



CITY OF TRINIDAD
TRINIDAD, COLORADO

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

The following items are on file for consideration of Council:

****PROCLAMATION – “George Ortiz Day – April 22, 2015****

**** PROCLAMATION – Arbor Day – April 24, 2015****

**** PROCLAMATION – Trinidad State Junior College Day- April 20, 2015****

- 1) **ROLL CALL**
- 2) **APPROVAL OF MINUTES**, Regular Meeting of April 7, 2015 and Special Meeting of April 14, 2015
- 3) **PUBLIC HEARING**
 - a) Change of Location application filed by Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina from 516 E. Elm Street to 1415 Nolan Drive
 - b) New Retail Marijuana Store license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street
 - c) New Retail Marijuana Cultivation Facility license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street
 - d) New Medical Marijuana Center license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street
 - e) New Medical Marijuana Infused-Products Manufacturer license application filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street
- 4) **PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN**
- 5) **UNFINISHED BUSINESS**
- 6) **MISCELLANEOUS BUSINESS**
 - a) 3.2% Beer Off Premises liquor license renewal request by Safeway Store Forty-Six, Inc. d/b/a Safeway Store #722 at 457 W. Main Street
 - b) Beer & Wine liquor license renewal request by Mt. Carmel Health, Wellness and Community Center at 911 Robinson Avenue
 - c) Modification of Premises application filed by M & M Distributing, LLC at 422 N. Commercial Street
- 7) **COUNCIL REPORTS**
- 8) **REPORTS BY CITY MANAGER AND CITY ATTORNEY**
- 9) **BILLS**
- 10) **PAYROLL**, April 11, 2015 through April 24, 2015
- 11) **ADJOURNMENT**

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Audra Garrett, City Clerk, 135 N. Animas Street, Phone (719) 846-9843, or FAX (719) 846-4140. At least a 48 hour advance notice prior to the scheduled meeting would be appreciated so that arrangements can be made to locate the requested auxiliary aid(s).

Office of the Mayor

Trinidad, Colorado

Proclamation



"GEORGE ORTIZ DAY"
APRIL 22, 2015

WHEREAS, George Ortiz, a native of Trinidad and Las Animas County, has contributed much toward the education of the youth in our community, through his role in education and guidance counseling; and

WHEREAS, throughout his life, Mr. Ortiz has touched the lives of many of our students through his outreach to recognize their academic abilities and further those abilities through continuing education; and

WHEREAS, through his students as an administrator, educator, coach and counselor, Mr. Ortiz had earned numerous awards, including the Exemplary Counselor Service Award in 1991, and a Service Award from the College Board in 1994. He was also recognized by Kansas State & University for his involvement in a program entitled "Counseling High Skills: Vo-Tech Career Options: and by the Latin Golf Association for his dedication to youth; and

WHEREAS, in addition to his educational furtherance, George Ortiz has been a long-standing, renowned member of Las Animas County throughout his life, served in the U. S. Coast Guard during World War II, is a family man, belonged to philanthropic organizations as well as professional organizations. Mr. Ortiz has been a role model in the community.

NOW, THEREFORE, I, JOSEPH A. REORDA, MAYOR OF THE CITY OF TRINIDAD, COLORADO, on behalf of the Trinidad City Council do hereby proclaim April 22, 2015, as:

"GEORGE ORTIZ DAY"

in the City of Trinidad, Colorado, in acknowledgement and gratitude to George Ortiz for his many contributions to the community.



*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date _____

Office of the Mayor
Trinidad, Colorado
Proclamation



"ARBOR DAY"
April 24, 2015

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than one million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, beautify our community, and wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Joseph A. Reorda, Mayor of the City of Trinidad, Colorado, on behalf of the entire Trinidad City Council, do hereby proclaim April 24, 2015, as:

"ARBOR DAY"

in the City of Trinidad, and urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations, and further urge citizens to participate in local Arbor Day activities.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date _____



Office of the Mayor
Trinidad, Colorado
Proclamation



"TRINIDAD STATE JUNIOR COLLEGE DAY"
April 20, 2015

WHEREAS, it can be demonstrated that since the beginning of time that knowledge, learning and education is undeniably the foundation to all things; and

WHEREAS, Trinidad State Junior College is highly valued as the oldest two-year college in Colorado, providing such knowledge, learning and education; and

WHEREAS, April 20th will mark the 90th anniversary of Trinidad State Junior College as an institution of higher education, having been born of Senate Bill 403 on April 20, 1925; and

WHEREAS, Trinidad State Junior College has consistently risen to the challenge of providing all of its students the benefit of an eclectic approach to resolve their education needs and achieve their maximum learning and earning potential; and

WHEREAS, Trinidad State Junior College has, through the years, been responsive in adapting and reinventing itself to meet the ever-changing educational needs of its students and our community; and

WHEREAS, Trinidad State Junior College continually proves itself to be a valuable, if not essential, component to our community.

NOW, THEREFORE, I, JOSEPH A. REORDA, MAYOR OF THE CITY OF TRINIDAD, COLORADO, on behalf of the entire City Council do hereby proclaim April 20, 2015 as:

"TRINIDAD STATE JUNIOR COLLEGE DAY"

in the City of Trinidad, and urge all citizens to join the City of Trinidad in celebrating Trinidad State Junior College.

*In witness whereof I have hereunto set my hand
and caused the seal of this city to be affixed.*

Mayor _____

Date _____



-4/7/2015

CITY OF TRINIDAD
TRINIDAD, COLORADO

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

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

The pledge of allegiance was recited.

PROCLAMATION – Week of the Young Child – April 12 – 18, 2015. Mayor Reorda read aloud the Proclamation and it was presented to Jennifer Sanchez McDonald and Deb Hartman on behalf of Huerfano-Las Animas (HuLA) Counties Early Childhood Advisory Council and the COG Early Learning Center, respectively.

APPROVAL OF THE MINUTES. Regular Meeting of March 17, 2015 and Special Meeting of March 24, 2015 and March 31, 2015. A motion to approve the minutes as presented was made by Councilmember Fletcher and seconded by Councilmember Bolton. The motion carried unanimously.

PUBLIC HEARING. New Retail Marijuana Store license application filed by Faragosi Farms Incorporated d/b/a Faragosi Farms at 118 Santa Fe Trail; New Retail Marijuana Cultivation Facility license application filed by Faragosi Farms Incorporated d/b/a Faragosi Farms at 612 Hainlen Street; and New Retail Marijuana Product Manufacturing Facility license application filed by Faragosi Farms Incorporated d/b/a Faragosi Farms at 612 Hainlen Street. Davyd Smith, Faragosi Farms, represented by Attorney Shawn Hauser, addressed Council and were sworn in. Ms. Hauser provided an opening statement. She said that the applicant, Faragosi Farms, submitted a complete application for a Retail Marijuana Store, Retail Marijuana Infused Products Manufacturing Facility, and Retail Marijuana Cultivation Facility. They obtained all of the conditional use permits and the State has issued conditional licenses. They have been working hard to get all of the permits and compliance necessary to complete their build out. She submitted that the zoning is appropriate for each of the three licenses – the store is in the historic preservation district, near a liquor store and another marijuana business; the cultivation and infused product facilities are in the industrial zone. Davyd Smith is the 100% owner. He has an extensive background in information technology and business management. He sits on the board of No-Kill Colorado and Saving Colorado Pets. He is looking forward to contributing to the community and the business supporting the entities including the soup kitchen and the community in any way it can. She concluded that she believed Council will see from the evidence and testimony that Mr. Smith is of good moral character and meets the qualifications for licensure. Davyd Smith testified that he is the 100% owner and only officer of the corporation and is the president. He is the only shareholder. The store will be at one location and the cultivation and infused products will be at another one. The retail store will be located at 118 Santa Fe Trail. The property there was previously a vacant former liquor store. He said they have remodeled and it looks beautiful. The grow and manufacturing facility will be at 612 Hainlen. It is currently an empty lot at the end of the block. They have done no work at that location as of yet. The trade name will be Faragosi Farms. The corporation was formed in September, 2014. Faragosi Farms Incorporated is a Colorado corporation in good standing. Mr. Smith testified that he anticipates having 14 employees all together - eight at the retail store and three each at the grow facility and at the manufacturing facility. There will be a key employee at each place. The landlord at 118 Santa Fe Trail is Craig Hixson. He is listed as a financial contributor in the application, but has no financial interest in the business aside from being the landlord. That is the entirety of his contribution. Craig Hixson is also the landlord at 612 Hainlen Street. There is a financial contribution from 2MC Holdings supported by a promissory note. That is the only other contributor. Mr. Smith testified that he has familiarized himself with the code and rules and regulations from the Department of Revenue and local codes. He acknowledged that he is responsible for his knowledge of the Colorado retail marijuana code. He said he has read everything. His initial supply for the store he anticipated acquiring from a Boulder company. He has been talking to several different suppliers looking for products that will fit their business model – a natural model. He also testified that he reviewed the application and everything therein is true and correct to the best of his knowledge. There are no financial backers who are not revealed in the application. 2MC Holdings lent money. He hoped to not have to take on any additional financial backers. He acknowledged that this business is proposed to be in close proximity to another marijuana store. Department of Revenue has given approval for these locations. Mr. Smith acknowledged his requirement to cooperate with all City officials. If the retail store license is approved this evening, Mr. Smith said he might be able to open on April 17th. That is the target date. The building looks great and they have finished everything the City asked for. The store was a mess before. They re-supported the entire structure, the roof was leaking and it had cracked walls. Mr. Smith further testified that he submitted the background information necessary to show he is of good moral character. The fingerprint results for Davyd Smith support that he is of good moral character. Mr. Smith advised that he doesn't yet have a certificate of occupancy. He reiterated his understanding of the requirement to cooperate with all City officials in terms of opening and operating the business. Mr. Smith stated that compliance is the first thing they have to worry about and the most important thing to him to start. They have to be compliant to be successful. The security plan and exterior lighting plan is part of the application. They have engaged Canna Security America, a Colorado company who specializes in this industry. The business will have 24-hour surveillance with 18 cameras. Mr. Smith acknowledged that the federal or state government could undo the retail marijuana scheme. He also acknowledged that in times of water austerity the City could cut off his water supply. Mr. Smith said they will use aquaponics whereby they have a 90% reuse of the water they use. Because of what they are doing they are very resource friendly and clean. City Attorney Downs said he understands that part of town has parking concerns. He said it is not part of the application process, but asked Mr. Smith if he had any suggestions relative to the same. Mr. Smith said there is a two-hour limit. There are nine spaces in front of the business and several behind as well as Main Street and other surrounding streets. He said it is not actually enforced, but if it was he didn't think there would be any problem whatsoever.

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Also, he said their business and the business next door will have people going in and out, which will also help. The yoga patrons may stay a little longer. Mayor Reorda asked where the business name comes from. Mr. Smith said it is from a song. Councilmember Fletcher asked about the Hainlen Street property. Mr. Smith said that property will have the same security as the store has and will be well lit and protected. The cultivation facility will have an aquaponics structure where they use a fish tank that creates ammonia and nitrates that feed the plants and they will use the sun. The water is recirculated. They lose about 10% to evaporation. It is all self-contained inside the building, as will the manufacturing facility. That building will be quite small because they don't need a lot of space to manufacture. The entire area will be fenced with electric fence. He said they will do whatever the City recommends to ensure no one can get in there. It will also have 24-hour surveillance. Councilmember Bonato asked if the site plan was presented to the Planning Commission. Mr. Smith answered affirmatively. Councilmember Bonato said it shows a 3,696 square foot flowering greenhouse. He asked Mr. Smith to describe the building. Mr. Smith said it is still being designed. He called upon a key employee who was in his accompaniment. Karl Campbell addressed Council and said it is proposed to be a traditional plastic greenhouse. Councilmember Bonato said he was curious about the type of building. Mr. Campbell said they are built for the environment, with a strong foundation, built for the ice. They are still talking with manufacturers about what they want to have. The amount of space allows for two large tanks and rows of grow beds. Councilmember Bonato asked City Attorney Downs if this wasn't secure how the Planning Commission approved it. City Attorney Downs answered that the Planning Commission wouldn't necessarily look at the type of building for a conditional use permit. He said he understands security concerns but that isn't within the area of Planning Commission. Security is more of a consideration for City Council. Ms. Hauser stated that the state law has incredibly comprehensive security requirements. The applicant will have to comply with the state requirements. Any modifications would require state and they have to notify the City and have to get local permits, etc. City Attorney Downs corrected that they have to do the same with the City also. Councilmember Bonato stated that the former Pizza Hut in Walsenburg is a marijuana facility and is a plastic greenhouse. Mr. Smith said he hasn't yet decided on the final design. They knew they'd have to talk to the City. With the retail store he said they did everything the City asked of them. He said he hopes there is the same type of relationship at 612 Hainlen Street property. Councilmember Bonato confirmed that there will be three buildings at 612 Hainlen Street, a flowering greenhouse, manufacturing facility and breeding greenhouse. Councilmember Torres stated that she is not familiar with Hainlen Street and asked if it is a residential area. Mr. Smith said there is a street with some houses and if you make a right and go a little further it is an empty lot at the end of the street. He said he notified everyone they had to about them coming in there. They talked to some of the neighbors. Reaching out to them was necessary, reminding that the property is at the end of the block. Ms. Hauser reiterated that the zoning of the proposed premises is Industrial. Councilmember Mattie revisited the parking at 118 Santa Fe Trail, recalling the testimony of there being nine spaces, and asked Mr. Smith to clarify. Mr. Smith stated that there are nine spaces in front of the business that are shared by a number of businesses there. There is also street parking on all three sides. Councilmember Mattie asked if he has other marijuana businesses in Colorado. Mr. Smith said he does not; this will be his first one. Councilmember Mattie asked him what he knows about Trinidad. Mr. Smith said this is the third time he has been here for the business and he had been here three other times in the past 20 years. It is a very nice town. He is very familiar with Noah's Ark, being on a couple of animal shelter and rescue board in Conejos County. Homeless pet problems are worse in Southern Colorado than anywhere else. He met with Kim Riddle from Noah's Ark. Trinidad has a great little shelter and he is very excited to support them going forward. He will also support the Fishers Peak soup kitchen. Trinidad is a great place and he loves it. Councilmember Mattie asked why he chose Trinidad. Mr. Smith said he looked all over the state and chose Trinidad because of the position it was in with welcoming the industry. This location resonated with him. Councilmember Mattie asked the business wisdom in locating a marijuana business next to a marijuana business. Mr. Smith said they were pursuing that property before the other one was there. He is involved in other businesses, but this business is his first of this kind. Some fail and some succeed. He said he believes to have a great business model. They want to be a good part of the community and have great people that want to work with him. He said he thought both businesses can do well and said he thinks town can support them. Councilmember Mattie asked what two retail facilities next door to each other at the first exit at the gateway to our City going to tell visitors to our City. Mr. Smith said he didn't think there would be a negative connotation. It's a legal business that Colorado has welcomed. Councilmember Mattie stated that he supports the retail marijuana business as he recognizes in this seat he has a different responsibility to the citizens, one of which is to embrace Amendment 64. However there are a number of other citizens concerned about us getting inundated. He asked him for information so he could have better answers for his constituents. Ms. Hauser objected on the grounds of relevance. She didn't understand the relevance of his opinion on marijuana and its location as to the merits of the application. Councilmember Mattie said it is relevant with two next door to each other. Mr. Smith said he can't talk for the neighboring business, but said he is committed to working with the community. He is excited to work with the animal shelter. It is a great community supporting that shelter and he wants to make it better. They will also support the soup kitchen. They will be good neighbors to the residents and businesses. Councilmember Mattie said he didn't mean to suggest otherwise. Mr. Smith summarized that he can tell people that they are a business here and will invest profits into the community. Councilmember Mattie complimented the discrete appearance of their sign. Ms. Hauser added that he can tell constituents that folks who come to town where there's responsible regulation and the regulations work can take it out of the hands of criminals and into the hands of responsible businesses. Councilmember Miles commented that the parking situation is not adequate on west Main Street. There is a war going on. She suggested he make a plan because it will be a problem for him. He may want to get together with others and talk about it. Councilmember Torres asked if the people working in that area are parking there all day. Councilmember Miles said that happens at times. It is also difficult to get parking enforced. She thought it was just the sheer volume of traffic with three high-volume businesses across from each other. Mayor Reorda suggested if people want to get to a business they will park away. Ms. Hauser said Mr. Smith is taking steps to address parking. It is beyond him to enforce the two-hour parking limit. Councilmember Miles asked if the landlord was identified as a financial backer. City Attorney Downs said he is listed under people with a financial interest. Craig Hixson was identified and he was trying to clarify it. Mr. Smith said he is only the landlord and he pays what he believes to be market rent. To an inquiry from Councilmember Miles, Mr. Smith said he has one loan from 2MC Holdings totaling \$150,000. Councilmember Miles said it is unusual to get a 100% loan, although it has an attractive 10% interest rate. Who provides all the money? Mr. Smith said 2MC Holdings is owned by John Maclier and Tom McCallister, people he has worked with in the IT industry for years. They are friends and associates. He said he talked to them about this and they were willing to try to create something with a new business, so they came up with a deal. He had an estimate of \$150,000 and said he hoped to get everything going with that. He added that he finds a 10% interest rate to be a good deal in this industry and he wouldn't have gotten that somewhere else. He said they are people he knows well and they have a mutual trust. To inquiry he confirmed that they are only getting the 10% interest and he is the only owner of this business. Ms. Hauser said loans are

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pretty common in the marijuana industry because of the interest rates and the inability to get a traditional loan. Councilmember Bolton pointed out that in all three applications the letter from the City Planner to this group is addressed to Mr. Lucero rather than Davyd Smith. She asked if that will taint this application. City Attorney Downs apologized for the error but said it doesn't nullify the application. It was a mistake on staff's part. Councilmember Miles confirmed that Robert Lucero has nothing to do with this application. Craig Hixson, landlord of both properties, addressed Council in support of the applications. He identified himself as the landlord of both properties. He said as soon as he heard Davyd Smith would give 33% to this community he was on board. He showed him the properties and leased them to him. Mr. Hixson said he is retiring in Trinidad and this should do a lot to improve this place. They also want to help with the tent city past Walmart. He concluded that he supports the license applications. Deepanshu (David) Girdhar, owner of Peaceful Herbs, addressed Council. He said he respects whatever decision Council delivers and wanted to make two points. Based on his research he said there have never been two dispensaries sharing a wall next to each other in Colorado. Secondly, parking is a huge issue. He's been working with the Yoga business. Adding another store will add to the parking. He will suffer business because of parking. If the City doesn't take care of it he thought it would create an atmosphere of businesses fighting for parking. He suggested it should be addressed. Alixx Rose addressed Council and identified herself as the Manager of Faragosi Farms. She told Council that all current employees will walk to work as they all live in close proximity. Their employees will not use that space. They will ensure any incoming employees will likewise not use the parking space. They will try to work with business and said they will encourage parking in more commutable parking. They want to create jobs and live their dream. Mayor Reorda confirmed that no one else wished to offer testimony. He opined people may have to walk. The hearing was closed. Councilmember Fletcher moved to approve the licenses and Councilmember Torres seconded the motion. Upon roll call vote the motion carried with all Councilmembers voting aye with the exception of Councilmember Bonato who cast a dissenting vote. Mayor Reorda and Councilmember Bolton read the following into the record:

This matter came on for hearing on the applications of Faragosi Farms, Incorporated, in Trinidad, Colorado, for a Retail Marijuana Store at 118 Santa Fe Trail, Retail Marijuana Cultivation Facility at 612 Hainlen Street and for a Retail Marijuana Product Manufacturing Facility at 612 Hainlen Street, before the City Council of the City of Trinidad, Colorado, acting in its capacity as the local licensing authority on April 7, 2015, in City Council Chambers in City Hall. The City Council having reviewed the application and supporting documents, reports of the City Clerk and other City staff, evidence at the hearing and testimony taken during the hearing, makes the following **FINDINGS**:

1. The applications are complete and signed by the applicant, and the applicant has paid the appropriate application and license fees.
2. The applications appear to be in substantial compliance with all of the requirements of Article 11, of Chapter 14 of the Trinidad Municipal Code. The applicant has testified to their willingness to comply with any and all areas of said Article whereby compliance at this time cannot be fully attained or substantiated.
3. According to the testimony of the applicant, the applications do not contain any material misrepresentations.
4. The proposed marijuana businesses comply with applicable zoning regulations. The City Council hereby finds that based upon the testimony of the applicant, the building in which the proposed marijuana business will be located will conform to the Trinidad City Codes, including the zoning code and all International Codes adopted by the City.
5. Davyd Smith, Craig Hixson, Alixx Rose, and the owner of Peaceful Herbs testified in favor of granting the license. No one testified in opposition to the granting of the license. No other persons testified in favor of or in opposition to the granting of the license.
6. The applicant through the facts and evidence adduced as a result of the City's investigation and testimony provided, made a prima facie showing that the applicant owner is of good moral character and any employees of this entity will likewise be of good moral character.
7. The City Clerk's report showed that there are currently 16 medical and retail marijuana licenses overall approved within the City of Trinidad, with six ownerships, at six addresses.
8. Based on the evidence presented at the hearing and the investigative materials provided for the hearing, the City Council finds that the locations of the businesses is appropriate, and that the applicant is of satisfactory moral character and there is a willingness by the applicant to fully cooperate with the officials of the City in the operation of this business.

THEREFORE, the City Council of the City of Trinidad, Colorado, as the local marijuana licensing authority, hereby approves and grants a Retail Marijuana Store License at 118 Santa Fe Trail, Retail Marijuana Cultivation Facility at 612 Hainlen Street and a Retail Marijuana Product Manufacturing Facility at 612 Hainlen Street in Trinidad, Colorado. The issuance of said license shall be withheld until a certificate of occupancy is issued by the Chief Building Official and upon his absolute confirmation of compliance with all codes adopted by the City of Trinidad. The licensee is not permitted to he possess product in advance of the license being issued.

PETITIONS OR COMMUNICATIONS, ORAL OR WRITTEN. None.

UNFINISHED BUSINESS. Consideration of Marketing Contract between ZIV, LLC, and the City of Trinidad, by and through the Trinidad Tourism Board. City Attorney Downs stated that this item was on the agenda at their request. It is the marketing contract the Tourism Board was in the process of going forward with. It is before Council to vote up or down. City Manager Engeland clarified that the consideration is just for approval of the contract with ZIV, LLC, and no additional action. Upon inquiry, he said this topic was not anticipated to be on the ensuing executive session but could be added if they would like. Councilmember Bolton made a motion to deny the marketing contract with ZIV, LLC. The motion was seconded by Councilmember Fletcher and carried by a unanimous roll call vote.

MISCELLANEOUS BUSINESS. Hotel and restaurant liquor license renewal request by Bella Luna, LLC d/b/a Bella Luna Pizzeria at 121 W. Main Street. Sandra Nichols and Jeff Quinn were present on behalf of the licensee. Councilmember Bolton made a motion to approve the license renewal. The motion was seconded by Councilmember Torres. Roll call was taken on the motion and carried unanimously.

Hotel and restaurant liquor license renewal request by Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina at 516 E. Elm Street. Reuben Torres, Sr. was present on behalf of Ristras Restaurant and Cantina. A motion to approve the license renewal was made by Councilmember Bonato and seconded by Councilmember Bolton. Upon roll call

vote the motion carried unanimously, excepting Councilmember Torres who abstained from the vote.

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Change of Ownership/Structure application filed by Canna Company d/b/a CannaCo at 3019 Toupal Drive. City Attorney Downs called upon Cynthia Genova and Josh Bleem to come forward. He reminded Council that Canna Company owns the license; Cynthia Genova is the 100% owner of the license; when going through the application process John Bleem addressed Council as General Manager. He discussed taking on partners as the business goes forward. He said this is not really a change of ownership. It is the addition of principals or individuals into Canna Company. Mr. Bleem said that Canna Company is owned 100% by Cynthia Genova. They are bringing on Floral Resources as an investor in the company (Josh Bleem misspoke; they are bringing on Double Moon, LLC, members). They will be shareholders. Councilmember Miles noted that they received their license approval not that long ago and at that time there was a concern about residency. She said she sees moving chairs and asked that he explain and why they didn't anticipate a change in capital structure. Mr. Bleem said they did anticipate through the growth of the project that Cynthia Genova would take on additional investors. As they continue to progress to cultivation he said the company needs to take on investment capital. It is part of the original business plan that they would be looking for additional capital. Councilmember Miles pointed out that the summary sheet indicates that the individuals have been vetted. She asked if that includes their criminal background and residency. City Attorney Downs responded affirmatively. Councilmember Miles asked for the story behind the criminal record. Anita Comer, native fifth generation Coloradoan, Susan Rainguet, eleven year resident of Trinidad and retired 37 year practice manager of cardiology and GI at Denver Health Medical Center, and Gary Gettman, who lives in Greeley and also a fifth generation Colorado native, and a real estate broker by profession and property manager, addressed Council as the three individuals proposed to have ownership interest in Canna Company. City Attorney Downs asked for an explanation of the trespass on agricultural land and criminal mischief charges. Mr. Gettman said the charges were dismissed. All three of them had purchased some lots in Phase Three of Long Horn Ranch, due west of Thatcher, Colorado, between 1992 and 1998. It is a subdivision of 30 six-acre lots. In approximately 1999 they incurred an issue with access. They found out that the developer had not secured legal access as part of the subdivision. They did research in that area and discovered county road maps from 1930 to 1966 that demonstrated that Las Animas County Rd. 78 existed in that time frame and ran from Thatcher due west to their property. It was a dedicated County road and maintained by the County well into the 1960s and had never been vacated. Road law works that once a road always a road unless vacated, which it was not. They were accessing their property via this road and had the weekend before met with then County Attorney Jim Tatum. They showed Mr. Tatum their documents and he agreed with them that it was a County road. They showed him the maps and he said go ahead and use it to access your property. That is what they were doing on that day. It was alleged that they cut a chain and locks, but it was not true. There was a lock around a gate; the gate was across the County road. They opened the gate and went through. They then encountered a second gate. That lock should not have been there. Councilmember Miles withdrew her question. To Councilmember Mattie's questions, Mr. Gettman said they still have the property and are using the same road. A motion to approve the Change of Ownership/Structure application filed by Canna Company d/b/a CannaCo at 3019 Toupal Drive was made by Councilmember Bolton and seconded by Councilmember Miles. Upon roll call vote the motion carried unanimously.

Modification of Premises application filed by Trinidad's Higher Calling U, LLC at 1000 Independence Road. Robert Mitchell Schultz was present on behalf of the request. He said he got CBO Chris Kelley to agree to the fire wall he needs to build. They are also expanding the sales room and the modifications were approved by the State on March 16th. This is the final step. Councilmember Bolton made a motion to approve the modification and Councilmember Fletcher seconded the motion. Upon roll call vote the motion carried unanimously excepting Councilmember Bonato who cast a dissenting vote.

Modification of Premises application filed by Daryl DeMarco and Diane Irwin d/b/a Southern Colorado Therapeutics at 1505 Santa Fe Trail. Daryl DeMarco and Ann DeMarco addressed Council. Mr. DeMarco said he had changes to his site plan, mostly due to City codes and state plumbing codes. He said he had to put in a janitor closet and at the advice of the Building Inspector they moved a wall 5'9" from its original place on the site plan. Also, the little office in the back is being moved to the front. The Building Inspector approved the changes. They moved the wall for wheelchair access. Councilmember Fletcher moved to approve the modification and Councilmember Torres seconded the motion. The motion carried with all Councilmembers voting aye with the exception of Councilmember Bonato who voted no.

Modification of Premises application filed by Peaceful Herbs Ltd. d/b/a Peaceful Herbs at 124 Santa Fe Trail. Dave Girdhar addressed Council. He explained that he hasn't moved anything. He has to give the state current plans. He further explained that he started the application with the state at the same time, but during the process this change didn't make it to the state. He reiterated that there is no change to what was approved. Councilmember Miles made a motion to approve the modification and Councilmember Torres seconded the motion. Upon roll call vote the motion carried unanimously excepting Councilmember Bonato who cast a dissenting vote.

Consideration of lease agreement renewal with Hill Ranch for the purposes of irrigation, grazing and the use of the undivided one-half interest of the City's portion of Davis Martinez Ditch water rights. Councilmember Bolton made a motion to approve the lease agreement renewal and the motion was seconded by Councilmember Bonato. Upon roll call vote the motion carried unanimously.

COUNCIL REPORTS. Councilmember Mattie pointed to the information from Chief Building Official Chris Kelley regarding signs in the information packet. He reminded that Councilmember Bolton and he have expressed concerns are found in the marijuana ordinance. He stated under Section 14-240 of the municipal code, section (d) signs need to be discrete. He opined that vinyl flapping signs are not discrete, neon is not allowed and flashing neon signs that say they are open are not allowed, such as at Peaceful Herbs. He said we want to avoid a circus atmosphere. City Attorney Downs said that he, City Manager Engeland and Building Official Kelley will be getting back to Council on the matter. The marijuana ordinance is one that has special sign provisions. Councilmember Miles pointed that the open signs are technically LED lights. Councilmember Mattie pointed to the intent of the language in the ordinance. He complimented the Faragosi Farms sign. Additional discussion was held concerning signs. City Manager Engeland advised Council that there is a sign code and specific sign regulations in the marijuana codes. The sign code doesn't allow for temporary signs. They need to be affixed or framed. Provided tonight is the communication that will go out to any business that has a non-permanent sign. They have to seek approval from the Building Official and provide an engineered design if they are going to build a sign to

4/7/2015

be a permanent sign on the structure. After additional discussion, City Manager Engeland said the City will be sending the letter to those with abandoned and temporary signs. He reiterated that under the current code, which hasn't been enforced, signs have to be affixed and framed to be legal.

Councilmember Bonato told Council that he has been working very hard with the Chamber of Commerce to get the Armed Forces Day Parade in place for May 16th. He thanked City Attorney Downs and Public Works/Utilities Director Valentine for their recent attendance at a meeting. He also reported that they are also trying to bring the Santa Fe Trail Festival back also this year. It is looking hopeful. It will have to be moved to Central Park however due to the street construction work on Main and Commercial Streets. They are working hard to get vendors. He acknowledged Councilmember Fletcher's efforts in the endeavor as well.

Councilmember Fletcher reported that she attended the monthly ARPA meeting on March 26th with Councilmember Miles and the Community Foundation meeting on April 2nd, where City Manager Engeland was also present.

Councilmembers Torres and Bolton had nothing to report.

Councilmember Miles reported that she would like to perhaps invite ARPA's legal counsel, Craig Johnson, to participate in an executive session by phone with Council to brief them on the matters concerning ARPA and Babcock and Wilson.

Mayor Reorda pointed to the invitation to tour Pinon Canyon on April 22nd at 9:30 a.m. in the information provided to Council and said it would be good if Council members could make it.

Councilmember Fletcher asked if Council would like to jointly participate in the Comcast Cares Clean Up Day on April 25th. She said there is an organizational meeting tomorrow and they are trying to get groups together. A number of Councilmembers agreed to volunteer and the event will be posted pursuant to the Open Meetings Law.

REPORTS BY CITY MANAGER. City Manager Engeland reminded that Councilmember Bolton had asked recently about the status of the report from Colorado Code Consulting. He said the report was received last night and will be included on the next work session agenda for discussion. A copy will be provided in their packets this Friday. Finally he said that the recommendations made in the report will be prioritized. To Councilmember Fletcher's question, he advised that they can make the report public.

City Manager Engeland advised Council that regarding parking, staff has reviewed the parking study completed a few years ago. Staff has gone out to document the signs we have. We have unclear signage, inconsistent signage, we are lacking enforcement, and municipal lots are not signed well or painted. He said all of those issues will be brought forward and they will have discussion about how we may want to make certain spots more restrictive than two hours and other spots less restrictive than two hours for the businesses in that area.

City Manager Engeland reminded Council that the Chamber Luncheon is slated for April 15th from 12:00 p.m. to 1:00 p.m. at the TSJC Pioneer Room. He said he is the guest speaker and Council is welcome to attend. It too will be a posted meeting.

Council was informed by City Manager Engeland of an upcoming employee meeting this Thursday at 2:00 p.m. Council was invited to attend. He said he would be discussing the state of the budget and organizational changes and rumors with all City employees, all City boards and commissions and Council.

City Manager Engeland reminded Council that any area of interest that they will to discuss at a work session, or executive session when appropriate, he would be happy to include. The Mayor or two members of Council can put any item on an agenda.

Councilmember Bonato asked for an update about backflow valves. City Manager Engeland said staff has had a couple of years to create a plan and make changes, however so far staff has not followed through on it. Staff is meeting tomorrow to start discussing how to get a significant amount of work done in significantly less time because we didn't take the appropriate actions. Council will be briefed thereafter. Councilmember Bonato remembered this to be state mandated.

REPORTS BY CITY ATTORNEY. Confidential correspondence. City Attorney Downs called to Council's attention at their seating places a file folder that was the subject of a previous conversation containing a confidential legal memorandum. He said there are documents he was asked to prepare for their consideration. Councilmember Miles asked when they will discuss the other memo contained in the packet. City Attorney Downs responded that it will be discussed in executive session under legal advice under criteria.

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

PAYROLL, March 28, 2015 through April 10, 2015. A motion to approve the payroll was made by Councilmember Fletcher and seconded by Councilmember Bonato. Roll call was taken and the motion carried unanimously.

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

ATTEST:

JOSEPH A. REORDA, Mayor

AUDRA GARRETT, City Clerk

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

CITY OF TRINIDAD
TRINIDAD, COLORADO

SPECIAL MEETING

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

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

- 1) **EXECUTIVE SESSION**
 - a) To discuss the purchase, acquisition, lease, transfer, or sales of real, personal or other property interest under C.R.S. Section 24-6-402(4)(a) – organizational update
 - b) For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under 24-6-402(4)(e) – contractual matters
 - c) For a conference with the City’s attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – regarding City boards, commissions and committees and concerning marijuana licensing criteria
- 2) Authorize City Manager Engeland to enter into contract negotiations on behalf of Council

The meeting was called to order at 3:04 p.m. A short break was taken and the meeting commenced at 3:17 p.m.

Roll call was taken.

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

Executive Session – To discuss the purchase, acquisition, lease, transfer, or sales of real, personal or other property interest under C.R.S. Section 24-6-402(4)(a) – organizational update; and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under 24-6-402(4)(e) – contractual matters; and for a conference with the City’s attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b) – regarding City boards, commissions and committees and concerning marijuana licensing criteria. A motion to enter into executive session for the stated purposes was made by Councilmember Fletcher and seconded by Councilmember Torres. Upon roll call vote the motion carried unanimously and the executive session ensued at 3:17 p.m. That portion of the executive session not constituting legal advice was electronically recorded pursuant to the Colorado Open Meetings Law. Councilmember Torres exited the meeting at approximately 4:15 p.m.

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

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

Les S. Downs, City Attorney

Upon conclusion of executive session at 5:17 p.m. Councilmember Bolton moved to conclude the executive session and resume the special meeting and Councilmember Bonato seconded the motion. The motion carried unanimously upon roll call vote.

Authorize City Manager Engeland to enter into contract negotiations on behalf of Council. A motion to authorize City Manager Engeland to enter into contract negotiations on behalf of Council was made by Councilmember Bolton and seconded by Councilmember Miles. Upon roll call vote the motion carried unanimously.

There being no further business, Councilmember Bolton moved to adjourn the special meeting. The motion was seconded by Councilmember Miles and carried unanimously. The meeting was adjourned.

ATTEST:

JOSEPH A. REORDA, Mayor

AUDRA GARRETT, City Clerk



COUNCIL COMMUNICATION

3A

CITY COUNCIL MEETING: April 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, City Clerk
PRESENTER: Representative of Ristras Restaurant
and Cantina, LLC
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: Change of Location application filed by Ristras Restaurant and Cantina, LLC
d/b/a Ristras Restaurant and Cantina from 516 E. Elm Street to 1415 Nolan
Drive

RECOMMENDED CITY COUNCIL ACTION: Consider the Change of Location

SUMMARY STATEMENT: A Change of Location application allows a liquor licensee to
move from one location to another within the same jurisdiction.
It is similar to a new license application in that the needs of the
neighborhood and desire of the adult inhabitants of the
neighborhood should be considered.

EXPENDITURE REQUIRED: No.

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

The previous licensee surrendered his license to allow for the new tenant to apply for a
Change of Location.

The statutory language that requires the needs of the neighborhood and desire of the adult
inhabitants of the neighborhood to be considered appears to anticipate that the new location
was not a previously licensed location. In this case it was, however. The applicant has
submitted a petition in support of the Change of Location.

CONTACT FOR INFORMATION:

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

3A

PERMIT APPLICATION AND REPORT OF CHANGES

CURRENT LICENSE NUMBER _____
ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
LOCAL LICENSE FEE \$ _____
APPLICANT SHOULD OBTAIN A COLORADO LIQUOR & BEER CODE BOOK TO ORDER CALL (303) 370-2165

1. Applicant is a

Corporation Individual

Partnership Limited Liability Company

278033270000

2. Name of Licensee Ristras Restaurant i Cantina 3. Trade Name Ristras Restaurant i Cantina

4. Location Address 516 Elm St. changing to 1415 Nolan Drive

City Trinidad County Las Animas ZIP 81082

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

Section A - Manager reg/change

• License Account No. _____

1983-750 (999) Manager's Registration (Hotel & Restr.)..\$75.00

2012-750 (999) Manager's Registration (Tavern).....\$75.00

Change of Manager (Other Licenses) NO FEE

Section C

2210-100 (999) Retail Warehouse Storage Permit (ea) \$100.00

2200-100 (999) Wholesale Branch House Permit (ea).... 100.00

2260-100 (999) Change Corp. or Trade Name Permit (ea) .50.00

2230-100 (999) Change Location Permit (ea)..... 150.00

2280-100 (999) Change, Alter or Modify Premises
 \$150.00 x _____ Total Fee _____

Section B - Duplicate License

• Liquor License No. _____

2270-100 (999) Duplicate License\$50.00

2220-100 (999) Addition of Optional Premises to Existing H/R
 \$100.00 x _____ Total Fee _____

1988-100 (999) Addition of Related Facility to Resort Complex
 \$75.00 x _____ Total Fee _____

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

DATE LICENSE ISSUED	LICENSE ACCOUNT NUMBER	PERIOD

-750 (999)	-100 (999)	The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	TOTAL AMOUNT DUE \$ _____
			.00

R3/13/15

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) **To modify Premise**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) **For Optional Premises or Related Facilities** go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT
CHANGE TRADE NAME OR CORPORATE NAME
CHANGE OF LOCATION

5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

- Retail Warehouse Permit for:**
- On-Premises Licensee (Taverns, Restaurants etc.)
 - Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of storage premise: _____
 City _____, County _____, Zip _____

Attach a deed/ lease or rental agreement for the storage premises.
 Attach a detailed diagram of the storage premises.

6. Change of Trade Name or Corporation Name

- Change of Trade name / DBA only
- Corporate Name Change (Attach the following supporting documents)
1. Certificate of Amendment filed with the Secretary of State, or
 2. Statement of Change filed with the Secretary of State, and
 3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name	New Trade Name
Old Corporate Name	New Corporate Name

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority 3/17/2015 Date of Hearing 4/21/2015

(a) Address of current premises 514 Elm St.
 City Trinidad County Las Animas Zip 81082

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)
 Address 1415 Nolan Drive
 City Trinidad County Las Animas Zip 81082

(c) New mailing address if applicable.
 Address 1415 Nolan Drive
 City Trinidad County Las Animas State CO Zip 81082

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.

CHANGE OF MANAGER
MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY

8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.

(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

Has manager ever managed a liquor licensed establishment?..... Yes No

Does manager have a financial interest in any other liquor licensed establishment?..... Yes No

If yes, give name and location of establishment _____

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed _____

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

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

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

(If yes, explain in detail and describe any exemptions that apply)..... Yes No

(d) Is the proposed change in compliance with local building and zoning laws?..... Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?

..... Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

OATH OF APPLICANT

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

Signature <i>Roberto Torres</i>	Title owner	Date 3-16-15
------------------------------------	----------------	-----------------

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

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

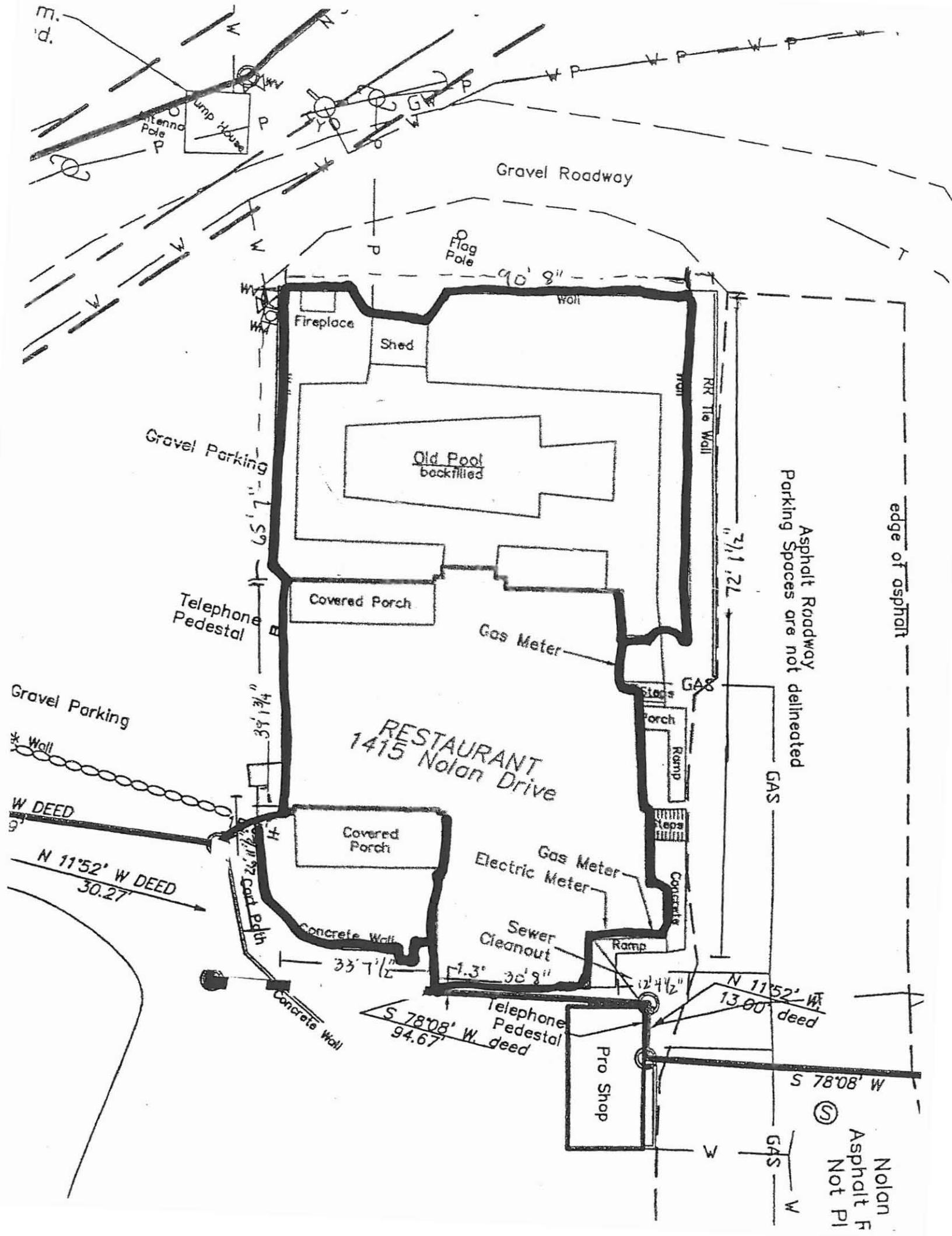
Local Licensing Authority (City or County) Trinidad	Date filed with Local Authority March 17, 2015
--	---

Title Mayor	Date
----------------	------

LOCAL LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

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



Gravel Roadway

Flag Pole

90' 8"

Wall

Fireplace

Shed

Old Pool
backfilled

Covered Porch

Gas Meter

RR Tie Wall

21' 2"

Asphalt Roadway
Parking Spaces are not delineated

edge of asphalt

Gravel Parking

Telephone Pedestal

Gravel Parking

RESTAURANT
1415 Nolan Drive

Covered Porch

Gas Meter
Electric Meter

Sewer Cleanout

Pro Shop

GAS

GAS

W DEED

N 11°52' W DEED
30.27

33' 7 1/2"

1.3' 30' 9"

12' 4 1/2"

N 11°52' W
13.00 deed

S 78°08' W

Ⓢ

Nolan
Asphalt F
Not Pl

3/17/15

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

Applicant: Ristras Restaurant and Cantina, LLC

2:30

dba: Ristras Restaurant and Cantina

Address: 1415 Nolan Drive

Type of License: Hotel & Restaurant

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: ok

3-19-2015
Date

Robert Schulz
Signature

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

3/17/15

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

Applicant: Ristras Restaurant and Cantina, LLC

dba: Ristras Restaurant and Cantina

Address: 1415 Nolan Drive

Type of License: Hotel & Restaurant

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved may want to recheck if
they move equipment in

3-25-15
Date

Cheri L. Kelley
Signature

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

3/17/15

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

Applicant: Ristras Restaurant and Cantina, LLC

dba: Ristras Restaurant and Cantina

Address: 1415 Nolan Drive

Type of License: Hotel & Restaurant

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: No CONCERNS

3-19-15
Date

Charles J. J. [Signature]
Signature

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

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina, 516 E. Elm Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a Change of Location of the Hotel and Restaurant liquor license at this location to 1415 Nolan Drive, Trinidad, CO.

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

Date of Application: March 17, 2015

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

Dated this 18th day of March, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO

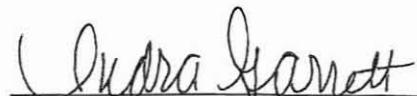


Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 18th day of March, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Ristras Restaurant and Cantina, LLC
d/b/a Ristras Restaurant and Cantina
1105 Alta Street
Trinidad, CO 81082


Audra Garrett, City Clerk

STATE OF COLORADO)

COUNTY OF LAS ANIMAS) SS

CITY OF TRINIDAD)

CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina, 516 E. Elm Street, Trinidad, CO, 81082, which business has applied for Change of Location of a Hotel and Restaurant Liquor License to 1415 Nolan Drive, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 1st day of April, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 1st day of April, 2015.



CITY OF TRINIDAD, COLORADO

Audra Garrett
Audra Garrett, City Clerk

PROOF OF PUBLICATION

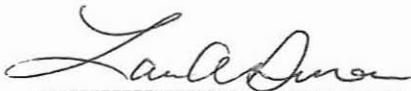
STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

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

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

57384

March 27, 2015



Lauri A. Duran

Subscribed and sworn to before me this
27 day of March,
A. D., 2015.


Allyson L. Sheumaker

My commission expires on August 26, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE LIQUOR LAWS OF COLORADO, Ristras Restaurant and Cantina, LLC d/b/a Ristras Restaurant and Cantina, 516 E. Elm Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a Change of Location of the Hotel and Restaurant liquor license at this location to 1415 Nolan Drive, Trinidad, CO.

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Date of Application: March 17, 2015

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

Dated this 18th day of March, 2015.

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

PUBLISHED: March 27, 2015

57384



My Comm. Expires August 26, 2015

PETITION

Applicant Elizabeth Torres Reuben Torres Sr. Reuben Torres Jr.
 Trade Name of Establishment Ristras Restaurant & Cantina
 Proposed Location 1415 Nolan Drive
 Application for (Type Of License) H/R
 Public Hearing before the local Licensing Authority:
 Date and Time April 21st 7:00 p.m.
 Location City Council Chambers

DO NOT SIGN THIS PETITION UNLESS:

1. You are at least twenty-one (21) years of age.
2. You are a resident within the designated affected area(see attached map).
3. You sign your name only (first, middle and last name). You cannot sign for another individual.
4. You have not signed another petition concerning the same application.
5. You have read the petition in its entirety and understand its meaning.
6. The petition circulator witnesses your signature.

Check the SUPPORT column if you desire that this type of license be issued and/or the existing outlets do not adequately serve the reasonable requirements of the designated affected area.

Check the OPPOSE column if you desire that this type of license not be issued and/or the existing outlets adequately serve the reasonable requirements of the designated affected area.

Name - Signature	Complete Home Address (Include Space/Apt. No)	Age	Support	Oppose	Date Signed
Michelle R. Gomez	811 Arapahoe St.	47	X		4/2/15
Wagner J. Gomez	811 Arapahoe St.	77	X		4/2/15
Janet Gutierrez	1816 Baltimore	59	X		4/2/15
Timothy Mora	1816 Baltimore	25	X		4/2/15
Vicki Salinas	1021 Lincoln	38	X		4/2/15
Christopher Avila	525 E. Main St	44	X		4-2-15
Detra Gutierrez	323 E. Boca St	76	X		4-2-15
Alfred Gutierrez	323 E Boca St	80	X		4-2-15
Rebeka Dominguez	2626 Aguilar Dr ⁶¹		X		4-7-15

REC 4/7/15 6:52 pm / Completed 4/8/15

9
28

Residents

Applicant Elizabeth Torres
 Trade Name of Establishment Risitas Restaurant/ Cantina LLC
 Proposed Location 1415 Elm Street
 Application for (Type of License) H/R

Name - Signature	Complete Home Address (Street Address/Apt #)	Age	Support	Oppose	Date Signed
Jazelle Elkhager	1609 N. Denver Ave	29	✓		4/4/15
Trish Duff	800 Park St	33	✓		4/4/15
Branch Duff	800 Park St	31	✓		4/4/15
Debra Medina	618 E. Strong Ave	26	✓		4/4/15
[Signature]	2604 ESP, no 2nd St.	46	✓		4-4-15
[Signature]	216 Saddle RD	44	✓		4-4-15
X [Signature]	724 S Houston Ave	42	✓		4-4-15
Angie Valdez	1209 CARBON	58	✓		4-6-15
Paul [Signature]	1005 Colorado Drive	57	✓		4/7/15
Elizabeth J. [Signature]	2615 Espinoza St	47	✓		4/7/15
Chad [Signature]	75 Nevada Ave	28	✓		4/7/15
Jenny Maes	1015 McKerson Ave	57	✓		4/7/15
Frank [Signature]	211 E Goddard Ave	51	✓		4/7/15
X [Signature]	37315 CR 26.1	32	✓		4/7/15
[Signature]	405 E North Ave #114 #116	27	✓		4/7/15
Brittney [Signature]	2203 N. Linden Ave	30	✓		4/7/15
Henry M. [Signature]	915 Nickerson	57	✓		4-7-15
Laura [Signature]	915 Nickerson	55	✓		4-7-15
[Signature]	212 W. COLO.	59	✓		4-7-15
Mary [Signature]	1029 AVIA St	62	✓		4-7-15
Merlen [Signature]	1029 AVIA St	72	✓		4-7-15

PETITION

Applicant E 1127

Trade Name of Establishment _____

Proposed Location _____

Application for (Type Of License) _____

Public Hearing before the local Licensing Authority: _____

Date and Time _____

Location _____

DO NOT SIGN THIS PETITION UNLESS:

1. You are at least twenty-one (21) years of age.
2. You are the owner or manager of a business located within the designated affected area(see attached map).
3. You sign your name only (first, middle and last name). You cannot sign for another individual.
4. You have not signed another petition concerning the same application.
5. You have read the petition in its entirety and understand its meaning.
6. The petition circulator witnesses your signature.

Check the SUPPORT column if you desire that this type of license be issued and/or the existing outlets do not adequately serve the reasonable requirements of the designated affected area.

Check the OPPOSE column if you desire that this type of license not be issued and/or the existing outlets adequately serve the reasonable requirements of the designated affected area.

Name - Signature Specify Owner/Manager	Business Name & Address	Age	Support	Oppose	Date Signed

Affidavit 21 Years of Age

Applicant Elizabeth Torres
Trade Name of Establishment Bistras Restaurant; Cantina LLC
Proposed Location 1415 Nolan Drive
Application for (Type of License) H/R

AFFIDAVIT

I, Elizabeth Torres, do hereby state that I was the circulator of said petition consisting of 5 pages including this page, and further state that I personally witnessed each signature appearing on said petition, and that each signature thereon is the signature of the person whose name it purports to be; further, that the address given opposite that person's name is the true address of the person signing; that every person who signed, represented himself or herself to be 21 years of age or older; that each person signing the petition read or had read to him the statement appearing on that page one (1) hereof, and understood the nature of the petition. I also hereby swear or affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition, and that every signature appearing hereon was completely free and voluntarily given.

Circulator Elizabeth Torres

Date Signed ~~5/5/15~~ 4/8/15

State of Colorado }
County of Las Animas }

ss.

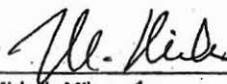
Subscribed and sworn before me this 8th day of April ²⁰¹⁵ ~~1999~~. My commission expires 3/18/2019.

AUDRA K. GARRETT
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 18954002831
MY COMMISSION EXPIRES MARCH 18, 2019

Notary Public Audra Garrett

DISCLOSURE STATEMENT

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



Michelle Miles
12/4/12

Date

DISCLOSURE STATEMENT

I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Liz Torres
4.8.14

Date



COUNCIL COMMUNICATION

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

SUBJECT: PUBLIC HEARING

New Retail Marijuana Store, Retail Marijuana Cultivation Facility, Medical Marijuana Center, and Medical Marijuana Infused-Products Manufacturer license applications filed by Dessimals, Inc. d/b/a Lucky Monkey Buds at 137 W. Cedar Street

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

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: This is an application for new licenses.

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- This is a quasi-judicial matter and as such Council should only consider evidence and testimony provided during the public hearing.



INVESTIGATIVE REPORT

Applicant: Dessimals, Inc.

Business Name: Lucky Monkey Buds

Business Address: 137 W. Cedar Street – Historic Preservation zoning

Officers/Owners: Kenneth S. Waller, President, 11333 W. Saratoga Pl.,
Littleton, CO 80127
Karen Waller, Secretary, 11333 W. Saratoga Pl.,
Littleton, CO 80127

Date of Application: March 12, 2015

Date Application Filed with Local Authority: March 17, 2015

Type of Request: New License

Type of License(s): Retail Marijuana Store
Retail Marijuana Cultivation Facility
Medical Marijuana Center
Medical Marijuana Infused-Products Manufacturer

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

APPLICATION CONTENTS -

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

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

City Documents: Notice of Public Hearing
 Certificate of Mailing
 Proof Publication on 4/3/15
 Certificate of Posting
 Departmental Reports

LOCAL FEES -

Local Fees Retail Marijuana Store:

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

Local Fees Retail Marijuana Cultivation Facility

Investigation	\$2,500.00
License	2,500.00
\$1/square foot	<u>1,000.00</u>
Total	\$6,000.00

Local Fees Medical Marijuana Center

Investigation	\$2,500.00
License	<u>1,000.00</u>
Total	\$3,500.00

Local Fees Medical Marijuana Infused-Products Manufacturer

Investigation	\$2,500.00
License	<u>1,000.00</u>
Total	\$3,500.00

TOTAL \$18,000.00

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

ZONING –

The proposed premise is zoned Historic Preservation, one of the appropriate zoning designations for location of a marijuana business pursuant to the Trinidad Municipal Code. Conditional Use Permit requests were heard by the Planning Commission on 3/10/15 and approved. The Conditional Use Permits were approved subject to four conditions identified within the Staff Report from the Planning Department. Abbreviated, the applicant must 1) comply with all state and local laws, rules, regulations relative to the operation of their business; 2) an air filtration plan must be submitted and approved by the Building Inspector; 3) the conditional use permit must be put into effect within one year or it will expire; 4) the applicant must comply with the reasonable requirements of all City officials with respect to establishment and operation of their business.

COMMERCIAL LEASE AGREEMENT -

The commercial lease agreement is between Purgatoire River, LLC, landlord, and Dessimals, Inc., tenant. The term extends from March 15, 2015 through June 30, 2016. A notarized statement consenting to the submission of an application for a marijuana business as required by the Trinidad Municipal Code is provided.

BUSINESS/CORPORATE DOCUMENTS –

Dated-stamped Articles of Incorporation for a Profit Corporation for Dessimals, Inc., are provided, as well as a Certificate of Good Standing issued by the Colorado Secretary of State. A Statement of Trade Name of a Reporting Entity indicates Lucky Monkey Buds as the trade name under which the entity is authorized to transact business or conduct activities or contemplate transacting business or conducting activities. A Partnership Agreement between Kenneth Waller and Karen Waller is included.

SALES TAX LICENSE -

Sales Tax License #00979789-0001 was verified.

DIAGRAM OF PREMISES -

The diagrams identify the proposed premises. This is a three-level facility. The basement is identified for storage. The second floor identifies the retail cultivation area and medical cultivation area, as well as a cutting room, kitchen, conference room, utility

room, bathrooms and the location of the elevator. The first floor/main floor has a public access area/sales area, kitchen, bathrooms and elevators. A grow area will also be located on the first/main floor. The premises is proposed to be all within the confines of 137 W. Cedar Street. Initial plans indicate the proposed location of the security cameras and lighting, however, based upon final inspection from the Colorado Marijuana Division and the City Building and Fire Departments, those locations are subject to change. The overall footprint of the proposed premises is approximately 23,496 square feet. A security alarm system agreement was provided. The exterior security lighting plan was included in the camera schematic and submitted pursuant to the City's requirements.

OWNERSHIP INFORMATION/BACKGROUNDS FINGERPRINTING -

Fingerprint cards were submitted to CBI/FBI on 3/27/15. Results were received for Kenneth Waller from CBI/FBI and yielded no arrest records. Karen Waller's prints were of insufficient quality and will require resubmission. Local database checks done by the TPD found no records/convictions for either party.

RESIDENCY REQUIREMENT -

Kenneth Waller and Karen Waller, the owners, meet the two-year Colorado residency requirement to hold a marijuana license.

COLORADO RETAIL MARIJUANA LICENSE DOCUMENTS -

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

NOTICES OF HEARING -

Mailed to applicant - 3/26/15.
Published - 4/3/15.
Posted on the premises - 4/1/15.

DEPARTMENTAL REPORTS -

Fire Chief Tim Howard indicated on 3/27/15 that the applicant will need a final inspection before they open.

Building Inspector Chris Kelley on 3/26/15 indicated that he lacked plans and a permit.

Police Chief Charles Glorioso on 4/6/15 also indicates that inspections must be completed by the department at the completion of the renovation/construction.

Concerns were solicited from the Health Department. They have instituted their own licensing procedures and would be contacting the applicants accordingly.

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

OTHER REVELANT CONCERNS -

SCHOOL DISTANCES –

There is a 1,000-foot limitation from a school for any marijuana business. The nearest school property is Goal Academy which is 1,328 feet from the nearest point of this property.

LICENSED OUTLETS WITHIN THE CITY –

The following licenses have been approved to date within the City limits:

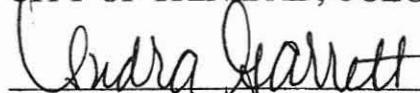
M & M Distributing, LLC, 422 N. Commercial Street	Medical Center
M & M Distributing, LLC, 422 N. Commercial Street	Medical Optional Premise
	Cultivation Operation
M & M Distributing, LLC, 422 N. Commercial Street	Retail Store
M & M Distributing, LLC, 422 N. Commercial Street	Retail Cultivation Facility
T.P. Main Street, LLC, 821 E. Main Street	Medical Center
T.P. Main Street, LLC, 821 E. Main Street	Medical Optional Premise
	Cultivation Operation
T.P. Main Street, LLC, 821 E. Main Street	Medical Infused-Products
	Manufacturer
Trinidad’s Higher Calling U, LLC, 1000 Independence Rd.	Medical Center
Trinidad’s Higher Calling U, LLC, 1000 Independence Rd.	Retail Store
Trinidad’s Higher Calling U, LLC, 1000 Independence Rd.	Retail Cultivation Facility
Trinidad’s Higher Calling U, LLC, 1000 Independence Rd.	Retail Product
	Manufacturing Facility
Trinidad’s Higher Calling U, LLC, 1000 Independence Rd.	Medical Marijuana
	Optional Premise
	Cultivation Operation
Peaceful Herbs, Ltd., LLC, 124 Santa Fe Trail	Retail Marijuana Store
Southern Colorado Therapeutics, 1505 Santa Fe Trail	Retail Marijuana Store

Canna Company, 3019 Toupal Drive
Canna Company, 3019 Toupal Drive
Faragosi Farms, Incorporated, 118 Santa Fe Trail
Faragosi Farms, Incorporated, 612 Hainlen Street
Faragosi Farms, Incorporated, 612 Hainlen Street

Retail Marijuana Store
Retail Cultivation Facility
Retail Marijuana Store
Retail Cultivation Facility
Retail Product
Manufacturing Facility

Dated this 16th day of April, 2015.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 16th day of April, 2015, I mailed a copy of the Investigative Report, by Certified Mail, to:

Dessimals, Inc.
d/b/a Lucky Monkey Buds
11333 W. Saratoga Pl.
Littleton, CO 80127
Certified Mail #7014 2120 0004 1880 9676


Audra Garrett, City Clerk



CITY OF TRINIDAD

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

RETAIL MARIJUANA LICENSE APPLICATION		
<input checked="" type="checkbox"/> New License Application Fee	\$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$2,500.00
<input type="checkbox"/> Transfer of Ownership Application Fee	\$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00
<input checked="" type="checkbox"/> \$1.00 per square foot cultivation fee	<u>1,000</u>	Square feet = <u>\$ 1,000</u>
<input type="checkbox"/> Expansion of cultivation area @ \$1.00 per square foot charge for that additional area \$ _____		
LICENSE TYPE		
<input checked="" type="checkbox"/> Marijuana Store	<input type="checkbox"/> Marijuana Product Manufacturing Facility	
<input checked="" type="checkbox"/> Marijuana Cultivation Facility	<input type="checkbox"/> Marijuana Testing Facility	
TYPE OF BUSINESS		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other	
*Sole Proprietorship (Individual) - Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)		

Applicant DESSIMALS INC
 (Corporation/LLC)
 Applicant KENNETH S. WALLER
 (Sole Proprietor) First Name Middle Initial Last Name

Trade Name of Establishment (DBA) Lucky Monkey Buds
 Address of Premise 137 W. CEDAR ST
 Mailing Address 11333 W. SARATOGA PL - Littleton Co 80127
 Telephone 303-972-0483 Email Address KWaller1459@Comcast.net
 Contact Person/Manager KEN WALLER Title PRESIDENT
 Telephone 303-972-0483 Email Address KWalker1459@Comcast.net

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

- Ownership Lease Other (explain in detail)

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

Landlord Purgatoire ^{River} LLC Tenant Dessimaks, Inc Expires 6/15/16

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

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

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

1. Fingerprinting by the Trinidad Police Department for:
 - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
 - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
 - all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
 - all managers and employees of a Retail Marijuana License with the appropriate fee payable to Colorado Bureau of Investigation (currently \$39.50, March, 2014)

2. Lease or Deed – Evidence of Possession

3. Conditional Use Permit approval

4. Copy of alarm system contract

5. Copy of state sales tax license

6. Certificate of Good Standing

7. Affidavit of Lawful Presence (Sole Proprietors only)

8. Diagram of Premises:
 - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.

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

9. Copy of State Application with attachments

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

1. Name: KENNETH WALLER Title: President
 Address: 11333 W. Saratoga Pl. Littleton, Co 80127
 Financial Interest: Yes 50%
2. Name: Karen Waller Title: Secretary
 Address: 11333 W. Saratoga Pl Littleton, Co 80127
 Financial Interest: Yes 50%
3. Name: _____ Title: _____
 Address: _____
 Financial Interest: _____
4. Name: _____ Title: _____
 Address: _____
 Financial Interest: _____
5. Name: _____ Title: _____
 Address: _____
 Financial Interest: _____
6. Name: _____ Title: _____
 Address: _____
 Financial Interest: _____
7. Name: _____ Title: _____
 Address: _____
 Financial Interest: _____

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

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

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

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

Signed: Kent Walker Title: President
(Must be signed by individual Owner, Partner, or Officer)

Printed Name: Kenneth Walker Date: 3/5/15



CITY OF TRINIDAD

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

MEDICAL MARIJUANA LICENSE APPLICATION		
<input checked="" type="checkbox"/> New License Application Fee \$2,500.00	<input checked="" type="checkbox"/> License Fee/Renewal Fee \$1,000.00	
<input type="checkbox"/> Transfer of Ownership Application Fee \$1,500.00	<input type="checkbox"/> Change of Location \$1,500.00	
LICENSE TYPE		
<input checked="" type="checkbox"/> Medical Marijuana Center	<input checked="" type="checkbox"/> Medical Marijuana Infused-Products Manufacturer	
<input type="checkbox"/> Medical Marijuana-Optional Premises Cultivation Operation		
TYPE OF BUSINESS		
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual*
<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Other	
*Sole Proprietorship (individual) – Verification of Lawful Presence is required per State law (Signed Affidavit and Photo ID)		

Applicant (Corporation/LLC) DESSIMALS INC.
 Applicant (Sole Proprietor) KENNETH S WALLER
First Name Middle Initial Last Name

Trade Name of Establishment (DBA) Lucky Monkey Buds
 Address of Premise 137 W. CEDAR ST
 Mailing Address 11333 W Saratoga Pl Littleton, Co 80127
 Telephone 303-972-0483 Email Address KWaller1459@comcast.net
 Contact Person/Manager Kenneth Waller Title PRESIDENT
 Telephone 303-972-0483 Email Address KWaller1459@comcast.net

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

Ownership Lease Other (explain in detail)

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

Landlord Purgatoire LLC Tenant Dessimals, Inc. Expires 6/15/16

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

R3/18/15

ADDITIONAL DOCUMENTS TO BE SUBMITTED WITH APPLICATION

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

you have

- Fingerprinting by the Trinidad Police Department for:
 - all general partners of a partnership and limited partners owning 10% (or more) of a partnership;
 - all officers and directors of a corporation, and stockholders of a corporation owning 10% (or more) of the stock of such corporation;
 - all limited liability company *MANAGING* members, and officers or other limited liability company members with a 10% (or more) ownership interest in such company; and
 - all managers and employees of a Medical Marijuana License
 with the appropriate fee payable to Colorado Bureau of Investigation (currently \$38.50, March, 2014)

- 2. Lease or Deed – Evidence of Possession *- Tax process*

- Conditional Use Permit approval
- Copy of alarm system contract
- Copy of state sales tax license
- Certificate of Good Standing
- Affidavit of Lawful Presence (Sole Proprietors only)
- Diagram of Premises:
 - A floor plan, drawn to scale on 8-1/2 x 11" paper, showing the layout of the center and the principal uses of the floor area. Floor plan must include location of lighting and cameras required by state rules.
- Copy of State Application with attachments

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

1. Name: <u>KENNETH S. WALLER</u>	Title: <u>PRESIDENT</u>
Address: <u>11333 W. SARATOGA PL LITTLETON, CO, 80127</u>	
Financial Interest: <u>YES 50%</u>	
2. Name: <u>KAREN L. WALLER</u>	Title: <u>SECRETARY</u>
Address: <u>11333 W. SARATOGA PL LITTLETON, CO, 80127</u>	
Financial Interest: <u>YES 50%</u>	
3. Name: _____	Title: _____
Address: _____	
Financial Interest: _____	

4. Name: _____ Title: _____

Address: _____

Financial Interest: _____

5. Name: _____ Title: _____

Address: _____

Financial Interest: _____

6. Name: _____ Title: _____

Address: _____

Financial Interest: _____

7. Name: _____ Title: _____

Address: _____

Financial Interest: _____

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

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

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

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

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

Printed Name: KENNETH WALLER Date: 3/15/15



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

Dessimals, Inc.
Kenneth Waller
11333 W. Saratoga Pl.
Littleton, CO 80127

March 11, 2015

RE: CUP Applications: #2015-RMS-04
#2015-MMC-04
#2015-RMCF-04
#2015-OPCO-04
#2015-MMIPM-04

Dear Mr. Waller,

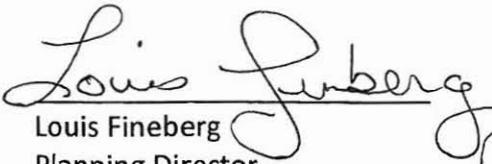
On March 10, 2015 the Planning, Zoning and Variance Commission approved your request for a conditional use permit to establish and operate the above referenced facilities at 137 W. Cedar St. subject to the following conditions:

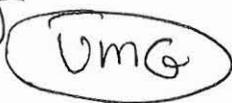
1. The applicant must comply with all provisions outlined in Article 12 of Chapter 14 of the City of Trinidad Municipal Code of Ordinances as well as any and all applicable state and local statutes, ordinances, rules, and regulations regarding the operation of medical marijuana centers, and other statutes,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

4. The applicant must comply with the reasonable requirements of all Trinidad Municipal Officials with respect to the establishment and operation of the proposed facility or facilities.

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

Thank you,


Louis Fineberg
Planning Director



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

COPY



Commercial Lease Package

PURGATOIRE RIVER LLC

LANDLORD

DESSIMALS, INC

TENANT

March 15, 2015

LEASE START DATE



COMMERCIAL LEASE PACKAGE

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COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement is dated March 13, 2015, between PURGATOIRE RIVER LLC ("Landlord") and DESSIMALS, INC ("Tenant"), and will be referred to throughout this document as the "Lease".

1. LANDLORD:

The Landlord(s) and/or agent(s) is/are:
PURGATOIRE RIVER LLC (Owner)
and will be referred to in this Lease Agreement as "Landlord."

2. TENANT:

The Tenant or Tenants are
DESSIMALS, INC
and will be referred to as either "Tenant" or "Tenant(s)" in this Lease.

If Tenant is a corporation, limited liability company, limited liability partnership, or any other business entity, each individual signing this Lease on behalf of Tenant warrants that he/she is duly authorized to execute and deliver this Lease on behalf of the business entity, and that this Lease is binding on Tenant in accordance with its terms.

Personal guarantees must be signed by the following guarantors:
KEN WALLER, KAREN WALLER

3. RENTAL PROPERTY:

The Landlord agrees to rent to the Tenant the leased premises located at 137 Cedar St Trinidad, CO, 81082, described as a(n) Warehouse will be referred to in this Lease as either "Leased Premises" or "Rental Property".

- A. The specific area, measurement and dimension to be used as the Leased Premises is described as: 21000 sf including basement
- B. Landlord hereby leases to Tenant, subject to the terms and conditions of this Lease, the Leased Premises. The Leased Premises shall include all that space enclosed by and including the top surfaces of the subfloor and bottom surfaces of the ceiling and interior surfaces of all demising walls.

4. USE OF LEASED PREMISES:

- A. Tenant agrees that the Leased Premises will be used only as follows: Tenants will be allowed in building with agent and no changes are to be made to the property until the property closes.
- B. The Tenant is responsible for all permits, licenses and zoning approvals relating to the Tenant's business and the Tenant indemnifies the Landlord of all liability, costs, and/or fees associated with this business.
- C. Tenant must obtain written permission to erect or place any sign on or about the Leased Premises.
- D. Tenant shall neither injure or deface the Leased Premises or Common areas or permit any storage of inflammable substances. Tenant shall not create a nuisance, intolerable noise or odor within or from the Leased Premises, nor permit any use of the Leased Premises which is offensive or is liable to render necessary alterations to any part of the Leased Premises.

5. TERM OF LEASE:

- A. The Landlord shall lease to the Tenant the Leased Premises for the initial term ("Initial Term") beginning on March 15, 2015 and ending at midnight on June 30, 2016.
- B. Landlord's best efforts shall be put forth to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to provide the Leased Premises at the beginning of the Lease term, rent shall abate for the period of delay. Tenant shall make no other claim against the Landlord for any such delay.
- C. Prior to the expiration of this lease, Landlord may place upon the premises any usual "To Let" and, "For Lease" signs. During the final three (3) months of this Lease term, the Landlord shall be permitted to show prospective tenants the Leased Premises upon giving Tenant at least twenty-four (24) hours' advance notice.

- D. LEASE IS GOOD FOR THE DURATION OF THE LICENSING FOR THE MARIJUANA BUSINESS THAT WILL BE TAKING PLACE THERE HOWEVER THE LEASE CAN BE TERMINATED WITH A 30 DAY WRITTEN NOTICE SHOULD AN OFFER TO PURCHASE BE ACCEPTED.

RENT CHECKS AND SEC DEP TO BE MADE OUT TO PURGATOIRE RIVER LLC AND SENT TO TOM ORTIZ - MAILED TO 15801 HWY 239, TRINIDAD CO 81082 SEC DEP WILL BE HELD IN A SEPARATE ACCT MONIES FROM RENTS WILL BE APPLIED TO BUYERS MONIES DUE TOWARDS PURCHASE FOR THE FIRST 3 MONTHS ONLY. IF THE BUYER DOES NOT CLOSE AS SCHEDULED THE MONIES WILL BE KEPT BY PURGATOIRE RIVER LLC AS RENT AS LEASE SPECIFIES.

TENANT TO INSURE BUILDING AND SELF BY APRIL 1, 2015 LANDLORD WILL PAY UTILITIES FOR THE FIRST 3 MONTHS

6. OPTION TO RENEW:

- A. At the end of the Initial Term, this lease will continue in full force and effect on a month to month basis unless Tenant or Landlord provides written notice to the other party at least 30 days before the end of the Term (including any exercised renewal or extension thereof) to terminate the Lease.

7. RENT:

- A. Tenant shall pay to the Landlord the total amount of \$0.00 which shall be paid in installments every month on the 1st of the month, in the amount of \$1,500.00 referred to in this lease as "Base Rent".
- B. Rent payments shall be made payable to: PURGATOIRE RIVER LLC
- C. Rent payments shall be made to the Landlord at the following address: 136 Elm Street Trinidad, CO, 81082. Rent payments shall be considered paid on the date received by the Landlord. It is the Tenant's responsibility to ensure rent is received timely.
- D. Rent payments shall be paid by Cash, and/or Certified Check, and/or Money Order, and/or Personal Check.
- E. All costs and expenses incurred of every kind and nature that is the responsibility of the Tenant during the term of the Lease or any renewal thereof (as described in this Lease) including the operating, managing, equipping, lighting, repairing, maintaining the Leased Premises including the common areas including but not limited to common parking and ingress and egress areas, of the Leased Premises shall be considered "additional rent". Additionally, such costs and expenses may include, but shall not be limited to: utilities, lighting the common areas, if any, cleaning costs, expenses of planting, replanting and replacing flowers, landscaping, water and sewerage charges, premiums for liability and property damage, and fees for required licenses and permits, and any late fee or returned payment fee.

8. SECURITY DEPOSIT:

- A. The Tenant(s) shall pay to the Landlord a Security Deposit of \$1,500.00. The Security Deposit deposited by Tenant with Landlord shall be held by Landlord as security for the faithful performance by Tenant of all of the terms of this Lease.
- B. If Tenant defaults with respect to any provision of this Lease, including, but not limited to the provisions relating to the payment of rent, Landlord may (but shall not be required to) use or retain all or part of this Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss which Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or retained, Tenant shall, within five (5) days after written demand therefore, deposit cash with Landlord in an amount sufficient to increase the Security Deposit to its original amount.
- C. If Tenant shall fully and faithfully perform every provision of the Lease to be performed by it, the Security Deposit, or any balance thereof shall be returned to Tenant after the expiration of the Lease in accordance with the laws of Colorado.
- D. In the event of termination of Landlord's interest of this Lease, Landlord shall transfer the Security Deposit to Landlord's successor in interest and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit; and Tenant agrees to look solely to Landlord's successor in interest for the return thereof.

9. SURRENDER OF THE LEASED PREMISES:

- A. At the end of this Lease or any renewal thereof, Tenant must vacate and shall immediately and peacefully surrender and return to the Landlord the possession of the Leased Premises. Tenant shall peaceably surrender the Leased Premises to Landlord on the date the Lease shall expire in as good condition as when Tenant took possession less normal wear and tear. On the Expiration Date Tenant shall surrender all keys to the Leased Premises. The Leased Premises shall be cleared out of all occupants, furniture, personal articles, and effects of any kind.
- B. All movable partitions, business and trade fixtures, machinery and equipment, which is not provided or installed by the Landlord, as well as any other articles of the Tenant's movable personal property shall be removed from the Leased Premises without causing any damage to the Leased Premises or any surrounding or common areas. In the event that such removal causes any damage to the Leased Premises, or any surrounding or common areas, the Tenant is fully responsible for repair or replacement and shall promptly repair or replace any damages to the Landlord's satisfaction. Tenant's failure to repair or replace any damage to the Landlord's satisfaction will result in charges made against any security deposit held and/or Tenant being billed in full for repairs or replacement.
- C. If Tenant abandons or surrenders the Leased Premises, or is dispossessed, any of Tenant's Property left on the Leased Premises shall be deemed to be abandoned, and at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove any part of such Tenant's Property, the cost of removal, including repairing any damage to the property caused by such removal, shall be paid by Tenant.

10. HOLDING OVER:

- A. Tenant agrees that if for any reason Tenant or any subtenant of Tenant shall fail to vacate and surrender possession of the Premises or any part thereof on or before the expiration or earlier termination of this Lease and the Term, then Tenant's continued possession of the Premises shall be as a month-to-month tenancy, during which time, without prejudice and in addition to any other rights and remedies Landlord may have hereunder or at law, Tenant shall:
 - (1). pay to Landlord an amount (the "Holdover Amount") equal to 50 percent of the Base Rent in addition to the regularly recurring Rent payable hereunder prior to such termination and
 - (2). comply with all other terms and conditions of this Lease.The provisions of this section shall not in any way be deemed to
 - (i). permit Tenant to remain in possession of the Premises after the Expiration Date or sooner termination of this Lease or
 - (ii). imply any right of Tenant to use or occupy the Premises upon expiration or termination of this Lease and the Term, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of the Term shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this section.

Landlord waives no rights against Tenant by reason of accepting any holding over by Tenant, including without limitation the right to terminate such month-to-month tenancy as provided by law at any time after the expiration of the Term and any right to damages in the event that Tenant's holding over causes Landlord to suffer any loss. Tenant's obligations under this section shall survive the expiration or earlier termination of this Lease.

- B. Notwithstanding anything herein to the contrary, Tenant shall indemnify and save Landlord harmless against all costs, claims, loss or liability resulting from delay by Tenant in surrendering the Premises upon expiration or sooner termination of the Term, including, without limitation, any claims made by any succeeding tenant founded on such delay or any lost profits, losses, costs, expenses or liability payable to such tenant as a result thereof.

11. CHANGE OF TERMS:

This Lease may not be changed, modified, terminated or discharged, in whole or in part, except by a writing, executed by both Landlord and Tenant.

12. LATE FEES:

- A. Tenant shall pay the rent and all other sums due on the date and time specified in this Lease without fail, set-off, deduction or counterclaim. If the rent and all other sums that are due are not received by Landlord within 5 days after they become due, Tenant shall pay a late fee of \$15.00 per day for each day the rent and all other sums remain unpaid.
- B. Tenant shall pay the rent and all other sums due on the date and time specified in this Lease without fail, set-off, deduction or counterclaim. If the rent and all other sums that are due are not received by Landlord within 5 days after they become due, Tenant shall pay a late fee of 25% on each dollar of rent and all other sums that are unpaid.

- C. Late fee shall be deemed additional rent for all purposes and is not intended to constitute a penalty, but is a reasonable approximation of the damage incurred by the Landlord for late payment, the amount which is agreed by the landlord and tenant to be difficult or impossible to specifically determine. If Landlord shall at any time or times accept rent or rent charges after the same shall have become due and payable, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any other Landlord's rights. Tenant agrees that any charge or payment herein reserved, included or agreed to be treated or collected as rent may be proceeded for and recovered by Landlord in the same manner as rent due and in arrears and in accordance with the laws of Colorado.

13. RETURNED PAYMENTS:

- A. A Returned Payment Fee of \$25.00 will be added for any returned payments. A Personal Check will not be accepted as payment to replace a returned payment.
- B. A Returned Payment fee shall be deemed additional rent for all purposes and is not intended to constitute a penalty, but is a reasonable approximation of the damage incurred by the Landlord for the return of the payment by the financial institution, the amount which is agreed by the Landlord and Tenant to be difficult or impossible to specifically determine.
- C. If the financial institution returns your rental payment and thereby causes the rental payment to be late, a late fee will be due as specified in this Lease.

14. SUBLEASING AND ASSIGNMENT:

- A. Any assignment of this Lease or sublease of all or any part of the Leased Premises shall be prohibited, constitute a default of this Lease and shall be deemed void unless approved by Landlord in writing. Landlord shall have the right to grant, condition or withhold his/her approval for any reason or no reason.
- B. If this Lease is assigned by Tenant, or the Leased Premises are encumbered, then Landlord may, in the event of a default of this Lease, collect rent from the assignee, subtenant or occupant, and apply the amount collected to Base Rent and Additional Rent. No assignment, subletting, occupancy or collection shall be deemed a waiver by Landlord of the provisions of this Lease, the acceptance by Landlord of the assignee, subtenant or occupant as a tenant; or a release by Landlord of the Tenant from the further performance by Tenant of its obligations under this Lease. The consent by Landlord to any assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent in writing of Landlord to any further assignment or subletting.

15. INSURANCE:

- A. If the Tenant has valid and collectible insurance for any loss which Landlord also maintains insurance for, Tenant's insurance shall be considered primary Insurance. The Landlord's insurance in this instance shall be considered excess insurance only and Landlord and/or Landlord's insurance company shall have no duty to defend against any suit if the Tenant's insurance company has a duty to defend against that suit. Tenant understands that the Landlord is not responsible for any damage to or loss of the Tenant's property.
- B. When the Landlord's insurance is excess insurance, the Landlord's insurance will only pay the amount of the loss if any, that exceeds the total amount that the Tenant's insurance would pay for the loss in the absence of the Landlord's insurance.

- C. Landlord and Tenant hereby release each other from any and all liability or responsibility to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property covered by any fire and extended coverage insurance then in force, even if such fire or other casualty shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible, provided, however, that this release shall be applicable and in force and effect only to the extent of and with respect to any loss or damage occurring during such time as the policy or policies of insurance covering the loss shall contain a provision to the effect that this release shall not adversely affect or impair the insurance or prejudice the right of the insured to recover. If at any time the fire insurance carriers issuing fire insurance policies to Landlord or Tenant shall exact an additional premium for the inclusion of such or similar provisions, the party whose insurance carrier has demanded the premium referred to as the "Notifying Party" shall give the other party notice. In such event, if the other party requests, the Notifying Party shall require the inclusion of such or similar provisions by its fire insurance carrier, and the requesting other party shall reimburse the Notifying Party for any such additional premiums for the remainder of the term of this Lease. If at any time any such insurance carrier shall not include such or similar provisions in any fire or extended coverage insurance policy, then, as to loss covered by that policy, the release set forth in this Section shall be deemed of no further force or effect. The party whose policy no longer contains such provision shall notify the other party that the provision is no longer included in the policy, but a failure or delay in giving such notice shall not affect such termination of the release set forth in this Section. During any period while the foregoing waivers of right of recovery are in effect, the party for whom such waivers are in effect shall look solely to the proceeds of such policies to compensate itself for any loss occasioned by fire or other casualty which is an insured risk under such policies.
- D. Tenant's failure to meet any of the insurance requirements set forth herein shall constitute a default of this Lease.

16. INDEMNIFICATION:

Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims arising in connection with (1) Tenant's use of the Leased Premises and the Property or; (2) from any activity, carried out in or about the Leased Premises; (3) from any breach or default in the performance of any obligation by or of Tenant's agents, contractors or employees and for, from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Premises arising from any cause other than the acts or neglect of Landlord, and Tenant hereby waives all claims with respect thereof against Landlord. Landlord shall not be liable for any damages arising from any act or neglect of any other tenant of the Leased Premises, Building or Property.

17. TAXES:

- A. Tenant shall pay to the Landlord as additional rent, the Tenant's proportionate share of real estate taxes. The term "real estate taxes" shall mean the amount by which the real estate taxes are assessed against the real estate of which the Leased Premises is a part, including the building, the underlying land and associated air rights, for each tax year during the term of this Lease based on the actual invoice from the County, City, Township, School district or other governmental authority. The tax year is defined as applied to this Lease to mean a twelve month period commencing on January 1 or such other date as the County, City, Township, School district or other governmental authority may adopt as the commencement of the twelve month period for which real estate taxes are payable. Tenant's proportionate share of real estate taxes shall be paid by the Tenant within fifteen (15) days after Tenant receives from the Landlord a statement showing the amount of annual real estate taxes and the Tenant's proportionate share of such taxes.
- B. Landlord reserves the right to bill the Tenant on a monthly basis, one twelfth of the taxes as would be payable for the current tax year.
- C. In the case of failure of the Tenant to make any of the payments for real estate taxes as due and payable under this Lease, the Landlord may but shall not be required to pay the amount due with any penalty and interest, if any. The amount paid by the Landlord shall then become due and payable by the Tenant to the Landlord with interest thereon at of the 10% per annum and shall become due as part of the next installment of rent.

18. UTILITIES:

- A. Tenant is responsible for the following utilities: Electricity, Water, Gas, Trash and Recycling, and Sewer ("utility" or "utilities") and is required to register the utilities in Tenant(s) name. Tenant understands and agrees that these essential utilities are to be maintained and operational at all times. Proof of payment shall be given to the Landlord on demand.

19. REPAIRS:

- A. Tenant shall be responsible for all repairs needed on or about the Leased Premises.
- B. Tenant is responsible and liable for any cost associated with a repair needed that is caused by the Tenant, Tenants guests or invitees.
- C. The Tenant must keep the Leased Premises clean and sanitary at all times and remove all rubbish, garbage, and other waste, in a clean, tidy and sanitary manner.

20. SERVICES AND COMMON AREA MAINTENANCE:

- A. Tenant(s) is/are responsible for the following services in and around the Leased Premises: stocking restroom supplies, trash removal, window washing, pest control, and general cleaning and maintenance inside the Leased Premises.
- B. Tenant will maintain and clean all indoor common areas in the building.
- C. Tenant will maintain and clean all outdoor common areas on the building's grounds (including snow/ice removal, landscaping/mowing, etc).
- D. Tenant expressly waives and releases Landlord from all liabilities, claims, suits, judgments, costs, expenses and damages (including consequential damages) arising out of the failure of any utility or services for the Leased Premises. Tenant agrees that the Landlord has no obligation to provide all or any of the utility systems.
- E. Tenant must abide by all local recycling regulations.
- F. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated or any of Tenant's obligations be reduced by reason of:
 - (1). the installation, use or interruption of use of any equipment in connection with the furnishings of any of the foregoing services,
 - (2). failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or by any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Property, or
 - (3). any limitation, or restrictions on use of, water or electricity serving the Leased Property. Landlord shall not be liable under any circumstances for a loss or injury to Property or business, arising in connection with or incidental to any failure to furnish any such services.

21. LANDLORD'S IMPROVEMENTS AND ALTERATIONS:

- A. Landlord shall not be required to make any additions or improvements. Removal or changes to of any of the listed additions or improvements by the Tenant must have the advance written approval of the Landlord. The improvements listed are the property of the Landlord and the Tenant is responsible to return them as they were at the beginning of this Lease. The Tenant is responsible for ANY damage to these items.
- B. No promise of Landlord to alter, remodel, repair or improve any part of the Leased Premises or common areas and no representation, express or implied, respecting any matter related to the Property of this Lease (including, without limitation, the condition of any part of the Property) has been made to Tenant by Landlord or Landlord's broker or rental agent, other than as may be contained in this Lease Agreement. Tenant accepts the Leased Premises in "as is" condition except for the items listed herein.

22. TENANT'S IMPROVEMENTS AND ALTERATIONS:

- A. Tenant, at Tenant's expense, shall have the right following the Landlord's consent to remodel, redecorate and make additions, improvements, and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures, temporary installations whether acquired by the Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant subsequently, shall remain the Tenant's property free and clear of any claim by the Landlord. Tenant shall have the right to remove the same at any time during the term or at the end of this Lease provided that ANY and ALL harm or damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.
- B. Tenant must have written approval before installing or supplying any appliance. Landlord accepts no responsibility for the maintenance, repair or upkeep of any appliance supplied by the tenant. Tenant agrees he/she is responsible for any damage that occurs to the Leased Premises resulting from the addition of any appliance that is supplied by the Tenant.

23. NO LIENS:

Tenant shall keep Tenant's leasehold interest, and any improvements which are or become the property of Landlord under this Lease, free and clear of any attachment of judgment lien. Before the actual commencement of any work for which a lien or a claim of a lien may be filed, Tenant shall give Landlord at least ten (10) days prior written notice of the intended commencement date and Landlord shall have the right to enter the Leased Premises and post such notices of non-responsibility for Tenant's work at any reasonable time. Tenant shall, within five (5) days after the attachment of any lien or claim of lien, pay and discharge, or secure the release from the Leased Premises of any lien or claim of lien; Tenant shall promptly indemnify Landlord from and against all loss, cost, damage, injury or expense in connection with any such lien or claim of lien, including, without limitation, reasonable attorney's fees. In addition, Tenant agrees that no security agreement, whether by way of conditional bill of sale, chattel mortgage or instrument of similar import, shall be placed upon any improvement at the Premises which is affixed to the Real Property.

24. CONDITION OF PROPERTY:

Tenant acknowledges that the Leased Premises are in acceptable condition upon the execution of this Lease. Tenant(s) agree that neither the Landlord nor his agent have made promises regarding the condition of the Leased Premises.

25. DESTRUCTION OR DAMAGE:

- A. If any portion of the Leased Premises or common areas necessary for Tenant's occupancy is damaged by fire, or other casualty, Landlord shall, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect. If such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the rent shall be abated to the extent Tenant's use of the Leased Premises is impaired, based upon the reasonable relative value to Tenant that the damaged space bears to the value of Tenant's total Leased Premises, commencing with the date of damage and continuing until substantial completion of the repairs required of Landlord.
- B. If, in Landlord's opinion, such repairs cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated to the extent Tenant's use of the Leased Premises is impaired, based upon the reasonable relative value to Tenant that the damaged space bears to the value of Tenant's total Leased Premises, commencing with the date of damage and continuing until substantial completion of the repairs required of Landlord.
- C. Tenant shall be responsible at its sole cost for the restoration and replacement of any other Leasehold Improvements and Tenant's property. Landlord shall not be liable for any loss of business, loss of Tenant's personal property, inconvenience or annoyance arising from any fire or other casualty or any restoration of any portion of the Property arising from fire or other casualty.
- D. If such damage is the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, Rent shall not be abated, and Tenant shall pay Landlord for repairs and for all costs associated with such damages, including but not limited to the loss of all rental income from all tenants of the Property as the result of such damage.

26. RIGHT OF ENTRY:

Tenant shall permit Landlord or Landlord's agents to enter upon the Leased Premises at reasonable times and upon reasonable notice, for the purpose of inspecting and making repairs and will permit Landlord at any time within 24 hours with reasonable notice. In the event of an emergency Landlord reserves the right to enter the Leased Premises without notice.

27. CHANGES REQUESTED BY LENDER:

When applicable, neither Landlord nor Tenant shall unreasonably withhold consent to changes to this Lease requested by the lender on Landlord's interest, so long as these changes do not materially alter the basic business terms of this Lease.

28. CHOICE OF LAW:

This Lease shall be construed and enforced in accordance with the laws of Colorado.

29. EXECUTION OF LEASE:

The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation or option for Tenant to lease, or otherwise create any interest of Tenant in the Leased Premises or any other premises within the Building or Property. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

30. ABANDONMENT:

In the event that tenant vacates the premises without notifying the Landlord, the premises is then considered to be abandoned and tenant is in default of this Lease agreement. Specifically, Tenant shall (unless Landlord shall have directed Tenant not to remove such items) reimburse Landlord, as Additional Rent within thirty (30) days after demand, for Landlord's reasonable, actual out-of-pocket costs incurred in connection with removal of Tenant's property and restoration of the premises. Landlord's acceptance of a subtenant or replacement tenant in case of abandonment shall not constitute a waiver of rights against the original tenant. In case of abandonment, Tenant may be responsible for damages and losses allowed by federal, state and local regulations.

31. LANDLORD'S REMEDIES:

If the event of a default of this Lease, the Landlord may in addition to any other remedies or options set by law pursue any or all of the following remedies concurrently or successfully, as follows:

- A. Landlord may terminate this Lease and take possession of the Leased Premises without prior notice or demand.
- B. In addition to any Rent and other charges already due and payable, the Rent for the entire unexpired balance of the term of this Lease and any other charges, costs and expenses herein agreed to be paid by Tenant shall be due and payable immediately as if by the terms of this Lease such Rent, charges, costs and expenses were on that day due and payable in full, in accordance with and to the extent permitted by the laws of Colorado.
- C. Landlord shall to the extent permitted by law, have the right to proceed by distress and sale of Tenant's property for Rent and other amounts due hereunder. During the term hereof, Landlord shall have a lien on all of Tenant's personal property, fixtures and equipment in the Leased Premises, as security for Rent and all other charges payable hereunder.
- D. Tenant expressly waives any right of redemption or for the restoration of the operation of this Lease under any present or future law if Tenant shall be dispossessed for any cause, or if Landlord shall obtain possession of the Leased Premises as herein provided.
- E. Landlord may, at any time, cure the default of Tenant and at the expense of Tenant. Tenant shall pay, with interest at the maximum legal rate, on demand, to Landlord, the amounts so paid, expended or incurred by Landlord and any expense of Landlord including attorneys' reasonable fees incurred in connection with the default and as permitted by law.
- F. The rights and remedies of Landlord set forth herein shall be in addition to any other rights or remedies now or hereafter provided by the laws of Colorado. All such rights and remedies shall be cumulative and not exclusive of each other. Landlord may exercise such rights and remedies at such times, in such order, to such extent, and as often as Landlord deems advisable with regard to whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another. A single or partial exercise of a right or remedy shall not preclude a further exercise thereof or the exercise of another right or remedy from time to time. No delay or omission by Landlord in exercising a right or remedy shall exhaust or impair the same or constitute a waiver of or acquiescence to a default. No waiver of default shall extend to or affect any other default or impair any right or remedy with respect hereto. No action or inaction by Landlord shall constitute a waiver of a default. No waiver of a default shall be effective unless it is in writing.

32. WAIVER:

The receipt and acceptance by Landlord of delinquent rent plus late charges and service fees shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Leased Premises, shall constitute an acceptance of the surrender of the Leased Premises by Tenant before the expiration of the Term. Only a written notice from Landlord to Tenant shall constitute acceptance of the surrender of the Leased Premises and accomplish a termination of the Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

33. SUBORDINATION:

This Lease Agreement is subject and subordinate to any lease, financing, loans, other arrangements, or right to possession with regards to the building or land, that Landlord is obligated to now or in the future including existing and future financing, and/or loans or leases on the building and land.

34. CONDEMNATION:

If the whole or any part of the leased premises is taken by any authority having power of condemnation, this Lease agreement will end. Tenant shall peaceably vacate the premises, removing all personal property and the lease terms will no longer apply. Tenant, however is responsible for all rent and charges until such time that tenant vacates.

35. BINDING EFFECT:

All rights and liabilities herein given to, or imposed upon the respective parties hereto, shall extend to and bind the several and respective heirs, executors, administrators, successors and assigns of said parties.

36. MISREPRESENTATION:

A. If any information provided by Tenant in application for this Lease is found to be knowingly incorrect, untruthful and/or misleading, it is a default of the lease.

37. PRIOR AGREEMENTS; AMENDMENTS:

This lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.

38. SEVERABILITY:

Each term, remedy, provision, condition, obligation and/or waiver contained in this Lease, or any amendment or supplement hereto, is a separate and distinct covenant and, if any such term, remedy, provision, condition, obligation and/or waiver is declared unenforceable or unconstitutional, or invalid by any court of competent jurisdiction or by any act of Congress or by any other governmental authority, such decision, statute, ordinance or regulation will not affect in any manner the enforceability or validity of any other term, remedy, provision, condition, obligation and/or waiver contained herein, and they will remain in full force, virtue and effect. Therefore, it will not cancel or void the rest of the Lease Agreement. The remainder of the Lease will continue to be valid and enforceable by the Landlord, to the maximum extent of the laws and regulations set forth by local, state and federal governments.

39. FORCE MAJEURE:

Any prevention or delay or stoppage of work to be performed by Landlord or Tenant which is due to labor disputes, inability to obtain labor, material or equipment, acts of God, governmental regulations, judicial orders, hostile government actions, civil commotion, fire or other casualty, or other cause beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention or delay or stoppage. Nothing in this Article shall excuse or delay Tenant's obligation to pay rent or other charges under this Lease.

40. SPECIAL TERMS AND CONDITIONS:

The Landlord and Tenant agree to the following extra services, charges and/or special terms:
This lease will end upon closing and transfer of deed. All security deposits and rents to be applied to sales price. Should the property not close by June 1, 2015 then tenant loses the monies paid for rent to the sellers.

41. RULES AND REGULATIONS:

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations and with such reasonable modifications and additions that the Landlord may make from time to time. Landlord shall not be responsible for any violation of such rules and regulations by other tenants or occupants of the Building or Property.

A. Late fees are strictly enforced and any unpaid fees will not be waived.

- B. The Tenant may not interfere with the peaceful enjoyment of the neighbors.
- C. The Tenant will be responsible for any fine and/or violation that is imposed on the Landlord due to the Tenant's negligence.
- D. The Tenant shall abide by all Federal, State, and Local laws.
- E. The Tenant shall notify the police and Landlord of any illegal activity that is witnessed in or around the Leased Premises.
- F. The Tenant agrees not to use the Leased Premises for any unlawful purpose including but not limited to the sale, use or possession of illegal drugs on or around the Leased Premises.
- G. The Tenant agrees to test smoke detector(s) periodically as well as maintain operational batteries at all times.
- H. The Tenant agrees to test carbon monoxide detector(s) periodically as well as maintain operational batteries at all times. The Tenant must report immediately to the Landlord any malfunction with carbon monoxide detector(s).

42. ADDENDA:

The following Addenda, attached to this Lease Agreement, shall become part of this Lease Agreement: If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

- A. Smoke-Free Property Addendum
- B. Smoke-Free Property Addendum
- C. Personal Guarantee

43. NOTICES:

- A. Any notice, required by the terms of this Lease Agreement shall be in writing.
- B. Notices sent to Landlord may be sent to the following:
 - I. 136 Elm Street, Trinidad, CO, 81082
 - II. Email: monicaviolante@hotmail.com
- C. Written correspondence to Tenant shall be mailed to: 137 Cedar St Trinidad, CO, 81082.
- D. Notices may be given by either party to the other, or any other manner provided for by law, in any of the following ways:
 - I. First Class USPS Mail.
 - II. Personal Delivery.
 - III. by sending said notice by certified or registered mail, return receipt requested.
 - IV. Email.
- E. If Landlord sends the notice by certified, registered mail or regular mail, it will be considered received on the date the Tenant signs for it, or FIVE (5) days after it was mailed, whichever occurs first.

44. PARAGRAPH HEADINGS, CAPTIONS AND SECTION NUMBERS:

The captions, paragraph headings and section numbers appearing within the body of this Lease have been inserted as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Lease. They are for convenient reference only and do not represent the rights or obligations of the Landlord or Tenant.

45. ENTIRE AGREEMENT:

- A. Landlord and Tenant agree that this Lease Agreement and any attached Addenda, Rules and Regulations and/or Special Terms and Conditions accurately represent all terms and agreements between the Landlord and Tenant regarding the leased premises. There are no promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. It is further understood and agreed that, except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

NOTICE: This is an important **LEGAL** document.

- You may have an attorney review the Lease Agreement prior to signing it.
- You are giving up certain important rights.
- If the Landlord fails to enforce any provision of this Lease Agreement it is not a waiver of any future default or default of the remaining provisions. Landlord's acceptance of rental payments is not a waiver of any default by the Tenant.
- Time is of the essence in this Lease.
- You are waiving your right to have a notice sent to you before the Landlord starts court action to recover possession for nonpayment of rent or any other reason.



UTILITY COMPANY INFORMATION

As a courtesy, we are providing the utility company information for the property to assist you with moving in.

IMPORTANT:

Before the Lease begins and/or you move in, you must contact the utility companies to activate service. The Tenant may not move in until the utilities are registered in their name. If the Tenant fails to activate any utility services before the Lease begins, the Tenant will be responsible for re-lighting any of the Gas pilots and for all Tenant utility charges.

The Tenant is responsible for all utility activation fees.

Please take the time to locate and familiarize yourself with the location of the gas and water shutoff valves and the electric fuses and/or breakers.

City of Trinidad
135 N. Animas Street
Trinidad, CO 81082
Phone: (719) 846-9843 or 846-2266
<http://www.historictrinidad.com>

Find USPS change-of-address forms at <http://moversguide.usps.com>.

SMOKE-FREE PROPERTY ADDENDUM

Landlord: PURGATOIRE RIVER LLC
Tenant: DESSIMALS, INC
Leased Premises: 137 Cedar St, Trinidad, CO 81082

This Smoke-Free Property Addendum is incorporated into and made part of the lease agreement (Lease) executed by and between PURGATOIRE RIVER LLC (Landlord) and the DESSIMALS, INC (Tenant) for the Leased Premises located at 137 Cedar St, Trinidad, CO 81082.

The Landlord has implemented a "No Smoking" policy due to the known health effects of secondhand smoke, increased costs incurred due to additional maintenance and cleaning, fire risks, and higher insurance costs associated with permitted smoking in the building.

For this Smoke-Free Property Addendum, smoking is defined as inhaling, breathing, or carrying and lit cigarette, cigar, pipe or other tobacco or non-tobacco smoked product in any form, legal and illegal.

The Tenant(s), occupants, and Tenant's invitees and guests acknowledge the Leased Premises are designated as a smoke-free living space. No smoking anywhere within the rental unit is permitted. Where applicable, smoking shall not be permitted in any common areas, including but not limited to hallways, adjoining grounds, balconies and/or patios.

Tenant(s) acknowledges that the Landlord does not promise or guarantee of a smoke-free living space. Additionally, Tenant(s) acknowledges that Landlord's implementation of a smoke-free living space does not make the Landlord responsible for the Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord will try to enforce the terms within this Smoke-Free Property Addendum with the Lease to create a smoke-free environment.

Tenant accepts that Landlord has limited ability to police, monitor, or enforce the terms of this Smoke-Free Property Addendum. Tenant understands enforcement depends upon the compliance of the Tenant(s), occupants, Tenant's guests and invitees. Landlord puts on notice any Tenant(s) with respiratory illnesses, diseases, allergies, or any other physical or mental condition relating to the effects of smoke that the Landlord assumes no greater duty of care to enforce this Addendum than any other landlord obligation under the Lease.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. If a default occurs, the Landlord may initiate legal proceedings under all applicable laws and regulations to evict or have the Tenant removed from the Leased Premises and seek judgment against the Tenant for any monies owed to the Landlord because of the Tenant's default.

Tenant's Signature: Kurt Walsh Date: 3/16/15

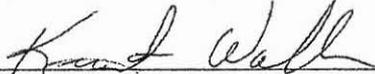
PERSONAL GUARANTEE

Tenant: DESSIMALS, INC
Leased Premises: 137 Cedar St, Trinidad, CO 81082
Guarantor: KEN WALLER
Guarantor's Address:

This LEASE ADDENDUM is incorporated into and made part of the Lease executed by and between PURGATOIRE RIVER LLC (Landlord), the DESSIMALS, INC (Tenant) and KEN WALLER (Guarantor) for the Leased Premises located at 137 Cedar St, Trinidad, CO 81082.

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is hereby acknowledged the parties agree that:

1. Guarantor personally guarantees the payment to Landlord of all rents, charges, and fees due to Landlord under the Lease. This includes all costs incurred by Landlord, including attorney's fees, pertaining to the enforcement of Tenant's obligations under the Lease as well as Guarantors obligations under this Guaranty.
2. Guarantor personally guarantees the performance of all the requirements, terms, conditions, and obligations under the Lease.
3. Any failure of Landlord to enforce any provision of the Lease or any part of this guarantee shall not be deemed a waiver of all the rights granted to Landlord herein or under the Lease.
4. Landlord retains the right to selectively and simultaneously enforce provisions of the Lease and this Guarantee. Landlord's failure to fully exhaust all remedies due under the lease shall not preclude enforcement of this Guarantee. Guarantor acknowledges he/she shall be obligated to Landlord irrespective of Landlord's potential alternate remedies under the Lease.
5. Guarantor understands and acknowledges that this Guarantee is a condition precedent to the execution of the lease, that Landlord agrees to enter into the lease because of Guarantor's obligations and agreements stated herein.
6. This Guarantee shall not be released, modified or affected by any assignment of the Lease, even if such an assignment is conducted outside of the Lease or by court order.
7. If any part of this guaranty is found to be unenforceable, it shall not effect the remainder of Guarantor's obligations set forth herein.
8. This agreement shall be construed in accordance with the laws of Colorado Any dispute under this agreement shall be brought in a court of competent jurisdiction in Colorado.

Guarantor's Signature:  Date: 3/16/15

Landlord's Signature:  Date: 3/13/15

State of Colorado
County of Jefferson
The foregoing instrument was acknowledged before
me on this 16th day of March 2015
by Jeneth S. Walker
who is personally known to me or has produced
Colorado Driver License as identification

JENELL STEVENSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954014536
MY COMMISSION EXPIRES JANUARY 31, 2017

Notary's Signature [Signature]

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Colorado }
County of Larimer } ss.

On this the 13th day of March, 2015, before me,
Garrett Carmack the undersigned Notary Public,
Day Month Year
Name of Notary Public
personally appeared Neal Spencer Jr
Name(s) of Signer(s)

personally known to me - OR -
 proved to me on the basis of satisfactory
evidence
to be the person(s) whose name(s) is/are subscribed
to the within instrument, and acknowledged to
me that he/she/they executed the same for the
purposes therein stated.

GARRETT CARMACK
Notary Public
State of Colorado
Notary ID 20124066903
My Commission Expires Oct 17, 2016

WITNESS my hand and official seal.
[Signature]
Signature of Notary Public

Place Notary Seal/Stamp Above

Any Other Required Information
(Printed Name of Notary, Expiration Date, etc.)

OPTIONAL

This section is required for notarizations performed in Arizona but is optional in other states. Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Commercial Lease Package Personal Guarantee
Document Date: 3/15/2015 Number of Pages: 17
Signer(s) Other Than Named Above: _____

SMOKE-FREE PROPERTY ADDENDUM

Landlord: SOUTHERN COLORADO REALTY

Tenant: RANDALL BOEPPLE

Leased Premises: 1401 SANTA FE TRAIL DR, UNIT 1 TRINIDAD CO 81082

This Smoke-Free Property Addendum is incorporated into and made part of the lease agreement (Lease) executed by and between PURGATOIRE RIVER LLC (Landlord) and the DESSIMALS, INC (Tenant) for the Leased Premises located at 137 Cedar St, Trinidad, CO 81082.

The Landlord has implemented a "No Smoking" policy due to the known health effects of secondhand smoke, increased costs incurred due to additional maintenance and cleaning, fire risks, and higher insurance costs associated with permitted smoking in the building.

For this Smoke-Free Property Addendum, smoking is defined as inhaling, breathing, or carrying and lit cigarette, cigar, pipe or other tobacco or non-tobacco smoked product in any form, legal and illegal.

The Tenant(s), occupants, and Tenant's invitees and guests acknowledge the Leased Premises are designated as a smoke-free living space. No smoking anywhere within the rental unit is permitted. Where applicable, smoking shall not be permitted in any common areas, including but not limited to hallways, adjoining grounds, balconies and/or patios.

Tenant(s) acknowledges that the Landlord does not promise or guarantee of a smoke-free living space. Additionally, Tenant(s) acknowledges that Landlord's implementation of a smoke-free living space does not make the Landlord responsible for the Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord will try to enforce the terms within this Smoke-Free Property Addendum with the Lease to create a smoke-free environment.

Tenant accepts that Landlord has limited ability to police, monitor, or enforce the terms of this Smoke-Free Property Addendum. Tenant understands enforcement depends upon the compliance of the Tenant(s), occupants, Tenant's guests and invitees. Landlord puts on notice any Tenant(s) with respiratory illnesses, diseases, allergies, or any other physical or mental condition relating to the effects of smoke that the Landlord assumes no greater duty of care to enforce this Addendum than any other landlord obligation under the Lease.

If the Tenant violates any part of this Addendum, the Tenant will then be in default of the Lease. If a default occurs, the Landlord may initiate legal proceedings under all applicable laws and regulations to evict or have the Tenant removed from the Leased Premises and seek judgment against the Tenant for any monies owed to the Landlord because of the Tenant's default.

Tenant's Signature: Kent Welch

Date: 3/16/15

Tenant's Signature: N/A

Date: _____

Tenant's Signature: _____

Date: _____

Tenant's Signature: _____

Date: _____

Purgatoire River, LLC

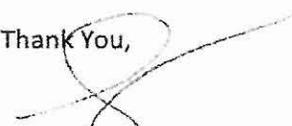
To City of Trinidad,

March 2, 2015

This letter is to inform you that Purgatoire River LLC, is aware the purchasers of our building on 137 W. Cedar St., Trinidad, CO are intending to use the this building for the use of retail, cultivation and manufacturing of infused products of cannabis.

Please let us know if you have any questions or require additional information.

Thank You,

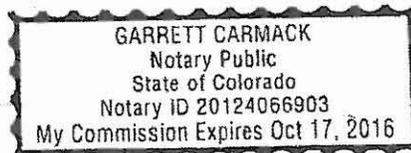

Neal Spencer, Jr
Manager
Purgatoire River, LLC

Larimer County
Colorado

Acknowledgement

3/13/2015





1820 NCR 23 Bellvue, CO 80512

Phone 970.416.5355 Fax 877.278.2344 Email neal@usa.net

Please include a typed self-addressed envelope

MUST BE TYPED
FILING FEE: \$50.00
MUST SUBMIT TWO COPIES

Mail to: Secretary of State
Corporations Section
1560 Broadway, Suite 200
Denver, CO 80202
(303) 894-2251
Fax (303) 894-2242

For office use only 001

961029839 C \$50.00
SECRETARY OF STATE
03-04-96 12:57

ARTICLES OF INCORPORATION

Corporation Name DESSIMALS, INC

Principal Business Address 8656 W. Progress Place, Littleton, CO 80123
(Include City, State, Zip)

Cumulative voting shares of stock is authorized. Yes No

If duration is less than perpetual enter number of years --

Preemptive rights are granted to shareholders. Yes No

Stock information: (If additional space is needed, continue on a separate sheet of paper.)

Stock Class Common Authorized Shares 50,000 Par Value None

Stock Class _____ Authorized Shares _____ Par Value _____

The name of the initial registered agent and the address of the registered office is:(If another corporation, use last name space)

Last Name WALLER First & Middle Name BARBARA JEANNE

Street Address 8656 W. PROGRESS PLACE, LITTLETON, CO 80123
(Include City, State, Zip)

The undersigned consents to the appointment as the initial registered agent.

Signature of Registered Agent Barbara J. Waller

These articles are to have a delayed effective date of: _____

Incorporators: Names and addresses: (If more than two, continue on a separate sheet of paper.)

NAME	ADDRESS
<u>BARBARA J. WALLER</u>	<u>8656 W. Progress Place, Littleton, CO 80123</u>
<u>EDMUND H. WALLER</u>	<u>8656 W. Progress Place Littleton, CO 80123</u>

Incorporators who are natural persons must be 18 years or more. The undersigned, acting as incorporator(s) of a corporation under the Colorado Business Corporation Act, adopt the above Articles of Incorporation.

Signature Barbara J. Waller Signature Edmund H. Waller

COMPUTER UPDATE COMPLETE

Audra Garrett

From: kwaller1459@comcast.net
Sent: Tuesday, March 31, 2015 8:09 PM
To: Audra Garrett
Cc: Dantes, Ed
Subject: Re: Corporate reports
Attachments: Sale of stock-Barbara Waller.pdf; Sale of stock-Tyler Waller.pdf; statement of change-registered agent.pdf

Audra - This was my mom's business that has been inactive for several years after my mom retired. She kept it active with the state for the purpose of handing it down to the family. There has been no activity concerning the business so corporate reports were not filed. I attached two signed documents on the sale of stock. There is also a statement of change of registered agent on the website that I attached too. There is an amendment to the articles of incorporation on the state website.

Could you please send itemized receipts for each license and application fee that we paid. We will need that for the state. I read on the state website where the state is supposed to collect some of the city fees and they pay them when the state application is approved. I am not sure how that will work out since the Trinidad collected all of the fees. Hopefully it is not an issue with them but I have a feeling it might be. -Thanks for your help.

Ken

From: "Audra Garrett" <audra.garrett@trinidad.co.gov>
To: kwaller1459@comcast.net
Sent: Friday, March 27, 2015 9:37:51 AM
Subject: Corporate reports

As I continue to look at your application I may contact you with further questions. I don't have copies of any of your corporate reports. They are required to be filed with the State's application and consequently are provided to the City as a required attachment. I went onto the Secretary of State's website and printed the original articles of incorporation and a statement of change to the principal address, but what I don't find is a filing that shows that Barbara Waller and Edmund Wallers's shares were transferred to Kenneth and Karen Waller or minutes or the like that show the current ownership and officer arrangement. Please advise.

Audra Garrett Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

May 5, 2011

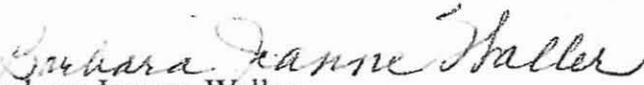
Dessimals, Inc.

Memo to all stockholders:

The registered agent for Dessimals, Inc. is Tyler Paul Waller.

All stock has been surrendered to him for the purchase of \$1.00.

Tyler Paul Waller has appointed Kenneth Scott Waller as vice president/treasurer. Any further changes will be noted on the proper documents.


Barbara Jeanne Waller

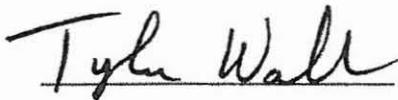
5/12/2014

Dessimals Inc.

Memo to stockholders:

The registered agent for Dessimals Inc. is Kenneth Waller.

All stock has been surrendered to Kenneth Waller for the purchase price of \$1.00.

A handwritten signature in black ink that reads "Tyler Waller". The signature is written in a cursive style and is positioned above a horizontal line.

Tyler P. Waller

Partnership Agreement

THIS PARTNERSHIP AGREEMENT is made this 3 day of February , 20 by and between the following individuals:

Kenneth Waller

Address: 11333 W Saratoga Pl
City/State/ZIP: Littleton,CO 80127

Karen Waller

Address: 11333 W Saratoga Pl
City/State/ZIP: Littleton,CO 80127

1. Nature of Business. The partners listed above hereby agree that they shall be considered partners in business for the following purpose:

Medical, Retail sales, cultivation, and product infusion of Cannabis

2. Name. The partnership shall be conducted under the name of Dessimals, Inc and shall maintain offices at [STREET ADDRESS], [CITY, STATE, ZIP].
11333 W Saratoga Pl Littleton,CO 80127

3. Day-To-Day Operation. The partners shall provide their full-time services and best efforts on behalf of the partnership. No partner shall receive a salary for services rendered to the partnership. Each partner shall have equal rights to manage and control the partnership and its business. Should there be differences between the partners concerning ordinary business matters, a decision shall be made by unanimous vote. It is understood that the partners may elect one of the partners to conduct the day-to-day business of the partnership; however, no partner shall be able to bind the partnership by act or contract to any liability exceeding \$ 50,000 without the prior written consent of each partner.

4. Capital Contribution. The capital contribution of each partner to the partnership shall consist of the following property, services, or cash which each partner agrees to contribute:

Name Of Partner	Capital Contribution	Agreed-Upon Cash	% Share
Kenneth Waller	300,000	N/A	50%
Karen Waller	5,000	N/A	50%

The partnership shall maintain a capital account record for each partner; should any partner's capital account fall below the agreed to amount, then that partner shall (1) have his share of partnership profits then due and payable applied instead to his capital account; and (2) pay any deficiency to the partnership if his share of partnership profits is not yet due and payable or, if it is, his share is insufficient to cancel the deficiency.

5. Profits and Losses. The profits and losses of the partnership shall be divided by the partners according to a mutually agreeable schedule and at the end of each calendar year according to the proportions listed above.

6. Term/Termination. The term of this Agreement shall be for a period of 10 years, unless the partners mutually agree in writing to a shorter period. Should the partnership be terminated by unanimous vote, the assets and cash of the partnership shall be used to pay all creditors, with the remaining amounts to be distributed to the partners according to their proportionate share.

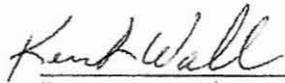
7. Disputes. This Partnership Agreement shall be governed by the laws of the State of Colorado. Any disputes arising between the partners as a result of this Agreement shall be settled by arbitration in accordance

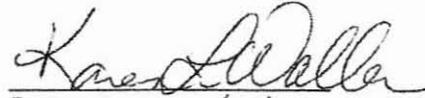
with the rules of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

8. Withdrawal/Death of Partner. In the event a partner withdraws or retires from the partnership for any reason, including death, the remaining partners may continue to operate the partnership using the same name. A withdrawing partner shall be obligated to give sixty (60) days' prior written notice of his/her intention to withdraw or retire and shall be obligated to sell his/her interest in the partnership. No partner shall transfer interest in the partnership to any other party without the written consent of the remaining partner(s). The remaining partner(s) shall pay the withdrawing or retiring partner, or to the legal representative of the deceased or disabled partner, the value of his interest in the partnership, or (a) the sum of his capital account, (b) any unpaid loans due him, (c) his proportionate share of accrued net profits remaining undistributed in his capital account, and (d) his interest in any prior agreed appreciation in the value of the partnership property over its book value. No value for good will shall be included in determining the value of the partner's interest.

9. Non-Compete Agreement. A partner who retires or withdraws from the partnership shall not directly or indirectly engage in a business which is or which would be competitive with the existing or then anticipated business of the partnership for a period of N/A, in those N/A of this State where the partnership is currently doing or planning to do business.

IN WITNESS WHEREOF, the partners have duly executed this Agreement on the day and year set forth hereinabove.


Partner 2/1/15


Partner 2/1/15



Colorado Secretary of State
 Date and Time: 03/07/2014 08:15 AM
 ID Number: 19961029839

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

Document number: 20141156373
 Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

**Statement of Change
 Changing the Registered Agent Information**

filed pursuant to § 7-90-305.5 and § 7-90-702 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 19961029839
(Colorado Secretary of State ID number)

Entity name or True name DESSIMALS, INC

2. *(If applicable, adopt the following statement by marking the box and enter all changes.)*

The registered agent name has changed.

Such name, as changed, is

Name (if an individual) Waller Kenneth S
(Last) (First) (Middle) (Suffix)

or

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

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

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

3. *(If applicable, adopt the following statement by marking the box and enter all changes.)*

The registered agent address of the registered agent has changed.

Such address, as changed, is

Street address 11333 W Saratoga Pl
(Street number and name)

Littleton CO 80127
(City) (State) (ZIP Code)

Mailing address (leave blank if same as street address) _____
(Street number and name or Post Office Box information)

_____ CO _____
(City) (State) (ZIP Code)

4. (If applicable, adopt the following statement by marking the box.)

The person appointed as registered agent has delivered notice of the change to the entity.

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

Waller	Tyler	P	
	<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i> <i>(Suffix)</i>
9642 W Chatfield Ave			
<i>(Street number and name or Post Office Box information)</i>			
Unit B			
<i>(Street number and name or Post Office Box information)</i>			
Littleton	CO	80128	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
	United States		
<i>(Province - if applicable)</i>	<i>(Country)</i>		

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

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

Disclaimer:

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

DESSIMALS, INC

is a **Corporation** formed or registered on 03/04/1996 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19961029839.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/14/2014 that have been posted, and by documents delivered to this office electronically through 06/17/2014 @ 08:34:42.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 06/17/2014 @ 08:34:42 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8877886.



A handwritten signature in black ink, appearing to read "Scott Gessler", is written over a horizontal line.

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."



Colorado Secretary of State
 Date and Time: 02/28/2015 07:41 AM
 ID Number: 20151149562
 Document number: 20151149562
 Amount Paid: \$20.00

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

ABOVE SPACE FOR OFFICE USE ONLY

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

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

ID Number	<u>19961029839</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>DESSIMALS, INC</u>
Form of entity	<u>Corporation</u>
Jurisdiction	<u>Colorado</u>

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

Lucky Monkey Buds

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

Medical and Retail sale and cultivation of Cannabis

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

This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

Waller	Kenneth	S	
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
			
<i>(City)</i>	<i>(State)</i>	<i>(Postal/Zip Code)</i>	
	United States		
<i>(Province – if applicable)</i>	<i>(Country – if not US)</i>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)
This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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

STATE CITY
COLORADO TRINIDAD

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

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION					ISSUE DATE			LICENSE VALID TO DECEMBER 31
	county	city	industry	type	liability date	month	day	year	
00979789-0001	05	0102	017	C	050115	Feb	19	15	2015

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION
IN A CONSPICUOUS PLACE: DESSIMALS, INC
137 W CEDAR ST TRINIDAD CO 81082-1930

**THIS LICENSE IS NOT
TRANSFERABLE**



DESSIMALS, INC
ATTN: KEN WALLER
11333 W SARATOGA PL
LITTLETON CO 80127-1276

Executive Director
Department of Revenue

▲ Detach Here ▲

Letter Id: L0032477632

Important Verification Process

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

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

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

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

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

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

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

Your Letter ID is: L0032477632

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

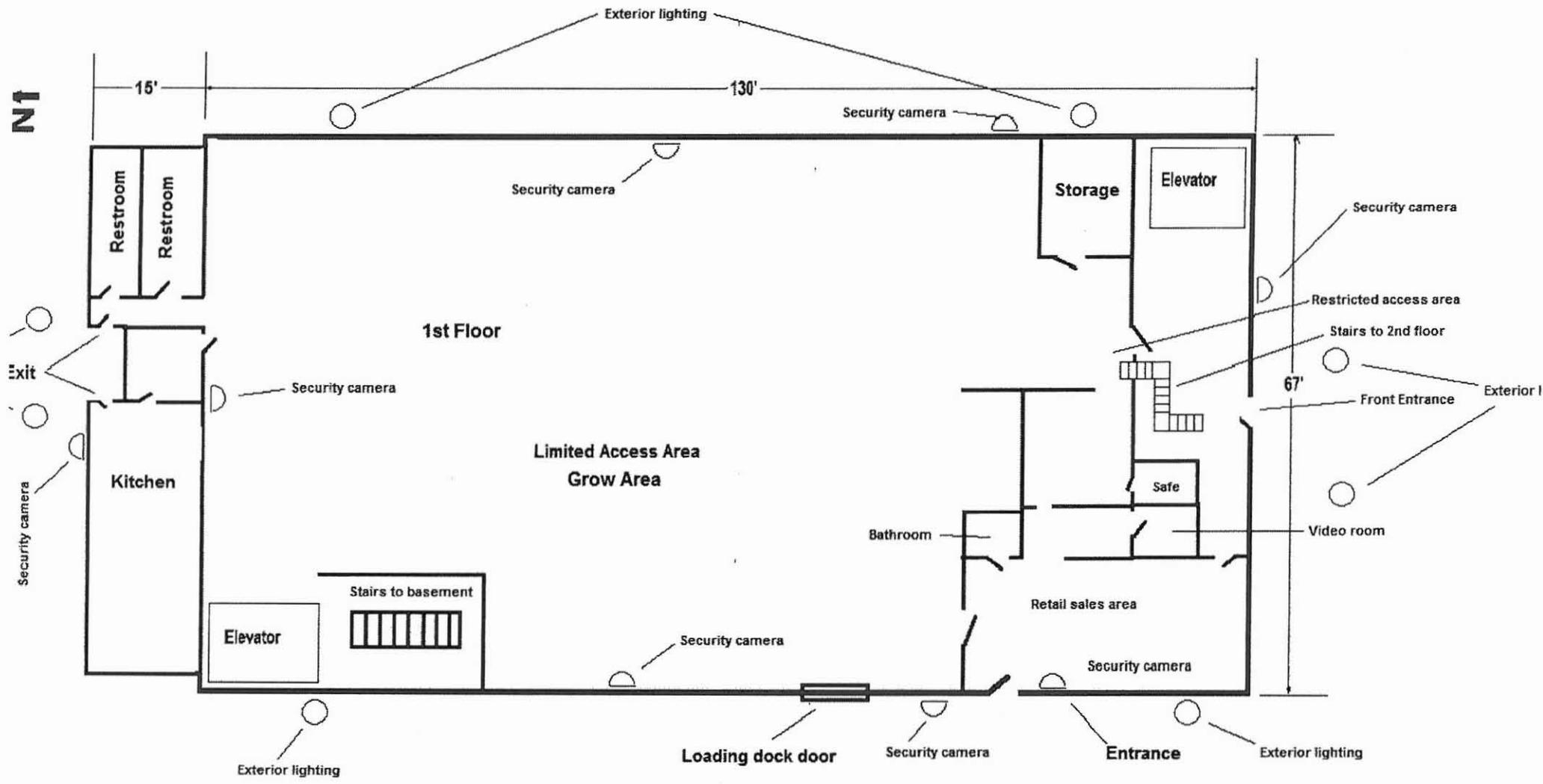
1. Click on the **Login** button.
2. Enter the Authorization Code from your email (first time only).
3. Click Login. You should then be in your account. NOTE: If you have additional tax types registered under the same Account Number, such as withholding, you will be able to view those tax types through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

Filing Returns

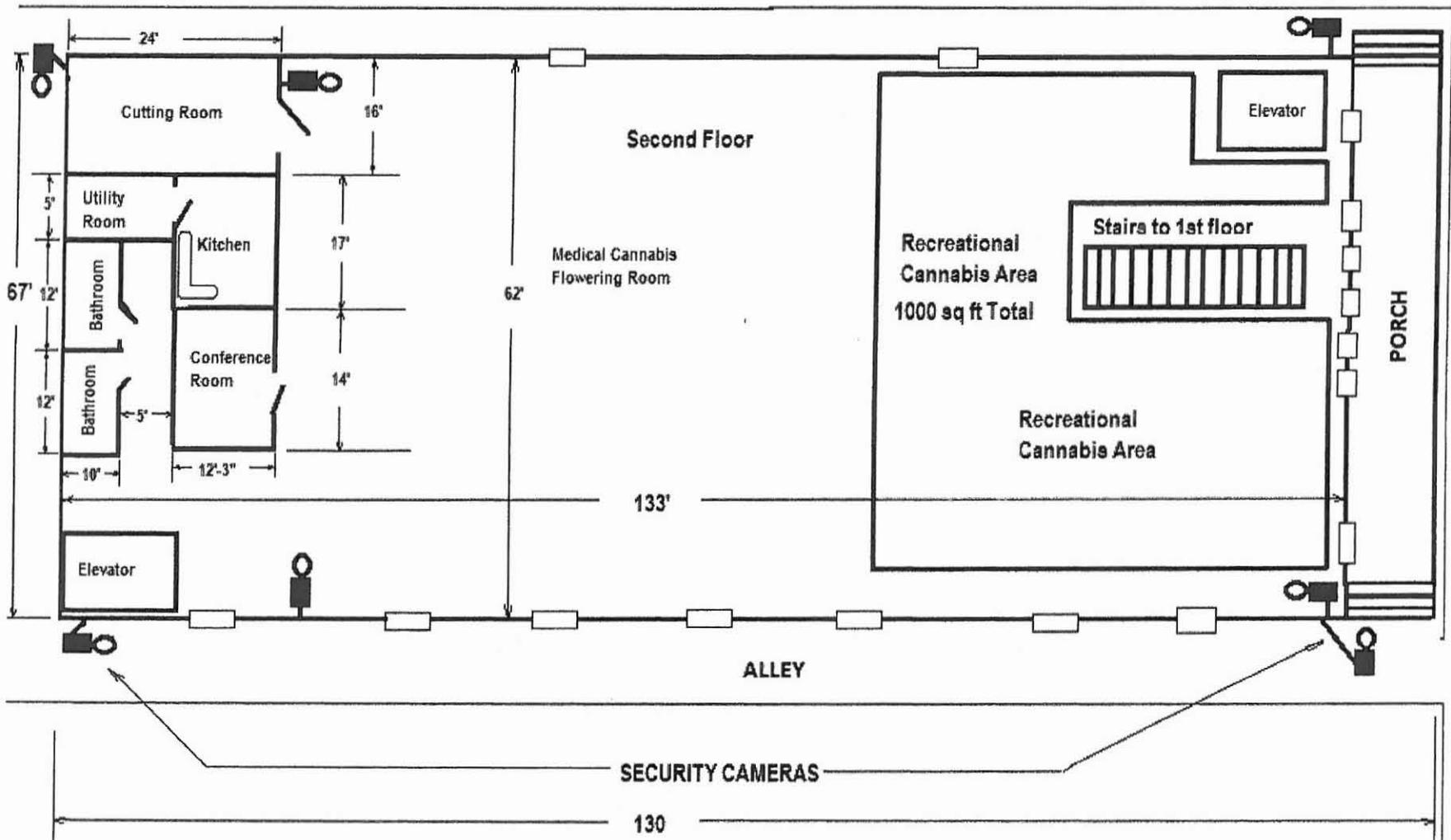
To file a return, go to Revenue Online (www.Colorado.gov/RevenueOnline). You must file a return for each reporting period. If you have no tax to report, file a "zero" return. Tax reporting and payment are your responsibility. To avoid late penalties and interest, file online on or before the due date.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

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

register
3/12/15



137 W. Cedar St
 Scale 1"= 15'



W. CEDAR ST

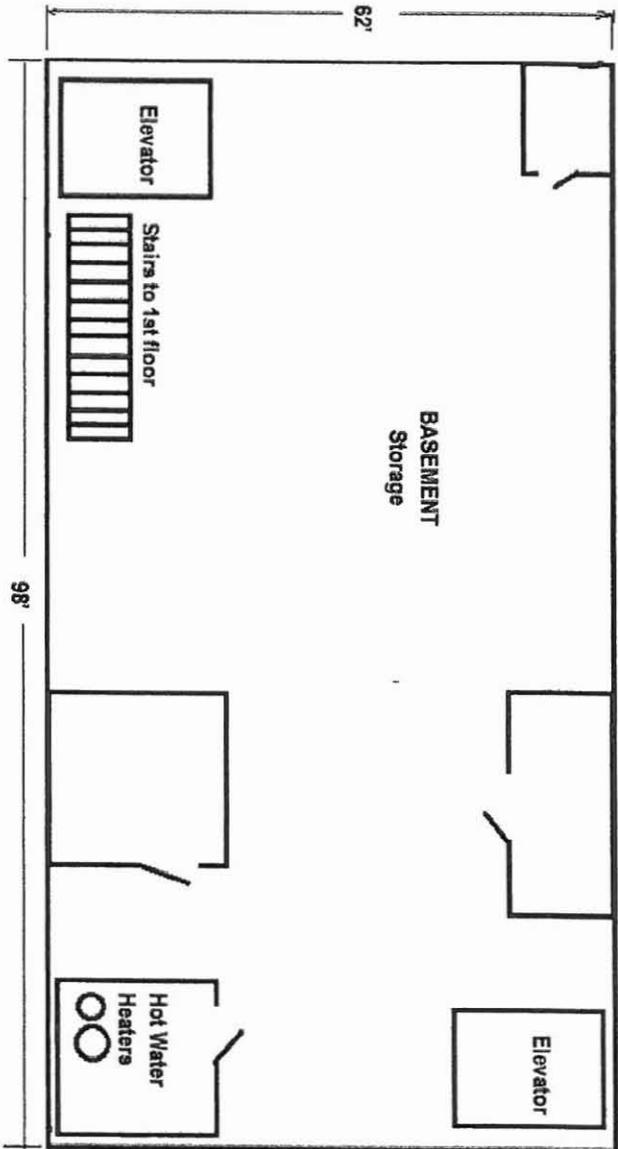
SECURITY CAMERAS

130

Scale 1" = 15'

137 W. CEDAR ST

N↑



137 W. Cedar St

Scale 1" = 15'



Individual History Record
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION
NOT FOR PUBLIC DISCLOSURE

PLEASE PRINT CLEARLY IN BLACK INK

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

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

1. Owner/Company Name KENNETH WALLER / DECIMALS INC
2. D/B/A (Doing Business As) N/A
3. Business address 11333 W. SARATOGGA PL LITTLETON, CO, 80127
4. Business License # Tax ID # 84-1337062

5. Your Full Name (last, first, middle) WALLER, KENNETH SCOTT
6. List any other names you have used N/A

7. Mailing address (if different from residence) _____
8. Phone 303-972-0483

9. List All Other Medical Marijuana Licenses issued to Applicant (Attach separate sheet if necessary) N/A
Location _____

10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license. N/A

11. List all residence addresses below. Include current and previous addresses for the past five years.
Current STREET AND NUMBER CITY, STATE, ZIP FROM TO
[REDACTED] LITTLETON, CO, 80127 1991-PRESENT

Previous
N/A

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

Xcel Energy 10001 W. Hampden Ave Lakewood, CO 80227
Corrosion Control Specialist

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

N/A

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

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

16. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests, if yes, explain in detail; include date, charge and disposition. YES NO

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

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

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth _____ b. Social Security Number SSN _____ c. Place of Birth _____ d. U.S. Citizen? YES NO

e. If Naturalized, State where N/A f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number N/A i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____

k. Permanent Residence Card Number N/A

l. Height _____ m. Weight _____ n. Hair Color _____ o. Eye Color _____ p. Sex _____ q. Race _____

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

14. Financial Information

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

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

AFFIDAVIT

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

I, Kenneth Waller, being first duly sworn, state that I am
Printed Name of Applicant

an applicant for a Medical Marijuana Center for DESSIMALS INC.
Name of Establishment

Located at 137 W. CEDAR ST, Trinidad, Colorado;
Address of Establishment

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

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

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

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

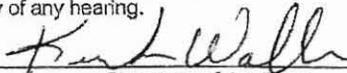
I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the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

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

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

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

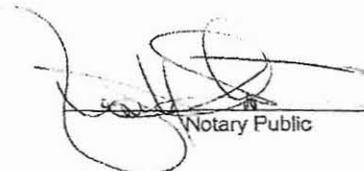
This Affidavit is made for purposes of inducing the Local Medical Marijuana Licensing Authority of the City of Trinidad, Colorado, to approve the aforementioned Medical Marijuana license application. This Affidavit is made with the knowledge and consent by me; and if this Affidavit for any reason proves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


Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 17th day of February, 2015, by Kenneth Walker.

Witness my hand and official seal.

My commission expires 01/31/2017.


Notary Public

JENELL STEVENSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19954014536
MY COMMISSION EXPIRES JANUARY 31, 2017

Owner/Manager Approval (Required)

I, _____, Owner/Manager of _____
Owner or Manager's Name Printed Here Business Name Printed Here
acknowledge and approve the submittal of an application for _____
Applicant's Printed Name Here



Individual History Record
City of Trinidad, Colorado

CONFIDENTIAL INFORMATION
NOT FOR PUBLIC DISCLOSURE

PLEASE PRINT CLEARLY IN BLACK INK

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

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

1. Owner/Company Name KENNETH WALLER / DECIMALS INC

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

3. Business address 11333 W. SARATOGA PL LITTLETON, CO, 80127

4. Business License # 84-1337067

5. Your Full Name (last, first, middle)
Karen L. Waller

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

7. Mailing address (if different from residence)

8. Phone
303-972-0483

9. List All Other Medical Marijuana Licenses issued to Applicant (Attach separate sheet if necessary)
N/A

Location

10. Identify Medical Marijuana Optional Premise License, license number, and issuer of said license.
N/A

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

Current	STREET AND NUMBER	CITY, STATE, ZIP	FROM	TO
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Previous	_____	_____	_____	_____
	_____	_____	_____	_____

Previous

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

NAME OF EMPLOYER	ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)	POSITION HELD	FROM	TO
BAM Consulting Engineers	6348 S. Yellowstone Ct, Aurora, CO 80016	Admin Office Manager	2/2007	Present

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

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
N/A			

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

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

16. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include all arrests. If yes, explain in detail; include date, charge and disposition. YES NO

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

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

PERSONAL AND FINANCIAL INFORMATION

19a. Date of Birth _____ b. Social Security Number SSN _____ c. Place of Birth _____ d. U.S. Citizen? YES NO

e. If Naturalized, State where N/A f. When _____ g. Name of District Court _____

h. Naturalization Certificate Number N/A i. Date of Certification _____ j. If an Alien, Give Alien's Registration Card Number _____

k. Permanent Residence Card Number N/A

l. Height _____ m. Weight _____ n. Hair Color _____ o. Eye Color _____ p. Sex _____ q. Race _____

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

14. Financial Information

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

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

AFFIDAVIT

State of Colorado)
 Jefferson) ss.
 County of Las Animas)
 I, Karen L. Walker _____, being first duly sworn, state that I am
 Printed Name of Applicant

an applicant for a Medical Marijuana Center for DESSIMALS INC.
Name of Establishment

Located at 137 W. CEDAR ST _____, Trinidad, Colorado;
Address of Establishment

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

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

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

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

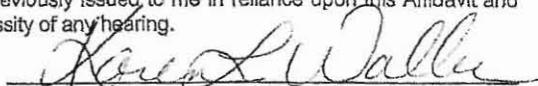
I also understand hereby that this application and any and all papers and other exhibits submitted by me or any person, government agency, former employer, private business, or any other individual or group of individuals become, upon submission to the Trinidad Police Department, the property of the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

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

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

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

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


Signature of Applicant

The foregoing Affidavit was subscribed and sworn to before me this 18th day of February, 2015 by Karen L. Waller.

Witness my hand and official seal.

My commission expires 12/15/18.

SHAYLEE D MATZKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144047466
MY COMMISSION EXPIRES DECEMBER 15, 2018


Notary Public

SHAYLEE D MATZKE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144047466
MY COMMISSION EXPIRES DECEMBER 15, 2018

Owner/Manager Approval (Required)

I, _____, Owner/Manager of _____
Owner or Manager's Name Printed Here Business Name Printed Here

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



Trinidad Police Department

2309 E Main St.

Trinidad, Co 81082

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

To Audra Garrett, Assistant City Manager

From Det Sgt Phil Martin

April 9, 2015

RE: Dessimals Inc, Kenneth Scott Waller

A handwritten signature in black ink, appearing to be "Phil Martin", is written over the text "RE: Dessimals Inc, Kenneth Scott Waller".

To whom it may concern:

This agency has conducted a search of various public access data base's. NO RECORD was found on the above listed applicant.

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



Trinidad Police Department

2309 E Main St.

Trinidad, Co 81082

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

To Audra Garrett, Assistant City Manager

From Det Sgt Phil Martin

April 9, 2015

RE: Dessimals Inc, Karen L Waller

A handwritten signature in black ink, appearing to be "P. Martin", is written over the end of the "RE:" line.

To whom it may concern:

This agency has conducted a search of various public access data base's. NO RECORD was found on the above listed applicant.

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

DATE 03/31/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: WALLER, KENNETH SCOTT

DATE OF BIRTH: [REDACTED]

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Ronald C. Sloan, Director
Colorado Bureau of Investigation

CIVIL APPLICANT RESPONSE

ICN E201509000000209269

CIDN

OCA CO0360100

WALLER, KENNETH SCOTT

MNU

SOC

COCBI0000 COLORADO B OF I

DENVER CO

2015/03/30

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST

DATA.

CJIS DIVISION

2015/04/01

FEDERAL BUREAU OF INVESTIGATION

COCBI0000
CO BUREAU OF INVEST
COLORADO B OF I
STE 3000
690 KIPLING ST
DENVER, CO 80215-8001

DATE 03/31/2015

PD TRINIDAD
2309 E MAIN ST
TRINIDAD, CO 81082

RE: WALLER, KAREN LYNN
SOC: [REDACTED]

DATE OF BIRTH: [REDACTED]

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

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Sincerely,
Ronald C. Sloan, Director
Colorado Bureau of Investigation

NAME: WALLER, KAREN LYNN
CBI PCN: 014C0000272491
STATE ID NUMBER: 1773840
FBI PCN: E201509000000208357
FBI NUMBER:
DATE OF BIRTH: 
SSN: 
DCL:
REASON FOR REJECTION: L0008 - The quality of the characteristics is too low to be used.



4931 North 300 West, Provo, UT 84604
 Phone: 800.216.5232 | www.vivint.com
 Fax: 801.377.4116 | support@vivint.com

CT: ELC.0191352-L5 ID: 012673 OR: 173349 TN: 1524
 CT: ELC.0192591-L5 MN: TS01618 OR: CLE216 TX: B13684
 CT: HIC.0634529 MN: MB648213 OR: 37646 TX: ACR-2854
 DE: 06-116 NE: 12465 RI: 3734 TX: TACLA00043940E
 DE: 2006209146 NV: 0062684, Mon- RI: 34456 TX: ACR-2854-A
 DE: CSRS1-0039 tary Limit: \$10,000 SC: BAC #5569 VA: 11-4822
 HI: C-31374 NJ: 34BF0000100 SC: FAC #3437 VA: 2705 138422
 IA: C004643 NM: 93695 SC: 1256 WA: VIVINI*894BZ
 IA: AC-0011 NY: 12000301658 TN: 1253 WY: LV-G-16005
 ID: 011630 NY: 68V1000200 TN: 333

MS: 15010729

SYSTEM PURCHASE AND SERVICES AGREEMENT

Account #: _____ Service #: _____

THIS AGREEMENT is made and entered into this _____ by and between Vivint, Inc. ("Vivint," "we," "us," or "our") and

[1] Customer Name (First, MI, Last) Dessimals Inc, Kenneth Walker		[2] Customer Name (First, MI, Last)			
Phone (303) 972-0483	Email kwalker1459@comcast.net	Phone	Email		
Installation Address 137 W. Cedar St, Trinidad		City Trinidad	County Las Animas	State MO	Zip 81082
Billing Address (if different) 1333 W. Sandoz Pl, Littleton		City Littleton	County Jefferson	State CO	Zip 80120

1. INSTALLATION AND SERVICES

We will install the security, energy management, and/or home automation system(s) (each a "System") described on the Schedule of Equipment and Services ("SES"), which is part of the monitoring and installation information, and provide repair service, interactive services (if requested), and monitor the System at our monitoring facility (the "Center"). We waive any right to file a mechanic's lien.

2. PRICE, PAYMENT, FINANCIAL DISCLOSURES AND TERMS

2.1 MONTHLY SERVICES FEE AND TERM. YOU AGREE TO PAY US AS FOLLOWS:

ACTIVATION FEE	\$ 99	(plus any applicable taxes)	INITIAL TERM OF CONTRACT:	60	MONTHS ("Initial Term")
EQUIPMENT FEES:	\$ 0	(See SES)	MONTHLY SERVICES FEE:	\$ 63.99	(plus any applicable taxes)
			TOTAL CASH PRICE FOR SERVICES:	0	(plus any applicable taxes)

THE TOTAL MONTHLY SERVICES FEE IS PAYABLE MONTHLY IN ADVANCE. THE FIRST MONTHLY SERVICES FEE IS DUE WHEN THE SYSTEM IS INSTALLED AND OPERATIONAL. **THERE IS NO FINANCING CHARGE OR COST OF CREDIT (0% APR) ASSOCIATED WITH THIS AGREEMENT.**

THIS AGREEMENT STARTS ON THE DAY THIS AGREEMENT IS SIGNED AND CONTINUES FOR THE INITIAL TERM. AFTER THE INITIAL TERM, THIS AGREEMENT WILL AUTOMATICALLY CONTINUE MONTH-TO-MONTH AND EITHER PARTY MAY TERMINATE THIS AGREEMENT AT ANY TIME UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE OTHER PARTY. IF TERMINATED, THIS AGREEMENT ENDS ON THE LAST DAY OF THE THIRTY (30) DAY NOTICE PERIOD.

2.2 INCREASE IN MONTHLY SERVICES FEE. YOU ACKNOWLEDGE THAT VIVINT SHALL HAVE THE RIGHT, AT ANY TIME, TO INCREASE THE MONTHLY SERVICES FEE TO REFLECT ANY TAXES, LICENSES, PERMITS, COSTS, FEES OR CHARGES WHICH MAY BE CHARGED TO US BY ANY UTILITY OR GOVERNMENTAL AGENCY RELATING TO THE INSTALLATION OF THE SYSTEM OR SERVICES AND YOU AGREE TO PAY THE SAME. IN ADDITION, WE CAN INCREASE THE MONTHLY SERVICES FEE FOR ANY RENEWAL TERM BY GIVING YOU SIXTY (60) DAYS PRIOR WRITTEN NOTICE.

2.3 LATE FEES. IF YOU FAIL TO MAKE ANY PAYMENT WHEN DUE, WE MAY, BY GIVING YOU WRITTEN NOTICE, DISCONTINUE INSTALLATION, MONITORING, AND REPAIR SERVICE, TERMINATE THIS AGREEMENT AND RECOVER ALL DAMAGES TO WHICH WE ARE ENTITLED, INCLUDING THE VALUE OF THE WORK PERFORMED AND OUR LOSS OF PROFIT. IN ADDITION, WE MAY IMPOSE A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN (10) DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY STATE LAW.

2.4 CREDIT INVESTIGATION. YOU AUTHORIZE VIVINT TO CONDUCT CREDIT INVESTIGATIONS FROM TIME TO TIME TO DETERMINE YOUR CREDIT WORTHINESS AND TO REPORT YOUR PAYMENT PERFORMANCE UNDER THIS AGREEMENT TO CREDIT AGENCIES AND CREDIT REPORTING SERVICES.

2.5 PAYMENT AUTHORIZATION. YOU AUTHORIZE VIVINT OR ITS ASSIGNEE(S) TO MAKE ELECTRONIC FUND TRANSFERS FROM YOUR BANK ACCOUNT OR CHARGES TO YOUR CREDIT CARD ACCOUNT (THE "ELECTRONIC PAYMENT") IN THE AMOUNT IDENTIFIED ABOVE AS YOUR MONTHLY SERVICES FEE, PLUS ANY APPLICABLE TAXES, AND INCLUDING ALL PAST DUE AMOUNTS, TRIP FEES, SERVICE FEES OR AMOUNTS WHICH MAY ACCUMULATE IN ARREARS ACCORDING TO THE TERMS ABOVE AND THE CONDITIONS OF THIS AGREEMENT. IF YOU ELECT TO RECEIVE A PAPER INVOICE (RATHER THAN MAKING AN ELECTRONIC PAYMENT) OR IF WE DO NOT RECEIVE YOUR ELECTRONIC PAYMENT FOR ANY REASON, VIVINT WILL SEND YOU A PAPER INVOICE, AND YOU UNDERSTAND AND AGREE THAT AN ADDITIONAL PROCESSING FEE MAY APPLY TO EACH PAPER INVOICE SO RENDERED.

3. OUR LIMITED LIABILITY

WHERE PERMITTED BY LAW, WE DISCLAIM ANY IMPLIED WARRANTIES PROVIDED BY LAW INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT, OR HELP PREVENT, ANY BURGLARY, FIRE, HOLD-UP OR ANY OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR COMPROMISED OR THAT IT WILL ALWAYS OPERATE. WE DO NOT WARRANT ANY WORK OR PRODUCTS PROVIDED BY YOU OR A THIRD PARTY USED IN CONNECTION WITH YOUR SYSTEM. SECTIONS 17 AND 18 ON THE REVERSE SIDE OF THIS AGREEMENT LIMIT OUR LIABILITY TO TWO THOUSAND DOLLARS (\$2,000.00) IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO THE SALES AGENT ABOUT THIS LIMITATION.

4. NOTICE TO CUSTOMER

- DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF ANY OF THE SPACES INTENDED FOR THE AGREED TERMS TO THE EXTENT OF THEN AVAILABLE INFORMATION ARE LEFT BLANK.**
- YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.**
- YOU MAY PAY OFF THE FULL UNPAID BALANCE DUE UNDER THIS AGREEMENT AT ANY TIME, AND IN SO DOING YOU SHALL BE ENTITLED TO A FULL REBATE OF THE UNEARNED FINANCE AND INSURANCE CHARGES.**

5. Repair Service. During the term of this Agreement, we will repair or service any defective part of the System as follows: (A) *What is Covered.* If you selected Premium Service, then we will, so long as we are providing services pursuant to this Agreement, repair and replace any defective part of the System without charge to you. If you decline Premium Service, however, then for one hundred and twenty (120) days after we complete the installation, we will repair or replace any defective part of the System without charge to you. After the initial one hundred and twenty (120) day period, we will, so long as we are providing services pursuant to this Agreement, provide a replacement for any defective part without charge, but you will pay a visit charge for each service call at our then-prevailing visit fee, plus any applicable taxes. All charges for repair service are due and payable upon completion of the service call, and you agree to pay the same. We can use new or used parts of the same functionality, and keep all replaced parts. (B) *How to Get Service.* Call or write us at the address and telephone number at the top of this Agreement and tell us what is wrong with the System. We will provide service as soon as possible during our normal business hours, which are 8:00 a.m. to 6:00 p.m. Monday through Friday, excluding holidays we observe. A responsible adult must be at the premises at the time we visit. (C) *What is Not Included.* Repair of the System is our only duty. This warranty does not include batteries or alarm sensors. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. We do not warrant that the System will always detect, or help prevent, any burglary, fire, hold-up or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment or our installation. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (D) *State Law.* Some states do not allow a limitation on the duration of implied warranties or the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

6. Installation of the System. You will permit us to install the System during our normal business hours, in such location(s) and such a manner as to fully comply with applicable state laws and regulations, and you will give us uninterrupted access to your premises. You have approved the locations where the control panel, energy management devices, audible devices and all protective devices will be installed, which may replace your existing devices. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than five (5) minutes. You will provide 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. We are not responsible for cosmetic blemishes to walls or wall coverings arising from the installation of any devices. We are not responsible if the installation is delayed because of weather, labor disputes, acts of God or other reasons beyond our control. You have an affirmative duty to inform us, prior to us beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. Any costs incurred to repair pipes, wires or other obstructions, and any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos abatement or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. Unless so notified, we will determine where to drill and place equipment. If telephone utility services or cables are necessary for the installation and operation of the System, you will provide them at your expense. After we complete the System, you and our installer will inspect it. The city or county in which your home or business is located may require that you obtain a permit for the use and monitoring of the System. Local authorities may not respond to alarm notifications until all permits or licenses for use of the System have been obtained, and therefore we may not begin monitoring until you have obtained, at your expense, all necessary permits or licenses, and provided us with the license or permit information.

7. Monitoring Service. We shall connect your System to the Center. To reduce false alarms, we use enhanced call verification (2 call verification). When your System sends a burglar alarm signal, the Center will try to telephone your premise number and your alternate number to verify whether an emergency condition exists, and if there is no answer or a person indicates that an emergency exists, the Center will attempt to notify the police department and will also attempt to contact someone on your emergency call list to advise them that the police have been notified. When your System sends a fire alarm signal, the Center will attempt to call your premise and, if there is no answer or a person indicates that an emergency exists, the Center will attempt to notify the fire department or other emergency personnel. When your System sends a hold-up alarm or duress alarm signal, the Center will attempt to notify the police department. When your System sends a non-emergency signal, the Center will attempt to contact your premises and all available contacts, but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. You and we are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your System. We may discontinue or change any particular response service due to governmental or insurance requirements. You consent to the tape recording of all telephonic communications between your premises and our office or the Center. You authorize us to make changes to the information provided on your SES, and otherwise communicate with the Center regarding your System.

8. Response to Alarm Activations. You understand, acknowledge and agree that the emergency response agencies (police department, fire department, paramedics, etc. and herein referred to as the "jurisdiction") that would be notified in the event of an alarm under Section 7, may have instituted or may subsequently to the date of this Agreement, institute either: (i) a no response policy to alarm system activations, or (ii) require an on-site physical verification of the existence of an emergency condition before responding to a notification of an alarm signal from the Center. If required, we will subscribe to a private guard response on your behalf to provide alternative response to alarm signals received by the Center (herein referred to as "private response"). You acknowledge and agree that we are obligated to comply with the response and notification requirements imposed by the jurisdiction. If the jurisdiction has adopted a no-response policy, or a physical verification requirement, upon receipt of an alarm signal, we will not notify the jurisdiction, and shall only notify your designated representative and the private response, if required. If your designated representative or the private response verify by physical on-site inspection and report such condition to us, then we shall attempt to notify the jurisdiction. You acknowledge and agree that you are responsible for any costs and fees associated with private response.

9. Transmission Lines. The System includes a communicator that sends signals to the Center over dedicated cellular service or long range radio or your regular telephone service, and will not work on standard cellular telephone service. You acknowledge that the use of cellular or radio transmission services may be controlled by local state agencies and the Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event, we will substitute another service. Cellular or radio transmissions may be impaired by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control, and we make no representations or warranties as to how fast a signal will be received at the Center, because signal transmission speed may be adversely affected by causes beyond our control. For a regular telephone service connection, you will pay for all telephone charges including any installation fee for a special jack to connect the System to your telephone service, and we recommend the use of an R31X or equivalent telephone jack to give the System priority over the other telephones in your premises, however, when the System is activated, you will be unable to use your telephone to make other calls (such as calls to 911 emergency operator), therefore, you may wish to have the System connected to a second telephone line. For certain types of fire alarm systems, two telephone lines may be required. If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted and the Center and we will not know of the telephone service problem. You acknowledge and agree that all software, firmware, computer codes and transmission facilities are our sole and exclusive property and are not part of the System. You further acknowledge that signals are transmitted over communications facilities provided by independent carriers or providers, which are wholly beyond our control and are maintained and serviced, solely by the applicable carrier or provider. Signal transmission may rely on various communication facilities and methods including, without limitation, household electric power, wireless networks, and broadband service, all of which are subject to periodic interruptions or outages, and we recommend the installation of a backup communications system that would allow the System to communicate with the Center during times of temporary loss, interruptions, or outages. You agree to reimburse us for any costs we may incur to reprogram the communicator because of area code changes or other dialing pattern changes. You further understand that transmission facilities currently available and used may not be available in the future (e.g. the discontinuance of common landline telephone service or of existing cellular service), and in such event you agree that in order to provide monitoring service, we may be required to replace or modify your existing transmission facilities. In such event, you agree to pay our standard rates and charges for the installation and use of such facilities. For cellular service, you agree that if an event or events generate signals in excess of the cellular service plan limit included in the monthly services fee, you agree to pay for any excess cellular service charges at the rate then in effect. If regular telephone service is used, the use of DSL, VoIP or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring facility and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL, VoIP or other broadband services. **IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.** Additionally, you will conduct follow-up testing to ensure that your System properly communicates with the Center.

10. False Alarms. You agree that you and others using the System will use it carefully so as to avoid causing false alarms. False alarms can be caused by weather or other forces beyond our control. If we receive too many false alarms that will constitute a breach of contract by you, and we may cancel monitoring and repair service and seek to recover damages. If a false alarm fine or penalty is charged to us, the Center, or you by any governmental agency or third party, you will pay for the charge. You authorize us to enter your premises to turn off the audible device if we are requested or ordered to do so by governmental authorities, neighbors or anyone else, and you will pay our standard service call charge for each such visit.

11. Energy Management Attributes and Incentives. To the extent permitted by law, your purchase of our services does not include any entitlement to any environmental attributes or incentives available to (or that may become available to) an owner of the Energy Management Products ("EMP") or on account of the energy reduction or efficiencies attributable to the use of EMP; all of which will be retained by and may be used or disposed of by us in our sole discretion. Such attributes and incentives include: (a) any and all current or future environmental attributes or renewable energy credits, including, but not limited to, carbon trading credits, renewable energy credits or certificates, emissions reduction

13. Suspension or Cancellation of this Agreement. You understand that we may stop or suspend monitoring and repair service if: (A) strikes, weather, earthquakes or other such events beyond our control affect the operation of the Center or so severely damage your premises that continuing service would be impractical; (B) there is an interruption or unavailability of the telephone service between the System and the Center; (C) you do not pay the service charge due to us, after we have given you ten (10) days notice that we are cancelling service because of non-payment; (D) we are unable to provide monitoring or repair service because of some action or ruling by any governmental authority; or (E) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement is terminated for any reason, you authorize us to remotely disconnect your communicator from the Center and remotely disconnect the communications/system software and/or enter your premises to disconnect your System from our monitoring equipment and remove our communications equipment and software and all of our signs and decals from your premises for our then-prevailing disconnect fee. If service is suspended because you have failed to pay the services fees set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then-prevailing reconnection fee. You understand that the System may not work with equipment used by other alarm companies or monitoring centers. You agree that you will grant us access to your premises to allow us to repossess or disable the equipment. You agree that we are not required to redecorate or repair your premises. We do not waive our right to any other legal remedy, including our right to charge you interest at the highest legal rate on the unpaid amount, by stopping the alarm monitoring and repair services or repossessing or disabling the equipment.

14. Assignees and Subcontractors. We may transfer or assign this Agreement to any other alarm company, or as collateral to a financial institution. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair or monitoring services, and this Agreement, particularly Sections 17 and 18, shall apply to them and the work or services they provide, and protect them in the same manner as it applies to and protects us.

15. Changes to the System. If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. You agree that you have chosen this System and you understand that additional or different protection is available for a higher price.

16. Software License. The System is programmed with copyrighted and proprietary software (the "Software") to work solely with our monitoring service. Subject to the terms and conditions of this Agreement, we hereby grant to you a non-exclusive, revocable, non-transferable license, without any right to sub-license, to use the Software during the applicable term, solely for your use of the System (the "License"). You agree that you will not make any modifications to the System, its programming or the Software to enable the System to work with any other monitoring service. You agree that you shall not permit any third party(ies) to use, rent, modify or reprogram the Software. You acknowledge that we are the sole owners of the Software, and of all copyright, trade secret, patent, trademark and other intellectual or industrial property rights to the Software. All copies of the Software, in whatever form provided by us to you shall remain our property. You acknowledge that the License granted hereunder does not provide you with ownership of the Software, but only a right of limited use consistent with the express terms and conditions of this Agreement. You shall have no rights to the source code for the Software and you agree that only we shall have the right to maintain, enhance, or otherwise modify the Software. **Misuse.** In the event of misuse of the License as identified above, we shall have the right to terminate the License at any time and in our sole discretion upon written notice to you (of which email shall suffice) and, upon such revocation by us, you shall immediately cease the use of the Software, provided you have been given fifteen (15) days to cure any misuse and have failed to do so. **Termination or Expiration.** In the event of a termination or expiration of the Agreement, your License to use the Software will immediately terminate.

17. We are not an Insurer; Limitation of Liability. You understand that: (A) we are not an insurer of your premises, property or the personal safety of persons in your premises; (B) you are solely responsible for providing any life, health or disability insurance for yourself and persons who use the System, and insurance on your premises and its contents; (C) the amount you pay to us is based only on the value of the service we provide and not on the value of your premises or its contents; (D) alarm systems and monitoring services may not always operate properly for various reasons; (E) it is difficult to determine in advance the value of the property that might be lost, stolen or destroyed if the System or our services fail to operate properly; (F) it is difficult to determine in advance how fast the police or the department or others would respond to an alarm signal; (G) an alarm system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on or about the premises; and (H) it is difficult to determine in advance what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System or service. Therefore you agree: Even if a court decides that our breach of this Agreement, or a failure of the System, or our negligence, or a failure of the installation, monitoring or repair service caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to two thousand dollars (\$2,000.00), and this shall be your sole and exclusive remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine liability for the injury or loss. **You may obtain higher limitation of liability.** You may obtain from us a higher limitation of liability for an additional charge. If you elect this option, we will attach a rider to this Agreement that will set forth the amount of the higher limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that Vivint is an insurer.

18. Third Party Indemnification and Subrogation. If anyone other than you asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) our breach of this Agreement, (ii) a failure of the System or service, (iii) our negligence, (iv) any other improper or careless activity of ours in providing the System or services, or (v) a claim for indemnification or contribution, you will pay us (A) any amount which a court orders us to pay or which we reasonably agree to pay and (B) the amount of our reasonable attorney's fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damages happens while one of our employees or subcontractors is in or about your premises, and such harm or damages is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

19. Binding Arbitration. To the extent permitted by law, both parties agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Each party agrees to binding arbitration as the sole and exclusive remedy for any controversy, dispute, or claim of any kind or nature between the parties and their respective affiliates, directly or indirectly arising out of, relating to, or in connection with the Agreement regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to allege or determine liability for the injury or loss. The parties agree that they may bring claims against the other only in their individual capacity and not as a class or representative action plaintiff or class action member in any purported class or representative proceeding. The arbitration shall not be conducted pursuant to the Federal Arbitration Act, but shall be conducted in accordance with the arbitration laws of the State of Utah. The arbitration shall be administered by Arbitration Services, Inc., under its Consumer Arbitration Rules (www.ArbitrationServicesinc.com). The arbitrator shall award and allocate all the costs of the arbitration, including fees of the arbitrator, against the party who did not prevail. Arbitrator is bound by the terms of this Agreement as it relates to available damages and other limitations. Judgment on the arbitration award may be entered in any court having jurisdiction.

20. Entire Agreement. The entire and only agreement between us is written in this Agreement. It replaces any earlier oral or written understanding or agreements. It may not be changed by any oral statements or representations made by our sales representative. It may only be changed by a written agreement signed by you and us. If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that we may save and store all contracts and other documents executed by you in an electronic media, and all such contracts and other documents shall be given the same force and effect as the paperform originals.

21. Information Privacy Contact. You understand and agree that in conjunction with employee training, quality control and the provision of services, we may monitor and/or electronically record video and audio related to monitored activity at your location, as well as conversations with you, emergency services providers, and law enforcement personnel. Further, you understand that privacy cannot be guaranteed on telephone, cable and computer systems, and we shall not be liable to you for any claims, loss, damages or costs which may result from a lack of privacy experienced. You consent to us (i) using information about you and your location (collectively, "information") to administer services, offer you new products or services, enforce the terms of this Agreement, prevent fraud and respond to regulatory and legal requirements; (ii) provide information, including information contained on your emergency information to law enforcement or fire service personnel for the purpose of providing services hereunder or in response to a subpoena or other such legal process, and (iii) using and sharing aggregate customer information and statistics that do not include information that identifies you personally. You agree that we may contact you by telephone (including cell phones), facsimile, email or other Internet facilities, with respect to the System and services we provide under this Agreement, and new offerings of systems or services we may make available in the future.

22. Licenses. ALARM COMPANY OPERATORS AND CONTRACTORS MAY BE LICENSED AND REGULATED BY THE STATE IN WHICH YOUR SYSTEM IS LOCATED. CT: Department of Consumer Protection, 165 Capitol Avenue, Hartford, CT 06106, (860) 713-6050. DE: Delaware State Police, 302 West Westminster@state.de.us (302) 739-5991. DE: Division of Revenue, Business Licensing, 820 North French Street, Wilmington, DE 19801 (302) 577-2600. Delaware Office of the State Fire Marshal, Headquarters Division, 1537 Chestnut Grove Road, Dover, DE 19904-1544. HI: Contractors License Board, Professional & Occupational Licensing Division, Department of Commerce and Consumer Affairs, P.O. Box 3469, Honolulu, Hawaii 96801-3469, (808) 586-3000. IA: Division of Labor Services, 1000 East Grand Avenue, Des Moines, IA 50319 (515) 242-5871. Iowa Department of Public Safety, State Fire Marshal Division, 215 E. 7th Street, Des Moines, Iowa 50319-0047. ID: Division of Building Safety, 1800 E. Waterfront Street, Ste. 150, Meridian, ID 83642 (208) 955-3044. MN: Minnesota Dept of Labor and Industry, 443 Lafayette Road North, St. Paul, MN 55155-4342 (651) 284-5064. MS: Mississippi Insurance Department, 1001 Woodfolk State Office Building, 501 North West St., Jackson, MS 39201 (601) 359-1061. NE: NE State Electrical Board, 800 South 13th, Suite 109, PO Box 95066, Lincoln, NE 68509 (402) 471-3550. NV: NV State Contractors Board, 9670 Gateway Drive, Suite 100, Reno, NV 89521 (775) 688-1141. NJ: Burglar & Fire Alarm License: 346FO000100.

Trying to reach you re a contract -- please call (505) 922-1712.

Thanks,

Markus

From: NRichard1@vivint.com
To: kma007@msn.com
CC: kwaller1459@comcast.net
Subject: Vivint Information and Quote
Date: Mon, 2 Feb 2015 17:54:21 +0000

 Description:
Description:

Home Security and Automation

2/2/2015

Markus and Ken,

Here is a brief overview of what is included in our alarm and video surveillance package for your business.

Feel free to email me or call with any questions.

Have a great day!

Nathan Richard • Inside Sales
p: 1.469.223.7789 • Vivint Licenses



SKY Panel - 7" Touch Screen w/cellular monitoring (prevents failed dispatch due to a cut phone line), 2-Way Voice over cellular (like On-star), built in 95 decibel siren, severe weather alerts, backup battery.

Smartphone (iPhone, Android, Blackberry) and Mobile (iPad, Tablet, Kindle) Applications for Remote Access and Control



Description:
Description:



Description:
Description:

(3) Recessed Door/Window Sensor
(2) Wireless Glass Break Sensor or (2) PIR Motion Sensor

 Description:
Description:

(1) Fixed, Wireless Indoor Camera
New Outdoor HD Cams available in MAR/APR

Activation:	\$99
Installation:	\$199 \$0
Monthly:	\$63.99/mo
Additional Equipment:	-

Home Security Package comes with the following at **NO** cost:

- Professional Installation
- Lifetime Hardware Warranty
- Move Certificate
- 24/7 Customer Care
- Homeowner's Certificate of Installation
- Solar-Lit Yard Signs
- Window Decals

Additional sensors that can be bought additionally with any package include:

- Fire/Smoke/Freeze Detector - \$120
- Garage Tilt Sensor - \$60
- Carbon Monoxide Detector - \$120
- Kwikset Automatic Door Lock - \$199
- Fixed Camera - \$149
- Lighting Control - \$39
- Flood Sensor - \$120
- Firefighter™ - \$60
- Slim Line Window Sensor - \$60
- Smart Thermostat - \$69
- Medical Pendant - \$60
- Key Fob - \$60

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COLORADO BUSINESS RETAIL MARIJUANA LICENSE APPLICATION

Marijuana Enforcement Division

Colorado Marijuana Enforcement Division

Retail Business License Application Instructions

APPLICATION CHECKLIST

1 Application Fully Completed

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

2 All Forms Signed & Attached

The following accompanying forms must be signed and returned with the application:

- Affirmation & Consent
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information

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

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

- Trade Name Registration
- Certificate of Good Standing from the Colorado Secretary of State's Office
- Certified Copy of Articles of Incorporation, including amendments for corporations
- Articles of Organization, including amendments and operating agreement for LLC
- Partnership Agreement, or operating/shareholder agreements
- If corp., annual and bi-annual reports and meeting minutes from past 12 months
- All applicable information requested on page 6
- Documentation showing legal possession of the premise to be licensed
- Diagram of premise to be licensed (described on page 4, question 4) including security drawing
- Copies of notes, security instruments, etc., (detailed on page 4, question 5 and page 6, question 9)
- Explanation detailing the funding sources used to finance the applicant business
- List of financial institution accounts as detailed on page 6, question 10
- Copy of current Bond

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

4 Application and License Fees

See fee table on website.

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

5 Bring in Application (BY APPOINTMENT ONLY)

Bring in application and all attachments to: Marijuana Enforcement Division
455 Sherman Street, Suite 390
Denver, CO 80203

Colorado Marijuana Licensing Authority Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store	<input checked="" type="checkbox"/> Retail Marijuana Products Manufacturer		
<input checked="" type="checkbox"/> Retail Marijuana Cultivation	<input type="checkbox"/> Conversion		
<input type="checkbox"/> Retail Marijuana Test Facility	<input type="checkbox"/> Retail/Medical Marijuana Combined Use		
Applicant's Legal Business Name (Please Print) Dessimals, Inc.		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) N/A		Website Address N/A	
Physical Address			
Street Address of Marijuana Business 137 W. Cedar St		City Trinidad	State ZIP Co 81082
Business Phone Number (303) 478-2135	Business Fax Number 303-972-0483	Email Address kwaller1459@comcast.net	
Mailing Address (if different from Business Address)			
Address 11333 W Saratoga Pl.		City Littleton	State ZIP CO 80127
Primary Contact Person for Business Kenneth Waller		Title President	Primary Contact Phone Number 303-972-0483
Primary Contact Address (city, state ZIP) Littleton, Co 80127		Primary Contact Fax Number	
Federal Taxpayer ID 84-1337062	Colorado Sales Tax License # 0097989	Email Address Kwaller1459@Comcast.net	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> C Corporation	<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Other _____
State of Incorporation or Creation of Business Entity Colorado			Date
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 3/7/2014			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business Colorado			
List all Trade Names used by the Business Entity (other than above) N/A			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such. If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

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

2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);
 (a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)?
 (b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?
 (c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?
 If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)?
 If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.

4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc.
 Ownership Lease Other (Explain in Detail) _____
 (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord	Tenant	Expires

Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)

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

Name	Date of Birth	FEIN OR SSN	Interest
Karen Waller	[REDACTED]	[REDACTED]	50% Profit

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

Local Licensing Authority (To be filled out by Applicant)

Local Licensing Authority/Department City Of Trinidad	Address 135 North Animas St, Trinidad, CO. 81082
Local Licensing Authority contact name Audra Garrett	Contact Phone (719) 846-9843
	Contact Email Victor.gutierrez@Trinidad.co.gov
Tax Division - City Of Trinidad	

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

What City or County? (Fill out a separate and complete application)
 Trinidad

7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?

Printed Legal Business Name Dessimals Inc.	Printed Trade Name (DBA) N/A
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Ownership Structure

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

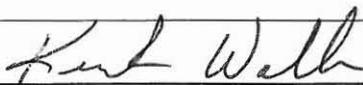
Name Kenneth S. Waller - President					Title President		SSN/FEIN 84-133-7062		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address 11333 W Saratoga Pl					City Littleton		State CO		ZIP 80127		Phone Number (303) 478-2135	
Business Associated with (Parent business or sub-entity) N/A					Own. % Business Associated with				Effective Own. % in Applicant			
Name Karen L. Waller					Title Vice President		SSN/FEIN 84-133-7062		DOB [REDACTED]		App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Address 11333 W Saratoga Pl					City Littleton		State CO		ZIP 80127		Phone Number (720) 341-6232	
Business Associated with (Parent business or sub-entity) N/A					Own. % Business Associated with				Effective Own. % in Applicant			
Name N/A					Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address					City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)					Own. % Business Associated with				Effective Own. % in Applicant			
Name N/A					Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address					City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)					Own. % Business Associated with				Effective Own. % in Applicant			
Name N/A					Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address					City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)					Own. % Business Associated with				Effective Own. % in Applicant			
Name N/A					Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address					City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)					Own. % Business Associated with				Effective Own. % in Applicant			
Name N/A					Title		SSN/FEIN		DOB		App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Address					City		State		ZIP		Phone Number	
Business Associated with (Parent business or sub-entity)					Own. % Business Associated with				Effective Own. % in Applicant			
Are there any outstanding options and warrants? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons with outstanding options and warrants												
Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons												

Printed Legal Business Name Dessimals Inc.	Printed Trade Name (DBA)
1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Financial History	
1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account.	
10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due.	
Person who maintains Applicant's business records Kenneth S Waller	Title President
Address 11333 W Saratoga Pl, Littleton, CO 80127	Phone Number (303) 972-0483
Person who prepares Applicant's tax returns, government forms & reports Karen Waller	Title Vice President
Address 11333 W Saratoga Pl	Phone Number (303) 972-0483
Location of financial books and records for Applicant's business 11333 W Saratoga Pl Littleton, Co 80127	

Affirmation & Consent

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

Print Full Legal Agent Name clearly below:

Applicant's Business Name Dessimals, Inc.		Trade Name (DBA) N/A
Legal Agent Last Name (Please Print) Waller	Legal Agent First Name Kenneth	Legal Agent Middle Name Scott
Signature 		Date 3/15/2015

Investigation Authorization Authorization to Release Information

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

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

Print Full Legal Name of Authorized Agent clearly below:

Applicant's Business Name <u>Dessimals Inc.</u>		Trade Name (DBA) <u>N/A</u>	
Legal Agent Last Name (Please Print) <u>WALLER</u>	Legal Agent First Name <u>KENNETH</u>	Legal Agent Middle Name <u>SCOTT</u>	
Legal Agent Title <u>President</u>	Signature (Must be signed in front of one witness) <u>Kenneth Waller</u>		
Date (MM/DD/YY) <u>3/15/2015</u>	City <u>Littleton</u>	State <u>CO</u>	
Witness 1 Signature <u>[Signature]</u>			

Applicant's Request to Release Information

TO: _____ FROM: (Applicant's Printed Name) Kenneth S. Waller

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

Print Full Legal Name of Authorized Agent clearly below:

Legal Agent Last Name (Please Print) <u>WALLER</u>	Legal Agent First Name <u>KENNETH</u>	Legal Agent Middle Name <u>SCOTT</u>
Legal Agent Title <u>President</u>	Signature (Must be signed in front of me witness) <u>Kenneth Waller</u>	
Date (MM/DD/YY) <u>3/15/2015</u>	City <u>Littleton</u>	State <u>CO</u>
Witness 1 Signature <u>Kenneth Waller</u>		
Signature of Marijuana Enforcement Division agent presenting this request		Date



COLORADO
Department of Revenue
Enforcement Division - Marijuana

Colorado Business Medical Marijuana License Application

Marijuana Enforcement Division

Colorado Marijuana Enforcement Division

Medical Marijuana Business License Application Instructions

APPLICATION CHECKLIST

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

2 All Forms Signed & Attached
The following accompanying forms must be signed and returned with the application:

- Affirmation & Consent
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information (leave top two lines of form blank)

3 All Requested Information Attached
The following information requested on the application must be attached, if applicable:

- Trade Name Registration
- Certificate of Good Standing from the Colorado Secretary of State's Office
- Copy of Articles of Incorporation, including amendments for corporations
- Articles of Organization, including amendments and operating agreement for LLC
- Partnership Agreement, or operating/shareholder agreements
- If corp., annual and bi-annual reports and meeting minutes from past 12 months
- All applicable information requested on page 4
- Documentation showing legal possession of the premise to be licensed
- Diagram of premise to be licensed (described on page 2, just above question 6) including security drawing
- Copies of notes, security instruments, etc., (detailed on page 2, just below question 6, and page 4, question 10)
- Explanation detailing the funding sources used to finance the applicant business
- List of financial institution accounts as detailed on page 4, question 9
- Copy of Medical Marijuana Sales Tax Bond (on the approved form)
- Copy of Local License or application (if requesting concurrent review)
- Copy of Sales Tax License

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

4 Applications For Associated Keys Attached
Submit the following: Associated Key License Form (DR 8520) for any person holding an ownership interest, and/or officers and directors, regardless of ownership interest, if any.

5 Application and License Fees
See fee table on website: www.colorado.gov/revenue/med
Application fees remitted to the State Licensing Authority and/or the Department of Revenue are non-refundable. Only license fees may be refunded.

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

Colorado Marijuana Licensing Authority Business License Application

License Types & Fees (Check only one application type. See Application Checklist for details on license types and fees.)			
<input type="checkbox"/> Medical Marijuana Center (Type 1*) <input type="checkbox"/> Medical Marijuana Center (Type 2*) <input checked="" type="checkbox"/> Medical Marijuana Center (Type 3*) <input type="checkbox"/> Medical Marijuana-Infused Products Manufacturer	<input type="checkbox"/> Affiliated Business *Type 1=300 or fewer patients, *Type 2=301 to 500 patients; *Type 3=501 or more patients Fill out a separate Appendix A form (DR 8544) for each optional premise cultivation license you are applying for.		
Applicant's Legal Business Name (Please Print) <i>Dessimals, Inc.</i>		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration)		Website Address	
Physical Address			
Street Address of Medical Marijuana Business (Use Appendix A for Optional Premises Cultivation Information) <i>137 W. Cedar Ave</i>			City <i>Trinidad</i>
			State <i>CO</i>
			ZIP <i>81082</i>
Business Phone Number <i>(303) 972-0483</i>	Business Fax Number <i>(303) 972-0483</i>	Email Address <i>kwaller1459@comcast.net</i>	
Mailing Address (if different from Business Address)			
Address <i>11333 W. Saratoga Pl</i>		City <i>Littleton</i>	State <i>CO</i>
		ZIP <i>80127</i>	
On a separate sheet, list all principal places of business for the past 10 years if different from above.			
Primary Contact Person for Business <i>Kenneth Walker</i>		Title <i>Owner</i>	Primary Contact Phone Number <i>(303) 972-0483</i>
Primary Contact Address (city, state ZIP) <i>11333 W. Saratoga Pl, Littleton, CO 80127</i>		Primary Contact Fax Number <i>(303) 972-0483</i>	
Federal Taxpayer ID <i>84-1337062</i>	Colorado Sales Tax License #	Email Address <i>kwaller1459@comcast.net</i>	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> C Corporation	<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Publicly Traded Corporation	<input type="checkbox"/> Trust <input type="checkbox"/> Other _____
State of Incorporation or Creation of Business Entity <i>Colorado</i>			Date <i>3/4/1996</i>
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) <i>3/7/2014</i>			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business <i>Colorado</i>			
List all Trade Names used by the Business Entity (other than above)			
Attach certified of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such.			
If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?	Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>		
2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state); (a) been denied a privileged license (ie: Liquor, Gaming, Racing and Medical Marijuana)? (b) had a privileged license (ie: Liquor, Gaming, Racing and Medical Marijuana) suspended or revoked? (c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Medical Marijuana) license denied, suspended or revoked? If you answered yes to 2a, b or c, explain in detail on a separate sheet.	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		
3. Are the premises to be licensed within 1000 feet of a school (as defined in 12-43.3 104 (15) C.R.S.), alcohol or drug treatment facility, principal campus of a college, university, or seminary, or a residential childcare facility? If YES, then include a copy of a waiver or ordinance from the local jurisdiction where the business is located.	<input type="checkbox"/> <input checked="" type="checkbox"/>		
4. Has a Medical Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If YES, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.	<input type="checkbox"/> <input checked="" type="checkbox"/>		
5. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc. <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____ (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:			
Landlord	Tenant	Expires	
Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)			
6. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.			
Name	Date of Birth	FEIN OR SSN	Interest
Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.			
Local Licensing Authority/Department			
Local Licensing Authority/Department <i>City of Trinidad</i>		Address <i>135 North Animas St, Trinidad, CO 80182</i>	
Local Licensing Authority contact name <i>Audra Garrett</i>		Contact Phone <i>(719) 846-9843</i>	Contact Email
Date of application with local authority		Date of approval from local authority, if any	
Are you requesting a concurrent review? <input type="checkbox"/> Yes <input type="checkbox"/> No			
7. Optional Premises Cultivation License Has the Applicant filed for an Optional Premises License?			Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>
What City or County? (Fill out Appendix A completely)			
8. Does the Applicant have evidence of a good and sufficient bond in the amount of \$5,000.00 in accordance with 12-43.4-304 C.R.S. (Include evidence with application)?			<input checked="" type="checkbox"/> <input type="checkbox"/>
Printed Legal Business Name		Printed Trade Name (DBA)	

Ownership Structure

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

Name <i>Kenneth Waller</i>	Title <i>President</i>	SSN/FEIN <i>84-1337062</i>	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address <i>11333 W Saratoga P</i>	City <i>Littleton</i>	State <i>CO</i>	ZIP <i>80127</i>	Phone Number <i>303-972-0483</i>
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Name <i>Karen Waller</i>	Title <i>Vice President</i>	SSN/FEIN <i>84-1337062</i>	DOB [REDACTED]	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address <i>11333 W Saratoga P I</i>	City <i>Littleton</i>	State <i>CO</i>	ZIP <i>80127</i>	Phone Number <i>(303) 972-0483</i>
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Name	Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address	City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with		Effective Own. % in Applicant

Are there any outstanding options and warrants?
 Yes No *If YES, attach list of persons with outstanding options and warrants

Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business?
 Yes No *If YES, attach list of persons and submit Associate Key License Application forms for each person

Printed Legal Business Name		Printed Trade Name (DBA)	
1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial History			
1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account.			
10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due.			
Person who maintains Applicant's business records		Title	
<i>Kenneth Waller</i>		<i>President</i>	
Address		Phone Number	
<i>11333 W. Saratoga Pl</i>		<i>303-972-0483</i>	
Person who prepares Applicant's tax returns, government forms & reports		Title	
Address		Phone Number	
Location of financial books and records for Applicant's business			

Affirmation & Consent

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

Print Full Legal Agent Name clearly below:

Applicant's Business Name <u>Dessimals Inc.</u>		Trade Name (DBA)	
Legal Agent Last Name (Please Print) <u>Waller</u>	Legal Agent First Name <u>Kenneth</u>	Legal Agent Middle Name <u>Scott</u>	
Signature <u>Kenneth Waller</u>		Date (MM/DD/YY) <u>2/15/15</u>	

Investigation Authorization Authorization to Release Information

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

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

Print Full Legal Name of Authorized Agent clearly below:

Applicant's Business Name <u>Dessimals Inc.</u>		Trade Name (DBA)	
Legal Agent Last Name (Please Print) <u>Waller</u>	Legal Agent First Name <u>Kenneth</u>	Legal Agent Middle Name <u>Scott</u>	
Legal Agent Title <u>President</u>	Signature (Must be signed in front of one witness) <u>Kent Wah</u>		
Date (MMDD/YYYY) <u>2/17/15</u>	City <u>Trinidad</u>	State <u>CO</u>	
Witness 1 Signature <u>[Signature]</u>			

Applicant's Request to Release Information

TO:	FROM: (Applicant's Printed Name) <i>Kenneth Waller</i>
-----	---

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

Print Full Legal Name of Authorized Agent clearly below:

Legal Agent Last Name (Please Print) <i>Waller</i>	Legal Agent First Name <i>Kenneth</i>	Legal Agent Middle Name <i>Scott</i>
Legal Agent Title <i>President</i>	Signature (Must be signed in front of one witness) <i>Kenneth Waller</i>	
Date (MM/DD/YYYY) <i>2/17/15</i>	City <i>Trinidad</i>	State <i>CO</i>
Witness 1 Signature <i>Kenneth Waller</i>		
Signature of Marijuana Enforcement Division agent presenting this request		Date

Colorado Retail Marijuana License Bond

Name of Bonding Company Merchants Bonding Company (Mutual)

Bond Number CO 11728

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DESSIMALS, INC., Street Address 11333 W. Saratoga Pl.,
City Littleton, County of Jefferson, State of Colorado, as Principal,
and Merchants Bonding Company (Mutual), a surety company qualified and authorized to do surety business in the State of
Colorado, as Surety, are held and firmly bound unto the State of Colorado to indemnify the State or local governmental entity for
any loss suffered by reasons of violation of the conditions hereinafter contained in the penal sum of FIVE THOUSAND DOLLARS
(\$5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors and assigns jointly, severally, and firmly by these presents.

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

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

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

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

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

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

Dated this 15th day of April, 2015.

For the Principal: Kenneth S. Waller For the Surety: Kelley Nys Attorney-in-Fact

Merchants Bonding Company (Mutual)

ACKNOWLEDGMENT OF SURETY

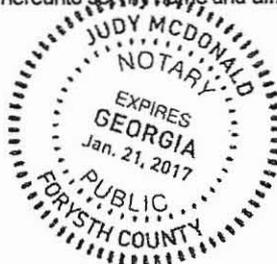
STATE OF GEORGIA

COUNTY OF Fulton | SS.

On this 15th day of April, 2015, before me, a notary public in and for the above State, personally appeared
Kelley Nys to me personally known and being by me duly sworn, did say that he or she is an
authorized corporate officer or the Attorney-in-Fact of Merchants Bonding Company (Mutual), a corporation duly organized and existing
under the laws of the State of Colorado, or authorized to do business therein, and that he or she as such officer executed the
foregoing instrument for the purposes herein contained on behalf of said corporation, and further acknowledged that the instrument
was executed as the free act and deed of said corporation.

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

(SEAL)



Judy McDonald
Notary Public, State of Colorado Judy McDonald
My commission expires: 01/21/2017

MERCHANTS
BONDING COMPANY, INC.
POWER OF ATTORNEY

Bond #: CO 11728

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Kelley Nys

of **Atlanta** and State of **GA** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



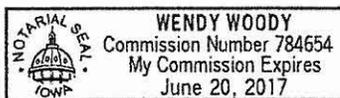
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of April, 2015.



William Warner Jr.
Secretary

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond #: CO 11726

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Kelley Nys

of **Atlanta** and State of **GA** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



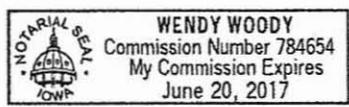
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of April, 2015.



William Warner Jr.
Secretary

COLORADO MEDICAL MARIJUANA LICENSE BOND

Name of Bonding Company Merchants Bonding Company (Mutual)

Bond Number CO 11727

KNOW ALL PERSONS BY THESE PRESENTS:

That we, DESSIMALS, INC., Street Address 11333 W. Saratoga Pl.
City Littleton, County of Jefferson, State of Colorado, as Principal,
and Merchants Bonding Company (Mutual), a surety company qualified and authorized to do surety business in the State of Colorado, as Surety, are held and firmly bound unto the State of Colorado to indemnify the State or local governmental entity for any loss suffered by reasons of violation of the conditions hereinafter contained in the penal sum of FIVE THOUSAND DOLLARS (\$5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal is applying for the issuance or renewal of a license issued pursuant to the Colorado Medical Marijuana Code, Article 43.3 of Title 12 of the Colorado Revised Statutes, which license or license renewal shall be valid, if not suspended or revoked, for a license period ending one year from the last day of the month of issuance of the license or renewal;

NOW, THEREFORE, if the Principal is granted a license by the State pursuant to Article 43.3 of Title 12 of the Colorado Revised Statutes, during the term of said license and any renewal thereof, the Principal shall report and pay all sales and use taxes due the State of Colorado, or due any other entity for which the State is the collector or collecting agent, in a timely manner as provided by law.

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

IT IS FURTHER PROVIDED that pursuant to Section 12-43.3-304(2), C.R.S., the Surety shall not be required to make payments to the State of Colorado claiming under this bond until a final determination of failure to pay taxes due to the State has been made by the State Licensing Authority or a court of competent jurisdiction.

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

THIS OBLIGATION may be continued from year to year by the issuance by the Surety of a proper continuation certificate delivered to the State Licensing Authority pursuant to Section 12-43.3-304(3), C.R.S.

Dated this 15th day of April, 20 15.

Merchants Bonding Company (Mutual)

For the Principal: Kenneth S. Waller

For the Surety: Kelley Nys Attorney-in-Fact

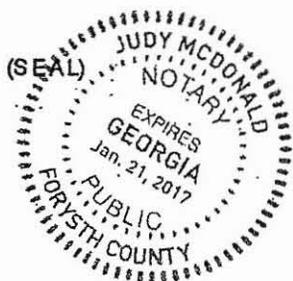
ACKNOWLEDGMENT OF SURETY

STATE OF GEORGIA

COUNTY OF FULTON | SS.

On this 15th day of April, 20 15, before me, a notary public in and for the above State, personally appeared Kelley Nys, to me personally known and being by me duly sworn, did say that he or she is an authorized corporate officer or the Attorney-in-Fact of Merchants Bonding Company (Mutual), a corporation duly organized and existing under the laws of the State of Colorado, or authorized to do business therein, and that he or she as such officer executed the foregoing instrument for the purposes herein contained on behalf of said corporation, and further acknowledged that the instrument was executed as the free act and deed of said corporation.

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



Judy McDonald
Notary Public, State of Colorado
Judy McDonald
My commission expires: 01/21/2017

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Bond #: CO 11727

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Kelley Nys

of **Atlanta** and State of **GA** their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

TWO HUNDRED THOUSAND (\$200,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.



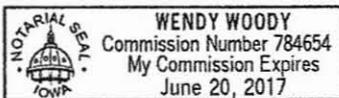
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of April, 2015.



William Warner Jr.
Secretary



NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc., d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Store license at this location.

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

Date of Application: March 17, 2015.

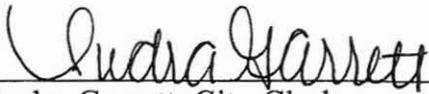
Officers: Kenneth Waller, President, 11333 W. Saratoga Pl., Littleton, CO 80127
Karen Waller, Secretary, 11333 W. Saratoga Pl., Littleton, CO 80127

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

Dated this 26th day of March, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO

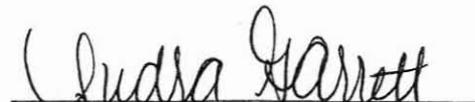


Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 26th day of March, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Dessimals, Inc.
d/b/a Lucky Monkey Buds
11333 W. Saratoga Place
Littleton, CO 80127
Certified Mail #7014 2120 0004 1880 9621


Audra Garrett, City Clerk



NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc., d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Cultivation Facility license at this location.

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

Date of Application: March 17, 2015.

Officers: Kenneth Waller, President, 11333 W. Saratoga Pl., Littleton, CO 80127
Karen Waller, Secretary, 11333 W. Saratoga Pl., Littleton, CO 80127

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

Dated this 26th day of March, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO



Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 26th day of March, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Dessimals, Inc.
d/b/a Lucky Monkey Buds
11333 W. Saratoga Place
Littleton, CO 80127
Certified Mail #7014 2120 0004 1880 9638



Audra Garrett, City Clerk



NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc., d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Medical Marijuana Center license at this location.

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

Date of Application: March 17, 2015.

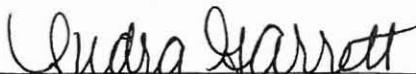
Officers: Kenneth Waller, President, 11333 W. Saratoga Pl., Littleton, CO 80127
Karen Waller, Secretary, 11333 W. Saratoga Pl., Littleton, CO 80127

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

Dated this 26th day of March, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO

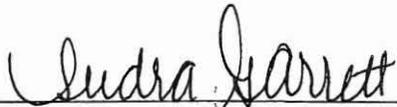


Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 26th day of March, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Dessimals, Inc.
d/b/a Lucky Monkey Buds
11333 W. Saratoga Place
Littleton, CO 80127
Certified Mail #7014 2120 0004 1880 9645



Audra Garrett, City Clerk



NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc., d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Medical Marijuana Infused-Products Manufacturer license at this location.

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

Date of Application: March 17, 2015.

Officers: Kenneth Waller, President, 11333 W. Saratoga Pl., Littleton, CO 80127
Karen Waller, Secretary, 11333 W. Saratoga Pl., Littleton, CO 80127

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

Dated this 26th day of March, 2015.

By order of the Trinidad City Council.

CITY OF TRINIDAD, COLORADO

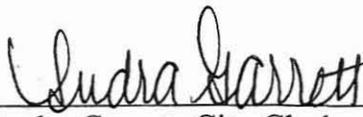


Audra Garrett, City Clerk

CERTIFICATE OF MAILING

I hereby certify that on the 26th day of March, 2015, I mailed the Notice of Public Hearing by first-class mail, postage pre-paid to:

Dessimals, Inc.
d/b/a Lucky Monkey Buds
11333 W. Saratoga Place
Littleton, CO 80127
Certified Mail #7014 2120 0004 1880 9652



Audra Garrett, City Clerk

PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS} SS

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

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

57465

April 3, 2015



Lauri A. Duran

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

Allyson L. Sheumaker

My commission expires on August 26, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc. d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Store license at this location.

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

Date of Application: March 17, 2015.

Officers: Kenneth Waller, President, 11333 W. Saratoga Pl., Littleton, CO 80127
Karen Waller, Secretary, 11333 W. Saratoga Pl., Littleton, CO 80127

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

Dated this 26th day of March, 2015.

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

PUBLISHED: April 3, 2015

57465

PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

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

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

57464 April 3, 2015



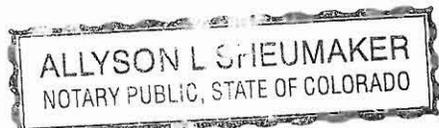
Lauri A. Duran

Subscribed and sworn to before me this
13 day of April
A. D., 2015.



Allyson L. Sheumaker

My commission expires on August 26, 2015


My Comm. Expires August 26, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc., d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Retail Marijuana Cultivation Facility license at this location.

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

Date of Application: March 17, 2015.

Officers: Kenneth Waller, President, 11333 W. Saratoga Pl., Littleton, CO 80127 -
Karen Waller, Secretary, 11333 W. Saratoga Pl., Littleton, CO 80127

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

Dated this 26th day of March, 2015.

By order of the Trinidad City Council.

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

PUBLISHED: April 3, 2015

57464

PROOF OF PUBLICATION

STATE OF COLORADO
COUNTY OF LAS ANIMAS} SS

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

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

57462

April 3, 2015



Lauri A. Duran

Subscribed and sworn to before me this
13 day of April,
A. D., 2015.


Allyson L. Sheumaker

My commission expires on August 26, 2015



My Comm. Expires August 26, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc., d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Medical Marijuana Center license at this location.

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

Date of Application: March 17, 2015.

Officers: Kenneth Waller, President, 11333 W. Saratoga Pl., Littleton, CO 80127
Karen Waller, Secretary, 11333 W. Saratoga Pl., Littleton, CO 80127

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

Dated this 26th day of March, 2015.

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

PUBLISHED: April 3, 2015

57462

PROOF OF PUBLICATION

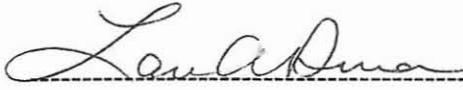
STATE OF COLORADO
COUNTY OF LAS ANIMAS } SS

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

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

57463

April 3, 2015



Lauri A. Duran

Subscribed and sworn to before me this
13 day of April,
A. D., 2015.


Allyson L. Sheumaker

My commission expires on August 26, 2015



My Comm. Expires August 26, 2015

NOTICE OF PUBLIC HEARING

PURSUANT TO THE MARIJUANA LAWS OF COLORADO, Dessimals, Inc., d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, CO, has requested the licensing officials of the City of Trinidad to grant a new Medical Marijuana Infused-Products Manufacturer license at this location.

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

Date of Application: March 17, 2015.

Officers: Kenneth Waller, President, 11333 W. Saratoga Pl., Littleton, CO 80127
Karen Waller, Secretary, 11333 W. Saratoga Pl., Littleton, CO 80127

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

Dated this 26th day of March, 2015.

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

PUBLISHED: April 3, 2015

57463

STATE OF COLORADO)

COUNTY OF LAS ANIMAS) SS

CITY OF TRINIDAD)

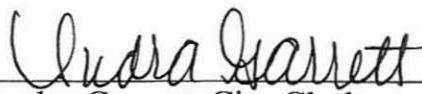
CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Dessimals, Inc. d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, Colorado, which business has applied for a new Retail Marijuana Store license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 1st day of April, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 1st day of April, 2015.

CITY OF TRINIDAD, COLORADO

(S E A L)



Audra Garrett, City Clerk

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

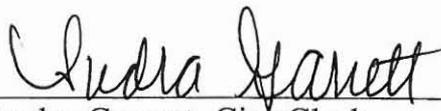
CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Dessimals, Inc. d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, Colorado, which business has applied for a new Retail Marijuana Cultivation Facility license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 1st day of April, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 1st day of April, 2015.

CITY OF TRINIDAD, COLORADO

(S E A L)



Audra Garrett, City Clerk

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

CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Dessimals, Inc. d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, Colorado, which business has applied for a new Medical Marijuana Center license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 1st day of April, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 1st day of April, 2015.

CITY OF TRINIDAD, COLORADO

(S E A L)



Audra Garrett, City Clerk

STATE OF COLORADO)

COUNTY OF LAS ANIMAS) SS

CITY OF TRINIDAD)

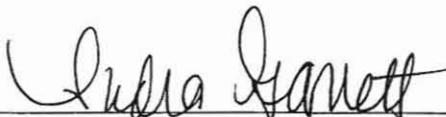
CERTIFICATE OF POSTING

I, Audra Garrett, City Clerk of the City of Trinidad, Colorado, do hereby certify that pursuant to the laws of the State of Colorado, Dessimals, Inc. d/b/a Lucky Monkey Buds, 137 W. Cedar Street, Trinidad, Colorado, which business has applied for a new Medical Marijuana Infused-Products Manufacturer license at said location, was duly posted for not less than ten continuous days, with the first day of posting occurring on the 1st day of April, 2015.

WITNESS, my hand and the official seal of the City of Trinidad, Colorado, this 1st day of April, 2015.

CITY OF TRINIDAD, COLORADO

(S E A L)



Audra Garrett, City Clerk

03/26/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Dessimals, Inc.

dba: Lucky Monkey Buds

Address: 137 W. Cedar Street

Type of License: Retail Marijuana Store and Cultivation

Renewal Transfer Change of Location New Special Event

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

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: fire inspection needed before opening

3/27/15
Date

[Signature]
Signature

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

03/26/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Dessimals, Inc.

dba: Lucky Monkey Buds

Address: 137 W. Cedar Street

Type of License: Retail Marijuana Store and Cultivation

Renewal Transfer Change of Location New Special Event

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

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: no plans or permit have been issued

3-26-15
Date

Ami S. Kelley
Signature

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

3/26/2015

DEPARTMENTAL INSPECTION REPORT MARIJUANA LICENSE APPLICATION

Applicant's Name: Dessimals, Inc.

DBA: Lucky Monkey Buds

Business Address: 137 W. Cedar Street

Type of License: Retail Marijuana Store and Cultivation

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: April 21, 2015, 7:00 p.m.

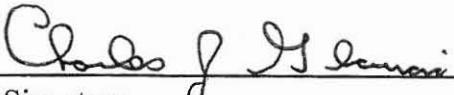
DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

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

4-6-15
Date


Signature

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

03/26/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Dessimals, Inc.

dba: Lucky Monkey Buds

Address: 137 W. Cedar Street

Type of License: Medical Marijuana Center and Infused-Products Manufacturer

Renewal Transfer Change of Location New Special Event

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

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: fire inspection needed before
opening

3/27/15
Date

[Signature]
Signature

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

03/26/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: Dessimals, Inc.

dba: Lucky Monkey Buds

Address: 137 W. Cedar Street

Type of License: Medical Marijuana Center and Infused-Products Manufacturer

Renewal Transfer Change of Location New Special Event

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

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: no plans or permits have been issued

3-26-15
Date

Chi S Kelly
Signature

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

3/26/2015

**DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION**

Applicant's Name: Dessimals, Inc.

DBA: Lucky Monkey Buds

Business Address: 137 W. Cedar Street

Type of License: Medical Marijuana Center & Infused - Products Manufacture

 Renewal Transfer Change of Location X New Special Event

FOR CONSIDERATION AT

COUNCIL MEETING DATE: April 21, 2015, 7:00 p.m.

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

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

4.6.15
Date

Charles J. Heenan
Signature

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

Audra Garrett

To: John Martinez
Subject: RE: marijuana licenses

Ownership is Kenneth and Karen Waller. Phone number is 303-972-0483. Mailing address is 11333 W. Saratoga Pl., Littleton, CO 80127.

Audra Garrett Asst. City Manager

City of Trinidad
135 N. Animas Street
Trinidad, CO 81082
(719) 846-9843 ext. 135
(719) 846-4140 fax
audra.garrett@trinidad.co.gov



From: John Martinez [<mailto:jmartinez@la-h-health.org>]
Sent: Thursday, March 26, 2015 2:58 PM
To: Audra Garrett
Subject: Re: marijuana licenses

yes we would like to know how we could contact them to find out just what they will be doing, thanks Audra

On Thu, Mar 26, 2015 at 12:20 PM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Hi John,

Please advise if you have any concerns regarding the marijuana licenses applications filed by Dessimals, Inc. at 137 W. Cedar Street. Thank you.

Audra Garrett Asst. City Manager

Audra Garrett

From: Jeni Jackson [jeni.jackson@trinidad.co.gov]
Sent: Monday, March 30, 2015 9:28 AM
To: 'Audra Garrett'
Subject: RE: 4 postings

Hi Audra,

The nearest school to 137 W. Cedar Street is Goal Academy at 1,328'.

Thanks!

Jeni Jackson
City of Trinidad
Engineer Technician
125 N. Animas
Trinidad, CO 81082
(719)846-9843 ext 117
Fax (719)846-0952
jeni.jackson@trinidad.co.gov

From: Audra Garrett [<mailto:audra.garrett@trinidad.co.gov>]
Sent: Friday, March 27, 2015 9:24 AM
To: 'Jeni Jackson'
Subject: 4 postings

Hi Jeni,

When you have time will you please prepare these four postings and provide the distance from 137 W. Cedar Street to the nearest school? THANK YOU!

Audra Garrett Asst. City Manager
City of Trinidad
135 N. Animas Street
Trinidad, CO 81082
(719) 846-9843 ext. 135
(719) 846-4140 fax
audra.garrett@trinidad.co.gov



**APPLICATION FOR LICENSURE FOR PRODUCTION
OF RECREATIONAL CANNIBIS PURSUANT TO
COLORADO DEPARTMENT OF REVENUE**

Entity Applying For Licensure: Dessimals, Inc.

Mr. Kenneth S. Waller -- Board of Directors/Executive Director/President.

Ms. Karen L. Waller -- Secretary/Treasurer.

Purpose:

Dessimals, Inc. desires to produce medical and recreational cannabis. Production will be limited to 6000 plants and seedlings.

Qualifications of Employees

Executive Director:

The Executive Director/President has grown wild, domestic and exotic chilies (*Capsicum* sp.) for the past decade. While honing skills in cloning and cross-breeding, he has designed and built hydroponic systems for the past several years and continues to refine and develop new growing techniques. Dedicated to recycling, his new field of endeavor will be to investigate solar and wind power to furnish electricity to the Cultivation Facility. The Executive Director's Job Description is listed as (Exhibit 16).

Senior Horticulturist:

The Senior Horticulturist must have experience in growing a variety of organic vegetable crops over the course of several years. His/her expertise must encompass the growing methods of soil-based, soil-less, and hydroponic systems. The Senior Horticulturist will be dedicated to producing the purest and most consistently potent organic products available. The Senior Horticulturist's Job Description is listed as (Exhibit 16B).

Secretary/Treasurer:

The Secretary/Treasurer's Job Description is listed as (Exhibit 16A) .

Assistant Horticulturist:

The Assistant Horticulturist's Job Description is listed as (Exhibit 16C).

Delivery Driver:

The Job Description for the Delivery Driver is listed as (Exhibit 16D).

General Employee:

The General Employee Job Description is listed as (Exhibit 16E).

All individuals associated with the Cultivation Facility must consent to and obtain a nationwide and/or statewide criminal history screening background check through the State of Colorado. Individuals with a felony violation will prohibit them from serving on the Board, or being an employee of Dessimals, Inc.

Policies and Procedures Relating to a Drug-free Workplace:

All employees are required to sign an agreement that prohibits the use of alcohol or recreational drugs on the premises or be under the influence thereof. A copy of said policy will be clearly posted on the premises.

Personnel Records:

The Executive Director of Dessimals, Inc. will keep a file for each employee. This will include the Application for Employment (Exhibit 17D), signed a Drug-Free Policy Agreement (Exhibit 17B), Confidentiality Agreement (Exhibit 17E), Security Agreement (Exhibit 14), a Discipline Documentation Form (Exhibit 17A), Occupational Injury/Illness Form (Exhibit 17F), Employee Job Description (Exhibit 17A), Employment Agreement (Exhibit 17C) and Criteria with Criminal Background Checks (Exhibit 17G).

On-Site Training Curriculum:

The Executive Director will instruct employees regarding Professional Conduct and Ethics. There will also be an On-Site Training Curriculum in Professional Conduct and Ethics. Employees will have instruction in and access to literature regarding new developments in the field of retail cannabis (Exhibits 11).

Training in Security Measures:

Current and new employees will be trained in security measures and given specific instructions on how to respond to an emergency or violent incident (Policies-and Procedures Manual (Exhibit 13).

Training Documentation:

Each employee will sign a Security Agreement including the time, date, and place they received the training and topics discussed, including the name and the title of the presenter (Exhibit 14). This statement will be kept in the employee's file and held for a minimum of six months after termination of employment. A description of Dessimals, Inc. Security Policies, Safe and Security Procedures, Personal Safety and Crime Prevention Techniques is listed as (Exhibit 12). Policies And Procedures Relating to an Alcohol and Drug-Free Workplace is listed as (Exhibit 17B).

Facility Description and Location:

The facility site is not located within 1000 feet of any church, daycare center, or school (Exhibit 5). A description of the devices that will be used to provide facility security is listed as (Exhibit 6).

Distribution Criteria:

Owners of licensed retail outlets must produce their licensing card and another valid form of identification (e.g. driver's license, state identification card, passport) in order to obtain cannabis from our Cultivation Facility. A clear photocopy will be made of each licensee

A description/sample of the documents that Dessimals, Inc. will use to notify licensed retail outlets of the quality of the medical cannabis is listed as (Exhibit 9).

A packaging description of the medical cannabis that Dessimals, Inc. produces will include a label containing the name (genus, species, and cultivated variant) in addition to the batch number and quantity.

A description of Dessimals, Inc. Confidential Sale Records will be available to the Department of Revenue on request (Exhibits 7).

A description of Dessimals, Inc. Policy of the Right of The Cultivation Facility to Refuse Service is listed as(Exhibit 8).

Exhibit 1

Dessimals, Inc. Cultivation Facility Requirements: If licensed, Dessimals, Inc. will maintain copies of their Policies and Procedures on the premises.

Note: The Department of Revenue is welcome to verify information on all aspects of the manufacturing process (in addition to policies) by any or all of the following:

1. Dessimals, Inc. by phone or mail.
2. Conducting an on-site visit.
3. Requiring a face-to-face meeting and additional identification materials if proof of identity is uncertain.
4. Requesting additional relevant information that the department deems necessary.

Exhibit 2

Copy of Dessimals, Inc. Articles of Incorporation available on request.

Exhibit 3

The only persons that will have direct and indirect authority over the management of policies of this facility which will be used to produce cannabis are The Department of Revenue and The Executive Director and Secretary/Treasurer of Dessimals, Inc.

Exhibit 4**Acknowledgement of Production:**

Dessimals, Inc. acknowledges that production will not exceed a total of 6000 mature plants and seedlings of the genus cannabis.

Exhibit 5**Description, Location and Maps of Manufacturing Facilities**

If a License for a Cultivation Facility is granted to Dessimals, Inc. there will be one potential site for production initially. Currently, other potential sites for the Cultivation Facility are under scrutiny, and the most suitable location will be chosen. This facility will not be located within 1000 feet of any church, school or day care center. The structure itself will be renovated to suit production and security needs.

This Cultivation Facility will not contain any transparent windows and the doors will not face any thoroughfare so as to ensure that the product will not be visible from the street or other public area. All windows will be covered with reflective tinting that will prohibit onlookers from seeing the inside of the Cultivation Facility.

Dessimals, Inc. anticipates the currently vacant warehouse at 137 Cedar St. is optimal for a production facility in that it can be readily modified to attain a high level of

anonymity and security. Door chimes will be placed on the front and back doors to alert individuals working inside the facility to any entries. As stated above, accessible windows and glass doors will be covered with reflective tinting material. Heavy curtains will be placed over the windows to further prohibit visibility from the outside and to prevent light from escaping. The surveillance system will be installed with multiple security cameras strategically placed to provide maximum surveillance.

Exhibit 6

Description of Security Devices

Dessimals, Inc. Cultivation Facility will be monitored with a video surveillance system that operates twenty-four hours a day. Monthly maintenance inspections will be performed, with necessary repairs and adjustments made immediately. Alternative security will be implemented in the event of a power failure exceeding an eight hour period. This will entail a board member remaining on site until the system has been reestablished. Security system documents will be maintained for a minimum of 24 months on all inspections, servicing, repairs, and upgrades on the system, and will be available on request within twenty-four (24) hours to the Department of Revenue. Guard dogs may be used to patrol the periphery. The doors to the Cultivation Facility will be locked with deadbolts inside. Door chimes and window tinting will serve to augment the security system.

The surveillance system is a multi-channel DVR security system featuring multiple super-high resolution cameras built to operate in both indoor and outdoor applications.

The weather resistant day/night cameras contain LED's that provide powerful illumination up to a minimum of 15 feet in total darkness.

Specifications of the Digital Video Recorder:

To be determined

Exhibit 7

Dessimals, Inc. Manual of Policies and Procedures

Distribution and Identification Criteria:

Dessimals, Inc. mission is to produce high-quality retail cannabis exclusively for licensed retail outlets by the Colorado Department of Revenue. A copy of the confidential sale records and receipts will be kept in file and access will be given to the Department of Revenue.

Alcohol and Drug-Free Environment:

Dessimals, Inc. forbids employees to possess or imbibe alcohol or use recreational drugs on the premises (or be under the influence of stated agents thereof). Violation of this mandate will result in immediate dismissal from employment. Drug testing by urinalysis may be done randomly at the request of Dessimals, Inc. A copy of this policy will be clearly posted at strategic points in the Cultivation Facility. Employees who appear

intoxicated or under the influence of drugs will be refused entry into the Cultivation Facility.

Confidentiality Agreement:

Due to the sensitive nature of producing cannabis, utmost discretion must be exercised in all facets of operation. All members of Dessimals, Inc. Board and their employees are required to sign the Confidentiality and Security Agreement. Additionally, all Board Members and employees must be free of felony violations verified by a criminal history screening background check endorsed by the State of Colorado prior to employment or placement on the Board. In order to maintain the security of the Cultivation Facility a signed agreement delineating the guidelines regarding confidentiality will be obtained. Each Board Member and employee will be required to read the Department of Revenue's Rules and Regulations.

Safety Procedures:

In the event of fire, flood, chemical exposure or other internal disaster, employees will be trained in the use of a first-aid kit, fire extinguisher, circuit breaker boxes, and the alarm system. Bi-annual evaluations will be performed to ensure competency with the aforementioned equipment, and Dessimals, Inc. Policies and Procedures Manual will be reviewed as well.

Grievances:

Dessimals, Inc.'s goal is to create a congenial work atmosphere while maintaining a secure and professional environment. The Executive Director will be responsible for addressing all grievances, which may be submitted in writing or expressed verbally. Responses to a grievance will be done in writing within fourteen (14) days either by direct verbal contact with the employee or by written letter.

Personnel Files:

The Executive Director of Dessimals, Inc. will keep a file of each employee. This will include the Application for Employment (Exhibit 17D), signed Drug-Free Policy Agreement (Exhibit 17B), Confidentiality Agreement (Exhibit 17E), Security Agreement (Exhibit 14), a Discipline Documentation Form (Exhibit 17A), Occupational Injury/Illness Form (Exhibit 17F), Employee Job Description (Exhibit 16E), Employment Agreement (Exhibit 17C) and Criteria with Criminal Background Checks (Exhibit?).

Employment Training Policies:

Each employee is required to undergo supervision by the Senior Horticulturist until deemed competent in fulfilling the tasks for which they were hired. To maintain a high degree of sanitation and ensure consistent quality of the medication, employees will wear overalls, medical scrubs, or lab coats provided by Dessimals, Inc. Additionally, shoe covers and non-latex gloves will be available when performing tasks in the Cultivation Facility.

Security:

Employees are forbidden to admit unauthorized individuals into the Cultivation Facility "Authorized individuals" are defined as those to whom a key has been issued or have received clearance by the Executive Director or the Department of Revenue. Signs will be posted on the doors reminding employees regarding this limited admission policy. Employees will have immediate access via cell phone or telephone in order to contact the 911 emergency systems. After the alarm system is activated, employees will obtain readily available Capsicum pepper spray as a means of criminal deterrence and self-defense.

Industrial Injuries:

In the event an industrial injury occurs, employees must report the incident immediately to the Executive Director or Senior Horticulturist verbally. This will be followed by a written report within 48 hours. If necessary, emergent medical conditions will be sent immediately via ambulance to the nearest emergency department capable of handling such conditions.

Compensation:

Wages will be paid by the hour. Paychecks will be dispensed bi-weekly. Pay rates will vary with experience, job description and difficulty. Initial wages will be based on an agreement between the Executive Director and the potential hire. Dessimals, Inc. is an Equal Opportunity Employer and thus does not discriminate on the basis of race, religion, sex, ethnic background or age.

Exhibit 8**Policy on the Right to Refuse Service**

Dessimals, Inc. retains the right to refuse service to any licensed retail outlet at any time. Examples or instances in which Dessimals, Inc. will exercise the right to refuse service include but are not limited to: bellicose, unprofessional or inappropriate behavior, subjective findings of intoxication, insufficient evidence of identification, sexual harassment or open use of cannabis in or around the premises, or in the presence of minors.

Exhibit 9

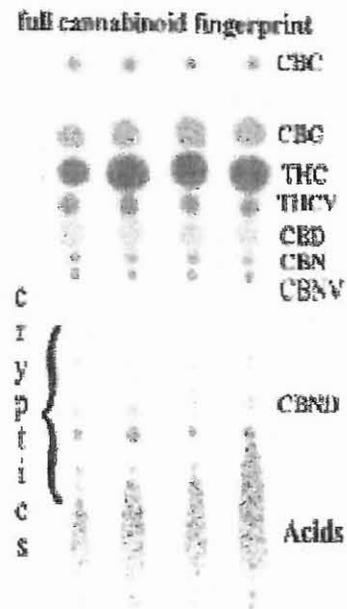
Medical Cannabis Quality

Dessimals, Inc. is dedicated to growing different varieties of medical cannabis to meet specific needs. No product will contain any inorganic herbicides, pesticides or contaminants. All solutions and fertilizers will meet the Organic Materials Review Institute (OMRI) standards, and thus be certifiable under the USDA National Organic Program. Only water purified by filtration will be used in the growing process. In order to maintain a high level of sanitation, all employees who enter the Cultivation Facility must wear lab coats, scrub suits, overalls or surgical gowns in order to prevent contamination of the product. We will only use a State of Colorado certified lab to assess the quality of the product.

Clones will be cut from mother plants in order to maintain consistent potency and medicinal properties. We anticipate being able to fill requests for cross-breeding of certain cultivars in order to tailor the cannabis to a licensed retail outlet's needs.

In an attempt to maintain quality control and in addition to using a state certified lab Dessimals Inc will use thin-layer chromatography from 'The Cannalytics Kit' to analyze each pharmaceutical strain of cannabis to determine its THC and various cannabinoid levels.

Validated at the University of Leiden, this thin-layer chromatography (TLC) technique selectively isolates ("fingerprints") these compounds thus allowing for Dessimals, Inc. to manipulate certain strains to suit the individual patient's needs. Patients will be given the option of cross-breeding cultivars in order to isolate and thus maximize the desirable effects so as to treat their ailments optimally.



Cannalytics ® Cannabis Fingerprint & THC Test Kit

Exhibit 10

Packaging of products will strictly adhere to State of Colorado requirements.

Exhibit 11

A description of Dessimals, Inc. Methodology on Continuing Education in the Field of Retail Cannabis

Dessimals, Inc. shall provide information in the form of magazines, brochures, educational television programs, newscasts and internet sites in order to update staff on new developments in the field of retail cannabis. Open discussion with the Senior and Assistant Horticulturist regarding new advances in the field of organic growing methods, hydroponics, lighting, and energy conservation will occur regularly. The Board of Directors and employees will be encouraged to attend weekend seminars of the various aspects of cannabis. The Colorado Department of Revenue website will also serve as an informational source for current legislation and advisory board hearings.

Exhibit 12

On-Site Training Curriculum in Professional Conduct and Ethics

Board member and employees of Dessimals, Inc. are required to read the *"The Code of Professional Conduct and Work Ethics"*, a manual published by The Investment Group of the Social Security Corporation. This manual "establishes moral criteria, fundamental rules and principles for work ethics, high professional values and culture" while "establishing the bases of good practices which are achieved through enlightening the staff and directing them toward the appropriate professional ethics and self-discipline frameworks that govern the course of work." Although geared toward an investment corporation, their principals of work ethics and professional conduct can serve as a template for most organizations. Additionally, there exists dozens of videos of varying length covering a variety of topics relating to ethics and professional conduct on YouTube.com -- these will be viewed periodically.

Exhibit 13

Personal Safety, Security Policies, Procedures and Crime Prevention Techniques

All administrative officers and employees will be trained and tested in security measures in order to ensure their safety. Training will focus on prevention of a crime by maintaining a secure perimeter. Locking gates, doors and windows while refusing admission to anyone unauthorized to enter the facility will be the primary deterrent. *Employees are forbidden to reveal the location and nature of business regarding the Cultivation Facility.* Only the Executive Director, Secretary/Treasurer and Senior Horticulturist will be in possession of the specially marked keys to the facility. Locking of the facility doors by deadbolt will be performed during hours of operation and thereafter. Employees must undergo thorough training in the use of

Capsicum pepper spray as a means of self-defense and intruder determent. Employees will be allowed to carry Capsicum pepper spray if they desire. Employees will have access to the 911 system either by telephone or cell phone in the event of an emergency after activating the alarm. A sign will be posted on each door of the facility reinforcing the mandate that employees are forbidden to admit unauthorized individuals.

In the event of fire, flood, chemical exposure or other internal disaster, employees will be trained in the use of a first-aid kit, fire extinguisher, circuit breaker boxes, and the alarm system. Bi-annual evaluations will be performed to ensure competency with the aforementioned equipment, and Dessimals, Inc. Policies and Procedures

Fire extinguishers will be readily available to workers in the Cultivation Facility in the event of a fire.

Exhibit 14

Security Agreement

I understand that as an employee of Dessimals, Inc. I will not reveal the location, purpose or nature of my employment to anyone. Further, I will not allow access to individuals who are unauthorized to enter the facility. In an attempt to discourage a potential crime, I will maintain vigilance regarding perimeter security and report all suspicious behavior to the Executive Director or Senior Horticulturist immediately. All doors and windows shall remain locked at all times and the electronic surveillance system in continuous operation. I also realize that failure to adhere to these rules will jeopardize my employment with Dessimals, Inc. as well as my personal safety. I acknowledge that I have read the Policies and Procedures Manual and understand the contents therein.

I also acknowledge that I have received adequate training in security measures on

Date: ___/___/___ at _____ a.m. / p.m.

Title of presentation: _____

Location of training: _____

Name of presenter: _____

Title of presenter: _____

Employee signature: _____ Date: ___/___/___

This document will be maintained in the employee's Personnel File for a minimum of six (6) months after termination of employment.

Exhibit 15

EMPLOYEE TRAINING DOCUMENTATION FORM

I acknowledge that I have received adequate training in:

Title of presentation: _____

Topics discussed: _____

Location of training: _____

Name of presenter: _____ Title: _____

Name of presenter: _____ Title: _____

Name of presenter: _____ Title: _____

Employee signature: _____

Date: ___/___/___ Time: _____ a.m. / p.m.

This document will be maintained in the employee's Personnel File for a minimum of six (6) months after termination of employment.

Exhibit 16
Executive Director Job Description

- Duties

In addition to supervising the administrative aspects of Dessimals, Inc. the duties of the Executive Director shall include, but not be limited to:

- Interviewing, hiring, and management of all personnel; maintaining a file for each employee that includes the application, employee agreement, and the results of the criminal background check, disciplinary action and delineation of duties.
- Preparation of relative documents to affiliated agencies.
- Assisting Treasurer with Accounts Receivable/Payable.
- Monitoring progress of cannabis production and documenting developmental stages and growth rates.
- Affiliating with professional consultants including attorneys, accountants, horticulturists, etc.
- Assisting the Senior Horticulturist in the daily activities of cannabis production and Cultivation Facility maintenance.

Minimum Qualifications

- College degree/higher education
- Bookkeeping experience
- Basic computer experience
- Advanced knowledge of hydroponic, soil-less, and organic growing methods
- No felony violations
- Colorado resident

Exhibit 16A

Treasurer/Secretary Job Description

- Duties:

The Treasurer/Secretary will take custody of all monies belonging to Dessimals, Inc. and must keep a precise account all monies. The Treasurer/Secretary must utilize and maintain a cash book, containing a breakdown of all receipts, disbursements, and cash balances. The Treasurer/Secretary must determine the cash needs of Dessimals, Inc. and ensure that sufficient liquid assets are available to pay current obligations.

The Treasurer/Secretary possesses a number of specific responsibilities relating to payment of and accounting for salaries and wages. These include:

- Receiving, accounting for, and disbursing all payroll and personnel deduction amounts.
- Bank account maintenance – Selecting a bank, signing and dispersing checks.
- Budgets – Developing the annual budget as well as comparing the actual revenues and expenses incurred against the budget.
- Financial Policies – Overseeing the development and observation of the organization's financial policies.
- Keeping the board regularly informed of key financial events, trends, concerns, and assessment of fiscal health in addition to completing required financial reporting forms in a timely fashion and making these forms available to the board.
- Affiliating with professional consultants including attorneys, accountants, horticulturists, etc.

Minimum Qualifications

- College degree/higher education
- Bookkeeping and basic computer experience
- No felony violations
- Colorado resident

Exhibit 16B

Senior Horticulturist Job Description

- Duties:

The duties of the Senior Horticulturist shall include, but not be limited to the following:

- Propagation of cannabis in all stages of development to include: pH adjustment, nutrition, temperature control, species selection, cloning, grooming, cross-breeding and final product preparation. Daily interaction with the Executive Director regarding updates on progress or complications is essential.
- Maintenance of the Cultivation Facility to include construction, security, sanitation, recycling, lighting, pest control and ventilation. Also included are the tasks of lifting and unloading necessary supplies. Personal back braces shall be used if necessary.
- Maintaining adequate supplies necessary for crop development and notifying the Executive Director of any deficits or surplus.
- Identification and labeling each strain with the genus, species and cultivated variant ("cultivar") names on appropriate container that includes the date of harvest, batch number and THC level.
- Strict documentation of production weight, packaging, and storage will be done in accordance with the Colorado Department of Revenue Guidelines.
- Enforcement of Sanitation Regulations, compliance with the Alcohol and Drug-free Policy, and scrutiny of recycling practices. Competency must be demonstrated in performing all safety and security procedures in addition to crime prevention techniques in the event of a criminal threat.
- Responsible for supervising the Assistant Horticulturist and all employees.

Qualifications

- Extensive experience with all aspects of hydroponic and soil-less gardening as well as traditional growing (soil-based) techniques
- Familiarity with artificial lighting, climate control, and related electrical appliances
- Scrutiny and maintenance of the security system with authority to prohibit any unauthorized individuals access to the facility

- Participating in Continuing Education relating to the advances in medical cannabis production
- The Senior Horticulturist will be supervised by the Executive Director
- No felony violations
- The Senior Horticulturist must be a Colorado resident

Exhibit 16C

Assistant Horticulturist Job Description

- **Duties:**
The duties of the Assistant Horticulturist shall include, but not be limited to the following:
 - Assisting the Senior Horticulturist in the propagation of cannabis in all stages of development to include: pH adjustment, nutrition, temperature control, species selection, cloning, grooming, and cross-breeding and final product preparation. Daily interaction with the Senior Horticulturist regarding updates on progress or complications is essential.
 - Maintenance of the Cultivation Facility to include construction, security, sanitation, recycling, lighting, pest control and ventilation. Also included are the tasks of lifting and unloading necessary supplies. A personal back brace will be used if needed.
 - Maintaining adequate supplies necessary for crop development and notifying the Senior Horticulturist of any deficits or surplus.
 - Identification and labeling each strain with the genus, species and cultivated variant ("cultivar") names on appropriate container that includes the date of harvest, batch number and THC level. Strict documentation of production weight, packaging, and storage will be done in accordance with the Colorado Department of Revenue Guidelines.
 - Strict documentation of production weight, packaging, and storage.
 - Enforcement of Sanitation Regulations, compliance with the Alcohol and Drug-free Policy, and scrutiny of recycling practices. Competency must be demonstrated in performing all safety and security procedures in addition to crime prevention techniques in the event of a criminal threat.

- Assisting in supervising the employees.

Qualifications

- Experience with hydroponic and soil-less gardening as well as traditional growing (soil-based) techniques.
- Familiarity with artificial lighting, climate control, and related electrical appliances.
- Scrutiny and maintenance of the security system with authority to prohibit any unauthorized individuals access to the facility.
- Participating in Continuing Education relating to the advances in medical cannabis production.
- The Senior Horticulturist will supervise the Assistant Horticulturist.
- No felony violations.
- The Assistant Horticulturist must be a Colorado Resident.

Exhibit 16D

Delivery Driver Job Description

Duties:

The Delivery Driver will distribute the product to licensed retail outlets only. The driver will be intimately familiar with the route to the retail outlet, having done several "dry runs" to the outlet in order to demonstrate proficiency in delivering in a timely fashion. The driver shall not make any unauthorized stops along the way but proceed directly to the retail outlet. In the event of an accident, mechanical failure or mandatory detour, the driver shall contact the Cultivation Facility via cell phone and blue tooth device so as to insure personal safety. At the end of the delivery route the driver shall return to the Cultivation Facility and unload any left-over product with the Senior Horticulturist or Executive Director, to whom he is subordinate. Admission to the Cultivation Facility will be allowed only if chaperoned by the Executive Director, Treasurer, or Senior Horticulturist. Together they will perform the task of taking inventory. Any checks, money orders, credit card payments or monies collected will be relinquished to the Executive Director or Secretary/Treasurer and placed in a safety deposit box or safe by this member of the Board. Delivery Driver will adhere to all state requirements concerning delivery of product.

Qualifications:

The driver must have a valid Colorado motor vehicle license without infractions on the driving record. S/he shall carry a cell phone and blue tooth device at all times and have a car charger in the event of a low battery. Doors of the delivery vehicle will be locked at all times.

Rudimentary knowledge of the delivery area is essential. The driver will have specific knowledge of the location of the police station in the event of a criminal threat. Dessimals, Inc. may provide a Global Positioning System (GPS) as needed. As with other employees and administration of Dessimals, Inc., the driver must pass the criminal background check in order to be eligible for hire. The driver will strictly adhere to the Alcohol and Drug-Free Environment Policies set forth by Dessimals, Inc. The delivery driver shall not possess a felony violation and be a Colorado resident.

Exhibit 16E**Employee Job Description****Duties:**

Employees will assist the Senior and Assistant Horticulturists in most facets of operation and be under the direct supervision thereof. The following duties will include, but not be limited to:

- Propagation of medical cannabis in the myriad stages of development to include: pH adjustment, nutrition, temperature control, species selection, cloning, grooming, cross-breeding and final product preparation. Reporting to the Senior Horticulturist regarding progress or complications will be done at the end of each workday.
- Maintenance of the Cultivation Facility to include construction, sanitation, recycling, lighting, pest control and ventilation. Also included are the tasks of lifting and unloading necessary supplies. A personal back brace will be used as needed.
- Taking inventory of supplies and notifying the Senior Horticulturist of any deficits or surplus.
- Identification and labeling each strain with the genus, species and cultivated variant ("cultivar") name on appropriate containers that includes the date of harvest.
- Strict documentation of production weight, packaging, and storage will be done in accordance with the Colorado Department of Revenue Guidelines.
- Compliance with the Alcohol and Drug-Free Policy and adherence to recycling practices are essential. Competency must be demonstrated in performing all safety and security procedures in addition to crime prevention techniques in the event of a criminal threat.

Qualifications:

- Experience with hydroponic and soil-less gardening as well as traditional growing (soil-based) techniques.
- Familiarity with artificial lighting, climate control, and related electrical appliances.
- Scrutiny and maintenance of the security system with authority to prohibit any unauthorized individuals access to the facility.
- Participating in Continuing Education relating to advances in cannabis production, horticultural techniques and organic gardening.
- The Employee will be supervised by the Senior Horticulturist and Executive Director.
- No felony violations.
- All employees must be Colorado residents.

Exhibit 17**Employee Personnel Record**

The Executive Director of Dessimals, Inc. will keep a file for each employee. This will include the Application for Employment (Exhibit 17D), signed Drug-Free Policy Agreement (Exhibit 17B), Confidentiality Agreement (Exhibit 17E), Security Agreement (Exhibit 14), a Discipline Documentation Form (Exhibit 17A) , Occupational Injury/Illness Form (Exhibit 17F) , Employee Job Description (Exhibit 16E), Employment Agreement (Exhibit 17C) and Criteria with Criminal Background Checks (Exhibit 17G).

Exhibit 17A

Discipline Documentation Form

Name of Employee: _____

Employee's Job Title: _____

Date/Time of incident: ___/___/___ Time: _____ a.m. / p.m.

Location of incident: _____

Description of incident: _____

Witnesses to incident: _____

Was this incident in violation of a company policy? Yes No

If yes, specify which policy and how the incident violated it. _____

Action Taken

What action will be taken against the employee? _____

Exhibit 17A (Cont.)

Has the impropriety of the employee's actions been explained to the employee?

Yes No

Did the employee offer any explanation for the conduct? If so, what was it?

Signature of person preparing: _____

Date: ___/___/___

Exhibit 17B

Employee Agreement Form Relating To a Drug Free Work Place

In order to maintain an alcohol and drug-free environment, I understand Dessimals, Inc. forbids employees to possess or imbibe alcohol or use recreational drugs on the premises (or be under the influence of stated agents thereof). Violation of this mandate will result in my immediate dismissal from employment. Drug testing by urinalysis may be done randomly at the request of Dessimals, Inc. and I will comply with any such request fully, without reservation. A copy of this policy will be clearly posted at strategic points in the Cultivation Facility.

Employees Name: _____

Employees Signature

___/___/___
Date

Exhibit 17C

Employment Agreement

Dessimals, Inc. (the "Employer") enters in to this agreement between

_____ (the "Employee") in the month of _____, 20__

Therefore, the Employee agrees to the following:

Contingencies

The Employee acknowledges that possession of cannabis does not infer immunity from Federal prosecution. No entity is able to protect the Employee from Federal prosecution.

Compensation

Wages for employees will be hourly. The employee agrees to perform the tasks listed under the Job Description which may change from time to time depending on the nature of the work. The Employee acknowledges that s/he is able to perform the tasks listed in the Job Description and acceptance of the position will depend on that ability.

Wages for employment may increase with a cost-of -living increase, as well as a change in the Job Description.

Currently, the wage for the position of _____ is at \$_____ /hour.

Grievances

The Executive Director will be responsible for addressing all grievances, which may be submitted in writing or expressed verbally. Responses to a grievance will be done in writing or verbally within fourteen (14) days.

Exhibit 17D

Dessimals, Inc.

Application for Employment

Position you are applying for:					
Check all that you may be interested in: Full-Time <input type="checkbox"/> Part-time <input type="checkbox"/>					
Last Name			First Name		Middle Initial
Mailing Address			City		Parish
State	Zip	Cell Telephone No.	Home Telephone No.	Business Phone No.	E-Mail Address
Driver's License #	State	Expiration Date	<input type="checkbox"/> Operators (Private Vehicle) <input type="checkbox"/> CDL (copy of license & medical card)		License Class: Endorsement:
Have you ever been convicted of a felony since your 18th birthday? If you answered yes, please complete the following: (Conviction is not an automatic bar for employment. Each case is considered on its individual merits)					(Inaccurate information here will result in disqualification.) Yes <input type="checkbox"/> No <input type="checkbox"/>
Nature of Offense		Name & Location of Court		Date of Conviction	
Are any of your educational or employment records found under a different last name? If yes, please give the last name.					Yes <input type="checkbox"/> No <input type="checkbox"/>
Previous Last Name: _____					

Have you ever been discharged or forced to resign from any position? If yes, please give employer, date and reason.		Yes <input type="checkbox"/> No <input type="checkbox"/>
Employer	Date and Reason	
If hired, are you authorized to work in the United States? For non-citizens, a copy of your authorization to work issued by the U.S. Immigration and Naturalization Service must be submitted prior to appointment.		Yes <input type="checkbox"/> No <input type="checkbox"/>
References:		For Office Use Only:
Name	Telephone Number	Date and Time Received

EDUCATION HISTORY

Highest Grade Completed (choose one) 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 <input type="checkbox"/> 7 <input type="checkbox"/> 8 <input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/>	Did you graduate from High School or obtain a GED? YES <input type="checkbox"/> NO <input type="checkbox"/>	Name and Location of Last School Attended (High School, Junior High or Elementary) Name: _____ _____ Location: _____ _____
---	---	---

RELATED SPECIAL TRAINING (CORRESPONDENCE, BUSINESS, TRADES, VOCATIONAL, ARMED FORCES SCHOOLS, ETC.)

Names and Locations of School	Dates Attended (Month & Year)		Courses/Subjects Completed	Credit Hours	Diplomas/Certificates Received
	From	To			

COLLEGES AND UNIVERSITIES ATTENDED (UNDERGRADUATE & GRADUATE)

****Must be from a recognized accredited school - Bring original transcript with initial application****

Names and Locations of School(s)	Dates Attended (Month & Year)		Type of Degree Earned (e.g. BA/BS)	Major	Minor
	From	To			

RELATED LICENSES (provide current (original))

Professional License Issued By	Field/Trade Specialization	License Number	Issue Date	Expiration Date

SKILLS

Also include specific software experience in your job descriptions.

Languages spoken and written **FLUENTLY**

EMPLOYMENT HISTORY				
May we contact your present employer?			YES <input type="checkbox"/> NO <input type="checkbox"/>	
1	Starting Date: month / day / year	Ending Date: month / day / year	Employer/Company Name and address (city and state are required)	
Paid Work <input type="checkbox"/> Volunteer <input type="checkbox"/>		Hours per Week	Name & Title of Immediate Supervisor	Telephone Number
Reason for Leaving				
Title of Position(s) Held			Number & Job Title of Employees you Supervised	
Describe job responsibilities in order of importance:				

2	Starting Date: month / day / year	Ending Date: month / day / year	Employer/Company Name and address (city and state are required)	
Paid Work <input type="checkbox"/> Volunteer <input type="checkbox"/>		Hours per Week	Name & Title of Immediate Supervisor	Telephone Number
Reason for Leaving				
Title of Position(s) Held			Number & Job Title of Employees you Supervised	
Describe job responsibilities in order of importance:				

3	Starting Date: month / day / year	Ending Date: month / day / year	Employer/Company Name and address (city and state are required)	
Paid Work <input type="checkbox"/> Volunteer <input type="checkbox"/>		Hours per Week	Name & Title of Immediate Supervisor	Telephone Number
Reason for Leaving				

Title of Position(s) Held		Number & Job Title of Employees you Supervised		
Describe job responsibilities in order of importance:				
4	Starting Date: month / day / year	Ending Date: month / day / year	Employer/Company Name and address (city and state are required)	
Paid Work <input type="checkbox"/> Volunteer <input type="checkbox"/>		Hours per Week	Name & Title of Immediate Supervisor	Telephone Number
Reason for Leaving				
Title of Position(s) Held		Number & Job Title of Employees you Supervised		
Describe job responsibilities in order of importance:				

CONDITIONS OF EMPLOYMENT STATEMENT

Under penalties of perjury, I declare that my answers to the questions on this application and any necessary examinations and supplements are true and give DESSIMALS, INC. the right to investigate all information given and to secure additional appropriate information if necessary. I understand that an investigative report may be made from information obtained through personal interviews with others. I understand that this inquiry may include information as to my personal characteristics, employment verification, credential verification, personal identity verifications, reference checks, criminal records, motor vehicle records, and appropriateness for employment. In accordance with the law and my understanding of this statement, I authorize my current and former employers to give any information regarding my employment, together with all information regarding me, and hereby release from all liability or responsibility all persons, companies, or corporations furnishing such information in good faith

I understand that the completion of this application does not assure me of a position with DESSIMALS, INC. and does not obligate DESSIMALS, INC. of to me in any way. I further understand that any misrepresentation herein may cause my application to be rejected, my name to be removed from the eligible register and/or subject me to dismissal. Candidates selected for hire must pass a physical and drug screen prior to employment

I understand that this application, exam documents and attachments become a part of DESSIMALS, INC. records and will not be returned, reused or copied for me once submitted.

By my signature, I certify, authorize and acknowledge the above statements.

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Signature

Date

Social Security Number

(Unsigned applications will not be considered)

Reminder: With your application, bring original transcripts, training certifications, professional licenses & certifications and other documents as indicated in the application instructions. If a certification or license is renewed after submission of this application, please bring in your current document for us to copy. An expired credential may result in you not being considered for a vacancy.

Exhibit 17E

Confidentiality Agreement

I, _____ recognize that, in the course of my duties as an employee of Dessimals, Inc., patient information, which is required by law to be kept confidential, may only be disclosed under limited conditions. I agree that:

1. I will keep confidential all information to which I gain access.
2. I will access and use patient information only in connection with Dessimals, Inc.
3. I will not discuss sensitive information in public places or outside of work.
4. I will take all necessary precautions to ensure that the access and handling of sensitive information is conducted in ways that protect the proprietary confidentiality of Dessimals, Inc. to the greatest degree possible. This includes maintaining such information in a locked file cabinet.

I understand that it is my obligation and responsibility to maintain the confidentiality of all proprietary information. Improper disclosure or misuse of this information, whether intentional or due to neglect on my part, is a breach of confidentiality, which can result in disciplinary action including termination or legal discipline by Dessimals, Inc.

Signed

____/____/____
Date

Print Name

Position

Exhibit 17F

Dessimals, Inc. Employer's Report of Occupational Injury or Illness			
POLICY REQUIRES THAT INDUSTRIAL INJURY/ILLNESS BE REPORTED TO Dessimals, Inc. WITHIN 24 HOURS OF OCCURRENCE.			
In the event of a serious injury or hospitalization, call 911. This form must be completed in its entirety and submitted to Dessimals, Inc. Executive Director or Senior Horticulturist.			
EMPLOYEE MUST COMPLETE THESE SECTIONS:			
EMPLOYEE DATA	Employee Name:		
	Address:		Home Phone: ()
	City/State/Zip:	<input type="checkbox"/> Female <input type="checkbox"/> Male	Date of Birth:
	Department/Location:		Employee's Work Phone: ()
	Job Description:	Date of Hire:	
	Supervisor's Name:		Supervisor's Work Phone: ()
	EMPLOYEE STATEMENT		
Specific Injury/Illness/Exposure:		Body Part(s) affected:	Date of injury/illness:
Location where injury or illness occurred:		Others Injured? <input type="checkbox"/> Yes <input type="checkbox"/> No	
What equipment, materials or chemicals caused the injury/illness? :		Who witnessed this injury?	
Explain in detail how the injury occurred. Include specific activities/tasks performed at the time.			

Medical Treatment provided by:

Hospital ER Other: (Provide Name &Phone #) _____

Private Physician _____

First Aid, no medical care needed.

Employee Signature:

Today's Date:

EMPLOYER'S INVESTIGATION AND STATEMENT (EMPLOYER COMPLETES):

EMPLOYER

After the investigation, explain in detail how the injury/illness occurred and the specific activity being performed:

What was the injury, illness or exposure?

INITIAL CAUSE

CONTRIBUTING FACTORS AND ACTIVITIES

PREVENTIVE ACTIONS

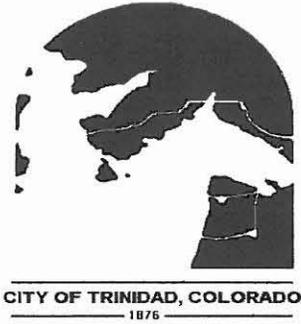
<p>Struck by or against object (indicate)</p> <hr/> <input type="checkbox"/> Caught in/under/ between	<p>Equipment</p> <input type="checkbox"/> Equipment failure	<input type="checkbox"/> Ventilation issues	<p>SUPERVISOR WILL:</p> <input type="checkbox"/> Develop/revise safety procedures
<input type="checkbox"/> Fall / Slip / Trip	<input type="checkbox"/> Equipment unavailable	<input type="checkbox"/> Ergonomic factors	<input type="checkbox"/> Request ergonomic evaluation
<input type="checkbox"/> Material handling or lifting	<input type="checkbox"/> Improper equipment or material used for job	<p>Employee</p> <input type="checkbox"/> Physically not able to do work	<input type="checkbox"/> Order new equipment
<input type="checkbox"/> Repetitive motion	<p>Personal protective equipment</p> <input type="checkbox"/> Not worn	<input type="checkbox"/> Employee fatigue	<input type="checkbox"/> Order new personal protective equipment
<input type="checkbox"/> Chemical exposure	<input type="checkbox"/> Not readily available	<input type="checkbox"/> Unbalanced or poor position or motion	<input type="checkbox"/> Remove equipment from use and repair or replace
<input type="checkbox"/> Animal bite	<input type="checkbox"/> Not adequate for the task	<input type="checkbox"/> Incorrect procedures used for task	<input type="checkbox"/> Schedule preventive maintenance
<input type="checkbox"/> Other, Explain	<input type="checkbox"/> Personal protective equipment failure	<input type="checkbox"/> Other unsafe practice	<input type="checkbox"/> Will retrain employee before task is re-assigned.
<hr/> <hr/> <hr/> <hr/> <hr/>	<p>Training/Experience</p> <input type="checkbox"/> Lack of training	<p>Assistance</p> <input type="checkbox"/> Difficult to perform task without help	<input type="checkbox"/> Perform on-site review of work activity, update job safety analysis.
<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> Safety training provided, not followed	<input type="checkbox"/> Safety features or devices not readily available	<input type="checkbox"/> Reconfigure work area
<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> New task for employee or lack of experience	<input type="checkbox"/> Safety features or devices not readily available	<input type="checkbox"/> Communicate corrective actions to others in job category.
<hr/> <hr/> <hr/> <hr/> <hr/>	<p>Work Area</p> <input type="checkbox"/> Work area set up improperly	<input type="checkbox"/> Lack of policy/procedure	<input type="checkbox"/> Other _____
<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> Inadequate lighting	<input type="checkbox"/> Animal (explain below)	<hr/> <hr/> <hr/> <hr/> <hr/>
<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> Housekeeping issues	<input type="checkbox"/> Other (explain)	<p>Preventive actions will be completed by:</p> Name _____
<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> Environmental factors (rain, wind, temp. etc)	<hr/> <hr/> <hr/> <hr/> <hr/>	<p>Expected date of completion _____</p>
<p>EXECUTIVE DIRECTOR OR HORTICULTURIST'S SIGNATURE:</p>			<p>Date of Investigation:</p>

Exhibit 17G

Criminal Background Checks with Criteria

Board members, employees and anyone associated with Dessimals, Inc. production facility must consent to a nationwide and statewide criminal history screening background check. Any individual convicted of a felony violation is prohibited from being a Board Member, employee or participating with the Cultivation Facility in any manner. If an individual is found guilty of committing a felony while employed or affiliated with Dessimals, Inc. then this individual will be terminated immediately.

loa



COUNCIL COMMUNICATION

CITY COUNCIL MEETING: April 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, City Clerk
PRESENTER: Representative of Safeway Store #722
DEPT. HEAD SIGNATURE: *Audra Garrett*

SUBJECT: 3.2% Beer Retail License (Off-Premises) renewal request by Safeway Store Forty-Six, Inc. d/b/a Safeway Store #722 at 457 W. Main Street

RECOMMENDED CITY COUNCIL ACTION: Consider renewal of the license

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The renewal application is in order.
- Fees have been paid.
- The Fire Department reported that the inspection report is on file and there were minor violations.
- The Building Inspector reported minor violations that the Manager indicated would be rectified that same date.
- The Police Department had no calls for service in the past year.
- Disclosure statements from Councilmembers Miles & Torres are attached.

loa

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

L 1105722
 A 351575 SAFEWAY STORE #722
 PO BOX 29096
 V 109121 PHOENIX AZ 85038-9096
 \$96.25
 EXP 4-5-16

L 1106722
 A 351575
 V 10171
 \$78.75

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name SAFeway STORE FORTY SIX INC		DBA SAFeway STORE #722		
Liquor License # 21706640017	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 21706640017	Expiration Date 6/17/2015	Due Date 5/3/2015
Street Address 457 W MAIN ST TRINIDAD CO 81082-2623				Phone Number (719) 846-2246
Mailing Address PO BOX 29096 PHOENIX AZ 85038-9096				
Operating Manager Gene Benine	Date of Birth	Home Address	Phone Number	

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit - Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business Don R. Johnson Director Financial Reporting	Title Don R. Johnson Director Financial Reporting
Signature <i>Don R. Johnson</i>	Date 3/27/15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For Trinidad	Date
Signature	Title Mayor
	Attest

STATE OF COLORADO

LIQUOR ENFORCEMENT DIVISION
Department of Revenue

Business Location
1001 Pierce Street, Suite 108A, Lakewood, CO 80214
Phone (303) 205-2300
FAX: (303) 205-2341

E-mail: soliver-cole@spike.dor.state.co.us

Website: www.revenue.state.co.us/liquor_dir/liquor.html



Bill Ritter
Governor

Kathy Huber
Executive Director

Den Harmon
Acting Division Director

May 14, 2007

SAFeway STORE FORTY FIVE INC
ATTN: LIQUOR LICENSING
PO BOX 29096
PHOENIX AZ 82038-9096

License # 21-79919-0000

Dear Licensee:

Every time the State of Colorado Liquor Enforcement Division receives a renewal application for one of your Safeway stores we received the attached information packet. We do not require this, even if there are changes to the corporate structure because Safeway Store Forty Five Inc & Safeway Stores Inc is a Master File. Therefore, the information only need be changed on the Master File only when necessary. If the local licensing authority for each jurisdiction requires it then forgive me for bringing it up. I felt I should try to save your company on the postage.

Please contact our office at (303) 205-2300 if you have any questions.

Sincerely,


Sheila Oliver-Cole
Licensing Specialist

ATTACHMENT TO BEER LICENSE APPLICATION FOR
SAFeway STORES 45, INC. and SAFeway STORES 46, INC.

Question #5

Safeway Stores 45, Inc. and Safeway Stores 46, Inc. currently hold numerous 3.2% licenses in Colorado. Both of these entities have occasionally had a license suspended. See attached list for suspensions within the past year. Safeway Stores 46, Inc. Yes, had a Safeway application denied in the City of Aurora (January, 2002) based on needs and desires issues. However, the application was reconsidered and unanimously approved in February of 2002. Safeway Stores 45, Inc. have had not had any applications for 3.2% beer denied.

SAFEWAY STORES 45 & 46 INC VIOLATIONS LIST

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Stores #0914 2321 W. Eisenhower Loveland, CO 80537 Our File No .612	5/1/2014	Sale to a Minor
Safeway Stores 45, Inc. Safeway Store #1599 12442 W. Ken Caryl Littleton, CO 80127 Our File No .610	5/21/2014	Sale to a Minor; 15 day suspension with 9 days held in abeyance for one year; \$200 fine paid in lieu of serving remaining 6 days.
Safeway Stores 46, Inc. Safeway Store #1131 1329 S. Townsend Ave. Montrose, CO 81401 Our File No .608	3/17/2014	Sale to a Minor; 15 day suspension with 10 days held in abeyance for one year; \$200 fine paid in lieu of serving remaining 5 days
Safeway Stores 46, Inc. Safeway Store #1533 2901 F. Road Grd. Junction, CO 81504 Our File No .607	1/20/2014	Sale to a Minor; 15 day suspension with 10 days held in abeyance for one year; \$200 fine in lieu of serving remaining 5 days.
Safeway Stores 45, Inc. Safeway Store #0322 1701 Jackson Street Golden, CO 80401 Our File No .605	1/9/2014	Sale to a Minor; 6 day suspension with 2 days held in abeyance for one year. 4 days served by payment of \$200 fine in lieu.
Safeway Stores 45, Inc. Safeway Store #1599 12442 W. Ken Caryl Littleton, CO 80127 Our File No .604	12/7/2013	Show Cause Hearing: Stipulation approved 2/28/14. 15 day suspension with 10 days held in abeyance for one year. 5 days served by payment of \$200 fine in lieu.
Safeway Stores 46, Inc. Safeway Store #3714 617 W. 29th Ave. Pueblo, CO 81008 Our File No .602	11/25/2013	Sale to a Minor; 19 days suspension with 12 days held in abeyance for one year; 7 days served by payment of \$200 fine in lieu.
Safeway Stores 46, Inc. Safeway Store #1856 1601 Coalton Road Superior, CO 80027 Our File No .597	8/8/2013	Show Cause Hearing; held on 8/27/13
Safeway Stores 46, Inc. Safeway Store #0920 451 E. Wonderview Ave. Estes Park, CO 80517 Our File No .595	7/25/2013	8/26/2013 date of admission: 30 day suspension imposed and served

SAFeway STORES 45 & 46 INC VIOLATIONS LIST

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #0920 451 E. Wonderview Ave. Estes Park, CO 80517 Our File No .595	07/25/2013	8/26/2013 date of admission: 30 day suspension imposed and served
Safeway Stores, Inc. Safeway Store #1438 415 N. Main Street Aztec, New Mexico 87410 Our File No .588	05/02/2013	06/24/2013 date of admission: 1 day suspension served on 07/25/2013, \$1,000.00 fine paid.
Safeway Stores 46, Inc. Safeway Store #1863 1550 Highway 92 Delta, CO 81416 Our File No .587	04/10/2013	05/17/2013 date of admission: 15 day suspension, 10 days held in abeyance for 1 year, \$200 fine in lieu of serving remaining 5 days.
Safeway Stores 46, Inc. Safeway Store #1681 1301 Main St. Alamosa, CO 81101 Our File No .586	03/16/2013	4/15/2013 date of admission: 10 day suspension, 7 days held in abeyance for 1 year, \$200 fine paid in lieu of serving remaining 3 days
Safeway Stores 46, Inc. Safeway Store #2625 681 Horizon Drive Grd. Junction, CO 81506 Our File No .581	02/13/2013	4/10/2013 date of admission: 15 days suspension, 10 days held in abeyance for 1 year, \$200 fine in lieu of serving remaining days
Safeway Stores, Inc. Safeway Store #0549 500 E. Third Sreet Alliance, Nebraska 69301 Our File No .582	02/13/2013	5/08/2013: 7 day suspension imposed, payment of \$350.00 fine in lieu of suspension elected
Safeway Stores 45, Inc. Safeway Store #2138 1730 S. Buckley Road Aurora, CO 80017 Our File No. 580	01/15/2013	Show Cause Hearing date to be determined
Safeway Stores 46, Inc. Safeway Stores #0637 37500 E. US Hwy 40 Steamboat Spgs, CO 80488 Our File No .578	01/11/2013	4/10/2013 sanction imposed: 19 day suspension, 12 days held in abeyance for 1 year, \$488.60 fine paid in lieu of 7 remaining days.
Safeway Stores 45, Inc. Safeway Store #1828 8134 Colorado Blvd Firestone, CO 80520 Our File No .577	10/03/2012	2/28/2013 sanction imposed, 19 day suspension, 10 days actually served, 9 days held in abeyance for 1 year

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 45, Inc. Safeway Store #0344 9160 W. Colfax Ave. Lakewood, CO 80215 Our File No .574	08/03/2012	10/1/2012 sanction imposed, 15 day suspension, 10 days held in abeyance for 1 year, fine paid of \$1,395 for 5 remaining days
Safeway Stores 46, Inc. Safeway Store #0920 451 E. Wonderview Ave. Estes Park, CO 80517 Our File No .573	05/28/2012	15 day suspension, 10 days held in abeyance for 1 year, fine to be determined at Show Cause Hearing 8/16/2012
Safeway Stores 45, Inc. Safeway Store #0008 7375 E. Arapahoe Road Centennial, CO 80112 Our File No .570	04/25/2012	Show Cause Hearing in Douglas County pending. No violation for this store in eight years.
Safeway Stores 45, Inc. Safeway Store #1480 9255 S. Broadway Highlands Ranch, CO 80126 Our File No .568	03/12/2012	Paid fine of \$200 in lieu of suspension
Safeway Stores 46, Inc. Safeway Store #0320 1122 11th Ave. Greeley, CO 80631 Our File No .564	01/07/2012	15 day suspension, 10 days held in abeyance for 1 year, \$200 fine paid in lieu of 5 days
Safeway Stores 46, Inc. Safeway Store #1045 1300 Dexter Street Fort Lupton, CO 80621 Our File No .562	12/11/2011	0/202013 sanction imposed, 15 day suspension, 10 days held in abeyance for 1 year, paid \$200 fine in lieu of 5 days
Safeway Stores 46, Inc. Safeway Store #2520 111 18th Street Burlington, CO 80807 Our File No .563	11/13/2011	1/20/2012 sanction imposed, 14 day suspension, paid \$515.48 for all 14 days.
Safeway Stores 45, Inc. Safeway Store #2910 1632 Hover Road Longmont, CO 80501 Our File No .560	09/07/2011	15 day suspension, 10 days held in abeyance for 1 year, \$200 fine in lieu of 5 days
Safeway Stores 46, Inc. Safeway Store #2824 1900 Highway 24 Leadville, CO 80461 Our File No .559	08/09/2011	10 day suspension, 5 days held in abeyance for 1 year, \$200 fine paid in lieu of 5 days

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 45, Inc. Safeway Store #0344 9160 W. Colfax Ave. Lakewood, CO 80215 Our File No .558	07/18/2011	14 day suspension, 10 days held in abeyance for 1 year, \$200 fine in lieu of 4 days. 9/19/2011 Pending.
Safeway Stores 46, Inc. Safeway Store #3714 617 W. 29th Ave. Pueblo, CO 81008 Our File No .557	07/07/2011	15 day suspension, 10 days held in abeyance for 1 year, \$200 fine paid in lieu of remaining 5 days.
Safeway Stores 46, Inc. Safeway Store #1791 1535 Main Street Windsor, CO 80550 Our File No .556	06/22/2011	8/24/2011 Hearing Held
Safeway Stores 45, Inc. Safeway Store #2792 27152 Main Street Conifer, CO 80433 Our File No .555	06/06/2011	Admitted sale to minor, received 24 day active suspension. Signs posted 9/6/11 thru 9/23/11
Safeway Stores 46, Inc. Safeway Store #2817 232 G Street, Salida, CO 81201 Our File No .554	03/07/2011	14 day suspension, 9 days held in abeyance for 1 year, 2 days actually served, \$200 fine in lieu of 3 days suspension
Safeway Stores 45, Inc. Safeway Store #1873 771 Thornton Parkway Thornton, CO 80229 Our File No .551	02/07/2011	15 day suspension, 10 days held in abeyance for 1 year, \$200 fine paid in lieu of 5 days suspension.
Safeway Stores 46, Inc. Safeway Store #1578 1101 E. U.S. Highway 24 Woodland Park, CO 80863 Our File No .548	02/04/2011	15 day suspension, 10 days held in abeyance for 1 year, \$398 fine paid in lieu of 5 days suspension
Safeway Stores 46, Inc. Safeway Store #1975 6925 Mesa Ridge Parkway Fountain, CO 80817 Our File No .547	01/22/2011	14 day suspension, 10 days held in abeyance for 1 year; \$200 fine paid in lieu of 4 days
Safeway Stores 46, Inc. Safeway Store #0920 451 E. Wonderview Ave. Estes Park, CO 80517 Our File No .545	10/19/2010	15 day suspension, 10 days held in abeyance for 1 year, paid \$200 fine in lieu of remaining 5 days.

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #1532 220 S. Elizabeth Street Elizabeth, CO 80105 Our File No .537	10/02/2010	15 day suspension, 10 days held in abeyance for 1 year; 5 days paid by way of \$200 fine
Safeway Stores 46, Inc. Safeway Store #2817 232 G Street Salida, CO 81201 Our File No .540	05/24/2010	10 day suspension, 5 days held in abeyance for 1 year, \$200 fine in lieu of the remaining 5 days
Safeway Stores 45, Inc. Safeway Store #0008 7375 E. Arapahoe Rd. Centennial, CO 80112 Our File No .536	09/18/2010	15 day suspension, 10 days held in abeyance for 1 year, \$200 fine in lieu of 5 days
Safeway Stores 46, Inc. Safeway Store #2915 860 Cleveland Ave. Loveland, CO 80537 Our File No .535	07/07/2010	7 day suspension, 4 days held in abeyance for 1 year, \$200 fine in lieu of 3 days suspension remaining
Safeway Stores 46, Inc. Safeway Store #2624 3602 W. 144th Ave. Broomfield, CO 80020 Our File No .530	07/06/2010	5 day suspension, 4 days held in abeyance for 1 year, \$200 fine in lieu of 1 day
Safeway Stores 45, Inc. Safeway Store #1635 10300 Federal Blvd Federal Heights, CO 80260 Our File No .528	06/01/2010	Written Warning
Safeway Stores 45, Inc. Safeway Store #1587 7353 Federal Blvd. Westminster, CO 80030 Our File No .529	05/09/2010	7 day suspension, 5 held in abeyance for 1 year, served 2 days active suspension.
Safeway Stores 46, Inc. Safeway Store #2917 1605 Bridge St Brighton, CO 80601 Our File No .527	04/21/2010	14 day suspension, 9 days held in abeyance for 1 year and 5 days actually served
Safeway Stores 46, Inc. Safeway Store #2911 2798 Arapahoe Street Boulder, CO 80302 Our File No .526	05/15/2009	Admitted violation, paid fine in lieu of suspension.

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 45, Inc. Safeway Store #0010 3851 So. Hwy #74 Evergreen, CO 80439 Our File No .522	05/01/2009	14 day suspension, 7 days held in abeyance for 1 year, 7 days actively suspended
Safeway Stores 45, Inc. Safeway Store #1933 20153 E. Smoky Hill Road Centennial, CO 80016 Our File No .523	04/07/2009	Admitted violation, paid fine in lieu of suspension.
Safeway Stores 45, Inc. Safeway Store #1892 1580 East Main St Cortez, CO 81321 Our File No .520	02/23/2009	10 day suspension, 5 days held in abeyance for 1 year, paid \$200 fine for remaining days
Safeway Store 46, inc. Safeway Store #1975 6949 Mesa Ridge Pkwy. Fountain, CO 80817 Our File No .518	02/23/2009	10 day suspension, 5 days held in abeyance for 1 year, paid \$200 fine for remaining days
Safeway Stores 46, inc. Safeway Store #1578 9229 East Lincoln Ave. Lone Tree, CO 80124 Our File No .517	01/26/2009	3 day suspension, 1 day served, 2 days held in abeyance for 1 year.
Safeway Stores 46, inc. Safeway Store #2241 8430 N. Federal Blvd. Westminster, CO 80030 Our File No .515	12/03/2008	14 days suspension, 3 days served, 2 days held in abeyance for 1 year.
Safeway Stores 46, inc. Safeway Store #2342 11088 West Jewell Lakewood, CO 80226 Our File No .510	05/23/2008	5 day suspension, paid fine in lieu
Safeway Stores 46, inc. Safeway Store #0635 1295 Victory Way Craig, CO 81625 Our File No .508	05/07/2008	5 days suspension
Safeway Stores 46, inc. Safeway Store #1681 1301 Main St. Alamosa, CO 81101 Our File No .503	03/15/2008	15 days suspension, 13 held in abeyance for 1 year, 10 days served

STORE	DATE OF VIOLATION (Sale to Minor)	SUSPENSION
Safeway Stores 46, Inc. Safeway Store #3723 315 W. 2nd St. La Junta, CO 81050 Our File No .502	01/26/2008	23 day suspension, 13 held in abeyance for 1 year, 10 days served
Safeway Stores 46, Inc. Safeway Store #0635 1295 Victory Way Craig, CO 81625 Our File No .501	01/11/2008	Written Warning
Safeway Stores 46, Inc. Safeway Store #2918 3526 W 10th St. Greeley, CO 80631 Our File No .497	12/15/2007	8 day suspension, 3 held in abeyance for 1 year, \$200 fine paid in lieu of 5 days suspension

SAFeway INC. OFFICERS & ASSISTANT OFFICERS

EXECUTIVE OFFICERS

Robert L. Edwards Chief Executive Officer & President	5918 Stoneridge Mall Road Pleasanton, CA 94588
Peter J. Bocian Executive Vice President & Chief Financial Officer	5918 Stoneridge Mall Road Pleasanton, CA 94588
Diane M. Dietz Executive Vice President & Chief Marketing Officer	5918 Stoneridge Mall Road Pleasanton, CA 94588
Kelly P. Griffith Executive Vice President – Retail Operations	5918 Stoneridge Mall Road Pleasanton, CA 94588
Larree M. Renda Executive Vice President – President Safeway Health, Inc.	5918 Stoneridge Mall Road Pleasanton, CA 94588
David F. Bond Senior Vice President – Finance & Control (Chief Accounting Officer)	5918 Stoneridge Mall Road Pleasanton, CA 94588
Robert A. Gordon Senior Vice President, Secretary & General Counsel	5918 Stoneridge Mall Road Pleasanton, CA 94588
Russell M. Jackson Senior Vice President – Human Resources	5918 Stoneridge Mall Road Pleasanton, CA 94588
Barry Libenson Senior Vice President & Chief Information Officer	5918 Stoneridge Mall Road Pleasanton, CA 94588
Melissa C. Plaisance Senior Vice President – Finance & Investor Relations	5918 Stoneridge Mall Road Pleasanton, CA 94588
David R. Stern Senior Vice President – Planning and Business Development	5918 Stoneridge Mall Road Pleasanton, CA 94588
Jerry Tidwell Senior Vice President – Supply Operations	5918 Stoneridge Mall Road Pleasanton, CA 94588

4/6/15

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

Applicant: Safeway Store Forty Six, Inc.

dba: Safeway Store #722

Address: 457 W. Main Street

Type of License: 3.2% Beer – Off Premises

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Inspection on file. Minor Violations

4/9/15
Date

[Signature]
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 15, 2015

4/6/15

*Rec'd
4/6/15
D*

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

Applicant: Safeway Store Forty Six, Inc.

dba: Safeway Store #722

Address: 457 W. Main Street

Type of License: 3.2% Beer – Off Premises

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: - FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: 1) hoses in floor drain + sinks w/air
air gap 2) electrical panel 3' area 3) exit door
access 3' min

Manager will take care of today.
approved

4-7-15
Date

Shirley L. Kelly
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 15, 2015

4/6/2015

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

Applicant's Name: Safeway Stores 46, Inc.

DBA: Safeway Store #722

Business Address: 457 W. Main Street

Type of License: 3.2% Off-Premises

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE:

April 21, 2015

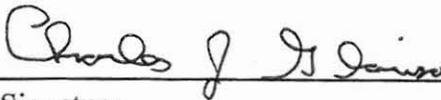
DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No reports

4-9-15
Date

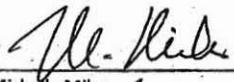

Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE:

April 15, 2015

DISCLOSURE STATEMENT

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



Michelle Miles
12/4/12

Date

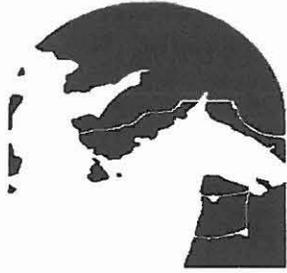
DISCLOSURE STATEMENT

I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Liz Torres
4.8.14

Date



CITY OF TRINIDAD, COLORADO
1876

COUNCIL COMMUNICATION

6b

CITY COUNCIL MEETING: April 21, 2015 Regular Meeting
PREPARED BY: Audra Garrett, City Clerk
PRESENTER: Representative of Mt. Carmel
DEPT. HEAD SIGNATURE: *Audra Garrett*
CITY MANAGER SIGNATURE:

SUBJECT: Beer & Wine liquor license renewal request by Mt. Carmel Health, Wellness and Community Center at 911 Robinson Avenue

RECOMMENDED CITY COUNCIL ACTION: Approval of the renewal.

SUMMARY STATEMENT: This is the annual renewal application submitted by the licensee.

EXPENDITURE REQUIRED: No.

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

- The application is in order.
- The Fire Chief reports an inspection report is on file.
- The departmental report from the Building Inspector indicates compliance.
- The Police Department had no calls for service.
- The Health Department reported compliance.
- Disclosure statements provided by Councilmembers Miles and Torres are attached.
- Appropriate fees have been paid.

CONTACT FOR INFORMATION:

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

6b

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$351.25 \$308.75
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	\$308.75 \$351.25

MT CARMEL HEALTH, WELLNESS & COMMUNITY
 CENTER
 PO BOX 504
 TRINIDAD CO 81082

Make check payable to: Colorado Department of Revenue.
 The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name MT CARMEL HEALTH, WELLNESS & COMMUNITY CENTER		DBA MT CARMEL HEALTH, WELLNESS & COMMUNITY CENTER		
Liquor License # 4701275	License Type Arts License (city Beer & Wine)	Sales Tax License # 26595008	Expiration Date 5/7/2015	Due Date 3/23/2015
Street Address 911 ROBINSON AVENUE TRINIDAD CO 81082				Phone Number (719) 845 4800
Mailing Address PO BOX 504 TRINIDAD CO 81082				
Operating Manager Karl Gabrielson	Date of Birth [REDACTED]	Home Address [REDACTED]		Phone Number [REDACTED]

- Do you have legal possession of the premises at the street address above? YES NO
 Is the premises owned or rented? Owned Rented* *If rented, expiration date of lease _____
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. YES NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business MARTHA ANN HACKETT	Title Administrative Assistant
Signature [Signature]	Date 3/25/15

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For Trinidad	Date
Signature	Title Mayor
	Attest

4/6/15

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

Applicant: Mt. Carmel Health, Wellness & Community Center

dba: Mt. Carmel Health, Wellness & Community Center

Address: 911 Robinson Avenue

Type of License: Beer & Wine

Renewal Transfer Change of Location New Special Event

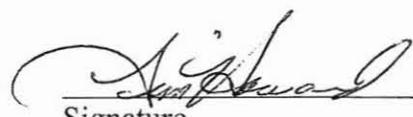
FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection on file

4-7-15
Date


Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 15, 2015

4/6/15

*Rec'd
4/15/15
B*

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

Applicant: Mt. Carmel Health, Wellness & Community Center

dba: Mt. Carmel Health, Wellness & Community Center

Address: 911 Robinson Avenue

Type of License: Beer & Wine

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE: April 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved

4-7-15
Date

Cheri S. Kelley
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 15, 2015

4/6/2015

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

Applicant's Name: Mount Carmel Health, Wellness & Community Center

DBA:

Business Address: 911 Robinson Avenue

Type of License: Beer & Wine

Renewal Transfer Change of Location New Special Event

FOR CONSIDERATION AT
COUNCIL MEETING DATE:

April 21, 2015

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS:

No records found

4-9-15
Date

Charles J. Gowan
Signature

RETURN TO THE CITY CLERK'S OFFICE BEFORE: April 15, 2015

Audra Garrett

From: John Martinez [jmartinez@la-h-health.org]
Sent: Monday, April 06, 2015 11:31 AM
To: Audra Garrett
Subject: Re: liquor

Hi Audra;
Mt. Carmel Health, Wellness and Community Center is in Compliance with this Agency.....John Martinez Las Animas/Huerfano County Health Department.

On Mon, Apr 6, 2015 at 10:34 AM, Audra Garrett <audra.garrett@trinidad.co.gov> wrote:

Hi John,

Please verify compliance with your office for Mt. Carmel Health, Wellness and Community Center with respect to their liquor license. Thank you.

Audra Garrett Asst. City Manager

City of Trinidad

135 N. Animas Street

Trinidad, CO 81082

(719) 846-9843 ext. 135

(719) 846-4140 fax

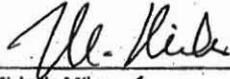
audra.garrett@trinidad.co.gov



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John Martinez Environmental Health

DISCLOSURE STATEMENT

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



Michelle Miles
12/4/12

Date

DISCLOSURE STATEMENT

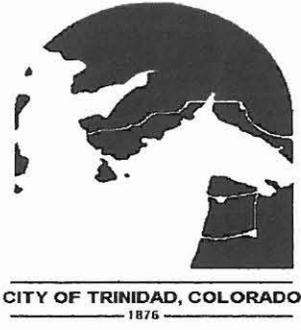
I, Liz Torres, hereby state and affirm that I am a member of Ristras Restaurant and Cantina, LLC, a Colorado limited liability company formed on February 13, 2014, whose principal office address is 516 Elm Street, Trinidad, Colorado, 81082; that said limited liability company owns and operates Ristras Restaurant and Cantina, a hotel and restaurant licensed entity, licensed under Title 12, Articles 46 or 47, CRS 1973, as amended of the State of Colorado and under Chapter 3 of the Municipal Code of the City of Trinidad, located at 516 Elm Street, in the City of Trinidad, County of Las Animas, State of Colorado; that I hold a 34% interest in Ristras Restaurant and Cantina, LLC; and, that I am able to act independently upon liquor licensing matters that come before the Trinidad City Council, the local liquor licensing authority, of which I am a member.



Liz Torres
4.8.14

Date

bc



COUNCIL COMMUNICATION

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

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

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

SUMMARY STATEMENT: N/A

EXPENDITURE REQUIRED: No

SOURCE OF FUNDS: N/A

POLICY ISSUE: N/A

ALTERNATIVE: N/A

BACKGROUND INFORMATION:

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

To the Medical Center and Retail Store, add a sales counter that creates an additional point of sale with a display case. They are also seeking to add two video surveillance cameras and supply cabinets behind the counters.

Inspections will be required after modifications are made.

bc

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

Marijuana Enforcement Division Report of Changes

Current License Number (All Answers Must Be Printed Legibly or Typewritten)
 402-00949 and 402R-00389

1. Name of Business requesting changes or Person requesting duplicate badge
 M & M Distributing LLC

2. Trade Name

3. Business address or personal address if requesting a duplicate badge 422 N. Commercial St.	City Trinidad	State CO	ZIP 81082
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Select the Appropriate Section Below and Proceed to The Instructions on Page2.
 (Please refer to fee schedule on the website—www.colorado.gov/revenue/med)

Section A—Duplicate License		Section B	
<input type="checkbox"/> Duplicate Business License	\$	<input type="checkbox"/> Change Corp. or Trade Name Permit (ea)	\$
<input type="checkbox"/> Duplicate Badge	\$	<input type="checkbox"/> Change Location Permit – Medical	\$
		<input type="checkbox"/> Change Location Permit – Retail	\$
		<input checked="" type="checkbox"/> Change, Alter or Modify Premises	
	\$ 120.00	x 2	Total Fee \$ 240.00

Oath of Applicant (For Duplicate License or Badge Only)

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

Signature <i>Terri De Angelis</i>	Date 03/30/15
--------------------------------------	------------------

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.	Total Amount Due	\$ 240.00
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3. Modification of Premises

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

A. Describe Change proposal

Add a sales counter that creates an additional point-of-sale with a display case. Addition of 2 video surveillance cameras. Add supply cabinets behind the counters.

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

Start (MM/DD/YY)

End (MM/DD/YY)

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

(If yes, explain in detail, describe any exemptions that apply and provide a copy of the exemption or local ordinance)

Yes No

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

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

Oath of Applicant

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

Signature

Terri De Angelis

Title

Owner

Date

3/31/15

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

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

Local Licensing Authority (City or County)

Date Filed With Local Authority

Signature

Title

Date

Report of State Licensing Authority

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

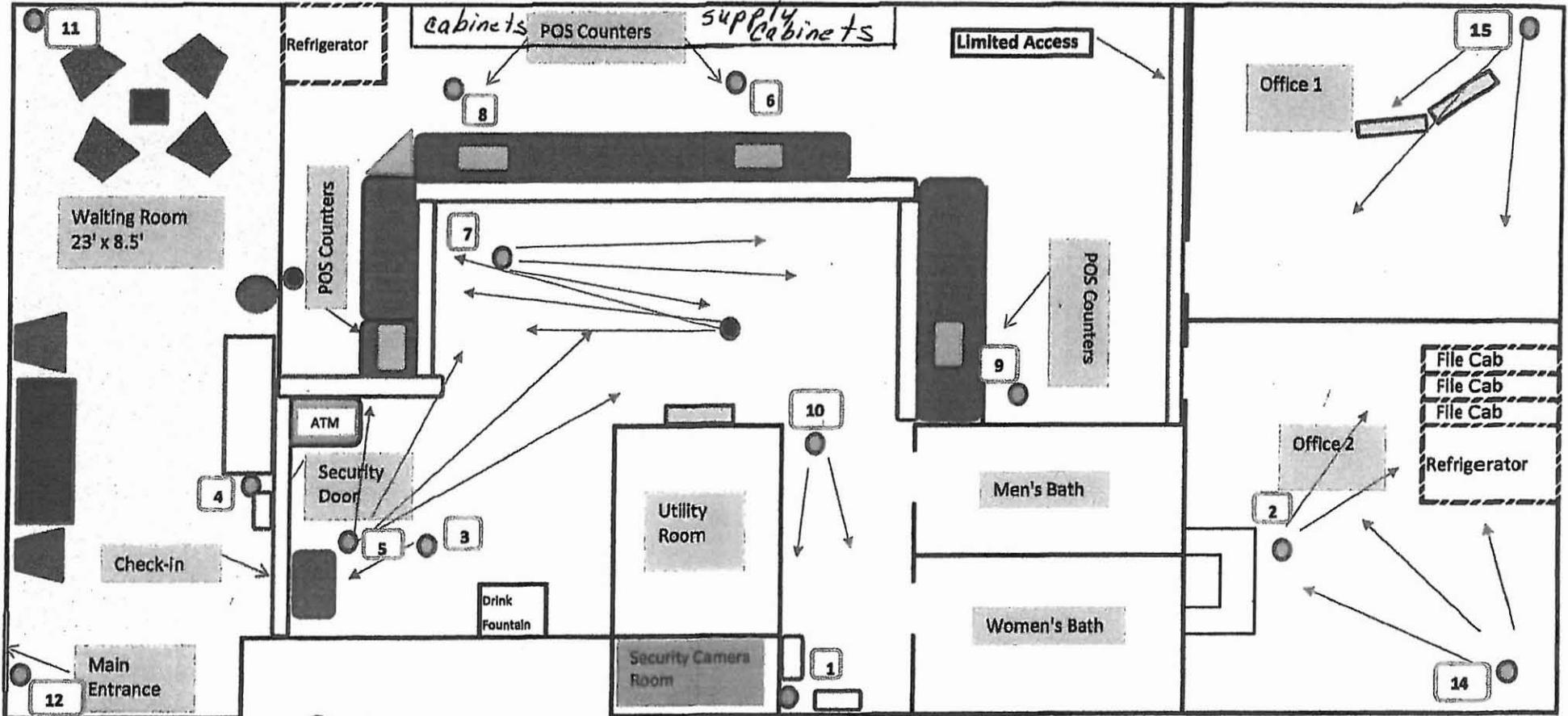
Signature

Title

Date

M&M Distributing LLC,
Office Diagram

Requested change



● New Video Camera Req.

Legend:

● Video Camera

▭ POS System

▭ Limited Access

M305 - Security Alarm System and Lock Standards Summary;
Installed by Alarm Inst. Company
All Perimeter entry points and perimeter windows
Continuously monitored, monitoring service ok.
Schematic of all security Zones

M306 Video Surveillance
Stored in secure location
Digital quality, still photo capable, print to color printer
4hr min., battery back-up
All limited access areas, point of Sale

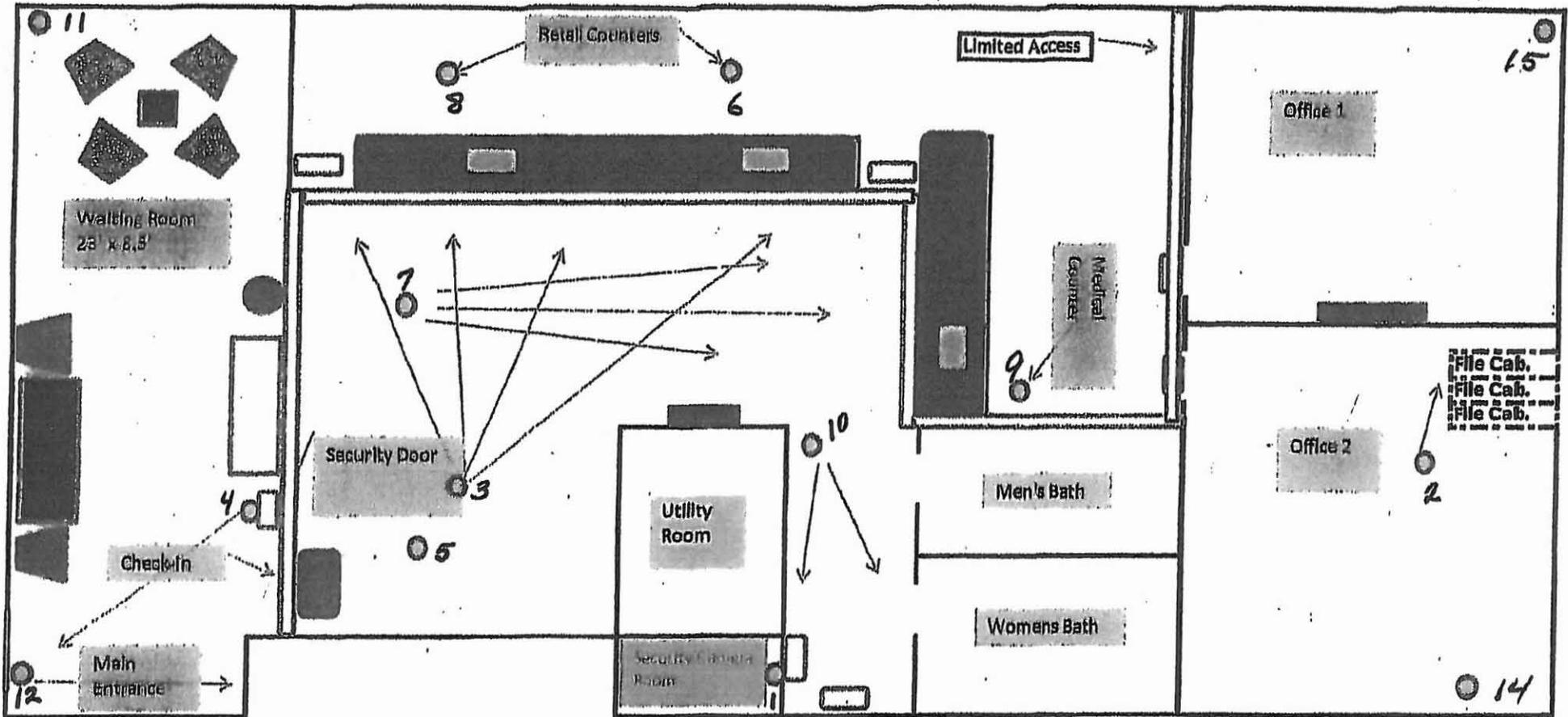
Locations:

- All Limited Access
- Point of Sale
- Security Room
- All points of ingress or egress to limited access areas
- Display Areas
- All point of ingress or egress to exterior.

Entrance and Exits recorded from both Indoor and outdoor 24 hrs./dy

old

M&M Distributing LLC, Office Diagram



- Legend:**
- Video Camera
 - POS System
 - Limited Access

M305 - Security Alarm System and Lock Standards Summary;
 Installed by Alarm Inst. Company
 All Perimeter entry points and perimeter windows
 Continuously monitored, monitoring service ok.
 Schematic of all security Zones

M306 Video Surveillance
 Stored in secure location
 Digital quality, still photo capable, print to color printer
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 All limited access areas, point of Sale

Locations:
 All Limited Access
 Point of Sale
 Security Room
 All points of Ingress or egress
 to limited access areas
 Display Areas
 All point of Ingress or egress
 to exterior.

Entrance and Exits recorded
 from both Indoor and outdoor
 24 hrs./dy

04/06/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: M & M Distributing, LLC - MODIFICATION OF PREMISES

dba:

Address: 422 N. Commercial Street

Type of License: Medical Marijuana Center and Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

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

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: inspection on file - will reinspect upon completion of remodel.

4/6/15
Date

[Signature]
Signature

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

04/06/15

Rec'd 4/16/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: M & M Distributing, LLC - MODIFICATION OF PREMISES

dba:

Address: 422 N. Commercial Street

Type of License: Medical Marijuana Center and Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

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

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: Approved

4-7-15
Date

Shirley D. Kelley
Signature

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

04/06/15

DEPARTMENTAL INSPECTION REPORT
MARIJUANA LICENSE APPLICATION

Applicant: M & M Distributing, LLC - MODIFICATION OF PREMISES

dba:

Address: 422 N. Commercial Street

Type of License: Medical Marijuana Center and Retail Marijuana Store

Renewal Transfer Change of Location New Special Event

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

DEPARTMENT REVIEW

DEPARTMENT: FIRE / INSPECTION / POLICE / HEALTH DEPARTMENT

COMMENTS: STILL IN CONSTRUCTION / PLANNING STAGE -
MUST BE REINSPECTED AFTER COMPLETION.

4-10-15
Date

Charles J. DeLuca
Signature

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