

CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, April 21, 2015 @ 6:30 p.m.
141 Nevada Street, Central City, Colorado
AGENDA

The City Council meeting packets are prepared several days prior to the meetings and available for public inspection at City Hall during normal business hours the Monday prior to the meeting. This information is reviewed and studied by the City Council members, eliminating lengthy discussions to gain basic understanding. Timely action and short discussion on agenda items does not reflect lack of thought or analysis. Agendas are posted on the City's website, the City Hall bulletin board and at the Post Office the Friday prior to the Council meeting.

6:30pm Council Meeting

1. Call to Order.
2. Roll Call.

Mayor	Ron Engels
Mayor ProTem	Kathy Heider
Council members	Shirley Voorhies
	Glo Gaines
	Judy Laratta

Executive Session – Pursuant to C.R.S. Sections 24-6-402(4)(a) and 24-6-402(4)(b) for the purposes of: considering a proposed lease of certain real property located within City boundaries by the City; and for conferring with the City Attorney on specific legal questions related to the proposed lease of property by the City and the proposed lease agreement and **Pursuant to** C.R.S. Sections 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators regarding potential amendment to existing license fee rebate agreement.
to be held at 6:30pm following the Work Session.

RECONVENE REGULAR SESSION – 7:00pm

3. Pledge of Allegiance
4. Additions and/or Amendments to the Agenda.
5. Conflict of Interest.
6. Consent Agenda: The Consent Agenda contains items that can be decided without discussion. Any Council member may request removal of any item they do not want to consider without discussion or wish to vote no on, without jeopardizing the approval of other items on the consent agenda. Items removed will be placed under Action items in the order they appear on the agenda (this should be done prior to the motion to approve the consent agenda).

Regular Bill lists of April 16; and
City Council minutes: April 14, 2015.

PUBLIC FORUM/AUDIENCE PARTICIPATION – (public comment on items on the agenda not including Public Hearing items): the City Council welcomes you here and thanks you for your time and concerns. If you wish to address the City Council, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the City Council. Your comments should be limited to **three (3) minutes per speaker**. The City Council may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and your questions may be directed to the City Manager for follow-up. Thank you.

ACTION ITEMS: NEW BUSINESS –

7. Ordinance No. 15-02: An ordinance of the City Council of the City of Central approving a Lease Agreement by and between the City and Central City, LLC for the premises known as 117 Main Street, 123 Main Street, and 125 Main Street. (Miera)

8. Resolution No. 15-10: A resolution of the City Council of the City of Central , Colorado authorizing participation in the Main Street[®] Program and supporting the operation of Main Street Central City. (Miera)

LOCAL LICENSE AUTHORITY – (Central City Retail Marijuana Store Licensing Authority)

9. Alternative Holistic Healing, LLC dba Rocky Mountain Organics at 161 Gregory for a Retail Marijuana License (Bechtel)

REPORTS –

10. Staff updates –

COUNCIL COMMENTS - limited to 5 minutes each member.

PUBLIC FORUM/AUDIENCE PARTICIPATION – for non-action items not Action or Public Hearing items on this agenda (same rules apply as outlined in the earlier Public Forum section).

ADJOURN. Next Council meeting May 5, 2015.

Posted 4/17/2015

Please call Reba Bechtel, City Clerk at 303-582-5251 at least 48 hours prior to the Council meeting if you believe you will need special assistance or any reasonable accommodation in order to be in attendance at or participate in any such meeting.

**CITY OF CENTRAL
CASH ON HAND
4/17/2015**

Total Beginning ENB Cash on Hand 04/01/15 578.94

Deposits to ENB

Wires Out ENB

Cleared Checks

4/16/2015

<less previously approved & outstanding>

Total ENB Cash on Hand 04-16-15

578.94

-

-

578.94

288.13

290.81

Total COB Cash on Hand 4/8/15 354,966.04

Deposits to COB

Wires Out COB

Cleared Checks

4/16/2015

<less previously approved & outstanding>

Device Fees Received

Total COB Cash on Hand 4/16/15

3,071.62

84,737.52

(92,522.94)

350,252.24

(140,103.86)

210,148.38

Total Beginning Colotrust Cash on Hand 04/8/16 682,458.89

Wires into Account

Wires out of Account

Total Colotrust Cash on Hand 4/16/2015

73,906.34

756,365.23

TOTAL CASH ON HAND 4/16/15 966,804.42

CASH FLOW
CHECK LISTING

4/17/2015

Inv Date	Inv #	Ck. Date	CK#	Vendor	Description	Amount	Mail Date
4/2/15	5751192061	4/16/15	129637	Clear Creek Supply	Winter Blades, Chain Adjuster, Gloves	243.73	
4/8/15	1171197	4/16/15	129638	Drive Train Industries	Hydraulic Valve and Cable	745.73	
4/6/15	415	4/16/15	129639	Gilpin County	1st Qtr Victim Services	1,000.00	
3/4/15	485220151	4/16/15	129640	Gilpin County Sheriffs Office	1st Qtr Dispatch Services	7,500.00	
4/16/15	041615	4/16/15	129641	Gilpin Ambulance	Ambulance Balance for 4 Months	2,655.32	
3/27/15	13057322	4/16/15	129642	Motorola	Pager	391.95	
2/13/15	44109	4/16/15	129643	Mountain Muffler	Flex Pipe and Band Clamp	275.00	
4/6/15	311757	4/16/15	129644	Neves Uniforms	Uniforms for Adler	277.80	
4/9/15	102646001	4/16/15	129645	Office Stuff	Fire Apparel and File Folders	122.08	
4/2/15	040215	4/16/15	129646	Xcel Energy	Electricity	7,696.90	
4/7/15	5002811864	4/16/15	129647	Cintas	First Aid Supplies	416.70	
2/17/15	746659	4/16/15	129648	Stevinson Chevrolet	Hose	23.21	
4/8/15	9710885063	4/16/15	129649	Grainger	V Belt, Bushing, Ear Plugs	242.11	
4/13/15	658945	4/16/15	129650	Honnen Equipment	Hygard 5 Gallons	75.94	
3/30/15	42064	4/16/15	129651	Med-Tech Resources	Splints and Pulse Oximeter	429.88	
3/31/15	53413	4/16/15	129652	J & S Contractors	Delineator Posts and Sign Bands	789.00	
4/8/15	7302001500	4/16/15	129653	Neff Rental	Sweeper Rental	2,661.12	
3/27/15	603396	4/16/15	129654	USA Blue Book	Sample Cell Replacement	108.35	
4/16/15	041615	4/16/15	129655	GCHS	Wild Bunch Summer Services	3,500.00	
3/31/15	10671	4/16/15	129656	Allen Technology	Set Up Miera's Surface	306.00	
4/1/15	88072	4/16/15	129657	Complete Wireless	Repair Radio	110.00	
4/9/15	040816	4/16/15	129658	Sprint	Long Distance Fax Service	30.32	
4/1/15	12301078	4/16/15	129659	Stanley Convergent	Monitoring City Hall	474.18	
3/31/15	9926100120	4/16/15	129660	Airgas USA	Acetylene, Argon and Oxygen	78.77	
4/16/15	041615	4/16/15	129661	Gunther Hafke	Volunteer Fire Payout	702.31	
3/26/15	032615	4/16/15	129662	USA Communications	Internet for the FD	50.95	
4/8/15	Apr2015	4/16/15	129663	Alexander Thome	Historic Preservation	50.00	
4/8/15	Apr2015	4/16/15	129665	Deborah Wray	Historic Preservation	50.00	
4/8/15	CC-15101	4/16/15	129666	Robison Advertising Design	5000 Event Cards	1,245.00	
3/31/15	103486	4/16/15	129667	Kois Brothers Equipment	Fender, Support Kit and Bar Tubes	592.38	
4/8/15	Apr2015	4/16/15	129668	Margaret Grant	Historic Preservation	50.00	
4/9/15	96612	4/16/15	129669	Intermountain Sweeper	Gutter Broom	290.00	
3/30/15	279832	4/16/15	129671	Rex Oil	Fuel	2,263.04	
4/3/15	040315	4/16/15	129672	Cardmember Services	See Attached	463.37	
3/24/15	2034806	4/16/15	129673	Western Paper	Trash Bags and Paper Towels	208.41	
4/8/15	Apr2015	4/16/15	129674	Richard Willett	Historic Preservation	50.00	
3/23/15	90M9604287	4/16/15	129675	Proforma	Back Pack	578.36	
4/1/15	040115	4/16/15	129676	Transunion Risk	Investigative Software	10.00	
4/7/15	1554185	4/16/15	129677	Deere Credit	Loader Lease	2,766.86	
4/1/15	20150948	4/16/15	129678	Emergency Reporting	Monthly Package	165.00	
4/8/15	Apr2015	4/16/15	129679	David Forsyth	Historic Preservation	50.00	
4/8/15	Apr2015	4/16/15	129680	Mary Wadham	Historic Preservation	50.00	

CASH FLOW
CHECK LISTING

4/17/2015

4/16/15 140570	4/16/15	129681	Yogev Edri	Bond Return	250.00
4/16/15 041615	4/16/15	129682	Ali Mills	Volunteer Fire Payout	600.72
Outstanding through ENB	4/16/15	288.13		Total Issued:	140,391.99
Outstanding through COB	4/16/15	140,103.86		Approved & Sent Checks:	99,751.50
				Pending Approval:	40,640.49
				Total Pending Approval 4/8/2015	40,640.49

**CITY OF CENTRAL
CREDIT CARD PURCHASES**

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Apr-15	Staples Direct	Return	(2.35)
	DMX	Music for Channel 20	24.95
	Staples Direct	Office Supplies	36.35
	Hurricane Electric	Internet Support	9.95
	Big R	Hardware for Radio Mounts	14.96
	Lowe's	Hardware for Radio Mounts	7.50
	Amazon	Speciality Drill Bit	57.39
	Best Buy	5 Port Gigabit Ethernet Switch	37.60
	USPS	Postage for Warranty Part	6.10
	Everything Attachments	PW Part	200.92
	Vance Bros	VBCF	70.00

TOTAL for Credit Cards **463.37**

Total for All Cards **463.37**

**CITY OF CENTRAL
CITY COUNCIL MEETING
April 14, 2015**

CALL TO ORDER

A special meeting of the City Council for the City of Central was called to order by Mayor Engels at 7:35 p.m., in City Hall on April 14, 2015.

ROLL CALL

Present: Mayor Engels
Alderman Voorhies
Alderman Gaines
Alderman Laratta

Absent: Mayor Pro Tem Heider

Staff Present: City Manager Miera
City Clerk Bechtel
Attorney McAskin
Finance Director Adame
Police Chief Krelle
Fire Chief Allen

The Pledge of Allegiance was recited by all present.

ADDITIONS AND/OR AMENDMENTS TO THE AGENDA

The agenda was approved as presented.

CONFLICTS OF INTEREST

No Council Member disclosed a conflict regarding any item on the agenda.

CONSENT AGENDA

Alderman Gaines moved to approve the consent agenda containing the regular bill lists of March 5, 12, 19, 26, April 2, 9; and the City Council minutes for the meetings on March 3 and 18, 2015. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

PUBLIC FORUM/AUDIENCE PARTICIPATION

Kathleen Ashbaugh, 440 Spring Street, offered comment regarding Ordinance 15-01 stating her opinion that decisions are reached unofficially in work sessions without input from the community and when an item gets to the Council meeting with a public hearing it is too intimidating for many people to speak up as well as there is no discussion at that point only public comment. Ms. Ashbaugh asked to have the note for comment on the Work Session agenda match what is stated in the Central City Council Rules of Procedure.

ACTION ITEMS: NEW BUSINESS

Ordinance No. 15-01: *An ordinance of the City Council of the City of Central amending and restating the City of Central City Council Rules of Procedure.*

Attorney McAskin explained that Ordinance No. 15-01 proposes minor revisions to the City Council Rules of Procedure (the “Rules”). The minor revisions to the Rules set forth are being proposed to clarify meeting procedures in the event that both the Mayor and Mayor Pro Tem are absent from a Council meeting. The minor revisions to the Rules addressed in Ordinance 15-01 include the following:

- Clarifying change in Rule 1 to delete reference to work sessions being held on the second and fourth Thursdays of each month, as that does not comport with current practice.
- Insertion of new Rule 5 (Roles and Responsibilities of the Mayor Pro Tem) and new Rule 6 (Temporary Chair).
- Renumbering the balance of the current Rules to account for the insertion of new Rule 5 and Rule 6.

Alderman Gaines moved to adopt Ordinance No. 15-01: An ordinance of the City Council of the City of Central amending and restating the City of Central City Council Rules of Procedure with amendments as discussed at the work session and set the Public Hearing for May 5, 2015 at 7:00pm. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

Resolution No. 15-09: A resolution of the City Council of the City of Central approving an intergovernmental agreement between the City of Central, the City of Black Hawk, and the Timberline Fire Protection District regarding the use of certain equipment, specifically an air and light trailer.

Fire Chief Allen gave the background as follows:

In late 2014, Timberline Fire Protection District submitted a grant request through the NCR/DHS for the purchase of an Air/Light trailer complete with an air compressor, fill station and storage for filling of SCBA bottles and a mast type light tower for scene lighting of an emergency scene or function. This grant stipulated that the Air/Light trailer would be available to agencies throughout the NCR region, including but not limited to the Gilpin County agencies. In March of 2015, the bids went out and the building of the trailer is commencing. The IGA stipulates that each jurisdiction will be responsible for damages and the liability issues while the trailer and equipment is within our control and use.

Alderman Gaines moved to approve Resolution No. 15-09: A resolution of the City Council of the City of Central approving an intergovernmental agreement between the City of Central, the City of Black Hawk, and the Timberline Fire Protection District regarding the use of certain equipment, specifically an air and light trailer. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

STAFF UPDATES

City Manager Miera answered questions from Council:

Knights of Pythias – staff has met with the property owners and they are working on next steps

Future development – other than a new single family home construction on Eureka there is no movement on either the Iron Horse or the project proposed by Arnold Gitten

Spring Clean-up – end of May or early June as a community clean-up with all City staff assisting in picking up trash on the streets

Street Striping – plan to hire a contractor to do the Parkway and some in the City

COUNCIL COMMENTS

Alderman Gaines gave an update on the 1-70 Coalition and the Gilpin Ambulance Board

Alderman Voorhies commended the Main Street Steering Committee for all they have accomplished and offered a thank you to Barbara Thielemann for her leadership.

Alderman Laratta stated that with the Knights of Pythias fence, it appears that the City is doing something progressive.

PUBLIC FORUM/AUDIENCE PARTICIPATION

Jack Hidahl, 206 East 3rd, offered that the Parkway sign as a marketing device is a failure as there is not enough time to see the sign from 1-70 before you are past the exit so if the City decides to make the sign about just one industry then we should leave the name Central City off altogether.

Kathleen Ashbaugh, 440 Spring Street, stated that she likes the Parkway sign since whenever she walks her dogs into town she is always asked for directions to the Reserve and the Century garage is not well marked.

City Manager Miera added that the company working with the City on the sign code revisions will also do a way finding study.

At 8:20 p.m., Mayor Engels adjourned the meeting.

The next Council meeting is scheduled for April 21, 2015 at 7:00 p.m.

Ronald E. Engels, Mayor

Reba Bechtel, City Clerk



AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

FROM: Daniel Miera, City Manager

DATE: April 21, 2015

ITEM: Ordinance 15-02, An Ordinance of the City Council of the City of Central, Colorado Approving a Lease Agreement by and between the City and Central City, LLC for the Premises known as 117 Main Street, 123 Main Street, and 125 Main Street.

NEXT STEP: Introduce and read by title only on first reading.

ORDINANCE
 MOTION
 INFORMATION

I. REQUEST OR ISSUE:

The proposed Ordinance authorizes the City to enter into a Lease Agreement for three (3) addresses (117/123/125 Main St.), which essentially constitute two (2) current properties, all of which are described as the "Premises". One property, generally housing "Mountain Menagerie," is located within 117 and 123 Main St. The other property, located at 125 Main St., previously housed the "Harley Hippie Coffee Shop," but has been vacant for quite some time (it currently contains personal property from "Reliving the Past Photo Studio").

II. RECOMMENDED ACTION / NEXT STEP:

Introduce and read the Ordinance by title only on First Reading, and set a Second Reading for a public hearing on Tuesday, May 5th at 7:00 p.m.

III. FISCAL IMPACTS:

Acquiring control of the Premises under the Agreement will cost the City \$1.00 per calendar year, beginning in 2015 and continuing through the initial term, which is planned to expire on December 31, 2016. Subsequent annual terms thereafter (through 2020) may be approved at the same rate of \$1.00 per year.

Annual Property Insurance (CIRSA) costs for the City are estimated to increase by approximately \$1,500.00 as a result of adding the Premises to the City's policy.

The following schedule details the property taxes associated with each address, including the amounts ordinarily distributed to each taxing authority. The figures are based on the 2014 Tax Year.

TAX YEAR: 2014								
Property Description	Address	Tax Entity						Total 112.605 mills (100%)
		School 7.951 mills (7%)	County* 9.432 mills (8%)	City* 10.054 mills (9%)	San. Dist. 0.168 mills (1%)	BID 80 mills (71%)	BID 5 mills (4%)	
Mountain Menagerie	117 Main	\$918.34	\$1,089.40	\$1,161.24	\$19.40	\$9,240.00	\$577.50	\$13,005.88
	123 Main	\$434.60	\$515.56	\$549.55	\$9.18	\$4,372.79	\$273.30	\$6,154.98
Old Coffee Shop / Gallery & Studio	125 Main	\$296.33	\$351.53	\$374.72	\$6.26	\$2,981.61	\$186.35	\$4,196.80
TOTAL		\$1,649.27	\$1,956.49	\$2,085.51	\$34.84	\$16,594.40	\$1,037.15	\$23,357.66

(*) **Note:** The County's 2014 Mill Levy rate was 9.855 mills; however, 0.423 mills is collected by the County and distributed to the City (Road/Bridge funds). For the purposes of this table illustration, the 0.423 mills was added to the City's 9.631 mill levy for a total of 10.054 mills.

On the reverse, should the City fail to retain the current entities occupying the Premises, the annual sales tax paid to the City (\$5,800 in 2014) will be lost. And, that figure is expected to increase in 2015.

IV. BACKGROUND INFORMATION:

The City Council approved and adopted the City's Interim Community Economic Development Strategic Plan ("Plan") on March 3, 2015, which included an Economic Development program entitled "Maintain Central". The primary purpose of the program is to provide public support for economic development projects in the City that foster, promote, and enhance local economic development efforts. And, it specifically contemplates the City entering into long-term rental and/or leasehold agreements as necessary to fulfill authorized functions of the City, including but not limited to the implementation of the Plan.

The City currently uses some of its own properties to provide space to various entities, including Art Galleries and a Museum. Various property-owners, including nonprofit entities, currently provide space to tenants in a similar fashion. An important goal of this type of activity is to retain and/or incubate certain businesses; without such assistance, they may not otherwise exist within the local economy. This economic development function also serves to occupy some of the empty historic spaces, which helps to preserve the historic buildings within the City. Additionally, the operations and improvements associated with the increased activity ultimately may serve to increase assessed values in the area over time.

The leasing of the Premises would provide the City with overflow meeting space, a venue for showcasing public art, and space for special events or festivals. The Premises also contains office space that could be used for the City's economic development consultant and/or the *Main Street Central City* Program Director.

The initial term of the Lease Agreement would expire on December 31, 2016 to coincide with the sunset provisions of the Plan. However, the Agreement could be extended for additional one (1) year terms for up to four (4) years (2020).

V. **LEGAL ISSUES:** The legal issues have been reviewed by City Attorney McAskin, and discussion of such is planned to take place in Executive Session prior to addressing this item on the Agenda.

VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** None

VII. **SUMMARY AND ALTERNATIVES:**

1. Move to introduce and read the Ordinance on First Reading and set a date and time for a Second Reading.
2. Move to continue the First Reading of the Ordinance to another date and time.
3. Do not move to introduce and read the Ordinance on First Reading, and table the item.

**CITY OF CENTRAL, COLORADO
ORDINANCE 15-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO APPROVING A LEASE AGREEMENT BY AND BETWEEN THE
CITY AND CENTRAL CITY, LLC FOR THE PREMISES KNOWN AS
117 MAIN STREET, 123 MAIN STREET, AND 125 MAIN STREET**

WHEREAS, the City of Central is a home rule municipality that is authorized, pursuant to its Home Rule Charter, the Colorado Constitution and state law, to adopt ordinances in furtherance of the health, safety and welfare of the City's inhabitants; and

WHEREAS, Section 2.2 of the Home Rule Charter vests the City with all powers, functions, rights and privileges in the operation of a municipality except those expressly forbidden to home rule municipal corporations and cities by the Constitution or statutes; and

WHEREAS, the Home Rule Charter does not specifically define economic development activities, but the City Council of the City of Central, as the legislative and governing body of the City is authorized to determine what constitutes authorized economic development activities; and

WHEREAS, by Resolution No. 15-06 dated March 3, 2015, the City Council approved and adopted the City's Interim Community Economic Development Strategic Plan (the "ED Plan"); and

WHEREAS, the ED Plan references the *Maintain Central* program; and

WHEREAS, the primary purpose of the *Maintain Central* program is to provide public support for economic development projects in the City that foster, promote, and enhance local economic development efforts; and

WHEREAS, the *Maintain Central* program specifically contemplates the City entering into long-term rental and/or leasehold agreements as necessary to fulfill authorized governmental or proprietary functions of the City including but not limited to implementation of the ED Plan; and

WHEREAS, the City Council desires to enter into a lease agreement with Central City, LLC, a Delaware limited liability company (the "Property Owner") for that certain property described as 117 Main Street, 123 Main Street and 125 Main Street (collectively, the "Premises"); and

WHEREAS, pursuant to Section 11.7 of the Home Rule Charter, the City Council must, by ordinance, authorize long-term rentals or leasehold agreements for any municipal purpose; and

WHEREAS, Section 11.7 of the Home Rule Charter defines a long-term lease as any lease having a duration of more than one year; and

WHEREAS, the initial term of the lease agreement exceeds one year; and

WHEREAS, the City Council specifically finds that this Ordinance will further the health, safety and general welfare of the City's inhabitants and will assist with the implementation of the ED Plan by allowing the City to utilize the Premises as overflow meeting space, to showcase public art, to provide space for special events or festivals scheduled to occur during the initial term or any renewal term of the lease agreement, to allow for flex office space for the City's economic development consultant, and to utilize the Premises for other governmental or proprietary services as determined by the City; and

WHEREAS, it is the intent of this Ordinance to authorize the City Manager to execute the necessary documents to enter into a long term lease agreement with the Property Owner for the purpose of implementing the ED Plan and the *Maintain Central* program; and

WHEREAS, City Council conducted a public hearing, with proper notice provided, to consider adoption of this Ordinance as required by law.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO THAT:

Section 1. The City Council hereby confirms that the City desires to enter into the Lease Agreement in substantially the form on file with the City Clerk on the effective date of this Ordinance (the "Lease Agreement") in order to promote and enhance the City's economic development efforts through implementation of the City's ED Plan and *Maintain Central* program. In approving this Ordinance, City Council fully intends that the Premises be exempt from taxation in accordance with the applicable provisions of C.R.S. § 31-15-802 and § 39-3-124(1)(b)(I).

Section 2. The City Council designates and confirms that the City Manager is authorized to execute the Lease Agreement for and on behalf of the City. The City Manager, in consultation with the City Attorney, may make such non-material changes to the Lease Agreement as the City Manager deems necessary or desirable prior to execution of the Lease Agreement.

Section 3. The City Council designates and confirms that the City Manager, during the initial term or any renewal term of the Lease Agreement, shall be authorized to execute one or more sublease(s) for any portion of the Subject Property for any lawful purpose, following the review and approval of the form of any sublease(s) by the City Attorney.

Section 4. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined invalid or unenforceable, such judgment shall not affect, impair or invalidate the remaining provisions of this Ordinance, the intention being that the various sections and provisions are severable.

Section 5. Repeal. Any and all ordinances or codes or parts thereof in conflict or inconsistent herewith are, to the extent of such conflict or inconsistency, hereby repealed; provided, however, that the repeal of any such ordinance or code or part thereof shall not revive any other section or part of any ordinance or code heretofore repealed or superseded and this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the effective date of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately following publication, public hearing and the approval of City Council following second reading in accordance with Sections 5.9 and 5.10 of the City Charter.

INTRODUCED AND READ by title only on first reading at the regular meeting of the City Council of the City of Central on the ____ day of _____, 2015, at Central City, Colorado.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

Approved as to form:

Marcus McAskin, City Attorney

ATTEST:

Reba Bechtel, City Clerk

PASSED AND ADOPTED on second reading, at the regular meeting of the City Council of the City of Central on the ____ day of _____, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

POSTED IN FULL AND PUBLISHED BY TITLE AND SUMMARY in the Weekly Register Call newspaper on _____, 2015.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on _____, 2015.

CITY OF CENTRAL, COLORADO

Ronald E. Engels, Mayor

ATTEST:

Reba Bechtel City Clerk

LEASE AGREEMENT

This Lease Agreement ("Agreement") is entered into this ____ day of _____, 2015, by and between CENTRAL CITY LLC, a Delaware limited liability company having a principal office address of 10 W. Westminster, Lake Forest, Illinois 60045 ("Lessor") and THE CITY OF CENTRAL, a home rule municipality of the State of Colorado ("Lessee" or "City") (together, the "Parties").

I. Leased Premises:

Lessor does hereby lease to the City the Premises more particularly described as 117 Main Street (Schedule #R002844), 123 Main Street (Schedule #R007117), and 125 Main Street (Schedule #R002293), Central City, Gilpin County, Colorado (collectively, the "Premises"). The Premises are described with particularity in **Exhibit A**, a copy of which is attached to this Agreement and is incorporated herein by reference.

II. Term:

This initial term of this Agreement shall commence on June 1, 2015, and shall terminate at midnight on December 31, 2016. The City shall have the right to renew this Agreement for four (4) additional one year terms. Each renewal term shall commence on January 1st at 12:01 a.m. and shall terminate on December 31st at midnight. Should the City choose to exercise its option to renew this Agreement, the City shall provide Lessor written notice of its intent to renew no later than December 15th immediately preceding the commencement of the next annual lease term.

III. Rent:

Lessee agrees to pay Lessor rent in the amount of One Dollar and no/100 (\$1.00) for the initial term terminating on December 31, 2016, with said amount being due and payable within ten (10) business days following the effective date of the City Ordinance approving this Agreement. Thereafter, rent shall continue at the rates set forth with particularity below payable on or before January 15th in any year in which the City has exercised its right to extend the term of this Agreement (unless an alternative payment date appears below).

<u>Year</u>	<u>Rent</u>
2017	\$1.00 for calendar year
2018	\$1.00 for calendar year
2019	\$1.00 for calendar year
2020	\$1.00 for calendar year

IV. Purpose of Lease:

As set forth in Section V below, the Parties are entering into this Agreement in order to allow the Lessee to use and occupy the Premises for any lawful purpose, including advancing the *Maintain Central* program and other goals identified in the City of Central's Interim Community Economic Development Strategic Plan.

V. Use of Premises:

Lessee shall have the right to use and occupy the Premises for any lawful purpose, and shall have the right to sublease any portion of the Premises for any such lawful purposes, without obtaining the advance written consent of Lessor. Lessor expressly acknowledges and agrees that the City shall be authorized to enter into subleases which are related to an authorized governmental or proprietary purpose, including advancing the *Maintain Central* program and other goals identified in the City of Central's Interim Community Economic Development Strategic Plan. Lessee shall not use or permit the use of the Premises in any way that:

(a) will materially increase the Lessor's existing rates for or cause cancellation of any fire, casualty, liability or other insurance policy insuring the Premises or the contents thereof;

(b) violates or conflicts with any law, statute, ordinance, or governmental rule or regulation, whether now in force or hereinafter enacted, governing the Premises;

(c) obstructs or interferes with the rights of other tenants or occupants in the building in which the Premises are located; or

(d) constitutes the commission of waste on the Premises or the commission or maintenance of a nuisance.

VI. Alterations:

Lessee shall not make or permit any other person to make any alterations to the Premises without the prior written consent of the Lessor.

VII. Indemnity:

To the extent permitted by law, and without waiving governmental immunity as set forth in Section XV(d) below, the City shall indemnify and hold the Lessor free and harmless from any and all liability, claims, loss, damages or expenses, arising by reason of death or injury of any person, caused by the Lessee's use and occupation of the Premises for governmental or proprietary functions.

VIII. Insurance:

The City shall, at its own cost and expense, secure and maintain during the term of this Agreement property, casualty, fire, or other forms of rental insurance deemed suitable by the City to adequately protect its interests in the Premises and any personal property of the City.

Lessor shall not be responsible for carrying insurance for Lessee or sublessee's personal property on the Premises.

IX. Maintenance and Repairs:

Lessee accepts the Premises in their as-is condition and agrees to maintain the Premises in such condition, subject to ordinary wear and tear. Lessee will have no responsibility for major or minor repairs to the Premises unless damages are caused by the action of the Lessee or Sublessees and such damages exceed ordinary wear and tear. Lessee or its Sublessees shall be responsible for snow removal on the sidewalks providing access to the Premises.

X. Utilities:

Lessee or its sublessees shall be responsible for the cost of all utilities associated with their use of the Premises including, but not limited to, water, sewer, gas and electricity.

XI. Taxes and Tax Exempt Status of Premises:

The Parties acknowledge and agree that the Premises shall be exempt from taxation pursuant to C.R.S. § 31-15-802, § 39-3-105 and § 39-3-124(1)(b). To the extent that any taxes are assessed against the Premises during the initial term or any renewal term of this Agreement, Lessor shall remain solely responsible for payment of same.

XII. Default, Breach and Remedies:

In the event Lessee alleges any default by Lessor hereunder, Lessee shall deliver to Lessor written notice and Lessor shall have thirty (30) days following receipt of such notice to cure such alleged default or, in the event such alleged default cannot reasonably be cured within such thirty-day period, commence action to cure such alleged default within a reasonable time. Should Lessor fail to cure any alleged default, Lessee's only remedy shall be its right to terminate this Agreement as set forth in Section XIV(b) below.

XIII. Notices:

All notices or other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered, or if mailed by certified mail, upon first attempted delivery by the U.S. Postal Service, return receipt requested, or if delivered via Federal Express or similar overnight courier service, when received, or if by facsimile or e-mail, on a business day if received before 5:00 p.m. local time on such business day, or on the next business day, if received after 5:00 p.m. in local time on a business day or any time on a non-business day. Such notices or other communications shall be sent to the following address, unless other address are subsequently specified in writing:

If to Lessor:

Central City, LLC
10 W. Westminster
Lake Forest, Illinois 60045

If to Lessee:

City of Central
Attn: City Manager
141 Nevada Street
P.O. Box 249
Central City, CO 80427

With a copy to:

Widner, Michow & Cox LLP
Attn: Marcus McAskin
13133 East Arapahoe Road, Suite 100
Centennial, CO 80112

XIV. Termination:

This Agreement may be terminated, without penalty or further liability, as follows:

- (a) By Lessee choosing to not exercise its option to renew the term of this Agreement in accordance with Section II above.
- (b) By Lessee on thirty (30) days prior written notice, if Lessor fails to cure any alleged default.
- (c) By either party on ninety (90) days advance written notice.

XV. Miscellaneous:

(a) Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

(b) This Agreement shall be interpreted according to the laws of the State of Colorado. Venue for any action arising under this Agreement shall be in the District Court for Gilpin County, Colorado.

(c) The parties understand and agree that the City is subject to Article X, Section 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the applicable rules, regulations, and resolutions of the City and any other applicable law

(d) The Parties hereto understand and agree that the City, its elected officials, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time, or otherwise available to the City.

(e) Each provision of this Agreement is severable. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

(f) This Agreement constitutes the entire written agreement between the parties regarding use of the Premises and supersedes any prior agreements, whether verbal or written, between the parties or their employees or representatives which pertain to the same subject matter. Any modifications to this Agreement must be executed in writing signed by both parties.

(g) A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(h) The undersigned individuals each represent to the parties that they possess the authority to execute this Agreement and to bind their respective parties.

(i) The City and Lessor acknowledge that each party has reviewed this Agreement and that the normal rule of construction that provides for ambiguities to be resolved against the drafting party shall not apply to the interpretation of this Agreement. This Agreement shall be construed neither for nor against Lessor or the City, but shall be given a reasonable interpretation in accordance with the plain meaning of its terms.

(j) This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto execute this Lease Agreement the day and year first above written.

LESSOR:

CENTRAL CITY, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

)

COUNTY OF _____)

)

The foregoing Lease Agreement was acknowledged before me this ___ day of _____, 2015, by _____ as _____ of Central City, LLC, a Delaware limited liability company.

Witness my hand and official seal.

Notary Public

[SEAL]

LESSEE:

CITY OF CENTRAL, a home rule municipality
of the State of Colorado

By:

Daniel Miera, City Manager, authorized
pursuant to Ordinance No. 15-02

ATTEST:

REVIEWED BY:

City Clerk

City Attorney

Exhibit A

[Insert Legal Description of Premises]



AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

FROM: Daniel R. Miera, City Manager

DATE: April 21, 2015

ITEM: Resolution No. 15-10: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AUTHORIZING PARTICIPATION IN THE MAIN STREET® PROGRAM AND SUPPORTING THE OPERATION OF MAIN STREET CENTRAL CITY.

NEXT STEP: Council Action

ORDINANCE
 MOTION
 INFORMATION

I. **REQUEST OR ISSUE:**

The proposed resolution recognizes the benefits of the Colorado Main Street® Program and endorses the submission of an application for Central City. It further authorizes the City's participation and support for the operation of a local program (*Main Street Central City*).

II. **RECOMMENDED ACTION / NEXT STEP:**

Move to approve Resolution 15-10.

III. **FISCAL IMPACTS:**

Subject to appropriations, a pledge of \$25,000 in 2016 is proposed to assist with operating costs for the Program.

There will also be a time commitment required of the City Manager and/or other assigned staff.

IV. BACKGROUND INFORMATION:

The Colorado Main Street® program seeks to support the revitalization of traditional downtown districts within the context of historic preservation. The program provides resources, training and technical services to help local governments and downtown organizations create an economically diverse business environment while preserving local character and historic resources.

The City previously committed to participate in the development and financial support of a local Main Street® program (*Main Street Central*) in 2003.

On November 18th 2014, the City authorized the creation of the Central City Main Street Steering Committee (“Committee”) to study the potential benefits and requirements associated with reestablishing City support for a Main Street® Program.

The Committee provided the required reporting to substantiate its request to reestablish a local Main Street® program during presentations made on April 14, 2015 and April 21, 2015. The Committee is now requesting that the City support an application to the Program to reestablish a new local program (*Main Street Central City*). Along with the request to endorse the application, the Committee has requested financial and operational support from the City to ensure its success, as well as a sustainable future.

On April 14th 2015, the Steering Committee organized a “Main Street 101” presentation for the City Council and interested stakeholders in the community. The event was not only informational, but it also satisfied one of the prerequisites for the application submission process.

The application is due no later than July 1, 2015 for this year’s cycle. If *Main Street Central City* does not get accepted as a “Candidate” in this year’s application round, it may still become a participant in the Program at the “Affiliate” level.

A copy of Resolution No. 14-18 and the “Main Street 101” presentation are attached for reference.

V. LEGAL ISSUES: None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None.

VII. SUMMARY AND ALTERNATIVES:

Council may take one of the following actions:

1. Move to Approve.
2. Move to Approve with Amendments.
3. Move to Deny Request.

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 15-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO AUTHORIZING PARTICIPATION IN THE MAIN STREET[®]
PROGRAM AND SUPPORTING THE OPERATION OF MAIN STREET
CENTRAL CITY.**

WHEREAS, the Colorado Main Street[®] Program (“Program”) was established under the National Main Street Center, a subsidiary of the National Trust for Historic Preservation, and initially operated under the Colorado Community Revitalization Association (“CCRA,” now dba Downtown Colorado, Inc.); and

WHEREAS, the Program is currently managed by the Colorado Department of Local Affairs (“DOLA”), with support from the State Historical Fund; and

WHEREAS, the Program emphasizes the revitalization of traditional downtown districts within the context of historic preservation, and uses an approach that advocates a return to community self-reliance, local empowerment, and the rebuilding of central business districts based on their traditional assets of unique architecture, personal service, local ownership, and a sense of community; and

WHEREAS, the Program provides technical assistance and services in four (4) areas of the Main Street Approach[®] (economic restructuring, design, organization and promotion) to competitively selected communities that are working in historically relevant business district settings and that meet certain threshold criteria; and

WHEREAS, the City of Central (“City”) adopted Resolution No. 14-18 in November 2014, creating the *Central City Main Street Steering Committee* (“Committee”) to study the potential benefits and requirements associated with reestablishing City support for a Main Street[®] program, as previously provided in 2003 for the creation of *Main Street Central* under CCRA; and

WHEREAS, the Committee provided the City Council with its Findings Report as required by Resolution No. 14-18, which contained sufficient information to support the community’s request to move the program forward to the next step; and

WHEREAS, the City desires to proceed with an application to the Colorado Main Street[®] Program in order to establish a Main Street[®] program in Central City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO THAT:

Section 1. The City fully endorses the submission of an application to the Colorado Main Street[®] Program and agrees to participate in the development and financial support of the local *Main Street Central City* program.

- Section 2.** The City recognizes that a commitment to the revitalization of the historic downtown commercial district is an ongoing process requiring ongoing attention, community support and involvement, and a full public-private partnership.
- Section 3.** The City endorses the goal of economic revitalization of the Main Street district within the context of the preservation and rehabilitation of its historic commercial buildings, recognizing that the Main Street[®] program is one of many community and economic development tools used by a locale, and that it is location specific.
- Section 4.** The City Manager or his designee shall assist in the submission of the application and is authorized as the City's representative in connection with the Main Street[®] program.
- Section 5.** Upon selection to participate in the 2015 Colorado Main Street[®] Program, the *Main Street Central City* program will conduct a search to find and hire a paid Program Director to coordinate the volunteers and activities of the local Main Street[®] program.
- Section 6.** Upon selection to participate in the 2015 Colorado Main Street[®] Program, the City agrees to support this program and provide office space for the Program Director, including the use of office equipment. The City further agrees, subject to appropriations, to pledge \$25,000 in 2016 to assist with operating costs. Additional funds, if available, may be provided in the same or subsequent years as needed with prior approval by the City Council.

ADOPTED THIS 21st DAY OF APRIL, 2015.

CITY OF CENTRAL, COLORADO

By: _____
Ronald E. Engels, Mayor

ATTEST:

APPROVED TO FORM:

By: _____
Reba Bechtel, City Clerk

By: _____
Marcus A. McAskin, City Attorney

**CITY OF CENTRAL, COLORADO
RESOLUTION NO. 14-18**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO CREATING A STEERING COMMITTEE TO STUDY THE
POTENTIAL BENEFITS AND REQUIREMENTS ASSOCIATED WITH
REESTABLISHING CITY SUPPORT FOR A MAIN STREET PROGRAM.**

WHEREAS, the Colorado Main Street[®] program is a program to revitalize traditional downtown districts within the context of historic preservation, and the program uses an approach that advocates a return to community self-reliance, local empowerment, and the rebuilding of central business districts based on their traditional assets of unique architecture, personal service, local ownership, and a sense of community; and

WHEREAS, the Colorado Main Street[®] program provides technical assistance and services in four (4) areas of the Main Street Approach[®] (economic restructuring, design, organization and promotion) to competitively selected communities that are working in historically relevant business district settings and that meet certain threshold criteria; and

WHEREAS, the City of Central adopted a resolution in 2003 authorizing participation in a Main Street[®] program organized for Central City (*Main Street Central*) and designated a city official to represent the City on the local non-profit's Board of Directors; and

WHEREAS, *Main Street Central* operated for a period of time before eventually dissolving due to a reported lack of participation and/or support; and

WHEREAS, a group of community members now desires to reestablish a Main Street[®] program in Central City that will require a certain level of support and participation from the City of Central in order to increase the probability of success for such a venture; and

WHEREAS, the City desires to learn of the specific details explaining why the previous organization failed to thrive or survive, and what measures can be employed during another attempt that would ensure a sustainable existence and an improved probability of success; and

WHEREAS, the City requires a detailed description of the responsibilities and obligations it would incur if it elects to support and participate in a renewed effort to reestablish a Main Street[®] program in Central City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO THAT:

Section 1. The City of Central hereby creates a *Main Street Steering Committee* charged with identifying the potential benefits and requirements associated with the City's support for the reestablishment of a Main Street[®] program in Central City.

- Section 2.** The *Main Street Steering Committee* will consist of five (5) members that constitute representation from the following: 1) City Council; 2) City Planning Commission; 3) Business Improvement District; 4) City Community Development staff; and, 5) an "At-Large" community member.
- Section 3.** The City Manager shall assist the City Council in the formation and maintenance of the Steering Committee by appointing the five (5) representative members of the Committee.
- Section 4.** Before the City of Central will take a position on the matter of reestablishing a Main Street[®] program in Central City, it will require a report from the Steering Committee detailing the following: 1) the specific reason(s) that caused the failure and/or dissolution of *Main Street Central*; 2) specific measures contemplated in a renewed attempt at the program that would improve the probability of sustainability and success; and, 3) a detailed description of the City's responsibilities and obligations should it choose to support the endeavor.

ADOPTED THIS 18th DAY OF NOVEMBER, 2014.

CITY OF CENTRAL, COLORADO

By: _____

Ronald E. Engels, Mayor

ATTEST:

By: _____

Reba Bechtel, City Clerk

APPROVED TO FORM:

By: _____

Marcus A. McAskin, City Attorney



MAIN STREET 101

CENTRAL CITY

APRIL 14, 2015

WHY MAIN STREET?

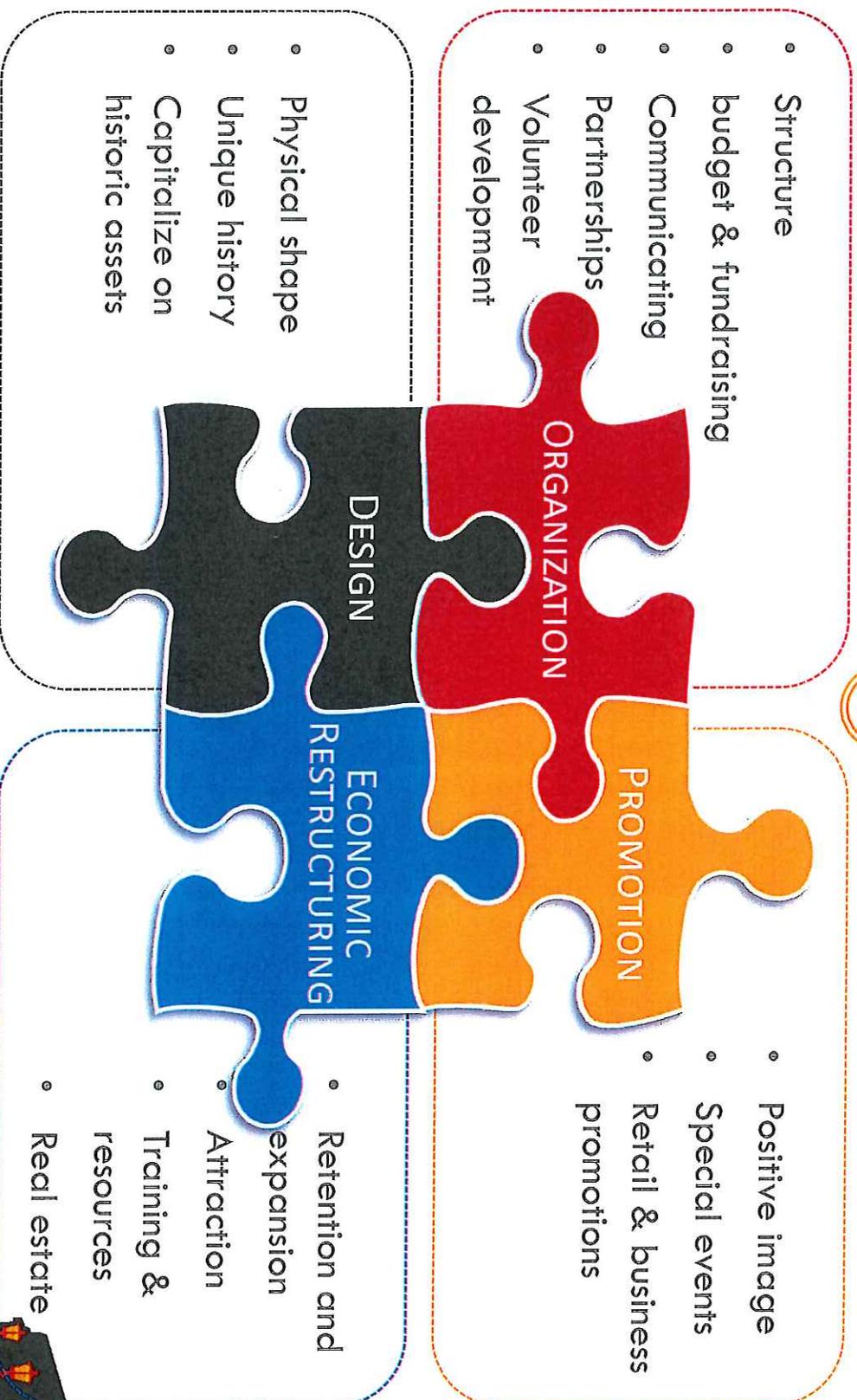


National Main Street Center

a subsidiary of the
National Trust for Historic Preservation

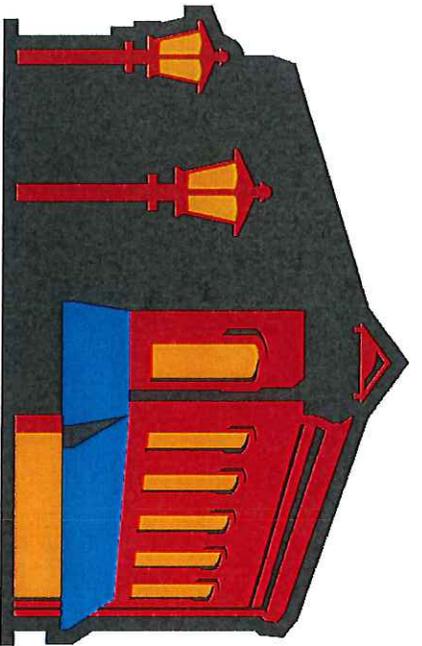


FOUR-POINT APPROACH®



8 GUIDING PRINCIPLES

1. Capitalizing on Existing Assets
2. Incremental
3. Change
4. Quality
5. Self Help
6. Action Oriented
7. Comprehensive
8. Public-Private Partnerships



COLORADO MAIN STREET

With almost the same amount of volunteers this year, the number of volunteer hours increased by 170%.

2014 saw a 54% increase in full time jobs and 27% increase in part time jobs.

For every \$1 publicly invested, \$4.45 was invested privately.

The number of building rehabilitations tripled this year.

The number of events in 2014 is almost double the number in 2013.

2014 COLORADO MAIN STREET YEAR END STATISTICS

The 3 Graduate, 4 Designated, and 5 Candidate Colorado Main Street communities accomplished the following in 2014:

ECONOMIC RESTRUCTURING

Graduate and Designated Main Street communities contributed to 75% of the new businesses this year and 58% of the new full and part time jobs.

PROMOTION

While 65% of the events this year were held by the 7 Graduate and Designated communities, 83% of the total attendees were from those same events.

168 EVENTS

58,943 ATTENDEES

DESIGN

The 7 Graduate and Designated Main Street communities accounted for 93% of the private investments while Candidate communities accounted for 86% of the public investment.

BUILDING INVESTMENTS: \$7,162,253

16



FAÇADE IMPROVEMENTS

61

BUILDING REHABILITATIONS

48 NEW BUSINESSES

139 FULL TIME JOBS

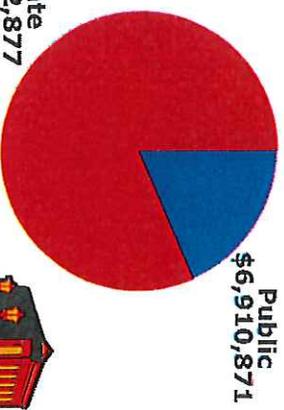
70 PART TIME JOBS

ORGANIZATION

The 7 Graduate and Designated Colorado Main Street communities contributed to about 55% of the following volunteer statistics:

Volunteers	1,295
Volunteer Hours	19,994
TOTAL VALUE	\$501,841

TOTAL PUBLIC AND PRIVATE INVESTMENT: \$37,683,748



87.5% of Colorado's Main Street communities reported these statistics.



BENEFITS OF MAIN STREET

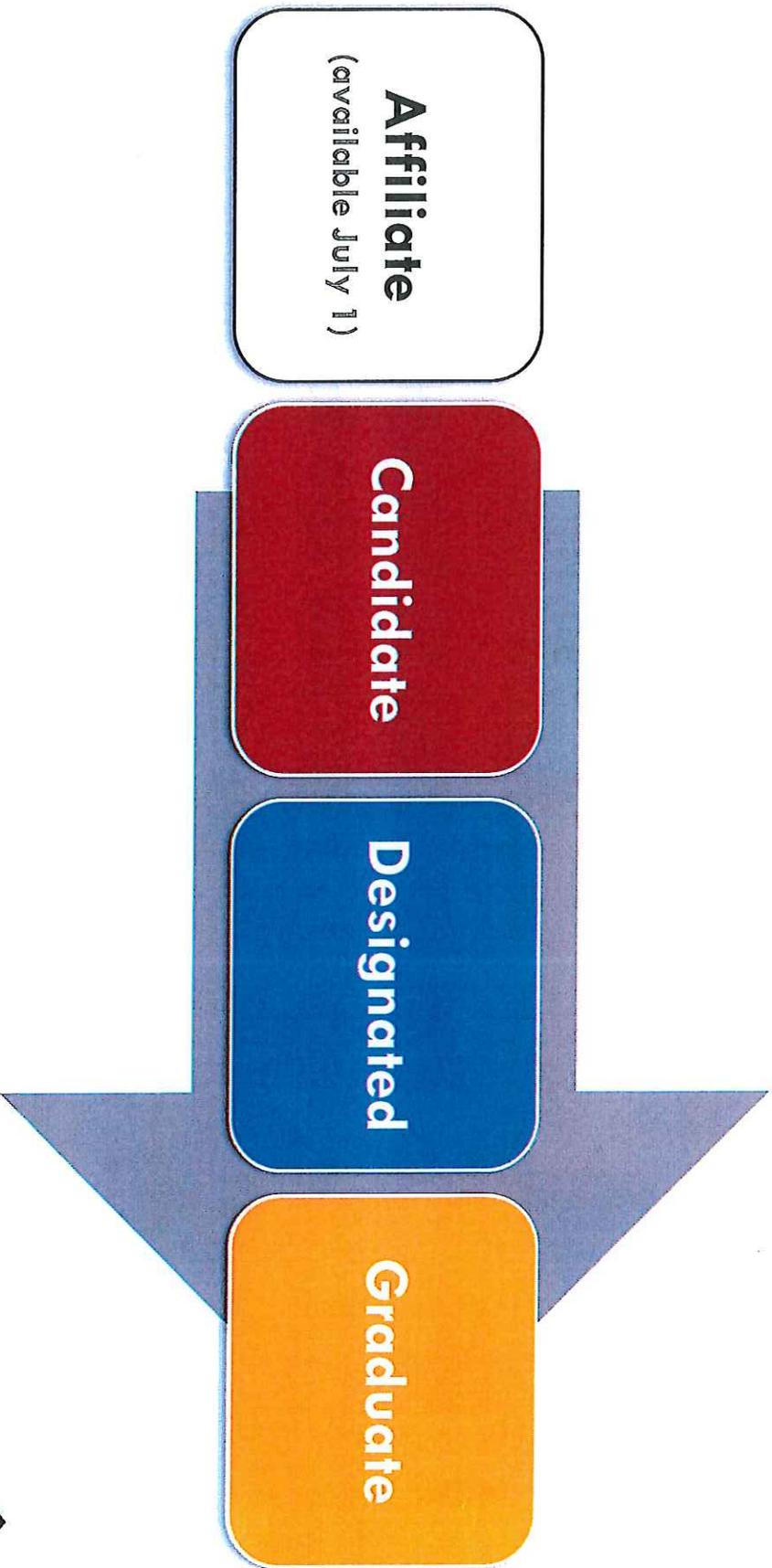


Strengthen Your Community's Heart!

- Strategically focus on downtown revitalization
- Increased property and sales tax revenue
- Pride in a healthy and vibrant community
- Local jobs
- Improved quality of life
- Preservation of historic resources
- Public health and safety
- Efficient use of public infrastructure



TIERED PROGRAM



Affiliate
(available July 1)

Candidate

Designated

Graduate



SERVICES & REQUIREMENTS

Services Available to MS:

- Quarterly trainings and boot camps
- Work planning facilitation
- Publicity/communications
- Annual mini-grants
- Training scholarships
- Technical assistance and on-site training in the 4-points
- Preservation architectural assistance
- And more

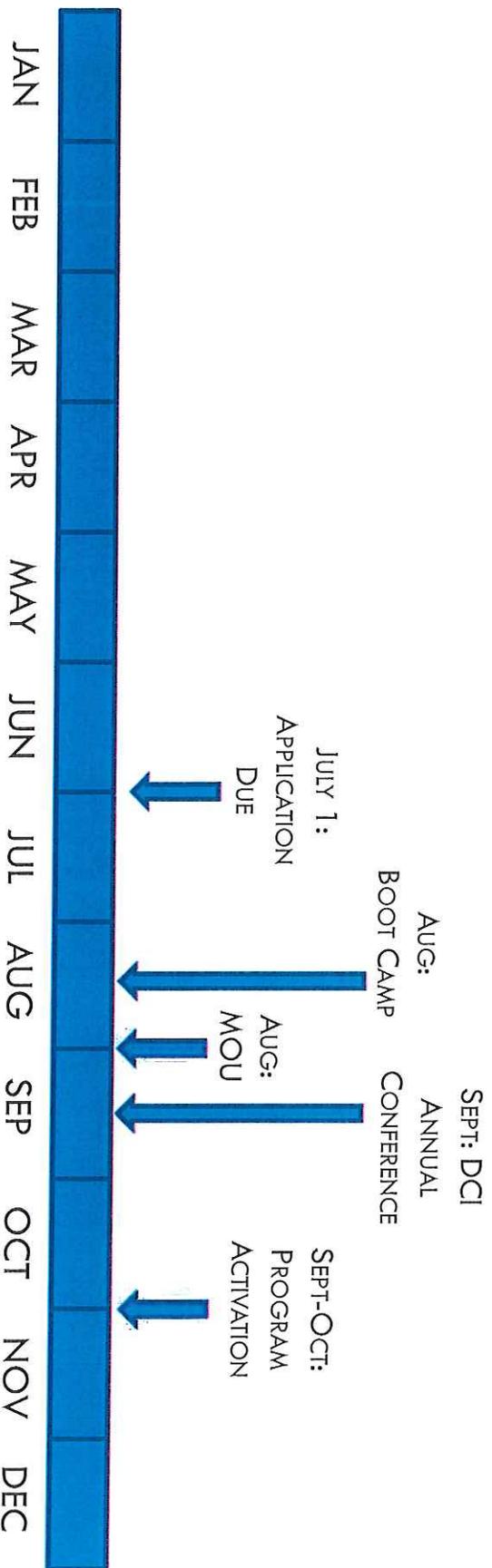
Requirements for MS:

- Get accepted
- Learn the 4-point approach
- Work to preserve historic resources
- Establish structure – board and committees
- Attend trainings
- And...



PROGRAM REQUIREMENTS

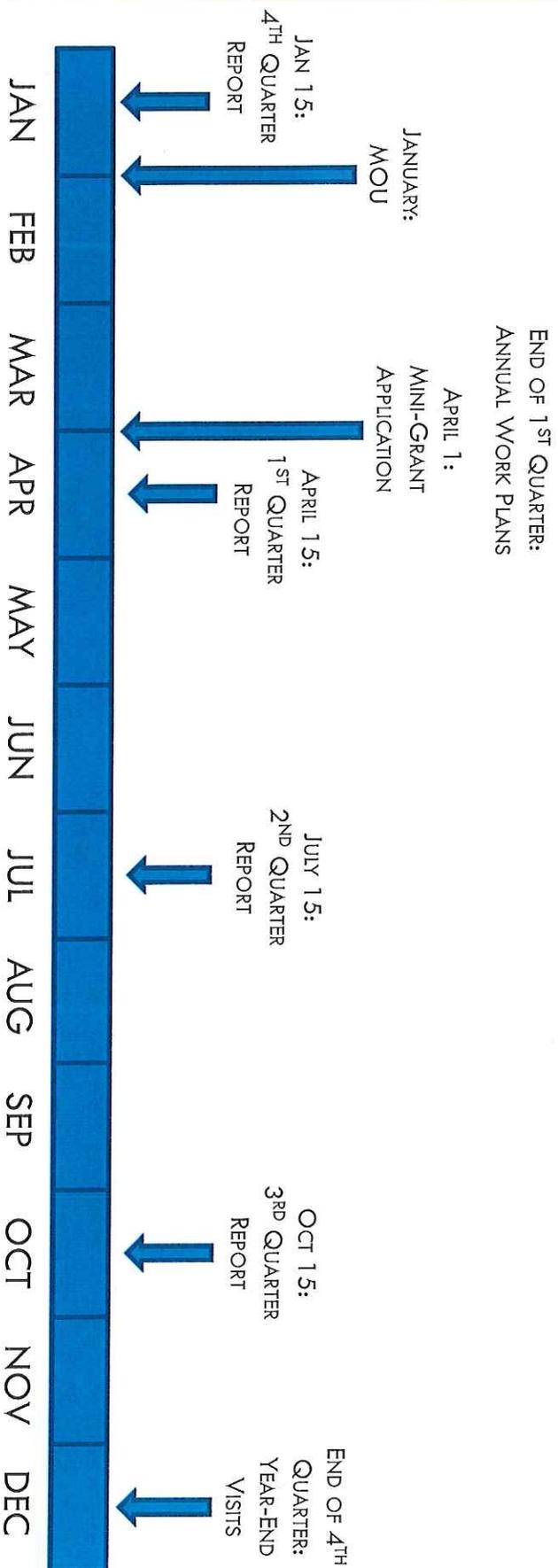
Typical first year



PROGRAM REQUIREMENTS



A year in the Main Street program

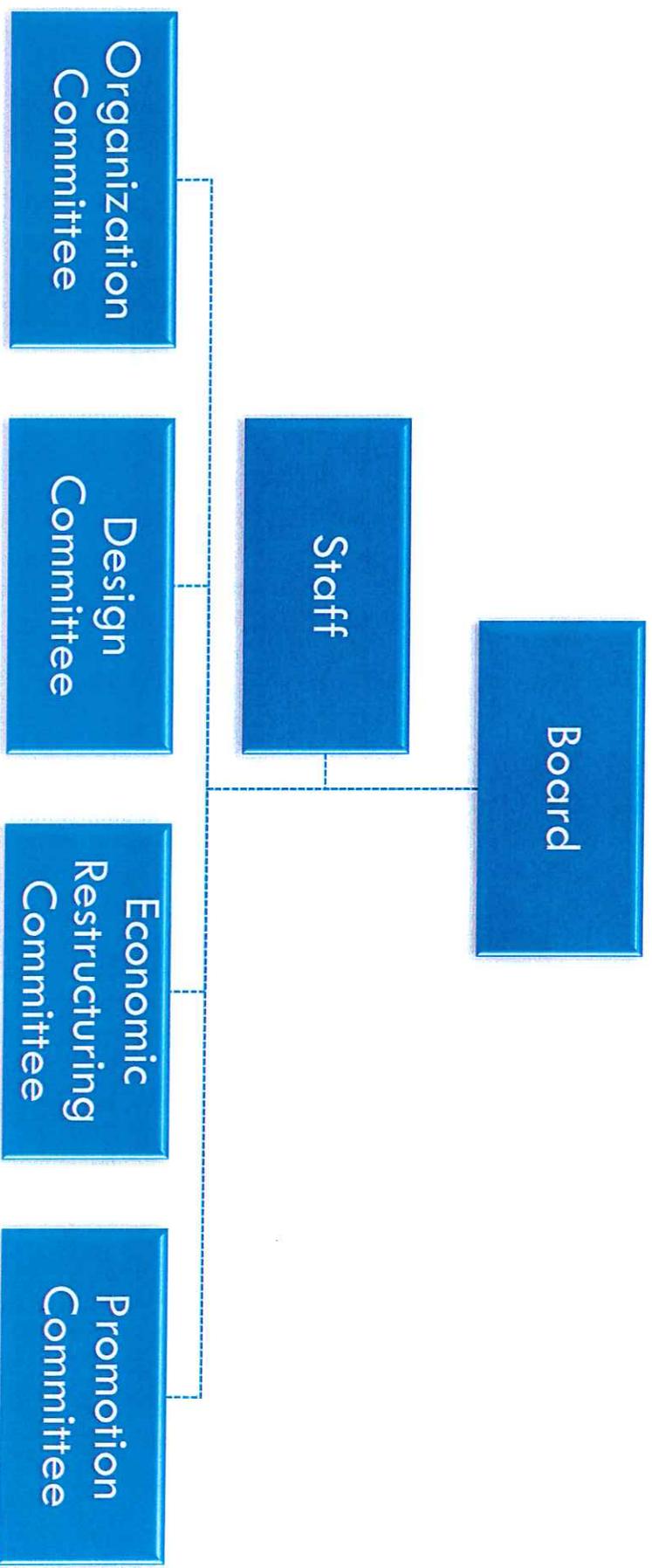


COLORADO
MAIN STREET

ORGANIZATION TYPES

Org. Type	Pros	Cons	Examples
501 (c)	<ul style="list-style-type: none"> • Can be associated with any other org. type • Can receive \$ easily 	<ul style="list-style-type: none"> • Have to have capacity to develop and manage 	Lake City, Steamboat, 'Cliffs
Chamber	<ul style="list-style-type: none"> • Similar missions – business promotions • Merge with existing org. 	<ul style="list-style-type: none"> • Keeping service equally distributed (member vs. non-member) 	Brush, Granby
Town/City	<ul style="list-style-type: none"> • Great town support by providing staff and infrastructure funding • Great incubator for the program 	<ul style="list-style-type: none"> • Can be viewed as top down rather than volunteer driven 	Lyons, Ridgway, Rifle, Trinidad, Victor, Lamar, Buena Vista, Woodland Park
Downtown Development Authority (DDA)	<ul style="list-style-type: none"> • Have a funding source • May have the same boundary 	<ul style="list-style-type: none"> • Can split the focus: new development vs. preservation • Main focus is on development 	Montrose
Econ. Dev. Org.	<ul style="list-style-type: none"> • Partnerships • Changing industry 	<ul style="list-style-type: none"> • Focus mostly on primary jobs 	

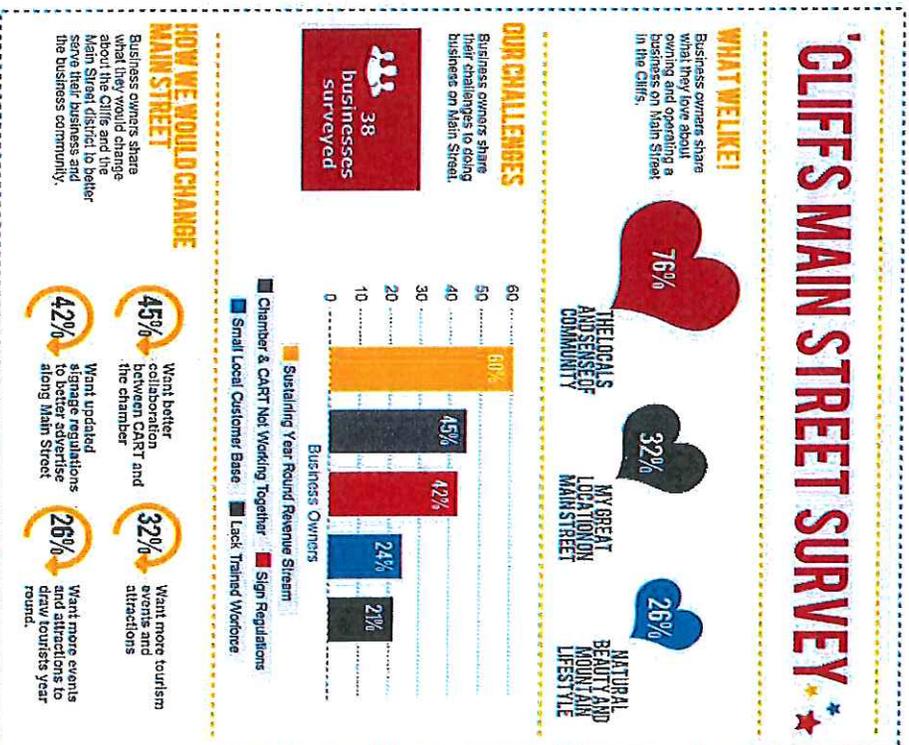
STRUCTURE



SUCCESSSES

The 'Cliffs

- Starting to work together
- Completed a Biz Walk
- Hired a MS event planner
- New signature event: Brew with a View was highlighted in 5280



SUCCESSSES

Ridgway

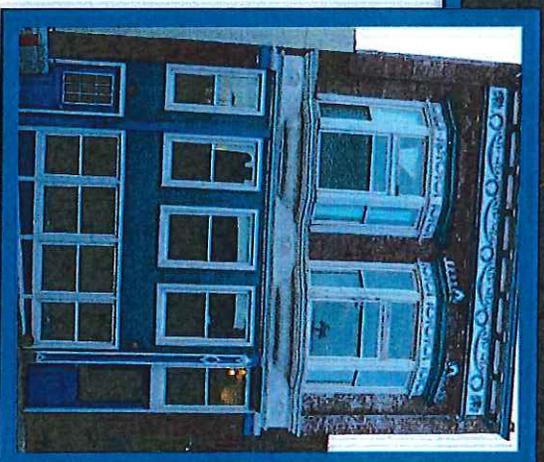
- Hired a MS/CCL director
- Giant streetscape improvement plan
- New Moonwalks
- Things are happening



SUCCESSSES

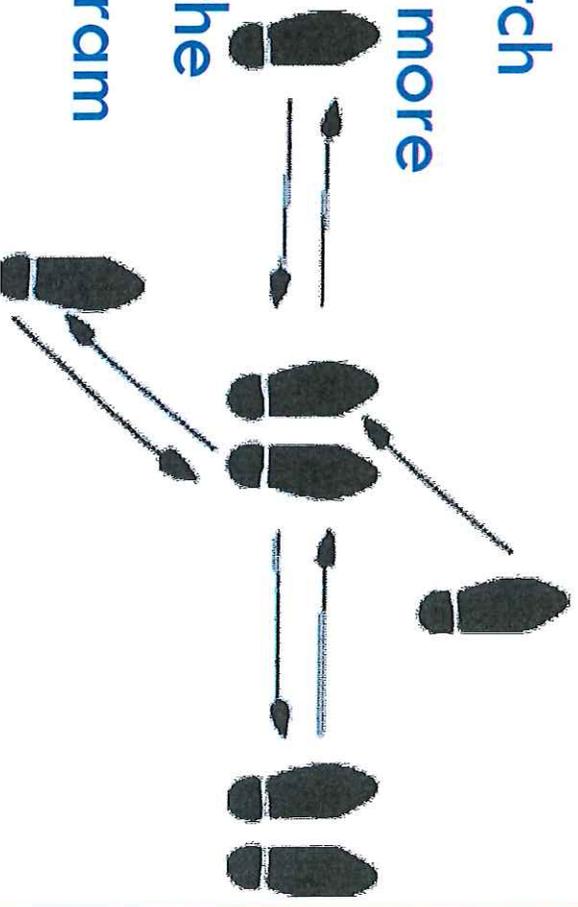
Victor

- New Tommy Knocker Apartments open
- Applied for multiple SHF grants
- New Steampunk event
- Town is “buzzing”



NEXT STEPS

- Continue to build capacity and gain community interest
- Attend trainings and watch online webinars to learn more about Main Street
- Be sure you meet all of the prerequisites in the Program Manual



RESOURCES

- Colorado Main Street:
www.dola.colorado.gov/MainStreet
- National Main Street Center:
<http://www.preservationnation.org/main-street/>
- Like us on Facebook
- Sign up for our quarterly newsletter



Questions?



Shay Ives

Main Street Specialist

Department of Local Affairs

shay.ives@state.co.us

303-864-7728



Agenda Item #9



RETAIL MARIJUANA STORE APPLICATION STAFF REPORT

TO: Central City Retail Marijuana Store Licensing Authority
FROM: Reba Bechtel, City Clerk
DATE: April 21, 2015
APPLICANT: Alternate Holistic Healing LLC dba Rocky Mountain Organics

I. APPLICATION SUBMITTED FOR REVIEW

On March 12, 2015, the Central City ("City") received an application from the above-referenced Applicant for a license for a retail marijuana store.

City staff has reviewed the application and all related materials, completed its investigation of the application, and submits this report and all supporting evidence to the Central City Retail Marijuana Store Licensing Authority for review and **[approval/conditional approval/denial]** of the application in accordance with state and local law.

II. RESULTS OF APPLICATION INVESTIGATION

A. State Licensing Authority

Date upon which State of Colorado Licensing Authority issued Applicant annual license(s) for the licenses that are the subject of this application: PENDING

B. Municipal Code Compliance [Mark Y for "yes," N for "No," or N/A for "not applicable."]

Application, including required attachments and submissions, is complete and signed by the applicant.

Application contains names, addresses, and other required information regarding all managers, owners (if individuals), or (if owner is an entity) of all officers, directors, and all persons with an ownership interest in the entity.

City has received application and other applicable fees (licensing, operational, background, other as applicable).

April 21, 2015

According to information available to staff on this date, the application does not appear to contain a material falsehood or misrepresentation.

Application contains an operating plan that complies with the City Municipal Code.

Applicant or person holding ownership interest in applicant has not:

- been denied an application for a medical marijuana establishment license or retail marijuana establishment license by the State of Colorado or any other local jurisdiction in the State.
- had such a license suspended or revoked.

If a denial, suspension, or revocation has occurred, provide details:

Application contains any additional documents or information requested by the Authority.

Applicant has obtained all other required City licenses and permits, including land use approvals, business license, sales tax license, and applicable building permits.

If lacking any of these, please specify:

C. Ownership/Legal Possession

Applicant has submitted proof of its ownership of or right to possess the premises proposed for licensure.

If Applicant is not owner of such premises, applicant has submitted proof of written authorization from owner of the premises authorizing the City to enter the property to inspect the proposed licensed premises.

D. Location and Selection Criteria

Applicant has submitted proof that the proposed retail marijuana store will be located in a location in which retail marijuana stores are a permitted land use.

E. Whether Applicant is Prohibited as Licensee

1. General

Criminal background check conducted by (select one):

State of Colorado.

Central City staff.

Applicant provided information regarding any criminal history record, such as evidence of rehabilitation, character references, and educational achievements. [If such evidence is provided, attach to application].

2. Compliance with Colo. Rev. Stat. § 12-43.4-306 and Central City Municipal Code.

Applicant has been convicted of a felony or has completed any portion of a sentence due to a felony charge within the preceding five (5) years.

Applicant is a person prohibited pursuant to Section 12-43.4-306, C.R.S. or a person who has failed to pass the background check required and conducted by the State of Colorado.

Basis for being prohibited as a licensee (excluding determination of good moral character):

III. OTHER ITEMS OR RECOMMENDATIONS

City staff would like to note the letter included in the state application from Michael Noyes, Bankruptcy Attorney for Joseph Licata explaining his \$4906 debt to the Department of Revenue is being repaid according to his confirmed Chapter 13 Plan.

Per Sec. 6-9-210(a)(7) A person licensed pursuant to this Article who, during a period of licensure, or who, at the time of application, has failed to remedy an outstanding delinquency for taxes owed or an outstanding delinquency for judgments owed to a government.

IV. RECOMMENDED TERMS OR CONDITIONS

City staff recommends that application approval by the Authority contain the following conditions to ensure compliance with the Municipal Code:

- A. Applicant's compliance with (1) the Central City Municipal Code; (2) the Colorado Retail Marijuana Code; (3) all rules and regulations promulgated pursuant to those Codes.
- B. Applicant's payment of all required City fees to the City Clerk prior to issuance of the license.
- C. Applicant shall ensure that all improvements to the Premises are completed to the satisfaction of the City to include: Police Department for final review of the security system; Fire Department for final review for fire code compliance; and the City must have issued either a Certificate of Occupancy or a Temporary Certificate of Occupancy for the Premises.
- D. The City shall not issue a license for the proposed Retail Marijuana Store unless and until the City building official has inspected the premises proposed for licensure and determined that the premises comply with the City's building and other life, health, and safety codes.
- E. All licenses issued pursuant to this decision are contingent upon the Applicant receiving and maintaining current, operational licenses from the state licensing authority.

CC Retail Marijuana Store Licensing Authority

Basic Script for Application Action

On **March 12, 2015, Alternate Holistic Healing LLC dba Rocky Mountain Organics** ("Applicant") submitted to the City Clerk a complete application seeking a license for a new retail marijuana store for premises located at **161 Gregory Street, Central City, CO 80427**.

The Authority has reviewed the application, staff report, and other materials related to this application submitted by the City Clerk as well as evidence submitted at this meeting.

At this point I would like to extend to the Applicant/Applicant's representative the opportunity to address the Authority and to submit any supplemental information related to its application that does not appear in the staff report or other documents of record, including any discussion related to the operations plan for the business.

[Applicant presents]- **Jason and Joe Licata**

At this point I would ask that the Chief of Police (or his designee) provide the Authority with some basic information regarding the moral character of the Applicant.

Options for input:

- Whether the City has relied on the State Licensing Authority background check (as evidenced by the copy of the state license in the materials) or did the City conduct its own background check? **YES Chief Krelle will provide verbal info**
- Whether, as a result of its investigation, the City knows of any reason why the license should not be approved at this time (and if so, specify the reason(s)). **NO-Chief Krelle will provide verbal comment**

[DELIBERATION]

[INSERT AUTHORITY'S FINDINGS REGARDING THE MORAL CHARACTER OF APPLICANT AND OTHER APPLICABLE PERSONS RELATED TO APPLICANT BASED UPON CONSIDERATION OF THE FACTORS SET FORTH IN C.R.S. § 24-5-101(2)]

OR

APPROVE LICENSE CONDITIONED UPON COMPLETION AND SUCCESSFUL REVIEW OF THE REQUIRED CRIMINAL BACKGROUND CHECK] AND STATE APPROVAL

[INSERT ANY OTHER CONDITIONS AS DESIRED TO PROTECT PUBLIC HEALTH, SAFETY, AND WELFARE OR TO ENSURE COMPLIANCE WITH STATE, LOCAL, OR OTHER APPLICABLE LAW]

Suggested Motion:

I move to conditionally approve the application of **Alternate Holistic Healing LLC dba Rocky Mountain Organics** based upon the information presented in the staff report and other information brought forth at this meeting and to direct staff to prepare a Record of Decision on this application that incorporates the findings, conclusions, and all recommended conditions in the staff report, the Authority's finding as to the Applicant's moral character, and any other conditions imposed on the application. The Authority further directs staff to provide a copy of this decision within three (3) days of today's date to both the Applicant and the State of Colorado marijuana licensing authority by certified mail at the address shown in the application.

Received 3/12/15



City of Central City
141 Nevada St, P.O. Box 249
Central City, CO 80427
303 -582-5251

RETAIL MARIJUANA LICENSE APPLICATION

This Application is for a retail marijuana establishment license for as follows: New [] Conversion [] Renewal [] Combined Use

"Applicant" must be Legal Name of Individual or Business Entity that will hold license if approved.

License Fee Paid \$2,500 new/\$250 conversion/\$1,500 renewal

Applicant is applying as (attach organizational documents and current certificate of good standing if registration is required with the Secretary of State):

- Corporation
- Limited Liability Corporation
- Individual
- Association or Other
- Partnership

Applicant Name: Alternative Holistic Healing LLC

Trade Name of Applicant (doing business as), if any Rocky Mountain Organics

Address of Proposed Licensed Premise ("Premise")
161 Gregory St Central City CO 80427
Street Address City State Zip Code

Applicant Mailing Address (if different from Premise location) PO Box 641 BH CO 80422
Street Address City State Zip Code

Applicant Telephone 303-829-3095 Applicant Email Address mmjcentral@gmail.com

City Sales & Use Tax License No. 04-16-1501 State Sales Tax License No. _____ FEIN. 27-1310120

1. Applicant Ownership and Management Structure (not required for Renewals unless there are Amendments).

(A) Applicants must provide the name and address of OFFICERS, DIRECTORS, BUSINESS MANAGERS, FINANCIERS, PRIMARY CAREGIVERS, AND NAMED PERSONS that own 1% or more of the ownership interest to total 100% Ownership. If necessary, provide additional information on a separate sheet.

NAME	HOME ADDRESS, CITY STATE, ZIP	SSN	POSITION
Joseph R Licata	1300 W 70 th Ave Den, Co 80221		owner 50%
Jason M Licata	212 Elk RD Black Hawk Co 80422		owner 50%

Name and business cell number of on-site business manager and all other managers:
Jason Licata 303-949-9660
Joe Licata 303-829-3095

Are any of the individuals or persons listed above with the Applicant less than 21 years of age? Yes No

(B) In addition, for all persons set forth in subsection (A) each individual MUST ALSO BE FINGERPRINTED, MUST PROVIDE A BACKGROUND CHECK AND FINANCIAL INTERESTS RECORD FORM, MUST UNDERGO A BACKGROUND CHECK, and provide any other documentation evidencing good moral character.

2. Who, besides the owners listed in this application (including persons and business entities) has loaned, 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 (not required for Renewals unless there are Amendments).

NAME	DATE OF BIRTH	FEIN OR SSN	% OWNED
N/A			

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

3. Has any person listed in response to questions 1 or 2 ever been convicted of a felony in federal, state, or other court or completed any portion of a sentence for a felony within the past five years?

Yes No

If the answer is yes to questions 3, please provide the information on the below chart: (if necessary, provide additional information on a separate sheet)

Person's Name	Name and Location of Court	Charge convicted of	Sentence	Date of Sentencing	Last date of incarceration /parole/probation

5. Has any individual listed in response to questions 1 or 2 been denied an application for a marijuana business or had a marijuana business license suspended or revoked by any jurisdiction?

Yes No

Explain:

6. Does any individual listed in response to questions 1 or 2 hold or has such person ever held a Marijuana Business License in Central City or similar license in any other jurisdiction?

Yes No

Name: RMO Address: 5312 Hwy 119 Black Hawk Co Type of Business: Date/ License #: 402R-00151

Explain: Alternative Holistic Healing LLC DBA Rocky Mtn Organics

7. Has any individual listed in response to questions 1 or 2 had a business temporarily or permanently closed for failure to comply with any health or safety law?

Yes No

Explain: _____

8. Has any individual listed in response to questions 1 or 2 had an administrative or criminal finding of delinquency for failure to pay sales or use tax, or any other business tax? ___ Yes No

Explain: _____

9. Does the Applicant have legal possession of the proposed licensed premises for at least 12 months from the date that this license application was filed by virtue of ownership, lease or other arrangement? Applicant must provide copy of recorded deed, signed lease.

Ownership ___ Lease ___ Other (explain in detail (use extra sheet) _____)

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

Landlord	Tenant	Expires
----------	--------	---------

If premises are leased, attach executed lease and executed authorization from Premises owner allowing operation of retail marijuana in leased premises and permitting City to enter property to inspect for conformity with City and state laws governing retail marijuana operations.

10. Is this proposed premise location the only location that is affiliated with this business? Yes No

If there is another location associated with this business entity, please list all other premise location addresses both in and outside of Central City (i.e. all dispensaries, grow locations and MIPs which operate in concert to form this business entity):

5312 Hwy 119 Black Hawk Co 80422 - mmj + grow

An operating plan must be attached which (1) describes products and services to be provided, (2) provides a floor plan showing all interior dimensions and layout including all limited access areas, areas of ingress and egress, location(s) of security cameras and principal uses of the floor area depicted therein, (3) details the security plan indicating how the applicant intends to comply with the requirements of the Colorado Retail Marijuana Code, Article IX of Chapter 6 of the Municipal Code and any other applicable law, rule or regulation, to include without limitation specialized details of security arrangements, and (4) an area map, drawn to scale, indicating, within a radius of one-quarter mile from the boundaries of the licensed premises, the proximity of the property to any school or to any residential zone district.

11. Does the Applicant propose to have retail sales of marijuana infused products? Yes ___ No

If yes, what items will be sold? edible's Candy, Cookies etc...

12. Does Applicant have a control plan to prohibit on-site use of marijuana? Yes ___ No

13. Does Applicant have a control plan to ensure that persons under 21 years of age are not allowed unless accompanied by a parent or guardian? Yes ___ No

14. Does Applicant have a business plan to ensure that all aspects of the marijuana business are enclosed and not visible from the exterior of the building premise? Yes ___ No

15. Is Applicant familiar with Central City's hours of operation? Yes ___ No

16. Is Applicant familiar with local inventory limitations and maintaining records for inventory? Yes ___ No

17. Will Applicant maintain proper Records for Reporting of Source/Quantity/Sales, and for City audits? Yes ___ No

18. Does Applicant have an operations plan that conforms to the requirements set forth in Sections 6-9-200 and 6-9-210 of the Municipal Code?? Yes ___ No

19. Does the Applicant have a current City business and sales tax license? Yes ___ No

Oath of Application

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge and that I have authority to bind the Applicant if the Applicant is an entity.. I also acknowledge that it is my responsibility and the responsibility of all Applicant agents and employees to comply with the provisions of state law, the Central City Municipal Code and all Rules and Regulations which govern my Retail Marijuana License Application and License.

Authorized Signature

Printed Name and Title

Date

Jason Licata owner

3-10-15

FOR CITY INTERNAL USE ONLY:

POLICE DEPARTMENT REVIEW (Date Sent: 3/12/15) AS TO BACKGROUND CHECK OF ALL RELEVANT PERSONS AS SET FORTH IN 1(A), OPERATING PLAN, SECURITY PLAN, LIGHTING PLAN AND OPERATING CHARACTERISTICS

ISSUANCE/ RENEWAL IS RECOMMENDED TO BE: ___ APPROVED ___ DENIED Initials: ___

PLANNING REVIEW (Date Sent: 3/12/15) AS TO USE IN PROPOSED LOCATION

ISSUANCE IS RECOMMENDED TO BE: APPROVED ___ DENIED Initials: RB

FIRE DEPARTMENT REVIEW (Date Sent: 3/12/15) AS TO HEALTH/SAFETY REGULATIONS

ISSUANCE/RENEWAL IS RECOMMENDED TO BE: ___ APPROVED ___ DENIED Initials: ___

FOR LICENSING OFFICE ONLY:

Fees Paid

___ Denied

___ Date Written Notice of Denial Sent

___ Approved

___ Date Written Notice of Approval Sent

___ Approved with Conditions

___ Date Written Approval and Conditions Sent

___ Date of Premise Inspection Approval

___ License Issuance Date

___ License Expiration Date



Operating Plan

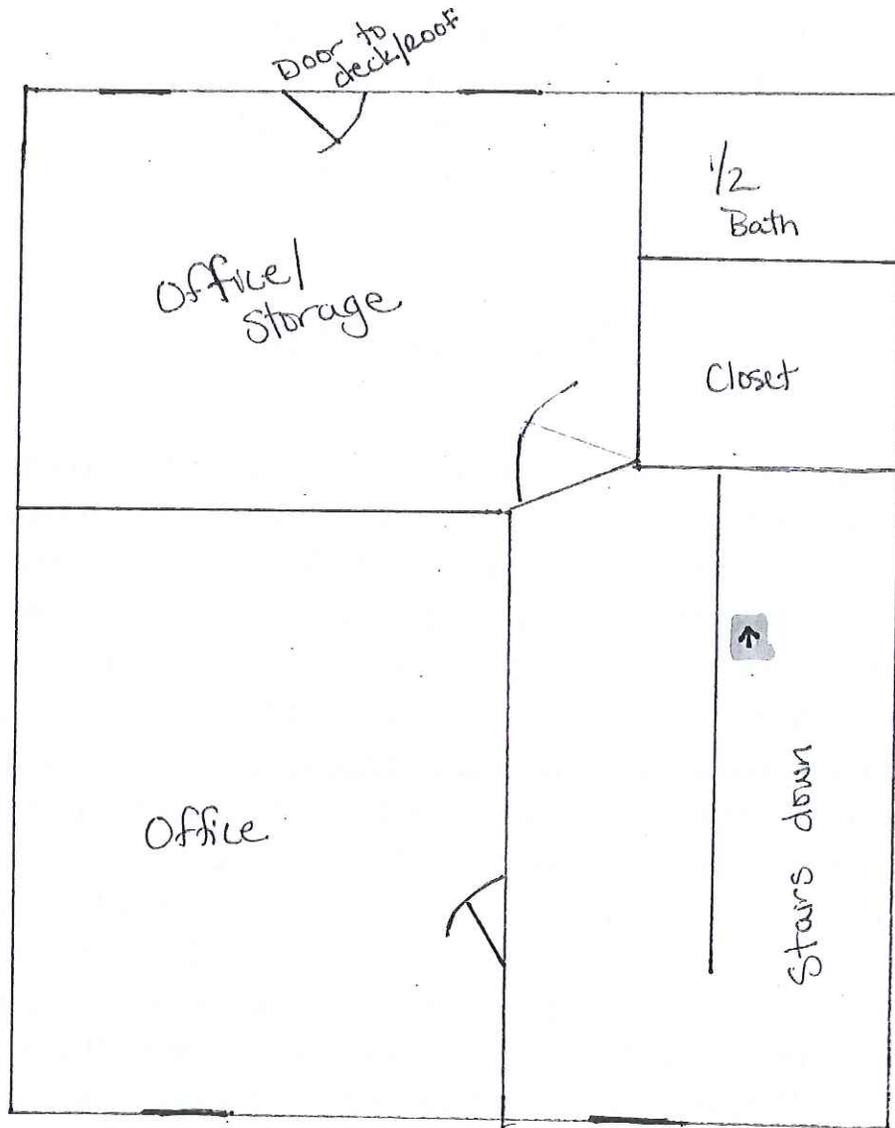
Products and Services

RMO Central City will provide organic marijuana flower for sale to the general public with a valid I.D proving age of over 21, to be sold by knowledgeable bud tenders. We will also provide infused marijuana products in the form of candies, chocolates, and cola/energy shots/drinks. All edibles will be within the state requirements of 10mg servings no larger then 100mg pack. Non marijuana products will consist of smoking accessories, (pipes, papers) and t-shirts etc.. Through the hours of Mon-Thur 11am-7pm Fri,Sat,Sun 11am-9:45pm.

Security Plan

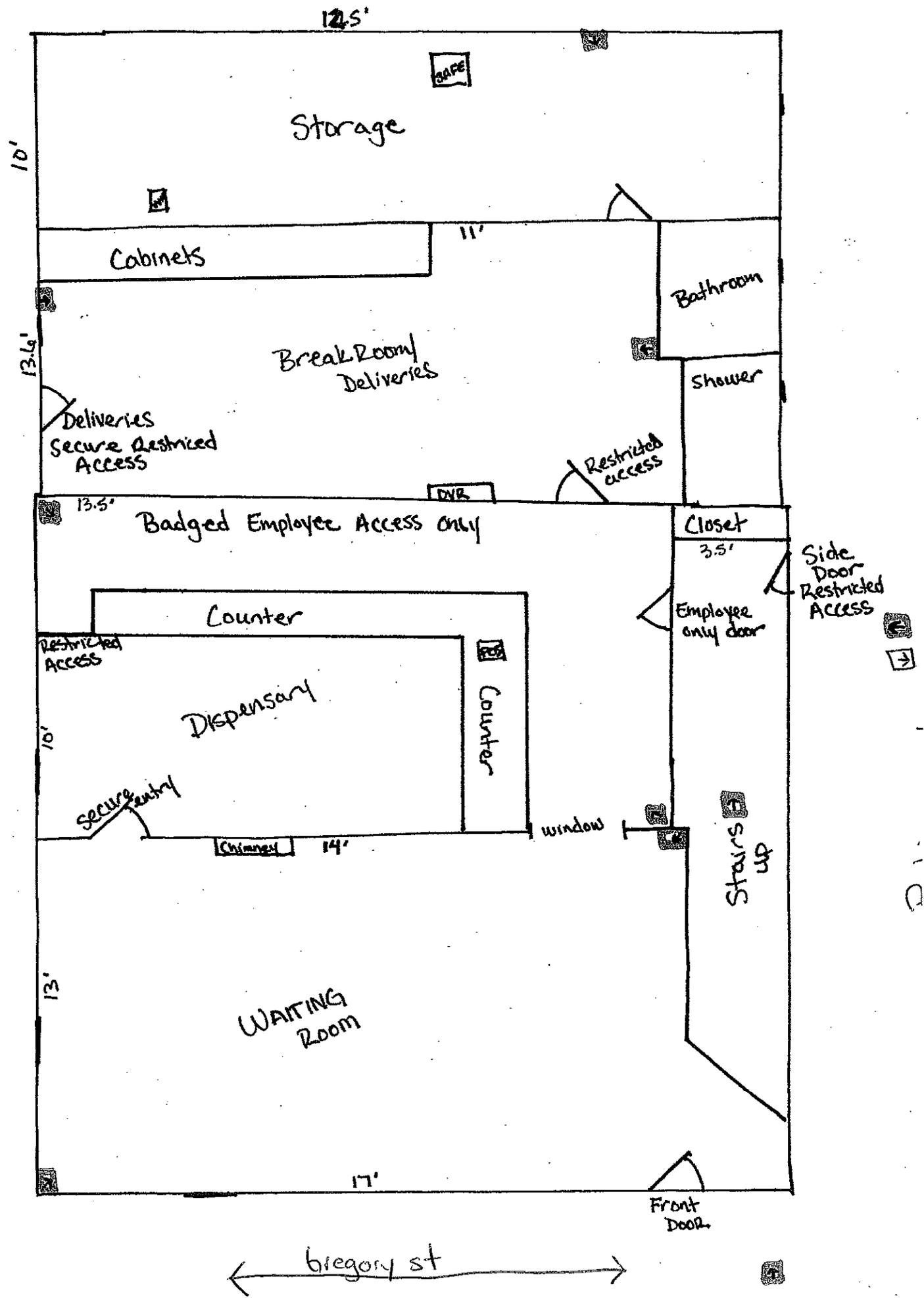
To keep the area secure we will allow the general public to enter into our front waiting room from the street. This will allow no marijuana will be able to be seen or smelled from the public street. We will require them to show valid I.D proving age of over 21 through a window while in the waiting room from the actual dispensary. Once proof of age of 21 or older is provided they will be allowed to enter though a secure door into the actual dispensary. The door from the dispensary into the back break room will not be accessible to the public. It will be blocked by the counter with a secure restricted access door, only licensed employees will be allowed to access. The back door will remain locked and only approved delivery drivers with MED badges will be allowed in, this will prevent the public from seeing deliveries. Cameras will be placed on all interior and exterior doors. All windows in secured areas will be barred and property will have alarm system per state MED requirements. A locked safe will be bolted to the floor and used for over night storage of marijuana products. All marijuana products will remain locked or behind counter and kept out of reach of the public only accessible by working employees.

2nd Floor



Restricted Access
Badged Employees Only

📷 Camera location
↖ Camera direction



LOCAL
 COPY
 CENTRAL
 CITY

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"/> 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"/> Retail Marijuana Cultivation		<input type="checkbox"/> Conversion	
<input type="checkbox"/> Retail Marijuana Test Facility		<input type="checkbox"/> Retail/Medical Marijuana Combined Use	<input type="checkbox"/> Affiliated Business
Applicant's Legal Business Name (Please Print) <i>Alternative Holistic Healing LLC</i>		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) <i>Rocky Mountain Organics LLC</i>		Website Address <i>N/A</i>	
Physical Address			
Street Address of Marijuana Business <i>161 Gregory St.</i>		City <i>Central City</i>	State ZIP <i>CO 80429</i>
Business Phone Number <i>303-949-9660</i>	Business Fax Number <i>N/A</i>	Email Address <i>mmjcentral@gmail.com</i>	
Mailing Address (if different from Business Address)			
Address <i>PO Box 641</i>		City <i>Black Hawk</i>	State ZIP <i>CO 80422</i>
Primary Contact Person for Business <i>Jason Licata</i>		Title <i>owner</i>	Primary Contact Phone Number <i>303-949-9660</i>
Primary Contact Address (city, state ZIP)		Primary Contact Fax Number <i>N/A</i>	
Federal Taxpayer ID <i>27-1310190</i>	Colorado Sales Tax License #	Email Address <i>mmjblackhawk@gmail.com</i>	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input checked="" type="checkbox"/> Limited Liability Company
<input type="checkbox"/> C Corporation	<input 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 <i>Colorado</i>			Date
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business			
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.			

Received \$2500

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

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)?
 (b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?
 (c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?
 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. *Alternative Holistic Healing LLC / none.*

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.
 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
----------	--------	---------

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
<i>N/A</i>			

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 <i>Central City</i>	Address <i>141 Nevada St Central City 80127</i>	
Local Licensing Authority contact name <i>Reba Bechtel</i>	Contact Phone <i>303-582-5251</i>	Contact Email <i>cityclerk@centralcitycolorado.us</i>

6. Has the Applicant filed for a retail marijuana cultivation? Yes No

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)?

Printed Legal Business Name <i>Alternative Holistic Healing LLC</i>	Printed Trade Name (DBA) <i>Rocky mtn Organic LLC</i>
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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 Joseph R Licata	Title owner	SSN/FEIN	DOB	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address 1300 W 90th Ave	City Denver	State CO	ZIP 80221	Phone Number 303-829-3095
Business Associated with (Parent business or sub-entity) Alternative Holistic Healing LLC		Own. % Business Associated with 50%		Effective Own. % in Applicant 50%
Name Jason M Licata	Title owner	SSN/FEIN	DOB	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address 212 Elk Road	City Black Hawk	State CO	ZIP 80422	Phone Number 303-949-9660
Business Associated with (Parent business or sub-entity) Alternative Holistic Healing LLC		Own. % Business Associated with 50%		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

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 <i>Alternative Holistic Healing LLC</i>	Printed Trade Name (DBA) <i>Rocky Mtn Organics LLC</i>
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 checked="" type="checkbox"/> Yes <input 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 checked="" type="checkbox"/> Yes <input 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 checked="" type="checkbox"/> Yes <input 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 <i>Joseph R Licata</i>	Title <i>Owner</i>
Address <i>1300 W 90th Ave. Den, Co 80221</i>	Phone Number <i>303-829-3095</i>
Person who prepares Applicant's tax returns, government forms & reports <i>Joseph R Licata</i>	Title <i>Owner</i>
Address <i>1300 W 90th Ave Den, Co 80221</i>	Phone Number <i>303-829-2095</i>
Location of financial books and records for Applicant's business <i>1300 W 90th Ave Den, Co 80221</i>	

Investigation Authorization Authorization to Release Information

I, Joseph R Licata, 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 <u>Alternative Holistic Healing LLC</u>	Trade Name (DBA) <u>Rocky Mtn Organics LLC</u>	
Legal Agent Last Name (Please Print) <u>Licata</u>	Legal Agent First Name <u>Joseph</u>	Legal Agent Middle Name <u>R.</u>
Legal Agent Title <u>owner</u>	Signature (Must be signed in front of one witness) <u>Joseph R Licata</u>	
Date (MM/DD/YY) <u>2-7-15</u>	City <u>Denver</u>	State <u>CO</u>
Witness 1 Signature <u>[Signature]</u>		

Affirmation & Consent

I, Joseph R Licata, 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:

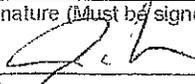
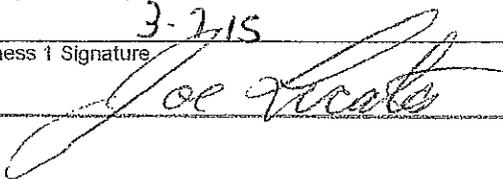
Applicant's Business Name <i>Alternative Holistic Healing LLC</i>		Trade Name (DBA) <i>Rocky Mtn Organics LLC</i>	
Legal Agent Last Name (Please Print) <i>Licata</i>	Legal Agent First Name <i>Joseph</i>	Legal Agent Middle Name <i>R</i>	
Signature <i>Joseph Licata</i>			Date <i>2-9-15</i>

Investigation Authorization Authorization to Release Information

I, Jason Licata, 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 <u>Alternative Holistic healing</u>		Trade Name (DBA) <u>Rocky Mountain Organics</u>	
Legal Agent Last Name (Please Print) <u>Jason Licata</u>	Legal Agent First Name <u>Jason</u>	Legal Agent Middle Name <u>Michael</u>	
Legal Agent Title <u>owner</u>	Signature (Must be signed in front of one witness) 		
Date (MM/DD/YY) <u>3-2-15</u>	City <u>Black Hawk</u>	State <u>CO</u>	
Witness 1 Signature 			

Affirmation & Consent

I, _____, 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		Trade Name (DBA)	
Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name	
Signature 		Date 3-7-15	

Applicant's Request to Release Information

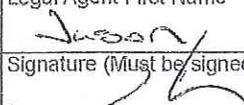
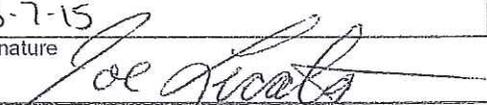
TO:	FROM: (Applicant's Printed Name) <i>Joseph R Licata</i>	
<ol style="list-style-type: none"> 1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent 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: <ol style="list-style-type: none"> (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) <i>Joseph R Licata</i>	Legal Agent First Name <i>Joseph</i>	Legal Agent Middle Name <i>R.</i>
Legal Agent Title <i>owner</i>	Signature (Must be signed in front of one witness) <i>Joseph R Licata</i>	
Date (MM/DD/YYYY) <i>2-7-15</i>	City <i>Denver</i>	State <i>CO</i>
Witness 1 Signature <i>[Signature]</i>		
Signature of Marijuana Enforcement Division agent presenting this request		Date

Applicant's Request to Release Information

TO: _____ FROM: (Applicant's Printed Name) Jason Licata

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) <u>Licata</u>	Legal Agent First Name <u>Jason</u>	Legal Agent Middle Name <u>Michael</u>
Legal Agent Title <u>owner</u>	Signature (Must be signed in front of one witness) 	
Date (MM/DD/YY) <u>3-7-15</u>	City <u>Black hawk</u>	State <u>Co</u>
Witness 1 Signature 		
Signature of Marijuana Enforcement Division agent presenting this request		Date

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,

Alternative Holistic Healing, LLC

is a **Limited Liability Company** formed or registered on 11/09/2009 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 20091592716.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/02/2015 that have been posted, and by documents delivered to this office electronically through 03/03/2015 @ 11:09:09.

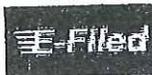
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 03/03/2015 @ 11:09:09 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9112404.



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."



Colorado Secretary of State
 Date and Time: 10/19/2012 01:55 PM
 ID Number: 20091592716

Document must be filed electronically.
 Paper documents will not be accepted.
 Document processing fee \$10.00
 Late fee if entity is in noncompliant status \$40.00

Document number: 20121577259
 Amount Paid: \$10.00

Fees & forms/cover sheets
 are subject to change.
 To access other information or print
 copies of filed documents,
 visit www.sos.state.co.us and
 select Business.

ABOVE SPACE FOR OFFICE USE ONLY

Periodic Report

filed pursuant to §7-90-301, et seq. and §7-90-501 of the Colorado Revised Statutes (C.R.S)

ID number: 20091592716

Entity name: Alternative Holistic Healing, LLC

Jurisdiction under the law of which the
 entity was formed or registered: Colorado

1. Principal office street address: 8412 Hyw 119
(Street name and number)

Black Hawk CO 80422
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

2. Principal office mailing address:
 (if different from above) P O Box 21173
(Street name and number or Post Office Box information)

Denver CO 80221
(City) (State) (Postal/Zip Code)
United States
(Province - if applicable) (Country - if not US)

3. Registered agent name: (if an individual) Licata Joseph R
(Last) (First) (Middle) (Suffix)

OR (if a business organization)

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

5. Registered agent street address: 1300 W 70th Ave
(Street name and number)

Denver CO 80221
(City) (State) (Postal/Zip Code)

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 15-349

SAFE STREETS ALLIANCE, PHILLIS WINDY HOPE REILLY, and MICHAEL P. REILLY,

Plaintiffs,

v.

ALTERNATIVE HOLISTIC HEALING, LLC, d/b/a Rocky Mountain Organic; JOSEPH R. LICATA; JASON M. LICATA; 6480 PICKNEY, LLC; PARKER WALTON; CAMP FEEL GOOD, LLC; ROGER GUZMAN; BLACKHAWK DEVELOPMENT CORPORATION; WASHINGTON INTERNATIONAL INSURANCE CO.; DAVID L. PATCH; PATCH CONSTRUCTION, LLC; JOHN DOE 1; JOHN W. HICKENLOOPER, JR., in his official capacity as Governor of Colorado; BARBARA J. BROHL, in her official capacity as Executive Director of the Colorado Department of Revenue; W. LEWIS KOSKI, in his official capacity as Director of the Colorado Marijuana Enforcement Division; PUEBLO COUNTY COMMISSION; and PUEBLO COUNTY LIQUOR & MARIJUANA LICENSING BOARD,

Defendants.

COMPLAINT

OPERATING AGREEMENT FOR MEMBER-MANAGED LIMITED LIABILITY
COMPANY

I. PRELIMINARY PROVISIONS

(1) Effective Date: This operating agreement of Alternative Holistic Health, LLC, effective 3-1-2013, is adopted by the members whose signatures appear at the end of this agreement.

(2) Formation: This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of Colorado on 11-9-2009. A copy of this organizational document has been placed in the LLC's records book.

(3) Name: The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) Registered Office and Agent: The registered office of this LLC and the registered agent at this address are as follows: _____

_____. The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) Business Purposes: The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following: Alternative and holistic health options for consumers.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC

intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) Duration of LLC: The duration of this LLC shall be perpetual.

Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. MEMBERSHIP PROVISIONS

(1) Nonliability of Members: No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) Reimbursement for Organizational Costs: Members shall be reimbursed by the LLC for organizational expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) Management: This LLC shall be managed exclusively by all of its members.

(4) Members' Percentage Interests: A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is one, and the denominator of which is the total of all the members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) Membership Voting: Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to

the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) Compensation: Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) Members' Meetings: The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting.

If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the nonattending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the

attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each nonattending member promptly after the holding of the second postponed meeting.

Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) Membership Certificates: This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates.

In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC.

The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates

have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) Other Business by Members: Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. TAX AND FINANCIAL PROVISIONS

(1) Tax Classification of LLC: The members of this LLC intend that this LLC be initially classified as a corporation for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832, Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) Tax Year and Accounting Method: The tax year of this LLC shall be November 1 to October 31. The LLC shall use the accrual method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) Tax Matters Partner: If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) Annual Income Tax Returns and Reports: Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065- Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) Bank Accounts: The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) Title to Assets: All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. CAPITAL PROVISIONS

(1) Capital Contributions by Members: Members shall make the following contributions of cash, as shown next to each member's name below. Unless otherwise noted, cash described below shall be paid or delivered to the LLC on or by January 31, 2010. The percentage interest in the LLC that

each member shall receive in return for his or her capital contribution is also indicated for each member.

Name	Contribution	Fair Market Value	Percentage Interest in
Joseph R Licata	Cash	\$50	50%
Jason Licata	Cash	\$50	50%

(5) Bookkeeping: A Distribution Account shall be set up and maintained on the books of the LLC for each member. This account shall reflect increases or decreases of each member's distribution of profits or losses and expenses proportionate to their percentage interest in the LLC, and any decreases by account draws, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) Allocations and Distributions: Members shall not receive any allocations or distributions of LLC assets or losses, whether in property, cash, credits, or other items except as otherwise allowed by this agreement and, in any case, only if such distribution is voted upon and approved by a majority of the members.

(7) Allocations of Profits and Losses: No member shall be given priority or preference with respect to other members in obtaining a distribution or allocation of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) Allocation and Distribution of Cash to Members: Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with

each member's percentage interest in the LLC, as may be decided by a majority of the members.

(9) Allocation of Noncash Distributions: If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) Allocation and Distribution of Liquidation Proceeds: Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' distribution accounts, and all appropriate credits and deductions shall then be made to these distribution accounts before any final distribution is made in proportion to each members' percentage interest.

V. MEMBERSHIP WITHDRAWAL AND TRANSFER PROVISIONS

(1) Withdrawal of Members: A member may withdraw from this LLC by giving written notice to all other members at least 90 days before the date the withdrawal is to be effective.

(2) Restrictions on the Transfer of Membership:

The LLC reserves a first-right-of-refusal option to acquire the interest of any member who wishes to withdraw from the LLC. The LLC must give written notice of the LLC's intent to exercise its first-right-of-refusal option to the withdrawing member within the first 30 days of the member's written notice to withdraw, or the LLC first-right-of-refusal will be forfeit.

A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his

or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC.

Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. BUY-SELL PROVISIONS

(1) Any withdrawing member may sell their interest in the LLC, as provided:

(a) Any withdrawing member is entitled to receive any distribution to which such member is entitled under the articles of organization or the operating agreement, and, such member is entitled to receive the fair market value of such member's membership interest as of the date of resignation, providing such distribution will not lower the book value of the LLC assets below the current liabilities of the LLC, or if such distribution will make the LLC unable to pay its foreseeable bills as they become due. If the fair value of such member's interest cannot be distributed within a reasonable time after the withdrawal for these reasons, the LLC will pay for the withdrawing member's interest in installments as the LLC is able, or, if the LLC is unable to make installment payments as above, by signing a promissory note to the withdrawing member, to be paid at such time as the LLC is able as above.

Fair market value will be determined on a going concern basis, as established by an appraisal obtained and paid for by the LLC.

(b) If the withdrawal of the member is a breach of the operating agreement, or the withdrawal occurs as a result of otherwise wrongful conduct of a member, the LLC may

recover from the resigning member damages for breach of the operating agreement or as a result of the wrongful conduct, including the reasonable costs of obtaining replacement of the services that the resigning member was obligated to perform, and may offset the damages against the amount otherwise distributable to the resigning member, in addition to pursuing any remedies provided for in the operating agreement or otherwise available under applicable laws.

(2) Any person may be admitted as a member in the case of a person acquiring a membership interest directly from the LLC upon the unanimous consent of the members. Any new member shall sign a statement consenting to be bound by all terms of the current or an updated operating agreement, to which all existing members and their spouses have also agreed to be bound.

VII. DISSOLUTION PROVISIONS

(1) Events That Trigger Dissolution of the LLC: The following events shall trigger a dissolution of the LLC, except as provided:

(a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within 90 days of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;

(b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;

(c) the written agreement of all members to dissolve the LLC;

(d) entry of a decree of dissolution of the LLC under state law.

VIII. GENERAL PROVISIONS

(1) Officers: The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or noncompensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing

a return of part or all of members' capital contributions; and

- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address.

Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) Mediation and Arbitration of Disputes Among Members: In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute.

If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party

may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request.

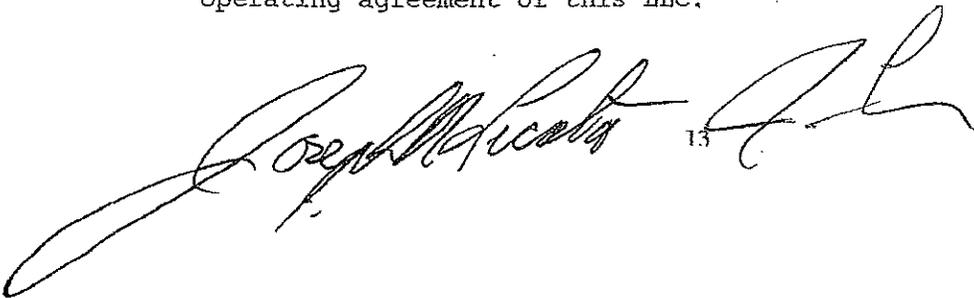
All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(5) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

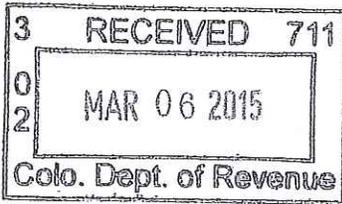
(6) Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

IX. SIGNATURES OF MEMBERS

(1) Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.



Two handwritten signatures are present at the bottom of the page. The signature on the left is written in cursive and appears to be 'Joseph M. Roberts'. The signature on the right is also in cursive and appears to be 'J. L.'. A small number '13' is written between the two signatures.



CR 0100AP (09/03/14)
 COLORADO DEPARTMENT OF REVENUE
 Registration Control Section
 PO Box 17087
 Denver CO 80217-0087

Colorado Sales Tax Withholding Account Application

You can now apply online, see page 3 for more information. If applying by paper, read the instructions (on page 4) before completing this form.

A 1. Reason for Filing This Application — Required
 Original Application Change of Ownership Additional Location

Do you have a Department of Revenue Account Number?
 Yes No If Yes, Account Number **27210556**

2. Indicate Type of Organization. If you are not an individual you must have a FEIN number.
 Individual Limited Liability Company (LLC) Corporation/'S' Corp. Government
 General Partnership Limited Liability Partnership (LLP) Association Joint Venture
 Limited Partnership Limited Liability Limited Partnership (LLLP) Estate/Trust Non-Profit (Charitable)

B 1a. Last Name or Business Name *Alternative Holistic Healing LLC* First Name Middle Initial
 1b. Proof of Identification (Requirements – See page 4)
 2a. Trade Name/ Doing Business As (If applicable, and for informational purposes only) *Rocky Mtn Organics LLC* 2b. FEIN (required) *27-1310170* 2c. SSN

Physical Place of Business
 3a. Principal Address (A Colorado address is required if a location in the state)
~~1300 W 90th Ave~~ *161 Arroyo Dr* City *Den* State *CO* Zip *80221*
 3b. County *Adams* 3c. If business is within limits of a city, what city?
 3d. Phone Number *(303) 829-2095*

Mailing address — enter mailing address here if different than the physical address
 4a. Last Name or Business Name First Name Middle Initial 4b. Phone Number
 4c. Mailing Address City State Zip

5. List specific products (you must list the products you sell) and/or services you provide and Explain In Detail in section 5a. below.
 Do you sell alcohol? Yes No Do you rent out items for 30 days or less? Yes No
 Do you sell tobacco products? Yes No Do you sell Prepaid Wireless? Yes No
 Is your business in a special taxing district? Yes No Do you sell medical marijuana? Yes No
 Do you rent motor vehicles for 30 days or less? Yes No Do you sell adult usage marijuana? Yes No

5a. List specific products and/or services you provide and Explain In Detail
retail marijuana

6a. Owner/Partner/ Corp. Officer Last Name *Licata* Owner/Partner/ Corp. Officer First Name *Joseph* Middle Initial *R.*
 6b. Title *Owner* 6c. FEIN 6d. SSN *522-74-0398* 6e. Phone Number *(303) 829-2095*
 6f. Address *1300 W 90th Ave* City *Den* State *CO* Zip *80221*
 7a. Owner/Partner/ Corp. Officer Last Name *Jr Licata* Owner/Partner/ Corp. Officer First Name *Jason* Middle Initial *M.*
 7b. Title *Owner* 7c. FEIN 7d. SSN 7e. Phone Number *(303) 949-9660*
 7f. Address *212 Elk Pl* City *Black Hawk* State *CO* Zip *80422*

If you acquired the business in whole or in part, complete the following:

8a. Prior Last Name or Business Name		First Name	Middle Initial	8b. Date of Acquisition (MM/DD/YY)	
8c. Address			City	State	Zip

C 1. If seasonal, mark each business month: Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

2a. Filing Frequency: If sales tax is collected: <input type="checkbox"/> \$15.00/ month or less — Annually <input type="checkbox"/> Wholesale Only — Annually <input type="checkbox"/> Under \$300/ month — Quarterly <input checked="" type="checkbox"/> \$300/ month or more — Monthly		2b. First Day of Sales (MM/DD/YY) 6-1-2015
---	--	--

3. Indicate which applies to you: <input checked="" type="checkbox"/> Retail-Sales <input type="checkbox"/> Wholesaler <input type="checkbox"/> Charitable <input type="checkbox"/> Retailers-Use	Revenue Registration Account Number (Dept. Use Only) 27210550-0002
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D	1. Filing frequency If wage withholding amount is W2 (Withholding of \$50,000 plus see Section D page 6) <input type="checkbox"/> \$1 - \$6,999/Year — Quarterly <input type="checkbox"/> \$7,000 - \$49,999/ Year — Monthly <input type="checkbox"/> \$50,000 +/- Year — Weekly	2. <input type="checkbox"/> W2 Withholding <input checked="" type="checkbox"/> 1099 Withholding
	1a. Filing frequency If wage withholding amount is 1099 (Withholding of \$50,000 plus see Section D page 6) <input checked="" type="checkbox"/> \$1 - \$6,999/Year — Quarterly <input type="checkbox"/> \$7,000 - \$49,999/ Year — Monthly <input type="checkbox"/> \$50,000 +/- Year — Weekly	2a. <input type="checkbox"/> Oil/Gas Withholding

3a. First Day of Payroll, if applicable (MM/DD/YY)	3b. Payroll Records Phone Number ()
--	--------------------------------------

E	Period Covered		Fees (see fees on page 3)			
	From MM/YY	To MM/YY				
			(0020-810)	State Sales Tax Deposit	(355) \$	00
	6/15	12/15	(0080-750)	Sales Tax License	(999) \$	8 00
		12/	(0100-750)	Wholesale License	(999) \$	00
			(1000-750)	Wage W2 Withholding	(999) \$	00
			(1020-750)	1099 Withholding	(999) \$	00
		12/	(0160-750)	Charitable License	(999) \$	00
Mail to and Make Checks Payable to: Colorado Department of Revenue, PO Box 17087 Denver, CO 80261-0087			Amount Owed \$		8 .00	

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.

F	I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.		
	Signature of Owner, Partner, or Corporate Officer Required <i>Joe Garcia</i>	Title <i>owner</i>	Date (MM/DD/YY) <i>3-6-15</i>

(See fees and additional information on page 3)

XFINITY Connect

jlicata15@comcast.net

± Font Size ±

Alternative Holistic Healing LLC RE: 161 Gregory Street, Central Valley CO

From : Brenna Page (SAC) <Brenna.Page@ioausa.com>

Mon, Mar 09, 2015 05:01 PM

Subject : Alternative Holistic Healing LLC RE: 161 Gregory Street, Central Valley CO

, 1 attachment

To : jlicata15@comcast.net

Dear Mr. Licata,

The \$5,000 Retail Marijuana Excise Tax Surety Bond for the 161 Gregory Street, Central Valley CO location is approved. The original bond is in the mail. As soon as I receive a copy of the executed bond from the Surety Company, I will forward it to you immediately.

If you need anything else or have any questions in the meantime, please do not hesitate to contact me.

Sincerely,

Brenna Page, Account Manager

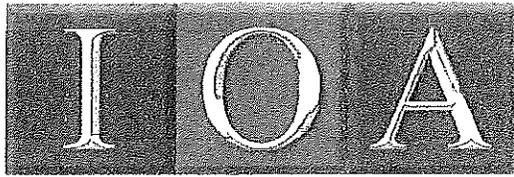
 IOA Logo - High Res
Jpeg

Bond Dept. - Sacramento, CA
877.857.6942 ext. 53017 Toll Free
916.692.7017 Direct Line
916.473.1797 FAX
E-mail: Brenna.Page@ioausa.com
Website: www.ioabonds.com
CA License# 0E67768

IMPORTANT - Spam Filters are in place on Insurance Office of America systems. If you do not receive an email response from your emails, please contact the person above via phone.

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INSURANCE OFFICE OF AMERICA

2180 Harvard Street, Suite 450

Sacramento, CA 95815

(916) 692-7017

CA LIC# OE67768

March 10, 2015

Alternative Holistic Healing LLC

5412 Hwy 119

Black Hawk, CO 80422

RE: \$5,000.00 Retail Marijuana Excise Tax Surety Bond

Dear Mr. Licata:

Your CO \$5,000.00 Retail Marijuana Excise Tax Surety Bond for the **161 Gregory Street, Central Valley, CO** location is approved. The original bond is in the mail and you should receive it soon.

As soon as our office receives an electronic copy of the executed bond, I will forward it to you immediately.

Please feel free to contact me with any questions or concerns.

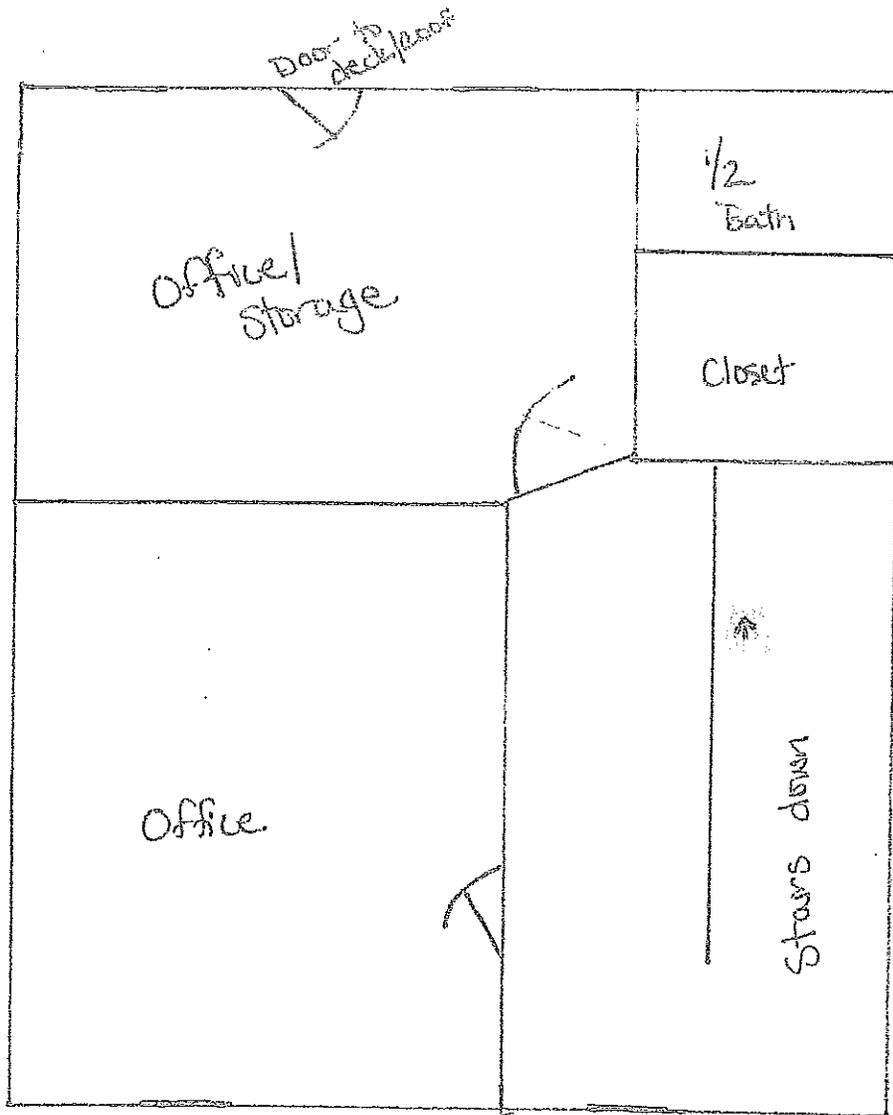
Sincerely,

A handwritten signature in black ink, appearing to read 'Brenna Page', written in a cursive style.

Brenna Page

Account Manager – Surety Bonds

2nd Floor



Restricted Access
Badged Employees Only

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

**KJE INVESTMENTS LLC., A COLORADO
LIMITED LIABILITY COMPANY**

Elizabeth J. Zimpel

By: Elizabeth J. Zimpel, Managing Member

John Zimpel

By: John Zimpel, Member

STATE OF COLORADO

}
} ss.
}

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 20th day of February, 2015, by Elizabeth J. Zimpel as Managing Member and John Zimpel as Member of KJE INVESTMENTS LLC., A COLORADO LIMITED LIABILITY COMPANY.

My Commission expires:

Witness my hand and official seal.

Kristina M Hurst
Notary Public

KRISTINA M HURST
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 10084034207
MY COMMISSION EXPIRES FEBRUARY 02, 2018

SPECIAL WARRANTY DEED

File # 1501-02083
HOMESTEAD *File*

MICHAEL M. NOYES, P.C.
A Professional Law Corporation
THE CENTERRA BUILDING
1873 S. BELLAIRE ST., #1200
DENVER, CO 80222
(303) 756-6789
FAX (303) 756-1234
EMAIL: MICHAEL@NOYESLAW.COM

August 7, 2014

To Whom it May Concern:

Re: Joseph R. Licata
Bankruptcy Case #: 14-13638 MEF.

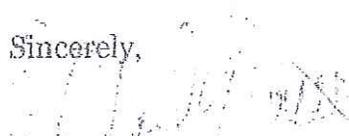
Dear Sir/Madam:

This letter confirms that I am the Bankruptcy attorney for Joseph Licata and he is presently in a Chapter 13 Bankruptcy case wherein his debts, including his \$4906 debt to the Department of Revenue, are being repaid according to his confirmed Chapter 13 Plan.

The Court Order confirming this Plan is attached.

Thank you.

Sincerely,


Michael M. Noyes

COB 215 v. conf. Debarbopetra006

IN THE UNITED STATES BANKRUPTCY COURT
District of Colorado,
HONORABLE Michael E. Romero

In re:

Joseph R. Licata

Debtor(s)

Case No.: 14-13638-MER

Chapter: 13

SSN/TID

Nos. xxx-xx-0398

ORDER CONFIRMING AMENDED CHAPTER 13 PLAN

IT HAVING BEEN DETERMINED AFTER NOTICE AND A HEARING:

1. That the Plan complies with Chapter 13 and all other applicable provisions of Title 11, United States Code;
2. That any fee, charge, or amount required under Chapter 123 of Title 28, United States Code, or by the Plan, to be paid before confirmation has been paid;
3. That the action of the debtor(s) in filing the petition was in good faith;
4. That the Plan has been proposed in good faith and not by any means forbidden by law;
5. That the value, as of the effective date of the Plan, of property to be distributed under the Plan on account of each unsecured claim is not less than the amount that would be paid on such claim if the estate of the debtor(s) were liquidated under Chapter 7 of Title 11, United States Code on such date; and
6. That the Plan complies with the provisions of 11 U.S.C. § 1325(a)(5) as to holders of secured claims.
7. That pending motions for valuation of real property collateral and determination of secured status under U.S.C. § 506 have been provided for by separate court order, if applicable.

IT IS ORDERED:

The Debtor(s)' AMENDED Plan filed on 5/22/2014 at (docket no. 22) is confirmed;

The Debtor(s) shall make payments in accordance with the terms of the Plan.

Creditors holding liens on property which the Plan specifies is to be surrendered by the Debtor(s) are hereby granted relief from the stay imposed by 11 U.S.C. § 362 and may enforce their rights in and to said property.

The assumption of executory contracts on the terms stated in the Plan is approved. If the plan provides for the rejection of an executory contract or unexpired lease, the party to the rejected executory contract or lease must file a proof of claim within 30 days of the date of the entry of this Order, failing which the claim may be barred.

Any hearing on confirmation is VACATED.

This order binds those creditors and parties in interest that have been served in accordance with applicable rules.

Dated: 7/18/14

BY THE COURT:

UNITED STATES BANKRUPTCY COURT

District of Colorado

In re Joseph Licata
Debtor

Case No. 14-13638

Chapter 13

DEBTOR'S CERTIFICATION OF COMPLETION OF POSTPETITION INSTRUCTIONAL COURSE CONCERNING PERSONAL FINANCIAL MANAGEMENT

Every individual debtor in a chapter 7, chapter 11 in which § 1141(d)(3) applies, or chapter 13 case must file this certification. If a joint petition is filed, each spouse must complete and file a separate certification. Complete one of the following statements and file by the deadline stated below:

I, Joseph Licata, the debtor in the above-styled case, hereby certify that on 04/29/2014, I completed an instructional course in personal financial management provided by Financial Education Services, Inc., an approved personal financial management provider.
(Printed Name of Debtor)
(Date)
(Name of Provider)

Certificate No. (if any): 14424-CO-DE-023294554

I, _____, the debtor in the above-styled case, hereby certify that no personal financial management course is required because of *(Check the appropriate box.)*

- Incapacity or disability, as defined in 11 U.S.C. § 109(h);
- Active military duty in a military combat zone; or
- Residence in a district in which the United States trustee (or bankruptcy administrator) has determined that the approved instructional courses are not adequate at this time to serve the additional individuals who would otherwise be required to complete such courses.

Signature of Debtor: /s/Joseph Licata

Date: 4/29/2014

Instructions: Use this form only to certify whether you completed a course in personal financial management. (Fed. R. Bankr. P. 1007(b)(7).) Do NOT use this form to file the certificate given to you by your prepetition credit counseling provider and do NOT include with the petition when filing your case.

Filing Deadlines: In a chapter 7 case, file within 60 days of the first date set for the meeting of creditors under § 341 of the Bankruptcy Code. In a chapter 11 or 13 case, file no later than the last payment made by the debtor as required by the plan or the filing of a motion for a discharge under § 1141(d)(5)(B) or § 1328(b) of the Code. (See Fed. R. Bankr. P. 1007(c).)

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property: There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.]* A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts that are Not Discharged

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

b18w_13ac COB Form #785 (06/10)

**United States Bankruptcy Court
District of Colorado**

**Case No. ~~09-28278-HRT~~
Chapter 13**

In re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Jason Michael Licata
aka(s), if any will be listed on the last page.
6711 Harlan Street
Arvada, CO 80003

Jennifer Denice Licata
aka(s), if any will be listed on the last page.
6711 Harlan Street
Arvada, CO 80003

Social Security No.:
xxx-xx-4188

xxx-xx-6900

Employer's Tax I.D. No.:

**DISCHARGE OF DEBTOR AFTER COMPLETION
OF CHAPTER 13 PLAN**

It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 1328(a) of title 11, United States Code, (the Bankruptcy Code).

Discharge Date: 10/25/13

BY THE COURT
s/Howard R. Tallman
United States Bankruptcy Judge

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 13 CASE

This court order grants a discharge to the person named as the debtor after the debtor has completed all payments under the chapter 13 plan. It is not a dismissal of the case.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 13 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt is provided for by the chapter 13 plan or is disallowed by the court pursuant to section 502 of the Bankruptcy Code.

Debts that are Not Discharged.

Some of the common types of debts which are not discharged in a chapter 13 bankruptcy case are:

- a. Domestic support obligations;
- b. Debts for most student loans;
- c. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- d. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- e. Debts for restitution, or damages, awarded in a civil action against the debtor as a result of malicious or willful injury by the debtor that caused personal injury to an individual or the death of an individual (in a case filed on or after October 17, 2005);
- f. Debts provided for under section 1322(b)(5) of the Bankruptcy Code and on which the last payment is due after the date on which the final payment under the plan was due;
- g. Debts for certain consumer purchases made after the bankruptcy case was filed if prior approval by the trustee of the debtor's incurring the debt was practicable but was not obtained;
- h. Debts for certain taxes to the extent not paid in full under the plan (in a case filed on or after October 17, 2005); and
- i. Some debts which were not properly listed by the debtor (in a case filed on or after October 17, 2005).

Liens that are Extinguished

Pursuant to 11 U.S.C. Section 506(d), if an Order entered in this case valuing a creditor's secured claim at \$0, the lien is extinguished by operation of law upon the entry of the debtor's discharge.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

Aliases Page

Debtor aka(s):

No Aliases for Debtor

Joint Debtor aka(s):

No Aliases for Joint Debtor



UNITED STATES BANKRUPTCY COURT

DISTRICT OF COLORADO

In re: Joseph R Licata)	Case No. 14-13638 MER
)	
)	
SS# 0398)	Chapter 13
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CERTIFICATE OF FILING CHAPTER 13 PLAN AND MOTION TO DETERMINE NOTICE

This certificate pertains an amended plan on May 22, 2014.

Joseph R Licata, Debtor herein, by and through his attorney of record, Michael M Noyes, submits the following certificate pursuant to L.B.R. 3015-1 and states as follows:

1. On March 25, 2014 the Debtor filed a petition for relief under Chapter 13 of the Bankruptcy Code, in the United States Court for the District of Colorado. Meeting of Creditors was held on June 2, 2014.
2. There were objections to the plan from the Trustee.
3. The amended plan resolves all of the Trustee's Objections.

The Debtor has served the Amended Plan on all parties and the Trustee.

The Movant requests that the court set the full objection period set forth in Fed. R. Bankr. P. 2002(b).

WHEREFORE, the movant prays for that the court forthwith enter an order setting forth the Notice period.

/s/ Michael M. Noyes
Michael M. Noyes (Bar # 23054)
A Professional Corporation
1873 S. Bellaire Street., Suite 1200
Denver, CO 80222
Telephone: (303) 756-6789

Date: May 22, 2014

① 402R-00151 - Applied ^{page 2} Received Rec. All through
 403R-00200 > Nov 2014 Jan, 2014 + in
 402-00061 > Mar 2013 - Mar 2013 Med Un Corp
 403-00082 > Mar 2013 - Mar 2013 Med > Elgin County.

Financial History

2 Joseph R Licata
 Chapter 7 - Discharged 9-2013 > Attached
 Chapter 13 in process

Jason M Licata
 Chapter 13 discharged

9 Compass Bank - Closed



To: Mayor and Council
From: Daniel R. Miera, City Manager
Date: April 21, 2015
Re: Staff Report

❖ **General**

- Conducted regular Staff Meeting (Weekly Management Team Meeting).
- Various meetings with staff and community members.

❖ **Legal**

- Worked with City Attorney McAskin to prepare Ordinance 15-02 for a first reading.
- Worked on proposal for the Sign Code Rewrite Project.

❖ **Finance / Human Resources**

- Reviewed applications for the Public Works Director position and prepared for Interviews.

❖ **Community Development**

- Worked with Greg Thompson of RG & Associates on planning-related work.
- Continued working with consultants to procure proposals for the construction of a Strategic Plan.
- Met with the property-owner group for Knights of Pythias to discuss next steps.
- Worked on Downtown Beautification project planning.

❖ **Intergovernmental**

- Met with Roger Baker to discuss the Maintain Central program and the Belvidere process.

❖ **Public Services**

- Worked with staff to plan and implement pieces of the 2015 Beautification Plan.
- Met with Royce and Shawn to discuss their working draft of a presentation for the upcoming Water Service Line Work Session.

City Clerk's Office

To: Mayor Engels, City Council, and Manager Miera

From: Reba Bechtel, City Clerk

Date: April 21, 2015

Re: Bi-weekly Report

- Reviewed application for **Alternate Holistic Healing LLC dba Rocky Mountain Organics** for Retail Marijuana at 161 Lawrence with Kathie Guckenberger, attorney.
- Prep for work session and Regular Council meeting.
- Ongoing work with Building Official and staff on abatement of KOP.
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records research, liquor, marijuana, and zoning information.
- **Important meeting dates:**
Tuesday, April 28 – Work Session at 6:30pm
Wednesday, April 29 – Work Session at 6:30pm for presentation of Historic Re-survey

To: Daniel R. Miera, City Manager
Cc: Mayor and Council
From: Abigail R. Adame, Finance Director
Date: April 21, 2015
Re: Staff Report

➤ **Finance**

- Participated in a webinar regarding financial reporting.
- Continued working on the annual gaming report.
- Prepared year-end projections for all departments.
- Deputy Finance Director processed Accounts Payable, bi-weekly payroll and all associated tax and retirement filings.
- Deputy Finance Director processed Accounts Receivable and prepared weekly deposits.

➤ **Human Resources**

- Held oral board interviews with Police Officer applicants.
- Made pre-employment job offers for the position of Police Officer contingent upon successful completion of a medical and pre-psychological exam.
- Coordinated interviews for the position of Public Works Director. The interviews will be held the week of April 20.

To: Mayor Engels, City Council, and City Manager

From: Royce McLain, Water Plant Manager

Date: April 21, 2015

Re: Bi-Monthly Report

- **Prospector's Run Pump Station** – After an exhaust fan malfunction (2-17), the pipes and valves inside pump house froze. The Water Department was able to get one of three pumps operational within 24 hrs. Since then, the broken control valve parts have been replaced and the system is back to normal. The work was completed by a combination of Water Dept. Staff and Ramey Environmental. Cost for parts and service was \$4,560. The exhaust fan has been isolated (turned off) for the remainder of the winter. We are giving thought to installing a temperature sensor so it can be monitored remotely via SCADA at the Water Plant.
- **RMWEA Advanced Water Class** – In March, Royce attend this short school to gain the required Continuing Education Credits for his “B” Level Water License. The Class provided some ideas for continued improvement of the water system, though budget will play a factor in implementation. New regulations and requirements from CDPHE were addressed as well, such as Total Coliform Rule requiring a minimum .2 mg/L Free Residual Chlorine in the distribution system instead of a trace amount which we already have that standard in place. Quarterly Tank Site inspections are going to be required so Water Dept. will do them monthly. This summer we will need to start surveying all of the Commercial Buildings for our Cross Connection Control Program. This may prove difficult due to the amount of buildings that are vacant and not accessible. In the future Council may have to look at and modify our enforcement code for penalties for buildings not complying with our Cross Connection Code.
- **Spring Street Pump Station** – Two new pumps have been installed that allow for more efficient operation. Ramey Environmental did the work. The final cost was \$13,272 for the two pumps within the budget amount of \$15,000.
- **Water Plant Backup Generator** – On 3-18-15, the Plant experienced a power outage, due to a large crow landing on the transformer. This caused the generator to turn on, which after running for a time then shut down due to a low coolant alarm. Water department personnel responded and remediated the issue. Since then Rocky Mtn. Power Generation Inc. has serviced and made necessary repairs to all backup generators.

- **Chase Dam** – The Toe Drain Project is moving forward. Water Dept. staff graded the crest of the dam, located survey monuments and marked them. Flat Iron Survey did the required surveying of the monuments as other points requested by the Deere & Ault Engineer the week of 3-30-15.
- **Water Treatment Plant** – Starting to update/create O&M manual, update Sample Monitoring Plan and data collection procedures to be more accurate. Staff continues to operate and maintain the plant and is preparing for the “Run Off” and the treatment hurdles it brings.
- **Raw Water Accounting** – In the very near future due to some Water Court influences the City may/will need to increase how often we get raw water meter reads. This same issue may include replacing our meter at “Hole In The Ground” Reservoir, installing solar power and some form of telemetry to link the meter to the Water Treatment Plant. The Raw Water Diversions will probably incur the same requirements for metering and power. I’m not sure as to the cost or when it will be required. I will advise when I get more information and direction from the Water Attorney and Raw Water Accountants.

To: Daniel Miera, City Manager

From: Terry Krelle, Police Chief

Date: 04/16/15

Subject: Bi-Weekly Report



Attended Senior Staff Meetings

Completed normal administrative duties, processed and filed paperwork

Worked on updating the Policy and Procedure manual and will be obtaining the Lexipol software to help provide legally defensible policies. This will also allow us to obtain our accreditation through the Colorado Association of Chiefs of Police for professional standards.

Officer Berghahn has tendered his resignation effective the last week of April; he is going to Elizabeth PD for a sizeable pay raise (12,000 per year) and a take home car. We wish him well.

Worked with Sgt. Stanton on the police officer oral boards, these were conducted on 04/15. We have determined the top two candidates that will be sent to pre-offer psychological assessment. Upon successful completion, both will be given conditional job offers.

Due to the loss of another officer, we will be doing deep service cuts in our hours of operation until we can get more personnel on the street. Due to this I worked a 7pm to 7am shift to provide shift coverage.

Went to WANCO with Aaron from Public Works to look at radar and sign trailers.

I testified before the State Senate in opposition to SB 15-231 regarding the disarming of Division of Gaming officers.

I have attended several meetings, including work sessions and Council meetings throughout the period.