



CITY OF TRINIDAD
TRINIDAD, COLORADO

The Regular Meeting of the City Council of the City of Trinidad,
Colorado, will be held on Tuesday, July 21, 2015 at 7:00 P.M.
in City Council Chambers at City Hall

The following items are on file for consideration of Council:

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**, Regular and Special Meeting of July 7, 2015, Special Meetings of July 14, 2015
- 3) **PUBLIC HEARING**
 - a) New Retail Marijuana Store application filed by Main Street Cannabis at 401 W. Main Street
 - b) Executive Session – Quasi Judicial Deliberation/Review
- 4) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**

Members of the public may comment on matters within the jurisdiction of the City but not on the agenda. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.
- 5) **UNFINISHED BUSINESS**
 - a) Medical Marijuana Center, Optional Premise Cultivation Operation and Infused-Products Manufacturing license renewal application filed by T. P. Main Street, LLC at 821 E. Main Street
 - b) Acceptance of surrender of the Medical Marijuana Center, Optional Premise Cultivation Operation and Infused-Products Manufacturing licenses granted to T. P. Main Street, LLC at 821 E. Main Street
 - c) Public hearing for consideration of an ordinance vacating a strip of land 50 feet wide and 140 feet long between Lot 12, Block 11 and Lot 1, Block 14, Bellavista Addition
 - 1) Second reading of an ordinance vacating a strip of land 50 feet wide and 140 feet long between Lot 12, Block 11 and Lot 1, Block 14, Bellavista Addition
- 6) **MISCELLANEOUS BUSINESS**
 - a) Modification of premises applications filed by M & M Distributing, LLC at 422 N. Commercial Street
 - b) Special events permit request (malt, vinous and spirituous) by The Kiwanis Club of Trinidad, Colorado, at 206 N. Animas Street on August 1, 2015 (Wild Turkey Federation Banquet)
 - c) New hotel and restaurant liquor license application filed by Double D's Grill, Inc. at 443 N. Commercial Street
 - d) Special events permit request (malt, vinous and spirituous) by Trinidad-Las Animas County Hispanic Chamber of Commerce at 206 N. Animas Street on August 8, 2015 (Fundraiser Dance)
 - e) New Colorado Vinous or Spirituous Liquor Manufacturer Sales Room permit application filed by Mountain View Winery, Inc. d/b/a Mountain View Winery at 105 W. Main Street
 - f) Consideration of grant contract extension for the Hughes Lumber Company Construction Documents between the City and History Colorado
 - g) Consideration of grant contract extension for the Monument Lake Fish Hatchery and Zoo Nomination and Construction Documents between the City and History Colorado
 - h) Motion to call the bond for the Cougar Canyon project

6) **MISCELLANEOUS BUSINESS (cont.)**

- i) Consideration of Professional Services Agreement for the Welcome Center design
- j) Emergency ordinance of the City Council of the City of Trinidad, Colorado – per Section 5.7 of the Home Rule Charter of the City of Trinidad – amending Article 12, Chapter 14 of the Trinidad Code of Ordinance to adopt the existing marijuana map as it is presently constituted for the preservation and protection of the Historic Downtown District
- k) First reading of an ordinance amending Article 12, Chapter 14 of the Trinidad Code of Ordinance to adopt the existing marijuana map as it is presently constituted for the preservation and protection of the Historic Downtown District, and setting a hearing date for consideration of said ordinance
- l) Emergency ordinance, filed under Section 5.7 of the Trinidad Home Rule Charter, of the City Council of the City of Trinidad, Colorado, to prohibit the licensing of medical, retail and any other marijuana facilities in the Cougar Canyon Development Site, Final Plat, Phase 3, Hotel
- m) First reading of an ordinance amending Article 12, Chapter 14 of the Trinidad Code of Ordinances to preserve and maintain the existing marijuana map and to prevent and preclude marijuana licensing for the area commonly referred to as the Cougar Canyon Development Site, Final Plat, Phase 3, Hotel, and setting a hearing date for consideration of said ordinance

7) **COUNCIL REPORTS**

8) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**

9) **BILLS**

10) **PAYROLL**, July 4, 2015 through July 17, 2015

11) **ADJOURNMENT**



CITY of TRINIDAD

P. O. Box 880
TRINIDAD, COLORADO 81082
TELEPHONE (719) 846-9843
FAX NO. (719) 846-4140

TO COMPLY WITH THE OPEN MEETINGS LAW, be advised of the following, which Council has been invited to attend or may participate in:
Posted this 17th day of July, 2015.

Monday, July 27, 2015 at 7:00 p.m. – Comprehensive Plan Update - Trinidad State Junior College Pioneer Room, 600 Prospect Street

Monday, July 27, 2015 at 9:00 a.m. – Space to Create Colorado – Artspace Loveland Arts Campus, 130 W. Third Street, Loveland, CO



Audra Garrett, City Clerk

July 7, 2015

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, July 7, 2015 at 6:00 p.m. in the Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, July 7, 2015 at 6:00 p.m. in the Council Chambers at City Hall

The following items are on file for consideration of City Council:

- 1) Executive Session - For a conference with the City's attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Quasi Judicial Findings/Hearings

The meeting was called to order at 6:05 p.m.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Fletcher, Mattie, Miles, Torres

Also present:	City Manager	Engeland
	City Attorney	Downs
	Asst. City Clerk	Marquez

Executive Session - For a conference with the City's attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Quasi Judicial Findings/Hearings. A motion to enter into executive session for the stated purpose was made by Councilmember Bolton and seconded by Councilmember Bonato. Upon roll call vote the motion carried unanimously and the executive session ensued at 6:05p.m. .

I, Les S. Downs, Attorney for the City of Trinidad, do hereby attest that the executive session held on this 7th day of July, 2015, was permissible under CRS Section 24-6-402 (4)(b).

As the City's attorney, it is my opinion that the discussion of the matter announced in the motion to enter into executive session constituted a privileged attorney-client communication. Therefore, it is my recommendation that no further record be kept of this executive session.

Les S. Downs, City Attorney

Upon conclusion of executive session at 7:05 p.m., Councilmember Bolton moved to conclude the executive session and resume the special meeting and Councilmember Bonato seconded the motion. The motion carried unanimously upon roll call vote.

There being no further business, the meeting was adjourned.

ATTEST:

JOSEPH A. REORDA, Mayor

KIMBERLY MARQUEZ, Asst. City Clerk

July 7, 2015

CITY OF TRINIDAD
TRINIDAD, COLORADO

The regular meeting of the City Council of the City of Trinidad, Colorado, was held on Tuesday, July 7, 2015, at 7:00 p.m. in City Council Chambers at City Hall.

There were present: Mayor Reorda, presiding
Councilmembers Bolton, Bonato, Fletcher, Mattie, Miles, Torres

Also present: City Manager Engeland
City Attorney Downs
Asst. City Clerk Marquez

The pledge of allegiance was recited.

APPROVAL OF THE MINUTES. Regular Meeting of June 16, 2015 and Special Meeting of June 23, 2015. A motion to approve the minutes of June 16, 2015 as amended and Special Meeting minutes of June 23, 2015 was made by Councilmember Bolton and seconded by Councilmember Miles. The motion carried unanimously with the exception of Councilmember Fletcher who abstained due to her absence.

A motion to consider item 6e, renewal of the hotel and restaurant liquor license for Wonderful House, was made by Councilmember Bolton, seconded by Councilmember Miles and carried unanimously.

Hotel and restaurant liquor license renewal request filed by Wonderful House Trinidad, Inc. d/b/a Wonderful House Trinidad at 415 University Street. Kelly Voong was present on behalf of the licensee. A motion to renew the license was made by Councilmember Fletcher. Councilmember Bolton seconded the motion. Upon roll call vote the motion carried unanimously.

PUBLIC HEARING. Rescheduling of public hearing for a New Retail Marijuana Product Manufacturing Facility license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street; New Medical Marijuana-Optional Premise Cultivation Operation license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street. City Attorney Downs advised Council that the applicant is not present. In the application is a promissory note from Dr. Hamm who says he loaned the business \$50,000 with no repayment terms or interest. The promissory note was not contained in the other applications submitted by Dessimals previously. Councilmember Miles spotted it in the application and realized it might be a problem. Dr. Hamm is not a Colorado resident. With the promissory note being open ended, it results in Dr. Hamm having an equity interest which would mean he is a part owner. Dessimals will either have to have terms on the promissory note or not have Dr. Hamm have a financial interest in the business. City Attorney Downs added that he called Julie Postelwhite with the Colorado Department of Revenue who advised that they don't have that promissory note or this application. She said it is a problem and that it should not go forward. Consequently he called Karen Waller who had her husband to back to Denver. They asked that the hearing be rescheduled to the first regular meeting in August. Asst. City Manager Garrett advised Council that the rescheduling of the first hearing is due to the need for a CUP for that license type and that the Planning Commission won't hear that application until August 11th. She asked that the hearings both be set for August 18th instead. Councilmember Bonato asked if Dr. Hamm needs to submit to a background check. City Attorney Downs advised that he would have to if he has an equity interest. However, he cannot have a financial interest or equity interest or be a physician who recommends marijuana in Colorado and have a financial interest in a marijuana business. A motion to reschedule the hearings for Dessimals, Inc. to August 18, 2015 at 7:00 p.m. was made by Councilmember Bolton and seconded by Councilmember Bonato. The motion carried unanimously upon roll call vote.

New Retail Marijuana Product Manufacturing Facility license application filed by The Grow Foundry, Inc. d/b/a CODA Signature at 1105 Constitution Drive; and New Medical Marijuana Infused-Products Manufacturer license application filed by The Grow Foundry, Inc. d/b/a CODA Signature at 1105 Constitution Drive. Mark Allen Grindeland addressed Council on behalf of the applicant and was sworn in. He confirmed his presence to represent the application for the company known as The Grow Foundry, Inc. d/b/a CODA Signature. He also confirmed that they are seeking a retail marijuana product manufacturing facility license and a medical marijuana infused-products manufacturer license. Their business plan is to create edibles to sell to medical and recreational businesses in Colorado. He clarified that they will wholesale to retailers. They will be making a gourmet chocolate. Their chocolateer trained is southern France and worked at several high-end restaurants in New York. Mr. Grindeland further testified that they moved to Trinidad in April. He and Elizabeth Cooke are the two principals. Ms. Cooke is the President and Secretary and Mr. Grindeland identified himself as the CEO and Treasurer. They are the only two members of the Board of Directors and the only two shareholders, each with a 50% interest. Mr. Grindeland testified that the premise is to be at 1105 Constitution Drive, formerly addressed as 36750 Constitution. The address was changed by the Building Department because it had never been changed after the property was annexed. The building was the former Danielson's building. The owner of the property is the Danielsons and they have a lease with an option to purchase. He further clarified that Altum Investments is leasing and then leasing it to The Grow Foundry. Altum Investments is the landlord. Mark Grindeland and Elizabeth Cooke are the 100% owners of Altum Investments. They have submitted to background checks and have been approved and given temporary licenses through the MED. They are not principals in any other license in Colorado. However, Elizabeth Cooke owns a property in Denver that's leased to a grower. Assuming the construction is done on time, Mr. Grindeland estimated that they will have 20 employees in Trinidad at the end of this year. They plan to grow up to roughly 100 employees in Trinidad. They hope to serve all of Colorado and expand in additional states in the next few years. In the short term they will source the trim and oils used to infuse the chocolates through wholesalers in Colorado. In the long term they plan to grow under roof, adding an Optional Premise Cultivation Operation license to grow on premise. They are both Colorado residents and the only two financial contributors. They plan to remain the only two. They have taken up residence in Trinidad, and have lease three apartments, two at the Toltec and one other across the highway for the chocolateer. They have received their conditional use permits

July 7, 2015

from the Planning Commission. They have opened bank accounts locally at International Bank for Altum Investments and The Grow Foundry. Their security plan is through Blue Line Security who will provide the design for outside lighting and cameras and indoor cameras. Once open they will have 24/7 security on site. Mr. Grindeland acknowledged their obligation to be familiar with the City's ordinances regarding medical and retail marijuana and the Department of Revenue regulations and codes. He also acknowledged their ongoing obligation to cooperate with all state and city officials. The Grow Foundry was formed in January, 2014. The Grow Foundry is a Colorado C Corporation in good standing. He acknowledged that they cannot have marijuana in quantity before they have their licenses and that in times of water austerity the City could cut their water supply off. Mr. Grindeland testified that he reviewed their application and all representations are true and correct. City Attorney Downs submitted the application for Council's consideration. Councilmember Fletcher asked when they expect to be in production. Mr. Grindeland estimated it to be September or October. Councilmember Miles confirmed that for federal tax purposes, Altum Investments and The Grow Foundry are each owned 50/50 and one is set up to lease to the other. Councilmember Miles asked for the details about the question of having applied for a marijuana license previously. Elizabeth Cooke was sworn in. She testified that she was previously licensed in Denver for a medical optional premise cultivation operation, infused-products and dispensary in 2010 and 2011. She said she sold those licenses because they were still up and down with the regulations. She sold the business in good standing but kept the warehouse. She had no prior violations. She pointed out that they've been granted their license by the state for this endeavor and had there been violations it would have been denied. Councilmember Miles noted the details were not provided to the City. She also questioned the answer to her question about having been party to a lawsuit in the last five years whereby no details were provided. Ms. Cooke said the information was part of the state application as well. She explained that she had an unsavory tenant in the warehouse in Denver who manipulated some of the build out and she had evictions. She sued them. Councilmember Mattie asked why they chose Trinidad to locate their business. Mr. Grindeland said they are building a national footprint. He said they believe the Federal government will decriminalize marijuana and make it permissible to have interstate commerce. They also wanted to be close to the border. They found Trinidad to be business friendly, they looked at real estate and labor costs also and found them to be conducive to their plan. Mayor Reorda called for testimony for or against the applications. There being none, the hearing was closed. A motion to approve the licenses as requested was made by Councilmember Fletcher and was seconded by Councilmember Bolton, conditioned upon receiving the supporting information regarding prior licensure and the lawsuit. Upon roll call vote, the motion carried with all Councilmember voting aye, except Councilmember Bonato who cast a dissenting vote. Mayor Reorda read into the record the following:

This matter came on for hearing on the applications of The Grow Foundry, Inc. d/b/a CODA Signature, 1105 Constitution Drive, in Trinidad, Colorado, for a Retail Marijuana Product Manufacturing Facility license and a Medical Marijuana Infused-Products Manufacturer license, before the City Council of the City of Trinidad, Colorado, acting in its capacity as the local licensing authority on July 7, 2015, in City Council Chambers in City Hall. The City Council having reviewed the application and supporting documents, reports of the City Clerk and other City staff, evidence at the hearing and testimony taken during the hearing, makes the following **FINDINGS**:

1. The applications are complete and signed by the applicant, and the applicant has paid the appropriate application and license fees.
2. The applications appear to be in substantial compliance with all of the requirements of Article 11, of Chapter 14 of the Trinidad Municipal Code. The applicant has testified to their willingness to comply with any and all areas of said Article whereby compliance at this time cannot be fully attained or substantiated.
3. According to the testimony of the applicant, the applications do not contain any material misrepresentations.
4. The proposed marijuana businesses will comply with applicable zoning regulations. The City Council hereby finds that based upon the testimony of the applicant, the building in which the proposed marijuana businesses will be located will conform to the Trinidad City Codes, including the zoning code and all International Codes adopted by the City.
5. Mark Grindeland and Elizabeth Cooke testified in favor of granting the licenses. No other persons testified in favor of or in opposition to the granting of the licenses.
6. The applicant through the facts and evidence adduced as a result of the City's investigation and testimony provided, made a prima facie showing that the applicant owners are of good moral character and any employees of this entity will likewise be of good moral character.
7. The City Clerk's report showed that there are currently 27 medical and retail marijuana licenses overall approved within the City of Trinidad, with nine ownerships, at ten addresses.
8. Based on the evidence presented at the hearing and the investigative materials provided for the hearing, the City Council finds that the location of the businesses is appropriate, and that the applicant is of satisfactory moral character and there is a willingness by the applicant to fully cooperate with the officials of the City in the operation of this business.

THEREFORE, the City Council of the City of Trinidad, Colorado, as the local marijuana licensing authority, hereby approves and grants a Retail Marijuana Product Manufacturing Facility license and a Medical Marijuana Infused-Products Manufacturer license at 1105 Constitution Drive in Trinidad, Colorado. The issuance of said licenses shall be withheld until a certificate of occupancy is issued by the Chief Building Official and upon his absolute confirmation of compliance with all codes adopted by the City of Trinidad. The licensee is not permitted to possess product in advance of the license being issued.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. Tim Peters addressed Council regarding the firing of Chris Kelley that he learned of the previous day. He said he was shocked and disappointed. Mr. Peters told Council that he's been a contractor for over 30 years and he and Mr. Kelley didn't always see eye to eye. However he said that Mr. Kelley represented the City in a professional manner. Sometimes he cost him money and sometimes he helped him out. He represented Trinidad to the best of his ability. He said he was bummed to see him let go.

Jay Martinez addressed Council. He identified himself as the installer of the sign at Peaceful Herbs. Mr. Martinez said the signs had been approved two times through the City through the Planning and Zoning department. He suggested that the approvals were a personnel issue and said he followed the procedures to the letter. A discussion about the sign should have taken place before it was approved. He added that all of the work, including the design and materials, was done in Trinidad where they are trying to support the local businesses and families. Their office and many of their clients are on Commercial Street and many of them are still suffering. He concluded that City Council should spend more time trying to figure out incentives and methods for helping our struggling businesses on Commercial Street rather than trying to take down a sign approved by the City. Councilmember Miles said that she is aware of no City Council effort to take down the

July 7, 2015

sign. Councilmember Torres added she was out of town for a few days and she didn't know Chris Kelley had been fired. Mayor Reorda corrected that he resigned. Councilmember Torres said as City Council member you'd think they would be the first to know about these issues. City Manager Engeland advised that the information was provided electronically in Friday's packet and that it happened quickly. Councilmember Torres said she agreed with Mr. Martinez on the issue of this sign. She said she talked to David Girdhar would told her the sign has doubled his business. He had also received a call from a movie director who wants to come in and film some things in his business. The large peace sign pulled him off of the highway. The director wants to shoot something for a film festival. She said the City wants people to be pulled off of the highway, not harass them about representing their business. She added that she's not sure why there's so much contradiction about what's in the Charter about signs and what is not. Her understanding is that it was signed off on. She said she's not a representative of Mr. Martinez's business nor of Peaceful Herbs, but thought this was why they approved marijuana in this City. We want to bring people off of the highway. City Manager Engeland answered that Mr. Martinez is correct. The sign was approved and signed off on by the City but it violates at least four sections of the sign code. We don't choose the laws we enforce. Rooftop signs are illegal. He noted that the City is offering to pay for the removal as it was through no fault of the company who installed it or of the owner of the business. Councilmember Torres asked about the sign on the liquor store. City Manager Engeland advised that the City is trying to determine if there was a variance granted for it and for the Safeway sign. If not, they will have to come down as well. Councilmember Torres commented that it seems like they go back and forth on the sign ordinance. Maybe it is something Council needs to look at. Councilmember Miles agreed. Councilmember Torres said a business without a sign is a sign of no business. The owner of the store said he gets people off of the highway not even to buy marijuana, just to see his facility because of how it looks on the outside. This is the tourism we wanted. If it takes this big sign to get them off, so be it. She suggested they re-look at the sign ordinance. Councilmember Bolton countered that it needs to be done legally and in conformance with the sign ordinance. Councilmember Torres said the sign ordinance is old. Councilmember Bonato said he's been sitting on Council for four years and for the last two years marijuana has been taking up much of their time. They have associated themselves with marijuana so long that they've lost the vision of the City and are not addressing issues like backflow, infrastructure, etc. The first time he heard about the infrastructure was at the retreat. He opined that they better think about what's necessary for the City, not signs. Mayor Reorda said he thought that was being done. Councilmember Bonato expounded on his water concerns. Councilmember Torres added if they can double her business with those kinds of signs they are hired.

Susan Martin addressed Council. She said enough is enough for marijuana. Her opposition doesn't come from being uninformed, from an uninformed fear or a deep-rooted biased. She said it comes from experience in the Denver area with the illegal and legal drug businesses. She has five years of experience before she moved to Trinidad. The statistics listed in Councilmember Mattie's opinion don't represent accurately the drug problem in this town. Many of the things he listed as statistics revolve around DUI or alcohol-related problems. She said she recorded things from today's newspaper article and looked back to his article, and broke down the things that are drug-related crimes like burglary, theft, assault, and disorderly conduct. She provided the following numbers: Burglaries - 2013=27; 2014=100; 2015 first six months= 37; Thefts - 2013=96; 2014=260; 2015 first six months=253; Disorderly Conduct - 2013=16; 2014=28; 2015 first six months=115; Assault - 2013=32; 2014=68; 2015 had nothing shown in Councilmember Mattie's article. She said she sat here last time with real estate people and with those who own old buildings pushing marijuana to sell the buildings for and fixing them up. If these people would have fixed up their buildings like they did to the church, maybe their buildings wouldn't be falling down. At least two marijuana projects are on hold because marijuana hasn't generated the income expected for the businesses that are already open. If working in the marijuana business is so wonderful, why are their kids living and working elsewhere and not rushing here to work, she asked. If prostitution had been legalized she asked if they would all want to see whore houses lining Main Street? Enough with the marijuana expansion - what is needed is a one-year moratorium on all marijuana expansion until everyone come to their senses. They have a new president of the Trinidad Ministerial Alliance. They are having a problem with homelessness and drug-related problems. She asked for Council's contact information so when people appear at their doors and they don't have the money to help them, they can get help from Council since they are doing nothing for the homeless but are supporting marijuana.

Mayor Reorda told Jay Martinez that City Council and staff is not trying to hurt their business and that he should dispel that idea.

Lee Rolff, Frontier Motel & Café addressed Council. He said he's owned the facility since 1970. Through another person he said he learned that part of his property had been condemned, he assumed by Urban Renewal. In the back of this property he said he had mobile homes that he rented out to Pioneer drillers. When they were done drilling he closed them down. In the meantime they got pretty beat up. He said he has the motel sold and is working on the contract. The buyer has spent about \$25,000 in the last two weeks reconditioning the rooms in the motel. Mr. Rolff said he wants to put in flat screen televisions and open the café again and pull out the mobile homes. He said it is zoned as a mobile home park. They can rent the spaces for the mobile homes which is tentatively being planned on now. He said he'd like to get it cleared up since they are in contract negotiations. City Manager Engeland said he would call him first thing tomorrow morning.

Stephen Hamer addressed Council. He stated he is with Stephen's List and is a disconcerted individual this evening. He said he's had over 5,000 views on one post on Stephen's List. One year ago he addressed Council about outdoor cafes and the chairs on the sidewalk. They are still doing it and there's been no enforcement. It is very difficult to navigate a wheelchair and move heavy chairs off of the sidewalk. He said if there's not more enforcement from the City he will take action. There needs to be enforcement. The Corner Shop Café is not authorized to have their chairs strung out to block the curb cut ramps. They were last weekend. He said he's reported it to Audra Garrett who asked him if he called the police. The last time he called the police when he was a victim of a crime, they focused on his background and tried to make him a suspect. He thought it to be sufficient reporting to Ms. Garrett and it should be passed on. A year later he said he compared his pictures and evidence. The problem is worse this year than last July. He concluded that he'd appreciate some enforcement by the City. With Chris Kelley leaving the City's employment, it eliminates the ADA Coordinator position. Who is filling in for Mr. Kelley? City Manager Engeland advised that he'd be happy to schedule a meeting with Mr. Hamer. Mayor Reorda added that he would be given the information at the meeting. Mr. Hamer continued that a year ago the City assured him there would be an evacuation plan prepared by the Police and Fire Chiefs. He asked the status of the plan and said he wanted to see it. It is critical for the disabled. City Manager Engeland offered again to meet with Mr. Hamer. Mr. Hamer continued that there is a lot of heroin addiction in this city. What's with the Police Department? People are

July 7, 2015

overdosing on oxycodone. Mayor Reorda told Mr. Hamer to stick to the topic he signed up to speak on, Bella Luna. Mr. Hamer said that the City is giving Bella Luna preferential treatment. They've received no citations. He said he'd like to see some action. Steve Bolton interjected that there's nothing that limits a person from speaking on more than what they wrote down to speak on. Mr. Hamer contended that Mayor Reorda stifled his First Amendment Rights and that it a Civil Rights Violation and he is owed an apology. Councilmember Miles stated that she brought up this issue with the City Manager twice who informed her that it is being enforced. If he doesn't want to report to the police because of other issues, she said she didn't know what to say. City Manager Engeland confirmed that it is being enforced, although there have not been any citations. Mayor Reorda asked if he checked back after noticing a chair in the sidewalk once. Mr. Hamer said he did and an hour later the chair was still there. He asked where the disabled community reaches out for help because nothing has happened on this issue. Councilmember Miles added that an evacuation plan is important to her as well. According to the Fire Chief they have made substantial progress. She said it is an absolute priority. City Manager Engeland said the plan will come before Council shortly and reiterated that he would be happy to meet with Mr. Hamer.

UNFINISHED BUSINESS. Retail liquor store license renewal request by Trinidad Beer, Liquor & Wine Depot, LLC d/b/a Trinidad Beer, Liquor & Wine Depot at 111 E. Kansas Avenue. Ken Gegelman was present to represent the applicant. A motion to approve the license renewal was made by Councilmember Bolton and seconded by Councilmember Bonato. Upon roll call vote the motion carried unanimously.

Motion to set a public hearing for consideration of a New Retail Marijuana Store license application filed by Colorado Cannabis Associates, LLC d/b/a The Spot at 453 N. Commercial Street. Councilmember Bolton made a motion to set the matter for public hearing at 1:30 p.m. on July 14, 2015. Councilmember Miles seconded the motion which carried by a unanimous roll call vote.

MISCELLANEOUS BUSINESS. Retail liquor store license renewal request by Robinson Liquor, LLC d/b/a Arizona Liquor Store at 847 Arizona Avenue. Greg Robinson was present for the licensee. A motion to approve the license renewal was made by Councilmember Torres and seconded by Councilmember Fletcher. Upon roll call vote the motion carried unanimously.

Expansion of retail marijuana cultivation square footage application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street. Councilmember Fletcher made a motion to table this item to the regular meeting of August 18, 2015. The motion was seconded by Councilmember Bolton and carried unanimously upon roll call.

Special events permit request (malt, vinous, spirituous) by Trinidad Community Foundation at 206 N. Animas Street for September 12, 2015 – ArtoCade Cardango. Susan Palmer was present on behalf of Trinidad Community Foundation. A motion to approve the permit was made by Councilmember Fletcher and seconded by Councilmember Bolton. The motion carried unanimously upon roll call vote.

Hotel and restaurant liquor license renewal request by El Capulin, Inc. d/b/a Tequila's Family Mexican Restaurant at 9900 Santa Fe Trail Drive. Edgar Garcia was present on behalf of El Capulin, Inc. Councilmember Bolton made a motion to approve the license renewal and Councilmember Miles seconded the motion. Upon roll call vote the motion carried unanimously.

Hotel and restaurant liquor license renewal request by Wonderful House Trinidad, Inc. d/b/a Wonderful House Trinidad at 415 University Street. This item was heard earlier in the meeting.

Medical Marijuana Center, Optional Premise Cultivation Operation and Infused-Products Manufacturing license renewal application filed by T. P. Main Street, LLC at 821 E. Main Street. Councilmember Bolton made a motion to table the renewal to the next meeting and Councilmember Fletcher seconded the motion. The motion carried unanimously upon roll call vote.

Appointment to the Housing Authority Board. Mayor Reorda suggested re-advertising for the position. He said he felt they needed to reach out to more people. Councilmember Mattie moved to re-advertise the vacancy and Councilmember Torres seconded the motion. Upon roll call vote the motion carried unanimously.

Appointment to the Library Advisory Board. Councilmember Bolton moved for the appointment of Juhl Dhillon to the Board and Councilmember Fletcher seconded the motion. The motion carried by a unanimous roll call vote.

Resolution determining that an election is required to elect the Mayor and three Council Members and that such election should be held as a coordinated election. Councilmember Bolton moved to adopt the resolution and Councilmember Bonato seconded the motion. Roll call was taken on the motion and it carried unanimously.

RESOLUTION NO. 1454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO,
DETERMINING AN ELECTION IS REQUIRED TO ELECT THE MAYOR AND THREE CITY
COUNCIL MEMBERS AND THAT SUCH ELECTION SHOULD BE HELD AS A COORDINATED
ELECTION

Renewal of Intergovernmental Agreement with Las Animas County for the conduct of the November 3, 2015 Regular Election as a Coordinated Election. Councilmember Mattie moved for the renewal of the IGA. Councilmember Bonato seconded the motion, which upon roll call vote carried unanimously.

Consideration of Mutual Aid Agreement between the City and Raton, New Mexico, for fire protection. A motion to approve the Mutual Aid Agreement was made by Councilmember Bolton and seconded by Councilmember Fletcher. Upon

July 7, 2015

roll call vote the motion carried unanimously.

First reading of an ordinance vacating a strip of land 50 feet wide and 140 feet long between Lot 12, Block 11 and Lot 1, Block 14, Bellavista Addition, and setting a hearing date for consideration of said ordinance. Councilmember Bolton introduced the ordinance and it was read out loud in its entirety. A motion to approve the ordinance on first reading and consider it further at a public hearing at 7:00 p.m. on July 21, 2015 was made by Councilmember Bolton and seconded by Councilmember Miles. The motion carried unanimously upon roll call vote.

ORDINANCE NO.

AN ORDINANCE VACATING A STRIP OF LAND 50 FEET WIDE AND 140 FEET LONG BETWEEN LOT 12, BLOCK 11 AND LOT 1, BLOCK 14, BELLAVISTA ADDITION

Resolution approving a grant contract between the City of Trinidad and the Colorado Department of Local Affairs for the Five Points Roundabout design and giving City Manager Gabriel Engeland full signatory authority in regard to all contracts and corresponding documents associated therewith. Councilmember Fletcher moved to adopt the resolution and Councilmember Bolton seconded the motion. The motion carried unanimously.

RESOLUTION NO. 1455

A RESOLUTION APPROVING A GRANT CONTRACT BETWEEN THE CITY OF TRINIDAD AND THE COLORADO DEPARTMENT OF LOCAL AFFAIRS AND GIVING CITY MANAGER GABRIEL ENGELAND FULL SIGNATORY AUTHORITY IN REGARD TO ALL CONTRACTS AND CORRESPONDING DOCUMENTS ASSOCIATED THEREWITH

COUNCIL REPORTS. Councilmembers Mattie, Bonato, Torres, and Mayor Reorda had nothing to report.

Councilmember Bolton said that the pedestrian crossing sign in front of the post office needs to be put back out. It had been taken down during the snows and not replaced. She said it is dangerous. Secondly she asked who was responsible for the ponds near Amtrak. Public Works/Utilities Director Valentine said he believed there to be an IGA for the retention pond and it is the City's responsibility. He said the City has placed larvacide to kill the mosquitoes. The pond is there because only the historical flow can go back to the river. Councilmember Bolton requested that Council discuss at a work session what the City can do for the 4th of July. She said there is a mass exodus to Raton that happens. Also there are fireworks all over town. The kids can't even go to the swimming pool. City Manager Engeland said the City was trying to get a one-day burn permit and had reached out to professional fireworks operators but it didn't come to fruition. Finally, Councilmember Bolton asked for clarification regarding the language on the agenda that states that members of the public may comment on matters within the jurisdiction of the City but not on the agenda. She asked if they are also restricted only to the topic written down. City Manager Engeland explained that public comment should be separate from agenda item discussion. He said he didn't know the answer to the second part of the question but would get an answer for Council.

Councilmember Fletcher said that Santa Fe Trail Days was really successful and expressed her appreciation to the City and the Tourism Board. Appreciation was likewise extended to her and Councilmember Bonato for their work on the event. Councilmember Fletcher said that the event is back on track.

REPORTS BY CITY MANAGER. Pictures. City Manager Engeland advised Council that on July 28th at 1:00 p.m. arrangements were made for them to take professional photos to frame and put up. They will try to schedule them before or after the work session.

Meetings. City Manager Engeland informed Council that on July 27th the City will post a public meeting at 6:00 p.m. at the Pioneer from at Trinidad State Junior College for the Comprehensive Plan update. There is a conflicting meeting on that same date and time. He deferred to Development Services Director Tara Marshall to explain. She reminded Council of the visit the City had on January 19th from individuals from History Colorado, CCI, DOLA and the Boettcher Foundation and ArtSpace. Trinidad had been one of several areas visited. A new project is going to be born called Space to Create Colorado. The Governor will make an official announcement in Loveland on July 27th and the City was invited along with the Creative District and Main Street teams. The governor will announce the first demonstration project. She said it is hoped that three or four Council members will go with them. An email invitation is being sent from CCI and DOLA; the details are forthcoming. The advisory committee for this project will be holding their meeting for this project on August 12th. The details for that luncheon will likewise be forthcoming. Tim Stroh was chosen as the Project Manager for this project. Tim Stroh works with DOLA is now the Interim State Coordinator for the Colorado Main Street program. Councilmember Bolton and Mayor Reorda stated their intent to attend. Tim Stroh and Cy Michaels, President of Main Street Program in Trinidad, came forward. Mr. Stroh said he's been coming to Trinidad for many years and praised the City for the many successes through local work, partnerships, and with volunteers and staff. Dona Valencich, Human Resources Director, reminded Council of the Board training this Thursday from 6 to 8:00 p.m. Councilmember Miles encouraged all of Council to attend.

REPORTS BY CITY ATTORNEY. None.

Councilmember Miles asked on behalf of Tourism Board President Cy Michaels that the weeds be addressed on Main Street. City Manager Engeland said that with the recent reorganization, employees have been assigned to the downtown. The weeds are bad this year with the rain. However, he noted that even small negative first impressions count.

BILLS. Councilmember Bolton moved to approve the bills and Councilmember Torres seconded the motion. The motion carried unanimously upon roll call vote.

PAYROLL, June 20, 2015 through July 3, 2015. A motion to approve the payroll was made by Councilmember Bonato and seconded by Councilmember Bolton. Roll call was taken and the motion carried unanimously.

July 7, 2015

ADJOURNMENT. There being no further business to come before Council, a motion to adjourn the regular meeting was made by Councilmember Bolton and seconded by Councilmember Bonato. The meeting was adjourned by unanimous roll call vote of Council.

ATTEST:

JOSEPH A. REORDA, Mayor

KIM MARQUEZ, Asst. City Clerk

July 14, 2015

CITY OF TRINIDAD
TRINIDAD, COLORADO

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, July 14, 2015 at 12:00 p.m. in the Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, July 14, 2015 at 12:00 p.m. in the Council Chambers at City Hall

The following item is on file for consideration of City Council:

1) Executive Session – a) For a conference with the City’s attorney(s) for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Quasi Judicial Findings/Hearings and Council Policies, Protocols, Norms and Interactions; and b) For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees – Policy Matters

The meeting was called to order at 12:00 p.m.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Fletcher, Miles
Also present:	City Manager	Engeland
	City Attorney	Downs
	Asst. City Clerk	Marquez

Executive Session – a) For a conference with the City’s attorney(s) for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – Quasi Judicial Findings/Hearings and Council Policies, Protocols, Norms and Interactions; and b) For discussion of a personnel matter under C.R.S. Section 24-6-402(2)(f) and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees – Policy Matters. A motion to enter into executive session for the stated purposes was made by Councilmember Fletcher and seconded by Councilmember Bolton. Upon roll call vote the motion carried unanimously and the executive session ensued at 12:05p.m. That portion not constituting legal advice was electronically recorded as required under the Colorado Open Meetings Act.

I, Les S. Downs, Attorney for the City of Trinidad, do hereby attest that the executive session held on this 14th day of July, 2015, was permissible under CRS Section 24-6-402 (4)(b).

As the City’s attorney, it is my opinion that the discussion of the matter announced in the motion to enter into executive session constituted a privileged attorney-client communication. Therefore, it is my recommendation that no further record be kept of this executive session.

Les S. Downs, City Attorney

At 1:12 p.m., Councilmember Bonato moved to recess the executive session and Councilmember Bolton seconded the motion. The motion carried unanimously upon roll call vote.

At 2:52 p.m., Councilmember Fletcher moved to resume the Executive Session and Councilmember Bolton seconded the motion. The motion carried unanimously and the executive session ensued.

At 4:00 p.m., upon conclusion of the executive session a motion to adjourn the special meeting was made by Councilmember Bolton and seconded by Councilmember Bonato. The motion carried unanimously upon roll call vote.

ATTEST:

JOSEPH A. REORDA, Mayor

KIMBERLY MARQUEZ, Asst. City Clerk

July 14, 2015

The City Council of the City of Trinidad, Colorado met in Special Session on Tuesday, July 14, 2015 at 1:30 p.m. in the Council Chambers at City Hall pursuant to the following call:

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

There will be a Special Meeting of the City Council of the City of Trinidad, Colorado, on Tuesday, July 14, 2015 at 1:30 p.m. in the Council Chambers at City Hall

The following item is on file for consideration of City Council:

- 1) Public hearing – New Retail Marijuana Store license application filed by Colorado Cannabis Associates, LLC d/b/a The Spot at 453 N. Commercial Street

The meeting was called to order at 1:30 p.m.

There were present:	Mayor	Reorda, presiding
	Councilmembers	Bolton, Bonato, Fletcher, Miles
Also present:	City Manager	Engeland
	City Attorney	Downs
	Asst. City Clerk	Marquez
Absent:	Councilmembers	Mattie, Torres

Public hearing – New Retail Marijuana Store license application filed by Colorado Cannabis Associates, LLC d/b/a The Spot at 453 N. Commercial Street. Councilmember Fletcher, having been absent for the hearing and having looked at the CD (video) recording of the hearing thoroughly, moved to reconsider the Retail Marijuana Store license application filed by Colorado Cannabis Associates, LLC, d/b/a The Spot at 453 N. Commercial Street. Councilmember Miles seconded the motion which carried unanimously upon roll call vote. Mayor Reorda called upon Mr. Robert Lucero to ascertain whether he wished to provide comment. Vince Linden, counsel of record, answered that they were very appreciative of the motion to reconsider and that Mr. Lucero is looking forward to becoming a good neighbor. City Attorney Downs asked that the record reflect that City Council desires to re-open this matter to have a fuller discussion as they have received new information since the last hearing. Mr. Linden advised that they stand on the record of the proceedings of June 16, 2015. He further advised that they are willing to answer questions. There's not much further than they can add except to respond to questions. Councilmember Bolton stated that previously Council had concerns over the ownership of the license but they have received confirmation of the information necessary since the hearing. Mr. Linden noted that at times it was unclear during the record. He reiterated their appreciation in Council looking at this matter again. He also reiterated that Mr. Lucero had no controls over the company until he was approved by the MED. Councilmember Bolton opined that it is no longer an issue. City Attorney Downs asked Mr. Lucero if he would like to add anything at this time. Mr. Lucero thanked Council for the opportunity to have the request reconsidered and said it was really appreciated. Mayor Reorda called for public comment for or against the license request. There was none. A motion to approve the Retail Marijuana Store license was made by Councilmember Fletcher and seconded by Councilmember Miles. Upon roll call vote the motion carried unanimously, excepting Councilmember Bonato was cast a dissenting vote, stating to Mr. Lucero that his vote is because of how he feels about marijuana and is not personal. Mayor Reorda asked Councilmembers if they wished to state their reason for their vote. None did. City Attorney Downs called for a Findings of Fact, as Council intends to approve the license. Mayor Reorda read the following into the record:

This matter came on for a rehearing on the application of Colorado Cannabis Associates d/b/a The Spot at 453 N. Commercial Street, in Trinidad, Colorado, for a Retail Marijuana Store, before the City Council of the City of Trinidad, Colorado, acting in its capacity as the local licensing authority on July 14, 2015, in City Council Chambers in City Hall. The City Council having reviewed the application and supporting documents, reports of the City Clerk and other City staff, evidence at the hearing and testimony taken during the first hearing, makes the following **FINDINGS**:

1. The application is complete and signed by the applicant, and the applicant has paid the appropriate application and license fees.
2. The application appears to be in substantial compliance with all of the requirements of Article 11, of Chapter 14 of the Trinidad Municipal Code. The applicant has testified to their willingness to comply with any and all areas of said Article whereby compliance at this time cannot be fully attained or substantiated.
3. According to the testimony of the applicant, the application does not contain any material misrepresentations.
4. The proposed marijuana business complies with applicable zoning regulations. The City Council hereby finds that based upon the testimony of the applicant, the building in which the proposed marijuana business will be located will conform to the Trinidad City Codes, including the zoning code and all International Codes adopted by the City.
5. Robert Lucero, Mark Scarr, Mark Carmel, Dr. Michael DeRose, Gabriel Charboneau, Naresh Saehnani, Buffy McFadden, and Terrance Sanchez testified at the first hearing in favor of granting the license.
6. Bob Shilling, Jon Fiore, Tammy Fesmire, and Elizabeth Rogge wrote letters in support of granting the license.

July 14, 2015

7. No parties testified or wrote in opposition to the license.
8. The applicant, through the facts and evidence adduced as a result of the City's investigation and testimony provided, has made a prima facie showing that the applicant owner is of good moral character and any employees of this entity will likewise be of good moral character.
9. The City Clerk's report showed that there are currently 23 medical and retail marijuana licenses overall approved within the City of Trinidad, with eight ownerships, at nine addresses.
10. Based on the evidence presented at the hearings and the investigative materials provided for the hearings, the City Council finds that the location of the businesses is appropriate, and that the applicant is of satisfactory moral character and there is a willingness by the applicant to fully cooperate with the officials of the City in the operation of this business.
11. As noted, this is a rehearing on the application. At the first hearing, the City Council made a preliminary determination to deny the license. That determination is not final until 30 days after that hearing. A rehearing is permitted upon receipt of additional information or evidence. Additional information and evidence has been received by the City Council, including legal advice in an Executive Session. Additionally, the applicant has indicated through legal counsel a sincere desire to comply with the laws, ordinances and other requirements of the City of Trinidad. The applicant has agreed to waive any claims that the applicant might have had based upon any previous denial or action by the City of Trinidad. While the City Council had serious concerns which had been articulated at the previous hearing, those concerns have now been sufficiently satisfied.

THEREFORE, the City Council of the City of Trinidad, Colorado, as the local marijuana licensing authority, hereby approves and grants a Retail Marijuana Store license at 453 N. Commercial Street in Trinidad, Colorado. The issuance of said license shall be withheld until a certificate of occupancy is issued by the Chief Building Official and upon his absolute confirmation of compliance with all codes adopted by the City of Trinidad. The licensee is not permitted to possess product in advance of the license being issued.

The hearing was closed and the meeting adjourned with Councilmember Bolton moving and Councilmember Miles seconding the same. The motion carried unanimously upon roll call vote.

ATTEST:

JOSEPH A. REORDA, Mayor

KIMBERLY MARQUEZ, Asst. City Clerk



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: PUBLIC HEARING

New Retail Marijuana Store application filed by Main Street Cannabis at 401 W. Main Street

RECOMMENDED CITY COUNCIL ACTION: Conduct the public hearing. City Council may take up to 30 days thereafter to render a decision on the applications.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license.

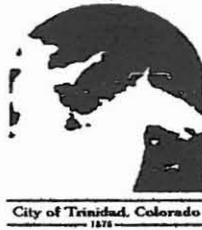
ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing.
- An executive session is posted for your judicial review

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
 (719) 846-9843, ext. 135
 or Les Downs, City Attorney
 (719) 846-9843, ext. 120



INVESTIGATIVE REPORT

Applicant: Main Street Cannabis

Business Name:

Business Address: 401 W. Main Street – Historic Preservation zoning

Officers/Owners: Jason E. Schierling, President, 639 Henry Avenue, Pueblo,
CO 81005
Erin J. Schierling, Operations Mngr/Shareholder, 639 Henry
Ave., Pueblo, CO 81005

Date of Application: June 4, 2015

**Date Application Filed
with Local Authority:** June 16, 2015

Type of Request: New License

Type of License(s): Retail Marijuana Store

Hearing Date: Tuesday, July 21, 2015, 7:00 p.m.

APPLICATION CONTENTS -

Applicant's Documents: City of Trinidad Retail Marijuana License
Application
CUP Approval
Lease
Verified Consent of Property Owners for the Submission
of an Application for Marijuana Business
Articles of Organization
Articles of Incorporation

Certificate of Good Standing
Sales Tax License
Diagram of Premises
Individual History Record
Fingerprints
Security Alarm
Exterior Security Lighting Plan
Colorado Business Retail Marijuana License Application
Colorado Retail Marijuana License Bond

City Documents: Notice of Public Hearing
Certificate of Mailing
Proof Publication on 7/1/15
Certificates of Posting
Departmental Reports

LOCAL FEES -

Local Fees Retail Marijuana Store:

Investigation	\$2500.00
License	<u>2500.00</u>
Total	\$5000.00

TOTAL \$5,000.00

Local fees have been paid. Applicant has been advised the City's investigation fee is non-refundable and in the event the license is denied, license fees only shall be refunded.

ZONING –

The proposed premise is zoned Historic Preservation, one of the appropriate zoning designations for location of a marijuana business pursuant to the Trinidad Municipal Code. A Conditional Use Permit request were heard by the Planning Commission on 9/9/14 and approved. The Conditional Use Permit was approved subject to four conditions. Abbreviated, the applicant must 1) comply with all state and local laws, rules, regulations relative to the operation of their business; 2) an air filtration plan must be submitted and approved by the Building Inspector; 3) the conditional use permit must be put into effect within one year or it will expire; 4) the applicant must comply with the reasonable requirements of all City officials with respect to establishment and operation of their business.

LEASE AGREEMENT -

The lease agreement is between 401 W Main, LLC, landlord, and Main Street Cannabis, tenant. The term extends from November 1, 2014 through October 31, 2024. A notarized statement consenting to the submission of an application for a marijuana business as required by the Trinidad Municipal Code is provided.

BUSINESS/CORPORATE DOCUMENTS -

Dated-stamped Articles of Organization for Main Street Cannabis as well as the Articles of Organization are provided. A Certificate of Good Standing issued by the Colorado Secretary of State is included. No Trade Name is registered under the corporation.

SALES TAX LICENSE -

Sales Tax License #29989916-0000 was verified.

DIAGRAM OF PREMISES -

The diagram identifies the proposed premises. The diagram depicts a check-in area, sales room, storage areas and the safe/DVR room. Initial plans indicate the proposed location of the security cameras, however, based upon final inspection from the Colorado Marijuana Division and the City Building and Fire Departments, those locations are subject to change. The proposed premise is approximately 1,745 square feet. A security alarm system agreement was submitted. An exterior security lighting plan proposal was included in the camera schematic and submitted pursuant to the City's requirements.

OWNERSHIP INFORMATION/BACKGROUNDS FINGERPRINTING -

Fingerprint cards were submitted to CBI/FBI on 6/29/15. Results were not received as of the date of this report. Local database checks done by the TPD found no records for the applicants.

RESIDENCY REQUIREMENT -

Jason and Erin Schierling, the owners, meet the two-year Colorado residency requirement to hold a marijuana license.

COLORADO RETAIL MARIJUANA LICENSE DOCUMENTS –

Copies of the entity's Colorado licensing documents were a required submittal with the City's application to obtain complete applicant information without redundancy. Those documents include the license applications and license bond.

NOTICES OF HEARING -

Mailed to applicant – 6/29/15.

Published – 7/1/15.

Posted on the premises – 7/2/15.

DEPARTMENTAL REPORTS -

Fire Chief Tim Howard indicated on 7/9/15 that inspections will be needed before opening.

The Building Inspector on 6/30/15 indicated his approval will be coincident with the issuance of the certificate of occupancy. He also indicated that no plans or permit were on record.

Police Chief Charles Glorioso on 6/29/15 also indicates that inspections must be completed by the department at the completion of the renovations/construction.

John Martinez from the Health Department was advised of the license and indicated the need for the business to have an inspection and pay the required fee.

Periodic inspections will continue throughout the process. Issuance of the licenses will only be done upon final approvals of all three departments and issuance of the Certificate of Occupancy.

OTHER REVELANT CONCERNS -

SCHOOL DISTANCES –

There is a 1,000-foot limitation from a school for any marijuana business. The nearest school property is Goal Academy which is 1,187.24 feet from the nearest point of this property.

LICENSED OUTLETS WITHIN THE CITY –

M & M Distributing, LLC, 422 N. Commercial Street

Medical Center

M & M Distributing, LLC, 422 N. Commercial Street

M & M Distributing, LLC, 422 N. Commercial Street

M & M Distributing, LLC, 422 N. Commercial Street

T.P. Main Street, LLC, 821 E. Main Street

T.P. Main Street, LLC, 821 E. Main Street

T.P. Main Street, LLC, 821 E. Main Street

Trinidad's Higher Calling U, LLC, 1000 Independence Rd.

Peaceful Herbs, Ltd., LLC, 124 Santa Fe Trail

Southern Colorado Therapeutics, Inc. 1505 Santa Fe Trail

Canna Company, 3019 Toupal Drive

Canna Company, 3019 Toupal Drive

Faragosi Farms, Incorporated, 118 Santa Fe Trail

Faragosi Farms, Incorporated, 612 Hainlen Street

Faragosi Farms, Incorporated, 612 Hainlen Street

Dessimals, Inc., 137 W. Cedar Street

Freedom Road Garden, LTD, 2600 Freedom Road

The Grow Foundry, Inc. 1105 Constitution Drive

The Grow Foundry, Inc. 1105 Constitution Drive

Colorado Cannabis Associates, LLC, 453 N. Commercial St.

Medical Optional Premise
Cultivation Operation

Retail Store

Retail Cultivation Facility

Medical Center

Medical Optional Premise
Cultivation Operation

Medical Infused-Products
Manufacturer

Medical Center

Retail Store

Retail Cultivation Facility

Retail Product

Manufacturing Facility

Medical Marijuana

Optional Premise
Cultivation Operation

Retail Marijuana Store

Retail Marijuana Store

Retail Marijuana Store

Retail Cultivation Facility

Retail Marijuana Store

Retail Cultivation Facility

Retail Product

Manufacturing Facility

Retail Marijuana Store

Retail Cultivation Facility

Medical Center

Medical Infused-Products
Manufacturer

Retail Marijuana Store

Retail Cultivation Facility

Medical Center

Medical Marijuana

Optional Premise
Cultivation Operation

Medical Infused-Products
Manufacturer

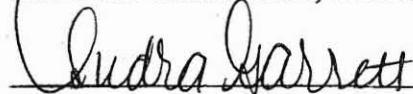
Retail Product

Manufacturing Facility

Retail Store

Dated this 14th day of July, 2015.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 14th day of July, 2015, I mailed a copy of the Investigative Report, by Certified Mail, to:

Main Street Cannabis
639 Henry Avenue
Pueblo, CO 81005
Certified Mail #7015 0640 0006 3841 6092



Audra Garrett, City Clerk



CITY OF TRINIDAD

City Clerk's Office
135 N Animas St
P.O. Box 880
Trinidad, Colorado 81082
719-846-9843

RETAIL MARIJUANA LICENSE APPLICATION		
<input checked="" type="checkbox"/> New License Application Fee	\$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$2,500.00
<input type="checkbox"/> Transfer of Ownership Application Fee	\$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00
<input type="checkbox"/> \$1.00 per square foot cultivation fee _____	Square feet = \$ _____	
<input type="checkbox"/> Expansion of cultivation area @ \$1.00 per square foot charge for that additional area \$ _____		
LICENSE TYPE		
<input checked="" type="checkbox"/> Marijuana Store	<input type="checkbox"/> Marijuana Product Manufacturing Facility	
<input type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
TYPE OF BUSINESS		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other	
*Sole Proprietorship (Individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)		

Applicant (Corporation/LLC) Main Street Cannabis
 Applicant (Sole Proprietor) Jason E. Schierling
First Name Middle Initial Last Name

Trade Name of Establishment (DBA) _____
 Address of Premise 401 W. Main St. Trinidad, CO 81082
 Mailing Address 639 Henry Ave Pueblo, CO 81005
 Telephone (719) 924-0316 Email Address jasonschierling@gmail.com
 Contact Person/Manager Jason Schierling Title President
 Telephone (719) 924-0316 Email Address jasonschierling@gmail.com

Does the Applicant have legal possession of the premise for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement?

- Ownership Lease Other (explain in detail)

City of Trinidad
 JUN - 4 2015
 City Clerk's Office

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

Landlord	Tenant	Expires
401 W. Main LLC	Main Street Cannabis	October 31, 2024

****If premises are leased, attach notarized consent by the owner of the property to the licensing of the premises for a retail marijuana facility.**

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

Individual History Records attached and completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Retail Marijuana License.

1. Fingerprinting by the Trinidad Police Department for:
 - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
 - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
 - all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
 - all managers and employees of a Retail Marijuana License with the appropriate fee payable to Colorado Bureau of Investigation (currently \$39.50, March, 2014)
2. Lease or Deed – Evidence of Possession
3. Conditional Use Permit approval
4. Copy of alarm system contract
5. Copy of state sales tax license
6. Certificate of Good Standing
7. Affidavit of Lawful Presence (Sole Proprietors only)
8. Diagram of Premises:
 - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

A one-time fee of \$1.00 per square foot of that portion of the licensed premises in which plants are located for cultivation purposes, including greenhouses, shall be due to the City. Any expansion of the licensed premises in which plants are located for cultivation purposes shall result in an additional \$1.00 per square foot charge for that additional area.
9. Copy of State Application with attachments

LIST OF OWNERS, OFFICERS, MANAGERS, EMPLOYEES & OTHERS WITH DIRECT OR INDIRECT FINANCIAL INTEREST

1. Name: Jason E. Schierling Title: President
Address: [REDACTED] Pueblo, CO 81005
Financial Interest: 50%

2. Name: Erin J. Schierling Title: Operations Manager/Shareholder
Address: [REDACTED] Pueblo, CO 81005
Financial Interest: 50%

3. Name: _____ Title: _____
Address: _____
Financial Interest: _____

4. Name: _____ Title: _____
Address: _____
Financial Interest: _____

5. Name: _____ Title: _____
Address: _____
Financial Interest: _____

6. Name: _____ Title: _____
Address: _____
Financial Interest: _____

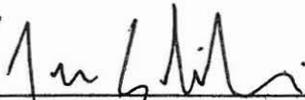
7. Name: _____ Title: _____
Address: _____
Financial Interest: _____

The applicant hereby acknowledges that the applicant and its owners, officers, and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances, that the City of Trinidad accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana business; and that the application and documents submitted for other approvals relating to the retail marijuana business operation are subject to disclosure in accordance with the Colorado Open Records Act.

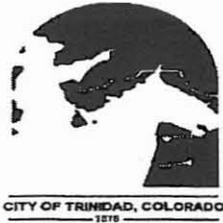
By accepting a license issued pursuant to this ordinance, a licensee releases the City, its officers, elected officials, appointed officials, employees, attorneys and agents from any liability for injuries, damages or liabilities of any kind that result from any arrest or prosecution of dispensary owners, operators, employees, clients or customers for a violation of state or federal laws, rules or regulations.

By accepting a license issued pursuant to this ordinance a licensee, jointly and severally if more than one, agrees to indemnify and defend the City, its officers, elected officials, employees, attorneys, agents, insurers, and self-insurance pool against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the operation of the retail marijuana business that is the subject of the license. The licensee further agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees.

I declare, under penalty of perjury, that this application has been examined by me; that the statements made herein are made in good faith and, to the best of my knowledge and belief, true, correct and complete.

Signed:  Title: President
(Must be signed by Individual Owner, Partner, or Officer)

Printed Name: Jason Schielong Date: 5/18/15



City of Trinidad
Planning Department
135 N. Animas
Trinidad, CO 81082
Telephone (719)-846-9843 Ext 136
Fax (719)-846-4140
planning@trinidad.co.gov

Organic Solutions
74 N. McCulloch Blvd. Ste. 120
Pueblo West, CO 81007

September 11, 2014

RE: CUP Application #2014-RMS-22

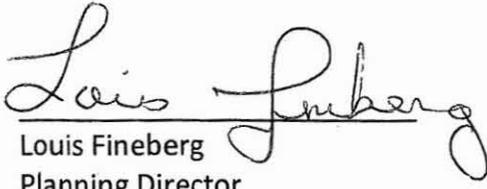
Dear Jason,

On September 9, 2014 the Planning, Zoning and Variance Commission approved your request for a conditional use permit to establish and operate a retail marijuana store at 401 W. Main St. subject to the following conditions:

1. The applicant must comply with all provisions outlined in Article 12 of Chapter 14 of the City of Trinidad Municipal Code of Ordinances as well as any and all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of medical marijuana centers, and other statutes, ordinances, rules, and regulations for the operation of businesses within the City of Trinidad, including but not limited to City sales tax and the City's sign code.
2. The applicant must provide the City with an air filtration plan describing the filtration system and/or other method or methods to be used to minimize odors associated with the cultivation and sale of medical marijuana. Approval of said air filtration plan is subject to the approval of the City Building Inspector.
3. If the proposed conditional use is not established within one year of its approval, discontinued for at least one year, or replaced by another use of the land, the conditional use permit and all associated conditional use permits shall expire.
4. The applicant must comply with the reasonable requirements of all Trinidad Municipal Officials with respect to the establishment and operation of the proposed facility or facilities.

If you have any questions, please don't hesitate to contact me.

Thank you,


Louis Fineberg
Planning Director



CC: Chris Kelley, Building Inspector
Les Downs, City Attorney
Audra Garrett, City Manager
File

LEASE

This lease is made and entered into on ⁰¹³ ~~September~~ ^{October 13}, 2014 by and between 401 W MAIN LLC, a Colorado limited liability company whose address is 7011 Rio Grande Blvd NW, Albuquerque, NM 87107 (hereinafter referred to as Lessor or Landlord) and MAIN STREET CANNABIS, a Colorado LLC, whose address is 639 Henry Avenue, Pueblo, CO 81005 (hereinafter referred to as Lessee or Tenant). The Landlord and Tenant are sometimes hereinafter referred to as the Parties.

1.0 LEASED PREMISES

1.1. The Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, under the terms and conditions of this Lease, the real property and the improvements thereon, a commercial building, commonly known as 401 W Main Street, Trinidad, CO 81082, more particularly described in Exhibit A attached hereto (hereinafter referred to as the *Retail Store*). The Retail Store hereinafter shall be referred to as the *Premises* or the *Leased Premises*. The Leased Premises and improvements include all items of personal property (whether or not attached to the realty) currently located on the Leased Premises.

2.0 TERM OF LEASE

2.1. Term. The term of the Lease shall be for a period of ten (10) years commencing on November 1, 2014, or earlier upon substantial completion of the following, and ending on October 31, 2024: Tenant must obtain all licenses and permits required to operate its business on the Premises. Tenant shall have the right to enter upon the Premises up to two weeks prior to the Lease commencement date, without any obligation for rent or operating expenses, for purposes of installing its own Tenant improvements, furniture and wiring.

2.2. Holding Over. If Tenant remains in possession of the Premises after expiration of the Term or termination of the Lease by notice or otherwise as provided in this Lease, with Landlord's consent, such possession by Tenant shall be deemed a month-to-month tenancy terminable with 30 days written notice given by either Party. All provisions of this Lease shall apply to such month-to-month tenancy except those provisions regarding the Term and the Rent. The rent for the period of any holding over by Tenant shall be 200% of the rent in effect immediately before the month-to-month tenancy begins.

2.3. Option to Renew. Subject to the terms and conditions stated herein, Tenant shall have the right to extend the Term (the *Renewal Option*) for two additional periods of 5 years each commencing on the day following the Termination Date of the initial Term or any previously exercised renewal term, and ending on the 5th and 10th anniversary (respectively) of the Termination Date (the *Renewal Term*). If Tenant fails to give timely notice of its intention to exercise the option, the option shall terminate and Tenant shall have no further rights to extend the Term. The word *Term* when used herein shall mean the initial Term and the extended term, if any. It shall be a

013

condition of Tenant's right to exercise the option to renew herein that Tenant is in compliance with all the terms and conditions of this Lease both at the time of Tenant's exercise of this option and at the time the renewal term is scheduled to commence; this condition may be waived by Landlord at its sole discretion and may not be used by Tenant as a means to negate the effectiveness of Tenant's exercise of this option.

2.4. Conditions for the Renewal Option. Tenant may exercise its option to renew this Lease provided that:

- a. Landlord receives notice of exercise (Initial Renewal Notice) not less than 9 full calendar months prior to the expiration of the then-current Term and not more than 12 full calendar months prior to the expiration of the then-current Term; and
- b. Tenant is not in default under the Lease beyond any applicable cure periods at the time that Tenant delivers its Initial Renewal Notice; and
- c. No part of the Premises has been assigned or sublet at the time that Tenant delivers its Initial Renewal Notice.

2.5. Terms Applicable to Premises During Each Renewal Term.

- a. The Monthly Rent rate for the Premises during the Renewal Term shall increase by 10% per month. See section 3.2 below. Tenant shall pay all rent during the Renewal Term in the manner and method in which Tenant is obligated to pay rent to Landlord under Article Three.
- b. Tenant shall pay all Taxes and Expenses for the Premises during the Renewal Term of the Lease, in the manner and method in which Tenant pays or reimburses Landlord for Tenant's share of Taxes and Expenses applicable to such items in accordance with Articles 5 and 6.
- c. If Tenant is entitled to and properly exercises its Renewal Option, Landlord shall prepare an amendment (the *Renewal Amendment*) to reflect changes in the Rent, Term, Termination Date and other appropriate terms. The Renewal Amendment shall be sent to Tenant within a reasonable time after Landlord's receipt of the Renewal Notice or other written agreement by Landlord and Tenant, and Tenant shall execute and return the Renewal Amendment to Landlord within 30 days after Tenant's receipt of same.

3.0 RENT

3.1. Monthly Rent. Tenant shall pay to Landlord, monthly, in advance, in lawful money of the United States, without deduction, set off or demand, as the *Monthly Rent*, the sum of \$2,779.00 per month for the Term of this Lease. If the first or last month of the Lease term is less than a full month, the first or last month's rent, respectively, shall be prorated in the same proportion that the portion of the month for which the Premises are leased bears to the full month.

3.2. Commencement of Monthly Rent. The obligation for Monthly Rent shall commence November 1, 2014. However, rent for November 2014 shall be deferred and paid April 10, 2015; rent for ~~December 2014 shall be deferred and paid May 10, 2015.~~ Rent for January 2015 shall be paid January 1, 2015 and all Monthly Rent thereafter shall be payable monthly on the first day of each month for the ensuing month.

3.3. Late Payment. If any payment of rent is received more than seven (7) days after its due date, Tenant shall pay a late charge of 10% of the total monthly rent to cover the cost of administration, inconvenience and paperwork. Further, and in addition to the late charge, a charge of \$50.00 shall be paid by Tenant for each check presented and returned unpaid. Nothing herein shall affect or extend any time for giving any notice or curing any default under Section 14.1. below.

3.4. Payment of Rent in Cash. The Parties anticipate that rent may be paid in cash. At Lessor's option, Tenant shall make all cash payments of rent by direct deposit in Lessor's bank account in Trinidad, CO. Lessor shall furnish its account information to Tenant after execution of this Lease. Nothing herein shall prohibit Lessor from changing banks or accounts or electing to receive rent payments in any other form.

4.0 SECURITY DEPOSIT

4.1. Security Deposit. Tenant shall pay to Landlord no later than June 10, 2015, the sum of \$5,000.00 (Five Thousand Dollars) which shall be held by Landlord as a security deposit to secure the performance by Tenant of each and every covenant and condition to be performed by Tenant under the terms of this Lease and any amendment or extension hereto.

4.2. Landlord shall deposit and maintain the security deposit, or any unused portion thereof, in any separate or commingled account of Landlord. Upon termination of this Lease, provided that Tenant has timely delivered the Premises to Landlord and is not in default of any of the terms of this Lease, Landlord shall pay to Tenant the remaining balance of the unused security deposit. Landlord shall not be required to pay Tenant interest on the security deposit at any time.

4.3. Landlord may use the deposit, or any part thereof, to cure any default of Tenant and upon notice, Tenant shall within ten days of such notice pay to Landlord the sum necessary to replace the amount so used. However, neither the security deposit nor the use thereof shall in any way limit any damages recoverable by Landlord against Tenant for any breach of this Lease.

5.0 REAL AND PERSONAL PROPERTY TAXES, ASSESSMENTS, ETC.

5.1. Taxes. Tenant shall pay all real and personal property taxes, general and special assessments, or any substitute thereto, however denominated, (hereinafter referred to as *taxes*) assessed, levied or imposed upon the Leased Premises, including those assessed upon any personal property installed or located on the Premises, for any period during the term of this Lease, as provided herein. All taxes to be paid by Tenant hereunder shall be prorated as of the commencement date and expiration or termination of this Lease.

ab

5.2. Personal Property Taxes. Tenant shall pay before delinquency all taxes, assessments, license fees and other charges (whether assessed to Tenant or assessed to Landlord either separately or as part of the real property assessment) that are levied or assessed against any and all personal property and trade fixtures installed in or located in, on or about the Leased Premises. Tenant shall provide Landlord with satisfactory evidence of such payments within 10 days after payment.

5.3. Real Property Taxes and Assessments. Tenant shall pay its proportionate share of all real property taxes, general and special assessments, including increases thereof, whether the increases result from increased rates or increased valuations assessed against the land, building or improvements for any reason whatsoever.

a. Tenant's proportionate share of such real property tax shall be One hundred percent (100%) of all such taxes attributable to the Leased Premises. Tenant shall also pay 100% of any taxes and assessments incurred for any improvements and work done by or for Tenant on the Premises.

b. Landlord shall promptly forward to Tenant a copy of the bill for such taxes and assessments after receipt thereof and Tenant shall pay Tenant's share of such real property taxes to Landlord no later than fourteen (14) days prior to the delinquency date therefore, which delinquency date is generally December 10 and April 10 of each year. Such amounts payable by Tenant for taxes and assessments shall be deemed additional rent and Landlord shall have all the remedies provided in the event of default in the payment of rent regarding Tenant's obligation for payment of taxes and assessments.

5.4. Payment and Reimbursement. In the event of the levy of any real or personal property taxes or assessments for which Tenant is liable hereunder, including but not limited to those assessed against Landlord for the Leased Premised or Tenant's personal property, if Landlord pays the same (which Landlord shall have the right to do regardless of the validity of such levy), Tenant shall, upon demand, pay and reimburse Landlord for the taxes so paid or levied against Landlord, or the proportion of such taxes resulting from such increase in assessment, as additional rent hereunder, plus interest at the legally maximum rate from the date the cost was incurred by Landlord to the date of reimbursement by Tenant.

6.0 UTILITIES. Tenant shall pay for all utilities furnished to Tenant and/or the Leased Premises, including but not limited to, gas, electricity, fuel, heat, power, garbage and all other utilities and services which may be used upon or furnished to the Tenant and/or the Premises during the term of this Lease.

7.0 USE OF PREMISES

7.1. Permitted Use. Tenant shall have the right to use the Premises for the sale of marijuana and its derivatives, including tangible and intangible merchandise of any kind, whether or not produced by Tenant. Qualified use of the Property shall include administrative functions of Tenant, general office use, and related storage of products and supplies. Tenant shall not use the Premises for any other purpose without Landlord's prior written consent.

7.2. Compliance with Laws. Tenant shall, at Tenant's own cost and expense, obtain all permits and comply with all laws, ordinances and regulations of all applicable governmental and other agencies and entities relating to the Leased Premises now in force or hereafter enacted or enforced.

a. Landlord has no knowledge that the Premises are in violation of any applicable laws, codes or ordinances relating to the Premises as of the date of this Lease and believes, to the best of Landlord's actual knowledge, and without any independent investigation having been made by Landlord, that the Premises are in compliance with the applicable laws, including all hazardous waste and environmental laws. If the Premises shall later be found to have been in violation of any such laws, codes and/or ordinances on the date of this Lease which violation does not relate to and is not caused by Tenant's use thereof, Landlord shall correct such violations so that the Premises reasonably comply with such laws, codes and/or ordinances as of the date of this Lease. Notwithstanding the foregoing, in no event shall this obligation of Landlord apply to any violation caused by or arising out of or in connection with Tenant or Tenant's use of the Premises.

b. If the Premises shall later be found to have been in violation of any such laws, codes and/or ordinances after the date of this Lease which violation does not relate to and is not caused by Landlord, Tenant shall correct such violations as soon as practicable so that the Premises reasonably comply with such laws, codes and/or ordinances. Tenant shall be responsible for any compliance with the Americans with Disabilities Act of 1990, 42 USC 12101, et seq., and its implementing regulations, 28 C.F.R., part 36, and 49 C.F.R. parts 37 and 38 (ADA), affecting or applicable to the Leased Premises, including any building modifications that may be triggered by the requirements of this Lease.

c. Tenant hereby represents and warrants to Landlord that no hazardous materials will be brought into, on or under the Premises; that there will be no storage, treatment, release, generation, or disposal of any hazardous materials on, under, or from the Premises; and that no hazardous materials will be transported to or from the Premises. The term *hazardous materials* when used in this Agreement shall mean any hazardous waste or hazardous substance as defined in any federal, state, or local statute, ordinance, rule, or regulation applicable to the Premises, including, without limitation, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (Title 42 United States Code §§9601-9675), the Resource Conservation and Recovery Act of 1976 (Title 42 United States Code §§6901-6992k). *Hazardous materials* shall also include asbestos or asbestos-containing materials, radon gas, and petroleum or petroleum fractions, whether or not defined as a hazardous waste or hazardous substance in any such statute, ordinance, rule, or regulation.

d. The covenants of Tenant regarding hazardous materials, as set forth in this Lease, shall survive the expiration or termination of the Term.

e. Landlord acknowledges that Tenant will operate a medical marijuana and/or retail marijuana establishment pursuant to a license granted in accordance with Article XVIII section 16 of the Colorado Constitution, the Colorado Retail Marijuana Code (CRS section 12-43.4-101 et seq), the Colorado Medical Marijuana Code (CRS 12-43.3-101 et seq) and various rules, ordinances

and regulations promulgated thereunder (the Marijuana Codes). Tenant agrees to maintain its license and to comply with the Marijuana Codes at all times during the term of this Lease. Failure to do so by commission or omission of any act by Tenant, its agents, representatives, employees or invitees shall constitute a material breach of this Lease which if not promptly cured, will be a default hereunder.

f. The Parties agree to work together in good faith to amend this Lease consistent with the terms and conditions stated herein if such amendments are necessary to conform to any guidance from the Marijuana Enforcement Division ("MED") or local authorities regarding compliance with state or local laws or regulations.

7.3. Waste. Tenant shall not commit or suffer to be committed any waste or destructive acts upon the Premises or any improvements on or relating to the Leased Premises. Nor shall Tenant commit or suffer to be committed any nuisances, including noxious smells, on the Leased Premises or relating to the business being conducted thereon by Tenant. Tenant shall not use the Premises for any unlawful purpose. Tenant shall conduct its business so that it does not constitute a nuisance to any other tenant or occupant of the building of which the Leased Premises are a part, or any neighboring property.

7.4. Insurance Burden. Tenant shall not commit or permit the commission of any acts on the Premises nor use or permit the use of the Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability or other insurance policy insuring the Premises or improvements on the Premises. Tenant shall, at its own cost and expense, comply with any and all requirements of Landlord's insurance carrier as for the continued maintenance at reasonable rates of fire and liability insurance policies on the Premises and improvements on the Premises. Tenant shall pay the cost of Landlord's insurance, or reimburse Landlord for such insurance, upon presentation of the bills for such insurance.

8.0 CONDITION OF PREMISES, ALTERATIONS, REPAIRS AND MAINTENANCE

8.1. Current Condition. Tenant agrees that, by executing this Lease, Tenant accepts the Leased Premises (including all improvements) in their present AS IS condition, with the exception of improvements to be built by Landlord as summarized on Exhibit B attached hereto and made a part hereof, and Tenant agrees that the Premises are in good, clean, safe and tenantable condition as of the date of this Lease.

8.2. Maintenance. Tenant at its sole cost and expense shall keep and maintain the Premises, all the personal property, and all improvements, and appurtenances, and every part thereof in a good and sanitary order, condition, and repair, reasonable wear and tear excepted. Tenant's obligations hereunder shall include the obligation to make repairs either on or off the Premises which are necessary or required by law to make the Premises suitable for Tenant's use, and Tenant shall defend, indemnify and hold Landlord harmless against any obligation to make any repairs on or off the Premises or to any facilities on or off the Premises necessary for Tenant to use the Premises.

a. Tenant shall be responsible for and shall, at its sole cost and expense, replace

and repair any glass, fixture or appliance in the Leased Premises which becomes broken, regardless of cause or fault. Should Tenant fail to repair or replace any glass, fixture or appliance broken in the Leased Premises, Landlord may replace or repair the same and Tenant shall promptly reimburse Landlord for the cost thereof plus interest at the legally maximum rate from the date the cost was incurred by Landlord to the date of reimbursement by Tenant.

b. Tenant shall maintain the Premises in a clean and sanitary condition and maintain the Premises in compliance with all hazardous waste and environmental laws. If Tenant is cited for violations of any health and safety laws, including any hazardous waste or environmental laws or regulations, Tenant shall cure such violations within thirty (30) days. If Tenant does not cure such violations within thirty (30) days or is cited for such violations on more than one occasion during the term of the Lease, the Parties agree that it will be a material breach of this Lease and Landlord may terminate this Lease upon thirty (30) days' notice to Tenant. In addition, Landlord may pursue any remedy available to Landlord in law or equity.

8.3. Landlord's Consent Required. Tenant shall make no additions, alterations, changes or improvements in the Leased Premises (including any improvements which Tenant believes will increase the value of the Premises), or any part thereof, or make any repairs which change the Leased Premises in any material way, without prior written consent of Landlord. Tenant shall furnish Landlord adequate plans and specifications for such work. Should Landlord consent in writing to the alterations, additions, improvements or repairs, Tenant agrees to give Landlord a written notice of the commencement date of any such additions, alterations, improvements or repairs to be made in, to, or upon the Leased Premises not less than thirty (30) days prior to the commencement of any such work in order that Landlord may post appropriate notices of non-responsibility.

a. Any and all additions, alterations, improvements and fixtures, except moveable furniture and trade fixtures, made or placed in or on the Premises by Tenant or any other person shall become a part of the Leased Premises and belong to Landlord. Furniture and trade fixtures may be removed by Tenant only if no damage is caused to the Leased Premises, and the Premises are repaired and restored in a good and workmanlike manner to the condition of the Premises were in at the beginning of this Lease, or immediately prior to such removal, whichever is better as reasonably determined by Landlord, reasonable wear and tear excepted.

b. Notwithstanding the foregoing, at the option and request of Landlord, Tenant shall, at Tenant's expense, at the termination or expiration of this Lease, remove any and all additions, alterations, repairs, improvements or changes made by Tenant during the term of this Lease, whether pursuant to written permission or otherwise. Further, at the option of Landlord, Tenant shall, at Tenant's expense, restore the Premises to the same condition as the Premises were prior to the additions, alterations, repairs, improvements and/or changes having been made. All such work shall be done in a reasonable and workmanlike manner and without damage to the Premises.

8.4. Indemnity. Tenant shall defend, indemnify and hold Landlord harmless from any and all liability, damage or obligation, including personal injury, incurred in or arising out of, or in any way connected with any such alterations, changes, conditions, modifications, improvements, or

repairs. Tenant hereby waives any and all claims or rights, if any, it may have or in the future may acquire, against Landlord, its agents, attorneys, employees and representatives arising out of or in any way connected with any such alterations, changes, modifications, additions, improvements or repairs.

8.5. No Encumbrances. Tenant shall keep the Premises (including all the personal property) free and clear of any liens, claims, demands and encumbrances. If such lien, claim, demand or encumbrance is claimed or imposed upon Landlord or the Leased Premises, Tenant shall defend, indemnify, and hold harmless Landlord, the Leased Premises and the property of which the Leased Premises are a part, as to each such claim or lien, including all attorneys' fees and costs. Tenant's obligation for indemnity under this Lease shall be primary, not contributing with and not in excess of any insurance policy Landlord may have; neither Landlord nor Landlord's insurance carrier shall in any way be liable for the obligations of Tenant under this Lease.

8.6. Condition at Termination of Lease. Tenant shall, at the termination of this Lease, whether by expiration of time or otherwise, surrender and deliver the Leased Premises (including all the improvements) to Landlord, or to Landlord's agent, in as good condition as received by Tenant from Landlord, reasonable wear and tear excepted. Tenant further agrees to pay for all damage to the Premises (including all the improvements) as well as damage to other tenants or occupants thereof caused by the intentional or negligent acts or omissions of, or misuse of the Premises, improvements or appurtenances by Tenant, Tenant's agents and/or Tenant's invitees.

8.7. Payment and Reimbursement. If Tenant fails to make any repairs promptly and adequately or fails to maintain the Premises (including all the Equipment) in good order and repair, Landlord may, but shall not be required to, make such repairs and Tenant shall pay and reimburse Landlord promptly for the reasonable cost thereof plus interest at the legal maximum rate from the date Landlord incurs such expense until payment by Tenant to Landlord.

8.8. Bond Required. Further, as a condition to giving any consent for any alteration, remodeling, additions or repairs, Landlord may require Tenant to provide Landlord, at Tenant's expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure against any liability for mechanic's and materialman's liens and to insure completion of such work.

9.0 INSPECTION BY LANDLORD

9.1. Right to Inspect. Landlord and Landlord's agents, representatives and employees shall have the right to enter upon the Leased Premises at any reasonable time for the purpose of inspecting the Leased Premises to determine whether Tenant is complying with the terms of the Lease, for the purpose of making repairs, alterations or additions to any portion of the property and building of which the Leased Premises are a part, including the erection of scaffolding, canopies, fences and props as may be required, for the purpose of posting notices of non-responsibility for alterations, additions, or repairs, for the purpose of placing upon the property at any time *for sale* signs or within the last ninety (90) days of the Lease term *for rent* signs, and for the purpose of doing any other lawful act. All such acts may be done without any rebate of rent and without any liability to Tenant

ONB

for any damage or loss, including but not limited to any loss of occupancy, any loss or damage to any business or to the quiet enjoyment of the Premises.

10.0 INDEMNITY AND INSURANCE

10.1. Landlord's Liability. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property or business from any cause whatsoever and Tenant hereby waives all claims against Landlord for damages to any person or property (including Tenant's business and any loss in connection therewith) arising from any cause whatsoever at any time other than arising out of the willful or intentional acts of Landlord. Landlord shall defend, indemnify and hold Tenant and Tenant's agents, attorneys, representatives and employees free and harmless from any and all claims, liabilities, obligations, losses, damages and expenses, including all legal costs and attorneys' fees, for or on account of any damage or injury to any person or any real or personal property (including but not limited to any business and for business losses) resulting from Landlord's breach or failure to perform any of Landlord's obligations hereunder.

10.2. Tenant's Liability. Tenant shall pay for all damage to the Leased Premises, the Property in which the Leased Premises are located, and all parts thereof, as well as all damages to other tenants or occupants of the Property in which the Premises are located, caused by the negligent or willful act or omission or misuse or use of the Premises, or by any breach hereof, or by Tenant or any of Tenant's subtenants, assignees, agents, members, subscribers, or any other person using the Premises with or without the express or implied permission or knowledge of Tenant. Tenant shall defend, indemnify and hold Landlord and Landlord's agents, attorneys, representatives and employees free and harmless from any and all claims, liabilities, obligations, losses, damages and expenses, including all legal costs and attorneys' fees, for or on account of any damage or injury to any person or any real or personal property (including but not limited to any business losses of Tenant and for any damage caused by fire, water, or any natural disaster) resulting from Tenant's occupation or use of the Leased Premises and/or equipment, or otherwise arising out of or caused by any act, omission, failure or breach of Tenant or any of Tenant's agents, employees, or invitees, whether such act, omission or failure is willful, negligent or otherwise.

10.3. Liability Insurance. Throughout the term of this Lease, Tenant shall maintain, at Tenant's expense, and shall name Landlord as an additional insured thereunder, general liability insurance with a Broad Form Liability Endorsement in the amount of not less than \$1,000,000 each occurrence and \$2,000,000 annual aggregate, to insure Tenant's obligations to indemnify Landlord against the injury to one or more persons and/or damage to property, including attorney's fees, arising out of or in connection with the Premises and/or the use and occupancy thereof.

a. The insurance required hereunder and all renewals thereof shall be issued by such good and responsible companies AA rated insurance companies qualified to do and doing business in Colorado as may be approved by Landlord, which approval shall not be unreasonably withheld. Tenant shall provide Landlord with satisfactory evidence of such insurance and Tenant shall obtain a written obligation on the part of the insurance carrier to notify Landlord in writing at least thirty (30) days prior to any cancellation thereof.

b. In the event Tenant fails to pay any insurance as provided in this Lease, Landlord may obtain any such insurance, and the cost thereof shall be paid by Tenant as additional rent with the first payment of rent which is due subsequent to Landlord's incurring such cost, and Landlord shall have all remedies to collect the same as rent as in this Lease and/or as otherwise provided by law for the collection of rent. The limits in any such insurance shall not limit Tenant's liability. Further, all such insurance policies shall be written as primary policies, not contributing with and not in excess of any policy Landlord may have.

10.4. All Risks Insurance. Tenant shall maintain on the Premises, at Tenant's sole cost and expense, an all risks insurance policy (including but not limited to providing standard fire and extended coverage insurance, vandalism, malicious mischief and Plate Glass endorsements, where applicable), to the extent of full replacement value thereof. The insurance policy shall name the Landlord, Tenant and any lender of Landlord, as their interests may appear, as the insured parties. The insurance policy shall provide that any proceeds shall be paid to Landlord.

10.5. Subrogation. All insurance policies required by this Lease shall provide that the insurance company waives all right of recovery by way of subrogation against any party to this Lease in connection with any damage covered by the policy. Landlord shall have no obligation hereunder to insure Tenant's property or other interests of Tenant and Tenant shall assume all responsibility for obtaining and maintaining any insurance therefor which Tenant desires.

10.6. Security. Tenant agrees to provide adequate security for its operations, products and personnel during the Lease term at its sole expense.

11.0 DESTRUCTION OR DAMAGE

11.1. Insured Damage. During the term of this Lease, if the Leased Premises are damaged or destroyed by a risk which is wholly insured against under a standard fire with extended coverage insurance policy then in existence so that the damage is fully paid for by the proceeds of such policy, Landlord shall be required to cause the repair of the property and the Lease shall continue in full force and effect. During the period of reconstruction of such damaged portion of the Premises, the rent for the Premises or that portion of the Premises that cannot be used shall be abated for the period of such non-usability. If the reasonable cost of such repair is 50% or more of the replacement cost of the building damaged, Landlord may, at Landlord's option, by giving notice to Tenant within thirty (30) days after the extent of such damage and reasonable cost to repair the same becomes known, terminate this Lease, to be effective upon such notice. In such event, this Lease shall terminate.

11.2. Uninsured Damage. During the term of this Lease, if the property is damaged or destroyed by a risk which is not wholly insured against under such standard fire insurance policy with extended coverage as may exist at such time of such damage, Landlord shall repair the damage or destruction if the cost of the uninsured portion thereof is equal to or less than 15% of the replacement cost of the improvements on the Leased Premises or \$20,000.00, whichever is less. If such cost is greater than the lesser of such sums, Landlord may, but shall not be obligated to, repair the damage or destruction. If Landlord elects not to make such repairs, Landlord shall give notice in writing to Tenant of such election within thirty (30) days after the extent of such damage and

reasonable cost to repair the same becomes known, Tenant shall have the right to make the repairs at its own cost and expense. Tenant shall make the election within thirty (30) days after written notice from Landlord that Landlord elects not to make the repairs. If neither Landlord nor Tenant so elects to make the repairs, then either the Tenant or the Landlord may, at their option, cancel this Lease for the remainder of the term hereof.

a. If the Lease is canceled, then Landlord shall restore to Tenant any unearned rent paid in advance by Tenant and any other property or money deposited by Tenant as security provided Tenant is not in default under the terms of this Lease. Tenant hereby waives any protection afforded by local law or any statutory law relating to the termination of leases relating to the circumstances covered in this Lease; any termination of this Lease due to destruction of the Premises shall be governed only by the terms of this Lease.

b. Any insurance proceeds received by Landlord because of the total or partial destruction of the Premises or the Property on which the Premises are located shall be the sole property of Landlord, free from any claims of Tenant, and may be used by Landlord for whatever purpose Landlord may desire. Notwithstanding the foregoing, Tenant shall be entitled to request such portion of the insurance proceeds that are for Tenant's trade fixtures and equipment and for any leasehold improvements paid for by Tenant, such leasehold improvements to be amortized based on the balance of the Lease term and cost, as opposed to useful life for income tax or other purposes.

11.3. Tenant's Obligation to Repair. Nothing herein shall alter the obligation of Tenant to repair any damage to the Premises, whether under this Lease or otherwise as provided by law.

12.0 CONDEMNATION

12.1. Condemnation. If at any time the whole or any part of the Leased Premises shall be condemned, this Lease shall as to the parts so taken, terminate as of the date title shall vest in the condemning agency and all proceeds payable by the condemning agency shall belong to Landlord, except that Tenant shall have the right in connection with any such condemnation to assert all claims available to it for its trade fixtures and equipment, to the extent that such award or payment does not affect or diminish the award or payment representing the fee interest of Landlord in the Premises, including ownership in the improvements.

12.2. Definition. Condemnation shall include the taking for any public or quasi-public use or purpose by any lawful power or authority by the exercise of the right of condemnation or eminent domain or by agreement between the Landlord and those having the authority to exercise such right regarding all or a portion of the Leased Premises.

12.3. Termination of Lease. If the entire Leased Premises, or such a substantial portion of the Leased Premises so that the balance of the Leased Premises is not reasonably suitable for the conduct of Tenant's normal business operations therein is so taken, this Lease and the term hereof shall cease and expire, at the option of either Party, on the date of transfer of possession in connection with such condemnation.

CAS

13.0 ASSIGNMENT OR SUBLEASE

13.1 Landlord's Consent Required. Tenant shall not assign, sublease or otherwise transfer either voluntarily or by operation of law, this Lease, or any interest therein, or in the Leased Premises or any portion thereof, without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. In the event of any such assignment or sublet, Tenant shall continue to remain fully responsible to Landlord for the performance of all the terms and conditions of this Lease.

a. Tenant shall have the right to assign this Lease to any affiliated or successor entity with 30 days prior written notice to Landlord. An entity will be deemed affiliated if there is more than 50% common ownership of Tenant and its transferee. An entity will be deemed a successor entity if the current owners of Tenant own more than 50% of the transferee.

b. Further, a consent by Landlord to one assignment or sub-letting or other transfer shall not be deemed to be a consent to any subsequent assignment, sub-letting, or transfer. In the event of any such proposed assignment or subletting, Tenant shall pay Landlord's reasonable attorney's fees incurred in connection therewith, not to exceed \$1,500, and if the assignment or subletting is permitted, Tenant shall pay Landlord 50% of all compensation received from the permitted assignee, directly or indirectly, in excess of the rent then being charged under this Lease.

13.2. Transfer of Beneficial Interest. If Tenant is a corporation, limited liability company or other business entity, the transfer of 50% or more of the beneficial interests, however effected, in one or more transactions, shall constitute an assignment hereunder for which written consent is required. Any of the foregoing acts without prior written consent shall be void and, at the option of Landlord, shall terminate this Lease.

13.3. Assignment. Landlord and Tenant agree that any rent or other consideration received or to be received by, for the benefit of or on behalf of Tenant as a result of any sublet or assignment is hereby assigned to Landlord and shall be paid directly to Landlord as additional rent under this Lease and shall not reduce or affect any other obligation of Tenant under this Lease.

14.0 DEFAULT

14.1 Events of Default. The occurrence of any of the following shall constitute a default of this Lease by Tenant:

a. Failure to pay rent when due, if the failure continues for three (3) days after notice has been given to Tenant. Notice of default in the payment of rent may be given at any time after the due date of such payment.

b. Abandonment or vacation of the Premises prior to the expiration of the term of this Lease.

c. Failure to perform any provision of this Lease if the failure to perform is not

cured within three (3) days after notice had been given to Tenant. If the default cannot reasonably be cured within the three (3) days, Tenant shall not be in default of this Lease if Tenant commences to cure the default within the three (3) day period and diligently and in good faith continues to cure the default to completion.

- d. The filing of a bankruptcy proceeding in which Tenant is the bankrupt.
- e. The appointment of a receiver for the assets of Tenant or any assignment for the benefit of creditors.
- f. Loss or suspension of tenant's license issued pursuant to the Marijuana Codes.

14.2 Remedies. In the event of any default by Tenant, Landlord shall have the following remedies. The following remedies are not exclusive but are cumulative and in addition to any remedies now or later provided or permitted by law.

a. Landlord can continue this Lease in full force and effect, and the Lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the Premises and re-let them, or any part of them, to third parties for Tenant's account. Tenant shall be liable, immediately to Landlord for all costs Landlord incurs in re-letting the Premises, including, without limitations, broker's commissions, expenses or remodeling the Premises required by the re-letting, and like costs. Re-letting can be for a period shorter or longer than the remaining terms of this Lease. Tenant shall pay to Landlord the rent due under this Lease on the dates the rent is due, less the rent Landlord receives from any re-letting. No act by Landlord allowed by this section shall terminate this Lease unless Landlord notifies Tenant in writing that Landlord elects to terminate this Lease. After Tenant's default and for as long as Landlord does not terminate Tenant's right to possession of the Premises, if Tenant obtains Landlord's consent, Tenant shall have the right to assign or sub-let its interest in this Lease, but Tenant shall not be released from any liability under this Lease. Landlord's consent to a proposed assignment or sub-letting shall not be unreasonably withheld.

b. Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant shall terminate this Lease. Acts of maintenance, efforts to re-let the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of this Lease or Tenant's right to possession of the Leased Premises. On termination, Landlord has the right to recover from Tenant the following:

(i) The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

(ii) The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

CW

(iii) The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

(iv) Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

c. *The worth, at the time of the award* as used in (i) and (ii) of this section is to be computed by allowing interest at the rate of 10% per annum. *The worth, at the time of the award* in (iii) of this paragraph is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award.

15.0 SIGNS

15.1 Landlord's Consent Required. Tenant shall have the right to post a sign at the entrance of the Retail Store, with the prior written consent of the Landlord, provided that the sign conforms to all zoning and local requirements. Tenant shall have the right, upon obtaining Landlord's prior written consent and approval, to place additional signage on the Premises for the purpose of identifying Tenant's business as long as the sign does not damage the Premises, is aesthetically complementary to the building, and is not in bad taste. Tenant shall pay for the cost of such signs and shall be responsible and pay for the removal thereof at the termination of the Lease or upon vacating the Premises by Tenant and for returning the Premises to their condition that existed prior to the placement of such sign. In no event shall any sign be permitted if it damages the Premises.

16.0 SUBORDINATION; ESTOPPEL

16.1 Subordination. This Lease shall be superior to any encumbrance recorded after the date of this Lease affecting the Leased Premises, improvements, building, and Property of which the Premises are a part. However, if a lender requires that this Lease be subordinated to any such encumbrance, this Lease shall be subordinated to such encumbrance at the discretion of the Landlord. Notwithstanding the foregoing, any provision of this Lease concerning the disposition of insurance proceeds on destruction of the Premises and the provisions of this Lease concerning the disposition of any condemnation award shall prevail over any conflicting provisions in any encumbrance. Tenant shall execute such written agreements and other documents required by the lender to accomplish the purpose of this section.

16.2 Estoppel. Within fifteen (15) days' notice from Landlord, Tenant shall execute and deliver to Landlord, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of the monthly rent, the amount of the last month's rent and how it was determined, the dates to which rent has been paid, the amount of any security deposit or prepaid rent and any other reasonable information requested about the Lease. If Tenant fails to deliver such certificate within fifteen (15) days, Tenant irrevocably constitutes and appoints Landlord as its special attorney-in-fact to execute and deliver the certificate to any third party. Failure to deliver the

certificate within fifteen (15) days shall be conclusive upon Tenant for the benefit of Landlord and any successor of Landlord, that this Lease is in full force and effect and has not been modified except as may be represented by Landlord.

17.0 SURRENDER OF PREMISES

17.1 Surrender of Premises. On expiration of the Lease or ten (10) days after the termination of the Term of this Lease, whichever is first, Tenant shall surrender to Landlord the Premises and all improvements and alterations in good condition, reasonable wear and tear excepted, except as otherwise provided in Article 8 above. Tenant shall remove all its personal property within the above-stated time and shall perform all restoration required under the terms of this Lease within that time.

17.2 Tenant's Property. Landlord can elect to retain or dispose of in any manner any alterations or Tenant's personal property that Tenant does not remove from the premises on expiration or termination of the term as allowed or required by this Lease by giving at least ten (10) days' notice to Tenant. Title to any such alterations or Tenant's personal property that Landlord elects to retain or dispose of on expiration of such ten (10) day period shall vest in Landlord. Tenant waives all claims against Landlord for any damages to Tenant or Tenant's property resulting from Landlord's retention or disposition of any such alterations or Tenant's personal property. Tenant shall be liable to Landlord for Landlord's costs for storing, removing and disposing of any alterations or Tenant's personal property.

17.3 Indemnity. If Tenant fails to surrender the Premises to Landlord on such expiration or ten (10) days after termination of the term as required hereunder, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to timely surrender the Premises, including, without limitation, claims by Landlord's succeeding tenant resulting from Tenant's failure to timely surrender the Premises.

18.0 NOTICES

18.1 Notices. Notices regarding any matters arising out of the terms of this Lease or otherwise required under this Lease shall be given personal delivery or by certified mail, return receipt requested. Notices to the Landlord shall be addressed to Landlord at 7011 Rio Grande Blvd NW, Albuquerque, NM 87107, and notices to Tenant shall be addressed to Tenant at 639 Henry Avenue, Pueblo, CO 81005, or at such other addresses as the parties shall direct in writing and by giving notice in the manner set forth in this section. If mailed, the notice shall be deemed communicated two (2) days from the time of mailing if mailed as provided in this section and correctly addressed.

19.0 MISCELLANEOUS PROVISIONS

19.1 Waiver. The waiver by Landlord of any right or remedy of Landlord or of any default by Tenant shall not be deemed a waiver of such right or remedy or of such default for any other or subsequent occurrence. Further, any waiver shall not be deemed a waiver of any of any other

CNE

provisions of this Lease and the receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default, excepting only the rent so paid.

19.2 Sale or Transfer of Premises. If Landlord sells or transfers all or any portion of the Premises, building, other improvements, and/or Property of which the Premises are a part, Landlord, on consummation of the sale or transfer, shall be released from any liability thereafter accruing under this Lease. If any security deposit or prepaid rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid rent to Landlord's successor and on such transfer, Landlord shall be discharged from any further liability in reference to the security deposit or prepaid rent.

19.3. Attorney's Fees. If either Party commences a legal action against the other Party arising out of or in connection with this Lease, the losing Party shall pay the prevailing Party's reasonable attorney's fees and costs of such action. If Landlord becomes a party to any litigation concerning this Lease, the Leased Premises, or the building or other improvements in which the Premises are located, by reason of any act or omission of the Tenant or Tenant's agents or representatives, Tenant shall pay the reasonable attorney's fees and court costs incurred by Landlord in such litigation.

19.4. Time is of the Essence. Time is of the essence of this Lease.

19.5. Successors. This Lease shall be binding upon and inure to the benefit of the Parties, their successors, representatives, and assigns; provided, however, this provision shall not be construed as a waiver of the restrictions against subletting, assigning or transferring this Lease.

19.6. Money Payable in United States Money. Rent and all other sums payable under this Lease must be paid in lawful money of the United States.

19.7. Severability. The enforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid or illegal and the Lease shall continue in full force and effect.

19.8. Real Estate Brokers. Tenant acknowledges that the Landlord is not represented by any brokers in connection with this Lease. Tenant represents that Tenant is not represented by any brokers in connection with this Lease. Tenant represents that Tenant has not dealt with any real estate broker, finder, or other person, with respect to this Lease in any manner. Tenant shall defend, indemnify and hold the Landlord harmless from all damages resulting from any claims that may be asserted against the Landlord by any broker, finder, or other person with whom Tenant has or purportedly has dealt.

19.9. Entire Agreement. This Agreement contains the entire Agreement of the Parties and supersedes any prior written or oral agreements between the Parties concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto relating to the subject matter contained in this Agreement, which are not fully expressed herein.

19.10. Agreement to Perform Necessary Acts. Each Party or successor in interest to this Agreement agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

19.11. Interpretation. Where the context so requires, the use of the neuter gender will include the masculine and feminine genders and the singular shall include a corporation, partnership, LLC or other form of association.

19.12. Captions. Sections, titles or captions in no way define, limit, extend or describe the scope of this Agreement nor the intent of any of its provisions.

19.13. Remedies Not Exclusive. Unless otherwise indicated, no remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

19.14. Effect of the Law. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any present or future statute, law, ordinance, or regulation, the latter shall prevail, but in such event the provisions of this Agreement affected thereby shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law.

19.15. Business Language. The Parties agree that all communication between Landlord and Tenant shall be conducted in English. If required for the reasonable conduct of business, Tenant shall provide an interpreter at Tenant's sole cost and expense.

19.16. Authority. If tenant is a corporation, limited liability company or other entity, Tenant shall deliver to Landlord before execution of this Lease a certified copy of the resolution of Tenant's Board of Directors (or Partners/Members/Managers, as appropriate) authorizing the execution of this Lease and naming the officers of the corporation or other entity who are authorized to execute this Lease on behalf of the corporation or other entity.

19.17. Personal Guaranty. If tenant is a corporation, limited liability company or other entity Tenant shall deliver to Landlord before execution of this Lease a personal guaranty in the form attached to this Lease as Addendum II, executed by a person whose net worth exceeds \$3 million, with a copy of such person's financial statements.

19.18. Colorado Law. This Lease shall be construed and interpreted in accordance with the law of the State of Colorado.

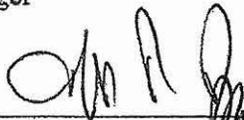
Signature Page Follows

cnf

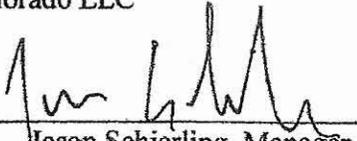
IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of
Oct. 13th, 2014.

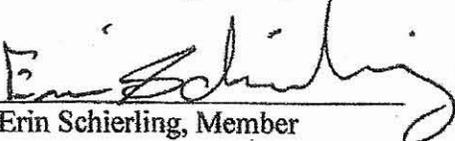
LANDLORD:
401 W MAIN LLC,
a Colorado limited liability company

By: Briggs Properties Co., LLC
A New Mexico limited liability company,
Manager

By: 
Charles R. Briggs, Manager

TENANT:
MAIN STREET CANNABIS,
a Colorado LLC

By:  10/13/14
Jason Schierling, Manager

Attest:  10/13/2014
Erin Schierling, Member

LEASE EXHIBIT A
401 W MAIN STREET RETAIL STORE
TRINIDAD, COLORADO

Legal Description of the Retail Store

The real property to be leased, consisting of the current building and future Retail Store / marijuana establishment, approximately 1347 square feet, the address of which is 401 Main Street, Trinidad, CO 81082 in Animas County, zoned commercial, described as OTS BLK 111, Part of Lots 1 and 2, fronting 76.5 feet on Animas and 76.6 feet on West Main Street.

CF

**LEASE EXHIBIT B
401 W MAIN STREET RETAIL STORE
TRINIDAD, COLORADO**

Additional Obligations of Landlord and Tenant

Landlord's Improvements to the Leased Premises.

NONE

CRP

LEASE EXHIBIT C
401 W MAIN STREET RETAIL STORE
TRINIDAD, COLORADO

Personal Guaranty

This is a Personal Guaranty by JASON SCHIERLING and ERIN SCHIERLING, hereinafter referred to individually as a Guarantor or collectively as the Guarantors, effective October 13, 2014, for value received and in consideration for the consent of 401 W MAIN LLC, a Colorado limited liability company (hereinafter referred to as Landlord), in connection with the execution of a lease described below (the Lease).

1. Recitals. Landlord is the owner and landlord of the real property and the improvements thereon, a commercial building, commonly known as 401 w Main Street, Trinidad, Colorado 81082 (Retail Store). The Retail Store is hereinafter referred to as the Premises. Guarantor acknowledges that Landlord proposes to enter into a new lease for the Premises in which MAIN STREET CANNABIS, a Colorado LLC (hereinafter referred to as Tenant) will be the Tenant. Landlord desires to enter into such a Lease only if the Lease is personally guaranteed by a responsible person. Each Guarantor has provided Landlord a personal financial statement as of December 31, 2013, which each Guarantor certifies is true, correct and complete.

2. Consent. Landlord hereby grants consent to the execution of the Lease to Tenant in consideration for the personal guaranty of Guarantors.

3. Unconditional Guaranty. The Guarantors hereby jointly, severally and unconditionally guaranty to Landlord (i) the prompt payment of rent due to Landlord in accordance with the terms of the Lease, (ii) strict compliance by Guarantors with the covenants and conditions of the Lease, and (iii) any other agreement now or hereafter executed by the Tenant or a Guarantor in connection with the Lease, in accordance with the terms and conditions provided herein.

a. This is a guaranty of payment and performance and not of collectability; it is not conditional or contingent upon the genuineness, validity, regularity or enforceability of the Lease or instruments relating to the obligations hereby guaranteed or the pursuit by Landlord of any remedies that Landlord has or may hereafter have.

b. The liability of each Guarantor on this Guaranty shall not be affected by the release or discharge of Tenant in any creditor proceeding, receivership, bankruptcy or other proceeding; the impairment, limitation, or modification of the liability of Tenant, or of any remedy for the enforcement of Tenant's liability resulting from the operation of any present or future provision of the Bankruptcy Code as amended (Title 11 of the US Code) or any similar state law statute or court decision; any rejection or disaffirmance of any liability of Tenant in any such proceeding; or the cessation of Tenant's liability to Landlord for any reason.

CAR

4. Modification, Waiver or Release of Security. Each Guarantor shall continue to be liable under this Guaranty and its provisions shall remain in full force and effect notwithstanding:

a. Any modification, agreement or stipulation between Landlord and Tenant or a Guarantor, or their respective successors and assigns with respect to the Lease; or

b. Landlord's waiver of or failure to enforce any terms, covenants or conditions contained in the Lease or any modification of the Lease; or

c. Any release of any real or personal property or other security then held by Landlord for the performance of the obligations hereby guaranteed.

5. Enforcement. Each Guarantor agrees that Landlord may enforce this Guaranty without the necessity of resorting to or exhausting any security deposit or collateral of Tenant. Each Guarantor waives the right to require Landlord to proceed against Tenant to foreclosure any deposit or lien on any real or personal property, to exercise any right or remedy under the Lease or other Agreement, to pursue any other remedy or to enforce any other right. Each Guarantor hereby waives any demand or notice of any kind, any right under any applicable law or statute of limitation affecting the enforceability of this Guaranty, and any provision of law, including legal or equitable discharge, which may conflict with the terms of this Guaranty, whether now in existence or subsequently enacted or adopted.

6. Notice. Whenever the Parties desire to give or receive any notice, demand or request with respect to this Guaranty, each such communication shall be in writing and shall be effective only if it is delivered by personal service or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to Landlord as set forth in the Lease, and addressed to Guarantor as set forth below. Such communication sent shall be effective three (3) days after being deposited in the United States mail. Each Party hereto may change its address for such notice or communication by giving notice to other Party in conformity with this paragraph.

7. Successors and Assigns. This Guaranty shall be binding on each Guarantor, each Guarantor's heirs, representatives, administrators, executors, successors and assigns. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter, and vice versa, if the context so requires.

8. Release. A Guarantor cannot be released from the obligation under this Guaranty except by written document duly executed by Landlord or by compliance with the terms of the Lease.

9. Attorney's Fees. Guarantors shall forthwith pay to Landlord the amount of all attorneys' fees and costs incurred by Landlord pursuant to this Personal Guaranty or in defense or enforcement of Landlord interests in the Lease or this Guaranty (whether or not Landlord files a lawsuit against Guarantors) in the event Landlord retains counsel, or incurs costs in order to obtain legal advice to enforce, or seek to enforce, any of Landlord's rights; commence, intervene in, respond to, or defend any action or proceeding; file or prosecute a claim in any action or proceeding (including, without limitation, any probate claim, bankruptcy claim, third party claim, or secured

CW

creditor claim); or represent Landlord in any litigation with respect to a Guarantor's affairs. If a Guarantor or Landlord files any lawsuit against the other based upon this Guaranty, the prevailing Party in such action shall be entitled to recover its attorneys' fees and costs.

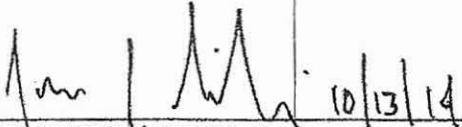
10. Other Provisions.

a. Each Guarantor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Guaranty, including promptly providing current financial statements to Landlord upon request.

b. Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

c. Time is of the essence under this Guaranty; any amendment, modification or revision of this Guaranty must be in written form. This Guaranty shall be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, each Guarantor has executed this Personal Guaranty as of the date set forth below.



JASON SCHIERLING, Guarantor
639 Henry Ave Pueblo, CO 81005
Address
10/13/14
Date:



ERIN SCHIERLING, Guarantor
639 Henry Ave Pueblo C.O. 81005
Address
10/13/2014
Date:



Colorado Secretary of State
 Date and Time: 10/10/2014 11:51 AM
 ID Number: 20141620572
 Document number: 20141620572
 Amount Paid: \$1.00

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.

ABOVE SPACE FOR OFFICE USE ONLY

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

Main Street Cannabis

(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 **639 Henry Ave**
(Street number and name)

Pueblo **CO** **81005**
(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) **Schierling Jason Edward**
(Last) (First) (Middle) (Suffix)

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

Street address **639 Henry Ave**
(Street number and name)

Pueblo **CO** **81005**
(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) Schierling Jason Edward
(Last) (First) (Middle) (Suffix)

or

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

Mailing address 639 Henry Ave
(Street number and name or Post Office Box information)

Pueblo CO 81005
(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>Schierling</u>	<u>Jason</u>	<u>E</u>	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>639 Henry Ave</u>			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
<u>Pueblo</u>	<u>CO</u>	<u>81005</u>	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<u></u>	<u>United States</u>		
<i>(Province – if applicable)</i>	<i>(Country)</i>		

(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).

ARTICLES OF INCORPORATION OF
Main Street Cannabis

(CHAPTER S CORPORATION)

ONE: The name of this corporation is Main Street Cannabis.

TWO: The purpose of the corporation is to engage in the lawful act of selling recreational marijuana in the State of Colorado.

THREE: The name and address in this state of the corporation's initial agent for service of process are:

Jason Schierling
639 Henry Ave.
Pueblo, CO 81005

FOUR: The principal place of business for this Corporation will be:

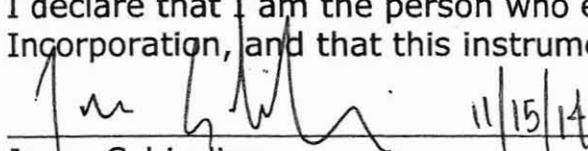
401 W. Main Street
Trinidad, CO 81082

FIVE: This Corporation is authorized to issue only one class of shares, which shall be designated "common" shares. The total number of such shares authorized to be issued is 1000.

SIX: This Corporation is formed under the regulations for Chapter S corporations and will seek Chapter S designation with the Internal Revenue Service. Accordingly, only persons who qualify as stockholders under Chapter S requirements may hold stock in the corporation.

Dated this 15th day of November, 2014.

I declare that I am the person who executed the above Articles of Incorporation, and that this instrument is my act and deed.



Jason Schierling 11/15/14

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Main Street Cannabis

is a **Corporation** formed or registered on 10/10/2014 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 20141620572.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/15/2015 that have been posted, and by documents delivered to this office electronically through 05/18/2015 @ 14:30:19.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 05/18/2015 @ 14:30:19 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9191619.



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."

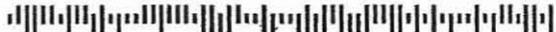
STATE CITY
COLORADO TRINIDAD

Must collect
taxes for:
**SALES TAX
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION			ISSUE DATE			LICENSE VALID TO DECEMBER 31 2015
	county	city	industry type	liability date	month	day	
29989916-0000	05	0102	017 C	080115	May	16	15

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: Main Street Cannabis
401 W MAIN ST TRINIDAD CO 81082-2623

**THIS LICENSE IS NOT
TRANSFERABLE**



MAIN STREET CANNABIS
ATTN: JASON SCHIERLING
639 HENRY AVE
PUEBLO CO 81005-1708

Executive Director
Department of Revenue

▲ Detach Here ▲

Letter Id: L0862623168

Important Verification Process

If you are new to Colorado sales tax visit: www.Colorado.gov/revenue/salestaxbasics

VERIFY that all information on your sales tax license is correct. Modify and update any errors you identify on the Internet through Revenue Online. **Access your tax account, file returns, submit payments, verify sales tax licenses and view sales tax rates through Revenue Online at www.Colorado.gov/RevenueOnline**

All the information you need to register is on this document; have it with you before you begin. Follow these easy steps.

1. Go to www.Colorado.gov/RevenueOnline
2. Click on the **Sign Up (Individual or Business)** link on the right.
3. Click on **Continue**.

Now click on: **Enter Taxpayer Information**. Click on the down arrow in the Account Type list and select Other. Use the first 8-digits of the account number shown on your license. Complete the rest of the screen.

Next click on: **Enter Login Information** and complete the screen (this is information YOU get to create for the account).

Next click on: **Enter Account Information** and complete the screen.

Your Letter ID is: L0862623168

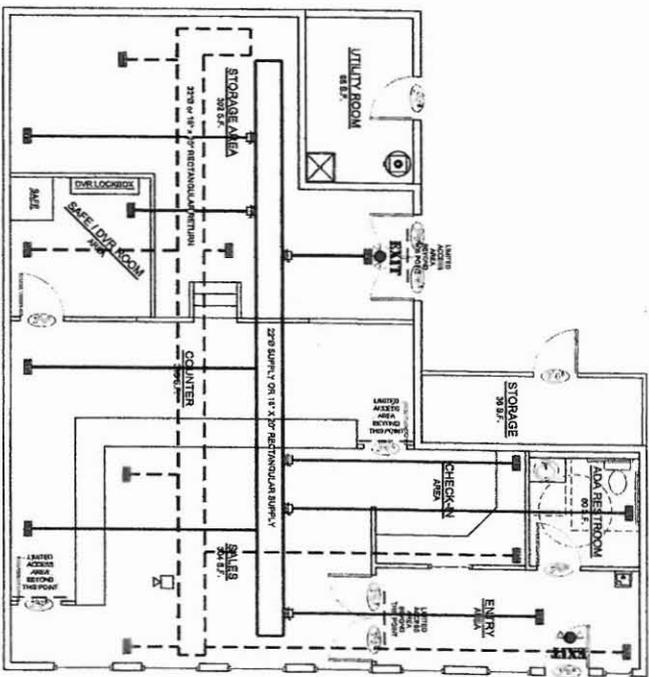
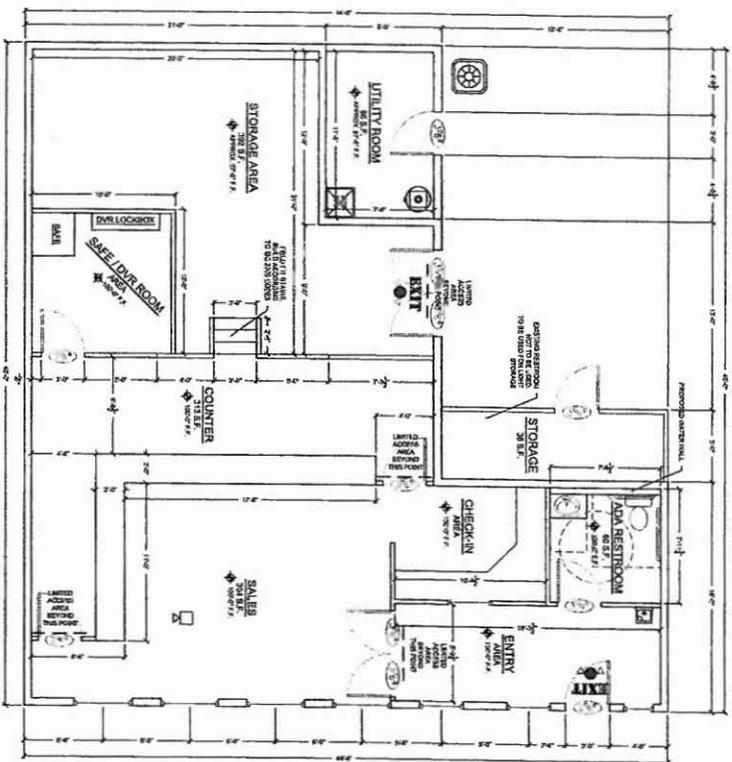
Then click the **Submit** button. You will see a confirmation page on your screen. You should receive a confirmation email from the Colorado Department of Revenue. ~~If you do not, check your Junk email folder. Once you have your Authorization Code return to Revenue Online via the link in your email.~~ Enter the Login ID and Password you created.

1. Click on the **Login** button.
2. Enter the Authorization Code from your email (first time only).
3. Click Login. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as withholding, you will be able to view those tax types through the account. You do not need to create separate Login IDs and Passwords for each tax in your account.

Filing Returns

To file a return, go to Revenue Online (www.Colorado.gov/RevenueOnline). You must file a return for each reporting period. If you have no tax to report, file a "zero" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date. If you discontinue sales, you may close your business location through Revenue Online.

Learn more and avoid unnecessary errors by attending our **free sales tax classes!** Sign up at www.TaxSeminars.state.co.us



GENERAL NOTES:

- 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- 2. FINISHES TO BE DETERMINED BY ARCHITECT.
- 3. REFER TO ALL APPLICABLE CODES AND REGULATIONS.
- 4. CHECK FOR ALL INTERFERENCES PRIOR TO CONSTRUCTION.
- 5. VERIFY ALL FIELD CONDITIONS PRIOR TO START OF WORK.
- 6. ALL WORK TO BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
- 8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
- 9. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITY.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
- 11. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
- 12. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
- 13. ALL WASTE MATERIALS SHALL BE PROPERLY DISPOSED OF AT THE END OF EACH DAY.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE COVERAGE.
- 15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.
- 16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
- 17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
- 18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
- 19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.
- 20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY REFERENCES.



PERMIT SET

Capitano Engineering, Inc. - (719) 547-7073
 P.O. Box 2850
 Pueblo, CO 81004

17176 Englewood Blvd. Suite #150
 Pueblo, CO 81008

MAIN STREET CANNABIS FLOOR PLAN
 401 W MAIN ST
 PUEBLO, COLORADO

PROJECT NO: 2014-211

DESIGNED BY: JH	DATE: 2/10/15	SCALE: AS SHOWN
DRAWN BY: JH	DATE: 2/10/15	DRAWING NO: 2014-211-001
CHECKED BY: JH	DATE: 2/10/15	SHEET NO: A1

LOCAL JURISDICTION:
 CITY OF PUEBLO, COLORADO
 17176 ENGLEWOOD BLVD. SUITE #150 PUEBLO, CO 81008

REGISTERED PROFESSIONAL ENGINEER
 STATE OF COLORADO
 NO. 37210
 JAMES H. CAPITANO



Individual History Record
City of Trinidad, Colorado

**CONFIDENTIAL INFORMATION
NOT FOR PUBLIC DISCLOSURE**

PLEASE PRINT CLEARLY IN BLACK INK

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company **MANAGING** members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

1. Owner/Company Name Main Street Cannabis

2. D/B/A (Doing Business As) _____

3. Business address 401 W. Main St. Trinidad, CO 81087

4. Business License # Pending

5. Your Full Name (last, first, middle) Schierling, Jason Edward

6. List any other names you have used N/A

7. Mailing address (if different from residence) 639 Henry Ave Pueblo, CO 81005

8. Phone (719) 924-0316

9. List All Other Medical Marijuana Licenses Issued to Applicant (Attach separate sheet if necessary)

<u>Organic Solutions Inc</u>	Location <u>74 N. McCulloch St 120 Pueblo West, CO 81007</u>
_____	_____
_____	_____

10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license.
Organic Solutions Corp License # 403-01096

11. List all residence addresses below. Include current and previous addresses for the past five years.

Current	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
	<u>[REDACTED]</u>	<u>Pueblo, CO 81007</u>	<u>2005</u>	<u>2015</u>
Previous	_____	_____	_____	_____
	_____	_____	_____	_____

12. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)

NAME OF EMPLOYER ADDRESS (STREET, NUMBER, CITY, STATE, ZIP) POSITION HELD FROM TO
CO Development 639 Henry Ave Pueblo CO 81005 Owner 2000 Present

13. List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana Industry.

NAME OF RELATIVE RELATIONSHIP TO YOU POSITION HELD NAME OF LICENSEE
Erin John Schierling Brother Owner Organic Solutions Inc.

14. Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail. YES NO

I own both a medical marijuana dispensary & grow in Pueblo Co

15. Have you ever received a violation notice suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the U.S.? if yes, explain in detail. YES NO

16. 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? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

17. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail. YES NO

18. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail. YES NO

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth _____ b. Social Security Number SSN _____ c. Place of Birth _____ d. U.S. Citizen? YES 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 Brown o. Eye Color Brown p. Sex Male q. Race _____

r. Do you have a current Driver's License? YES NO If so, give State and Number _____

14. Financial Information

This section is to be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company

20. Give name of bank where business account will be maintained; Account Name and Account Number; and the name or names of persons authorized to draw thereon.

AFFIDAVIT

State of Colorado)
) ss.
County of Las Animas)

I, Jason E. Schickling, being first duly sworn, state that I am
Printed Name of Applicant

an applicant for a Medical Marijuana Center for Main Street Cannabis
Name of Establishment

Located at 401 W. Main St. Trinidad, CO 81082, Trinidad, Colorado;
Address of Establishment

and that in connection with said 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.

In addition, I hereby state that I have not been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense in criminal or military court other than what has been reported within my application for said license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages.

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point), who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

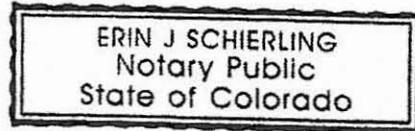
[Handwritten Signature]
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 10 day of

June, 2015, by Erin Schierling

Witness my hand and official seal.

My commission expires 02/07/2018



Notary Public

Owner/Manager Approval (Required)

I, Jason E. Schierling, Owner/Manager of Mara Street Cannabis
Owner or Manager's Name Printed Here Business Name Printed Here

acknowledge and approve the submittal of an application for _____
Applicant's Printed Name Here



Individual History Record
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION
NOT FOR PUBLIC DISCLOSURE

PLEASE PRINT CLEARLY IN BLACK INK

To be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company and all managers and employees of a Medical Marijuana License.

NOTICE: This individual history record provides basic information which is necessary for the licensing authority investigation. All questions must be answered in their entirety or your application may be delayed or not processed. EVERY answer you give will be checked for its truthfulness. A deliberate falsehood or omission will jeopardize the application as such falsehood within itself constitutes evidence regarding the character of the applicant.

1. Owner/Company Name Main Street Cannabis

2. D/B/A (Doing Business As) _____

3. Business address 401 West Main Street Trinidad CO 81082

4. Business License # Pending

5. Your Full Name (last, first, middle)
Schierling Erin John

6. List any other names you have used
Aaron John Schierling

7. Mailing address (if different from residence)
1039 Henry Avenue Pueblo, CO 81005

8. Phone
1-719-766-1486

9. List All Other Medical Marijuana Licenses issued to Applicant (Attach separate sheet if necessary)
Organic Solutions Inc.

Location
74 N. McCulloch Blvd Ste. 120
Pueblo West, CO 81007

10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license.
Organic Solutions Grow License # 403-010910

11. List all residence addresses below. Include current and previous addresses for the past five years.

	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
Current	<u>[REDACTED]</u>	<u>Pueblo, CO 81005</u>	<u>2005</u>	<u>2015</u>
Previous	_____	_____	_____	_____
	_____	_____	_____	_____

12. List all current and former employers or businesses engaged in within the last five years (Attach separate sheet if necessary)
NAME OF EMPLOYER ADDRESS (STREET, NUMBER, CITY, STATE, ZIP) POSITION HELD FROM TO

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO

13. List the name(s) of relatives working in or holding a financial interest in the Colorado Medical Marijuana Industry.
NAME OF RELATIVE RELATIONSHIP TO YOU POSITION HELD NAME OF LICENSEE

Jason Edward Schierling brother Owner Organic Solutions

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE

14. Have you ever applied for, held, or had an interest in a State of Colorado Medical Marijuana License, or loaned money, furniture or fixtures, equipment or inventory, to any Medical Marijuana licensee? If yes, answer in detail. YES NO

I have a Medical Marijuana Dispensary and Medical Marijuana grow, both in Pueblo, CO.

15. Have you ever received a violation notice suspension or revocation, for a law violation, or have you applied for or been denied a Medical Marijuana License anywhere in the U.S.? If yes, explain in detail. YES NO

16. 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? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

9/11/2001 - Disorderly conduct, dismissed 10/25/2004 - DUI, deferred sentence
11/2/2006 - DUI, guilty plea, dismissed 6/1/2008 - DUI, dismissed
10/28/2008 - DUI, guilty plea, dismissed 5/10/2010 - DUI, guilty plea, dismissed

17. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? If yes, explain in detail. YES NO

18. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? If yes, explain in detail. YES NO

I have had five DUI's between 2004 and 2010.

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth _____ b. Social Security Number SSN _____ c. Place of Birth _____ d. U.S. Citizen? YES 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 Blonde o. Eye Color Green p. Sex Male q. Race _____

r. Do you have a current Driver's License? YES NO If so, give State and Number _____

14. Financial Information

This section is to be completed by each individual applicant, all general partners of a partnership, and limited partners owning 10% (or more) of a partnership; all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation; all limited liability company MANAGING members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company

20. Give name of bank where business account will be maintained; Account Name and Account Number; and the name or names of persons authorized to draw thereon.

AFFIDAVIT

State of Colorado)
County of Las Animas) ss.

I, Erin Schueckling, being first duly sworn, state that I am
Printed Name of Applicant

an applicant for a Medical Marijuana Center for Main Street Cannabis
Name of Establishment

Located at 401 West Main Street Trinidad CO 81082 Trinidad, Colorado;
Address of Establishment

and that in connection with said 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.

In addition, I hereby state that I have not been convicted of a crime, fined, imprisoned, placed on probation, received a suspended sentence or forfeited bail for any offense in criminal or military court other than what has been reported within my application for said license, except traffic violations which did not result in suspension or revocation of my driver's license or conviction of driving under the influence of alcoholic beverages.

I fully understand that the Trinidad Police Department conducts a background investigation of all applicants (using this application for its beginning point), who are being considered for a Medical Marijuana License. This investigation includes, but is not limited to, an investigation of past employment, financial stability, driving records and character. I hereby waive any and all rights that I may have to examine, review, or inspect any documents or information of whatever kind, form or nature, obtained in the course of the background investigation.

I hereby authorize any person who is contacted by the Trinidad Police Department's personnel to release any information to the Trinidad Police Department pertaining to the background investigation.

I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the City of Trinidad, State of Colorado, and can not and will not be returned to me under any circumstances whatsoever, and will not be disclosed to me.

I authorize the Trinidad Police Department to release any information or documents collected during the application process to any person or entity lawfully empowered to obtain this information or documents.

I further agree to release and hold harmless any person releasing such information to the Trinidad Police Department from any and all liability or claims that I may have against that person arising out of the release of such information.

I further agree to release and hold harmless the City of Trinidad, its elected officials, officers, agents and employees from any and all liability or claims which I may have arising out of the disclosure of such information to the Trinidad Police Department for use by the Trinidad Police Department in the consideration of my application for a Medical Marijuana License, the disclosure or release of any information or documents by the Trinidad Police Department or agents thereof collected during the application process to any person or entity lawfully empowered to obtain such information or documents.

This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves to be false, the Trinidad Medical Marijuana Authority may revoke the license previously issued to me in reliance upon this Affidavit and said revocation may be accomplished without the necessity of any hearing.

Erin Schierling
Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 5 day of 6, 2015, by Linda Leonard



My Commission Expires 11/15/2015

Witness my hand and official seal.

My commission expires 11-15-2015.

Linda Leonard
Notary Public

Owner/Manager Approval (Required)

I, *Erin Schierling*, Owner/Manager of *Main Street Cannabis*
Owner or Manager's Name Printed Here Business Name Printed Here

acknowledge and approve the submittal of an application for *Erin Schierling*
Applicant's Printed Name Here

Applicant's Last Name (Please Print) Schlerling	First Name Erin	Middle Name John
--	--------------------	---------------------

DR 8521 (07/08/10)
 COLORADO DEPARTMENT OF REVENUE
 MEDICAL MARIJUANA ENFORCEMENT DIVISION

ARREST DISCLOSURE FORM

If you have been arrested in the past 10 years, given a summons, or been convicted of any offense, you must disclose this information to the Medical Marijuana Enforcement Division.

Any person licensed by the Medical Marijuana Enforcement Division, and any associated person to a licensee, must make written notification to the Division's office of any criminal conviction and/or criminal charge pending against such person within 10 days of such arrest, summons, or conviction. This includes:

- Being taken into custody for any offense, including traffic offenses
- Being issued a summons or citation for any offense except for minor traffic offenses
- Failing to comply with your sentencing requirements
- Failing to appear for a court proceeding and having a bench warrant issued
- Having your driver's license suspended or revoked
- Being alleged to have driven under the influence or impairment of intoxicating liquor or drugs

Failure to disclose an arrest or citation may result in disciplinary action, up to and including the denial of your license application.

Please List Each Offense Separately

1	Date of Offense 9/11/2001	Place of Offense Pueblo, CO
Arresting Agency Pueblo Police Dept.		
Original Charge Disorderly Conduct		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense) Misdemeanor Offense Case was dismissed.		

2	Date of Offense 10/25/2004	Place of Offense Pueblo, CO
Arresting Agency Pueblo Police Department		
Original Charge Driving Under Influence of Alcohol		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). I was a few weeks away from leaving for Iraq for my first tour of duty. I was out with friends and drove home. I was arrested for driving under the influence. I left for Iraq and made an out of state guilty plea. Disposition: Deferred Sentence		

Printed Name Erin Schlerling	Medical Marijuana License Number 402-00725
Signature <i>Erin Schlerling</i>	Date 5/30/11



Trinidad Police Department

2309 E Main St.
Trinidad, Co 81082
(719) 846-4441 (719) 846-3728 (fax)

To Audra Garrett, Assistant City Manager
From Det Sgt Phil Martin
June 8, 2015

RE: Jason Edward Schierling Main Street Cannabis

To whom it may concern:

A check of various public data bases has been conducted by this agency. No information was located.

If additional information is required, please feel free to contact this agency



Trinidad Police Department

2309 E Main St.

Trinidad, Co 81082

(719) 846-4441 (719) 846-3728 (fax)

To Audra Garrett, Assistant City Manager
From Det Sgt Phil Martin
June 8, 2015

A handwritten signature in black ink, appearing to be 'Phil Martin', is written over the text of the letterhead.

RE: Erin John Schierling Main Street Cannabis

To whom it may concern:

A check of various public data bases has been conducted by this agency. No information was located.

If additional information is required, please feel free to contact this agency

BURGLAR/FIRE ALARM AGREEMENT

THIS AGREEMENT is entered into this 13th day of May, 2015 by and between RACINE'S LOCKSMITHING & SECURITY of 802 West First, La Junta, Colorado 81050 ("Contractor") and Jason Schierling of Main Street Cambria ("Subscriber").

1. Installation of Equipment

Contractor agrees to install for Subscriber leased burglar/fire alarm surveillance equipment according to specifications agreed to between Contractor and Subscriber and to monitor and maintain the equipment upon the terms and conditions set out in this Agreement.

Please note that some cities or countries require that you obtain a permit for the use and monitoring of the equipment. Local authorities may not respond to alarm notifications until all permits or licenses for use of the equipment have been obtained. If your home or business is located in such an area, you must at your own expense obtain all necessary permits or licenses and provide Contractor with the license or permit number.

2. Financial Terms

Subscriber shall pay to Contractor the following:

Equipment Charge
Installation Charge
Monitoring Fee
Other

\$249
\$49/mo

for period of 2 years

- a. The equipment fee applies only if the Subscriber is buying the equipment from Contractor. Equipment which is sold is sold "as is" without any warranty from Contractor. No express warranties have been made by Contractor. There is no implied warranty of merchantability by Contractor. The equipment is supplied "as is." There are no warranties of fitness by contractor. Subscriber should inform himself of manufacturers' warranties, if any, which may apply. See additional limitations on liability below.
- b. Installation charge includes attachment to Subscriber's telephone. Subscriber is responsible for obtaining and maintaining telephone service at Subscriber's own cost and for obtaining and maintaining standard electric service at subscriber's own cost.
- c. Monthly fees must be paid in advance on the first day of each month during the term of this Agreement and includes use of equipment (if leased), monitoring, and maintenance subject to the limitations contained below. Subscriber shall also pay all municipal, state or federal taxes, fees, or assessments now or hereafter applying to this service. Subscriber shall also pay any monthly telephone charges which apply directly to the telephone company and charges for electricity used by the equipment.
- d. If any municipality levies a fee or fine or other cost for responding to any alarm, payment shall be the responsibility solely of Subscriber.
- e. Subscriber agrees to pay in addition a service charge of 1-1/2% per month (which is 18% per year) on any amount which is past due 25 days or more.
- f. If Subscriber fails to timely pay all charges, Contractor shall be entitled to recover from Subscriber all costs of collection including reasonable attorneys' fees and court costs.
- g. During the initial term of this Agreement, the monthly fee may not be increased. Thereafter, the monthly charge may be increased to Contractor's then current charge, once a year on an annual basis by providing Subscriber with at least 60 days prior notice of any increase.
- h. Subscriber may prepay in full the total monthly monitoring charge for any twelve month period and receive a five percent (5%) discount on such amount.
- i. Contractor may charge an additional fee of \$35.00 for reconnecting any service suspended or disconnected as a result of Subscriber's action's or failure to pay. Contractor may charge an additional fee of \$20.00 for any check of Subscriber's which is returned to Contractor unpaid.

3. Description of Services and Obligations of Parties

- a. The Subscriber understands that the Contractor is in the business providing telephonic monitoring services for customers who have electro-protective systems. The Subscriber understands that the Contractor must know and have on record basic information about the Subscriber's system. The contractor, in performing its obligation under this contract, will rely on the information given by the Subscriber.
- b. Subscriber hereby represents that it has contracted, or is about to contract, with Contractor for the installation of a protective system at premises owned or occupied by Subscriber and in connection with such installation has also requested monitoring service of said system. Monitoring services for the Subscriber consisting of the following:
 - i. direct call response by trained operators to an emergency condition until proper authorities are notified;
 - ii. direct call response until an authorized individual designated by Subscriber is notified or reasonable attempts have been unsuccessful;
 - iii. notification to the Contractor that an alarm condition has occurred, if requested;
 - iv. such other services as may be agreed upon by the parties.
- c. The parties agree that the Contractor's sole obligation under this agreement shall be to monitor signals received from the protective system located on Subscriber's premises. The Company, upon receipt of a signal shall make every reasonable effort to transmit notification of the alarm promptly to the police, fire, or other authorities and to the person or persons whose names and telephone numbers are provided to the Contractor by Subscriber, unless there is reason to assume that an emergency condition does not exist.
- d. The Subscriber understands that the Contractor's only obligation is to monitor signals from the Subscriber's electro-protective system and respond to the signals when received. The Contractor will make every reasonable effort to notify the telephone numbers of authorities whose numbers or names are written in the Notification.
- e. Subscriber agrees to test the system to see if it is in proper working order. The Subscriber has the obligation of telling the Contractor when the system is not working.
- f. Subscriber understands that the signals from the electro-protective system which the Contractor will monitor are transmitted over normal telephone lines to the Contractor. Subscriber also understands that the Contractor cannot be responsible for any monitoring during periods when either Subscriber's or the Contractor's telephone lines are not working, or under any condition which would make it impossible to send a normal telephone call from the Subscriber's premises to the Contractor's place of business.
- g. Subscriber shall maintain insurance sufficient to replace any equipment which subscriber purchases or leases under this Agreement and to provide verification of insurance upon request and to list Contractor or its assignor as on an additional loss payee.
- h. Subscriber shall not remove the equipment or any part thereof from the premises where they are initially installed without the contractor's prior written consent. If the Subscriber moves the equipment after receiving the Contractor's prior written consent, the new location will become the "premises" for the purposes of this Agreement and the Contractor shall have the right to inspect and approve the equipment prior to reconnecting with Contractor.

4. Term of Agreement/Suspension

- a. This Agreement shall have an initial term of two years from the date of commencement of monitoring services described above and shall automatically renew on an annual basis thereafter upon the same terms and conditions unless either Contractor or Subscriber shall give written notice of cancellation at least thirty (30) days prior to the end of the initial term or any renewal term. Upon giving such notice, this Agreement and all the Contractor's responsibilities hereunder shall come to an end as of the date of termination. This agreement may also be suspended, at the Contractor's option, should the protective equipment or the premises of Subscriber become so substantially disabled or damaged that further service is impracticable, or if the rendering of such service is not possible by reason of strike, riots, floods, fires, interruption of telephone communication service, acts of God, or any other cause beyond the control of the Contractor. If the Subscriber's system is damaged to such an extent, or not functioning in such a way that false alarms are transmitted with unreasonable frequency, the Contractor may choose to suspend its obligations under this contract until the system is fixed or the condition corrected. If the Contractor elects to suspend its obligations, it will notify the Subscriber of the suspension.

5. Limitation of Liability

- a. Contractor does not guaranty or warrant that service supplied will protect Subscriber from the consequences of the occurrences which the service is designed to monitor. Subscriber acknowledges that Subscriber is not entering into this Agreement with the expectation that Contractor will insure or reimburse Subscriber or any other person for losses from such occurrences.
- b. Subscriber agrees that Contractor will have no liability for loss or damage to property or for personal injury or death due to the failure in transmission of an alarm or for interruptions to service because of:
 - i. Any failure in Subscriber's alarm
 - ii. Any defective or damaged equipment, device, telephone lines or connecting service
 - iii. Riots, floods, acts of God, or any other causes beyond the control of Contractor.
- c. It is understood and agreed by the parties hereto that Contractor is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Subscriber's premises shall be obtained by the Subscriber; that Contractor is being paid to monitor a system designed to reduce certain risks of loss and that the amounts being charged by contractor are not sufficient to guarantee that no loss will occur; that Contractor is not assuming responsibility for any losses which may occur even if due to Contractor's negligent performance or failure to perform any obligation under this Agreement. Contractor does not make any representation or warranty, including any implied warranty of merchantability or fitness, that the system installed by the Contractor or service supplied by Contractor may not be compromised, or that the services will in all cases provide the protection for which it is intended.

6. **Liquidated Damages**

Subscriber acknowledges that it is impractical and extremely difficult to fix the actual damages, if any which may proximately result from failure to perform any of the obligations herein, or the failure of the system to properly operate with resulting loss to Subscriber because of, among other things:

- a. The uncertain amount of value of Subscriber's property or the property of others kept on the premises which may be lost, stolen, destroyed, damages, or otherwise affected by occurrences which the system of service is designed to detect or avert;
- b. The uncertainty of the response time of any police, ambulance, or fire department, should the police, ambulance, or fire department be dispatched as a result of a signal being received or an audible device sounding;
- c. The inability to ascertain what portion, if any, of any loss would be proximately caused by contractor's failure to perform or by failure of its equipment to operate;
- d. The nature of the service to be performed by contractor.

Subscriber understands and agrees that if Contractor should be found liable for loss or damage due from a failure of Contractor to perform any of the obligations herein, including but not limited to installation, maintenance, monitoring or service or the failure of the system or equipment in any respect whatsoever, Contractor's liability shall be limited to Two Hundred Fifty (\$250) Dollars, as liquidated damages/limitation of liability and not as a penalty and this liability shall be exclusive; and that the provisions of this section apply if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property from performances or nonperformance of the obligations imposed by this contract, or from negligence, active or otherwise, its agents,

SUBSCRIBER'S INITIALS: LS CONTRACTOR'S INITIALS: MW

7. **Precautions Subscriber Can Take**

The following is a partial list of examples of why an alarm system may not always work even though it may reduce risks. Burglars have been known to bypass alarm sensors or disconnect warning devices. When AC power is lost and standby batteries are spent, malfunctioning or not connect correctly, all or parts of the alarm system may not function. Warning devices such as sirens or bells, if of low volume, wired incorrectly or placed in the wrong location, may not warn you of unauthorized entry or scare away the intruder. Smoke detectors and fire sensors may not detect fire or smoke beyond their range of coverage nor will they react quickly to all types of hazards. Telephone lines may be out or compromised preventing transmission to the central station.

You should always take the following precautions:

- a. Your alarm system is not a substitute for prudently protecting yourself as if you had no alarm system nor for proper locks and lighting.
- b. Test your alarm system weekly to make sure the system and all sensors are working properly.
- c. Make sure that AC power is being supplied to the equipment.
- d. Check that your standby battery is working.
- e. Periodically test your digital communicator (if installed) to determine if the phone line connection is intact and that the message is received by the central station.
- d. If you detect any problem, contact your alarm installer immediately.

8. **Third Party Indemnification**

Subscriber agrees to and shall indemnify, defend and hold harmless Contractor, its employees and agents for and against all claims, lawsuits and losses which claim and/or lawsuit is brought or sustained by parties or entities other than the parties to this agreement (herein referred to as third parties). This provision shall apply to all claims, lawsuits or damages caused by Contractor's negligent performance, whether active or passive and to all claims based upon defects in design, installation, maintenance, monitoring, operation or non-operation of the alarm system, whether those claims are based upon negligence, active or passive, warranty, or strict or product liability on the part of Contractor, its agents, servants, or employees.

9. **Subornation**

Subscriber hereby releases, discharges and agrees to hold Contractor harmless from any and all claims, liabilities, damages, losses or expenses arising from or caused by any hazard covered by insurance company or by any other parties claiming under or through Subscriber. Subscriber agrees to indemnify Contractor against, defend and hold Contractor harmless from any action for subornation which may be brought against Contractor by any insurer or insurance company or this agents or assigns including the payment of all damages, expenses, costs and attorneys' fees.

10. **Rights to Assign/Subcontractors**

Contractor shall have the right to assign this Agreement to any other person, firm or corporation without notice to the Subscriber and shall have the further right to subcontract any installation, monitoring, repair service or other services which it may perform. The Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to Contractor's maximum liability, limits of liability, and third party indemnification, insure to the benefit of and are applicable to any assignees and/or subcontractors with the same force and effect as they bind the Subscriber to Contractor.

The Subscriber may not assign his or her interest under this Agreement without the prior written consent of the Contractor.

11. **Statutes of Limitations**

Any lawsuit to be filed in court for a claim under this Agreement shall be filed within one year after accrual of the action.

12. **Remedies for Breach/Termination**

In addition to any other remedy contained herein, upon breach of any provision of this Agreement by Subscriber, Contractor may terminate this Agreement, discontinue service and be relieved of all responsibilities under this Agreement thirty (30) days after mailing a notice of breach to Subscriber.

Upon termination of this Agreement either for breach or upon expiration, Contractor shall have the right to enter Subscriber's premises to remove any equipment of Contractor's.

13. **Entire Agreement: Amendments**

This Agreement, contains the entire agreement and understanding of the parties to this Agreement with respect to the subject matter contained in this Agreement, and all prior agreements or understandings of this parties to this Agreement are revoked. This Agreement may be amended or terminated only by a written instrument executed by Seller and Buyer, not orally. There are no agreements, restrictions, promises, warranties, covenants, or other undertakings.

Proposals and any other matters set forth in any writing prior to the execution of this Agreement, the prior writings shall be determined to be null and void and this Agreement shall be the consolidation of all prior concerning and provision. This Agreement shall govern if there is any conflict between it and any work order.

14. **Benefit of Agreement/Parties in Interest**

The terms of this Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, personal representatives, and assigns of the parties hereto.

15. **Law to Govern**

This Agreement is being made in Colorado and shall be construed and enforced in accordance with the laws of that State.

16. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Each party acknowledges receipt of at least one copy of his Agreement.

RACINE LOCKSMITHING & SECURITY

By: [Signature]
Contractor

By: [Signature] 5/13/15
Subscriber or person who is authorized to enter into this Agreement on behalf of subscriber and has the legal ability to bind subscriber to this Agreement.

NOTICE OF CANCELLATION

Date _____

If this is a residential agreement (not business or industrial), you may cancel this transaction, without any penalty or obligation, prior to midnight of the third business day from the above date. If you cancel, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 business days following receipts by the Contractor of your cancellation notice, and any security interest arising out of the transaction will be canceled.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to Racine Locksmithing & Security at 802 West First Street, La Junta, CO 81050.

I HEREBY CANCEL THIS TRANSACTION

Date _____

Subscriber's Signature _____



COLORADO
Department of Revenue
Enforcement Division - Marijuana

**Colorado Business
Retail Marijuana
License Application**

Marijuana Enforcement Division

Colorado Marijuana Enforcement Division

Retail Business License Application Instructions

APPLICATION CHECKLIST

- 1 Application Fully Completed**
Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If you are unsure if a question applies to you or what information the form is asking you to provide, contact any Marijuana Enforcement Division office to seek clarification. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. **A separate application is required for EACH license type.**

- 2 All Forms Signed & Attached**
The following accompanying forms must be signed and returned with the application:
- Affirmation & Consent
 - Investigation Authorization/Authorization to Release Information
 - Applicant's Request to Release Information

- 3 All Requested Information Attached (Other forms may be made available and may be required at time of application)**

The following information requested on the application must be attached, if applicable:

- Trade Name Registration
- Certificate of Good Standing from the Colorado Secretary of State's Office
- Copy of Articles of Incorporation, including amendments for corporations
- Articles of Organization, including amendments and operating agreement for LLC
- Partnership Agreement, or operating/shareholder agreements
- If corp., annual and bi-annual reports and meeting minutes from past 12 months
- All applicable information requested on page 6
- Documentation showing legal possession of the premise to be licensed
- Diagram of premise to be licensed (described on page 4, question 4) including security drawing
- Copies of notes, security instruments, etc., (detailed on page 4, question 5 and page 6, question 8)
- Explanation detailing the funding sources used to finance the applicant business
- List of financial institution accounts as detailed on page 6, question 9
- Copy of sales tax and/or wholesale license
- Marijuana Retail Sales Tax Bond (on the state approved form)

Note: The Marijuana Enforcement Division reserves the right to request additional information and documentation throughout the course of the background investigation.

- 4 Application and License Fees**
See fee table on website: www.colorado.gov/revenue/med

Application fees remitted to the State Licensing Authority and/or the Department of Revenue, are non-refundable. Only license fees may be refunded.

Retail Marijuana license application fees are split between the Marijuana Enforcement Division (MED) and the Local Licensing Authority. In order for the State to accept this application, both the State and Local fees must be paid at the time the application is accepted by MED. This will require two (2) checks or money orders; one made payable to DOR and one made payable to the Local Licensing Authority, for EACH License. You are responsible for knowing who your Local Licensing Authority is.

- 5 Bring in Application (BY APPOINTMENT ONLY)**
Bring in application and all attachments to: Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203

Colorado Marijuana Licensing Authority

Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store <input type="checkbox"/> Retail Marijuana Cultivation <input type="checkbox"/> Retail Marijuana Test Facility	<input type="checkbox"/> Tier 1 = 3600 or fewer plants <input type="checkbox"/> Tier 2 = 3601 – 6000 plants <input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail Marijuana Products Manufacturer <input type="checkbox"/> Conversion <input type="checkbox"/> Retail/Medical Marijuana Combined Use <input type="checkbox"/> Affiliated Business	
Applicant's Legal Business Name (Please Print) Main Street Cannabis		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration)		Website Address	
Physical Address			
Street Address of Marijuana Business 401 North Main Street		City Trinidad	State ZIP CO 81082
Business Phone Number (719) 924-0316	Business Fax Number	Email Address jasonschieerling@gmail.com	
Mailing Address (if different from Business Address)			
Address 63 Henry Avenue		City Pueblo	State ZIP CO 81005
Primary Contact Person for Business Jason Schierling		Title President	Primary Contact Phone Number (719) 924-0316
Primary Contact Address (city, state ZIP) 639 Henry Avenue Pueblo, CO 81005		Primary Contact Fax Number	
Federal Taxpayer ID 47-2080012	Colorado Sales Tax License # 29-989916	Email Address jasonschieerling@gmail.com	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Publicly Traded Corporation <input type="checkbox"/> Trust <input type="checkbox"/> Other _____			
State of Incorporation or Creation of Business Entity Colorado			Date 10/10/2014
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 10/10/2014			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business Colorado			
List all Trade Names used by the Business Entity (other than above)			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such. If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

1. Is 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) or manager under the age of twenty-one years?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>		
2. Has 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) or manager ever (in Colorado or any other state); (a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)? <input type="checkbox"/> <input checked="" type="checkbox"/> (b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> (c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/> If you answered yes to 2a, b or c, explain in detail on a separate sheet.			
3. Has a Marijuana 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 current or former financial interest in said business including any loans to or from a licensee. <input checked="" type="checkbox"/> <input type="checkbox"/>			
4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc. <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 401 West Main LLC.	Tenant Main Street Cannabis	Expires 10-31-2024	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
Name	Date of Birth	FEIN OR SSN	Interest
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.			
Local Licensing Authority (To be filled out by Applicant)			
Local Licensing Authority/Department Trinidad City Council		Address 135 N. Animas Street Trinidad, CO 81082	
Local Licensing Authority contact name Audra Garrett	Contact Phone (719) 846-9843	Contact Email audragarrett@trinidad.co.gov	
6. Has the Applicant filed for a retail marijuana cultivation?			Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
What City or County? (Fill out a separate and complete application)			
7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?			<input checked="" type="checkbox"/> <input type="checkbox"/>
Printed Legal Business Name Main Street Cannabis	Printed Trade Name (DBA)		

Ownership Structure

List all persons and/or entities with any ownership interest, and all officers and directors, whether they have ownership interest or not. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity, their ownership in the entity, and their effective ownership in the license. List all parent, holding or other intermediary business interest. An Associated Key License Application form must be submitted for all persons in a privately held company or a publicly traded corporation, and all officers and directors.

Name Jason Schierling		Title Owner		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Pueblo		State CO		ZIP 81005		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant 50%		
Name Erin Schierling		Title Owner		SSN/FEIN [REDACTED]		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address [REDACTED]		City Pueblo		State CO		ZIP 81005		Phone Number [REDACTED]	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant 50%		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		
Name		Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address		City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)				Own. % Business Associated with			Effective Own. % in Applicant		

Are there any outstanding options and warrants?

Yes No *If YES, attach list of persons with outstanding options and warrants

Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business?

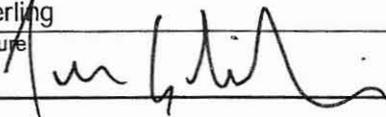
Yes No *If YES, attach list of persons

Printed Legal Business Name Main Street Cannabis	Printed Trade Name (DBA)
1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Financial History	
1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account.	
10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due.	
Person who maintains Applicant's business records Jason Schierling	Title Owner
Address 639 Henry Avenue Pueblo, CO 81005	Phone Number (719) 924-0316
Person who prepares Applicant's tax returns, government forms & reports Nicole Starbuck-Schnelle	Title Accountant
Address 9169 Oakmont Road Peyton, CO 80831	Phone Number (719) 964-3063
Location of financial books and records for Applicant's business 401 West Main Street Trinidad, CO 81082	

Affirmation & Consent

I, Jason Schierling, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Agent Name clearly below:

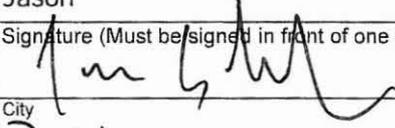
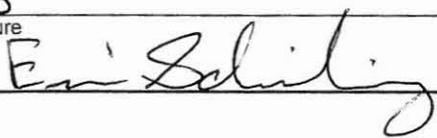
Applicant's Business Name Main Street Cannabis		Trade Name (DBA)	
Legal Agent Last Name (Please Print) Schierling	Legal Agent First Name Jason	Legal Agent Middle Name Edward	
Signature 		Date 5/20/15	

Investigation Authorization Authorization to Release Information

I, Jason Schierling, as an authorized agent for the applicant, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Authorized Agent clearly below:

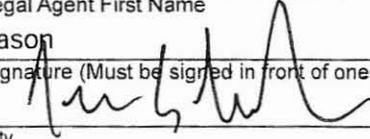
Applicant's Business Name Main Street Cannabis		Trade Name (DBA)
Legal Agent Last Name (Please Print) Schierling	Legal Agent First Name Jason	Legal Agent Middle Name Edward
Legal Agent Title President	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 5/20/15	City Pueblo	State CO
Witness 1 Signature 		

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name) Jason Schierling
-----	--

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but no limited to past loan information, notes co-signed by me/ us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
 - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
 - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
 - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Print Full Legal Name of Authorized Agent clearly below:

Legal Agent Last Name (Please Print) Schierling	Legal Agent First Name Jason	Legal Agent Middle Name Edward
Legal Agent Title President	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) 5/20/15	City Pueblo	State CO
Witness Signature 		
Signature of Marijuana Enforcement Division agent presenting this request		Date 5/20/15

Main Street Cannabis
401 W. Main Street
Trinidad, CO 81082

May 15, 2015

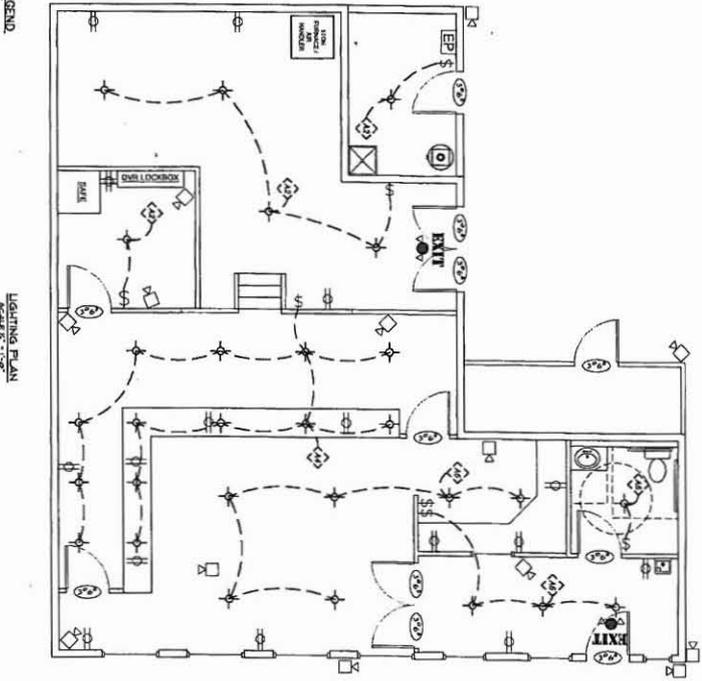
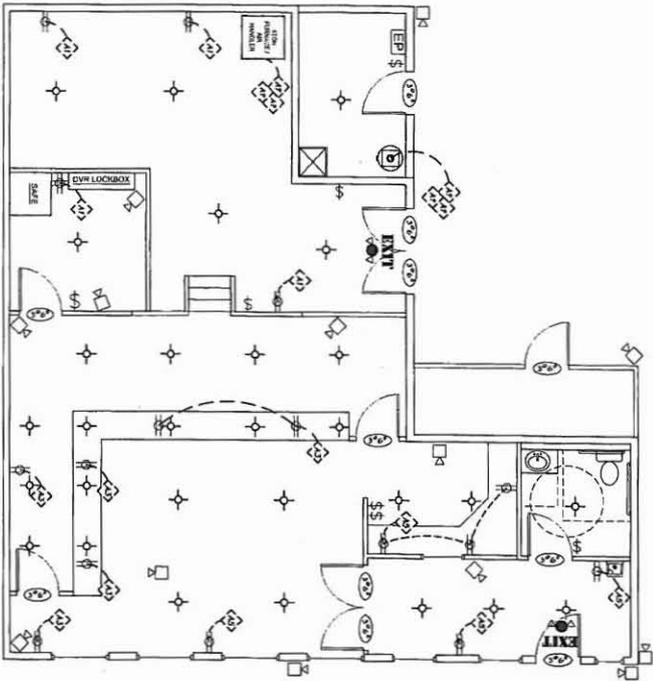
Listing of Required Attachment
Colorado Retail Business Application

Attachment # 1 – Articles of Organization, filed with CO Sec. of State

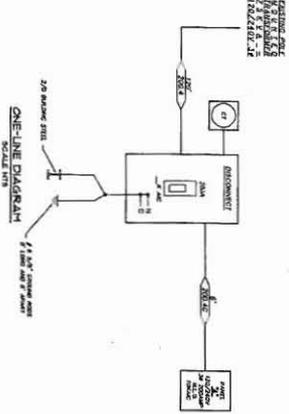
Attachment # 2 – Articles of Incorporation

Attachment # 3 – Premises Diagram

Attachment # 4 – Listing of Additional Marijuana Licenses issued by State of Colorado



- LEGEND**
- LOW VOLTAGE OR CAMERA BY OWNER
 - ⊕ 120V 4-OUTLET RECEPTACLE
 - ⊕ 120V DISPER RECEPTACLE
 - ⊕ SINGLE POLE SWITCH
 - ⊕ ELECTRICAL PANEL
 - ⊕ GREEN DODE LIT EXIT SIGN WITH BROWN SIGN UP LIGHTING



FEEDER SCHEDULE

NO.	TYPE	SIZE	LENGTH	TERMINALS
1	TR	1/2"	100'	1
2	TR	1/2"	100'	1
3	TR	1/2"	100'	1
4	TR	1/2"	100'	1
5	TR	1/2"	100'	1
6	TR	1/2"	100'	1
7	TR	1/2"	100'	1
8	TR	1/2"	100'	1
9	TR	1/2"	100'	1
10	TR	1/2"	100'	1

30 Ampere Panel Schedule

NO.	TYPE	SIZE	LENGTH	TERMINALS
1	TR	1/2"	100'	1
2	TR	1/2"	100'	1
3	TR	1/2"	100'	1
4	TR	1/2"	100'	1
5	TR	1/2"	100'	1
6	TR	1/2"	100'	1
7	TR	1/2"	100'	1
8	TR	1/2"	100'	1
9	TR	1/2"	100'	1
10	TR	1/2"	100'	1

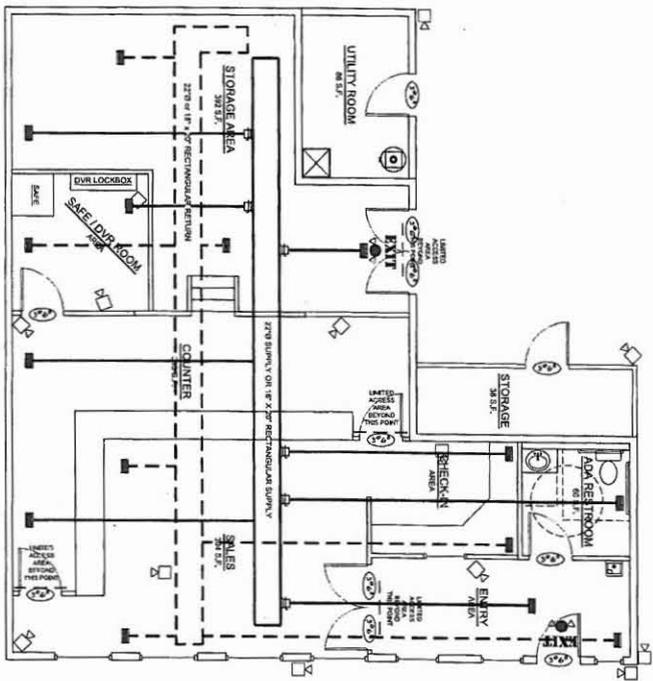
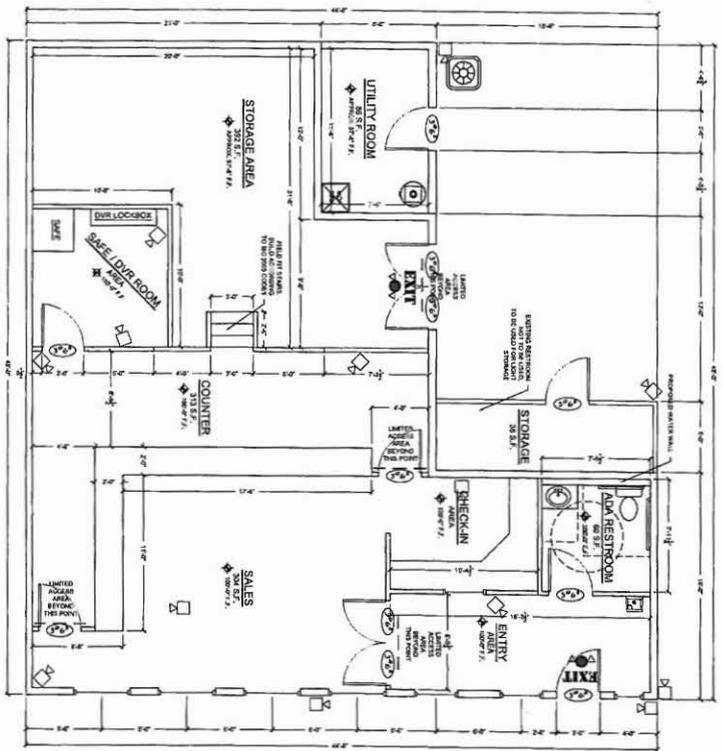
DATE: 10/15/14
 DRAWN BY: JH
 CHECKED BY: JH

PERMIT SET

Gagliano Engineering, Inc. - (719) 547-7073
 3100 North County Road
 Colorado Springs, CO 80908
 Main Street Cannabis
 401 W. MAIN ST
 FORT COLLINS, CO 80501

PROJECT NO: 2014-211
 SCALE: 1/4" = 1'-0"
 DRAWING NO: 2014-211-001
 SHEET NO: A1





NOTES:
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODES (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL AUTHORITIES.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 7. ALL DOORS SHALL BE 2'-0" WIDE AND 6'-8" HIGH UNLESS OTHERWISE NOTED.
 8. ALL WINDOWS SHALL BE 4'-0" WIDE AND 6'-0" HIGH UNLESS OTHERWISE NOTED.
 9. ALL FINISHES SHALL BE AS NOTED ON THE FINISH SCHEDULE.
 10. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (NEC).
 11. ALL PLUMBING WORK SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL PLUMBING CODE (IPC).
 12. ALL MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL MECHANICAL CODE (IMC).
 13. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE AND BONDS.
 15. ALL CHANGES SHALL BE MADE IN WRITING AND APPROVED BY THE ARCHITECT.



PERMIT SET

Castano Lighting

Castano Engineering, Inc. - (719) 547-7073
 401 W. MAIN ST
 COLORADO 80904

MAIN STREET CANNABIS FLOOR PLAN
 401 W. MAIN ST

PROJECT NO: 2014-211

DESIGNED BY: JAC	DATE: 12/15/14	SCALE: AS SHOWN
CHECKED BY: JAC	DATE: 12/15/14	DRAWING NO.: 2014-211-001
CHECKED BY: JAC	DATE: 12/15/14	SHEET NO.: A1

SEAL: REGISTERED PROFESSIONAL ENGINEER, COLORADO, NO. 3720

Main Street Cannabis
401 W. Main Street
Trinidad, CO 81082

May 15, 2015

Listing of Additional Marijuana Licenses Issued by the State of Colorado

Medical Marijuana Type 1 License: #402-00866 – Issued July 1, 2012

Medical Marijuana Cultivation License: #403-01096 – Issued July 1, 2012

Colorado Retail Marijuana License Bond

Name of Bonding Company Hudson Insurance Company
Bond Number 10029023

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Main Street Cannabls, Inc, Street Address 401 W. Main Street,
City Trinidad, County of Las Animas County, State of Colorado, as **Principal**,
and Hudson Insurance Company, a surety company qualified and authorized to do surety business in the State of
Colorado, as **Surety**, are held and firmly bound unto the State of Colorado to indemnify the State or local governmental entity for
any loss suffered by reasons of violation of the conditions hereinafter contained in the penal sum of FIVE THOUSAND DOLLARS
(\$5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal is applying for the issuance or renewal of a license
issued pursuant to the Colorado Retail Marijuana Code, Article 43.4 of Title 12 of the Colorado Revised Statutes, which license or
license renewal shall be valid, if not suspended or revoked, for a license period ending one year from the last day of the month of
issuance of the license or renewal;

NOW, THEREFORE, if the Principal is granted a license by the State pursuant to Article 43.4 of Title 12 of the Colorado Revised
Statutes, during the term of said license and any renewal thereof, the Principal shall report and pay all sales and use taxes due the
State of Colorado, or due any other entity for which the State is the collector or collecting agent, in a timely manner as provided by law.

IT IS FURTHER PROVIDED that the aggregate liability of the Surety for all breaches of the condition of this bond, regardless of the
number of years this bond shall continue in force, the number of claims made against this bond, and the number of premiums which
shall be payable or paid shall not exceed the amount of the bond.

IT IS FURTHER PROVIDED that pursuant to Section 12-43.4-303(2), C.R.S., the Surety shall not be required to make payments to
the State of Colorado claiming under this bond until a final determination of failure to pay taxes due to the State has been made by the
State Licensing Authority or a court of competent jurisdiction.

IT IS FURTHER PROVIDED that the Surety shall have the right to cancel this bond for any reason authorized by statute by filing forty-
five (45) days' written notice of such cancellation with the Principal and with the State Licensing Authority. If cancellation is based upon
nonpayment of premium, this bond may be cancelled by the Surety upon ten (10) days' written notice to the Principal and the State
Licensing Authority.

THIS OBLIGATION may be continued from year to year by the issuance by the Surety of a proper continuation certificate delivered to
the State Licensing Authority pursuant to Section 12-43.4-303(3), C.R.S.

Dated this 7th day of July, 2015

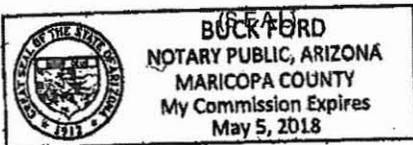
For the Principal: _____ For the Surety: [Signature]
Aksef Firat, Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY

STATE OF ~~COLORADO~~ Arizona
COUNTY OF Maricopa | SS.

On this 7 day of July, 2015 before me, a notary public in and for the above State, personally appeared
Aksef Firat to me personally known and being by me duly sworn, did say that he or she is an
authorized corporate officer or the Attorney-in-Fact of Hudson Insurance Company corporation duly organized and existing
under the laws of the State of Colorado, or authorized to do business therein, and that he or she as such officer executed the
foregoing instrument for the purposes herein contained on behalf of said corporation, and further acknowledged that the instrument
was executed as the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my name and affixed my official seal on the day and year written above.



[Signature]
Notary Public, State of Colorado Arizona
My commission expires: 05/05/2018



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Aksel Firat

of the State of AZ

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Five Thousand Dollars (\$5,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 31st day of October, 2013 at New York, New York.



Dina Daskalakis

Dina Daskalakis
Corporate Secretary

HUDSON INSURANCE COMPANY

Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK ss.

On the 31st day of October, 2013 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notary Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01411606/553
Qualified in Nassau County
Commission Expires December 10, 2017

STATE OF NEW YORK
COUNTY OF NEW YORK

CERTIFICATION

The undersigned, Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds, obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by duplicate to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto; such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation on this 7th day of July, 2015



Form No. 10-8 2010 (2/1)

Dina Daskalakis
Dina Daskalakis, Corporate Secretary

Jason Schierling



COLORADO
Department of Revenue
Enforcement Division - Marijuana

Colorado Associated Key Marijuana License Application

Marijuana Enforcement Division

Colorado Marijuana Enforcement Division

Associated Key Application Instructions

APPLICATION CHECKLIST

1 License Types

Associated Key: Any stockholder holding an interest in a marijuana licensee, or any officer or director, who also acts as a Key executive, employee or agent while physically working in a licensed establishment, Optional Premises or Infused Products Manufacturer location.

2 Application Completed & Signed

Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If you are unsure if a question applies to you or what information the form is asking you to provide, contact any Marijuana Enforcement Division office to seek clarification. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. Sign and date the application.

Notice: You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.

3 Bring in Application

You must call to make an appointment and bring in application and all attachments to:

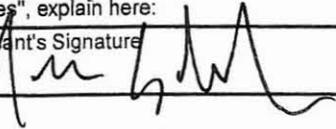
Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203

4 Application Fees

See fee table on website: www.colorado.gov/revenue/med

Marijuana License Number (Leave Blank)

Associated Key License Application Form

Applicant's Last Name (Please Print) Schierling			First Name (Please Print) Jason			Full Middle Name Edward		
Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary)					Nicknames, Aliases, Etc. Used (Full Name) (Attach separate sheet if necessary)			
Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F	Race [REDACTED]	Date of Birth [REDACTED]	Social Security Number [REDACTED]		Other Social Security Numbers Used <input type="checkbox"/> Yes (If yes attach details) <input checked="" type="checkbox"/> No			
Place of Birth: City [REDACTED]		State CO	Country USA		Drivers License Number and State+ [REDACTED]			
Physical Appearance ⇨	Height [REDACTED]	Weight [REDACTED]	Hair Color Brown	Eye Color Brown	Scars/Tattoos <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If yes explain on a separate sheet	
U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CO Resident <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date of Residency [REDACTED]	*If "No", include details here: (Attach separate sheet if necessary)			Alien Registration Number		
Physical Address								
Address [REDACTED]			City Pueblo	County Pueblo	State CO	ZIP 81005		
Length of time at this Address: Year(s) 10 Month(s)		Home Phone Number [REDACTED]	Cell Phone Number [REDACTED]		Email Address [REDACTED]			
Mailing Address (if different from Physical Address)								
Address			City	State	ZIP			
List all addresses where you have lived during the last 10 years, not including present address, (attach separate sheet if necessary)								
Street and Number		City/State/ZIP			From		To	
Name of licensed Marijuana business associated with Main Street Cannabis				Work Phone Number (719) 924-0316		Job Title Owner		
Name of present employer, if different from above Steel City Meds				Work Phone Number (719) 547-5152		Occupation or Job Title Owner		
Do you currently possess a Colorado Marijuana license or are you an associated person in any other type of Colorado Marijuana license?								<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*If "Yes", indicate license type and number here: Medical#402-00866 Medical Grow#403-01096								
Have you ever applied before for a Marijuana license in this or any other jurisdiction, domestic or foreign, whether or not the license was ever issued? (Not including a medical marijuana patient card)								<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*If "Yes", explain here: Owner Medical Dispensary and Medical Grow								
Have you ever been denied a Marijuana license, withdrawn a Marijuana license application or had any disciplinary action taken against any Marijuana license that you have held, either individually or as part of an ownership group, in this or any other jurisdiction?								<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*If "Yes", explain here:								
Applicant's Signature 						Date 5/28/15		

Applicant's Last Name (Please Print) Schierling	First Name (Please Print) Jason	Full Middle Name Edward
--	------------------------------------	----------------------------

NOTICE: The Associated Key License Application Form is an official document. If you provide false information on your Marijuana license application and/or do not disclose all information the application asks, your license is subject to denial or revocation, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

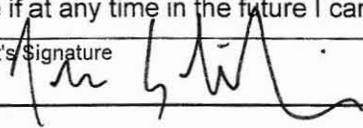
If you need clarification of any of the following questions, please contact the Investigations Section at any Marijuana Enforcement Division office.

1. Have you ever been convicted of a felony at anytime regarding the possession, distribution, or use of a controlled substance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Have you served a sentence, including probation or parole, within the past 5 years upon conviction for any felony, even if the conviction occurred more than 5 years ago?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Have you failed to remedy an outstanding delinquency for taxes owed, an outstanding delinquency for judgements owed to a government agency, or an outstanding delinquency for child support?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are you a licensed Physician making patient recommendations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Have you had your authority to act as a primary caregiver revoked by the State Health Agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Are you under 21 years of age at the time of this application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Are you the spouse or child living in the household of any person employed by the Colorado Marijuana Enforcement Division?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Are you an officer, reserve police officer, agent, or employee of any law enforcement agency of the State of Colorado?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



If you answered YES to any of the above questions, by Colorado law you cannot obtain or hold a Colorado Marijuana license.

I have thoroughly read and understand the questions above, and understand that I cannot hold a Colorado Marijuana license if at any time in the future I can ever answer "Yes" to any of the questions above.

Applicant's Signature 	Date 5/28/15
--	-----------------

Applicant's Last Name (Please Print) Schierling		First Name (Please Print) Jason		Full Middle Name Edward	
Education					
High School Name Pueblo South High School			Location Pueblo, CO		
Major Diploma	Dates Attended From 08/91	To 05/95	Graduate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned General	
College/Vo-Tech Name (Submit diploma copy) University of Northern Colorado			Location Greeley, CO		
Major Physics/Computer Science	Dates Attended From 08/95	To 05/00	Graduate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned Physics/ Computer Science	
Other College/School Name (Submit diploma copy)			Location		
Major	Dates Attended From	To	Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned	
Other College/School Name (Submit diploma copy)			Location		
Major	Dates Attended From	To	Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned	

Criminal History

1. Have you, after turning 18 years of age, ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution, or use of a controlled substance? Yes No

2. In the last 10 years have you ever been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country? Yes No

- You must include ALL arrests, charges, and convictions in the last 10 years but not prior to the age of 18 regardless of the outcome, even if the charges were dismissed or you were found not guilty.
- You must include ALL arrests, charges, and convictions regardless of the class of crime (felonies, misdemeanors, and/or petty offenses).
- You must include ALL serious traffic offenses, including DUI; DWAI; reckless driving; leaving the scene of an accident (hit and run); driving under denial, suspension or revocation; or any other offense which resulted in your being taken into custody.
- NOTICE:** Do not rely upon your understanding that an arrest or charge is "not supposed to be on your record." A criminal record was not cleared, erased, sealed or expunged unless you were given, and have in your possession, a written order from a judge directing that action. If yes, give details below. List all cases without exception, including bankruptcies:

*If you answered YES, explain in detail on a separate sheet and attach it to your application. For each offense for which you were arrested or charged, YOU MUST OBTAIN OFFICIAL DOCUMENTATION FROM THE COURT WHERE YOU APPEARED, SHOWING THE FINAL DISPOSITION (OUTCOME) OF YOUR CASE. This information will include whether you were found guilty or not guilty; and the penalty (money fine, time in jail or prison, or probation or deferred sentence). If you received a deferred judgment, a deferred sentence, or probation, your documentation must include the date that you were discharged or released from probation or other supervision.

3. Have you ever received a pardon or its equivalent for any criminal offense in this or any other country? Yes No

4. Have you, as an individual, as a member of a partnership or other form of domestic or foreign business entity, or as owner, director, or officer of a corporation, ever been a party to a lawsuit (other than divorces), either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? Yes No

*If you answered YES to any of the preceding questions, explain in detail on a separate sheet and attach it to your application.

Applicant's Initials

J.S.

Applicant's Last Name (Please Print) Schierling	First Name Jason	Full Middle Name Edward
--	---------------------	----------------------------

DR 8520 (09/10/14)
COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division

Arrest Disclosure Form

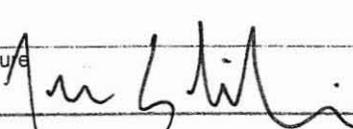
If, since turning age 18, you have ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution or use of a controlled substance, you must disclose this information to the Marijuana Enforcement Division. If you have been arrested in the past 10 years, given a summons, or been convicted of any offense, you must disclose this information to the Marijuana Enforcement Division.

Any person licensed by the Marijuana Enforcement Division, must make written notification to the Division's office of any criminal conviction and/or criminal charge pending against such person within 10 days of such arrest, summons, or conviction. This includes:

- Being taken into custody for any offense, including traffic offenses
- Being issued a summons or citation for any offense except for minor traffic offenses
- Failing to comply with your sentencing requirements
- Failing to appear for a court proceeding and having a bench warrant issued
- Having your driver's license suspended or revoked
- Being alleged to have driven under the influence or impairment of intoxicating liquor or drugs

Failure to disclose an arrest or citation may result in disciplinary action, up to and including the denial of your license application.

Please List Each Offense Separately

1	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
2	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
Signature		
	Date	5/28/15

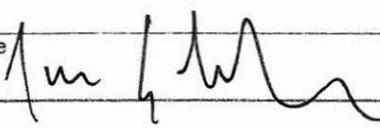
Applicant's Last Name (Please Print) Schierling	First Name Jason	Full Middle Name Edward
--	---------------------	----------------------------

DR 8520 (09/08/14)
 COLORADO DEPARTMENT OF REVENUE
 MEDICAL MARIJUANA ENFORCEMENT DIVISION

Arrest Disclosure Form

(Continued)

Please List Each Offense Separately

3	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
4	Date of Offense	Place of Offense
Arresting Agency		
Original Charge		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense).		
Signature		
	Date	5/28/15

Applicant's Last Name (Please Print) Schierling	First Name Jason	Full Middle Name Edward
--	---------------------	----------------------------

Employment and Business Association History

Beginning with your current employment, list all jobs you have held in the past 10 years, but not prior to age 18. Also, list all businesses with which you have been associated, including all corporations, partnerships or any other business ventures with which you have been associated, including as an officer, director, stockholder, partner, limited partner, member, or in any other related capacity.

Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
Organic Solutions/Steel City Meds	01/12-Present	Owner	Daily Operations	
	Address (include ZIP code) 74N.McCullochBlvd#120 PuebloWestCO81007			Supervisor's Name
Colorado Light Industrial	07/03-Present	Owner	Daily Operations	
	Address (include ZIP code) 639 Henry Avenue Pueblo CO 81005			Supervisor's Name
	Address (include ZIP code)			Supervisor's Name
	Address (include ZIP code)			Supervisor's Name
	Address (include ZIP code)			Supervisor's Name
	Address (include ZIP code)			Supervisor's Name

Character References

List three character references who have known you five or more years. Do not include relatives, present employer, or employees.

1	Last Name [REDACTED]	First Name [REDACTED]	Middle Name [REDACTED]	Residence Phone (719) 212-[REDACTED]
Years Known 10	Address [REDACTED]		City Pueblo	State CO
ZIP 81005				Business Phone [REDACTED]
Employer [REDACTED]				Business Phone (719) 252-2432
Address [REDACTED] Pueblo West CO 81007		City Pueblo West	State CO	ZIP 81007
2	Last Name [REDACTED]	First Name [REDACTED]	Middle Name [REDACTED]	Residence Phone [REDACTED]
Years Known 7	Address [REDACTED]		City Pueblo	State CO
ZIP 81004				Business Phone (719) 252-2432
Employer [REDACTED]				Business Phone (719) 252-2432
Address [REDACTED]		City Pueblo	State CO	ZIP 81004
3	Last Name [REDACTED]	First Name [REDACTED]	Middle Name [REDACTED]	Residence Phone [REDACTED]
Years Known 5	Address [REDACTED]		City Pueblo	State CO
ZIP 81008				Business Phone (719) 547-5152
Employer [REDACTED]				Business Phone (719) 547-5152
Address [REDACTED]		City Pueblo West	State CO	ZIP 81007

Applicant's Initials

J.S.

Applicant's Last Name (Please Print) Schierling	First Name Jason	Full Middle Name Edward
Financial History		
1. Are you delinquent in the filing of any tax return with any taxing agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Are you delinquent in the payment of any taxes, interest, or penalties due to any taxing agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Are you delinquent in the payment of any judgments due to any governmental agency anywhere?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are you delinquent in the repayment of any government-insured student loans?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Are you delinquent in the payment of any child support?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Check any of the following privileged or professional licenses you have held individually or as part of an ownership group in this state or any other domestic or foreign jurisdiction: <input type="checkbox"/> Liquor <input type="checkbox"/> Real Estate Broker/Sales <input type="checkbox"/> Accountant <input type="checkbox"/> Lawyer <input type="checkbox"/> Physician <input type="checkbox"/> Insurance <input type="checkbox"/> Racing <input type="checkbox"/> Lottery <input type="checkbox"/> Securities Dealer <input checked="" type="checkbox"/> Other: <u>General Contractor-Pueblo, CO</u>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Have you ever been denied a privileged or professional license, withdrawn a privileged or professional license application or had any disciplinary action taken against any such license that you have held, either individually or as part of an ownership group?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Have you, as an individual, principal of any form of business entity, or as an owner, officer or director of a corporation, ever filed a bankruptcy petition, had such a petition filed against you or the business entity or the corporation; or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for you or the business entity or corporation?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Do you now own, have ever owned, or otherwise derive a benefit from assets held outside the United States, whether held in your own name or another name, on your behalf or for another person or entity, or through other individuals or business entities, or in trust, or in any other fashion or status?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Are you currently a party, or ever been a party, in any capacity, to any trust instrument?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against you or a business entity of which you were a principal or against a corporation for which you were an owner, officer or director.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*If you answered YES to any of the questions above or checked any boxes above, give details on separate sheet, including license number and dates license held for licenses marked on question 6. Include any items currently under formal dispute or legal appeal. Attach any documents to prove your settlement on any of these issues.		

Applicant's Initials J.E.

Applicant's Last Name (Please Print) Schierling	First Name Jason	Full Middle Name Edward
--	---------------------	----------------------------

Personal Financial

1. Annual Income		
Salary (Source): Organic Solutions, Inc.	\$	[REDACTED]
Salary (Source):	\$	
Interest (Source):	\$	
Interest (Source):	\$	
Dividends (Source):	\$	
Dividends (Source):	\$	
Other (Source): Colorado Light Industrial Development (varies)	\$	[REDACTED]
Other (Source):	\$	
Total		\$

Please submit all executed agreements or documents that grant you any right to any percent of ownership or percent of income from the Colorado Marijuana business with which you are associated.

2. Amount to be invested in business:	\$	5,000.00
3. Percentage of ownership this amount represents:		50 %
4. Investment will be derived from the following sources: Salary and Savings from Organic Solutions and Colorado Light Industrial Development		
5. Has your interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If YES, explain:		

Applicant's Initials J.E.



Affidavit - Restrictions on Public Benefits

I, Jason Edward Schieling, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

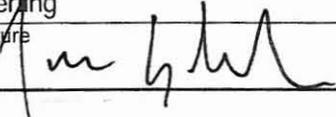
Date

5/28/15

Affirmation & Consent

I, Jason Edward Schierling, state under Penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Associated Key License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of a temporary Marijuana application or the revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print your Full Legal Name clearly below:

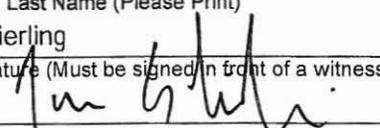
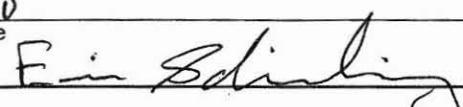
Legal Last Name (Please Print)	Legal First Name	Legal Middle Name
Schierling	Jason	Edward
Signature	Date	
	5/28/15	

Investigation Authorization Authorization to Release Information

I, Jason Edward Schierling, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print your Full Legal Name clearly below:

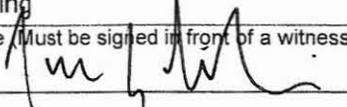
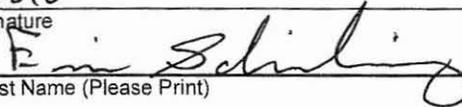
Legal Last Name (Please Print) Schierling	Legal First Name Jason	Legal Middle Name Edward
Signature (Must be signed in front of a witness) 		
Dated this <u>28</u> day of <u>May</u> , 20 <u>15</u> , at <u>9:19 am</u> <small>(day) (month) (year) (time)</small>		
City <u>Pueblo</u>		State <u>CO</u>
Witness Signature 		

Applicant's Request to Release Information

TO: _____

FROM: (Applicant's Printed Name) _____

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but no limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
 - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
 - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
 - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Last Name (Please Print) Schierling	First Name Jason	Middle Name Edward
Signature (Must be signed in front of a witness) 		
Dated this <u>28</u> day of <u>Mar</u> , 20 <u>15</u> , at <u>9:20 am</u>		
City Pueblo		State CO
Witness Signature 		
Spouse's Last Name (Please Print)	Spouse's First Name	Middle Name
Spouse's Signature (Must be signed in front of a witness)		
Dated this _____ day of _____, 20____, at _____		
City		State
Witness Signature		
Signature of Marijuana Enforcement Division agent presenting this request		Date



COLORADO
Department of Revenue
Enforcement Division - Marijuana

John W. Hickenlooper
Governor

Barbara J. Brohl
Executive Director

Dear Applicant:

Thank you for your interest in becoming an Associated Key with a licensed business in the Marijuana industry. Before you submit your application, we want to make you aware of a few facts.

The Marijuana industry in Colorado is one of the most scrutinized businesses in the state, because Colorado citizens want the industry and everyone involved in it free from even the hint of any corruption or deceit. That's why we take our regulation of the industry very seriously, including the issuance of licenses.

During the licensing process, we will conduct a thorough check of your background. If you pass our qualifications, you will be found suitable as an associated key that will allow you to work in the Marijuana Industry. You should know that a Marijuana license is a privilege, not a right. And one thing you must do to obtain this privilege is be completely honest on your license application.

In particular, we ask you on page 4 of the application: "In the past 10 years, but not prior to age 18 have you been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?" The application goes on to tell you to explain ALL such arrests or charges no matter the final outcome.

Did you list ALL arrests and charges in the past 10 years? Are you clear about what you need to disclose? If not, then ask someone at the front desk to assist you and answer any questions you might have. Here are some of the excuses we have heard from people who have failed to disclose arrests to us:

- My attorney told me I didn't have to disclose.
- I didn't think I was arrested, because I only got a ticket.
- I didn't think the arrest had anything to do with Medical Marijuana.
- I didn't think that was still on my record.

But there is no excuse not to disclose an arrest. You have been informed throughout the application to disclose ALL arrests. And you have just been informed again: You will not necessarily be denied a license if you have ever been arrested, but you will be denied if you fail to disclose any arrest.

I have read and understand this letter.

Signed

Date

5/29/15

Erin Schieding



COLORADO
Department of Revenue
Enforcement Division - Marijuana

Colorado Associated Key Marijuana License Application

Marijuana Enforcement Division

DR 8520 (09/10/14)

Colorado Marijuana Enforcement Division

Associated Key Application Instructions

APPLICATION CHECKLIST

1 License Types

Associated Key: Any stockholder holding an interest in a marijuana licensee, or any officer or director, who also acts as a Key executive, employee or agent while physically working in a licensed establishment, Optional Premises or Infused Products Manufacturer location.

2 Application Completed & Signed

Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If you are unsure if a question applies to you or what information the form is asking you to provide, contact any Marijuana Enforcement Division office to seek clarification. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. Sign and date the application.

Notice: You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.

3 Bring in Application

You must call to make an appointment and bring in application and all attachments to:

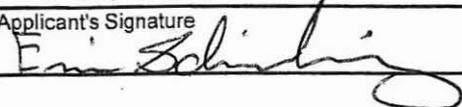
Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203

4 Application Fees

See fee table on website: www.colorado.gov/revenue/med

Marijuana License Number (Leave Blank)

Associated Key License Application Form

Applicant's Last Name (Please Print) Schierling			First Name (Please Print) Erin			Full Middle Name John				
Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary)					Nicknames, Aliases, Etc. Used (Full Name) (Attach separate sheet if necessary)					
Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F		Race [REDACTED]		Date of Birth [REDACTED]		Social Security Number [REDACTED]		Other Social Security Numbers Used <input type="checkbox"/> Yes (If yes attach details) <input checked="" type="checkbox"/> No		
Place of Birth: City [REDACTED]			State CO	Country USA			Drivers License Number and State+ [REDACTED]			
Physical Appearance →		Height [REDACTED]	Weight [REDACTED]	Hair Color Blonde	Eye Color Green		Scars/Tattoos <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If yes explain on a separate sheet		
U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		CO Resident <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Date of Residency [REDACTED]		*If "No", include details here: (Attach separate sheet if necessary)			Alien Registration Number	
Physical Address										
Address [REDACTED]				City Pueblo		County Pueblo		State CO	ZIP 81005	
Length of time at this Address: Year(s) 12		Month(s)	Home Phone Number [REDACTED]		Cell Phone Number [REDACTED]		Email Address [REDACTED]			
Mailing Address (if different from Physical Address)										
Address				City		State		ZIP		
List all addresses where you have lived during the last 10 years, not including present address, (attach separate sheet if necessary)										
Street and Number			City/State/ZIP			From		To		
Name of licensed Marijuana business associated with Main Street Cannabis					Work Phone Number (719) 766-1486		Job Title Owner			
Name of present employer, if different from above Steel City Meds					Work Phone Number (719) 547-5152		Occupation or Job Title Owner			
Do you currently possess a Colorado Marijuana license or are you an associated person in any other type of Colorado Marijuana license?								<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
*If "Yes", indicate license type and number here: Medical# 402-00866 Medical Grow# 403-01096										
Have you ever applied before for a Marijuana license in this or any other jurisdiction, domestic or foreign, whether or not the license was ever issued? (Not including a medical marijuana patient card)								<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
*If "Yes", explain here: Owner Medical Dispensary and Medical Grow										
Have you ever been denied a Marijuana license, withdrawn a Marijuana license application or had any disciplinary action taken against any Marijuana license that you have held, either individually or as part of an ownership group, in this or any other jurisdiction?								<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
*If "Yes", explain here:										
Applicant's Signature 							Date 5/28/2015			

Tattoo Details

1. I have a Superman symbol on my lower left calf.
2. I have a Marine Globe and Anchor across my upper back, extending from my left to right shoulder.

Applicant's Last Name (Please Print) Schierling	First Name (Please Print) Erin	Full Middle Name John
--	-----------------------------------	--------------------------

NOTICE: The Associated Key License Application Form is an official document. If you provide false information on your Marijuana license application and/or do not disclose all information the application asks, your license is subject to denial or revocation, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

If you need clarification of any of the following questions, please contact the Investigations Section at any Marijuana Enforcement Division office.

1. Have you ever been convicted of a felony at anytime regarding the possession, distribution, or use of a controlled substance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Have you served a sentence, including probation or parole, within the past 5 years upon conviction for any felony, even if the conviction occurred more than 5 years ago?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Have you failed to remedy an outstanding delinquency for taxes owed, an outstanding delinquency for judgements owed to a government agency, or an outstanding delinquency for child support?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are you a licensed Physician making patient recommendations?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Have you had your authority to act as a primary caregiver revoked by the State Health Agency?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Are you under 21 years of age at the time of this application?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Are you the spouse or child living in the household of any person employed by the Colorado Marijuana Enforcement Division?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Are you an officer, reserve police officer, agent, or employee of any law enforcement agency of the State of Colorado?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No



If you answered YES to any of the above questions, by Colorado law you cannot obtain or hold a Colorado Marijuana license.

I have thoroughly read and understand the questions above, and understand that I cannot hold a Colorado Marijuana license if at any time in the future I can ever answer "Yes" to any of the questions above.

Applicant's Signature <i>Erin Schierling</i>	Date 05/28/2015
---	--------------------

Applicant's Last Name (Please Print) Schierling		First Name (Please Print) Erin		Full Middle Name John	
Education					
High School Name Pueblo South High School			Location Pueblo, CO		
Major General	Dates Attended From 08/93 To 08/97		Graduate <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned General	
College/Vo-Tech Name (Submit diploma copy)			Location		
Major	Dates Attended From To		Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned	
Other College/School Name (Submit diploma copy)			Location		
Major	Dates Attended From To		Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned	
Other College/School Name (Submit diploma copy)			Location		
Major	Dates Attended From To		Graduate <input type="checkbox"/> Yes <input type="checkbox"/> No	Degree Earned	
Criminal History					
1. Have you, after turning 18 years of age, ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution, or use of a controlled substance?.					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. In the last 10 years have you ever been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?					<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> You must include ALL arrests, charges, and convictions in the last 10 years but not prior to the age of 18 regardless of the outcome, even if the charges were dismissed or you were found not guilty. You must include ALL arrests, charges, and convictions regardless of the class of crime (felonies, misdemeanors, and/or petty offenses). You must include ALL serious traffic offenses, including DUI; DWAI; reckless driving; leaving the scene of an accident (hit and run); driving under denial, suspension or revocation; or any other offense which resulted in your being taken into custody. NOTICE: Do not rely upon your understanding that an arrest or charge is "not supposed to be on your record." A criminal record was not cleared, erased, sealed or expunged unless you were given, and have in your possession, a written order from a judge directing that action. If yes, give details below. List all cases without exception, including bankruptcies: 					
*If you answered YES, explain in detail on a separate sheet and attach it to your application. For each offense for which you were arrested or charged, YOU MUST OBTAIN OFFICIAL DOCUMENTATION FROM THE COURT WHERE YOU APPEARED, SHOWING THE FINAL DISPOSITION (OUTCOME) OF YOUR CASE. This information will include whether you were found guilty or not guilty; and the penalty (money fine, time in jail or prison, or probation or deferred sentence). If you received a deferred judgment, a deferred sentence, or probation, your documentation must include the date that you were discharged or released from probation or other supervision.					
3. Have you ever received a pardon or its equivalent for any criminal offense in this or any other country?					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Have you, as an individual, as a member of a partnership or other form of domestic or foreign business entity, or as owner, director, or officer of a corporation, ever been a party to a lawsuit (other than divorces), either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country?					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
*If you answered YES to any of the preceding questions, explain in detail on a separate sheet and attach it to your application.					

Applicant's Initials EJS

Applicant's Last Name (Please Print) Schierling	First Name Erin	Full Middle Name John
--	--------------------	--------------------------

DR 8520 (09/10/14)
COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division

Arrest Disclosure Form

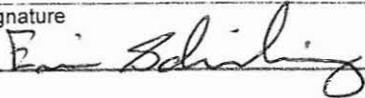
If, since turning age 18, you have ever been arrested, served a criminal summons, charged with, or convicted of ANY crime regarding the possession, distribution or use of a controlled substance, you must disclose this information to the Marijuana Enforcement Division. If you have been arrested in the past 10 years, given a summons, or been convicted of any offense, you must disclose this information to the Marijuana Enforcement Division.

Any person licensed by the Marijuana Enforcement Division, must make written notification to the Division's office of any criminal conviction and/or criminal charge pending against such person within 10 days of such arrest, summons, or conviction. This includes:

- Being taken into custody for any offense, including traffic offenses
- Being issued a summons or citation for any offense except for minor traffic offenses
- Failing to comply with your sentencing requirements
- Failing to appear for a court proceeding and having a bench warrant issued
- Having your driver's license suspended or revoked
- Being alleged to have driven under the influence or impairment of intoxicating liquor or drugs

Failure to disclose an arrest or citation may result in disciplinary action, up to and including the denial of your license application.

Please List Each Offense Separately

1	Date of Offense 11/02/2006	Place of Offense Pueblo, CO
Arresting Agency Pueblo Police Department		
Original Charge Driving Under the Influence of Alcohol		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). I just returned from my first tour of duty in Iraq. I was having a tough time adjusting after returning from Iraq. I used poor judgment and was arrested for drinking and driving. Disposition: Plead Guilty-Sentenced to Probation		
2	Date of Offense 06/01/2008	Place of Offense Pueblo, CO
Arresting Agency Pueblo Police Department		
Original Charge Driving Under the Influence of Alcohol		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). I was leaving for Iraq for my second tour of duty. Again, I used poor judgment and was arrested for driving under the influence of alcohol. Disposition: Dismissed by District Attorney		
Signature 		Date 5/28/2015

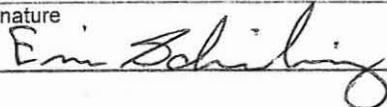
Applicant's Last Name (Please Print) Schierling	First Name Erin	Full Middle Name John
--	--------------------	--------------------------

DR 8520 (09/08/14)
 COLORADO DEPARTMENT OF REVENUE
 MEDICAL MARIJUANA ENFORCEMENT DIVISION

Arrest Disclosure Form

(Continued)

Please List Each Offense Separately

3	Date of Offense 10/25/2008	Place of Offense Pueblo, Co
Arresting Agency Pueblo Police Department		
Original Charge Driving Under the Influence of Alcohol		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). I just returned from my second tour of duty in Iraq. I was arrested for driving under the influence of alcohol and careless driving. Disposition: Careless Driving-Dismissed by District Attorney Driving Under the Influence: Guilty-Sentenced to 6 months of jail, with stay of execution concurrent with day for day credit for Veterans Association alcohol treatment program.		
4	Date of Offense 05/16/2010	Place of Offense Pueblo, CO
Arresting Agency Pueblo Police Department		
Original Charge Driving Under the Influence of Alcohol		
Disposition Narrative — Must also provide official documentation (except for minor traffic offense). I continued to show poor judgment after 2 tours in Iraq, I received another citation for driving under the influence of alcohol and careless driving. Disposition: Careless Driving: Dismissed by District Attorney Driving Under the Influence: Guilty- Sentenced to 1 year supervised probation		
Signature 		Date 5/28/2015

Arrest Disclosure Form-Continued

5. Date of Offense: 03/19/2015
Place of Offense: Pueblo, CO
Arresting Agency: Pueblo Police Department
Original Charge: Failure to Appear (No Proof of Insurance)

Disposition Narrative: I failed to make a court appearance for not having Proof of Insurance at the time of the traffic stop. I did have insurance at the time of the traffic stop, but only had an expired insurance card in my possession. A warrant was issued for my arrest; I turned myself in when I received a notice in the mail. I was released on a bond. My new court date is set for Wednesday, May 27th.

Em Schindler
5/28/2015

Applicant's Last Name (Please Print) Schierling	First Name Erin	Full Middle Name John
--	--------------------	--------------------------

Employment and Business Association History

Beginning with your current employment, list all jobs you have held in the past 10 years, but not prior to age 18. Also, list all businesses with which you have been associated, including all corporations, partnerships or any other business ventures with which you have been associated, including as an officer, director, stockholder, partner, limited partner, member, or in any other related capacity.

Employer/Business Name	Dates (from-to)	Title	Description of Duties	Reason for Leaving
Organic Solutions	01/10-Present	Owner	Daily Operations	
Address (include ZIP code) 74NMcCullochBlvd#120PuebloWest CO81007				Supervisor's Name
Address (include ZIP code)				Supervisor's Name
Address (include ZIP code)				Supervisor's Name
Address (include ZIP code)				Supervisor's Name
Address (include ZIP code)				Supervisor's Name
Address (include ZIP code)				Supervisor's Name

Character References

List three character references who have known you five or more years. Do not include relatives, present employer, or employees.

1	Last Name [REDACTED]	First Name [REDACTED]	Middle Name	Residence Phone [REDACTED]
Years Known 17	Address [REDACTED]	City Pueblo	State CO	ZIP 81005
Employer [REDACTED]				Business Phone [REDACTED]
Address [REDACTED]		City Pueblo	State CO	ZIP 81005
2	Last Name [REDACTED]	First Name [REDACTED]	Middle Name	Residence Phone [REDACTED]
Years Known 8	Address [REDACTED]	City Pueblo	State CO	ZIP 81001
Employer [REDACTED]				Business Phone ()
Address [REDACTED]		City	State	ZIP
3	Last Name [REDACTED]	First Name [REDACTED]	Middle Name	Residence Phone [REDACTED]
Years Known 17	Address [REDACTED]	City Pueblo West	State CO	ZIP 81007
Employer [REDACTED]				Business Phone ()
Address [REDACTED]		City Pueblo	State CO	ZIP 81003

Applicant's Last Name (Please Print) Schierling	First Name Erin	Full Middle Name John
Financial History		
1. Are you delinquent in the filing of any tax return with any taxing agency anywhere?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Are you delinquent in the payment of any taxes, interest, or penalties due to any taxing agency anywhere?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. Are you delinquent in the payment of any judgments due to any governmental agency anywhere?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4. Are you delinquent in the repayment of any government-insured student loans?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Are you delinquent in the payment of any child support?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
6. Check any of the following privileged or professional licenses you have held individually or as part of an ownership group in this state or any other domestic or foreign jurisdiction:	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Liquor <input type="checkbox"/> Real Estate Broker/Sales <input type="checkbox"/> Accountant <input type="checkbox"/> Lawyer <input type="checkbox"/> Physician <input type="checkbox"/> Insurance <input type="checkbox"/> Racing <input type="checkbox"/> Lottery <input type="checkbox"/> Securities Dealer <input type="checkbox"/> Other: _____		
7. Have you ever been denied a privileged or professional license, withdrawn a privileged or professional license application or had any disciplinary action taken against any such license that you have held, either individually or as part of an ownership group?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8. Have you, as an individual, principal of any form of business entity, or as an owner, officer or director of a corporation, ever filed a bankruptcy petition, had such a petition filed against you or the business entity or the corporation; or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for you or the business entity or corporation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
9. Do you now own, have ever owned, or otherwise derive a benefit from assets held outside the United States, whether held in your own name or another name, on your behalf or for another person or entity, or through other individuals or business entities, or in trust, or in any other fashion or status?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
10. Are you currently a party, or ever been a party, in any capacity, to any trust instrument?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
11. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against you or a business entity of which you were a principal or against a corporation for which you were an owner, officer or director.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
*If you answered YES to any of the questions above or checked any boxes above, give details on separate sheet, including license number and dates license held for licenses marked on question 6. Include any items currently under formal dispute or legal appeal. Attach any documents to prove your settlement on any of these issues.		

Applicant's Initials ESS

Applicant's Last Name (Please Print) Schierling	First Name Erin	Full Middle Name John
--	--------------------	--------------------------

Personal Financial

1. Annual Income	
Salary (Source): Organic Solutions	\$ [REDACTED]
Salary (Source):	\$
Interest (Source):	\$
Interest (Source):	\$
Dividends (Source):	\$
Dividends (Source):	\$
Other (Source):	\$
Other (Source):	\$
Total	\$ [REDACTED]

Please submit all executed agreements or documents that grant you any right to any percent of ownership or percent of income from the Colorado Marijuana business with which you are associated.

2. Amount to be invested in business:	\$ 5,000.00
3. Percentage of ownership this amount represents:	50 %
4. Investment will be derived from the following sources: Salary and Saving from Organic Solutions	
5. Has your interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If YES, explain:	

Applicant's Initials EJS



Affidavit - Restrictions on Public Benefits

I, Erin John Schierling, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Erin Schierling

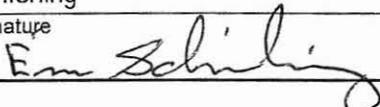
Date

5/28/2015

Affirmation & Consent

I, Erin John Schierling, state under Penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Associated Key License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of a temporary Marijuana application or the revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print your Full Legal Name clearly below:

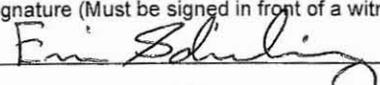
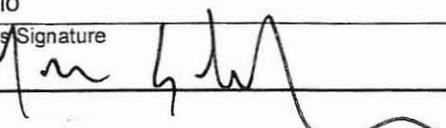
Legal Last Name (Please Print)	Legal First Name	Legal Middle Name
Schierling	Erin	John
Signature	Date	
	5/28/2015	

Investigation Authorization Authorization to Release Information

I, Erin John Schierling, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print your Full Legal Name clearly below:

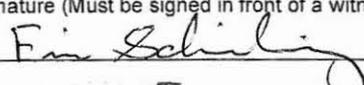
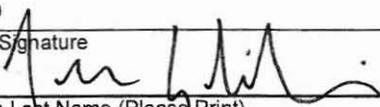
Legal Last Name (Please Print)	Legal First Name	Legal Middle Name
Schierling	Erin	John
Signature (Must be signed in front of a witness)		
		
Dated this <u>28</u> day of <u>May</u> , 20 <u>15</u> , at <u>9:30</u>		
(day)	(month)	(year) (time)
City		State
Pueblo		Colorado
Witness Signature		
		

Applicant's Request to Release Information

TO: _____

FROM: (Applicant's Printed Name) Erin John Schierling

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
 - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
 - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
 - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Last Name (Please Print) Schierling	First Name Erin	Middle Name John
Signature (Must be signed in front of a witness) 		
Dated this <u>28</u> (day) day of <u>May</u> (month), 20 <u>15</u> (year), at <u>9:30</u> (time)		
City Pueblo		State Colorado
Witness Signature 		
Spouse's Last Name (Please Print)	Spouse's First Name	Middle Name
Spouse's Signature (Must be signed in front of a witness)		
Dated this _____ (day) day of _____ (month), 20____ (year), at _____ (time)		
City		State
Witness Signature		
Signature of Marijuana Enforcement Division agent presenting this request		Date



COLORADO
Department of Revenue
Enforcement Division - Marijuana

John W. Hickenlooper
Governor

Barbara J. Brohl
Executive Director

Dear Applicant:

Thank you for your interest in becoming an Associated Key with a licensed business in the Marijuana industry. Before you submit your application, we want to make you aware of a few facts.

The Marijuana industry in Colorado is one of the most scrutinized businesses in the state, because Colorado citizens want the industry and everyone involved in it free from even the hint of any corruption or deceit. That's why we take our regulation of the industry very seriously, including the issuance of licenses.

During the licensing process, we will conduct a thorough check of your background. If you pass our qualifications, you will be found suitable as an associated key that will allow you to work in the Marijuana Industry. You should know that a Marijuana license is a privilege, not a right. And one thing you must do to obtain this privilege is be completely honest on your license application.

In particular, we ask you on page 4 of the application: "In the past 10 years, but not prior to age 18 have you been arrested, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner in this or any other country?" The application goes on to tell you to explain ALL such arrests or charges no matter the final outcome.

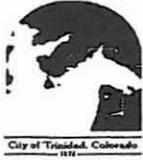
Did you list ALL arrests and charges in the past 10 years? Are you clear about what you need to disclose? If not, then ask someone at the front desk to assist you and answer any questions you might have. Here are some of the excuses we have heard from people who have failed to disclose arrests to us:

- My attorney told me I didn't have to disclose.
- I didn't think I was arrested, because I only got a ticket.
- I didn't think the arrest had anything to do with Medical Marijuana.
- I didn't think that was still on my record.

But there is no excuse not to disclose an arrest. You have been informed throughout the application to disclose ALL arrests. And you have just been informed again: You will not necessarily be denied a license if you have ever been arrested, but you will be denied if you fail to disclose any arrest.

I have read and understand this letter.

Signed Em Schulz Date 5/28/2015



NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Main Street Cannabis, 401 W. Main Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Store license at this location.

Hearing on application will be held on Tuesday, July 21, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: June 16, 2015.

Officers: Jason E. Schierling, President, 639 Henry Avenue, Pueblo, CO 81005
Erin J. Schierling, Operations Mngr/Shareholder, 639 Henry Ave., Pueblo, CO
81005

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 29th day of June, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 29th day of June, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Main Street Cannabis
639 Henry Avenue
Pueblo, CO 81005
Certified Mail #7015 0640 0006 3841 5972



Audra Garrett, City Clerk

PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

Lauri A. Duran, of lawful age, being first duly sworn upon oath, deposes and says that she is the authorized agent of The Chronicle-News, daily newspaper of general circulation which is published and circulated in the City of Trinidad, Las Animas County, Colorado, that said newspaper is a newspaper of general circulation complying with all of the requirements of Articles I to VII, Chapter 130, 1935, Colorado Statutes Annotated, and all other laws of said State, and that said legal / notice has been so published for the period of time prescribed in said newspaper proper and not a supplement.

The attached Notice was published in said newspaper in its issue(s) dated

58655 July 1, 2015



Lauri A. Duran

Subscribed and sworn to before me this
3 day of July
A. D., 2015.


Allyson L. Sheumaker

My commission expires on August 26, 2015



My Comm. Expires August 26, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Main Street Cannabis, 401 W. Main Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Store license at this location.

Hearing on application will be held on Tuesday, July 21, 2015, at 7:00 p.m. in the Council Chambers, City Hall, 135 N. Animas Street, Trinidad, CO.

Date of Application: June 16, 2015.

Officers: Jason E. Schierling, President, 639 Henry Avenue, Pueblo, CO 81005
Erin J. Schierling, Operations Mngr/Shareholder, 639 Henry Ave., Pueblo, CO 81005

Remonstrances may be filed with the City Clerk's Office, 135 N. Animas, Trinidad, CO.

Dated this 29th day of June, 2015.

By Order of the Trinidad City Council
Audra Garrett, City Clerk

PUBLISHED: July 1, 2015

58655

06/29/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Main Street Cannabis

dba:

Address: 401 W. Main Street

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 21, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection needed before
opening

7/9/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: July 10, 2015

06/29/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Main Street Cannabis

dba:

Address: 401 W. Main Street

Type of License: Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 21, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved when CO is issued
no plans or permit on record

6-30-15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: July 10, 2015

6/29/2015

**DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE**

Applicant's Name: Main Street Cannabis

DBA:

Business Address: 401 W. Main Street

Type of License: Retail Marijuana Store

 Renewal Transfer Change of Location X New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: July 1, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

This building is under renovation/construction. An additional inspection MUST be completed by this department at the completion of the renovation/construction.

06-29-15

Date

Charles J. Hansen

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE:

 July 10, 2015

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Monday, June 29, 2015 3:29 PM
To: Audra Garrett
Subject: Re: marijuana

Hi Audra;

None at this time as a store only, they will just have to have an inspection and pay the fee,. Thank you John

On Sun, Jun 28, 2015 at 1:31 PM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Hi John,

The City has a hearing scheduled for July 21st for Main Street Cannabis at 401 W. Main Street. This is a retail store application. Please advise of any concerns.

Audra Garrett Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

audra.garrett@trinidad.co.gov



--

John Martinez Environmental Health
Las Animas/Huerfano Counties District Health Department

5a



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: T. P. Main Street, LLC
 representative
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: Medical Marijuana Center, Optional Premise Cultivation Operation and Infused-Products Manufacturing license renewal application filed by T. P. Main Street, LLC at 821 E. Main Street

RECOMMENDED CITY COUNCIL ACTION: Consider denying the renewal and accepting the surrender of the licenses as requested

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The licensee, since the filing of the renewal applications, has filed a notice of surrender of the licenses.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
 (719) 846-9843, ext. 135

5a



COUNCIL COMMUNICATION

5b

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: T.P. Main Street Representative
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Acceptance of surrender of the Medical Marijuana Center, Optional Premise Cultivation Operation and Infused-Products Manufacturing licenses granted to T. P. Main Street, LLC at 821 E. Main Street

RECOMMENDED CITY COUNCIL ACTION: Accept the Surrender.

SUMMARY STATEMENT: The licensee has noticed the local and state authorities of the desire to surrender the licenses held.

EXPENDITURE REQUIRED: No.

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

The licensee has noticed the local and state authorities of the desire to surrender the licenses held subsequent to the filing of the renewal applications.

CONTACT FOR INFORMATION:

Audra Garrett, City Clerk
(719) 846-9843, ext. 135
or
Les Downs, City Attorney
(719) 846-9843, ext. 120

5b

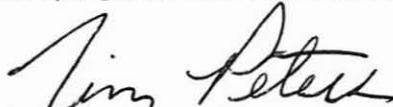
7-6-15

City of Trinidad
JUL - 7 2015
City Clerk's Office

To Trinidad City Council

Due to circumstances beyond our control, TP Main Street LLC wishes to surrender our conditional medical marijuana licenses without prejudice for future filings. This is a temporary condition and it is our intent to move forward as soon as possible.

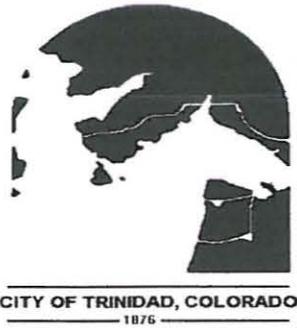
It is also our intent to proceed under the approved CUPs for both Medical and Recreational Marijuana to the best of our ability. Again, this is temporary condition. Our intent is to resume construction as soon as possible.



Tim Peters, Managing Member, TP Main Street LLC



Juanita Peters, Member, TP Main Street LLC



COUNCIL COMMUNICATION

5c

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, Asst. City Mngr.
PRESENTER: Tara Marshall, Dev. Director
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Public hearing and second reading of an ordinance vacating a strip of land 50 feet wide and 140 feet long between Lot 12, Block 11 and Lot 1, Block 14, Bellavista Addition

RECOMMENDED CITY COUNCIL ACTION: Consider on second reading and if acceptable approve

SUMMARY STATEMENT: Vacates allow a person to obtain unused/unusable streets or rights-of-way through a quasi-judicial process

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: Seek additional information;

BACKGROUND INFORMATION:

John Dodson, current owner of 1424 N. Linden Avenue, seeks a vacate to correct his property deed.

TMC Section 14-25(3) Vacations. Whenever any street, alley or other public way is vacated by official action of the City Council, the zone district adjoining each side of such street, alley, or public way shall be automatically extended to the center of such vacation and all area included in the vacation shall then and henceforth be subject to all appropriate regulations of the extended district.

Section 17-69. Procedure before Planning, Zoning and Variance Commission. The Planning, Zoning and Variance Commission shall consider the application for vacation at a regular or special meeting. The City shall give written notice to the applicant and persons who reside or own real property within one block of the City street or other right-of-way requested to be vacated. At the proceeding at which the application is considered by the Commission, the applicant and those favoring or opposing the application shall be given an opportunity to be heard. After the applicant and other interested parties have been heard, the commission shall make its recommendation as to whether the application should be approved. In making its recommendation, the Commission shall consider only the application as submitted to the City or as amended by the Applicant. The Commission shall not consider any proposals for land trades or sale of the property proposed to be vacated, in lieu of a vacation.

Section 17-70. Procedure before City Council. After the Planning, Zoning and Variance Commission has reviewed the vacation application and made its recommendation, the application shall be referred to the City Council for its decision. The decision as to whether to vacate any City street or other right-of-way shall lie with the City Council. The City Council shall have full discretion as to whether grant or deny a vacation request, except that no vacation shall be approved unless it meets State statutory requirements. The vacation of any City street or other right-of-way shall be by ordinance.

5c

The Planning, Zoning and Variance Commission unanimously recommended approval of the vacate.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
(719) 846-9843, ext. 135
or Les Downs, City Attorney
(719) 846-9843, ext. 120



ORDINANCE NO.

AN ORDINANCE VACATING A STRIP OF LAND 50 FEET WIDE AND 140 FEET LONG BETWEEN LOT 12, BLOCK 11 AND LOT 1, BLOCK 14, BELLAVISTA ADDITION OF THE CITY OF TRINIDAD

WHEREAS, John Dodson, owner of property described as Lots 1 & 2, Block 14 to the Bellavista Addition of the City of Trinidad, Las Animas County, has petitioned for vacation of a previously vacated portion of right-of-way between and abutting 1424 N. Linden Avenue and 1500 N. Linden Avenue, Lot 1, Block 14 and Lot 12, Block 11, respectively, Bellavista Addition; and

WHEREAS, said portion of the right-of-way is of no valuable use to the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

1. The City of Trinidad, Colorado, a Municipal Corporation, does hereby vacate all of that public right-of-way more particularly described in Exhibit "A", which is attached hereto and incorporated herein by reference.

2. The City of Trinidad, in vacating the above described real property, hereby reserves a permanent easement upon said property, pursuant to Section 43-2-303(3) of the Colorado Revised Statutes for the future construction and maintenance of electric and other utility lines and appurtenances located within said real property. The present owners of record and any subsequent owner or owners of record of said real property shall refrain from the erection or replacement of any additional structure or barrier within said real property which would preclude or interfere with the construction, use, maintenance, repair or replacement of any electric or other utility line or appurtenances by the City of Trinidad.

INTRODUCED BY COUNCILMEMBER BOLTON, READ AND ORDERED PUBLISHED this 7th of July, 2015.

FINALLY PASSED AND APPROVED this ____ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2015.

JOSEPH A. REORDA, Mayor

ATTEST:

KIM MARQUEZ, Asst. City Clerk

EXHIBIT "A"

All that certain part of a strip of land 50 feet wide and 140 feet in length lying between Lot 12 of Block 11 and Lot 1 of Block 14, Bellavista Addition to the City of Trinidad, Las Animas County, State of Colorado, more particularly described as follows:

Beginning at the Northwest corner of Lot 1, Block 14, Bellavista Addition, thence traveling Northerly 15 feet along the west line of a piece of land vacated by Ordinance No. 1081 and 1091 dated September 15, 1975 and recorded in Book 776, Page 105, Las Animas County Clerk and Records Office to the Northwest corner of said piece of land being the point or place of beginning; thence easterly along the Northerly line of said piece 140 feet to the Northeast corner of said piece, said point being 15 feet North of the Northeast corner of Lot 1, Block 14 Bellavista Addition; thence Northerly 50 feet to the Southeast corner of a piece of land vacated by Ordinance No. 1081 and 1091 dated September 15, 1975 and recorded in Book 776, Page 105, Las Animas county Clerk and Records Office, said point being 15 feet South of the Southeast corner of Lot 12, Block 11, Bellavista Addition, City of Trinidad; thence traveling westerly 140 feet along the Southerly line of said piece to the Southwest corner of said piece, being 15 feet south of the Southwest corner of Lot 12, Block 11 Bellavista Addition, City of Trinidad; thence Southerly 50 feet to the place of beginning; being a piece of land 50 feet by 140 feet containing 7000 square feet of land.

6a



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: M & M Distributing, LLC representative
DEPT. HEAD SIGNATURE:
CITY MANAGER SIGNATURE: *Audra Garrett*

SUBJECT: Modification of premises requests by M & M Distributing, LLC at 422 N. Commercial Street

RECOMMENDED CITY COUNCIL ACTION: Consider approval of the modifications as requested

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order. The licensee seeks to modify the licensed premise as follows:

To the Medical Optional Premise Cultivation Operation and Retail Marijuana Cultivation Facility licenses, constructing four rooms out of one large room for collective growing; installing surveillance cameras, carbon filter smoke detectors and lights.

Also, proposed is a change to Room 2, which is now a Veg Room with 10 Adjust A Wing light fixtures and 10 Digital Ballasts, 220 Volt is proposed to change to Bloom Room 2 with 10 GAVITA light fixtures with ballast attached. 220 Volt. Clone room will also support the Veg room.

Inspections will be required after modifications are made.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
 (719) 846-9843, ext. 135
 or Les Downs, City Attorney
 (719) 846-9843, ext. 120

6a

DR 8545 (08/29/14)
COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division
 455 Sherman Street, Suite 390
 Denver, CO 80203

Marijuana Enforcement Division Report of Changes

Current License Number (All Answers Must Be Printed Legibly or Typewritten) 403-01495 and 403R-00443			
1. Name of Business requesting changes or Person requesting duplicate badge M & M Distributing LLC			
2. Trade Name			
3. Business address or personal address if requesting a duplicate badge 422 N. Commercial St		City Trinidad	State ZIP CO 81082
Select the Appropriate Section Below and Proceed to The Instructions on Page2. (Please refer to fee schedule on the website— www.colorado.gov/revenue/med)			
Section A—Duplicate License		Section B	
<input type="checkbox"/> Duplicate Business License	\$	<input type="checkbox"/> Change Corp. or Trade Name Permit (ea)	\$
<input type="checkbox"/> Duplicate Badge	\$	<input type="checkbox"/> Change Location Permit – Medical	\$
		<input type="checkbox"/> Change Location Permit – Retail	\$
		<input checked="" type="checkbox"/> Change, Alter or Modify Premises	
	\$ 120.00	x 2	Total Fee \$ 240.00
Oath of Applicant (For Duplicate License or Badge Only)			
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.			
Signature			Date
<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>			Total Amount Due \$.00

City of Trinidad

JUL -7 2015

City Clerk's Office

3. Modification of Premises

(Note: Licensees may not modify their licensed premises until approved by state and local authorities.)

A. Describe Change proposal

PHASE II expansion---Constructing 4 rooms out of one large room for collective growing. Installing surveillance cameras, carbon filter smoke detectors and lights.

B. If the modification is temporary, when will the proposed change:

Start (MM/DD/YY)

End (MM/DD/YY)

C. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance) Yes No

D. Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises include security equipment locations.

E. Attach any existing lease that is revised due to the modification.

Oath of Applicant

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

Signature

Herri DeAngelis

Title

Co Owner / Sec. Treas

Date

7/7/15

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S. , as amended. **Therefore, this application is approved.**

Local Licensing Authority (City or County)

Date Filed With Local Authority

Signature

Title

Date

Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 12, Article or 43.4, C.R.S., as amended.

Signature

Title

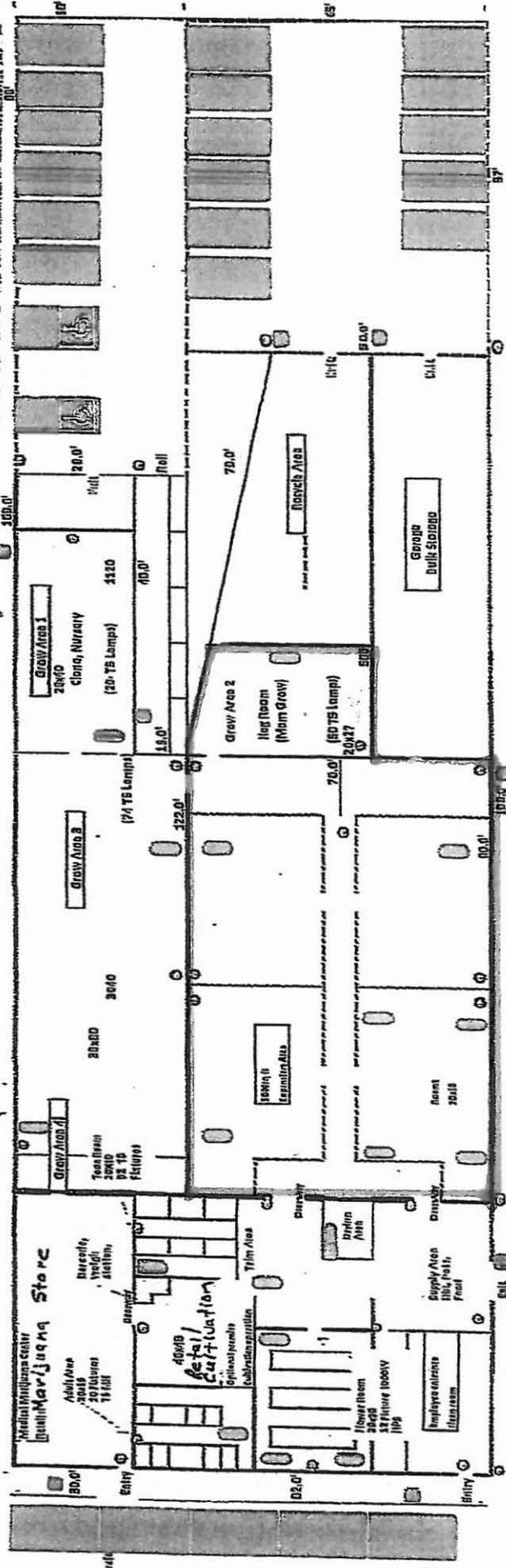
Date

on file

Licensed Premier

MEM Distributing, LLC
422 N Commercial, Trinidad CO

← u. Advanced Premier

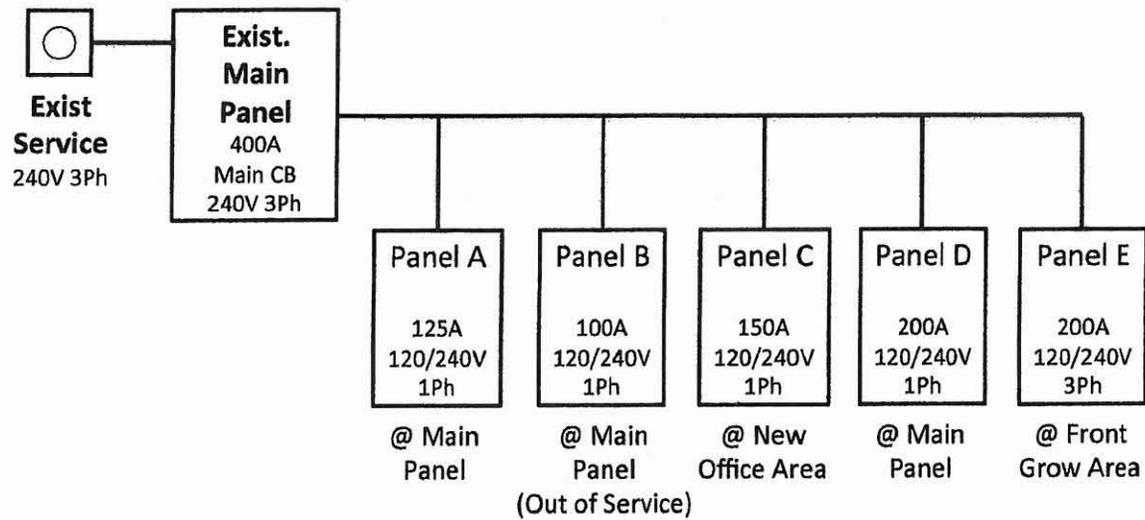


- ADA Standard 8" x 10" (w/ 1/2" minimum access aisle)
- Outside Lighting
- Security Lighting
- 20' x 4' x 5' Parting Space 8" x 10"
- Filtration System
- Min. Clear Height

new addition phase II

undated

M & M Distributing
422 N. Commercial St.
Trinidad, CO 81082

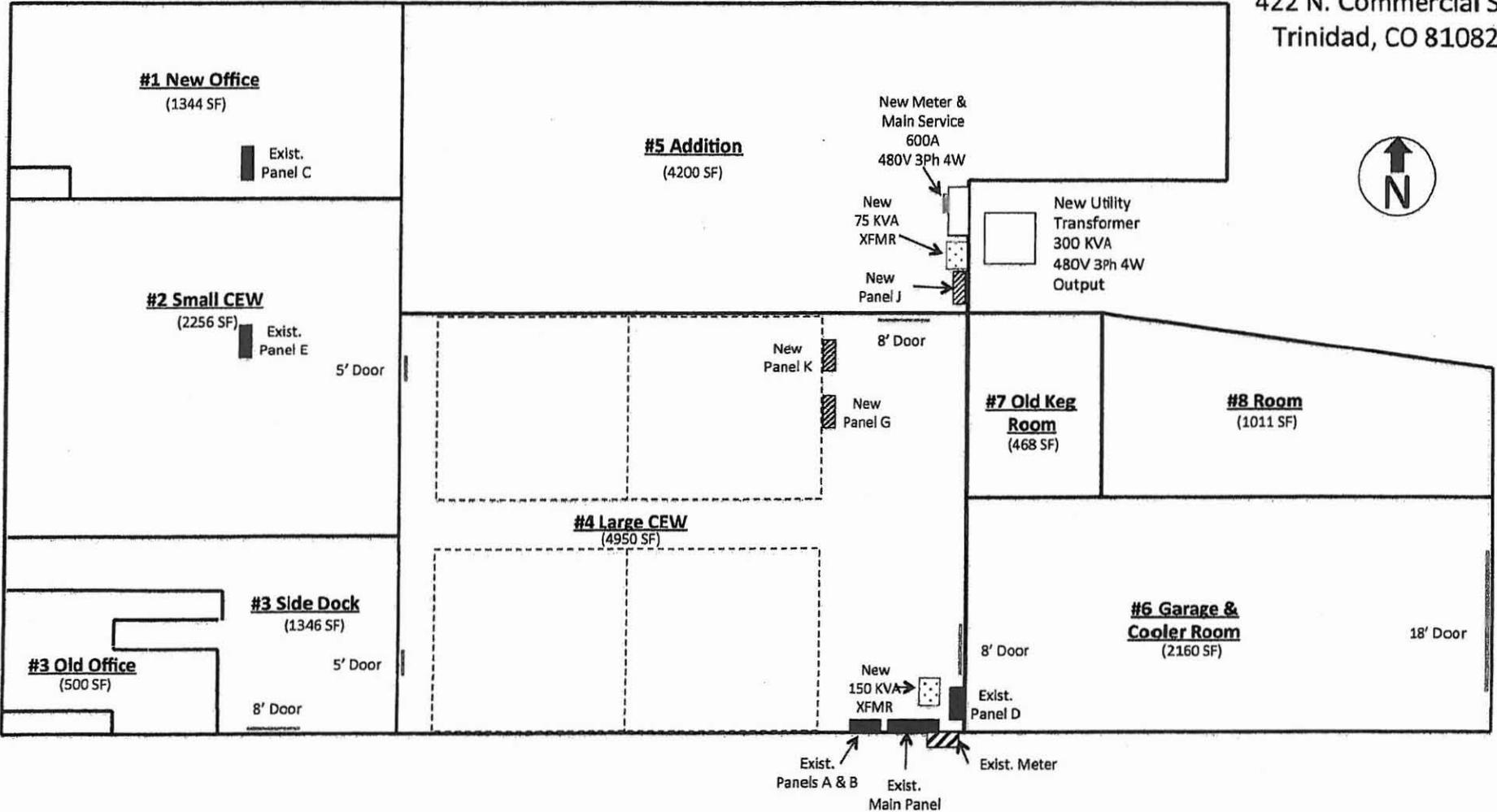


Existing Power Distribution

M & M Distributing
422 N. Commercial St.
Trinidad, CO 81082



Commercial Street



Power Distribution Plan

DR 8545 (08/29/14)
COLORADO DEPARTMENT OF REVENUE
 Marijuana Enforcement Division
 455 Sherman Street, Suite 390
 Denver, CO 80203

Marijuana Enforcement Division Report of Changes

Current License Number (All Answers Must Be Printed Legibly or Typewritten) 403-01495 and 403R-00443			
1. Name of Business requesting changes or Person requesting duplicate badge M & M Distributing LLC			
2. Trade Name			
3. Business address or personal address if requesting a duplicate badge 422 N. Commercial St		City Trinidad	State ZIP CO 81082
Select the Appropriate Section Below and Proceed to The Instructions on Page2. (Please refer to fee schedule on the website— www.colorado.gov/revenue/med)			
Section A—Duplicate License		Section B	
<input type="checkbox"/> Duplicate Business License	\$	<input type="checkbox"/> Change Corp. or Trade Name Permit (ea)	\$
<input type="checkbox"/> Duplicate Badge	\$	<input type="checkbox"/> Change Location Permit – Medical	\$
		<input type="checkbox"/> Change Location Permit – Retail	\$
		<input checked="" type="checkbox"/> Change, Alter or Modify Premises	
	\$ 120.00	x 2	Total Fee \$ 240.00
Oath of Applicant (For Duplicate License or Badge Only)			
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.			
Signature			Date
<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>			Total Amount Due \$ 240.00

City of Trinidad

JUL 16 2015

City Clerk's Office

3. Modification of Premises

(Note: Licensees may not modify their licensed premises until approved by state and local authorities.)

A. Describe Change proposal

Proposed changes to Room 2.
Room 2 is now Veg Room with 10 Adjust A Wing light fixtures and 10 Digital Ballasts. 220 Volt
Change to:
Bloom Room 2 with 10 GAVITA light fixtures with ballast attached. 220 Volt
Clone room will also support Veg room

B. If the modification is temporary, when will the proposed change:

Start (MM/DD/YY)

End (MM/DD/YY)

C. Will the proposed change result in the licensed premises now being located within 1000 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance) Yes No

D. Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises include security equipment locations.

E. Attach any existing lease that is revised due to the modification.

Oath of Applicant

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

Signature <i>Deeri Di Angelis</i>	Title <i>Co-owner / Sec-Treas</i>	Date <i>7/16/15</i>
--------------------------------------	--------------------------------------	------------------------

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Article 43.3 or 43.4, C.R.S. , as amended. **Therefore, this application is approved.**

Local Licensing Authority (City or County)	Date Filed With Local Authority
--	---------------------------------

Signature	Title	Date
-----------	-------	------

Report of State Licensing Authority

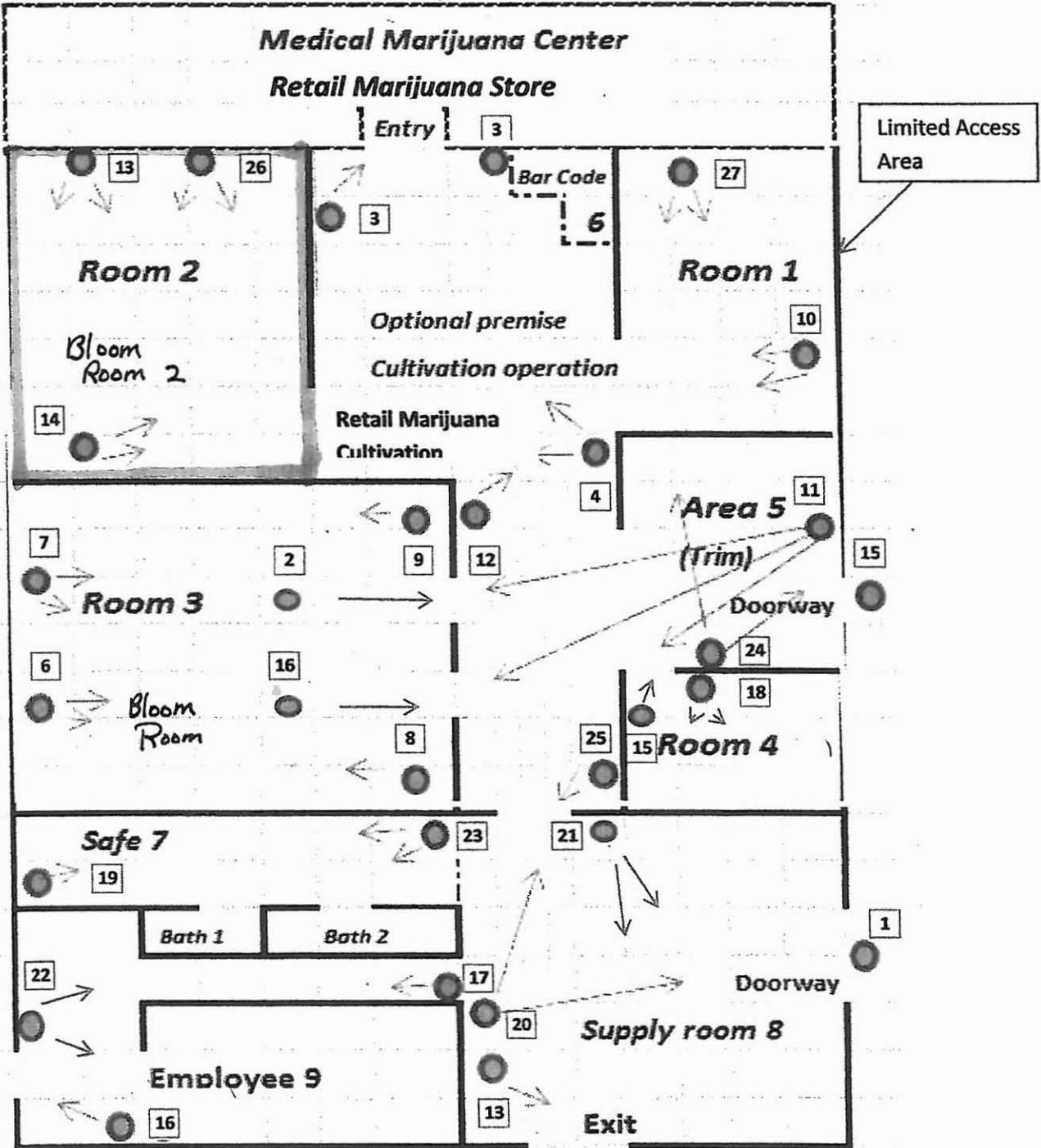
The foregoing has been examined and complies with the filing requirements of Title 12, Article or 43.4, C.R.S., as amended.

Signature	Title	Date
-----------	-------	------

M&M Distributing, LLC
422 N Commercial, Trinidad CO

Medical Marijuana Center
Retail Marijuana Store

*Proposed
change*



66



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Representative of the applicant
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Special event permit application filed by The Kiwanis club of Trinidad, Colorado, at 206 N. Animas Street on August 1, 2015 (Wild Turkey Federation Banquet)

RECOMMENDED CITY COUNCIL ACTION: Consider approval of the permit as requested

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- The Fire Chief indicated there to be minor violations. The fire safety plan approval is pending.
- The Fire Chief on behalf of the Inspection Department reported minor violations.
- The Police Chief's approval is pending.
- Disclosure statements are provided by Councilmembers Miles and Torres.
- Appropriate fees have been paid.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
 (719) 846-9843, ext. 135
 or Les Downs, City Attorney
 (719) 846-9843, ext. 120

66

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
AND ONE OF THE FOLLOWING (See back for details.)**

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input checked="" type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input checked="" type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE The Kiwanis Club of Trinidad, Colorado	State Sales Tax Number (Required)
---	-----------------------------------

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) PO BOX 808 Trinidad, CO 81082	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Sebastiani Gym 209 Animas St. 206 Trinidad CO 81082
--	--

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Brian Blasi, President		Trinidad, CO 81082	
5. EVENT MANAGER Brian Blasi		Trinidad, CO 81082	

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
8/1/2015		5:00 p	11:59 p												

OATH OF APPLICANT

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

SIGNATURE 	TITLE President	DATE 7/1/15
---------------	---------------------------	-----------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) Trinidad	<input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK (719) 846-9843
SIGNATURE	TITLE Mayor	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

R 7/1/15

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

THE KIWANIS CLUB OF TRINIDAD, COLORADO

is a **Nonprofit Corporation** formed or registered on 03/31/1986 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 19871664757.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/26/2015 that have been posted, and by documents delivered to this office electronically through 06/30/2015 @ 12:24:49.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 06/30/2015 @ 12:24:49 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9233690.



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."

**HOLY TRINITY PARISH
TRINIDAD AREA CATHOLIC COMMUNITY
235 N. CONVENT ST.
TRINIDAD, CO 81082**

June 24, 2015

Mrs. Audra Fatur
City of Trinidad

RE: National Wild Turkey Federation
Trinidad Chapter of Kiwanis

This is to inform you that Holy Trinity Parish has given permission to the above referenced organizations to use Sebastiani Gym as the holder of the liquor license for the event that NWTF is holding on August 1, 2015.

If anything further is needed, please let me know.

Sincerely,

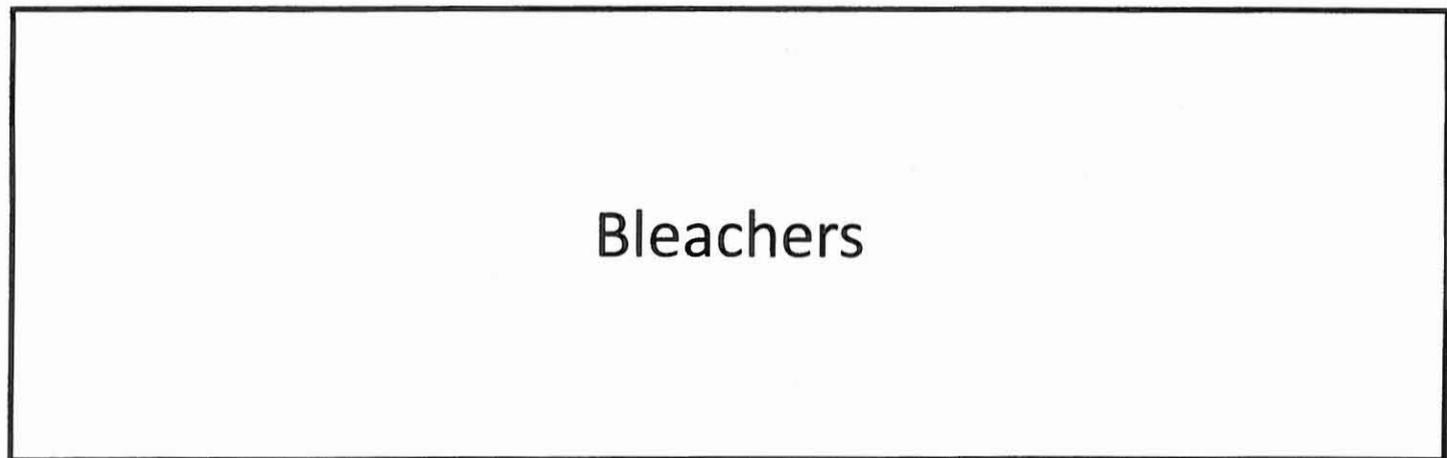


John Pearce
Business Manager

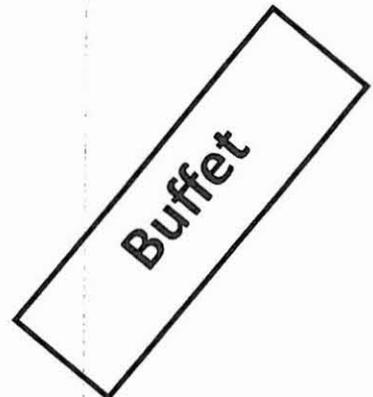
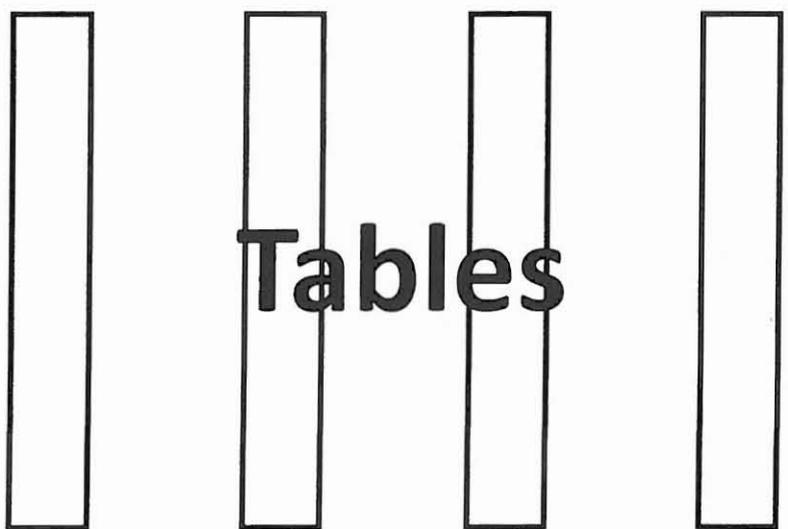
— 105' —

Exit

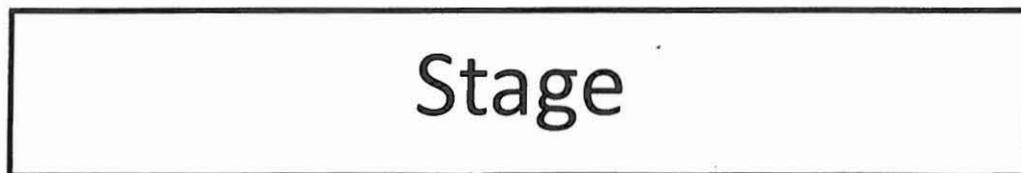
Exit



— 72' —



Entrance



Exit

Animas Street

7/2/15

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: The Kiwanis Club of Trinidad, Colorado

dba: Wild Turkey Federation Banquet – 8/1/2015

Address: 206 N. Animas Street

Type of License: Malt, Vinous and Spirituous

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection of file - minor violations

7/6/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: July 12, 2015

7/2/15

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: The Kiwanis Club of Trinidad, Colorado

dba: Wild Turkey Federation Banquet - 8/1/2015

Address: 206 N. Animas Street

Type of License: Malt, Vinous and Spirituous

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspector in file - minor violations

7/4/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: July 12, 2015

STATE OF COLORADO)
COUNTY OF LAS ANIMAS) SS
CITY OF TRINIDAD)

CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, and the ordinances of the City of Trinidad, The Kiwanis Club of Trinidad, Colorado, P O Box 808, Trinidad, Colorado, which business has applied for a Special Events Permit, to sell and dispense Malt, Vinous and Spirituous Liquors at 206 N. Animas Street, Trinidad, Colorado, on August 1, 2015, was duly posted for no less than ten continuous days, with the first day of posting occurring on the 8th day July, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 8th day of July, 2015.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

(SEAL)



DISCLOSURE STATEMENT

I, Michelle Miles, hereby state and affirm that I am a member of Opera House Wine & Spirits, LLC, a Colorado limited liability company formed on February 22, 2010, whose principal office address is 601 W. Main Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Tire Shop Wine & Spirits, a retail liquor store licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 601 W. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 99% interest in Opera House Wine & Spirits, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Michelle Miles
12/4/12

Date

DISCLOSURE STATEMENT

I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Liz Torres
4.8.14

Date

60c



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: New hotel and restaurant liquor license application filed by Double D's Grill, Inc. at 443 N. Commercial Street

RECOMMENDED CITY COUNCIL ACTION: Set the matter for public hearing.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a new license.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application appears to be in order and will be processed accordingly. A complete application packet will be provided for the hearing.
- City Council may not hold the hearing any earlier than 30 days from today. Therefore, the earliest a hearing may be set is September 1, 2015 at 7:00 p.m., the earliest regular Council meeting date following 30 days.
- Pursuant to TMC 14-204(f), the Local Licensing Authority may request that the state licensing authority conduct a concurrent review of a new license application prior to the local licensing authority's final approval of the license application.
- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing you set.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
(719) 846-9843, ext. 135

60c

Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
<ul style="list-style-type: none"> • 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 • Local License Fee \$ _____ 			
1. Applicant is applying as a/an		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)	
		<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation		FEIN Number 47-4286427	
2a. Trade Name of Establishment (DBA) Double D'S Grill Inc		State Sales Tax Number 3050 8160	Business Telephone 719-846-1716
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 443 North Commercial Street			
City Trinidad	County Las Animas	State CO	ZIP Code 81092
4. Mailing Address (Number and Street) 2039 Piñon Street	City or Town Trinidad	State CO	ZIP Code 81082
5. Email Address redwingole@comcast.net			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
Section A Nonrefundable Application Fees		Section B (Cont.) Liquor License Fees	
<input type="checkbox"/> Application Fee for New License \$ 600.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$ 700.00 <input type="checkbox"/> Application Fee for Transfer \$ 600.00		<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Manager Registration - H & R \$ 75.00 <input type="checkbox"/> Manager Registration - Tavern \$ 75.00 <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"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License (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	
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"/> 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"/> 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 checked="" type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input 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			
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
			\$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant <input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input checked="" type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor / husband and wife partnership <input type="checkbox"/> A. Form DR4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for hotel and restaurant, tavern licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is 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) or manager under the age of twenty-one years? Yes No

8. Has 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) or manager ever (in Colorado or any other state):

(a) Been denied an alcohol beverage license?

(b) Had an alcohol beverage license suspended or revoked?

(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?

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

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

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

Waiver by local ordinance? or
Other:

11. 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 current financial interest in said business including any loans to or from a licensee.

12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?

— Ownership Lease Other (Explain in Detail) _____

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

Landlord	Tenant	Expires
Quintana Land Properties, LLC	Double D's Grill, Inc.	7/31/17

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.

c. Attach a diagram and outline or designate the area to be licensed (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".

13. 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
NONE				

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.

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

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

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

15. Liquor Licensed Drug Store applicants, answer the following:

(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy?

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

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

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

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

(c) How long has the club been incorporated?

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

17. Brew-Pub License or Vintner Restaurant Applicants answer the following:

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

18a. For all on-premises applicants.
(If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-1)

Last Name of Manager	First Name of Manager	Date of Birth
Quintana	Samantha	[REDACTED]

18b. 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.

Name	Type of License	Account Number

19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?

If yes, provide an explanation and include copies of any payment agreements.

20. 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 submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Samantha Quintana	[REDACTED], Trinidad, CO 81082	[REDACTED]	Owner	100%
Name	Home Address, City & State	DOB	Position	% Owned
Name	Home Address, City & State	DOB	Position	% Owned
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 question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

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

Authorized Signature 	Printed Name and Title Samantha Quintana, Owner	Date 6/10/15
--------------------------	--	-----------------

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 12-47-311 (1) C.R.S.)
---	---

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been 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)
- Date of inspection or anticipated date _____
 - Will conduct inspection upon approval of state licensing authority

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

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 (attest)	Print	Title	Date	

lod



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Representative of the applicant
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: Special event permit application filed by Trinidad-Las Animas County Hispanic Chamber of Commerce at 206 N. Animas Street on August 8, 2015 (Fundraiser Dance)

RECOMMENDED CITY COUNCIL ACTION: Consider approval of the permit as requested

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- The Fire Chief indicated an inspection is on file and safety plan is pending.
- The Fire Chief on behalf of the Inspection Department reported an inspection is on file.
- The Police Chief's approval of the security plan is provided.
- Disclosure statements are provided by Councilmembers Miles and Torres.
- Appropriate fees have been paid.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
(719) 846-9843, ext. 135
or Les Downs, City Attorney
(719) 846-9843, ext. 120

lod

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
 AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) 3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP)

PO Box 17 1804 N. Linden Ave. Trinidad, Co. 81082	206 N. Animas Street Trinidad, Co. 81082
---	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE <i>Yolanda Ramero</i>	[REDACTED]	<i>Trinidad, Co 81082</i>	[REDACTED]
5. EVENT MANAGER <i>Yolanda Ramero</i>	[REDACTED]	<i>Trinidad, Co. 81082</i>	[REDACTED]

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

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

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

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

Date	Date	Date	Date	Date
Hours From To	Hours From To	Hours From To	Hours From To	Hours From To
8/18/2015 5p .m. To 12p .m.				

OATH OF APPLICANT

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

SIGNATURE <i>[Signature]</i>	TITLE <i>President</i>	DATE <i>7/19/2015</i>
---------------------------------	---------------------------	--------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

TRINIDAD-LAS ANIMAS COUNTY HISPANIC CHAMBER OF COMMERCE

is a **Nonprofit Corporation** formed or registered on 04/27/1988 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 19881037683.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/07/2015 that have been posted, and by documents delivered to this office electronically through 07/08/2015 @ 19:43:27.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/08/2015 @ 19:43:27 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9241517.



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."

TRINIDAD AREA CATHOLIC COMMUNITY (TACC)
235 N CONVENT ST.
TRINIDAD, CO 81082

SEBASTIANI GYM RENTAL AGREEMENT

RENTER: Hispanic Chamber of Commerce
DATE OF EVENT: Saturday, August 8, 2015
RENT AMOUNT: \$500.00 *pd 7-9-15*
DAMAGE DEPOSIT: \$1,000.00. *pd 7-9-15*

-
1. Lease: This lease is between Trinidad Area Catholic Community (TACC) and *Trinidad and Las Animas County Hispanic Chamber of Commerce* (RENTER). The RENTER agrees to abide by the agreed upon terms of this Rental Agreement.
 2. Use: The Sebastiani Gym located at 206 N Animas St., Trinidad, Co 81082 will be used solely by the RENTER for the purpose of a *Community Fundraising Dance*
 3. Term: The term of agreement shall start **5 day** prior to the date of event as indicated above and shall include the date of event and **1 day** after the event for cleanup.
 4. Rent: RENTER agrees to pay the rent for agreement specified above upon signing of this agreement.
 5. Damage Deposit: RENTER shall pay a damage deposit in the above amount to be held by TACC. Upon termination of the agreement and following the date of the event, TACC shall return to the RENTER the damage deposit provided the RENTER has fulfilled all the terms and conditions of this agreement. The RENTER and the Maintenance Supervisor will do a walkthrough after said event. If damage exceeds the amount of the deposit, the RENTER is liable for the difference. The gym is to be cleaned to the specifications of the Maintenance Supervisor.
 6. Use & Repair: RENTER shall use the property in a careful and safe manner; shall allow only qualified persons to enter and use the property; shall comply with all applicable laws and regulations, and shall maintain the property in good condition. All tables will be covered with a plastic covering. No staples are to be used on the tables. All tables and chairs will have rubber tips. Any and all fixtures brought in by RENTER for use on the gym floor shall have a protective covering between the fixture and the floor. The Maintenance Supervisor shall hold RENTER responsible for gym property and premises until inspection and release.
 7. Surrender: Upon termination of this agreement, RENTER, at RENTER's expense, shall return the property in same condition, ordinary wear and tear expected.
 8. Loss or Damage: RENTER shall bear the entire risk of loss, theft, damage or other destruction to the property and any of its equipment. If any item of property in the gym is lost, stolen or destroyed, RENTER shall pay to TACC or replace such equipment with like equipment in good repair or new equipment.
 9. Indemnity: Neither TACC nor any of TACC's employees, agents, or guests shall be liable to the RENTER for an injury or damage to any person or property in or about the gym by or from any cause. RENTER waives any such claims against TACC. RENTER shall indemnify TACC against and hold TACC harmless from all claims, actions, proceedings, expenses, and liabilities arising from RENTER's use or lease of the gym. TACC is not liable for lost or stolen articles or damage or theft of vehicles.

In the event that the terms of this agreement are unable to be fulfilled through no fault of either party, this agreement shall be declared null and void and both parties shall indemnify each other against any loss. Any and all deposits will be returned to its rightful owner.

10. Assignment: The RENTER shall neither assign or otherwise transfer this agreement or any of the RENTER's interests in the agreement, nor sublease the property or any part of the property without the prior written consent of TACC. Any assignment, transfer or sublease made without the prior written approval TACC, shall be void and shall terminate this agreement.
11. Insurance: Proof of insurance must be on file with the TACC at least thirty (30) prior to the date of event. If alcohol is served, it must be noted on the Certificate of Insurance. TACC is to be added as additional insured on the certificate for this event.
12. Rules & Conditions: RENTER agrees to observe and comply with all of TACC rules and conditions.
13. Attorney's Fees: The prevailing party shall pay all costs, including reasonable attorney fees and interest rate of 10% from any actions brought concerning the provisions of this agreement.
14. Miscellaneous: This agreement shall be binding and inure to the benefit of the successors and approved assignees of TACC and the RENTER.
This lease shall be governed by and interpreted in accordance with the laws of the State of Colorado.
This lease shall not be amended except by a written instrument signed by both parties.

This agreement is signed on the date of: July 9, 2015

TRINIDAD AREA CATHOLIC COMMUNITY

Name: [Signature]

Title: Business Manager

RENTER

Organization: I-LAC Hispanic Chamber of Commerce

Name: [Signature]

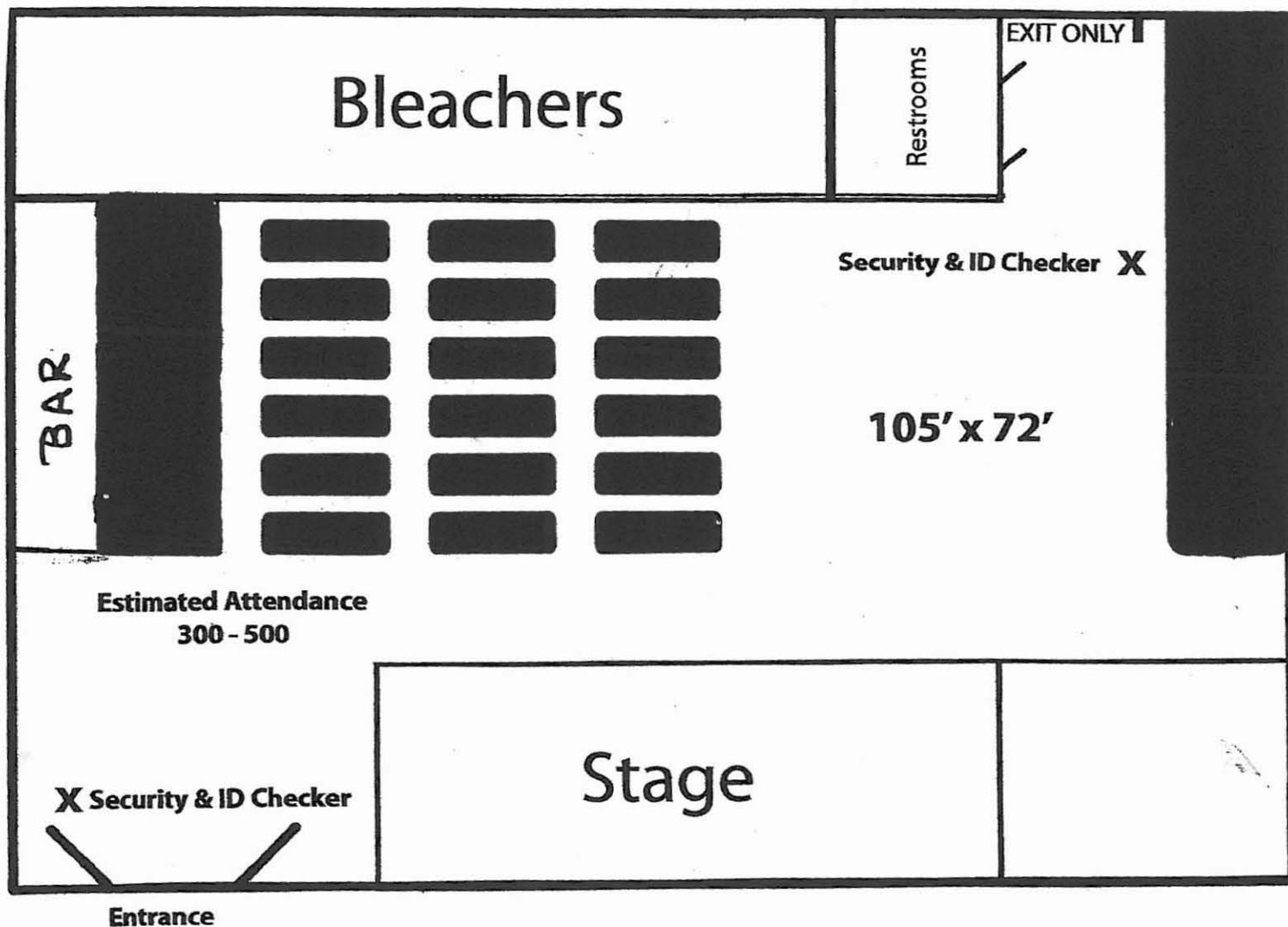
Title: President

Address: 1804 N. Linden

City, State, Zip: Trinidad, Co. 81082

(719) 846-8234
680-5872

Sebastiani Gym Dance



7/10/15

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Trinidad-Las Animas County Hispanic Chamber of Commerce

dba: Fundraiser Dance – 8/8/2015

Address: 206 N. Animas Street

Type of License: Malt, Vinous and Spirituous

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection on file

7/10/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: July 15, 2015

7/10/15

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Trinidad-Las Animas County Hispanic Chamber of Commerce

dba: Fundraiser Dance - 8/8/2015

Address: 206 N. Animas Street

Type of License: Malt, Vinous and Spirituous

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection on file

7/10/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: July 15, 2015

7/10/15

DEPARTMENTAL INSPECTION REPORT
3.2% BEER (FERMENTED MALT BEVERAGE)
OR LIQUOR LICENSE

Applicant: Trinidad-Las Animas County Hispanic Chamber of Commerce

dba: Fundraiser Dance - 8/8/2015

Address: 206 N. Animas Street

Type of License: Malt, Vinous and Spirituous

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: July 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: MUST FOLLOW APPROVED SECURITY PLAN - ATTACHED

7-14-15
Date

CGG Charles J. Hauer
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: July 15, 2015

**Operations Plan
The Hispanic Chamber of Commerce
Fundraiser Dance**

Date of Operation: 8/8/15

Operational Period's: 1900-2400

Pre-Operation Briefing:

Operations Supervisor:

Location of operation: Sebastiani Gym. Access to the gym will be via the front door with emergency exit being located adjacent to the BAR.

Operation Objectives: Provide security for The Hispanic Chamber of Commerce fundraiser dance. Maintain public peace and order during this event. Provide security in the operational area to include event BAR. It should be noted that ingress/egress is located at the front entrance to the building (facing Animas). An emergency EGRESS is located adjacent to the bar and will NOT be used to allow access into the facility. A map is attached to this plan to show the operational area.

Radio Frequency: Officers assigned to this detail will set all 800 MGZ radios to TPD TAC 3. This will allow communications between officers and the Trinidad Communications Center. STAFF EVENT PERSONNEL will make contact with officers via the COMMUNICATIONS CENTER.

Event staffing (Security): three (3) officers will be assigned to this event. One officer will be assigned to work the bar area/emergency egress. One (1) officer will be assigned to work the main entrance to the event. Another officer will patrol the event.

Handling of calls within operations area: Officers assigned to this detail will take all calls for service that occur within the event area. Violation of Statute will be handled accordingly by officers assigned to this operation. Any need for transport to jail and/or Detox will be done by patrol, a request will be made via TPD TAC 3 to the Communications Center. Officers will be responsible for affidavits and associated paper work upon the completion of their assignment. Custody forms will be turned over to the transporting officer upon turning the suspect over for transport.

Officers should note that the staff operating the "bar" are to have received TIPS training. It should be noted that the "The Hispanic Chamber of Commerce Fundraiser Dance" will be operating the bar. ALL staff working the bar will have received TIPS training. All WAIT STAFF will have TIPS training.

ALL persons who enter the bar area shall be 21 years of age or older. Prior to entering the bar, ALL ID's will be checked. Only persons of legal age to consume alcohol will be permitted in the bar area. ALL persons of legal drinking age will have a color wristband placed on them. NO ID = NO BAND = NO ALCOHOL.

Officers AND bar staff should pay special attention to ensure that underage persons ARE NOT being served alcohol. Also officers should ensure that overly intoxicated persons are not being served (As per CRS and Municipal Code). Any violations of the Colorado Beer and Alcohol Code and Trinidad Municipal Alcohol Code shall be handled accordingly.

NO PERSON WHO IS NOT DESIGNATED BY The Hispanic Chamber of Commerce STAFF AND/OR The Trinidad Police Department, AS A BAR EMPLOYEE WILL BE ALLOWED BEHIND THE BAR. Any unauthorized person found behind the bar will be removed from the area. Appropriate enforcement action will also be taken.

The bar will have in place an accounting system for tracking all bar receipts and tip receipts. A "TIP" Jar will not be left where it can be accessed by unauthorized persons. TIP jars will be emptied and accounted for during normal cash drops.

No person is allowed to bring alcoholic beverages into the gym. No person is allowed to take alcoholic beverages out of the gym. Appropriate action will be taken for said violations.

Person(s) assigned to the bar shall wear a distinctive colored shirt that is NOT the same color as other event staff. This is so they can be easily identified as being authorized to work in the bar area.

Officer Safety: All officers assigned to this operation will be in full uniform and will be required to wear their ballistic vests.

Critical Incidents: Any incident requiring command staff notification will be immediately reported to the operations commander. He will make the appropriate notifications.

Officer assignments:

Breaks: Operations supervisor will make sure that officers are periodically given a break.

Prepared by: Det Sgt Phil Martin  Date: July 15, 2015

Approved by:  _____ Date: July 15, 2015

STATE OF COLORADO)
COUNTY OF LAS ANIMAS) SS
CITY OF TRINIDAD)

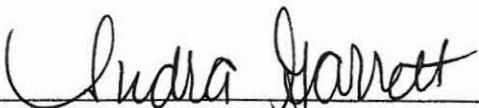
CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, and the ordinances of the City of Trinidad, Trinidad-Las Animas County Hispanic Chamber of Commerce, P O Box 17, Trinidad, Colorado, which business has applied for a Special Events Permit, to sell and dispense Malt, Vinous and Spirituous Liquors at 206 N. Animas Street, Trinidad, Colorado, on August 8, 2015, was duly posted for no less than ten continuous days, with the first day of posting occurring on the 10th day July, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this
10th day of July, 2015.

CITY OF TRINIDAD, COLORADO

(SEAL)



Audra Garrett, City Clerk

DISCLOSURE STATEMENT

I, Michelle Miles, hereby state and affirm that I am a member of Opera House Wine & Spirits, LLC, a Colorado limited liability company formed on February 22, 2010, whose principal office address is 601 W. Main Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Tire Shop Wine & Spirits, a retail liquor store licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 601 W. Main Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 99% interest in Opera House Wine & Spirits, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Michelle Miles
12/4/12

Date

DISCLOSURE STATEMENT

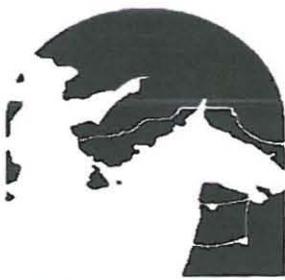
I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Liz Torres
4.8.14

Date

loe



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *[Signature]*

SUBJECT: New Colorado Vinous or Spirituous Liquor Manufacturer Sales Room permit application filed by Mountain View Winery, Inc. d/b/a Mountain View Winery at 105 W. Main Street

RECOMMENDED CITY COUNCIL ACTION: Set the matter for consideration on August 4, 2015.

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for a Sales Room permit

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- A sales room is an extension of a manufacturer’s license.
- Manufacturer Licenses currently do not require local approval.
- In considering a sales room, the local authority only has to indicate to the state that notice was provided in advance of the proposed tasting event; the proposed premises is in keeping with the reasonable requirements of the neighborhood and the desire of the adult inhabitants of the same; past wine tasting events have not had a history of violations; if granted the permit would not result in violations of the Colorado liquor code or laws of the City; the permit would not violate local zoning laws.
- A public hearing for consideration of the sales room is not required. However, the sales room would allow for sales and tastings all year, similar to a regular liquor license.
- This type of a permit seems to be a hybrid of a new license and a tastings permit. As such, the premise has been posted and notice published of Council’s consideration on August 4.
- Interestingly, effective August 5th, the local authority has been given more authority in their consideration of the sales rooms.
- Colorado law pertaining to sales rooms is attached.
- The complete application will be provided for the August 4th meeting.

CONTACT FOR INFORMATION:

Audra Garrett, Asst. City Manager/City Clerk
(719) 846-9843, ext. 135

loe

DR 8057 (07/29/08)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 1881 Pierce St., Ste. 108
 Lakewood, CO 80214
 Fax (303) 205-2341
 Phone (303) 205-2300

APPLICATION FOR COLORADO VINOUS OR SPIRITUOUS LIQUOR MANUFACTURER SALES ROOM Reg 47-428

1. Name of Applicant exactly as it appears on your current Colorado Winery or Distillery License. <i>mountain View Winery, Inc.</i>			
2. Trade Name of Applicant <i>mvw- mountain View Winery</i>			
3. State Sales Tax No. <i>18-19590-0000</i>		Applicant License No.	
4. Business Address of Applicant (Number and Street) <i>5859 5825 Rd</i>		City <i>Olathe</i>	State <i>CO</i>
5. Mailing Address (Number and Street)		City	State
6. Tasting Location <i>105 W. Main Trinidad, Co. 81082</i>		7. Dates of Events: From Date: <i>Permanent</i> To Date: Time: <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM Time: <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
8. Rights to Premises Granted by: (attach a copy Premises Use Authorization letter or lease) <i>Craig & Della Stevens</i>			
9. During this tasting event wines or spirits will be sold (check all the apply) <input checked="" type="checkbox"/> In open containers for on-premises consumption <input checked="" type="checkbox"/> In sealed containers for off-premises consumption			
10. Diagram and control of TASTING PREMISES <input checked="" type="checkbox"/> Attach a diagram of proposed premises <input checked="" type="checkbox"/> Attach a copy of premises control plan outlining how premises will be controlled to insure compliance with liquor code provisions including restricting sales to minors and intoxicated persons and insuring that participants cannot leave the premises with open containers of alcohol beverages.			

NOTIFICATION TO LOCAL LICENSING AUTHORITY

11. Local Licensing Authority Name	Date Application copy provided to local Licensing Authority
------------------------------------	---

NOTICE TO LOCAL LICENSING AUTHORITY

This application for a Tasting Permit will be granted to the above name applicant unless any of the below listed conditions apply. If any of these conditions apply please contact the State Licensing Authority immediately.

- For events lasting three consecutive days or less, the applicant has not provided you with at least 10 days notice of the proposed tasting event.
- For events lasting four or more consecutive days or less, the applicant has not provided you with at least 30 days notice of the proposed tasting event.
- The proposed premises is not in keeping with the reasonable requirements of the neighborhood and the desire of the adult inhabitants pursuant to section 12-47-301(2)(a) C.R.S.
- Past wine tasting events have had a history of violation of the Colorado liquor code.
- If granted this permit would result in violations of the Colorado liquor code or the laws of the local government, (specify)
- Issuance of this permit would violate local zoning laws.

Authorized Signature <i>[Signature]</i>	Title <i>Secretary</i>	Date <i>6/8/15</i>
--	---------------------------	-----------------------



COLORADO
Department of Revenue

Enforcement Division - Liquor & Tobacco

Physical Address:
1881 Pierce Street
Lakewood, CO 80214

Mailing Address:
P.O. Box 173350
Denver, CO 80217-3350

BULLETIN 14-02

REFERENCE: MANUFACTURER SALESROOM GUIDE

October 21, 2014

Colorado Liquor Enforcement Division

Guide To Manufacturer Salesrooms Applications for Vinous and Spirituous Liquor

The Colorado Liquor Enforcement Division (Division) recognizes the growth and popularity of manufacturer sale rooms (MSR) for wineries, limited wineries, and distilleries pursuant to sections 12-47-402(2), C.R.S., 12-47-403(2)(e), C.R.S., 12-47-402(6), C.R.S. and Regulation 47-428, 1 C.C.R. 203-2.

In order to assist applicants in obtaining an MSR license, the Division is providing the following guidelines for MSR applications:

1. Complete Form DR8057 (Application for Colorado Vinous or Spirituous Liquor Manufacturer Sales Room) in its entirety. An MSR license cannot be issued if the application is incomplete. Typical mistakes include (but are not limited to) incomplete addresses, company and business names not matching on lease documents, insufficient premises control plans, and undefined licensed premises.
2. A copy of the MSR application must be provided to the local licensing authority where the MSR is located. If the MSR is temporary (three days or less), the state and local licensing authority must receive the MSR application no less than ten days prior to the event. If the MSR is permanent (more than three days), the state and local licensing authority must receive the application no less than 30 days prior to the sale of alcohol at the MSR.
3. The local licensing authority may object to the issuance of the MSR license pursuant to Regulation 47-428, 1 C.C.R. 203-2.
4. The Licensee may operate the MSR directly, hire individual staff to conduct sales at the MSR, or hire a company to conduct sales at the MSR. If the Licensee hires individual staff or a company to conduct sales at the MSR, the Licensee remains responsible for managing the MSR including hiring and terminating employees, ordering alcohol, and making any other management decisions.
5. If the Licensee hires an individual or company to conduct sales at the MSR, the Licensee shall provide to the Division copies of any contracts, agreements, leases, etc. between the Licensee

and the individual or company which detail the relationship between the Licensee and the company.

6. An individual or company hired to conduct sales at an MSR may be compensated on a percentage of sales basis. However, payment based on a percentage of alcohol sales constitutes a financial interest in a Licensee. Colorado law prohibits financial interests between certain license types. This prohibition may preclude the Licensee from hiring an individual or company to conduct sales at the MSR (compensated on a percentage of sales basis) if such individual or company has a financial interest in another license type and if overlapping financial interests are prohibited between the license types. A matrix detailing allowed and prohibited financial interests between all license types is attached.
 - a. In order to determine if a prohibited financial interest exists, the Licensee must disclose to the Division the name, birth date, and social security number of such individual or the names, birth dates, and social security numbers of all owners of the company.
 - b. If an individual or a company's compensation for conducting sales at the MSR is equal to 10% or more of the Licensee's overall alcohol sales, such individual or the owners of such company must complete form DR8404-I (Individual History Record) and provide fingerprints for a criminal background check.
7. The Licensee may also hire a manager of the MSR in accordance with Regulation 47-318, 1 C.C.R. 203-2. The manager may make management decisions for the MSR on behalf of the Licensee (including the hiring and firing of staff, ordering alcohol, and any other management decisions relating to the MRS). If the Licensee hires an individual to manage the MSR, the Licensee shall disclose all information regarding the manager to the Division. Such information shall include:
 - a. The Licensee shall provide copies of any contracts, agreements, leases, etc. between the Licensee and the individual that detail the relationship between the Licensee and the manager, and
 - b. Each manager must complete form DR8404-I (Individual History Record) and provide fingerprints for a criminal background check.
8. As stated in paragraph number 6, an individual hired to manage an MSR may be compensated on a percentage of sales basis. However, payment based on a percentage of alcohol sales constitutes a financial interest in a Licensee. Colorado law prohibits financial interests between certain license types. This prohibition may preclude the Licensee from hiring an individual to manage the MSR (compensated on a percentage of sales basis) if such individual has a financial interest in another license type and if overlapping financial interests are prohibited between the license types. A matrix detailing allowed and prohibited financial interests between all license types is attached.
9. The licensed premises of the Licensee's MSR may include another company's premises as long as a written agreement is in place providing to the Licensee exclusive control over the sale of alcohol throughout the licensed premises (i.e., MSR sales of alcohol must be under the control

of the Licensee or the Licensee's MSR manager and not the other company). The Licensee must provide a mechanism by which MSR alcohol sale transactions of the Licensee are kept separate from the other company's sales or business transactions. In some instances, a single point of sale system may be acceptable as long as sales records and proceeds of MSR alcohol sales are kept separate from the other company's transactions. All money, funds, and electronic payments (debit cards, credit cards, etc.) related to MSR sales of alcohol must be remitted directly to the Licensee and cannot be commingled with the other company's business transactions.

You may submit your application and all necessary documents and diagrams to DOR_LED@state.co.us. If you have any questions, please call the Division at 303-205-2300.

No person, firm, corporation or association shall engage in the business of selling, offering to sell, using or soliciting orders for alcohol beverages from any Colorado licensed wholesaler or retailer except and unless said person, firm, corporation or association shall be a duly licensed brew pub, manufacturer, wholesaler or importer as required by the laws of the State of Colorado.

Regulation 47-426. Delivery of Alcohol Beverages.

A. Delivery Prohibited.

No retail liquor licensee, licensed to sell malt, vinous, and spirituous liquor for off-premises consumption or fermented malt beverages for on and off premises consumption, shall conduct a delivery only business, or permit the delivery of such alcohol beverages beyond the customary parking area for the customers of the retail outlet except as permitted in B (1) of this regulation.

B. Delivery Permitted.

A retail liquor licensee, licensed to sell malt, vinous, and spirituous liquor, for off-premises consumption or fermented malt beverages for on and off premises consumption, may, deliver such alcohol beverages to any location off the licensed premises, pursuant to the following restrictions:

1. The order for the alcohol beverages which are to be delivered, must be taken by the licensee or an ordering service acting as an agent of the licensee pursuant to a written agreement entered into with the licensee. Licensee shall provide a copy of said agreement to the Liquor Enforcement Division prior to any orders being accepted by licensee's agent. The order may be taken by written order, by telephone, in person, or via internet communication with the licensee or its agent. The person placing the order must provide the licensee with their name, address, date of birth and a valid form of identification, including the identification number. Under no circumstances shall a person under 21 years of age be permitted to place an order for alcohol beverages.
2. Delivery of alcohol beverages shall only be made to a person 21 years of age or older at the address specified in the order. Delivery must be made by the licensee, an employee of the licensee, or a delivery service acting as an agent of the licensee pursuant to a written agreement entered into with the licensee. A copy of said agreement shall be maintained by the licensee. The licensee or his employee, or a representative of a delivery service who delivers the alcohol beverages shall note and log, at the time of delivery; the name, address, date of birth and the valid form of identification, including the identification number, of the person the alcohol beverages are delivered to. Under no circumstances shall a person under 21 years of age be permitted to receive a delivery of alcohol beverages.
3. Licensees who deliver alcohol beverages shall maintain as a part of their required records, pursuant to 12-47-701 C.R.S., all records of delivery including; delivery agreements, delivery orders, receipt logs and journals. These records shall be maintained by the licensee for the current and three prior calendar years. Failure to maintain accurate or complete records shall be a violation of this regulation.

C. Suspension/Revocation.

Any delivery made in violation of Title 12, Articles 46 and Article 47, or in violation of this regulation may be grounds for suspension or revocation by the State Licensing Authority as provided for in section 12-47-601 C.R.S.

Regulation 47-428. Manufacturer Sales Rooms.

- A. Any manufacturer of spirituous liquors, licensed pursuant to 12-47-402 C.R.S., applying to operate an additional sales room location shall submit a copy of the application or supplemental application for the additional sales room

to the local licensing authority in the jurisdiction in which such sales room is proposed.

- B. Any manufacturer of vinous liquors applying to operate an additional sales room licensed pursuant to 12-47-402, and any limited winery licensee applying to operate an additional licensed premises pursuant to 12-47-403, shall also submit a copy of the application or supplemental application for an additional sales room or additional licensed premises to the local licensing authority in the jurisdiction in which such sales room or additional licensed premises is proposed.
- C. The local licensing authority may request that the state licensing authority deny the issuance of a license for an additional sales room or limited winery licensed premises if it has determined that the applicant is not in compliance with local zoning restrictions or any other reasonable restrictions placed upon the neighborhood by the local licensing authority; and that for licenses issued for more than 3 consecutive days, that the proposed sales room or additional limited winery licensed premises is in keeping with the reasonable requirements of the neighborhood and desires of the adult inhabitants, in accordance with 12-47-301(2)(a) C.R.S. Neither the state or local licensing authority shall impose any additional fees for the processing or review of an application for an additional sales room or limited winery licensed premises.
- D. All applications for additional sales rooms or licensed premises to be operated for no more than three (03) consecutive days shall be filed with both the local and state licensing authorities not less than 10 business days prior to the proposed opening date.
- E. All applications for additional sales rooms or licensed premises to be operated for more than three (03) consecutive days shall be filed at least thirty (30) days prior to approval by the state licensing authority. Once an application has been filed for an additional location pursuant to this paragraph E, no application filed pursuant to paragraph D of this regulation will be accepted for the same location.

Regulation 47-430. Limited Winery License – Colorado-grown Produce Annual Certification and Records Repealed effective 12/01/2006.

Regulation 47-432. Colorado Manufacturers– Alternating Proprietor Licensed Premises.

A. Definitions

1. "Alternating Proprietor Licensed Premises" shall have the meaning set forth in 12-47-103(2.5), C.R.S. For purposes of this regulation, alternating proprietor licensed premises shall also mean that portion of the host manufacturer's licensed premises that is shared by the host manufacturer and alternating proprietors, for the manufacture of malt or vinous liquor, which is readily identified by use of placards showing the license number of the manufacturer using that area. Such shared premises may include grain storage areas, crush pads, processing tanks, bottling lines, barrel storage, and casking areas.
2. "Alternating Proprietor" or "tenant manufacturer" shall mean a manufacturer licensed pursuant to 12-46-104(1)(A), 12-47-402, 12-47-403, or 12-47-415, C.R.S. who, by way of written agreement, takes possession of a host manufacturer's licensed premises for use as an alternating proprietor licensed premises as defined in 12-47-103(2.5), C.R.S. and this regulation.
3. "Alternating Proprietor Agreement" shall mean a written agreement between a host manufacturer and an alternating proprietor that, at minimum, conveys possession of specific alternating proprietor licensed premises within a host manufacturer's licensed premises to specific alternating proprietors, establishes the general time frame for possession of alternating proprietor licensed premises, and the manner in which each alternating proprietor will maintain control over its manufacturing operations as an independent producer. Such agreement must be approved by the Liquor Enforcement Division, and any changes, modifications, or termination of such

COLORADO LIQUOR CODE

revocation of the license.

(8) Each licensee holding a fermented malt beverage on-premises license or on- and off-premises license, beer and wine license, tavern license, club license, arts license, or racetrack license shall manage such premises himself or herself or employ a separate and distinct manager on the premises and shall report the name of such manager to the state and local licensing authorities. Such licensee shall report any change in managers to the state and local licensing authorities within thirty days after the change. It is unlawful for the licensee to fail to report the name of or any change in managers as required by this subsection (8). Such failure to report shall be grounds for suspension of the license.

(9)(a) A licensee may move his or her permanent location to any other place in the same city, town, or city and county for which the license was originally granted, or in the same county if such license was granted for a place outside the corporate limits of any city, town, or city and county, but it shall be unlawful to sell any alcohol beverage at any such place until permission to do so is granted by all the licensing authorities provided for in this article.

(b) In permitting such change of location, such licensing authorities shall consider the reasonable requirements of the neighborhood to which the applicant seeks to change his or her location, the desires of the adult inhabitants as evidenced by petitions, remonstrances, or otherwise, and all reasonable restrictions that are or may be placed upon the new district by the council, board of trustees, or licensing authority of the city, town, or city and county or by the board of county commissioners of any county.

(10)(a) The provisions of this subsection (10) shall only apply within a county, city and county, or municipality if the governing body of the county, city and county, or municipality adopts an ordinance or resolution authorizing tastings pursuant to this subsection (10). The ordinance or resolution may provide for stricter limits than this subsection (10) on the number of tastings per year per licensee, the days on which tastings may occur, or the number of hours each tasting may last.

(b) A retail liquor store or liquor-licensed drugstore licensee who wishes to conduct tastings may submit an application or application renewal to the local licensing authority. The local licensing authority may reject the application if the applicant fails to establish that he or she is able to conduct tastings without violating the provisions of this section or creating a public safety risk to the neighborhood. A local licensing authority may establish its own application procedure and may charge a reasonable application fee.

(c) Tastings shall be subject to the following limitations:

(I) Tastings shall be conducted only by a person who has completed a server training program that meets the standards established by the liquor enforcement division in the department of revenue and who is either a retail liquor store licensee or a liquor-licensed drugstore licensee, or an employee of a licensee, and only on a licensee's licensed premises.

(II) The alcohol used in tastings shall be purchased through a licensed wholesaler, licensed brew pub, or winery licensed pursuant to section 12-47-403 at a cost that is not less than the laid-in cost of such alcohol.

(III) The size of an individual alcohol sample shall not exceed one ounce of malt or vinous liquor or one-half of one ounce of spirituous liquor.

(IV) Tastings shall not exceed a total of five hours in duration per day, which need not be consecutive.

(V) Tastings shall be conducted only during the operating hours in which the licensee on whose premises the tastings occur is permitted to sell alcohol beverages, and in no case earlier than 11 a.m. or later than 7 p.m.

(VI) The licensee shall prohibit patrons from leaving the licensed premises with an unconsumed sample.

(VII) The licensee shall promptly remove all open and unconsumed alcohol beverage samples from the licensed premises or shall destroy the samples immediately following the completion of the tasting.

(VIII) The licensee shall not serve a person who is under twenty-one years of age or who is visibly intoxicated.

(IX) The licensee shall not serve more than four individual samples to a patron during a tasting.

(X) Alcohol samples shall be in open containers and shall be provided to a patron free of charge.

(XI) Tastings may occur on no more than four of the six days from a Monday to the following Saturday, not to exceed one hundred four days per year.

(XII) No manufacturer of spirituous or vinous liquors shall induce a licensee through free goods or

Tastings

If the reissued license application is not allowed, the licensee must apply for new license per section 12-47-311, C.R.S.

This bill becomes law effective August 5, 2015.

HB15-1204/Distillery Pub

This bill creates a new retail license type called a Distillery Pub. It is fashioned after the Brew Pub concept and allows:

1. Sale of alcohol beverages for on-premises consumption
2. Production of not more than forty-five thousand (45,000) liters of spirituous liquor that is fermented and distilled on the licensed premises
3. Sell its spirituous liquor to independent wholesalers
4. Sell its spirituous liquor to the public in sealed containers for off-premises consumption
5. Sell its spirituous liquor at wholesale to licensed retailer in an amount up to two thousand seven hundred liters per spirituous liquor product per calendar year.
6. A Distillery Pub is added to the list of licenses allowed to cork and carry vinous liquor according to section 12-47-421, C.R.S.

Since the Distillery Pub is a retail license, it must first be initially submitted to the local licensing authority for approval. An Alternating Proprietors license is not available for the Distillery Pub.

At least 15% of the gross on-premises food and alcohol beverage income of the licensee must be from the sale of food. Food is defined as a quantity of foodstuffs of a nature that is ordinarily consumed by an individual at regular intervals for the purpose of sustenance.

This bill became law on April 24, 2015.

HB15-1217/Local Input for Salesrooms

This bill gives local licensing authorities the ability to provide input to the state licensing authority concerning wineries, limited wineries, distilleries and malt liquor sales rooms. The applicant for a sales room must forward a copy of the application to the local licensing authority who has forty-five (45) days to provide input of whether or not the sales room affects traffic, noise, or other neighborhood concerns in a manner that is inconsistent with local regulations or ordinances.

This bill does not mandate the local licensing authorities to conduct a hearing, but is not prohibited either.

The state licensing authority will adopt rules concerning the amount of time needed for the local licensing authority to submit its determination for sales rooms considered temporary, which is not more than three (3) days.

The applicant must affirm to the state licensing authority that the applicant has complied with local zoning restrictions for any additional sales room.

This bill becomes law effective August 5, 2015.

NOTE: The governor signed this measure on 5/14/2015.

An Act

HOUSE BILL 15-1217

BY REPRESENTATIVE(S) Singer, Becker K., Conti, Fields, Foote, Ginal, Kagan, Lebsack, Mitsch Bush, Pettersen, Rosenthal, Roupe, Ryden, Williams, Winter, Hullinghorst;
also SENATOR(S) Holbert, Baumgardner, Cooke, Grantham, Guzman, Heath, Hill, Jahn, Jones, Kefalas, Kerr, Martinez Humenik, Merrifield, Neville T., Scott, Todd, Woods, Cadman.

CONCERNING THE ABILITY OF A LOCAL LICENSING AUTHORITY TO PROVIDE INPUT TO THE STATE LICENSING AUTHORITY ON APPLICATIONS FOR APPROVAL TO OPERATE A SALES ROOM SUBMITTED BY CERTAIN PERSONS LICENSED UNDER THE "COLORADO LIQUOR CODE", AND, IN CONNECTION THEREWITH, MAKING AN APPROPRIATION.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 12-47-103, **add** (31.5) as follows:

12-47-103. Definitions. As used in this article and article 46 of this title, unless the context otherwise requires:

(31.5) "SALES ROOM" MEANS AN AREA IN WHICH A LICENSED WINERY, PURSUANT TO SECTION 12-47-402 (2), LIMITED WINERY, PURSUANT

Capital letters indicate new material added to existing statutes; dashes through words indicate deletions from existing statutes and such material not part of act.

TO SECTION 12-47-403 (2) (e), DISTILLERY, PURSUANT TO SECTION 12-47-402 (6), OR BEER WHOLESALER, PURSUANT TO SECTION 12-47-406 (1) (b), SELLS AND SERVES ALCOHOL BEVERAGES FOR CONSUMPTION ON THE LICENSED PREMISES, SELLS ALCOHOL BEVERAGES IN SEALED CONTAINERS FOR CONSUMPTION OFF THE LICENSED PREMISES, OR BOTH.

SECTION 2. In Colorado Revised Statutes, 12-47-202, **amend** (2) (a) (I) introductory portion; and **add** (2) (a) (I) (T) as follows:

12-47-202. Duties of state licensing authority. (2) (a) (I) Rules and regulations made pursuant to paragraph (b) of subsection (1) of this section may cover, but shall not be limited to, the following subjects:

(T) SALES ROOMS OPERATED BY LICENSED WINERIES, DISTILLERIES, LIMITED WINERIES, OR BEER WHOLESALERS, INCLUDING THE MANNER BY WHICH A LICENSEE OPERATING A SALES ROOM NOTIFIES THE STATE LICENSING AUTHORITY OF ITS SALES ROOMS, THE CONTENT OF THE NOTICE, AND ANY OTHER NECESSARY PROVISIONS RELATED TO THE NOTICE REQUIREMENT.

SECTION 3. In Colorado Revised Statutes, 12-47-402, **amend** (2) and (6); and **repeal** (3) as follows:

12-47-402. Manufacturer's license. (2) (a) ~~Any~~ A winery ~~that has received a license~~ LICENSED pursuant to this section ~~is authorized to~~ MAY conduct ~~tasting~~ TASTINGS and sell vinous liquors of its own manufacture, as well as other vinous liquors manufactured by other Colorado wineries licensed pursuant to this section or section 12-47-403, on the licensed premises of the winery and at one other ~~licensed~~ APPROVED sales room location at no additional cost, whether included in the license at the time of the original license issuance or by supplemental application.

(b) A WINERY LICENSED PURSUANT TO THIS SECTION MAY SERVE AND SELL FOOD, GENERAL MERCHANDISE, AND NONALCOHOL BEVERAGES FOR CONSUMER CONSUMPTION ON OR OFF THE LICENSED PREMISES.

(c) (I) (A) PRIOR TO OPERATING A SALES ROOM LOCATION, A WINERY LICENSED PURSUANT TO THIS SECTION SHALL, AT THE TIME OF APPLICATION TO THE STATE LICENSING AUTHORITY, SEND A COPY OF THE APPLICATION OR SUPPLEMENTAL APPLICATION FOR A SALES ROOM TO THE

LOCAL LICENSING AUTHORITY IN THE JURISDICTION IN WHICH THE SALES ROOM IS PROPOSED. THE LOCAL LICENSING AUTHORITY MAY SUBMIT A RESPONSE TO THE APPLICATION, INCLUDING ITS DETERMINATION SPECIFIED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH (c), TO THE STATE LICENSING AUTHORITY BUT MUST SUBMIT ITS RESPONSE WITHIN FORTY-FIVE DAYS AFTER THE LICENSED WINERY SUBMITS ITS SALES ROOM APPLICATION TO THE STATE LICENSING AUTHORITY, OR, FOR PURPOSES OF AN APPLICATION TO OPERATE A TEMPORARY SALES ROOM FOR NOT MORE THAN THREE CONSECUTIVE DAYS, WITHIN THE TIME SPECIFIED BY THE STATE LICENSING AUTHORITY BY RULE.

(B) IF THE LOCAL LICENSING AUTHORITY DOES NOT SUBMIT A RESPONSE TO THE STATE LICENSING AUTHORITY WITHIN THE TIME SPECIFIED IN SUB-SUBPARAGRAPH (A) OF THIS SUBPARAGRAPH (I), THE STATE LICENSING AUTHORITY SHALL DEEM THAT THE LOCAL LICENSING AUTHORITY HAS DETERMINED THAT THE PROPOSED SALES ROOM WILL NOT IMPACT TRAFFIC, NOISE, OR OTHER NEIGHBORHOOD CONCERNS IN A MANNER THAT IS INCONSISTENT WITH LOCAL REGULATIONS OR ORDINANCES OR THAT THE APPLICANT WILL SUFFICIENTLY MITIGATE ANY IMPACTS IDENTIFIED BY THE LOCAL LICENSING AUTHORITY.

(II) THE STATE LICENSING AUTHORITY MUST CONSIDER THE RESPONSE FROM THE LOCAL LICENSING AUTHORITY, IF ANY, AND MAY DENY THE PROPOSED SALES ROOM APPLICATION IF THE LOCAL LICENSING AUTHORITY DETERMINES THAT APPROVAL OF THE PROPOSED SALES ROOM WILL IMPACT TRAFFIC, NOISE, OR OTHER NEIGHBORHOOD CONCERNS IN A MANNER THAT IS INCONSISTENT WITH LOCAL REGULATIONS OR ORDINANCES, WHICH MAY BE DETERMINED BY THE LOCAL LICENSING AUTHORITY WITHOUT REQUIRING A PUBLIC HEARING, OR THAT THE APPLICANT CANNOT SUFFICIENTLY MITIGATE ANY POTENTIAL IMPACTS IDENTIFIED BY THE LOCAL LICENSING AUTHORITY.

(III) THE STATE LICENSING AUTHORITY SHALL NOT GRANT APPROVAL OF AN ADDITIONAL SALES ROOM UNLESS THE APPLICANT AFFIRMS TO THE STATE LICENSING AUTHORITY THAT THE APPLICANT HAS COMPLIED WITH LOCAL ZONING RESTRICTIONS.

(IV) A LICENSED WINERY THAT IS OPERATING A SALES ROOM AS OF THE EFFECTIVE DATE OF THIS PARAGRAPH (c), OR THAT IS GRANTED APPROVAL PURSUANT TO THIS PARAGRAPH (c) TO OPERATE A SALES ROOM

ON OR AFTER THE EFFECTIVE DATE OF THIS PARAGRAPH (c), SHALL NOTIFY THE STATE LICENSING AUTHORITY OF ALL SALES ROOMS IT OPERATES. THE STATE LICENSING AUTHORITY SHALL MAINTAIN A LIST OF ALL LICENSED WINERY SALES ROOMS IN THE STATE AND MAKE THE LIST AVAILABLE ON ITS WEB SITE.

(V) THE LOCAL LICENSING AUTHORITY MAY REQUEST THAT THE STATE LICENSING AUTHORITY TAKE ACTION IN ACCORDANCE WITH SECTION 12-47-601 AGAINST A LICENSED WINERY APPROVED TO OPERATE A SALES ROOM IF THE LOCAL LICENSING AUTHORITY:

(A) DEMONSTRATES TO THE STATE LICENSING AUTHORITY THAT THE LICENSEE HAS ENGAGED IN AN UNLAWFUL ACT AS SET FORTH IN PART 9 OF THIS ARTICLE; OR

(B) SHOWS GOOD CAUSE AS SPECIFIED IN SECTION 12-47-103 (9) (a), (9) (b), OR (9) (d).

(VI) THIS PARAGRAPH (c) DOES NOT APPLY IF THE LICENSED WINERY DOES NOT SELL AND SERVE VINOUS LIQUORS FOR CONSUMPTION ON THE LICENSED PREMISES OR IN AN APPROVED SALES ROOM.

~~(3) Any winery that has received a license pursuant to this section is authorized to serve and sell food, general merchandise, and nonalcohol beverages for consumption on the premises of any licensed premises or to be taken by the consumer.~~

(6) (a) ~~Any~~ A manufacturer of spirituous liquors ~~that has received a license~~ LICENSED pursuant to this section ~~is authorized to~~ MAY conduct tastings and sell to customers spirituous liquors of its own manufacture on its licensed premises and at one other ~~licensed~~ APPROVED sales room location at no additional cost. ~~Such additional~~ A sales room location may be included in the license at the time of the original license issuance or by supplemental application.

(b) ~~Any~~ A manufacturer of spirituous liquors ~~that has received a license~~ LICENSED pursuant to this section ~~is authorized to~~ MAY serve and sell food, general merchandise, and nonalcohol beverages for CONSUMER consumption on OR OFF the LICENSED premises. ~~or to be taken off the premises by the consumer.~~

(c) (I) (A) Prior to operating ~~an additional~~ A sales room location, a manufacturer of spirituous liquors ~~that has received a license~~ LICENSED pursuant to this section shall, AT THE TIME OF APPLICATION TO THE STATE LICENSING AUTHORITY, send a copy of the application or supplemental application for ~~an additional~~ A sales room to the local licensing authority in the jurisdiction in which ~~such~~ THE sales room is proposed. The local licensing authority ~~may request that the proposed sales room location license be denied by~~ MAY SUBMIT A RESPONSE TO THE APPLICATION, INCLUDING ITS DETERMINATION SPECIFIED IN SUBPARAGRAPH (II) OF THIS PARAGRAPH (c), TO THE STATE LICENSING AUTHORITY BUT MUST SUBMIT ITS RESPONSE WITHIN FORTY-FIVE DAYS AFTER THE LICENSEE SUBMITS ITS SALES ROOM APPLICATION TO THE STATE LICENSING AUTHORITY, OR, FOR PURPOSES OF AN APPLICATION TO OPERATE A TEMPORARY SALES ROOM FOR NOT MORE THAN THREE CONSECUTIVE DAYS, WITHIN THE TIME SPECIFIED BY THE STATE LICENSING AUTHORITY BY RULE.

(B) IF THE LOCAL LICENSING AUTHORITY DOES NOT SUBMIT A RESPONSE TO THE STATE LICENSING AUTHORITY WITHIN THE TIME SPECIFIED IN SUB-SUBPARAGRAPH (A) OF THIS SUBPARAGRAPH (I), THE STATE LICENSING AUTHORITY SHALL DEEM THAT THE LOCAL LICENSING AUTHORITY HAS DETERMINED THAT THE PROPOSED SALES ROOM WILL NOT IMPACT TRAFFIC, NOISE, OR OTHER NEIGHBORHOOD CONCERNS IN A MANNER THAT IS INCONSISTENT WITH LOCAL REGULATIONS OR ORDINANCES OR THAT THE APPLICANT WILL SUFFICIENTLY MITIGATE ANY IMPACTS IDENTIFIED BY THE LOCAL LICENSING AUTHORITY.

(II) The state licensing authority MUST CONSIDER THE RESPONSE FROM THE LOCAL LICENSING AUTHORITY, IF ANY, AND MAY DENY THE PROPOSED SALES ROOM APPLICATION if the local licensing authority determines that ~~issuance~~ APPROVAL of the proposed sales room ~~license would be in conflict with the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, remonstrances, or otherwise~~ WILL IMPACT TRAFFIC, NOISE, OR OTHER NEIGHBORHOOD CONCERNS IN A MANNER THAT IS INCONSISTENT WITH LOCAL REGULATIONS OR ORDINANCES, WHICH MAY BE DETERMINED BY THE LOCAL LICENSING AUTHORITY WITHOUT REQUIRING A PUBLIC HEARING, OR THAT THE APPLICANT CANNOT SUFFICIENTLY MITIGATE ANY POTENTIAL IMPACTS IDENTIFIED BY THE LOCAL LICENSING AUTHORITY.

(d) (III) The state licensing ~~agency~~ AUTHORITY shall not grant a

~~license for~~ APPROVAL OF an additional sales room unless THE APPLICANT AFFIRMS TO THE STATE LICENSING AUTHORITY THAT the applicant has complied with local zoning restrictions. ~~and the provisions of section 12-47-301 (2) (a).~~

(IV) A LICENSED SPIRITUOUS LIQUORS MANUFACTURER THAT IS OPERATING A SALES ROOM AS OF THE EFFECTIVE DATE OF THIS PARAGRAPH (c), AS AMENDED, OR THAT IS GRANTED APPROVAL PURSUANT TO THIS PARAGRAPH (c) TO OPERATE A SALES ROOM ON OR AFTER THE EFFECTIVE DATE OF THIS PARAGRAPH (c), AS AMENDED, SHALL NOTIFY THE STATE LICENSING AUTHORITY OF ALL SALES ROOMS IT OPERATES. THE STATE LICENSING AUTHORITY SHALL MAINTAIN A LIST OF ALL LICENSED SPIRITUOUS LIQUOR MANUFACTURER SALES ROOMS IN THE STATE AND MAKE THE LIST AVAILABLE ON ITS WEB SITE.

(V) THE LOCAL LICENSING AUTHORITY MAY REQUEST THAT THE STATE LICENSING AUTHORITY TAKE ACTION IN ACCORDANCE WITH SECTION 12-47-601 AGAINST A LICENSED SPIRITUOUS LIQUORS MANUFACTURER APPROVED TO OPERATE A SALES ROOM IF THE LOCAL LICENSING AUTHORITY:

(A) DEMONSTRATES TO THE STATE LICENSING AUTHORITY THAT THE LICENSEE HAS ENGAGED IN AN UNLAWFUL ACT AS SET FORTH IN PART 9 OF THIS ARTICLE; OR

(B) SHOWS GOOD CAUSE AS SPECIFIED IN SECTION 12-47-103 (9) (a), (9) (b), OR (9) (d).

(VI) THIS PARAGRAPH (c) DOES NOT APPLY IF THE LICENSED SPIRITUOUS LIQUORS MANUFACTURER DOES NOT SELL AND SERVE ITS SPIRITUOUS LIQUORS FOR CONSUMPTION ON THE LICENSED PREMISES OR IN AN APPROVED SALES ROOM.

SECTION 4. In Colorado Revised Statutes, 12-47-403, **amend** (2) (e) as follows:

12-47-403. Limited winery license. (2) A limited winery licensee is authorized:

(e) (I) (A) EXCEPT AS PROVIDED IN SUB-SUBPARAGRAPH (B) OF THIS SUBPARAGRAPH (I) AND SUBJECT TO SUBPARAGRAPH (II) OF THIS

PARAGRAPH (e), to conduct tastings and sell vinous liquors of its own manufacture, as well as vinous liquors manufactured by other Colorado wineries, on the licensed premises of the limited winery and up to five other ~~licensed premises~~ APPROVED SALES ROOM LOCATIONS, whether included in the license at the time of the original license or by supplemental application. ~~except that no~~

(B) A LIMITED WINERY LICENSEE SHALL NOT CONDUCT retail sales ~~shall be conducted~~ from an area licensed or defined as an alternating proprietor licensed premises.

(II) (A) PRIOR TO OPERATING A SALES ROOM LOCATION, A LIMITED WINERY LICENSEE PURSUANT TO THIS SECTION SHALL, AT THE TIME OF APPLICATION TO THE STATE LICENSING AUTHORITY, SEND A COPY OF THE APPLICATION OR SUPPLEMENTAL APPLICATION FOR A SALES ROOM TO THE LOCAL LICENSING AUTHORITY IN THE JURISDICTION IN WHICH THE SALES ROOM IS PROPOSED. THE LOCAL LICENSING AUTHORITY MAY SUBMIT A RESPONSE TO THE APPLICATION, INCLUDING ITS DETERMINATION SPECIFIED IN SUB-SUBPARAGRAPH (B) OF THIS SUBPARAGRAPH (II), TO THE STATE LICENSING AUTHORITY BUT MUST SUBMIT ITS RESPONSE WITHIN FORTY-FIVE DAYS AFTER THE LICENSED LIMITED WINERY SUBMITS ITS SALES ROOM APPLICATION TO THE STATE LICENSING AUTHORITY, OR, FOR PURPOSES OF AN APPLICATION TO OPERATE A TEMPORARY SALES ROOM FOR NOT MORE THAN THREE CONSECUTIVE DAYS, WITHIN THE TIME SPECIFIED BY THE STATE LICENSING AUTHORITY BY RULE. IF THE LOCAL LICENSING AUTHORITY DOES NOT SUBMIT A RESPONSE TO THE STATE LICENSING AUTHORITY WITHIN THE TIME SPECIFIED IN THIS SUB-SUBPARAGRAPH (A), THE STATE LICENSING AUTHORITY SHALL DEEM THAT THE LOCAL LICENSING AUTHORITY HAS DETERMINED THAT THE PROPOSED SALES ROOM WILL NOT IMPACT TRAFFIC, NOISE, OR OTHER NEIGHBORHOOD CONCERNS IN A MANNER THAT IS INCONSISTENT WITH LOCAL REGULATIONS OR ORDINANCES OR THAT THE APPLICANT WILL SUFFICIENTLY MITIGATE ANY IMPACTS IDENTIFIED BY THE LOCAL LICENSING AUTHORITY.

(B) THE STATE LICENSING AUTHORITY MUST CONSIDER THE RESPONSE FROM THE LOCAL LICENSING AUTHORITY, IF ANY, AND MAY DENY THE PROPOSED SALES ROOM APPLICATION IF THE LOCAL LICENSING AUTHORITY DETERMINES THAT APPROVAL OF THE PROPOSED SALES ROOM WILL IMPACT TRAFFIC, NOISE, OR OTHER NEIGHBORHOOD CONCERNS IN A MANNER THAT IS INCONSISTENT WITH LOCAL REGULATIONS OR

ORDINANCES, WHICH MAY BE DETERMINED BY THE LOCAL LICENSING AUTHORITY WITHOUT REQUIRING A PUBLIC HEARING, OR THAT THE APPLICANT CANNOT SUFFICIENTLY MITIGATE ANY POTENTIAL IMPACTS IDENTIFIED BY THE LOCAL LICENSING AUTHORITY.

(C) THE STATE LICENSING AUTHORITY SHALL NOT GRANT APPROVAL OF AN ADDITIONAL SALES ROOM UNLESS THE APPLICANT AFFIRMS TO THE STATE LICENSING AUTHORITY THAT THE LIMITED WINERY APPLICANT HAS COMPLIED WITH LOCAL ZONING RESTRICTIONS.

(D) A LICENSED LIMITED WINERY THAT IS OPERATING A SALES ROOM AS OF THE EFFECTIVE DATE OF THIS SUBPARAGRAPH (II), OR THAT IS GRANTED APPROVAL PURSUANT TO THIS SUBPARAGRAPH (II) TO OPERATE A SALES ROOM ON OR AFTER THE EFFECTIVE DATE OF THIS SUBPARAGRAPH (II), SHALL NOTIFY THE STATE LICENSING AUTHORITY OF ALL SALES ROOMS IT OPERATES. THE STATE LICENSING AUTHORITY SHALL MAINTAIN A LIST OF ALL LIMITED WINERY LICENSEE SALES ROOMS IN THE STATE AND MAKE THE LIST AVAILABLE ON ITS WEB SITE.

(E) THE LOCAL LICENSING AUTHORITY MAY REQUEST THAT THE STATE LICENSING AUTHORITY TAKE ACTION IN ACCORDANCE WITH SECTION 12-47-601 AGAINST A LICENSED LIMITED WINERY APPROVED TO OPERATE A SALES ROOM IF THE LOCAL LICENSING AUTHORITY DEMONSTRATES TO THE STATE LICENSING AUTHORITY THAT THE LICENSEE HAS ENGAGED IN AN UNLAWFUL ACT AS SET FORTH IN PART 9 OF THIS ARTICLE OR SHOWS GOOD CAUSE AS SPECIFIED IN SECTION 12-47-103 (9) (a), (9) (b), OR (9) (d).

(F) THIS SUBPARAGRAPH (II) DOES NOT APPLY IF THE LICENSED LIMITED WINERY DOES NOT SELL AND SERVE VINOUS LIQUORS FOR CONSUMPTION ON THE LICENSED PREMISES OR IN AN APPROVED SALES ROOM.

SECTION 5. In Colorado Revised Statutes, 12-47-406, **amend** (1) (b) as follows:

12-47-406. Wholesaler's license. (1) (b) (I) A wholesaler's beer license shall be issued to persons selling malt liquors at wholesale who designate to the state licensing authority on their application the territory within which the licensee may sell the designated products of any brewer as agreed upon by the licensee and the brewer of such products for the

following purposes only:

(H) (A) To maintain and operate warehouses and one ~~salesroom~~ SALES ROOM in this state to handle malt liquors to be denominated a wholesale beer store;

(H) (B) To take orders for malt liquors at any place within the territory designated on the license application and deliver malt liquors on orders previously taken to any place within the designated geographical territory, if the licensee has procured a wholesaler's beer license and the place where orders are taken and delivered is a place regularly licensed pursuant to the provisions of this article.

(II) (A) PRIOR TO OPERATING A SALES ROOM AS AUTHORIZED BY THIS PARAGRAPH (b), A WHOLESALER'S BEER LICENSEE THAT IS LICENSED PURSUANT TO THIS SECTION SHALL, AT THE TIME OF APPLICATION TO THE STATE LICENSING AUTHORITY, SEND A COPY OF THE APPLICATION OR SUPPLEMENTAL APPLICATION FOR A SALES ROOM TO THE LOCAL LICENSING AUTHORITY IN THE JURISDICTION IN WHICH THE SALES ROOM IS PROPOSED. THE LOCAL LICENSING AUTHORITY MAY SUBMIT A RESPONSE TO THE APPLICATION, INCLUDING ITS DETERMINATION SPECIFIED IN SUB-SUBPARAGRAPH (B) OF THIS SUBPARAGRAPH (II), TO THE STATE LICENSING AUTHORITY BUT MUST SUBMIT ITS RESPONSE WITHIN FORTY-FIVE DAYS AFTER THE WHOLESALER'S BEER LICENSEE SUBMITS ITS SALES ROOM APPLICATION TO THE STATE LICENSING AUTHORITY. IF THE LOCAL LICENSING AUTHORITY DOES NOT SUBMIT A RESPONSE TO THE STATE LICENSING AUTHORITY WITHIN FORTY-FIVE DAYS AFTER SUBMISSION OF THE SALES ROOM APPLICATION, THE STATE LICENSING AUTHORITY SHALL DEEM THAT THE LOCAL LICENSING AUTHORITY HAS DETERMINED THAT THE PROPOSED SALES ROOM WILL NOT IMPACT TRAFFIC, NOISE, OR OTHER NEIGHBORHOOD CONCERNS IN A MANNER THAT IS INCONSISTENT WITH LOCAL REGULATIONS OR ORDINANCES OR THAT THE APPLICANT WILL SUFFICIENTLY MITIGATE ANY IMPACTS IDENTIFIED BY THE LOCAL LICENSING AUTHORITY.

(B) THE STATE LICENSING AUTHORITY MUST CONSIDER THE RESPONSE FROM THE LOCAL LICENSING AUTHORITY, IF ANY, AND MAY DENY THE PROPOSED SALES ROOM APPLICATION IF THE LOCAL LICENSING AUTHORITY DETERMINES THAT APPROVAL OF THE PROPOSED SALES ROOM WILL IMPACT TRAFFIC, NOISE, OR OTHER NEIGHBORHOOD CONCERNS IN A

MANNER THAT IS INCONSISTENT WITH LOCAL REGULATIONS OR ORDINANCES, WHICH MAY BE DETERMINED BY THE LOCAL LICENSING AUTHORITY WITHOUT REQUIRING A PUBLIC HEARING, OR THAT THE APPLICANT CANNOT SUFFICIENTLY MITIGATE ANY POTENTIAL IMPACTS IDENTIFIED BY THE LOCAL LICENSING AUTHORITY.

(C) A WHOLESALER'S BEER LICENSEE THAT IS OPERATING A SALES ROOM AS OF THE EFFECTIVE DATE OF THIS SUBPARAGRAPH (II), OR THAT IS GRANTED APPROVAL PURSUANT TO THIS SUBPARAGRAPH (II) TO OPERATE A SALES ROOM ON OR AFTER THE EFFECTIVE DATE OF THIS SUBPARAGRAPH (II), SHALL NOTIFY THE STATE LICENSING AUTHORITY OF ITS SALES ROOM. THE STATE LICENSING AUTHORITY SHALL MAINTAIN A LIST OF ALL WHOLESALER'S BEER LICENSEE SALES ROOMS IN THE STATE AND MAKE THE LIST AVAILABLE ON ITS WEB SITE.

(D) THE LOCAL LICENSING AUTHORITY MAY REQUEST THAT THE STATE LICENSING AUTHORITY TAKE ACTION IN ACCORDANCE WITH SECTION 12-47-601 AGAINST A WHOLESALER'S BEER LICENSEE APPROVED TO OPERATE A SALES ROOM IF THE LOCAL LICENSING AUTHORITY DEMONSTRATES TO THE STATE LICENSING AUTHORITY THAT THE LICENSEE HAS ENGAGED IN AN UNLAWFUL ACT AS SET FORTH IN PART 9 OF THIS ARTICLE OR SHOWS GOOD CAUSE AS SPECIFIED IN SECTION 12-47-103 (9) (a), (9) (b), OR (9) (d).

(E) THIS SUBPARAGRAPH (II) DOES NOT APPLY IF THE WHOLESALER'S BEER LICENSEE DOES NOT SELL AND SERVE MALT LIQUORS FOR CONSUMPTION ON THE LICENSED PREMISES.

SECTION 6. Appropriation. For the 2015-16 state fiscal year, \$3,060 is appropriated to the department of revenue for use by the liquor and tobacco enforcement division. This appropriation is from the liquor enforcement division and state licensing authority cash fund created in section 24-35-401, C.R.S. To implement this act, the division may use this appropriation for personal services.

SECTION 7. Act subject to petition - effective date - applicability. (1) This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly (August 5, 2015, if adjournment sine die is on May 6, 2015); except that, if a referendum petition is filed pursuant to section 1 (3)

of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in November 2016 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

(2) This act applies to applications for sales rooms submitted on or after the applicable effective date of this act.

Dickey Lee Hullinghorst
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

Bill L. Cadman
PRESIDENT OF
THE SENATE

Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED _____

John W. Hickenlooper
GOVERNOR OF THE STATE OF COLORADO



COUNCIL COMMUNICATION

LOF

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Tara Marshall, Dev. Services Dir.
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *Tara Marshall*

SUBJECT: Consideration of grant contract extensions of grant agreements for the Hughes Lumber Company Construction Documents between the City and History Colorado

RECOMMENDED CITY COUNCIL ACTION: Approval

SUMMARY STATEMENT: Granting agency extension of grant

EXPENDITURE REQUIRED: Yes, \$10,625

SOURCE OF FUNDS: CIP

POLICY ISSUE: CIP Projects

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The City has committed to this grant. Due to delays, an extension of the grant is necessary.

CONTACT FOR INFORMATION:

Tara Marshall, Development Services Director
(719) 846-9843 ext. 131

LOF

Department or Agency Name
History Colorado, the Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM -Amendment #37

CONTRACT AMENDMENT #2013-M1-032 B

THIS AMENDMENT, made this _____ day of _____, _____ by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the City of Trinidad, 135 North Animas Street, Trinidad, Colorado 81082, hereinafter referred to as the Contractor,

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment; and

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

The Parties entered into a contract dated August 29, 2012, (the "Original Contract"), for SHF Project #2013-M1-032, wherein the Contractor agreed to undertake the performance of certain work and services in consideration for which the State agreed to make certain payments; and

The term of the contract is extended because the Contractor, through no fault of their own, is unable to complete the project as required within the specified contract period as a result of unforeseen delay; and

The State and the Contractor both wish to bring the project to completion in order to fulfill the objectives of the Original Contract.

NOW THEREFORE, it is hereby agreed that:

1. Consideration for this amendment to the original contract, C.E. Number POGG1 2015000168, Contract Routing Number N/A Approved Waiver Form, dated August 29, 2012, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment is supplemental to the original contract, as amended Number #2013-M1-032, dated August 29, 2012, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a. Provision #4 of the original contract, CONTRACT EFFECTIVE DATE, the term of the contract is **EXTENDED** from September 1, 2014 (previously extended to September 1, 2015) to September 1, 2016.
 - b. Provision #5 of the original contract, COMPENSATION AND METHOD OF PAYMENT, the List of Submittals are revised as reflected in the attached Revised Exhibit C.
4. The effective date of this amendment is upon approval of the State Controller or July 31, 2015, whichever is later.
5. Except for the "Special Provisions," in the event of any conflict, inconsistency, variance or contradiction between the provisions of this Amendment, and any of the provisions of the Original Contract, the provisions of this Amendment, shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

6. FINANCIAL OBLIGATIONS OF THE STATE PAYABLE AFTER THE CURRENT FISCAL YEAR ARE CONTINGENT UPON FUNDS FOR THAT PURPOSE BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
(Grant Recipient)

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

City of Trinidad
Legal Name of Contracting Entity

BY: _____
Executive Director or Designee
Edward C. Nichols, President

History Colorado

*Signature of Authorized Officer

Date: _____

Department of Higher Education

Date

STATE HISTORICAL FUND

Print Name of Authorized Officer

BY: _____
Director or Designee
Steve W. Turner, Vice President OAHP & SHF/Deputy SHPO

Date: _____

Print Title of Authorized Officer

WAIVER CONTRACT REVIEWER

BY: _____
Contracts Officer or Designee
Susan Frawley, State Historical Fund

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

BY: _____
Joseph Bell
CHS, Vice President Finance, Facilities & Regional
Museums

Date: _____

Revised September 26, 2013
5a2eb6b6-71bb-4c1a-9451-21b2258d5668
Approval/Contract: Amendment/Time Extension Only

LIST OF SUBMITTALS

<u>Project Reports</u>		
<u>Project Reports</u>	<u>Due Date</u>	<u>Society Response</u>
a. Payment Request Form (Attachment 1). Deliverables #1-3 below must be reviewed and approved before Advance payment is made.	Received 6/25/13	Advance payment of grant award \$9,562 – Paid.
b. Progress Report # 1	Received 12/19/12	Reviewed
c. Progress Report # 2	Received 12/19/12	Reviewed
d. Progress Report # 3	Received 2/26/13	Reviewed
e. 1st Interim Financial Report (Attachment 1). Deliverables #4-7 below must be reviewed and approved before 1 st Interim payment is made.	April 15, 2015 **	Review & Approve. 1st Interim payment of grant award \$9,562.
f. Progress Report # 4	Received 4/29/13	Reviewed
g. Progress Report # 5	Received 7/1/13	Reviewed
h. Progress Report # 6	Received 9/3/13	Reviewed
i. Progress Report # 7	Received 11/14/13	Reviewed
j. 2nd Interim Financial Report (Attachment 1). Deliverable #8 below must be reviewed and approved before 2 nd Interim payment is made.	November 15, 2015 **	Review & Approve. 2nd Interim payment of grant award \$9,562.
k. Progress Report # 8	Received 12/31/13	Reviewed
l. Progress Report # 9	Received 3/6/14	Reviewed
m. Progress Report # 10	Received 5/13/14	Reviewed
n. Progress Report # 11	Received 8/28/14	Reviewed
o. Progress Report # 12	November 1, 2014	Not Received
p. Progress Report # 13	Received 1/5/15	Reviewed
q. Progress Report # 14	March 1, 2015	Not Received
r. Progress Report # 15	Received 6/15/15	Reviewed

s. Progress Report # 16	July 1, 2015	Review*
t. Progress Report # 17	September 1, 2015	Review*
u. Progress Report # 18	November 1, 2015	Review*
v. Progress Report # 19	January 1, 2016	Review*
w. Progress Report # 20	March 1, 2016	Review*
x. Progress Report # 21	May 1, 2016	Review*
y. Progress Report # 22	July 1, 2016	Review*
z. Final Financial Report (Attachment 1)	July 15, 2016	Review & Approve. Final payment of grant award \$3,189. ***

*At the discretion of the SHF technical staff, progress reports may not receive a response.

** Interim financial report due date is a guideline. Please submit 1st Interim financial report when majority of advance has been expended and you are ready for the next payment.

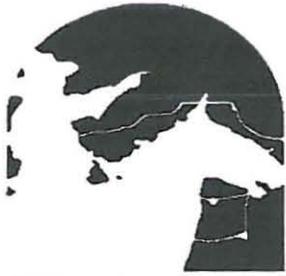
*** Final Payment is a reimbursement ONLY after all contractors have been paid.

Project period ends on September 1, 2016. All deliverables due on or before this date.

PROJECT DELIVERABLES

Submit the following Project Deliverables. Deliverables #1 – 3 must be reviewed and approved by SHF before project start.

<u>Project Deliverables</u>	<u>Society Response</u>
1. Consultant Resume: A&E Services	Reviewed and Approved
2. Subcontract Certification: A&E Services	Reviewed and Approved
3. Initial Consultation with SHF Historic Preservation Specialist	Held
4. Historical photographs/documentation of areas to be treated	Reviewed and Approved
5. Before/existing condition photos of areas affected by Scope of Work	Reviewed and Approved
6. Materials Testing Analysis and Results (paint, mortar, lead, asbestos)	Conditional Approval
6a. Materials Testing and Analyses – Mortar and Paint	Review/Comment and or Approve
7. Design Development Set	Conditional Approval
8. Interim Consultation with SHF Historic Preservation Specialist	Review/Comment and or Approve
9. Construction Documents/Plans & Specifications	Review/Comment and or Approve
10. Estimate of Probable Cost of Construction	Review/Comment and or Approve
11. Project Summary Report	Review/Comment and or Approve



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

log

CITY COUNCIL MEETING: July 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, ACM/City Clerk
PRESENTER: Tara Marshall, Dev. Services Dir.
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE: *Tara Marshall*

SUBJECT: Consideration of grant contract extensions of grant agreements for the Monument Lake Nomination and Construction Documents for the fish hatchery and zoo between the City and History Colorado

RECOMMENDED CITY COUNCIL ACTION: Approval

SUMMARY STATEMENT: Granting agency extension of grant

EXPENDITURE REQUIRED: Yes, \$12,600

SOURCE OF FUNDS: CIP

POLICY ISSUE: CIP Projects

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The City has committed to this grant. Due to delays, an extension of the grant is necessary.

CONTACT FOR INFORMATION:

Tara Marshall, Development Services Director
(719) 846-9843 ext. 131

log

Department or Agency Name
History Colorado, the Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM -Amendment #37

CONTRACT AMENDMENT #2013-M2-030 C

THIS AMENDMENT, made this _____ day of _____, _____ by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the City of Trinidad, 135 North Animas Street, Trinidad, Colorado 81082, hereinafter referred to as the Contractor,

FACTUAL RECITALS

Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment; and

Required approval, clearance, and coordination has been accomplished from and with appropriate agencies; and

The Parties entered into a contract dated March 12, 2013, (the "Original Contract"), for SHF Project #2013-M2-030, wherein the Contractor agreed to undertake the performance of certain work and services in consideration for which the State agreed to make certain payments; and

The Scope of Work is being revised to more adequately meet the Secretary of Interior Standards; and

The State and the Contractor both wish to bring the project to completion in order to fulfill the objectives of the Original Contract.

NOW THEREFORE, it is hereby agreed that:

1. Consideration for this amendment to the original contract, C.E. Number POGG1 2015000176, Contract Routing Number N/A Approved Waiver Form, dated March 12, 2013, consists of the payments which shall be made pursuant to this amendment and the promises and agreements herein set forth.
2. It is expressly agreed by the parties that this Amendment is supplemental to the original contract, as amended Number #2013-M2-030, dated March 12, 2013, referred to as the "original contract," which is, by this reference incorporated herein, that all terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this amendment as though they were expressly rewritten, incorporated, and included herein.
3. It is agreed the original contract is and shall be modified, altered, and changed in the following respects only:
 - a. Provision #1 of the original contract, the Scope of Work and activities are revised as reflected in the attached Revised Exhibit A: Scope of Work.
 - b. Provision #2 of the original contract, APPLICABLE STANDARDS, the Scope of Work and activities are revised as reflected in the attached Revised Exhibit A: Scope of Work.
4. The effective date of this amendment is upon approval of the State Controller or August 15, 2015, whichever is later.
5. Except for the "Special Provisions," in the event of any conflict, inconsistency, variance or contradiction between the provisions of this Amendment, and any of the provisions of the Original Contract, the provisions of this Amendment, shall in all respects supersede, govern, and control. The "Special Provisions" shall always be controlling over other provisions in the contract or amendments. The representations in the Special Provisions concerning the absence of bribery or corrupt influences and personal interest of State employees are presently reaffirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day first above written.

*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
(Grant Recipient)

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR

City of Trinidad
Legal Name of Contracting Entity

BY: _____
Executive Director or Designee
Edward C. Nichols, President

History Colorado

*Signature of Authorized Officer

Date: _____

Department of Higher Education

Date

STATE HISTORICAL FUND

Print Name of Authorized Officer

BY: _____
Director or Designee
Steve W. Turner, Vice President OAHP & SHF/Deputy SHPO

Date: _____

Print Title of Authorized Officer

WAIVER CONTRACT REVIEWER

BY: _____
Contracts Officer or Designee
Susan Frawley, State Historical Fund

Date: _____

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performances or for any goods and/or services provided hereunder.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

BY: _____
Joseph Bell
CHS, Vice President Finance, Facilities & Regional
Museums

Date: _____

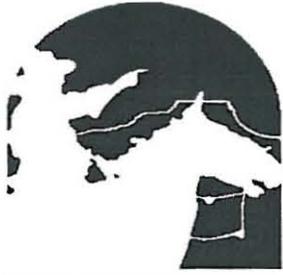
Revised, September 26, 2013
20b95265-c727-4d85-9c79-2e647d53d8f3
Approval/Contract: Amendment/Scope of Work (and Time Extension)

SCOPE OF WORK

- I. **Project Purpose:** The purpose of this project is to complete and present a National Register nomination and complete Construction Documents for the Fish Hatchery and Zoo at Monument Lake Park near Trinidad, Colorado.
- II. **The Scope of Work is as follows:**
- A. Prepare National Register Nomination
1. Start-up Tasks and Fieldwork
 - a. Consult with National Register staff to discuss project purpose and Scope of Work. Discuss methodology, boundary, Rural Historic Landscape elements and water structure laws and documentation required
 - b. Conduct fieldwork to describe architectural features, apparent alterations, and materials of the buildings, including significant interior features. Additionally conduct fieldwork and describe any historical archaeology and archaeological features (e.g., bridges, water structures, foundations, rock walls, etc.).
 - c. Take color digital images of the buildings, features and elements, and save as TIFF files on a CD to submit with final submission.
 - d. Conduct additional historical research into the design, construction, use of the buildings and historical archaeology resources, archaeology, and biographical information on the owners.
 - e. Conduct research with the office of the State Engineer regarding water structures
 - f. Remove the following buildings, structures and sites from the nomination:
 - Water Treatment Plant (identified as building NC4 in the previous draft nomination)
 - East Spillway and Canal (identified as structure 1 in the previous draft nomination)
 - Central Water Supply Station and Pond (identified as structure 2 in the previous draft nomination)
 - Central Canal (identified as structure 4 in the previous draft nomination)
 - Zoo Pond (identified as structure 8 in the previous draft nomination)
 - Maxwell Irrigating Ditch No. 3 (identified as structure 6 in the previous draft nomination)
 - Dam and Lake Perimeter Road (identified as structure 13 in the previous draft nomination)
 - South Entrance Gate (identified as structure 14 in the previous draft nomination)

- D. Prepare Construction Documents including plans, specifications, and engineering design for the following:
1. Roof reconstruction for the IWL (Issac Walton League) stone building
 - a. Restore/replicate vigas
 - b. Restore/replicate sheathing
 - c. Install new roofing and related flashings and detailing
 2. Masonry restoration; window and door restoration, reconstruction, and rehabilitation; and rehabilitation of interior finishes for the IWL (Issac Walton League) stone building
 - a. Restore and reconstruct windows
 - b. Restore, reconstruct, and rehabilitate doors
 - c. Remove non-historic deteriorated interior finishes and rehabilitate the interior
 3. Restoration, reconstruction, and rehabilitation for the adobe fish hatchery building
 - a. Reconstruction of adobe that is missing or deteriorated beyond repair, including missing adobe of north elevation
 - b. Restoration of existing adobe and stucco finish
 - c. Rehabilitation of east large chimney and adjacent walls
 4. Restoration of positive drainage away from buildings
 5. Stabilization and preservation of all fish hatchery features, including raceways, runways, ponds, and spillways
 6. Remediation of damaging invasive vegetation

H:\Contracts\2013\13M2030 Exhibit A_revised 6.22.15.docx



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

lh

CITY COUNCIL MEETING: March 17, 2015 Work Session
PREPARED BY: Les Downs, City Attorney
PRESENTER: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: 

SUBJECT: A Resolution to Call the Cougar Canyon/Stone Ridge Performance Bond

RECOMMENDED CITY COUNCIL ACTION: To have Council approve or deny this item and to receive public comment prior to taking action.

SUMMARY STATEMENT: To consider this item, and to take action on the proposed resolution.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Whether to adopt the resolution, thereby facilitating the calling of the Performance Bond for the lack of progress and performance on the Cougar Canyon/Stoneridge Metropolitan District development.

ALTERNATIVE: Do not adopt the resolution.

BACKGROUND INFORMATION: The Cougar Canyon project has been effectively abandoned, and no progress has been made on the development in years.

CONTACT FOR INFORMATION: Gabe Engeland, City Manager, Audra Garrett, Asst. City Manager, Les Downs, City Attorney

lh

Premium Is For Contract Term
And Is Subject To Adjustment
Based On Final Contract Price

AIA Document A312

Performance Bond

EXECUTED IN TRIPLICATE

BOND NO. 2059847

PREMIUM: \$ 25,200.00

Conforms with the American Institute of Architects, AIA Document A312.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

THE PAHLA CORPORATION
2130 LA MIRADA DRIVE
VISTA, CA 92081

OWNER (Name and Address):

STONE RIDGE METROPOLITAN DISTRICT #1
TRINIDAD, CO 81082

CONSTRUCTION CONTRACT

Date: July 27 2006

Amount: THREE MILLION SIXTY NINE THOUSAND TWO HUNDRED NINETY SIX AND 04/100 -----
----- (\$3,069,296.04)

Description (Name and Location): COUGAR CANYON FILING 2 - SUBDIVISION AND PUBLIC IMPROVEMENTS, JOB
NO.: 20060291/20060293

BOND

Date (Not earlier than Construction Contract Date): July 31 2006

Amount: THREE MILLION SIXTY NINE THOUSAND TWO HUNDRED NINETY SIX AND 04/100 -----
----- (\$3,069,296.04)

Modifications to this Bond:

None

See Page 2

CONTRACTOR AS PRINCIPAL

Company: THE PAHLA CORPORATION (Corporate Seal)

Signature: 

Name and Title: TOM CARLIN, PRESIDENT

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY - Name, Address and Telephone) AGENT or BROKER: MALONEY AND ASSOCIATES, 435 WEST GRAND AVENUE, ESCONDIDO, CA 92025, 760/738-2610

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

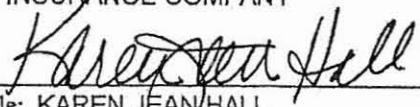
3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to

SURETY (Name and Principal Place of Business):

NORTH AMERICAN SPECIALTY
INSURANCE COMPANY
701 SOUTH PARKER STREET, SUITE 3800
ORANGE, CA 92868

SURETY

Company: NORTH AMERICAN SPECIALTY INSURANCE COMPANY (Corporate Seal)

Signature: 

Name and Title: KAREN JEAN HALL,

ATTORNEY-IN-FACT

OWNER'S REPRESENTATIVE (Architect, Engineer or other party): OLSSON ASSOCIATES

perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:



City of Trinidad

P.O. Box 880
Trinidad, Colorado 81082
Telephone (719) 846-9843, #120
Fax (719) 846-4140
www.trinidad.co.gov

July 10, 2015

North American Specialty Insurance Co.
701 S. Parker St., #3800
Orange, CA 92868

Re: Notice of Default, and Intent to Call Bond No. 2059847

To Whom It May Concern:

I wrote to you with respect to this bond about a year ago, on June 17, 2014, expressing the City of Trinidad's consideration of the possibility of calling this bond for nonperformance. To date, the contractor/owner of the property has done nothing to further comply with the terms of the bond, and the City of Trinidad is ready to declare a contractor default and call the bond.

So you are aware, work ceased on this project years ago, and the subject of the bond remains almost entirely uncompleted. And again, since I contacted you thirteen months ago, nothing has been done with respect to this construction project.

The Trinidad City Council is going to be discussing this matter at a work session this coming Tuesday, July 14th, 2015, and is then going to set the matter for a regular meeting. At said regular meeting, a resolution is going to be proposed---and I am very confident will be adopted---that is going to officially authorize a declaration of contractor default and a pulling of the bond. Please find attached to this letter a copy of the council agenda for July 14th, and a copy of the above referenced performance bond.

Please feel free to contact me at the above number or address if you would like to discuss this matter further.

Sincerely,

Les S. Downs,
City Attorney

cc: The Pahla Corporation
Attachments: Performance Bond and Council Agenda



**CITY OF TRINIDAD
TRINIDAD, COLORADO**

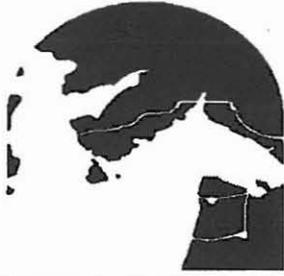
The City Council of the City of Trinidad, Colorado,
will hold its Regular Work Session on Tuesday, July 14, 2015
following the Special Meeting at 1:30 P.M.

AGENDA

Members of the public may comment on matters within the jurisdiction of the City but not on the agenda. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be put on a future agenda.

1. Petitions and Communications, Oral or Written
2. Colorado Code Consulting, LLC Building Department Evaluation recommendations follow up
3. Discussion regarding calling the bond for the Cougar Canyon project
4. Sign Code Discussion
5. Hughes Lumber and Monument Lake grant contract extensions
6. Consideration of Proclamation celebrating the 2015 Vigil Family Reunion
7. Fourth of July celebration planning
8. Council Goals

6i



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

CITY COUNCIL MEETING: July 21, 2015
PREPARED BY: Tara Marshall
DEPT. HEAD SIGNATURE: *TM*
OF ATTACHMENTS:

SUBJECT: Professional Services Agreement for Colorado Welcome Center Remodel Design Services

PRESENTER: Tara Marshall, Development Services Director

RECOMMENDED CITY COUNCIL ACTION:

Approval of Design Services Agreement between the City of Trinidad and Weidner & Associates, LLC for the Design Services related to the Colorado Welcome Center Remodel.

SUMMARY STATEMENT:

This professional services agreement with Weidner & Associates, LLC covers a scope of work that includes the production of architectural and engineering plans, budgets and other necessary documents to complete the design phase of the project. Staff received 4 proposals for the project and after careful review is recommending this firm to complete the design phase and meet the expected deadlines for an expedited project.

EXPENDITURE REQUIRED: The City of Trinidad is responsible for 20% of project costs related to the National Scenic Byways Grant. Total design phase costs \$27,350. Capital Improvement Funds of \$5,470 are required to complete design phase.

SOURCE OF FUNDS: City of Trinidad - \$5,470 from CIP
National Scenic Byways Funding - \$21,880

POLICY ISSUE: Renovation of the Colorado Welcome Center

ALTERNATIVE: N/A

6i



COUNCIL COMMUNICATION

62

CITY COUNCIL MEETING: July 21, 2015
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Les Downs*
OF ATTACHMENTS: 1

SUBJECT: First Reading of an Emergency Ordinance Regarding the School in the Historic Downtown District, per section 5.7 of the Home Rule Charter

PRESENTERS: Gabriel Engeland, City Manager
Audra Garrett, Assistant City Manager
Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: To approve this item on first reading.

SUMMARY STATEMENT: There currently is an effective prohibition on marijuana facilities in the downtown historic district, that would be within 1,000 feet of an existing school. This ordinance would make permanent that prohibition, even if the school were to relocate. This ordinance could be enacted on an emergency basis, and could be implemented in an expedited manner.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Whether City Council wants to preserve and maintain a portion of historic downtown Trinidad marijuana facility free, and do so on an emergency basis.

ALTERNATIVE: To not adopt the ordinance.

BACKGROUND INFORMATION: There is a school that is currently located at 150 E. Main Street, in the middle of the historic downtown district. If that school were to move or relocate, the de facto zone of no marijuana facilities would be lost. This ordinance would preserve that area as marijuana facility free, even if that school were to relocate, and would do so on an expedited basis.

62

CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO---PER SECTION 5.7 OF THE HOME RULE CHARTER OF THE CITY OF TRINIDAD---AMENDING ARTICLE 12, CHAPTER 14 OF THE TRINIDAD CODE OF ORDINANCES TO ADOPT THE EXISTING MARIJUANA MAP AS IT IS PRESENTLY CONSTITUTED FOR THE PRESERVATION AND PROTECTION OF THE HISTORIC DOWNTOWN DISTRICT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD: an emergency exists to protect a potential change in the removal of a legal prohibition that currently exists that prevents retail and marijuana facilities from locating in a certain part of historic downtown Trinidad, and City Council finds it necessary to act to preserve the current status of a zone where retail and medical marijuana facilities are not located, and in furtherance of that purpose, states:

WHEREAS, the City Council of the City of Trinidad is desirous of implementing and enacting this Ordinance on an emergency basis, and;

WHEREAS, section 5.7 Of the Trinidad Home Rule Charter permits the City Council of the City of Trinidad to enact ordinances on an emergency basis, and;

WHEREAS, this is a matter affecting life, health, property or the public peace, more specifically a matter affecting property, and the integrity and historic nature of the downtown historic district, and;

WHEREAS, there currently is a zone in the historic downtown district that is free of retail and medical marijuana facilities of all types, due to the location of the school, currently located at 150 E. Main St., Trinidad, Colorado and;

WHEREAS, on information and belief, it is believed that the school may be relocating, which would remove the de facto barrier that presently exists to prevent and preclude marijuana facilities from being able to locate to that portion of the historic downtown district, and;

WHEREAS, it is the desire and intent of City Council to maintain that marijuana facility free zone in the historic downtown district, as it is currently permissible for marijuana facilities to locate anywhere within the Historic Preservation Zone District not within 1000 feet from a school, and;

WHEREAS, this emergency ordinance does not seek to expand or enlarge the current marijuana facility free zone, but to maintain the existing marijuana free zone, particularly if the school were to relocate from its current location, and;

WHEREAS, a more permanent description and map of this zone is going to be defined and created by the Trinidad Planning, Zoning and Variance Commission, and a permanent ordinance will then be sought to preserve this area once that map is created and decided upon;

WHEREAS, a copy of the present map as the district is presently constituted is attached hereto, and incorporated by reference, more fully setting forth the area to be maintained and preserved as a zone where retail and medical marijuana facilities are not allowed to locate.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

The existing marijuana map, as it is constituted as of the date of this ordinance, shall be the permissible property where marijuana businesses may locate.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED this ____ day of _____, 2015

FINALLY PASSED AND APPROVED this ____ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2015.

CITY OF TRINIDAD, COLORADO

Joseph Reorda, Mayor

ATTEST:

By: _____

/s/AUDRA GARRETT, City Clerk



COUNCIL COMMUNICATION

LOK

CITY COUNCIL MEETING: July 21, 2015
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: First Reading of an Ordinance Regarding the School in the Historic Downtown District

PRESENTERS: Gabriel Engeland, City Manager
Audra Garrett, Assistant City Manager
Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: To approve this item on first reading.

SUMMARY STATEMENT: There currently is an effective prohibition on marijuana facilities in the downtown historic district, that would be within 1,000 feet of an existing school. This ordinance would make permanent that prohibition, even if the school were to relocate.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Whether City Council wants to preserve and maintain a portion of historic downtown Trinidad marijuana facility free.

ALTERNATIVE: To not adopt the ordinance.

BACKGROUND INFORMATION: There is a school that is currently located at 150 E. Main Street, in the middle of the historic downtown district. If that school were to move or relocate, the de facto zone of no marijuana facilities would be lost. This ordinance would preserve that area as marijuana facility free, even if that school were to relocate.

LOK

CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO AMENDING ARTICLE 12, CHAPTER 14 OF THE TRINIDAD CODE OF ORDINANCES, TO ADOPT THE EXISTING MARIJUANA MAP AS IT IS PRESENTLY CONSTITUTED FOR THE PRESERVATION AND PROTECTION OF THE HISTORIC DOWNTOWN DISTRICT

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD: In an effort to preserve the existing character and integrity of the historic downtown district, and to maintain that area as continuing to be free from retail and medical marijuana facilities, City Council finds it necessary to act to preserve the current status of this zone, and in furtherance of that purpose, states:

WHEREAS, there currently is a zone in the historic downtown district that is free of retail and medical marijuana facilities of all types, due to the location of a school, currently located at 150 E. Main St., Trinidad, Colorado, and;

WHEREAS, on information and belief, it is believed that the school may be relocating, which would remove the de facto barrier that presently exists to prevent and preclude marijuana facilities from being able to locate to that portion of the historic downtown district, and;

WHEREAS, it is the desire and intent of City Council to maintain that marijuana facility free zone in the historic downtown district, as it is currently permissible for marijuana facilities to locate anywhere and everywhere else in the City of Trinidad, and;

WHEREAS, this emergency ordinance does not seek to expand or enlarge the current marijuana facility free zone, but to maintain the existing marijuana free zone, particularly if the school were to relocate from its current location, and;

WHEREAS, a more permanent description and map of this zone is going to be defined and created by the Trinidad Planning, Zoning and Variance Commission, and a permanent ordinance will then be sought to preserve this area once that map is created and decided upon;

WHEREAS, a copy of the present map as the district is presently constituted is attached hereto, and incorporated by reference, more fully setting forth the area to be maintained and preserved as a zone where retail and medical marijuana facilities are not allowed to locate.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED this

FINALLY PASSED AND APPROVED this ___ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the 15th day of October, 2010

CITY OF TRINIDAD, COLORADO

Joseph Reorda, Mayor

ATTEST:

By: _____
/s/AUDRA GARRETT, City Clerk

PUBLISH:



COUNCIL COMMUNICATION

61

CITY COUNCIL MEETING: July 21, 2015
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: *Les Downs*
OF ATTACHMENTS: 1

SUBJECT: First Reading of an Emergency Ordinance Regarding the Cougar Canyon/Stoneridge Development Site, per section 5.7 of the Home Rule Charter

PRESENTERS: Gabriel Engeland, City Manager
Audra Garrett, Assistant City Manager
Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: To approve this item on first reading.

SUMMARY STATEMENT: The area of the now defunct Cougar Canyon/Stoneridge Development Site does not fall within the Trinidad map where retail and medical marijuana facilities are allowed to conduct business. This ordinance would continue that prohibition, on an emergency basis, and would do so in a temporary, expedited manner, until the permanent ordinance could take effect.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Whether City Council wants to continue to have the Cougar Canyon/Stoneridge Development project remain an area that is not included in the municipal marijuana map for the City of Trinidad.

ALTERNATIVE: To not adopt the ordinance.

BACKGROUND INFORMATION: This defunct development project is not currently considered to be within the City of Trinidad's permissible area for marijuana facilities to be located.

61

CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

AN EMERGENCY ORDINANCE, FILED UNDER SECTION 5.7 OF THE TRINIDAD HOME RULE CHARTER, OF THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO TO PROHIBIT THE LICENSING OF MEDICAL, RETAIL, AND ANY OTHER MARIJUANA FACILITIES IN THE COUGAR CANYON DEVELOPMENT SITE, FINAL PLAT, PHASE 3, HOTEL

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD: In order to allow for the necessary consideration of the future situation regarding marijuana facilities at the Cougar Canyon Site, City Council finds the following:

WHEREAS, the City Council for the City of Trinidad has legalized retail and medical marijuana operations to exist and to be allowed to conduct business within the City limits of the City of Trinidad, and;

WHEREAS, the current PUD for the Cougar Canyon site prohibits marijuana facilities and licenses, and this Ordinance does not change this situation, and;

WHEREAS, the adoption of this emergency ordinance shall memorialize the present array of legal land uses, guarding against any and all changes in the current PUD, at the Cougar Canyon Development Site, and;

WHEREAS, it is the explicit intent of the Trinidad City Council to promote the optimal use of the land and resources of the Cougar Canyon Development, in the interest of fostering a successful rehabilitation of the area, and;

WHEREAS, in the future, marijuana operations may be licensed by the City of Trinidad to occur at Cougar Canyon, and;

WHEREAS, the City Council of the City of Trinidad wishes to give due consideration for the optimal and practical development of the aforementioned property, and;

WHEREAS, as an Emergency Ordinance, this Ordinance shall expire in effectiveness on the 31st day following its adoption,

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO that:

No marijuana facilities shall locate and no marijuana licenses shall be issued, of any type, for any business located at Cougar Canyon Development, Final Plat, Phase 3, Hotel, during the effectiveness of this emergency ordinance.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED this ____ day of _____, 201.

FINALLY PASSED AND APPROVED this ____ day of _____, 201.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ____ day of _____, 2015.

CITY OF TRINIDAD, COLORADO

Joseph Reorda, Mayor

ATTEST:

By: _____
AUDRA GARRETT, City Clerk



COUNCIL COMMUNICATION

Lom

CITY COUNCIL MEETING: July 21, 2015
PREPARED BY: Les Downs, City Attorney
DEPT. HEAD SIGNATURE: 
OF ATTACHMENTS: 1

SUBJECT: First Reading of an Ordinance Regarding the Cougar Canyon/Stoneridge Development Site

PRESENTERS: Gabriel Engeland, City Manager
Audra Garrett, Assistant City Manager
Les Downs, City Attorney

RECOMMENDED CITY COUNCIL ACTION: To approve this item on first reading.

SUMMARY STATEMENT: The area of the now defunct Cougar Canyon/Stoneridge Development Site does not fall within the Trinidad map where retail and medical marijuana facilities are allowed to conduct business. This ordinance would continue that prohibition on a permanent basis.

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: Whether City Council wants to continue to have the Cougar Canyon/Stoneridge Development project remain an area that is not included in the municipal marijuana map for the City of Trinidad.

ALTERNATIVE: To not adopt the ordinance.

BACKGROUND INFORMATION: This defunct development project is not currently considered to be part of the City of Trinidad's permissible area for marijuana facilities to locate. This ordinance would continue to maintain that status on a permanent basis.

Lom

CITY OF TRINIDAD, COLORADO

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TRINIDAD,
COLORADO AMENDING ARTICLE 12, CHAPTER 14 OF THE
TRINIDAD CODE OF ORDINANCES TO PRESERVE AND MAINTAIN
THE EXISTING MARIJUANA MAP TO AND TO PREVENT AND
PRECLUDE MARIJUANA LICENSING AT THE COUGAR CANYON
DEVELOPMENT SITE, FINAL PLAT, PHASE 3, HOTEL**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD: In an effort to prevent and preclude further expansion of the permissible areas within which retail and medical marijuana facilities are currently allowed to locate, and to further and better control the areas where marijuana facilities are presently allowed to locate and conduct business, City Council finds it necessary to restrict marijuana sales in the area commonly referred to as the Cougar Canyon Development Site, and to maintain that area as continuing to be free from retail and medical marijuana facilities, and in furtherance of that purpose, states:

WHEREAS, it is currently not permissible to sell retail or medical marijuana in the area commonly referred to as the Cougar Canyon Development Site or area. The zoning classification for that area is Planned Unit Development, and that zoning classification can be controlled, and allow the City to limit the types and kinds of businesses that are allowed to locate there, and;

WHEREAS, the area known as the Cougar Canyon Development Site is currently a defunct development project, and has been a defunct development for several years, and;

WHEREAS, in an effort to control and oversee whatever project or undertaking may occur in the future at that site, it is the desire of City Council to preserve and maintain this area as a non-marijuana business and sales area at the present time, and;

WHEREAS, because there are few regulations or limitations on retail and medical marijuana facilities in other areas in Trinidad, it is especially important to preserve the marijuana facility free zone that currently exists in the area known as the Cougar Canyon Development Site, and;

WHEREAS, in furtherance of City Council's desire to control and limit the further proliferation of marijuana facilities within the corporate municipal boundaries of the City of Trinidad, City Council determines that this action is necessary and appropriate in furtherance of the public welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TRINIDAD, COLORADO, that:

No marijuana facilities shall locate, and no marijuana licenses shall be issued, of any type, for any business located at Cougar Canyon Development, Final Plat, Phase 3, Hotel.

INTRODUCED BY COUNCILMEMBER _____, READ AND ORDERED PUBLISHED

this ___ day of _____, 2015.

FINALLY PASSED AND APPROVED this ___ day of _____, 2015.

EFFECTIVE DATE OF THIS ORDINANCE SHALL BE the ___ day of _____, 2015

CITY OF TRINIDAD, COLORADO

Joseph Reorda, Mayor

ATTEST:

By: _____

AUDRA GARRETT, City Clerk