CITY OF CENTRAL, COLORADO
NOTICE OF A REGULAR MEETING of the CITY COUNCIL to be held on
Tuesday, September 1, 2015 @ 6:00 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.

6:00pm Council Meeting
1. Call to Order.
2. Roll Call. Mayor Ron Engels
   Mayor Pro-Tem Kathy Heider
   Council members Shirley Voorhies
                   Glo Gaines
                   Judy Larratta

EXECUTIVE SESSION – Pursuant to C.R.S. 24-6-402(4)(e) for the purposes of developing positions relative to matters that may be subject to negotiations; developing strategies for negotiations; and instructing negotiators regarding property located on Gregory Street in Central City held at 6:00pm in lieu of 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 August 6, 13, 20, 27; and
   City Council minutes: August 4, 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.

LOCAL LICENSE AUTHORITY – (Central City Retail Marijuana Store Licensing Authority)
7. Growhouse Central City LLC 171 Lawrence for a Retail Marijuana License (Bechtel)

SECOND READING AND PUBLIC HEARING –
8. Ordinance No. 15-06: An ordinance amending Article 6 of Chapter 6 of the City of Central Municipal Code regarding Entertainment Districts. (McAskin)
ACTION ITEMS: NEW BUSINESS –

9. Appoint Alternate to Planning Commission – Applicants: Ernie Van Deuchen

10. Central City Promise Program Request – Tyrus Schmalz (Miera)

11. Resolution No. 15-17: A resolution of the City Council of the City of Central, Colorado ratifying the City Manager’s Conditional approval of the modified Revocable Access Permit for the Parkway Plaza LLC property. (Thompson)

12. Resolution No. 15-18: A resolution of the City Council of the City of Central, Colorado awarding a BID for City Project No. 2015F-01 – Central city Parkway Flood Repair Project. (Hoover)

REPORTS –

13. 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 September 15, 2015.

Posted 8/28/15

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
8/26/2015

<table>
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<tr>
<th>Description</th>
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<td><strong>Total Beginning ENB Cash on Hand 07/29/15</strong></td>
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<td>Deposits to ENB</td>
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<tr>
<td>Wires Out ENB</td>
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<tr>
<td>Cleared Checks</td>
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<td><strong>8/26/2015</strong></td>
<td><strong>363.94</strong></td>
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<tr>
<td>Less previously approved &amp; outstanding</td>
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**TOTAL CASH ON HAND 08/26/15** 916,021.36
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TOTAL for Credit Cards  3,683.72

Total for All Cards  3,683.72
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CALL TO ORDER
A regular meeting of the City Council for the City of Central was called to order by Mayor Engels at 6:00 p.m., in City Hall on August 4, 2015.

ROLL CALL
Present: Mayor Engels
       Mayor Pro Tem Heider
       Alderman Voorhies
       Alderman Gaines
       Alderman Laratta

Absent: None

Staff Present: City Manager Micra
             City Clerk Bechtel
             Attorney McAskin
             Public Works Director Hoover
             Fire Chief Allen
             Contract Planner/HPO Thompson

EXECUTIVE SESSION
Mayor Pro Tem Heider moved to go into Executive Session pursuant to C.R.S. 24-6-402(4)(b) and (4)(e) to discuss specific legal questions and to instruct negotiators concerning pending water rights cases concerning the City of Central. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

At 7:03 p.m., Mayor Engels reconvened regular session.

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 July 9, 16, 23, and 30; and the City Council minutes for the meetings on July 7 and 21, 2015. Alderman Laratta seconded. Alderman Gaines questioned the shuttle fee for the Pit Rally Event. City Manager Miera explained that the Pit Rally event contract fees paid for the shuttle service. When Mayor Engels called the question, the motion carried unanimously.
PUBLIC FORUM/AUDIENCE PARTICIPATION
No one requested time to address the Council.

BOARD OF ADJUSTMENT
At 7:10 p.m., Alderman Gaines moved to convene as the Board of Adjustment. Mayor Pro Tem Heider seconded, and without discussion, the motion carried unanimously.

Alderman Gaines moved elect Mayor Engels as Chairperson. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Resolution No. 15-BOA-01: A resolution of the Board of Adjustment of City of Central, Colorado approving a variance request submitted for property known as the Shores Residence, and setting forth Findings of Fact.
Contract Planner/HPO Thompson explained that the applicant is proposing to build a new home on the north side of Eureka Street, Lots 19 and 20 (the “Subject Property”). And provided the following background: the Subject Property is located in the Medium Density Residential (MDR) zone district; and the size of the home proposed to be constructed on the Subject Property is approximately 20’-8” x 50’-0” with a small courtyard on each end and a covered 6’ deep porch across the full length of the front. The HPC reviewed the plans at its June 10, 2015 meeting and approved the plans as presented with a condition of approval that a variance be granted allowing a 6’6” front yard setback; a 25’ minimum front yard setback is required per the table set forth in Section 16-2-60 of the Code.

The Board may grant a variance only if it makes findings that all of the following requirements, insofar as applicable, have been satisfied:

a. That there are unique physical circumstances or conditions such as irregularity, narrowness, or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affected property;

b. That the unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located;

c. That, because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of [Chapter 16 of the Municipal Code];

d. That such unnecessary hardship has not been created by the applicant;

e. That the variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, or substantially or permanently impair the appropriate use or development of adjacent property; and

f. That the variance, if granted, is a minimum variance that will afford relief and is the least modification possible of the provisions of [Chapter 16 of the Municipal Code] which are in question.
In addition, the concurring vote of four (4) members of the Board is required to approve a variance (reference Section 16-8-60 of the Code).

HPC - The Historic Preservation Commission reviewed and approved the building elevations and site plan for the Subject Property at its June 10, 2015 meeting and approved the request, subject to a condition that a variance for the front yard setback was obtained from the Board.

**Subject Property and Site Observations**
- The topography of the site slopes steeply from the north to the south towards the street.
- The site contains several existing rock walls and the proposed structure integrates one of the existing rock walls into the back wall of the structure.
- The proposed design minimizes the impact to the existing site walls and topography.
- The proposed front porch canopy, encroaches into the 25’ front yard setback by approximately 18’-6’.

**Design Guidelines**
- Municipal Code, Chapter 16 Zoning - Medium Density Residential (MDR)
  - 16-2-60 Yard and bulk requirements.
  - 16-8-110(2) Variance Criteria
- Design Guidelines for Central City – September 28, 1993
  - Chapter 3, Guideline 25
  - Chapter 3, Guideline 27
  - Chapter 3, Guideline 41
  - Chapter 12 Eureka/Prosser Street Residential Neighborhood Goals

**Analysis of Variance Criteria**

a. That there are unique physical circumstances or conditions such as irregularity, narrowness, or shallowness of lot, or exceptional topographical or other physical conditions peculiar to the affected property;

   *As discussed above, the Subject Property slopes steeply from the north to the south.*

b. That the unusual circumstances or conditions do not exist throughout the neighborhood or district in which the property is located;

   *The Subject Property has site development constraints that do not exist throughout the MDR zone district.*

c. That, because of such physical circumstances or conditions, the property cannot reasonably be developed in conformity with the provisions of [Chapter 16 of the Municipal Code];

d. That such unnecessary hardship has not been created by the applicant;

   *The steep slope of the Subject Property and existing rock walls were not created by the applicant.*

e. That the variance, if granted, will not alter the essential character of the neighborhood or district in which the property is located, or substantially or permanently impair the appropriate use or development of adjacent property; and

   *The variance, if granted, will not substantially or permanently impair the appropriate use or development of adjacent property.*
f. That the variance, if granted, is a minimum variance that will afford relief and is the least modification possible of the provisions of [Chapter 16 of the Municipal Code] which are in question.

The requested variance is the minimum variance that will afford relief.

Geoff Harris, architect and Steven Shores, applicant were present to answer any questions. Mr. Harris explained that they have worked to maintain existing Cornish walls on the site and have used them to design the home. The home will be set back 12 feet with the porch which has an open face set back 6 feet 6 inches from the front wall.

Alderman Gaines moved to approve Resolution No. 15-BOA-01: A resolution of the Board of Adjustment of City of Central, Colorado approving a variance from setback requirements under the City’s Zoning Ordinance based on a Finding of the Board that the variance application meets all of the approval criteria set forth in Section 16-8-110(2) of the Zoning Ordinance, as more specifically set forth in the Board of Adjustment Communication Form dated July 30, 2015. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

Alderman Voorhies moved to return to regular session. Alderman Gaines seconded, and without discussion, the motion carried unanimously.

**ACTION ITEMS: NEW BUSINESS**


Attorney McAskin gave the background as follows:

Ordinance No. 15-06 proposes amendments to Article 6 of Chapter 6 of the Central Municipal Code concerning entertainment districts and the hours of operation of a common consumption area.

The amendment would remove the limitation currently set forth in Section 6-6-80(c)(6) which prohibits the consumption of alcoholic beverages in any common consumption area after 10 p.m. and would further amend the Municipal Code to allow a promotional association to request extended hours of operation between 2:00 a.m. and 7:00 a.m. as part of its application for designation as a common consumption area.

In addition, Section 6-6-70(b)(6) is amended to require a promotional association to specifically identify any portion of the common consumption area that is proposed to be located outside (out of doors) and to provide a detailed description of the promotional association’s plan to comply with the maximum db(A) levels established in Section 7-2-210(a) of the Municipal Code (“Maximum Permissible Noise Levels”).

City Council considered this topic at the July 21, 2015 work session.

The proposed amendments to Article 6 of Chapter 6 of the Municipal Code as set forth in Ordinance No. 15-06 include the following:

- Amend Article 6 of Chapter 6 of the Municipal Code concerning entertainment districts by removing the current 10:00 p.m. limitation on hours of operation of a common consumption area
- Amend Article 6 of Chapter 6 of the Municipal Code to allow a promotional association to request extended hours of operation between 2:00 a.m. and
7:00 a.m. as part of its application for designation as a common consumption area.

- Amend Article 6 of Chapter 6 of the Municipal Code concerning entertainment districts to require the applicant (a promotional association) to specifically identify any portion of the common consumption area that is proposed to be located outside (out of doors) and to provide a detailed description of the promotional association’s plan to comply with the maximum db(A) levels established in Section 7-2-210(a) of the Municipal Code ("Maximum Permissible Noise Levels"). The burden of proof for this requirement will be on the applicant.

C.R.S. § 12-47-301(11) authorizes the expanded consumption of alcohol within common areas located within designated entertainment districts that are established by local jurisdictions. Pursuant to Ordinance No. 12-06, the City Council established the Central City Entertainment District and authorized the licensing of designated common consumption areas. The City’s Entertainment District regulations are codified in Article 6 of Chapter 6 of the Municipal Code.

In accordance with C.R.S. § 12-47-301(11)(f), a local licensing authority may set hours during which a common consumption area and attached licensed premises may serve alcohol. The Liquor Enforcement Division of the Colorado Department of Revenue, in consultation with the Colorado Attorney General’s Office, issued Bulletin 14-01 dated October 1, 2014, which bulletin concludes that a local licensing authority has the authority to set hours of operation outside of the 2:00 a.m. to 7:00 a.m. restriction set forth in C.R.S. § 12-47-901(5)(b).

Attorney McAskin added that a Promotional Association is required to be made up of two or more liquor licenses.

Mayor Pro Tem Heicer deferred to those on Council that live closer to the downtown area.

Alderman Voorhies moved to adopt Ordinance No. 15-06: An ordinance amending Article 6 of Chapter 6 of the City of Central Municipal Code regarding Entertainment Districts on first reading and set the Public Hearing for September 1, 2015 at 7:00 p.m. Alderman Laratta seconded, and without discussion, the motion carried unanimously.

STAFF UPDATES
City Manager Miera responded to Council questions on the following:
FEMA Project – since we have yet to award the BID for the work, we want to make this request now in the event that we may need additional time to complete the project
Xcel Project on Eureka – delays due to the culvert with cables that need to be sorted out. Staff is working with them to move this to completion.
Pit Rally – Staff had a debriefing with the organizers and there were considerable improvements this year. They will work with the Opera to schedule a date for 2016 that does not conflict with other car events.

COUNCIL COMMENTS
Alderman Gaines offered congratulations to Main Street Commission for receiving a designation as a Main Street Community.

Alderman Voorhies noted that progress is being made on the stabilization to the Knights of Pythias.
Mayor Pro Tem Heider informed Council that an Ad Hoc Committee had met to discuss renovations to the Belvidere. The County expects to hear before the end of August if they will receive an Assessment Grant and the next step is to clear the contents.

City Manager Miera added his compliments to the Police and Fire Departments for outstanding work on July 4th and to Public Works for all their extra effort with events.

PUBLIC FORUM/AUDIENCE PARTICIPATION
Barbara Thielemann, 101 H Street, on behalf of the many volunteers read the announcement from DOLA of the four cities accepted as a Main Street community. Mayor Engels expressed congratulations to Barb and all those involved.

EXECUTIVE SESSION
At 7:54 p.m., Mayor Pro Tem Heider moved to adjourned into Executive Session pursuant to C.R.S. 24-6-402(4)(e) to determine positions relative to matters that may be subject to negotiations; to develop strategy for negotiations and to instruct negotiators regarding city shuttle/transportation service. Alderman Voorhies seconded, and without discussion, the motion carried unanimously.

The next Council meeting is scheduled for September 1, 2015 at 7:00 p.m.

Ronald E. Engels, Mayor
Reba Bechtel, City Clerk
AGENDA ITEM # 7

CITY COUNCIL COMMUNICATION FORM

RETAIL MARIJUANA STORE APPLICATION
STAFF REPORT

TO: Central City Retail Marijuana Store Licensing Authority
FROM: Reba Bechtel, City Clerk
DATE: September 1, 2015
APPLICANT: Alternate Holistic Healing LLC dba Rocky Mountain Organics

I. APPLICATION SUBMITTED FOR REVIEW

On August 4, 2015, the Central City ("City") received a complete 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: August 6, 2015

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).
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 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

None

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.
On August 4, 2015, Growhouse Central City LLC dba Growhouse Central City ("Applicant") submitted to the City Clerk a complete application seeking a license for a new retail marijuana store for premises located at 171 Lawrence 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]- Craig Clark

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-Police Sergeant Stanton 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-Police Sergeant Stanton 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 Growhouse Central City LLC dba Growhouse Central City 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.
RETAIL MARIJUANA LICENSE APPLICATION

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

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

License Fee Paid: $2,600 new/$250 conversion/$1,600 renewal/$760 Transfer

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: Growhouse Central City LLC

Trade Name of Applicant (doing business as), if any: Growhouse Central City

Address of Proposed Licensed Premise ("Premise")

171 Lawrence Street

City  Central City  CO  80427

Street Address  City  State  Zip Code

Applicant Mailing Address (if different from Premise location): 2200 S. Valentina St. Denver, CO  80231

Street Address  City  State  Zip Code:

Applicant Telephone: 720-840-7694  Applicant Email Address: craig@pillows.com

City Sales & Use Tax License No: 08-28-15-01  State Sales Tax License No: 38616  18-0000-0000-FEIN: 47-1699705

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.

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Name and business cell number of on-site business manager and all other managers:

Mike Swisher 303-883-3054.

Are any of the individuals or persons listed above 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).

<table>
<thead>
<tr>
<th>N/A</th>
<th>NAME</th>
<th>DATE OF BIRTH</th>
<th>FEIN OR SSN</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

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 of completed any portion of a sentence for a felony within the past five years?  

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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)

<table>
<thead>
<tr>
<th>Person's Name</th>
<th>Name and Location of Court</th>
<th>Charge convicted of</th>
<th>Sentence</th>
<th>Date of Sentencing</th>
<th>Last date of incarceration (parole/probation)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

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?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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 licenses in any other jurisdiction?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Name:  
Address:  
Type of Business:  
Date/ License #:  
Explain: A complete list of marijuana business licenses is attached.

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?  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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 X 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 a 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:

<table>
<thead>
<tr>
<th>Landlord</th>
<th>Tenant</th>
<th>Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>CWC Holdings, LLC &amp; Abby Clark Holdings, LLC</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 premises location the only location that is affiliated with this business?

   Yes X No

   If there is another location associated with this business entity, please list all other premises location addresses both in and outside of Central City. All dispensaries, grow locations and MIPS which operate in concert to form this business entity:

   Growhouse Central City, LLC will only own this dispensary location. The principal member of Growhouse Central City, LLC owns other dispensaries. The complete list of said dispensaries is attached.

   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 8 of the Municipal Code and any other applicable law, rule or regulation, to include without limitation special area 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 X No

   If yes, what items will be sold? Edibles, concentrates, and topicals

12. Does Applicant have a control plan to prohibit on-site use of marijuana?

   Yes X 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 X 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 X No
16. Is Applicant familiar with Central City's hours of operation? X Yes __ No.

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

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

19. Does the Applicant have a current City business and sales tax license? X 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: 7/7/18

FOR CITY INTERNAL USE ONLY: 7/5/15

POLICE DEPARTMENT REVIEW (Date Sent) ________ AS TO BACKGROUND CHECK OF ALL RELEVANT PERSONS AS SET FORTH IN 1A OPERATING PLAN, SECURITY PLAN, LIGHTING PLAN AND OPERATING CHARACTERISTICS.

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

PLANNING REVIEW (Date Sent) ________ AS TO USE IN PROPOSED LOCATION.

ISSUANCE IS RECOMMENDED TO BE: APPROVED DENIED Initials: ______

FIRE DEPARTMENT REVIEW (Date Sent) ________ AS TO HEALTH/SAFETY REGULATIONS.

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

Fees Paid: _________ 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: _________

4.
GROWHOUSE CENTRAL CITY

Retail Marijuana Business License – Required Attachments
Retail Marijuana Store

Central City
State of Colorado
GENERAL OPERATIONS PLAN
Growhouse Central City's General Operations Plan provides a general outline of the practices that will be employed at the Retail Marijuana Store ("RMS") in Central City.

ANTI-PERSONNEL DEVICES
Growhouse Central City will not, under any circumstance, employ anti-personnel devices or mechanisms that would impede entry to the premise by emergency responders.

RETAIL MARIJUANA STORE
Growhouse Central City will procure tested retail recreational marijuana products from fully licensed recreational retail cultivation and manufacturing licensees throughout the State of Colorado. Retail marijuana product acquired under the RMS license will be sold to adults 21 years of age or older with valid identification and strict adherence to Central City and the State of Colorado's laws and regulations.

PRODUCTS, OPERATIONS AND SERVICES PLAN
Growhouse Central City will offer a full suite of standardized marijuana product offerings including raw marijuana, extractions, pre-filled vaporizer pens, sublingual lozenges, transdermal patches, and topical treatments and lotions. The product mix will be based on available science, regulations, consumer demand, and availability of safe and affordable product on the wholesale market.

DETERMINING PRODUCT MIX AND QUANTITIES
Using the knowledge of phytocannabinoids, terpenoids, flavonoids and phytosterol constituents of marijuana and laboratory test results from each product manufactured, the General Manager will select which products to feature in the RMS.

PRODUCT MIX
Growhouse Central City acknowledges that each consumer responds to different cannabinoid profiles and ingestion delivery methods, and for this reason is committed to consistently providing a full spectrum of each. The products and services that will be provided and described herein are chosen based on the company’s discussions with their marijuana industry advisor and through research and analysis of whether the product is safe, effective and in demand. Growhouse Central City’s product mix, including dried marijuana and infused products, is detailed in the following sections.

Dried Marijuana Product
Growhouse Central City will procure dried marijuana product from fully licensed retail cultivation centers throughout the State of Colorado. The RMS staff will use all efforts to educate consumers on the general effects of the strain selection, consumption methods and dosing.

Growhouse Central City
Page 2 of 13
Marijuana Extract Oil
Marijuana extract oil is a mix of essential oils and resins extracted from mature marijuana flowers through the use of various solvents such as water, butane and CO2. Marijuana extract oil will be available for sale to adults 21 years of age or older with valid identification in a ready-to-use form along with the further processed infused products included in this plan. The company will ensure that all marijuana extract oil products have been appropriately decarboxylated prior to the sale from the RMS, in accordance with all State and local laws and regulations.

Prefilled Marijuana Extract Oil Vaporizers
The ingestion of marijuana extract oils through vapor inhalation eliminates the ill effects surrounding the consumption of combusted plant material, which create smoke and carcinogens and can lead to health issues. Vapor inhalation allows consumers to ingest a high dose of product in a short amount of time with immediate effect onset. Studies have shown that vaporization is close to twice as efficient as smoking\(^1\) in converting plant material to active cannabinoids and can increase the yield of anti-inflammatory terpenoids, which can protect the lungs from irritation\(^2\). To ensure a variety of options for consumers preferring this ingestion method, Growhouse Central City will carry a variety of vaporizers.

Pre-dosed marijuana oil vaporizers are filled with premeasured doses of marijuana extract oil, which will provide consumers a convenient and consistent delivery method. Vaporizer units will be purchased based on safety, price, quality, warranty, availability, customer preferences, and other considerations.

Ingestible And Sublingual Delivery Methods
Growhouse Central City will provide marijuana infused products in a variety of strengths and cannabinoid profiles to adults 21 years of age or older with valid identifications. Ingestible marijuana infused products offer the benefits of cannabinoids without the combustion of plant material. Growhouse Central City will not provide nor promote the use of ingestible marijuana products that are appealing to children. Ingestible product offerings include pills and capsules and infused cooking oils for home use as described in the following:

Pills and Capsules
The company will provide strictly dosed marijuana extract oil capsules, including those housed within a time-release coating for dosing over an extended period of time. Marijuana extract oil capsules provide an effective, consistent and discreet ingestible option for adults 21 years of age or older with a valid identification.

\(^{1}\) http://www.canorm.org/healthfacts/Second-Study-Shows-Vaporizers-Drastically-Reduce-Toxins-in-Marijuana-Smoke


Growhouse Central City
Page 3 of 13
Cooking Products
The company will also provide a small variety of cooking related marijuana infused products, such as olive oil and honey, which allow consumers to incorporate marijuana in with their own cooking.

Tinctures
Alcohol based and glycerin based tinctures will be provided in a variety of application methods including drops and sprays. The number of drops or sprays a consumer places under the tongue where the product is rapidly absorbed into the arterial system easily achieves dosage control.

Lozenges
Sublingual tablets and lozenges are typically provided in a multipack with each tablet or lozenge having a lower dosage amount, allowing consumers to gradually obtain optimal effects in a highly controlled manner.

Topicals Including Transdermal Patches
Transdermal products offer consumers a discreet, efficient and healthy method of ingestion. Cannabinoids interact with CB1 and CB2 receptors that are found in the skin and the transdermal effect of topical products has been reported by many consumers as very effective. When combined with a skin penetrating organic solvent, transdermal marijuana applications have shown an efficacy rate three times that of ingestion from smoking or from edibles via digestion. To ensure a variety of options for consumers preferring this ingestion method, Growhouse Central City will procure transdermal patches, lotions, oils, creams and salves. Topical products will be packaged in compliant containers and will be further packaged and labeled in accordance with all State and local laws and regulations.

PREVENTION OF UNDESIRABLE MICROORGANISMS AND HARMFUL MOLD
General Storage Requirements
The General Manager in coordination with unit managers and quality control unit is responsible for compliance of all storage areas by ensuring the following:

1. All marijuana and marijuana products must be stored in an enclosed and locked facility where no toxic or flammable materials are kept.

2. Adequate lighting, ventilation, temperature, humidity, space, and equipment must be provided in all marijuana and marijuana product storage areas with oversight by the quality control unit.

3. Separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed must be provided in each unit.

4. All storage areas must be maintained in a clean and orderly condition.

5. All storage areas must be kept free from infestation by insects, rodents, birds, and pests of any kind.
Secure Product Storage Required
The General Manager in coordination with the security consultant and unit managers shall be responsible for monitoring and restricting access to secure storage of marijuana. The General Manager shall develop, implement, and maintain storage area procedures that ensure the following processes:

1. All marijuana in the process of preparation, transport, or analysis must be housed and stored in such a manner as to prevent diversion, theft, or loss.

2. Any marijuana items such items must be accessible only to the minimum number of specifically authorized agents essential for efficient operations.

3. Access to marijuana products is restricted by the General Manager. Only necessary personnel must receive access rights to areas housing security equipment, marijuana, marijuana products or cash.

4. All marijuana and marijuana products must be stored separately with suitable identification the labels and other labeling materials for each type of marijuana or marijuana product, and the different strength, dosage form or quantity of contents.

Product Storage Areas Must Remain Secured At All Times
All agents must ensure that safes, vaults, and any other equipment or areas used for the production, processing, or storage of marijuana and marijuana products are securely locked and protected from entry at all times, except for the actual time required to remove or replace marijuana. The General Manager must ensure that adequate surveillance of storage area is provided and the camera’s field of view is not obstructed.

Environmental Control Required
The General Manager in coordination with the unit managers must ensure that storage areas holding marijuana and marijuana products are maintained to be dry, well ventilated, and have sufficient insulation or other temperature-control features to avoid extreme temperature fluctuations. Growhouse Central City will incorporate a humidifier or de-humidifier if needed to ensure product quality. Storage areas must utilize and maintain carbon filtration or other means of odor control as necessary.

High Contamination Risk Product Storage And Transportation
Products that can support the rapid growth of undesirable microorganisms as determined by the unit manager or quality control unit must be held in a manner that prevents the growth of these microorganisms.

1. Storage and transportation of finished products must be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of them or their container.

2. The unit manager and transportation manager in coordination with the quality control unit must ensure that all high-risk products are safely stored and transported.
WATER DISCHARGE
Growhouse Central City's RMS does not produce run-off or waste water that will be discharged into the wastewater system of the town of Central City. For this reason a plan specifying compliance with limitations on discharge into the wastewater system of the Town of Central City is unnecessary. If at any time during operations this statement is no longer valid, Growhouse Central City will implement a waste plan that ensures strict adherence to the Town of Central City's wastewater discharge policies.

SAFETY RULES
These safety rules are designed to provide agents with knowledge of the recognized and established safe practices and procedures that apply to many of the work situations encountered while employed at Growhouse Central City. It would be impossible to cover every work situation. If you an agent is in doubt about the safety of any condition, practice or procedure, they are required to consult their unit manager for guidance.

Accident Reporting
Report all accidents or near misses to your unit manager immediately. Falsification of company records, including employment applications, time records or safety documentation will not be tolerated.

Hazard Reporting
Notify a unit manager immediately of any unsafe condition and/or practice.

Alcohol or Illegal Drugs
No illegal drugs or alcohol are allowed on the worksite. Agents must notify their unit manager if they are taking any prescription drugs that might affect their work performance.

Chemical spill/Gas leak
Growhouse Central City does not utilize any highly toxic chemicals in our operations and does not use any gas outside of normal gas provided by the local utility. Gas leaks in any facility require an immediate evacuation until the fire department clears the facility.

PERSONNEL TRAINING, ACCESS AND INSPECTION

Agent Registration Required
Agents of Growhouse Central City must meet all requirements and be properly registered in accordance with State and local requirements.

Adherence to Law and Regulation Required
It is Growhouse Central City policy to terminate any agent if they are found to have violated any provision of law or regulation and to report any such violation to the State enforcement agency and law enforcement as appropriate and in accordance with company termination policies.
Adherence to Company Policy Required
All agents are subject to all applicable policies established by Growhouse Central City or as otherwise directed by management at any other time.

Incident Training Required
All agents must be required to receive incident management training upon hiring and annually in accordance with company policy.

Unique Personnel Codes
The Human Resources Manager or General Manager will supply each agent with a unique alarm code to document entry and egress.

Keys and Access Codes Must Remain Secure
Agents are prohibited from leaving keys unattended at any time. All keys and security codes must be kept secure and inaccessible to any unauthorized person.

Panic Alarms Required
The General Manager will determine which agents required to wear a panic button on their person at all times, which will initiate an audible alarm signal generated by the manual activation of the device intended to signal a life threatening or emergency situation requiring the response of law enforcement.

Inspections Required
The General Manager or his or her designee must inspect all Growhouse Central City facilities quarterly to identify potential hazards using the OSHA Self-Inspection Checklist. A responsible party must be assigned to correct all hazards as soon as possible. If the hazard is extreme, the inspector in his or her discretion may contact the General Manager

EMERGENCY PROCEDURES

Notification and Recordkeeping
In the event of any emergency incident, the appropriate documentation must be maintained and the necessary State and local enforcing agencies notified within the required timeframe.

CO2 Alarm
If a CO2 alarm does sound, take note of the time and evacuate the area.

Smoke Detector
If a single smoke detector sounds, investigate the area where the unit is located to determine if there is a fire. If a small fire is present, use a fire extinguisher to putout the fire. If a large fire is present, evacuate the building and notify the local fire department immediately. If there is not a fire, investigate the smoke detector as it may be dysfunctional.
If multiple smoke detectors sound, evacuate the building immediately and contact the local fire department. Depending on the level of the fire, the facility’s fire suppression system may be activated. Wait outside at a safe distance from the building until the fire department arrives and provides further direction.

**VENTILATION PLAN**

**VENTILATION SYSTEMS**
Each unit manager must ensure each facility:

1. Has adequate and properly balanced ventilation;
2. All intake fans must be equipped with UV and insect filters maintained in accordance with manufacturer recommendations;
3. Dehumidifier equipment must be installed and maintained as necessary.
4. Contains equipment for adequate control over air pressure, microorganisms, dust, humidity and temperature when appropriate for the packaging or holding of marijuana or marijuana products;

**VENTILATION REQUIREMENTS**
Growhouse Central City will ensure that its ventilation systems and devices are sufficient in number and capacity to prevent the smell of marijuana outside of the RMS.

**ODOR CONTROL EQUIPMENT**
1. The General Manager must ensure the regular maintenance of odor control equipment: including regular cleanings and filter replacements as often as required.
2. Odor control equipment must employ activated carbon filtration and be serviced according to manufacturer’s recommendations.

**REGULATED MATERIALS PLAN**

**REGULATED MATERIAL STORAGE AND VOLUME**
All regulated materials will be stored in a single lockable, fireproof utility cabinet intended for the storage of toxic, flammable and other regulated materials. This utility cabinet will be located in a limited access area on the RMJ premise. The General Manager will hold keys to this utility cabinet. The volume of each regulated material stored inside the utility cabinet will not exceed the appropriate storage volume as listed on the product label or the necessary volumes for the intended uses of Growhouse Central City’s co-located facilities.

**CONTAINER LABELING**
It is the policy of the company that no container will be released for use unless it has a complete label. The General Manager will ensure that any secondary containers used,
such as spray bottles, have complete labels and convey all requirements for use and handling. Either a copy of the original manufacturer’s label will be made and placed on the secondary container, or the minimal information listed below will be placed on the container in permanent ink, accompanied by any Material Safety Data Sheets (“MSDS”) for the product:
1. Product Name;
2. Active Ingredient(s)
2. Hazard warnings (corrosive, flammable, skin irritant, etc.); and
3. Manufacturer’s name and address.

In addition, the General Manager, will verify that all chemical containers kept in the utility cabinet area are clearly and completely labeled directly on the container with, at a minimum, the items listed above.

NEIGHBORHOOD RESPONSIBILITY PLAN
Community outreach and integration efforts are critical components of successful marijuana business development. Effective neighborhood responsibility planning is a continuous process that involves ongoing revisions and improvements. It is essential for new marijuana businesses to form and sustain healthy relationships with members of their communities in order to further the re-education of public perceptions of marijuana use and maintain a respectable operational status.

When faced with sociopolitical and financial challenges unique to the marijuana industry, a business with strong community support has greater strength and ability to operate successfully in a controversial market. The added protection of a dedicated public interest can also help marijuana businesses draw attention to injustices imposed by publicly elected officials and popularize legislative shortcomings as political leverage points capable of forcing progress through regulatory improvements, often to the benefit of the marijuana industry at-large.

SUMMARY OF GROWHOUSE CENTRAL CITY’S RESPONSIBILITIES
Marijuana businesses are obliged by best practice to aid customer health and substantially improve the welfare of communities in which they operate. It is the principal goal of Growhouse Central City to develop a reputable marijuana establishment in Colorado and maintain operations as an upstanding corporate citizen and firmly rooted community leader. Growhouse Central City is committed to reforming public perception of marijuana use and will provide all necessary measures to respect the comfort and dignity of our community and clientele.

Remedial plans will be developed in response to targeted service deficiencies, as our evolving charitable efforts and contributions will be further expanded with concern for those needs unique to our diverse agent and consumer communities.

In order to ensure the effectiveness of our projected neighborhood responsibility plan, additional measures will be developed for increased range of involvement in outreach
and improvement efforts detailed below. Growhouse Central City has initiated preliminary integration efforts by identifying gaps in localized resources and engaging in progressive relationship-building conversations with municipal authorities and residents.

In addition to our commitments to the betterment of the community at large, we are equally committed to establishing and sustaining dedicated ties between local and national marijuana community leaders.

**BEST PRACTICES**

**Community Complaint Resolution**
Growhouse Central City strives to be a welcomed and integral service leader in the community marijuana community. Product complaints and recall procedures will be executed in compliance with all requirements. In addition to those provisions, Growhouse Central City will resolve any legitimate neighborhood complaints in a timely manner and through means that satisfy all impacted parties. Complaints may arise from normal business operations including agent loitering, parking, or other facility related issues. Growhouse Central City will ensure that all authorities and immediate neighbors have up-to-date direct contact information for respective members of the Growhouse Central City management team. Additionally, Growhouse Central City will provide general contact information on the company website.

**Regulatory Complaint Resolution**
It is Growhouse Central City policy to comply with all mandates from applicable government agencies. With the implementation of an intensive odor mitigation plan, Growhouse Central City does not anticipate complaints related to invasive scents. The General Manager will immediately handle any complaints or investigations by the Division, law enforcement, or local officials. Growhouse Central City policies require that any staff member receiving a complaint will report it to the unit manager immediately. The manager will respond to the complainant and perform any necessary investigations as soon as possible. All available remedial actions will be pursued to resolve adequate complaints.

**Consumer Education**
Growhouse Central City is committed to providing customers with an array of educational services and will implement necessary procedures to further community understanding and enhance overall benefit of the State’s marijuana program. Growhouse Central City will routinely verify the currency of known guidelines with special regard for operational and distribution regulations in order to keep customers informed and compliant. Monthly informational seminars may be held for the staff of Growhouse Central City during which developments in the following areas of focus will regularly be reviewed: State and local marijuana program rules and regulations, methods of consumption and dosage amounts. Growhouse Central City will adjust the schedule of classes in order to best serve the current educational needs of the Growhouse Central City staff and community.

Growhouse Central City
Page 10 of 13
Marijuana Industry Involvement
Growhouse Central City understands the complexity of legal and regulatory requirements that shape the environment in which state-legal marijuana businesses currently operate. Growhouse Central City embraces its duties to all active stakeholders, including customers, the community, the State of Colorado, and all marijuana industry operators comparably committed to best practices. Growhouse Central City will actively participate as members in cooperative campaigns with other reputable businesses and established trade groups including the National Cannabis Industry Association.

Veteran Work Program
Growhouse Central City recognizes the selfless service contributions of military Veterans and aspires to provide those service members living in our community with ample opportunities for employment. Additionally, the company’s commitment to employing veterans will provide these individuals with safe access to affordable marijuana and compassionate guidance for the establishment of personal marijuana treatment programs currently unavailable through traditional, federally-funded VA services. Growhouse Central City intends to establish a Veteran Work Program with the goal of employing a staff that is made of 15-20% Veterans at all times.

PHILANTHROPIC GIVING PROGRAM
Direct Giving
Growhouse Central City is committed to actively supporting local charitable organizations once profitable. Contributions will assist local organizations whose missions align with the primary giving goals of Growhouse Central City. These funds will be allocated to the organization’s quarterly.

Designated Proceed Days
Additionally, Growhouse Central City will work to implement, schedule and advertise a charitable program where on one day per month 10% of gross sales is donated to one of the selected organizations. Growhouse Central City will work to have this program implemented within 6 months of the first day that its doors are open for business. The company is committed to investing both time and money into philanthropic endeavors and has incorporated these plans as standard operating procedure for Growhouse Central City. These days are modeled after fundraising nights for schools which have greatly grown in popularity.

Solicited Donations
Donation jars for cash will perpetually be present in Growhouse Central City’s RMS. Growhouse Central City will aim to encourage all employees and customers to become involved with philanthropic initiatives by spotlighting any and all charitable events and sponsorship on social media platforms and in other marketing materials. Executive management shall encourage all agents and customers to volunteer with the Growhouse Central City team and provide information about any and all events our company plans to hold and/or sponsor for the community.

Growhouse Central City
Page 11 of 13
**Fundraising Events**
Growhouse Central City recognizes the value of a strong business network when engaged in fundraising efforts for charitable local organizations designated to receive regular donations. Establishing a reputation for hosting regular, successful fundraising events for community organizations will also increase the ability of Growhouse Central City to compel corporate sponsorships and donations for future events. Growhouse Central City will regularly host fundraisers to increase visibility and awareness of select charitable organizations within the community.

Events will be centered on the local community and will encourage widespread participation by appealing to a large audience and benefitting our chosen charities by hosting and sponsoring events like golf tournaments, bike and walk events, art auctions and farmers markets.

**Fundraising Drives**
Growhouse Central City recognizes the value of a strong business network when engaged in fundraising efforts for charitable local organizations that Growhouse Central City has designated to receive regular donations. Establishing a reputation for hosting regular, successful fundraising events will also increase the ability of Growhouse Central City to compel corporate sponsorships and donations for future events. Growhouse Central City will regularly host fundraisers to increase visibility and awareness of select charitable organizations within the community. Growhouse Central City fundraising services will strengthen the development of community relations and the ability to recruit the participation of additional organizations in future fundraising and volunteer service endeavors. By energizing planned giving programs inspired by Growhouse Central City passions and designated service needs within the community, Growhouse Central City will translate donor loyalty into targeted fundraising actions that lend to the professionalization of public marijuana perceptions and the betterment of the community and marijuana industry at large.

**LOCAL OUTREACH AND IMPROVEMENT**

**In-Store Donation Drives**
Growhouse Central City will maintain ongoing food, clothing and hygienic product drives within all public business facilities in order to provide community members in need with access to fundamental day-to-day resources. Growhouse Central City plans to partner with local grassroots organizations for community food, clothing and hygienic product collection and distribution efforts.

**Pre-Operational Open House**
Growhouse Central City is committed to removing negative stigmas associated with the establishment of seemingly private or mysterious marijuana dispensary facilities within existing communities. As part of the Growhouse Central City commitment to the betterment of the community, Growhouse Central City will engage with local groups to identify and reeducate pressing public concerns. Prior to the first day of dispensary operation, Growhouse Central City will host an open-house style event for members of the community and neighborhood. By opening Growhouse Central City doors to those
who live and work in the neighborhood, Growhouse Central City will educate concerned community members on how the dispensary will operate and welcome the opportunity to answer their questions with direct responses from dispensary owners and operators. Fostering this culture of transparency during the inaugural stages of dispensary operation will help Growhouse Central City establish a welcoming reputation and correct any residual misconceptions stemming from outdated misinformation.

Local Neighborhood Merchants’ Associations
Growhouse Central City is committed to building a professional reputation among local merchants and maintaining strong relationships with small businesses in the community. During the process of initially establishing Growhouse Central City, efforts will be pursued to engage with local and neighborhood merchants’ associations. Membership with such associations will be maintained as a vital component of the operational practices of Growhouse Central City, including attendance at regular meetings and adherence to any and all applicable mandatory participation requirements.
NET LEASE AGREEMENT

This lease ("Lease") is entered into as of the 18th day of June 2015, by and between CWC Holdings, LLC and Abby Clark Holdings, LLC (collectively known as "Landlord") and Growhouse Central City, LLC ("Tenant").

1. Premises. Landlord leases to Tenant and Tenant leases from Landlord upon terms and conditions set forth herein certain real property located at 171 Lawrence Street, Central City, Colorado 80427 together with any improvements, rights-of-way, easements and any other rights, if any, appurtenant thereto (collectively "Premises").

2. Term of Lease.
   (a) Term. The term of this Lease shall begin July 1, 2015 ("Commencement Date") and shall extend through June 30, 2020, unless terminated sooner as provided herein ("Termination Date").

3. Rental. Tenant agrees to pay to Landlord for the full term hereof based on the following rental schedule, payable in advance and without notice in equal monthly installments:

   Months 1 – 60: $2,500.00/month

Rent shall be payable on the first day of each month during said term at the following address: 2200 S Valencia Street, Denver, CO 80231 or at such other address as Landlord may designate in writing from time to time) without any set-off or deduction whatsoever. Said payments shall be in lawful money of the United States, which shall be legal tender in payment of all debts and dues, public or private, at the time of payment.

4. Security Deposit. Tenant will submit a security deposit equal to one month of rent at the rate of $2,500.00.

5. Use of Premises. This is a commercial lease. Tenant shall have the right to use and occupy the Premises for any commercial use legally permitted by Grand County. Any other lawful use shall be permitted only with the prior written consent of Landlord, which consent shall not be unreasonably withheld. Throughout the primary term of this Lease (and any extension thereof), Tenant, at Tenant's sole cost and expense, covenants to promptly comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof. Tenant accepts the Premises subject to all zoning ordinances and regulations pertaining to the Premises, without responsibility or warranty by Landlord, and further Tenant accepts the Premises subject to easements, rights-of-way, restrictive covenants and reservations of record.

6. Payment of Taxes and Assessments.
   (a) Payment of Taxes. Tenant agrees to pay, before any fines, penalty, interest or cost may be added thereto, all license and franchise taxes of Tenant, all general and special real estate and personal property taxes, assessments, and charges levied and other governmental charges (collectively "Taxes") which are assessed, imposed or become a lien upon the Premises or the contents, or become payable during the primary term of this Lease (or any extension thereof); provided, however, that if by law any such Taxes are payable or may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid principal balance of such Taxes), Tenant may pay the same (and any accrued interest on the unpaid balance of such Taxes) in installments as the same respectively become due, and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest. Taxes falling due during the year of commencement or termination of the term of this Lease shall be apportioned between Landlord and Tenant as of the Commencement Date or Termination Date.
   (b) Proof of Payment. Tenant shall furnish to Landlord within thirty (30) calendar days after the date any Taxes are due and payable by Tenant, official receipts from the appropriate taxing authority or other proof satisfactory to Landlord evidencing the payment thereof. Tenant shall have the right to protest any such Taxes, and Landlord agrees to cooperate in said protest without expense to Landlord.
   (c) Advance of Payment. Landlord shall have the right but not the obligation to advance funds necessary for the payment of any Taxes. Any such advance shall in no way affect any other remedy available to Landlord pursuant to the terms of this Lease.
   (d) New Form of Tax. In any case wherein an income or any other form of tax shall be levied, assessed or imposed as a separate and clearly identifiable tax by the United States, the State of Colorado or any political subdivision of either, upon the income arising from the rent provided hereunder for the use and occupancy of the Premises in lieu of or as a substitute for a tax upon the Premises or any form as a substitute for any other tax or imposition hereunder required to be paid by Tenant, Tenant and not Landlord shall be required and hereby agrees to pay the same.

7. Assignment and Subletting. This Lease or any interest herein may not be assigned by Tenant, voluntarily or involuntarily, by operation of law or otherwise, and all or any part of the Premises shall not be subleased by Tenant without the prior written consent of Landlord, which consent shall not be unreasonably withheld. A merger, consolidation, sale of substantially all of the assets or sale of a substantial amount of the stock of Tenant or a transfer of a substantial partnership interest of Tenant, shall constitute an assignment of this Lease for the purposes of this paragraph. Any consent to assignment or subletting given by Landlord shall not constitute a waiver of necessity for such consent to a subsequent assignment or subletting. Notwithstanding any assignment or sublease, Tenant shall remain fully liable under the terms and conditions of this Lease and shall not be released from performing any of the terms, covenants and conditions hereof. Any assignee or subtenant (in addition to Tenant) shall be personally responsible for all payments, conditions, covenants and agreements in this Lease. Any assignment or subletting in violation of this paragraph shall be null and void.

8. Utilities. Tenant shall promptly pay all charges for water, sewer, heat, gas, electricity and other public utilities used on the Premises. If Tenant fail to pay any utilities as required herein, Landlord may pay such utilities (without waiving any other remedies available under this Lease) on account of Tenant, and the same shall be deemed to be additional rental and shall become due and payable ten (10) calendar days after written notice to Tenant. Unless caused by the gross negligence or willful misconduct of the Landlord, or the failure of Landlord to fulfill its obligation under this Lease, Landlord shall not be liable for any loss or damage caused by an interruption or failure of utility services serving the Premises.

9. Indemnity Provisions. Tenant and Landlord agree to exonerate, hold harmless, protect and indemnify each other from and against any and all losses, damages, claims, suits or actions, judgments and costs which may arise during the primary term of this Lease (or any extension thereof) for personal injury, loss of life or loss or damage to any property sustained in or about the Premises resulting from, or arising, directly or indirectly, out of the use or occupancy of the

Page 1
Premises, and from and against all costs, counsel fees, expenses and liabilities incurred in any such claims, the investigation thereof or the defense of any action or proceeding brought thereon; and from and against any judgments, orders, decrees or liens resulting from such matters and any fines levied by any authority for violation of any law, regulation or ordinance by virtue of the ownership and/or use of the Premises. Landlord shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Premises or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other places resulting from dampness or any other cause whatsoever, except personal injury caused by or due to the gross negligence of Landlord. Landlord shall not be liable for interference with the gas and/or electrical service, heating/air conditioning, or for any defect, latent or otherwise, in the Premises. Tenant shall give prompt notice to Landlord in case of fire or other casualty or accidents in the Premises. Tenant shall not permit any mechanics’ or materialmen’s liens to be filed against the Premises and hereby indemnifies and holds Landlord harmless from and against any liability, damage, expense or cost which may be incurred by Landlord in connection with any mechanics’ or materialmen’s liens which may be filed against the Premises as a result of the provisions of this Lease. This indemnity shall specifically include attorneys’ fees and any costs incurred by Landlord to enforce this indemnity.

(10) **Net Lease.** This Lease is intended to be a net lease and Landlord shall have no obligation of any kind to make any expenditures of any nature upon the Premises. The Tenant will have the obligation to maintain in good order and condition all aspects of the property. At the conclusion of this lease the Tenant shall return the property to the Landlord in the same or better condition than it was at the commencement of this lease. Throughout the primary term of this Lease (and any extension thereof), Tenant, at Tenant’s sole cost and expense, shall maintain in good, substantial and sufficient condition, repair and order, the foundations, bearing and exterior walls (excluding painting thereof), floors, subflooring, roof, and all other structural parts of the Premises ("Structural Repairs"). Tenant, at Tenant’s sole cost and expense, shall maintain, repair and keep in good, substantial and sufficient condition, repair and order, the interior and exterior of the Premises, plate glass, glass and show windows, doors, signs, yard areas, parking areas, railings, fences, sidewalks, curbs adjoining or in front of the Premises, and all connections with steam, water, electric, gas mains and sewers, elevators, air conditioning and air cooling systems, heating apparatus, boilers, machinery and any other fixtures used in connection with the operation of the Premises. Landlord, at Landlord’s option, may require Tenant to enter into a preventive maintenance agreement in order to insure Tenant’s obligations hereunder. In the event Tenant fails to maintain the premises or fails to commence the necessary repairs or replacements or diligently pursue the completion of the repairs or replacements, Landlord, in addition to all of the remedies available under this Lease (and without waiving any other remedies) may make the repairs, the cost of which shall become due and payable as additional rental ten (10) calendar days after written notice to Tenant. Tenant shall not permit, commit or suffer waste, impairment or deterioration of the Premises or the improvements thereon or any part thereof, reasonable wear and tear excepted.

(11) **Occupational Safety and Health Act.** Tenant shall fully comply with all federal, state and local codes, statutes, laws and ordinances ("Law"). Tenant shall be responsible to make any and all repairs and alterations to the structural and nonstructural components of the Premises (subject to the terms and provisions of this Lease) to any appurtenances situated upon the Premises that may be required of the Landlord as a result of the Law in effect at the time of mutual execution of this Lease or which hereafter shall be enacted.

(12) **ADA Compliance.**

(a) **Disclosure.** Tenant hereby acknowledges that the Premises and Tenant may be subject to the Americans With Disabilities Act (the "ADA"), a Federal law. Among other requirements of the ADA that could apply to the Premises, Title III of the ADA requires owners and tenants of "public accommodations" to remove barriers to allow access by disabled persons and provide auxiliary aids and services for hearing, vision or speech impaired persons by certain dates. All costs incurred by Tenant or Landlord during the primary term of this Lease (and any extension thereof) to ensure Tenant’s compliance with the ADA, including necessary alterations in or about the Premises or modifications to the access of the Premises, shall be at Tenant’s sole cost and expense unless Landlord has agreed, in writing, to pay for a portion of said costs.

(b) **Investigation.** Tenant further acknowledges that, prior to executing this Lease, Tenant may investigate the ADA and the regulations thereunder to determine if the ADA law and regulations would apply to Tenant and/or to the Premises in which Tenant is interested in occupying. Tenant shall be responsible, at Tenant’s expense, for conducting any independent investigation of all ADA issues prior to the Commencement Date of this Lease and during the primary term of this Lease (and any extension thereof).

(13) **Hazardous Materials.** Tenant shall not (either with or without negligence) cause the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials ("Hazardous Materials"). Tenant shall not allow the storage or use of such Hazardous Materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of Hazardous Materials, nor allow to be brought into the Premises any Hazardous Materials except to use in the ordinary course of Tenant’s business, and then only after written notice is given to Landlord of the identity of such Hazardous Materials. Without limitation, Hazardous Materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 USC Section 6901 et seq., and applicable state or local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of Hazardous Materials, then the reasonable cost of testing and resulting cleanup thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Premises, provided that such testing proves that Tenant released no such Hazardous Materials on the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord’s request concerning Tenant’s best knowledge and belief regarding the presence of Hazardous Materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of Hazardous Materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant.

(14) **Alterations to Premises.** Tenant shall have the right, at Tenant’s sole cost and expense, to make changes or alterations to the building on the Premises; provided, however, that in all cases any such changes or alterations shall be made subject to the following conditions, which Tenant agrees to observe and perform:

(a) **No Structural Changes.** No change or alteration shall at any time be made which shall impair the structural soundness or diminish the value of any improvements on the Premises or disturb or interfere with the quiet enjoyment of any other tenants.

(b) **Consent of Landlord.** No change or alteration shall be made without the prior written consent of Landlord.

(c) **Consent of Lender.** Before commencing any aforesaid change or alteration, Tenant shall procure and deliver to Landlord written consent of the holder or holders of any mortgage or deed of trust ("Mortgage") covering the Premises, if requested by said encumbrance or encumbrancers.

(d) **Permits.** No change or alteration shall be undertaken until Tenant shall have obtained and paid for all required municipal and other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction. All plans and specifications relating to any change or alteration shall be submitted to Landlord for Landlord’s approval, which shall not be unreasonably withheld.
(e) Governmental Compliance. All work done in connection with any change or alteration shall be done in a good and workmanlike manner and in compliance with all building and zoning laws, and with other laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and offices thereof.

(f) Workmen's Compensation Insurance. At all times when any change or alteration is in progress, Tenant shall maintain, at Tenant's sole cost and expense, Workmen's Compensation insurance in accordance with the law or laws now or hereafter enacted governing all persons employed in connection with the change or alteration and general liability insurance for the mutual benefit of Landlord and Tenant, expressly covering the additional hazards due to the change or alteration.

(g) Security Against Liens. Prior to the construction of any improvements, the repair or restoration of any improvements, or any work to be done upon the Premises which shall exceed $5,000.00, Tenant shall furnish to Landlord a bond or insurance protecting against mechanic's and materialmen's liens in an amount equal to the work which is to be performed at the Premises, together with a performance and completion bond in an amount equal to the proposed cost of any improvements and labor. Landlord retains the right at any time and from time to time to enter upon the Premises in order to inspect the progress of any alterations being made by Tenant and to post any signs or notices disclaiming Landlord's responsibility or liability for the payment of any mechanic's or materialmen's fees, or any furnishing labor or services to the Premises. Tenant shall not permit any party to file any lien or claim against Landlord or Landlord's interest in the Premises on account of any such improvement or alteration for work done or supplies furnished at the insistence of Tenant. In the event a lien or claim is filed against the Premises, Tenant shall immediately cure and pay the amount of such lien or claim (including any costs) or in good faith diligently pursue the defense of any such lien or claim provided that Tenant shall first post with Landlord adequate security (in Landlord's sole judgment) covering one hundred twenty-five percent (125%) of the amount of such lien or claim.

(15) Condemnation.

(a) Complete Taking. If, during the primary term of this Lease (or any extension thereof), substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever shall first occur, pursuant to such proceeding. For the purpose of this paragraph, "substantially all of the Premises" shall be deemed to have been taken if a taking under any such proceeding shall involve such an area, whether the area be improved with building or be utilized for a parking area or other use, that Tenant cannot reasonably operate in the remainder of the Premises the business being conducted on the Premises at the time of such proceeding.

(b) Partial Taking. If, during the primary term of this Lease (or any extension thereof), less than substantially all of the Premises shall be taken in any such proceeding, this Lease shall not terminate. The rent thereafter due and payable by Tenant shall be reduced in such proportion as the nature, value and extent of the part so taken bears to the whole of the Premises. Landlord shall, from the proceeds of the condemnation, restore the Premises for the use of Tenant.

(c) Award. Any award granted for either partial or complete taking regarding the Premises shall be the property of Landlord. Tenant shall be entitled to such portion of the award attributable to leasehold improvements or other property of Tenant taken by the condemning authority. Matters which cannot be resolved between the parties shall be submitted to arbitration pursuant to the paragraphs immediately following.

(d) Arbitration. If Landlord and Tenant are unable to agree as to any provision contained in this paragraph (15), such question or questions shall be submitted to arbitration. Such arbitration shall be submitted to one arbitrator mutually selected, if possible. If the parties are unable to agree upon one such arbitrator within fifteen (15) calendar days after the taking, the arbitration shall be by three arbitrators to be selected as set forth below. The arbitration shall be in accordance with the commercial arbitration rules of the American Arbitration Association then in effect or in accordance with the commercial arbitration rules of a similar organization, if the American Arbitration Association is no longer in existence.

One arbitrator shall be selected by either party hereto and written notice of such appointment shall be given to the other party hereto. Within fifteen (15) calendar days after the receipt of such notice of appointment, the other party hereto shall appoint one arbitrator and give written notice of such appointment to the party hereto first appointing one arbitrator. The two arbitrators so appointed shall, within fifteen (15) calendar days after the appointment of the second arbitrator, appoint a third arbitrator, who shall serve as chairman of the board of arbitration. A hearing shall be held on the questions and controversies to be arbitrated as soon as practicable but no later than thirty (30) calendar days after the full board of arbitrators has been selected, and upon written notice thereof given by the chairman of said board to both parties hereto. At such hearing, both parties shall have the right to be present to be heard. After such hearing, the board shall render its written decision on the arbitrated questions and controversies.

The decision of one arbitrator, if mutually selected, or the decision of a majority of the three arbitrators, if it is necessary to employ same, shall be binding and conclusive upon the parties hereto. All fees and expenses of arbitration (exclusive of attorneys' fees) shall be shared equally by the parties hereto.

In the event either party hereto, after receipt of written notice of the appointment of the first arbitrator by the other party hereto, shall fail or refuse to appoint the second arbitrator or to give written notice of such appointment within the period of fifteen (15) calendar days after aforesaid, such appointment shall be made for the defaulting party, on the application of the other party, by a judge of the court in and for the county in which the Premises is located and which court has unlimited monetary jurisdiction in civil cases. Likewise, if the first two arbitrators selected and appointed in accordance with this provision shall fail to agree upon and appoint said third arbitrator within fifteen (15) calendar days after the second arbitrator shall have been appointed by a party hereto, or by said judge for said party, said third arbitrator shall be named and appointed by another judge of said court having jurisdiction as stated above on the application of either party hereto; provided, however, that if the second arbitrator be appointed by a judge of said court, the appointment of said third arbitrator shall not be made by the same judge.

(16) Destruction of Premises. If any building or improvements standing or erected upon the Premises shall be destroyed or damaged ("Damage") in whole or in part by fire or as a result of, directly or indirectly, war or act of God or occurring for any reason whatsoever, Tenant (under Landlord's supervision) shall promptly repair, replace and rebuild the same ("Restoration") at least to the extent of the value and as nearly as practicable to the character of the building or improvements existing immediately prior to the Damage. Such Restoration shall be made by Tenant as aforesaid and in accordance with paragraphs (16) hereof, there shall be no rental abatement, and Tenant shall be entitled to use the proceeds of the insurance (if any), and any excess in costs over the proceeds of the insurance shall be at the expense of Tenant. In the event the Premises are encumbered by a Mortgage and the holder of the Mortgage requires that all or a portion of the proceeds of the insurance be paid to said holder, then either party may declare this Lease null and void and all parties relieved from further obligation hereunder from the date of said Damage; provided, however, that Tenant may continue this Lease if Tenant agrees to pay for the repairs plus the amount that may have been paid to the holder of the Mortgage. If the improvements contained on the Premises are Damaged from any cause whatsoever during the last eighteen (18) month period of this Lease, Landlord may declare this Lease null and void and all parties shall be relieved from further obligation hereunder from the date of said Damage, provided that all insurance proceeds shall become the property of Landlord. However, if an option to extend the term of this Lease is granted herein, [if] Tenant exercises said option within twenty (20) calendar days from the date of said Damage and if said option is for a period of time longer than eighteen (18) months, then the Restoration of the building or improvements shall be in conformance with the above and this Lease shall remain in full force and effect.

(17) Default Provisions. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:
(a) Failure to Pay Rent. Tenant failing to pay the rental herein reserved or failing to make any other payments required to be made by Tenant when due, where such failure shall continue for a period of five (5) calendar days following written notice from Landlord to Tenant.

(b) Failure to Keep Covenants. Tenant failing to perform or keep any of the other terms, covenants and conditions herein contained for which Tenant is responsible, and such failure continuing and not being cured for a period of thirty (30) calendar days after written notice or if such default is a default which cannot be cured within a 30-calendar-day period, then Tenant's failure to commence to correct the same within said 30-calendar-day period and thereafter failing to prosecute the same to completion with reasonable diligence.

(c) Abandonment. Tenant abandoning the Premises.

(d) Bankruptcy. Tenant being adjudicated a bankrupt or insolvent or Tenant filing in any court a petition for bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Act (as now or in the future amended) or the filing of an involuntary bankruptcy against Tenant unloading involuntary bankruptcy is terminated within thirty (30) calendar days from the date of said filing, or Tenant filing in any court for the appointment of a receiver or trustee of all or a portion of Tenant's property or there being appointed a receiver or trustee for all or a portion of Tenant's property, unless said receiver or trustee is terminated within thirty (30) calendar days from the date of said appointment.

(e) Assignment for Benefit of Creditors. Tenant making any general assignment or general arrangement of Tenant's property for the benefit of Tenant's creditors.

(18) Remedies. In the event of an occurrence of default as set forth above, Landlord shall have the right to:

(a) Terminate Lease. Terminate this Lease and end the term hereof by giving to Tenant written notice of such termination, in which event Landlord shall be entitled to recover from Tenant at the time of such termination the present value of the excess, if any, of the amount of rent reserved in this Lease for the then balance of the term hereof over the then reasonable rental value of the Premises for the same period. The present value shall be determined by discounting all future excess rent amounts at a rate of eight percent (8%) per annum. It is understood and agreed that the "reasonable rental value" shall be the amount of rental which Landlord can obtain as rent for the remaining balance of the initial term or renewal term, whichever is applicable; or

(b) Sue Monthly for Rents. Without resuming possession of the Premises or terminating this Lease to sue monthly for and recover all rents, other required payments due under this Lease, and other sums including damages and legal fees at any time and from time to time accruing hereunder; or

(c) Repossess Premises. Upon written notice to all interested parties, reenter and take possession of the Premises or any part thereof and repossess the same as of Landlord's former possession and expel Tenant and those claiming through or under Tenant and remove the effects of either or both (forcibly, if necessary) without being deemed guilty in any manner of trespass and without prejudice to any remedies for rent delinquencies or preceding lease defaults, in which event Landlord may from time to time without terminating this Lease relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Premises, and such rent or taking of possession of the Premises by Landlord shall not be construed as an election on Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. In the event of Landlord's election to proceed under this provision, then such repossession shall not relieve Tenant of Tenant's obligation and liability under this Lease, all of which shall survive such repossession, and Tenant shall pay to Landlord as current liquidated damages the basic rental and additional rental and other sums hereinbefore provided which would be payable hereunder if such repossession had not occurred, less the net proceeds (if any) of any reletting of the Premises after deducting all of Landlord's expenses in connection with such reletting, including but without limitation all repossession costs, brokerage commissions, legal expenses, attorneys' fees, expenses of employees, alteration costs, and expenses of preparation of such reletting. Tenant shall pay such current damages to Landlord on the days on which the basic rental would have been payable hereunder if possession had not been retaken, and Landlord shall be entitled to receive the same from Tenant on each such day.

(19) Default by Landlord. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than thirty (30) calendar days after written notice by Tenant to Landlord and to the holder of any first mortgage or deed of trust covering the Premises whose name and address shall have theretofore been furnished to Tenant in writing, specifying wherein Landlord has failed to perform such obligation; provided, however, that if the nature of Landlord's obligation is such that more than thirty (30) calendar days are required for performance, then Landlord shall not be in default if Landlord commences performance within such thirty (30) calendar day period and thereafter diligently prosecutes the same to completion.

(20) Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent, of additional rent, or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Accordingly, if any installment of rent, additional rent, or any other sums due from Tenant shall not be received by Landlord or Landlord's designee within ten (10) calendar days after such amount shall be due, then, without any requirement for notice to Tenant, Tenant shall pay to Landlord a late charge equal to five percent (5%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for three (3) consecutive installments of any of the aforesaid monetary obligations of Tenant, then the rent shall automatically become due and payable quarterly in advance, rather than monthly, notwithstanding paragraph (3) or any other provision of this Lease to the contrary. There will be no late charge for the first month of rent.

(23) Holdover. Notwithstanding any rule or law to the contrary, in the event Tenant remains in possession of the Premises or any part thereof subsequent to the expiration of the term hereof and such holding over shall be with the consent of Landlord, such possession and occupancy shall conclusively be deemed to be a tenancy from month-to-month only, at a rental of 150% of the existing rate at the end of the term hereof and, further, such possession shall be subject to all of the other terms and conditions (except any option to renew or option to purchase) contained in this Lease.

(24) Subordination and Estoppel Letter. This Lease is subject and subordinate to all Mortgages which now or hereafter may affect the Premises, and Tenant shall execute and deliver upon demand of Landlord any and all instruments desired by Landlord subordinating this Lease in the manner required by Landlord to any new or existing Mortgage. Should Tenant fail to execute and deliver any such documents or instruments within ten (10) calendar days after receipt thereof, Tenant irrevocably constitutes and appoints Landlord as Tenant's special attorney-in-fact for the purpose solely of executing and delivering any such documents or instruments pursuant to this paragraph. Any holder of a Mortgage may rely upon the terms and conditions of this paragraph. Further, Tenant shall at any time and from time to time, upon not less than ten (10) calendar days' prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect) and the dates to which rental and other charges are paid in advance, if any, and
acknowledging that there are not, to Tenant's knowledge, any unsecured defaults on the part of Landlord hereunder, or specifying such defaults, if any are claimed. Tenant shall attend any buyer at any foreclosure sale or to any grantee or transferee designated in any deed given in lieu of foreclosure. Any subordination agreement to be executed by Tenant shall provide that as long as Tenant is current and not in default, the holder of the Mortgage shall not disturb the tenancy of Tenant.

(25) **Surrender of Premises.** Upon the Termination Date of this Lease, Tenant shall peaceably and quietly leave and surrender the Premises in as good condition as existed on the Commencement Date, ordinary wear and tear excepted. Tenant shall surrender and deliver the Premises broom clean and free of Tenant's property. Provided Tenant is not in default, Tenant shall have the right to remove all of Tenant's fixtures, equipment, machinery and other personal property, provided that upon such removal the Premises are delivered in the same condition as existed at the time of the Commencement Date. Further, in the event Tenant does not remove any of Tenant's own fixtures, equipment or personal property or any additions or alterations made to the Premises during the primary term of this Lease (and any extension thereof), Landlord may require Tenant to remove any such improvements, alterations, fixtures and equipment and restore the Premises to the condition as existed on the Commencement Date or retain the same.

(26) **Notices.** All notices, demands and requests required to be given by either party to the other shall be in writing and shall either be hand delivered, facsimile transmitted, or sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to this provision. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served or faxed or two (2) calendar days subsequent to the date that said notice was deposited with the United States Postal Service.

Landlord: CWC Holdings, LLC and Abby Clark Holdings, LLC  
2200 S. Valentina Street  
Denver, Colorado 80231

Tenant: Growhouse Central City, LLC  
2200 S. Valentina Street  
Denver, Colorado 80231

(27) **Time of the Essence.** Time is of the essence hereof.

(28) **Quiet Enjoyment/Peaceful Possession.** Upon Tenant's paying the rental herein reserved and upon performing all of the terms and conditions of this Lease on Tenant's part to be performed, Tenant shall at all times during the primary term of this Lease (and any extension thereof) peaceably and quietly have, hold and enjoy the Premises.

(29) **Right to Show Premises.** Landlord, or Landlord's agent and representative, shall have the right to show the Premises at reasonable hours to parties interested in purchasing or leasing the same. During the period of one-hundred eighty (180) calendar days prior to the Expiration Date, Landlord, or Landlord's agent and representative, shall have the right to place the usual "for lease" or "for sale" notices on the Premises, and Tenant agrees to permit the same to remain thereon without hindrance or molestation.

(30) **Miscellaneous.**

(a) **Choice of Law.** This Lease is entered into in the State of Colorado and shall be construed in accordance with the laws thereof.

(b) **Headings and Captions.** The headings and captions used in this Lease are for the convenience of reference only and shall not be used in the construction or interpretation of this Lease.

(c) **Remedies.** The covenants and agreements contained herein shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, administrators, executors, successors and assigns.

(d) **Construction of Lease.** Words of any gender used in this Lease shall be held to include any other gender, and words in the singular shall be held to include the plural, as the identity of Landlord or Tenant requires.

(31) **No Waiver.** No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of rental hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

(32) **Attorneys' Fees.** In case suit shall be brought to enforce any provisions of this Lease, the prevailing party shall be awarded (in addition to the relief granted) all reasonable attorneys' fees and costs resulting from such litigation.

(33) **Interest on Past-Due Obligations.** Any amount due to Landlord not paid when due shall bear interest at the rate of two percent (2%) per month from the date due; provided, however, that any such payment of interest shall not excuse or correct any default by Tenant under this Lease.

(34) **Memorandum of Lease.** Either party, upon request from the other party, shall execute in recordable form a short form Memorandum of Lease, which Memorandum of Lease shall contain only the names of the parties, the Commencement Date and Termination Date of this Lease (and any options which may be granted hereunder), and the legal description of the Premises.

(35) **Legal and/or Other Counsel.** Tenant and Landlord acknowledge that either the Leasing Broker or the Listing Broker has advised the parties that this document has important legal consequences and that Tenant and Landlord have consulted or have had adequate opportunity to consult legal, tax or other counsel in connection with the execution of this Lease, zoning of the Premises, tax implications, and all other aspects relative to the transaction contemplated hereby.
(36) **Severability.** If any sentence, paragraph or section of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those provisions.

(37) **Facsimile Transmittals.** The parties agree that a facsimile transmittal of this Lease shall be considered as an originally executed document and shall be binding upon the parties hereto. The parties further agree that the exact, originally executed Lease which was transmitted by facsimile shall be delivered to the appropriate party via U.S. Mail, messenger, or other acceptable delivery service within seven (7) calendar days from the date of said facsimile transmittal.

(38) **Additional Provisions.**

**Condition of Premises** – Except as otherwise provided herein, Landlord agrees to deliver, and Tenant agrees to accept, the Premises in its current, "as is" condition. As of the time of delivery of the Premises to Tenant, Landlord represents that the electrical, HVAC, overhead doors, lighting, plumbing and other building systems are in good, working order.

(39) **Counterparts.** A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete Lease between the parties.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement the day and year first written above.

Growhouse Central City, LLC

By Craig Clark

CWC Holdings, LLC and Abby Clark Holdings, LLC

By Abigail S. Clark

END OF LEASE
Marijuana Enforcement Division

Payment Receipt

Receipt #: 184412
Received on: 06/11/2015  Posted: 06/11/2015
Received From: GROWHOUSE CENTRAL CITY LLC

<table>
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<tr>
<th>Payment Type</th>
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<tr>
<td>Check</td>
<td>$5,500.00</td>
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Paying the following fees:

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<th>Fee Type</th>
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<td>RMJ License Fee</td>
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<td>$3,000.00</td>
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</table>

Received By: morrila
Growhouse Central City, LLC DBA Growhouse Central City Supplemental Materials

In response to the answer in Section 3: Craig Clark has 100% ownership of the following entities which have marijuana licenses:

Growhouse Fraser, LLC – 402R-00366 (Recreational Retail Store, License Issued, Store Open)
Growhouse Pueblo, LLC – 404R-00133 (Recreational Cultivation, License Issued, Cultivation Not Open)
Growhouse Pueblo, LLC – 403R-00511 (Recreational MIP, License Issued, MIP Not Open)
Middle Boulder Management, LLC – 402R-00461 (Recreational Retail Store, License Not Yet Issued)
Middle Boulder Management, LLC – License Number Unknown (Recreational MIP, License Not Yet issued)

With respect to Section 9 of the Financial History portion of the application, all funds are held personally by cash in the following account:

- Craig Clark’s Personal Checking Account at Chase JP Morgan numbered XXX , 2696 S. Colorado Blvd., Denver, CO 80222, 303-244-4001, in the amount of $100,000

The total used to start this operation is $50,000 as outlined in the Operating Agreement.
To whom it may concern,

My name is Michael Swisher and I am the Chief Operating Officer of Growhouse Central City LLC. I will be acting as the onsite manager for the recreational dispensary located in Central City, Colorado. The address of the dispensary is 171 Lawrence Street, Central City, CO, 80427. My home address is __________ Broomfield, CO, 80020.

Thanks,

Michael L. Swisher
STATE OF COLORADO
DEPARTMENT OF REVENUE

Marijuana
Enforcement Division

Retail Marijuana
Conditional License

GROWHOUSE CENTRAL CITY, LLC
GROWHOUSE CENTRAL CITY
171 Lawrence Street, Central City, CO 80427
Retail Marijuana Store - 402R-00489

Effective Date of License: August 6, 2015
License Valid Through: 08/06/2016

This license is conditioned upon Local Authority approval, pursuant to section 12-43.4-304(l) C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Article 43.4, as amended. A licensee shall not exercise any of the rights or privileges of this license until such time as all such Medical Marijuana and Medial Marijuana-Infused Product are fully transferred and declared in the MITS system as Retail Marijuana and Retail Marijuana Product, pursuant to Rule R211 & R309. This conditional license is nontransferable and shall be conspicuously posted in the place above described. This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 455 Sherman Street, Suite 590, Denver, CO 80203. In testimony whereof, I have heretounto set my hand.

W. Lewis Koski
Division Director

Barbara Brown, Executive Director
AGENDA ITEM # 8

CITY COUNCIL COMMUNICATION FORM

FROM: Marcus McAskin, City Attorney

DATE: July 30, 2015

ITEM: Ordinance 15-06 Amending Article 6 of Chapter 6 of the Municipal Code Regarding Entertainment Districts

X ORDINANCE
MOTION
INFORMATION

I. REQUEST OR ISSUE: Ordinance No. 15-06 proposes amendments to Article 6 of Chapter 6 of the Central Municipal Code concerning entertainment districts and the hours of operation of a common consumption area.

The amendment would remove the limitation currently set forth in Section 6-6-80(e)(3) which prohibits the consumption of alcoholic beverages in any common consumption area after 10 p.m. and would further amend the Municipal Code to allow a promotional association to request extended hours of operation between 2:00 a.m. and 7:00 a.m. as part of its application for designation as a common consumption area.

In addition, Section 6-6-70(b)(6) is amended to require a promotional association to specifically identify any portion of the common consumption area that is proposed to be located outside (out of doors) and to provide a detailed description of the promotional association’s plan to comply with the maximum db(A) levels established in Section 7-2-210(a) of the Municipal Code (“Maximum Permissible Noise Levels”).

City Council considered this topic at a work session held on July 21, 2015, and considered the Ordinance on first reading on August 4, 2015.

The City Council is being asked to conduct a public hearing and consider Ordinance 15-06 on second reading at the September 1, 2015 regular City Council meeting.
II. **RECOMMENDED ACTION / NEXT STEP:** Approve Ordinance No. 15-06 on first reading and schedule a public hearing and second reading of the Ordinance on a time and date certain.

Currently, it is anticipated that second reading of the Ordinance will occur on Tuesday, September 1, 2015.

III. **FISCAL IMPACTS:** N/A.

IV. **BACKGROUND INFORMATION:** The proposed amendments to Article 6 of Chapter 6 of the Municipal Code as set forth in Ordinance No. 15-06 include the following:

- Amend Article 6 of Chapter 6 of the Municipal Code concerning entertainment districts by removing the current 10:00 p.m. limitation on hours of operation of a common consumption area
- Amend Article 6 of Chapter 6 of the Municipal Code to allow a promotional association to request extended hours of operation between 2:00 a.m. and 7:30 a.m. as part of its application for designation as a common consumption area
- Amend Article 6 of Chapter 6 of the Municipal Code concerning entertainment districts to require the applicant (a promotional association) to specifically identify any portion of the common consumption area that is proposed to be located outside (out of doors) and to provide a detailed description of the promotional association’s plan to comply with the maximum db(A) levels established in Section 7-2-210(a) of the Municipal Code ("Maximum PerMISSible Noise Levels")

A copy of Ordinance 15-06 is attached to this Council Communication Form.

V. **LEGAL ISSUES:**

C.R.S. § 12-47-301(11) authorizes the expanded consumption of alcohol within common areas located within designated entertainment districts that are established by local jurisdictions. Pursuant to Ordinance No. 12-06, the City Council established the Central City Entertainment District and authorized the licensing of designated common consumption areas. The City’s Entertainment District regulations are codified in Article 6 of Chapter 6 of the Municipal Code.

In accordance with C.R.S. § 12-47-301(11)(f), a local licensing authority may set hours during which a common consumption area and attached licensed premises may serve alcohol. The Liquor Enforcement Division of the Colorado Department of Revenue, in consultation with the Colorado Attorney General’s Office, issued Bulletin 14-01 dated October 1, 2014, which bulletin concludes that a local licensing authority has the authority to set hours of operation outside of the 2:00 a.m. to 7:00 a.m. restriction set forth in C.R.S. § 12-47-901(5),(b).
VI. **CONFLICTS OR ENVIRONMENTAL ISSUES:** N/A

VII. **SUMMARY AND ALTERNATIVES:** City Council has the following options:

1. Adopt Ordinance No. 15-06 on second reading;

2. Direct staff to make revisions to the Ordinance and continue the public hearing to a date and time certain; or

3. Reject or deny the Ordinance.

**RECOMMENDED MOTION:** "I MOVE TO APPROVE ORDINANCE 15-06, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AMENDING ARTICLE 6 OF CHAPTER 6 OF THE CITY OF CENTRAL MUNICIPAL CODE REGARDING ENTERTAINMENT DISTRICTS ON SECOND READING."

**Attachments:**

- Ordinance 15-06
CITY OF CENTRAL, COLORADO

ORDINANCE 15-06

AN ORDINANCE AMENDING ARTICLE 6 OF CHAPTER 6 OF THE CITY OF CENTRAL MUNICIPAL CODE REGARDING ENTERTAINMENT DISTRICTS

WHEREAS, the City of Central, Colorado is a home rule municipal corporation authorized to adopt ordinances in furtherance of the public health, safety and welfare; and

WHEREAS, C.R.S. § 12-47-301(11) authorizes the expanded consumption of alcohol within common areas located within designated entertainment districts that are established by local jurisdictions; and

WHEREAS, pursuant to Ordinance No. 12-06, the City Council established the Central City Entertainment District, and authorized the licensing of designated common consumption areas; and

WHEREAS, the City’s Entertainment District regulations are codified in Article VI of Chapter 6 of the Municipal Code; and

WHEREAS, in accordance with C.R.S. § 12-47-301(11)(f), a local licensing authority may set hours during which a common consumption area and attached licensed premises may serve alcohol; and

WHEREAS, the Liquor Enforcement Division of the Colorado Department of Revenue, in consultation with the Colorado Attorney General’s Office, issued Bulletin 14-01 dated October 1, 2014, which bulletin concludes that a local licensing authority has the authority to set hours of operation outside of the 2:00 a.m. to 7:00 a.m. restriction set forth in C.R.S. § 12-47-901(5)(b); and

WHEREAS, Section 6-6-80(e)(6) of the Municipal Code currently prohibits the consumption of alcoholic beverages in any common consumption area after 10:00 p.m.; and

WHEREAS, the City Council desires to amend Article 6 of Chapter 6 of the Municipal Code concerning entertainment districts by removing the current 10:00 p.m. limitation on hours of operation of a common consumption area; and

WHEREAS, City Council desires to further amend Article 6 of Chapter 6 of the Municipal Code to allow a promotional association to request extended hours of operation between 2:00 a.m. and 7:00 a.m. as part of its application for designation as a common consumption area.

BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF CENTRAL, COLORADO:
Section 1. Section 6-6-70(b)(5) of the Municipal Code is hereby amended to require any application for a common consumption area to specifically include any request for extended hours of operation (between the hours of 2:00 a.m. and 7:00 a.m.), to read in full as follows:

(5) Proposed hours, dates and days of operation of the common consumption area, specifically including any request for extended hours of operation of the common consumption area between 2:00 a.m. and 7:00 a.m.

Section 2. Section 6-6-70(b)(6) of the Municipal Code is hereby amended to require any application for a common consumption area to specifically include in the site plan a detailed description of whether any portion of the common consumption area will be located outside together with a detailed description of a plan to comply with the maximum db(A) levels established in Section 7-2-210(a) of the Code (“Maximum Permissible Noise Levels”), to read in full as follows:

(6) A site plan detailing the proposed common consumption area, including the following information: boundaries of the area, including the specific identification of any portion(s) of the area that is proposed to be located out of doors, location and description of physical barriers; location of all entrances and exits; location of all attached licensed premises; location of signs to be posted notifying customers of the hours of operation; restrictions associated with the common consumption area; and a detailed description of the promotional association’s plan to comply with the maximum db(A) levels established in Section 7-2-210(a) of the Municipal Code.

Section 3. Section 6-6-80 of the Municipal Code is hereby amended to delete subsection (e)(6) in its entirety.

Section 4. Safety Clause. The City Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Central, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. 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 6. 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 7. 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 4th day of August, 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 1st day of September, 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 August 6, 2015.

POSTED AND PUBLISHED BY TITLE [AND SUMMARY IF AMENDED ON SECOND READING] in the Weekly Register Call newspaper on September 3, 2015.

CITY OF CENTRAL, COLORADO

__________________________________
Ronald E. Engels, Mayor

ATTEST:

__________________________________
Reba Bechtel City Clerk
Agenda Item #9

Dear Mayor and City Council

My name is Ernie Van Deusen and I have a residence at 120 Casey. I have recently retired and would be interested in the alternate planning commissioner position. I take great pride in this community and would be honored to be of service.

Ernie Van Deusen
AGENDA ITEM #10
CITY COUNCIL COMMUNICATION FORM

FROM:  Daniel R. Miera, City Manager

DATE:  September 1, 2015

ITEM:  Central City Promise Program Request – Tyrus Schmalz

NEXT STEP: Review and take action on a Promise Program request for scholarship for Tyrus Schmalz in the amount of $5,000.00 for continuing post-secondary educational tuition assistance in 2015.

___ ORDINANCE
X MOTION
___ INFORMATION

I. REQUEST OR ISSUE: The Central City Promise Program was initiated by City Council to encourage high school graduates and G.E.D. recipients of Central City to make post-secondary education a priority. The Promise Program helps make it possible for Central City residents to attend a university, community college or trade school by providing assistance with the costs associated with attending one of these educational institutions.

Mr. Schmalz has submitted all of the required information and paperwork (please see attached) and is requesting Promise Program funds in the amount of $5,000.00 in 2015. Mr. Schmalz is continuing his post-secondary education at Colorado State University and has received previous Promise Program disbursements in 2013 and 2014 for a total of $10,000.00. The Promise Program Guidelines limit the amount that an individual can receive to a total of $20,000 or four (4) years of funding.

II. RECOMMENDED ACTION / NEXT STEP: Review Promise Program request for scholarship and determine whether to grant funding. Move to award Tyrus Schmalz with continuing post-secondary educational tuition assistance in the amount of $5,000.00.
III. **FISCAL IMPACTS:** The 2015 Budget has $10,000 allocated for the Promise Program. This is the only formal request received-to-date for FY 2015. Granting the above request will leave a remaining balance of $5,000.00.

IV. **BACKGROUND INFORMATION:** Please see the attached Guidelines, Application, Affidavit, Letter of Request, and Transcripts provided by the applicant.

V. **LEGAL ISSUES:** None.

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

VII. **SUMMARY AND ALTERNATIVES:**

1. Make a motion to award Tyrus Schmalz with continuing post-secondary educational tuition assistance in the amounts of $5,000.00.

2. Make a motion to award a lesser amount to the applicant.

3. Deny the tuition request.
CENTRAL CITY PROMISE PROGRAM
POST SECONDARY EDUCATION SCHOLARSHIP

The Central City Council would like to encourage high school graduates and G.E.D. recipients of Central City to make post-secondary education a priority. The Council feels that post-secondary education is an important and would like to help make it possible for Central City residents to attend a university, community college or trade school. This program is designed to assist with the costs associated with attending one of these educational institutions.

Qualification

- Applicant must have been a resident or currently be a resident of Central City. The award will be graduated on the basis of length of attendance in a school system and resident of Central City as follows:
  
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<th>Length of Attendance</th>
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<td>K-12</td>
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<td>7, 8 &amp; 9</td>
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<tr>
<td>10-12</td>
<td>25%</td>
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- Applicant must have graduated from a local high school with a diploma or received a G.E.D.
- Applicant must be accepted into a form of post-secondary education or trade school at the time that the application is made.
- Initial application for funds must be made within five (5) years of receiving diploma or G.E.D. unless interrupted by military service.
- Continuing applicants MUST maintain a GPA of 2.5 or higher.

1st Time Application Guidelines

☐ Complete the attached application in its ENTIRETY
☐ Provide a copy of your high school diploma or G.E.D. certificate
☐ Provide proof of residency within City to establish award percentage. Proof can be transcripts from schools attended and/or an affidavit from the property owner. (Affidavit attached)
☐ Provide one (1) letter of recommendation from a teacher or school administrator
☐ Provide one (1) letter of recommendation from a community member or someone not affiliated with the school
☐ Provide a letter introducing yourself to City Council. Describe your participation in school and in the community, any special honors or awards received, what you hope to do in the future and any other information that you think the City Council may want to know about you.
☐ Include a copy of your acceptance letter to your post-secondary educational institution.
☐ A copy of your class schedule-ONLY required if you have already registered for classes
☐ All of the above information should be submitted in one complete package to the City Manager.

**Continuing Application Guidelines**

☐ Complete the attached Application in its ENTIRETY
☐ Provide a copy of post-secondary education transcript that shows a GPA of 2.5 or higher
☐ Provide a letter to City Council requesting to continue your scholarship and briefly describe how your post-secondary education is progressing.

**Program Guidelines**

Once all of the required information has been submitted to the City Manager, it will be put on the Agenda for Council’s review at the next regularly scheduled Council Meeting. The applicant will be informed of this date. It is recommended that the applicant be present at the meeting if possible. City Council meetings are held on the 1st and 3rd Tuesday of every month beginning at 7 p.m. In order for your application to be included on the Agenda all required information must be received by the City Manager NO LATER THAN noon on the Wednesday prior to a Council Meeting. For example, if Council’s next meeting is on July 6th, all application materials must be received no later than noon on June 30th. If your application is approved then a check will be cut and mailed directly to your educational institution following the meeting. **Please plan your application submission and tuition due dates accordingly.**

- An applicant can receive no more than $5,000 per calendar year
- An applicant’s funding will be capped at four (4) years or $20,000.
- Awards can be used for tuition, associated fees, books and other supplies specifically required for a class only. Room and board are not qualified expenses. Council has the discretion to determine whether or not they feel that an expense is allowable.
- Awards will be made out directly to the post secondary institution unless the applicant and/or another party have already made payment.
  - In the case that payment has already been made and the applicant and/or another party need reimbursement, the applicant must provide proof of payment and note in their application that reimbursement is requested.
- Reimbursement for books and other supplies requires a receipt
- All scholarship funding is based on Council’s discretion and the amount of funding budgeted for the fiscal year.

If you have any questions or need additional information please feel free to contact the City Manager at (303) 582-5251.
CENTRAL CITY PROMISE PROGRAM SCHOLARSHIP APPLICATION

First Application __________  Continuing Application __________  

Name: Tias Schmidt

Physical Address: 721 W. First High St.

Mailing Address: PO Box 98, 80447

Phone: 303-582-5018

Birth Date: 1/7/1995

High School Graduation Date/G.E.D.: 2013

Grades during which you were a resident of Central City: PreK-12

Name of Post Secondary Institution: Colorado State University

Address of Institution: 1062 Campus Delivery

Fort Collins, CO 80523-1062

Total Funds Requested: $5,000

REQUIRED INFORMATION TO BE SUBMITTED WITH APPLICATION:

1. Provide a copy of your high school diploma or G.E.D. certificate
2. Provide proof of residency within City to establish award percentage. Proof can be
transcripts from schools attended and/or an affidavit from the property owner. (Affidavit attached)
3. Provide one (1) letter of recommendation from a teacher or school administrator
4. Provide one (1) letter of recommendation from a community member or someone not
affiliated with the school
5. Provide a letter introducing yourself to City Council. Describe your participation in
school and in the community, any special honors or awards received, what you hope to
do in the future and any other information that you think the City Council may want to know about you.
6. Include a copy of your acceptance letter to your post-secondary educational institution.

For Continuing Applicants
7. A copy of your class schedule-ONLY required if you have already registered for classes
8. Provide a copy of post-secondary education transcript that shows a GPA of 2.5 or higher
9. Provide a letter to City Council requesting to continue your scholarship and briefly describe how your post-secondary education is progressing.

I hereby certify that the information provided in this application and all accompanying documents is true and correct to the best of my knowledge.

Signature: [Signature] Date: 8/14/15

I hereby authorize the faculty and staff of [Name of Institution] to release information regarding my academic performance to the City Manager, City of Central.

Student’s Signature: [Signature] Date: 8/14/15

Guardian’s Signature: [Signature] Date: 8/14/15
I, Tyre Schmutz, either currently own/rent a residence in the City of Central or have in the past owned/rented a residence in the City of Central.

The property address is/ was 381 W. 1st High Street and, I hereby attest to the fact that Tyre Schmutz resided at this property while attending the following years of kindergarten through twelfth (12th) grade: Kindergarten - 12 (list grades attended as a resident)

I hereby certify that the information provided in this application and all accompanying documents is true and correct to the best of my knowledge.

Signature: ___________________________  Date: 8/14/15

Printed Name: Tyre Schmutz

Applicant Signature: ___________________________  Date: 8/14/15
Dear Central City Council,

I am writing you today to request the continuation of the Central City scholarship for the Fall and Spring, 2015/2016 academic school year at Colorado State University (CSU).

I am starting my third year at CSU, and I am very much looking forward to continuing my education. The past two years went very well, I finished with a 3.8 GPA and I was very happy with the classes I was able to take. I am still majoring in Health and Exercise Science with a concentration in Sports Medicine, and am making my way through the mandatory course content. During these next two semesters I will be diving deeper into the major and I will be taking classes that specifically have to do with exercise and sports training which is what I want to do after I graduate. I am looking to then pursue a career in physical therapy. I am very excited I am able to continue my post-secondary education and look forward to what is to come.

Sincerely,

Tyrus Schmalz
Sort completed courses by: Completed - Term  
Sort transfer courses by: Transfer - Term

Colorado State University Unofficial Transcript for Tyrus Phillip Schmalz (830016888)
Friday, August 14, 2015 12:05:16 PM

Summer Session 2015 Curriculum
Program Code: HAES-SPMZ-BS
Program Description: BS Health and Exercise Science/Sports Medicine
Curriculum Level: Undergraduate

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<td>Concentration</td>
<td>SPMZ</td>
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Undergraduate
Overall Credit Hours Earned: **72.000**
Colorado State University Credit Hours Earned: **56.000**
Colorado State University GPA Credit Hours: **56.000**
Colorado State University Grade Points: **211.335**
Colorado State University Cumulative GPA: **3.773**
Transfer Credit Hours Earned: **16.000**

Not all credits posted may count toward graduation. For a full breakdown, review your Degree Progress Audit

### Academic Term Summary

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**Course Drop & Withdrawal Information**

**15 Total Credits
18 Max Credit Hours**

1. **HES 379-001 - Psychology and Sport**
   - 3 Credit Hour(s); Instructor: Busk, Brian D
   - 9:00AM - 9:50AM | M W F | Microbiology A 101 | Aug. 24 - Dec. 13

   - 4 Credit Hour(s); Instructor: Somers, Patricia R
   - 12:00PM - 12:50PM | M T W R | Chemistry A 101 | Aug. 24 - Dec. 13
   - 7:00PM - 8:50PM | R | Sep. 24 - Sep. 24
   - 7:00PM - 8:50PM | R | Oct. 22 - Oct. 22
   - 7:00PM - 8:50PM | R | Dec. 03 - Dec. 03

   - 1 Credit Hour(s); Instructor: Hewskirk, Tenaya Louise
   - 9:00AM - 11:50AM | R | Yates 509 | Aug. 24 - Dec. 13
   - Deadlines: | Add: Aug. 30 | Add w/ override: Sep. 09 | Drop: Aug. 28 | Withdraw: With signed Late Registration form until Course Withdrawal deadline

4. **BMS 302-L01 - Lab-Principles of Physiology**
   - 0 Credit Hour(s); Instructor: Vander-Lindholm, Connie
   - 9:00AM - 11:30AM | T | Physiology 112 | Aug. 24 - Dec. 13

5. **BMS 302-001 - Lab-Principles of Physiology**
   - 2 Credit Hour(s); Instructor: Vander-Lindholm, Connie
   - 8:00AM - 8:50AM | T | Yates 104 | Aug. 24 - Dec. 13

6. **PH 121-L11 - General Physics I**
   - 0 Credit Hour(s); Instructor: Jones, Brian
   - 6:00PM - 7:50PM | W | Engineering 214 | Aug. 24 - Dec. 13

7. **PH 121-R10 - General Physics I**
   - 0 Credit Hour(s); Instructor: Jones, Brian
   - 1:00PM - 1:50PM | T | Scott Bioengineering 229 | Aug. 24 - Dec. 13

8. **PH 121-002 - General Physics I**
   - 5 Credit Hour(s); Instructor: Jones, Brian
   - 10:00AM - 10:50AM | M W F | Engineering 100 | Aug. 24 - Dec. 13

**WARNING:** Beginning the first day of the semester, if you withdraw completely from the university, you will be charged a percentage of tuition and fees.

Read further: [http://registrar.colostate.edu/registration/registration-changes/](http://registrar.colostate.edu/registration/registration-changes/)
AGENDA ITEM # 11
CITY COUNCIL COMMUNICATION FORM

FROM: Greg Thompson, Consulting Planner
DATE: September 1, 2015
ITEM: Review of a Resolution to revise an existing access permit to allow the addition of a gas station use for an existing Central City Parkway access at the Mountain Gateway Center located at the bottom of the Parkway (Hidden Valley exit).

NEXT STEP: Review and Render Decision on Resolution

___ ORDINANCE
___X RESOLUTION
___ INFORMATION

I. REQUEST OR ISSUE:

Parkway Plaza LLC (the “Applicant”) is in the process of adding a gas station component to the existing Mountain Gateway center. The access to this property comes from the Central City Parkway, as was conditionally approved by the City in 2011 (pursuant to Resolution No. 11-13). Both the prior Resolution and the City’s Parkway Access Code (Article VII of Chapter 8 of the Municipal Code) requires that a change in use or modification of the approved access requires additional review and approval of new access permit.

II. RECOMMENDED ACTION / NEXT STEP:

Make a motion to adopt Resolution No. 15-17 (attached).

The City Manager is recommending conditional approval of the new access permit. In accordance with the Parkway Access Code, no access permit may be issued unless and until ratified by City Council.

III. FISCAL IMPACTS:

None. All applicable application fees have been remitted to the City by the Applicant.
IV. BACKGROUND INFORMATION:

Idaho Springs - The Mountain Gateway Center is actually located in the City of Idaho Springs, but the access comes from the Central City Parkway. Idaho Springs has reviewed and approved the site plan and construction has begun on the site.

Site and Observations
- The site plan can accommodate fuel delivery trucks as shown by the submitted site plan with a “turning template.” The access point needs to be widened slightly to accommodate the proposed turning movement.
- The site contains an existing business.
- The proposed design minimizes the impact to the parkway, by making sure turning truck traffic will not be required to cross the yellow line into oncoming traffic when entering the Mountain Gateway Center site.
- The anticipated traffic increase as part of the proposed gas station is relatively minor (less than 10% increase)
- A traffic study was done when the site was originally constructed.
- Traffic on the parkway is less than was originally anticipated (has consistently been under 5000 cars per day).
- The addition of traffic associated with this use will not significantly impact the parkway.

Central City BID (District) Review

As required by the terms of the Access Permit previously approved by the City in 2011 and in accordance with the City’s Access Code, the Central City Business Improvement District reviewed the access permit request and use change on August 27, 2015. The District’s recommendations have been incorporated into the conditions of approval on the modified access permit.

V. LEGAL ISSUES:

None.

VI. CONFLICTS OR ENVIRONMENTAL ISSUES:

None.
VII. SUMMARY AND ALTERNATIVES:

City Council has the following options:

(1) Adopt Resolution No. 15-17, as presented;
(2) Direct staff to make revisions to the Resolution and schedule consideration of the Resolution on a future City Council agenda; or
(3) Reject or deny the resolution.

RECOMMENDED MOTION: “I MOVE TO APPROVE RESOLUTION 15-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO, RATIFYING THE CITY MANAGER’S CONDITIONAL APPROVAL OF THE MODIFIED REVOCABLE ACCESS PERMIT FOR THE PARKWAY PLAZA LLC PROPERTY.”

Attachments: Resolution No. 15-17
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 15-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL,
COLORADO RATIFYING THE CITY MANAGER’S CONDITIONAL APPROVAL
OF THE MODIFIED REVOCABLE ACCESS PERMIT FOR THE
PARKWAY PLAZA LLC PROPERTY

WHEREAS, pursuant to C.R.S. Section 31-15-702 and Section 43-2-147(1), the City
of Central (“City”) is authorized to regulate vehicular access to and from any public highway
under its jurisdiction from or to property adjoining a public highway in order to protect the
public health, safety and welfare; and

WHEREAS, the City has adopted a Parkway Access Code (“Access Code”), codified
in Article VIII of Chapter 8 of the Municipal Code, to regulate access to and from the Central
City Parkway; and

WHEREAS, in accordance with the City’s Parkway Access Code, Parkway Plaza LLC
(“Applicant”) previously submitted an application for an access permit (“Access Permit”) to
the Central City Parkway; and

WHEREAS, the Access Permit was conditionally approved by and through City
Resolution No. 11-13 dated April 19, 2011 (the “Previously Approved Access”);

WHEREAS, the Access Code requires a new Access Permit if the existing access is
physically relocated or modified in terms of size, or if there is a change in use of the site being
served by an existing access that will increase anticipated traffic volumes above those
generated by existing uses; and

WHEREAS, the Applicant proposes to modify the Previously Approved Access in
order to widen the same and to construct related improvements in order to accommodate the
addition of fuel pumps to Applicant’s property; and

WHEREAS, no access to the Parkway shall be permitted, unless (i) there is full
compliance with the requirements and standards set forth in the Access Code by the
Applicant; and (ii) approval is granted in writing by the City Manager through issuance of an
access permit in consultation with the Central City Business Improvement District
(“District”); and (iii) upon ratification by the City Council; and

WHEREAS, the City may issue an Access Permit only after (i) review of the
engineering plans and related documentation; (ii) payment of all taxes, assessments, charges
and fees prescribed under this Parkway Access Code; and (iii) approval thereof by the City, in
consultation with the District; and
WHEREAS, the access permit shall set forth the term thereof, any conditions relating
to access to the Parkway and the completion of access improvements, and the incorporation
by reference of all provisions of the Access Code; and

WHEREAS, the City has received a complete permit application from the Applicant
that includes engineering plans and other required information, to the extent not waived by the
City Manager; and

WHEREAS, the existing retail uses on the site are proposed to be changed to include a
gas station which is anticipated to increase traffic volumes above those generated by the
existing uses; and

WHEREAS, the City has consulted with the District, and the District concurs with the
City Manager’s recommendation to conditionally approve the modified Access Permit as set
forth below; and

WHEREAS, the City Council finds that the permit application has satisfied all three
(3) of the Criteria of Approval as described in Section 8-7-80, Criteria of Approval, of the
Access Code.

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

Section 1. The foregoing recitals are adopted and incorporated herein as findings
of the City Council.

Section 2. The City Council hereby ratifies the City Manager’s conditional
approval of the modified Access Permit subject to the conditions and restrictions set forth in
this Resolution, the conditions and restrictions set forth in City Resolution No. 11-13, and any
other applicable requirements of the Access Code and the Central City Municipal Code.

Section 3. The City Council hereby determines that given the minimal nature of
the improvements to occur within the Parkway ROW (expansion of eastern portion of existing
concrete apron), there shall be no performance, payment and completion guarantee
(“guarantee”) required to be deposited by Applicant with the City prior to the issuance of the
modified Access Permit. If the City determines that a guarantee will be required in order to
cover the costs of the project, or otherwise necessary protect the City and District against any
costs for completing construction or correcting deficiencies in the access improvements
during the applicable warranty period, the City shall notify the Applicant in writing that it
shall proceed to deposit a guarantee in the form of a cash escrow account with the City, in
such amount as may be determined by the City Manager. The City may revoke the Access
Permit if the Applicant fails to deposit the guarantee with the City within thirty (30) days of
written request by the City.

Section 4. Prior to issuance of the modified Access Permit, the Applicant shall
provide Certificates of Insurance naming Central City and the Central City Business
Improvement District as additional insureds, in the minimum amounts and pursuant to the requirements of Section 8-7-70(3)(e) of the Access Code. Failure to maintain such insurance will result in the suspension or revocation of the Access Permit.

Section 5. The Access Permit shall be subject to the following construction, access and use restrictions:

a. It is specifically understood that the terms and conditions of this Access Permit are based on the proposed uses of the Property according to the Master Site Plan for Mountain Gateway Center dated February 18, 2011, and as modified by the convenience store site plan dated 7/30/15 showing delivery truck turning movements being accommodated into the site.

b. Approval of the Access Permit shall require minimal widening of the entrance to the site to accommodate petrol delivery vehicles. No other traffic control modifications to the existing access or the Parkway shall be required, unless the City determines that additional traffic control measures are necessary to prevent a safety hazard to users of the Parkway, or otherwise are necessary to protect the safety and welfare of City residents and other members of the traveling public using the Parkway.

c. Any future consideration for a modification to this Access Permit, for future uses and/or turning movements, shall be subject to all applicable provisions of the City’s Parkway Access Code requirements.

d. It is expressly understood that any re-application for this access shall adequately mitigate the impacts of future uses and/or turning movements onto the Central City Parkway, as prescribed in the then adopted Parkway Access Code.

e. All applicable local, state and federal permits, including but not limited to, City of Idaho Springs building permit(s) and Land Use Entitlements, CDHPE Storm Water Management Plan permit(s), and USACOE 404 permit(s) shall be maintained and held current throughout the duration of the construction of the project.

f. Any expansion or future change in use of the access shall require a subsequent review by the City and the District, and any improvements that are required following that review shall be completed at the sole cost and expense of the property owner.

g. The property owner shall dedicate property for additional Parkway ROW if necessary.

h. The property owner shall be responsible for any signalization needed at the access onto the Parkway.
i. No above ground utilities will be permitted in the Parkway ROW.

j. The property owner shall maintain the access and the City of Central retains the right to mandate any access point maintenance (broken curb / gutter) due to neglect, use, or misuse by the property owner, customers, or visitors to the site.

k. Winter maintenance work on this site shall not interfere with Parkway winter maintenance. Snow removal from the private property will not adversely affect the Parkway. Snow must not be placed, thrown or plowed onto the Parkway at any time.

Section 6. Severability. If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution, the intent being that the same are severable.

Section 7. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 1st DAY OF September, 2015.

CITY OF CENTRAL, COLORADO

By: ____________________________
    Ronald E. Engels, Mayor

ATTEST:

By: ____________________________
    Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ____________________________
    Marcus McAskin, City Attorney
AGENDA ITEM #12
CITY COUNCIL COMMUNICATION FORM

FROM: Sam Hoover, Public Works Director

DATE: August 26, 2015

ITEM: Resolution No. 15-18, A resolution of the City Council of the City of Central, Colorado AWARDING A BID FOR CITY PROJECT NO. 2015F-01 – CENTRAL CITY PARKWAY FLOOD REPAIR PROJECT

NEXT STEP: Make a motion to approve Resolution 15-18

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I. REQUEST OR ISSUE: Make a motion to enter into a construction contract with ESCO Construction Co. to have the Contractor perform repairs to the Parkway sustained during the September, 2013 flood.

II. RECOMMENDED ACTION / NEXT STEP: Make a motion to award the bid for the Project to ESCO Construction Co. (the successful bidder, hereinafter the "Contractor") in the not to exceed amount of Four Hundred Fourteen Thousand Two Hundred Fifty Five and 60/100 Dollars ($414,255.60), based on the unit price(s) set forth in the Contractor's bid and the estimated work quantities associated with the Project.

III. FISCAL IMPACTS: Funding for the repairs comes from a FEMA Grant number 14-L4145-080.

IV. BACKGROUND INFORMATION: Central City Parkway/US Highway 6 of Central City Colorado was affected by a flood incident from the period of September 11 through September 30, 2013, FEMA Disaster Number 4145. An application (FEMA Number PA-08-CO-4145-RPA-0309) was made for federal funding to repair Central City Parkway at five separate sites along the roadway which is approximately 8.4 miles long. Of the five sites, Site 4 has been repaired and is not to be considered in the scope of work.

V. LEGAL ISSUES: None

VI. CONFLICTS OR ENVIRONMENTAL ISSUES: None
VII. **SUMMARY AND ALTERNATIVES:**
1. Move to adopt Resolution 15-18.
3. Table for further discussion.
4. Do not adopt Resolution 15-18.
CITY OF CENTRAL, COLORADO
RESOLUTION NO. 15-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CENTRAL, COLORADO AWARDING A BID FOR CITY PROJECT NO. 2015F-01 – CENTRAL CITY PARKWAY FLOOD REPAIR PROJECT

WHEREAS, in July of 2015 the City of Central solicited bids for the City’s Parkway Flood Repair Project, Project No. 2015F-01 (the “Project”) in accordance with Colorado law by publishing the request for proposal/invitation for bid (“RFP”) and by posting the RFP on the Rocky Mountain E-Furchasing System; and

WHEREAS, City Staff has evaluated the unit price bids received from bidders together with the specific criteria set forth in IFB to determine the responsible and responsive bidder for the Project; and

WHEREAS, it is the desire and intent of the City Council to award a construction contract to the responsible and responsive bidder who submitted a bid in compliance with the reasonable and stated specifications contained within the IFB; and

WHEREAS, the City Council, after full consideration of the bids submitted and the recommendations of City Staff, finds that ESCO Construction Co. (the successful bidder, hereinafter the “Contractor”) submitted the responsible and responsive bid for the Project; and

WHEREAS, it is in the best interests of the City to award the bid for the Project to the Contractor in the not to exceed amount of Four Hundred Fourteen Thousand Two Hundred Fifty Five and 60/100 Dollars ($414,255.60), based on the unit price(s) set forth in the Contractor’s bid and the estimated work quantities associated with the Project; and

WHEREAS, the City desires to enter into a construction contract with the Contractor to have the Contractor perform the work described with particularity in the RFP and in accordance with the other contract documents specifically referenced in the construction contract and incorporated therein (collectively, the “Construction Contract”).

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

Section 1. The City Council hereby (a) awards the Project to the Contractor in the not to exceed amount of Four Hundred Fourteen Thousand Two Hundred Fifty Five and 60/100 Dollars ($414,255.60), (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the Construction Contract as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the City Manager to execute the Construction Contract on behalf of the City.

Section 2. The City Council further authorizes the City Manager to execute on behalf of the City of Central such letters, orders, and other documents necessary or desirable to
complete the Project within the budget for the Project, as set forth and identified in the City’s budget, as the same may be amended from time to time (the “Project Budget”). If costs and expenses associated with completing the Project exceed the Project Budget, such that a supplemental appropriation is required to be approved by City Council following a public hearing thereon, the signature authority set forth in this Resolution shall be temporarily suspended until such time as the City Council has considered and approved the supplemental appropriation(s) approving the funding necessary to complete the Project.

Section 3. During the pendency of the Project, the City Manager shall provide periodic updates to City Council regarding the status of the Project.

Section 4. The City Council shall indemnify, hold harmless, and defend the City Manager in the exercise of the powers granted by this Resolution provided that such exercise is made in a reasonable and good faith reliance on the authority granted by this Resolution and such exercise is within the scope of the City Manager’s duties and authorities as the chief administrative official of the City of Central.

Section 5. Effective Date. This Resolution shall take effect upon its approval by the City Council.

ADOPTED THIS 1st DAY OF SEPTEMBER, 2015.

CITY OF CENTRAL, COLORADO

By: ___________________________________________________________________
          Ronald E. Engels, Mayor

ATTEST:

By: ___________________________________________________________________
          Reba Bechtel, City Clerk

APPROVED TO FORM:

By: ___________________________________________________________________
          Marcus A. McAskin, City Attorney
To: Mayor Engels, City Council, and City Manager Miera
From: Reba Bechtel, City Clerk
Date: September 1, 2015
Re: Bi-weekly Report

- Prep for Regular Council meeting
- Attended HPC meeting and did Packet prep for 8/12/15
- Worked with applicants and their contractors on building permits for the retail marijuana store at 171 Lawrence under renovation
- Assisted with Black Hawk Consultant Reimbursement Agreement for services related to the Colvin Tract for a parking area
- Misc information regarding: sign permits, special events, building permits, code questions, HP, records research, liquor, marijuana, and zoning information.
To: Danie R. Miera, City Manager
Cc: Mayor and Council
From: Abigail R. Adame, Finance Director
Date: September 1, 2015
Re: Staff Report

➤ Finance

- Attended FEMA training regarding project closeout.
- Met with Will Raatz the City’s engineer regarding the status of completion of the water intake grant project with USDA.
- Attended the bid opening for the FEMA project.
- Attended weekly FY2016 budget preparation meetings with the City Manager.
- Submitted a claim to CIRSA regarding vehicular damage to police unit #224.
- Met with management and reviewed their department’s budget request for FY2016.
- Continue working on revenue projections for FY2016.

➤ Note: A partial distribution equal to 70 percent of the distribution made in FY 2014 from the limited gaming and extended limited gaming fund was disbursed on August 27 in the amount of $513,522. The remainder is anticipated to be disbursed in September–October.

➤ Human Resources

- The City has hired two police officers and one water operator.
- Continue to work with the consultant conducting the classification and compensation study. The anticipated completion date for such study is mid-September.
- Requested quotes for health insurance benefits for FY2016.
To: Mayor Engels, City Council, and City Manager
From: Sam Hoover, Public Works Director
Date: August 26, 2015
Re: Bi-weekly Report

- **Erosion Repairs** – Staff completed erosion repairs at the 3.5 mile marker of the Parkway. Repairs included a concrete head wall at a culvert and placement of rock in a washed out area of the embankment.
- **Drop-inlet Replacement** – Staff removed and rebuilt the drainage structure located on County Road Street and 1st High Street.
- **Eureka Street/ Xcel project** - Xcel replaced the city owned culvert that was damaged as a result of the project. Xcel was contacted and asked to provide a timeline for the remainder of the project.