

REGULAR TOWN BOARD MEETING  
MORRISON TOWN HALL  
110 STONE STREET  
TUESDAY, OCTOBER 4, 2016  
6:00 P.M.

(NOTE: ALL AGENDA ITEMS ARE ELIGIBLE FOR DISCUSSION AND POSSIBLE VOTE BY THE BOARD OF TRUSTEES. ADDITIONAL ITEMS MAY BE ADDED & VOTED UPON)

1. CALL TO ORDER
2. ROLL CALL
3. AMENDMENTS TO THE AGENDA
4. PUBLIC TO ADDRESS THE BOARD
5. PRESENTATIONS AND HEARINGS
  - a) Superintendent Dan McMinimee, - Jefferson Public Schools, Ballot Measures
  - b) Cionetti Enterprises, Inc. d/b/a Café Prague, Liquor License Transfer
6. GENERAL BUSINESS
  - a) C-470/Alameda Southeast – Rooney Ranch Business Center ODP Rezoning
  - b) Rooney Valley Master Plan Adoption Date
  - c) CIRSA – Town Hall ADA Compliant
  - d) Noise Sign Contact – RGD Acoustics, Inc.
7. DEPARTMENTAL REPORTS
  - a. Utility
  - b. Police Department
  - c. Town Administrator
  - d. Attorney
8. CONSENT AGENDA
  - a. Minutes
  - b. Payroll
  - c. Vouchers
9. BOARD COMMENTS
10. ADJOURNMENT

Reasonable accommodation will be provided upon requests for persons with disabilities. If you require any special accommodation in order to attend a Town Board of Trustees meeting, please call the Town Clerk at 303-697-8749. Next Board of Trustees meeting, Tuesday, October 18, 2016, at 6:00 P.M.



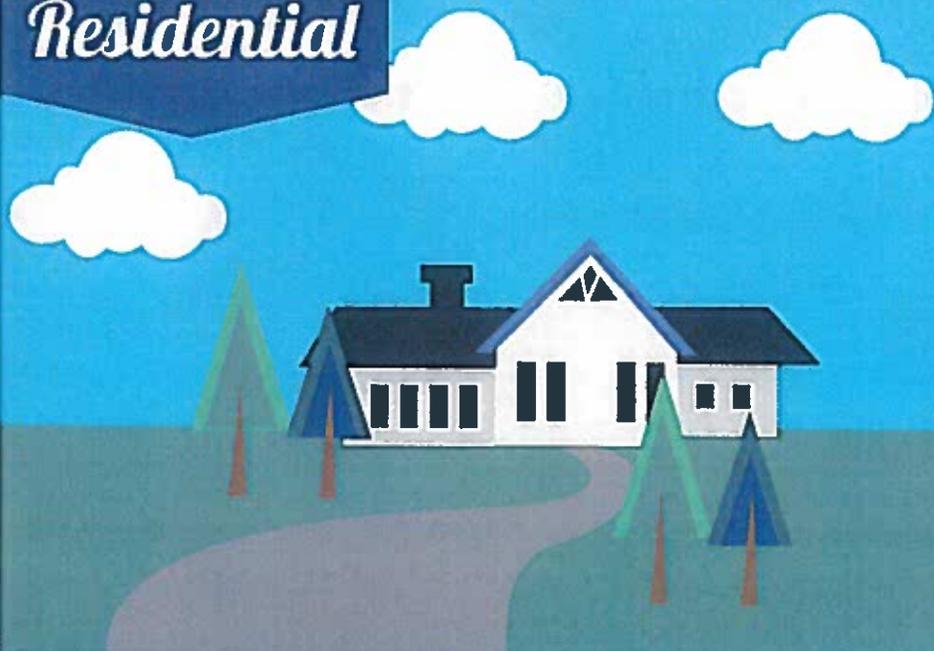




# If Voters Approved a \$535M Bond & a \$33M Mill Levy Override for Schools, How Much Would I Pay?

 JEFFCO PUBLIC SCHOOLS

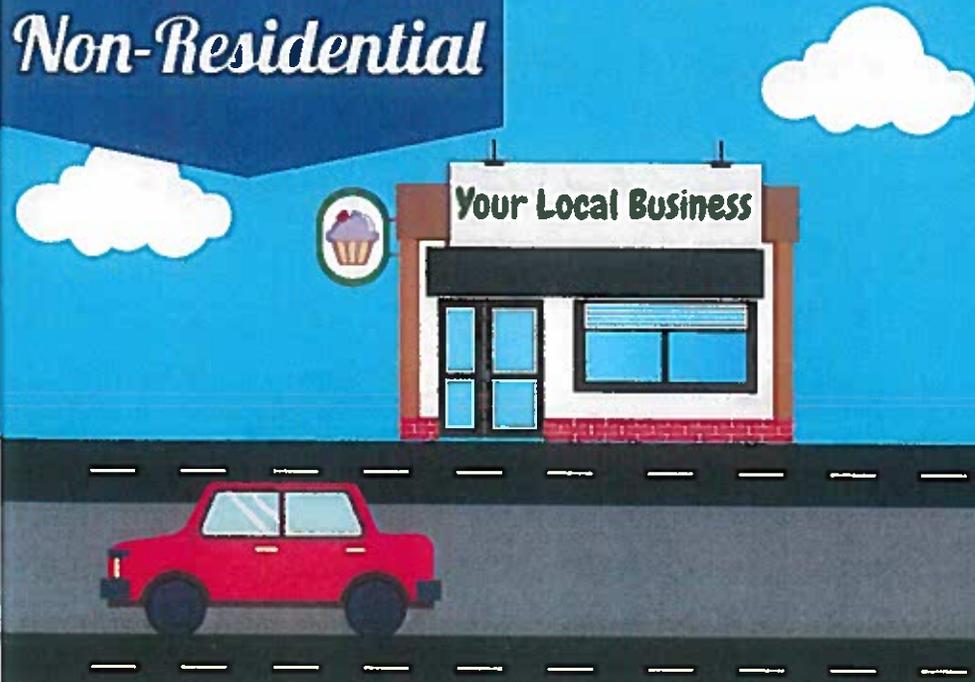
## Residential



*Cost per \$100K Home Value*

**\$4.12/month**  
or  
\$49.51/year

## Non-Residential



*Cost per \$100K Property Value*

**\$15.03/month**  
or  
\$180.38/year

# What/who would the additional funding support?

## Bond

- **Improvements & Repairs** to **110 schools**



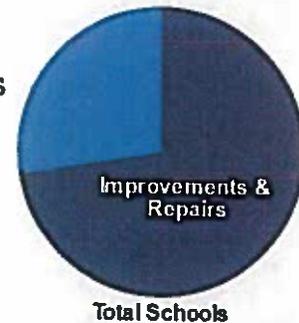
- Major renovations/additions of **45 schools & facilities**

- **4 replacement** and **3 new** elementary schools

- **Security** upgrades



- Portion to public charter schools



## Mill Levy Override

- Compensation to **attract/retain good teachers**



- **Funding for STEM/tech and prep for workforce/college**  
(more money for schools)

- **Mental health, security**



- Cover any **funding gaps** if state reduces funding

- Portion to public charter schools



For more information, please visit [www.jeffcopublicschools.org](http://www.jeffcopublicschools.org).

**Resolution in Support of Jeffco Public Schools  
Bond Issue and Mill Levy Override on November 8, 2016 Election Ballot**

WHEREAS, the Town of Morrison received a presentation from Superintendent Dan McMinimee on the current state of Jeffco Public Schools on October 4, 2016; and,

WHEREAS, Superintendent McMinimee outlined the state of the school district's facilities, the goals of the district's 2020 Vision strategic plan for student achievement and the funding expected from the state of Colorado to meet the needs of our thriving students; and,

WHEREAS, the Jeffco Public Schools Board of Education took community feedback into account before placing the bond and mill levy questions on the November ballot to include 14 community forums April-June, seven formal public comment opportunities and the message heard was that neighborhood schools are an important asset to the Jeffco community; and,

WHEREAS, despite local increases in property tax revenue, Jeffco Schools sees no commensurate increase unless the state increases funding per student statewide; and,

WHEREAS, Jeffco Public Schools has not received approximately \$490 million which otherwise would have gone to educate and support Jeffco students since the implementation of the state's 'negative factor' in 2009 - making Colorado 40<sup>th</sup> in the nation in spending on public K-12 education; and,

WHEREAS, Jeffco Schools is falling behind metro area districts and losing its competitive edge in retaining and attracting quality educators; and,

WHEREAS, Jeffco classrooms will benefit from additional funds for science, technology, engineering and math instruction to prepare for the workforce of tomorrow today - as well as interventions to support struggling students to succeed; and,

WHEREAS, the median age of Jeffco schools is 45 years; and,

WHEREAS, each school in the district will receive funds to improve, update or repair classrooms and school facilities; and,

WHEREAS, strong, successful communities invest in infrastructure to attract new businesses and families so that Jeffco Schools' taxpayer-owned schools and education system improve local property values; and,

WHEREAS, as the elected leaders of our community, we want every child to have a quality teacher, learning in a safe environment, and to be provided the instruction and skills necessary for success in college and the workplace.

NOW, THEREFORE BE IT RESOLVED on this \_\_\_\_ day of \_\_\_\_\_ 2016, that the Morrison Town Board supports Jeffco Public Schools' two initiatives on the November 8, 2016 general election ballot and urges all Edgewater and Jefferson County voters to support the \$535 million bond issue and \$33 mill levy override questions.

\_\_\_\_\_  
Sean Forey  
Mayor, Town of Morrison

Attest:

\_\_\_\_\_  
Brewster Caesar, Mayor Pro Tem

TOWN OF MORRISON  
BOARD OF TRUSTEES REGULAR MEETING  
September 6, 2016  
Board Action Form

---

SUBJECT: Café Prague transfer application for a liquor license.

PROCEDURE: Call the Morrison Liquor License Authority to order.

1. Staff and the Attorney have reviewed the application for completeness.
2. The Board can ask questions of the applicant.

TOWN ATTORNEY REVIEW:  YES  NO

MOTION: Motion to approve the Transfer of Liquor License Application for Café Prague.

Close the Morrison Liquor License Authority.



## APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

**Instructions:** This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

### ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

#### I. APPLICANT INFORMATION

- A. Applicant/Licensee identified.
- B. State sales tax license number listed or applied for at time of application.
- C. License type or other transaction identified.
- D. Return originals to local authority.
- E. Additional information may be required by the local licensing authority.

#### II. DIAGRAM OF THE PREMISES

- A. No larger than 8 1/2" X 11".
- B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- C. Separate diagram for each floor (if multiple levels).
- D. Kitchen - identified if Hotel and Restaurant.

#### III. PROOF OF PROPERTY POSSESSION

- A. Deed in name of the Applicant ONLY (or)
- B. Lease in the name of the Applicant ONLY.
- C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- D. Other Agreement if not deed or lease.

#### IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

- A. Individual History Record(s) (Form DR 8404-I).
- B. Fingerprints taken and submitted to local authority. (State authority for master file applicants.)
- C. Purchase agreement, stock transfer agreement, and or authorization to transfer license.
- D. List of all notes and loans.

#### V. CORPORATE APPLICANT INFORMATION (If Applicable)

- A. Certificate of Incorporation (and/or)
- B. Certificate of Good Standing if incorporated more than 2 years ago.
- C. Certificate of Authorization if foreign corporation.
- D. List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

#### VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

- A. Partnership Agreement (general or limited). Not needed if husband and wife.

#### VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

- A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office).
- B. Copy of operating agreement.
- C. Certificate of Authority (if foreign company).

#### VIII. MANAGER REGISTRATION FOR HOTEL AND RESTAURANT, TAVERN LICENSES WHEN INCLUDED WITH THIS APPLICATION

- A. \$75.00 fee.
- B. Individual History Record (DR 8404-I).

6. 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

7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):  
 (a) been denied an alcohol beverage license?    
 (b) had an alcohol beverage license suspended or revoked?    
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?    
 If you answered yes to 7a, b or c, explain in detail on a separate sheet.

8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.

9. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?

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

11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?  
 Ownership  Lease  Other (Explain in Detail)

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

Landlord <u>BEAR CREEK DEVELOPMENT</u>	<u>CORP.</u>	Tenant <u>CIONETTI ENTERPRISES, LLC</u>	Expires
---	--------------	---	---------

Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)

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

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
<u>N/A</u>			

*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.*

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises**  
 Has a local ordinance or resolution authorizing optional premises been adopted? Yes  No

Number of separate Optional Premises areas requested. \_\_\_\_\_ (See License Fee Chart)

14. **Liquor Licensed Drug Store applicants, answer the following:**  
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED. Yes  No

15. **Club Liquor License applicants answer the following and attach:**  
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes  No   
 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?    
 (c) How long has the club been incorporated? \_\_\_\_\_ (Three years required)  
 (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?

16. **Brew-Pub License or Vintner Restaurant Applicants answer the following:**  
 (a) Has the applicant received or applied for a Federal Permit? Yes  No   
 (Copy of permit or application must be attached)

17a. Name of Manager (for all on-premises applicants) DENNIS B CIONETTI (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I). Date of Birth [REDACTED]

17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes  No

18. **Tax Distraint Information.** Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes  No

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
DENNIS CIONETTI	[REDACTED]	[REDACTED]	DIRECTOR PRESIDENT	100
	DENVER, CO 80220			
JEANETTE CIONETTI	SAME	[REDACTED]	SECRETARY	0

\*If total ownership percentage disclosed here does not total 100% applicant must check this box

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

**Additional Documents to be submitted by type of entity**

- CORPORATION     Cert. of Incorp.     Cert. of Good Standing (if more than 2 yrs. old)     Cert. of Auth. (if a foreign corp.)  
 PARTNERSHIP     Partnership Agreement (General or Limited)     Husband and Wife partnership (no written agreement)  
 LIMITED LIABILITY COMPANY     Articles of Organization     Cert. of Authority (if foreign company)     Operating Agrmt.  
 ASSOCIATION OR OTHER    Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable)

DENNIS B. CIONETTI

Address for Service

[REDACTED] DENVER CO 80220

**OATH OF APPLICANT**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature

*Dennis B. Cionetti*

Title

DIRECTOR - PRESIDENT

Date

AUG 22, 2016

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

Date application filed with local authority

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.

**THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:**

That each person required to file DR 8404-I (Individual History Record) has:

- |  |                          |                          |
|--|--------------------------|--------------------------|
| <input type="checkbox"/> Been fingerprinted.....   | Yes                      | No                       |
| <input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants..... | <input type="checkbox"/> | <input type="checkbox"/> |

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license.....

(Check One)

- Date of Inspection or Anticipated Date \_\_\_\_\_  
 Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for

The Town Of Morrison

Telephone Number

303-697-8749

- TOWN, CITY  
 COUNTY

Signature

*Paul [Signature]*

Title

Town Clerk

Date

Signature (attest)

Title

Date

**MORRISON  
POLICE DEPARTMENT**



321 Colorado Highway 8  
Morrison, Colorado 80465  
Phone: 303-697-4810  
Fax: 303-697-4620



**RUDY SANDOVAL**  
Chief of Police

To: Mayor, and Board of Trustees

From: Rudy Sandoval, Police Chief

Date: September 27, 2016

Subject: Records check on Applicant for Business Ownership

On September 27, 2016, we received a request from Town Clerk, Charla Bryant, to do a records check on the Transfer of Ownership for Dennis Cionetti of Café Prague, 209 Bear Creek Ave, Morrison, CO 80465.

A records check on the applicant revealed the following information:

The applicant is clear, has no outstanding wants or warrants, and no alcohol related violations. Jefferson County has submitted Cionetti's fingerprints to CBI and results are pending.

End of report.

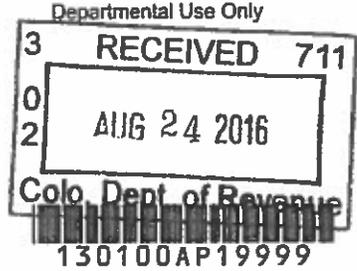
A handwritten signature in black ink, appearing to read "Rudy Sandoval".

Rudy Sandoval, Chief of Police  
Morrison Police Department



EFT Ach Credit

# Colorado Sales Tax Withholding Account Application



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

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

Do you have a Department of Revenue Account Number?  Yes  No If Yes, Account Number  
040-39554

2. Indicate Type of Organization. If you are not an individual you must have a FEIN number.

<input type="checkbox"/> Individual	<input type="checkbox"/> Limited Liability Company (LLC)	<input checked="" type="checkbox"/> Corporation/S' Corp.	<input type="checkbox"/> Government
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Liability Partnership (LLP)	<input type="checkbox"/> Association	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership (LLLP)	<input type="checkbox"/> Estate/Trust	<input type="checkbox"/> Non-Profit (Charitable)

**B** 1a. Last Name or Business Name First Name Middle Initial  
 CIONETTI ENTERPRISES, INC

1b. Proof of Identification (Requirements - See page 4)  
 DRIVERS LIC. # [REDACTED]

2a. Trade Name/ Doing Business As (If applicable, and for informational purposes only) 2b. FEIN (required) 2c. SSN  
 CAFE PRAGUE [REDACTED] [REDACTED]

**Physical Place of Business**

3a. Principal Address (A Colorado address is required if a location in the state) City State Zip  
 209 BEAR CREEK AVE. MORRISON CO 80465

3b. County 3c. If business is within limits of a city, what city? 3d. Phone Number  
 JEFFERSON MORRISON [REDACTED]

**Mailing address -- enter mailing address here if different than the physical address**

4a. Last Name or Business Name First Name Middle Initial 4b. Phone Number  
 CIONETTI DENNIS B [REDACTED]

4c. Mailing Address City State Zip  
 209 BEAR CREEK AVE. P.O. BOX 644 MORRISON CO 80465

5. List specific products ( you must list the products you sell) and/or services you provide and Explain In Detail in section 5a. below.

Do you sell motor vehicle tires? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you rent out items for 30 days or less? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you sell alcohol? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do you sell Prepaid Wireless? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you sell tobacco products? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you sell medical marijuana? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Is your business in a special taxing district? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Do you sell adult usage marijuana? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Do you rent motor vehicles for less than 45 days? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

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

RESTAURANT AND BAR SERVICES WITH H&R FULL LICENSE

6a. Owner/Partner/ Corp. Officer Last Name Owner/Partner/ Corp. Officer First Name Middle Initial  
 CIONETTI DENNIS B

6b. Title 6c. FEIN 6d. SSN 6e. Phone Number  
 PRESIDENT [REDACTED] [REDACTED] [REDACTED]

6f. Address City State Zip  
 [REDACTED] DENVER CO 80220

7a. Owner/Partner/ Corp. Officer Last Name Owner/Partner/ Corp. Officer First Name Middle Initial

7b. Title 7c. FEIN 7d. SSN 7e. Phone Number

7f. Address City State Zip

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

8a. Prior Last Name or Business Name First Name Middle Initial 8b. Date of Acquisition (MM/DD/YY)  
 CAFE PRAGUE [REDACTED] [REDACTED] @ SEPT 15, 2016

8c. Address City State Zip  
 209 BEAR CREEK AVE MORRISON CO 80465

(Form continued on page 2)



0 130100AP29999

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

2a. Filing Frequency: If sales tax is collected:  
 \$15.00/ month or less — Annually  Under \$300/ month — Quarterly  
 Wholesale Only — Annually  \$300/ month or more — Monthly

2b. First Day of Sales (MM/DD/YY) @  
 SEPT 15, 2010

3. Indicate which applies to you:  Retail-Sales  Wholesaler  Charitable  Retailers Use

Revenue Registration Account Number (Dept Use Only)  
 [REDACTED]

**D** 1. Filing frequency if wage withholding amount is W2 (Withholding of \$50,000 plus see Section D page 6)  
 \$1 - \$6,999/Year — Quarterly  \$7,000 - \$49,999/ Year — Monthly  \$50,000 +/- Year — Weekly

2.  W2 Withholding  1099 Withholding

1a. Filing frequency if wage withholding amount is 1099 (Withholding of \$50,000 plus see Section D page 6)  
 \$1 - \$6,999/Year — Quarterly  \$7,000 - \$49,999/ Year — Monthly  \$50,000 +/- Year — Weekly

2a.  Oil/Gas Withholding

3a. First Day of Payroll, if applicable (MM/DD/YY) @  
 SEPT 15, 2010

3b. Payroll Records Phone Number

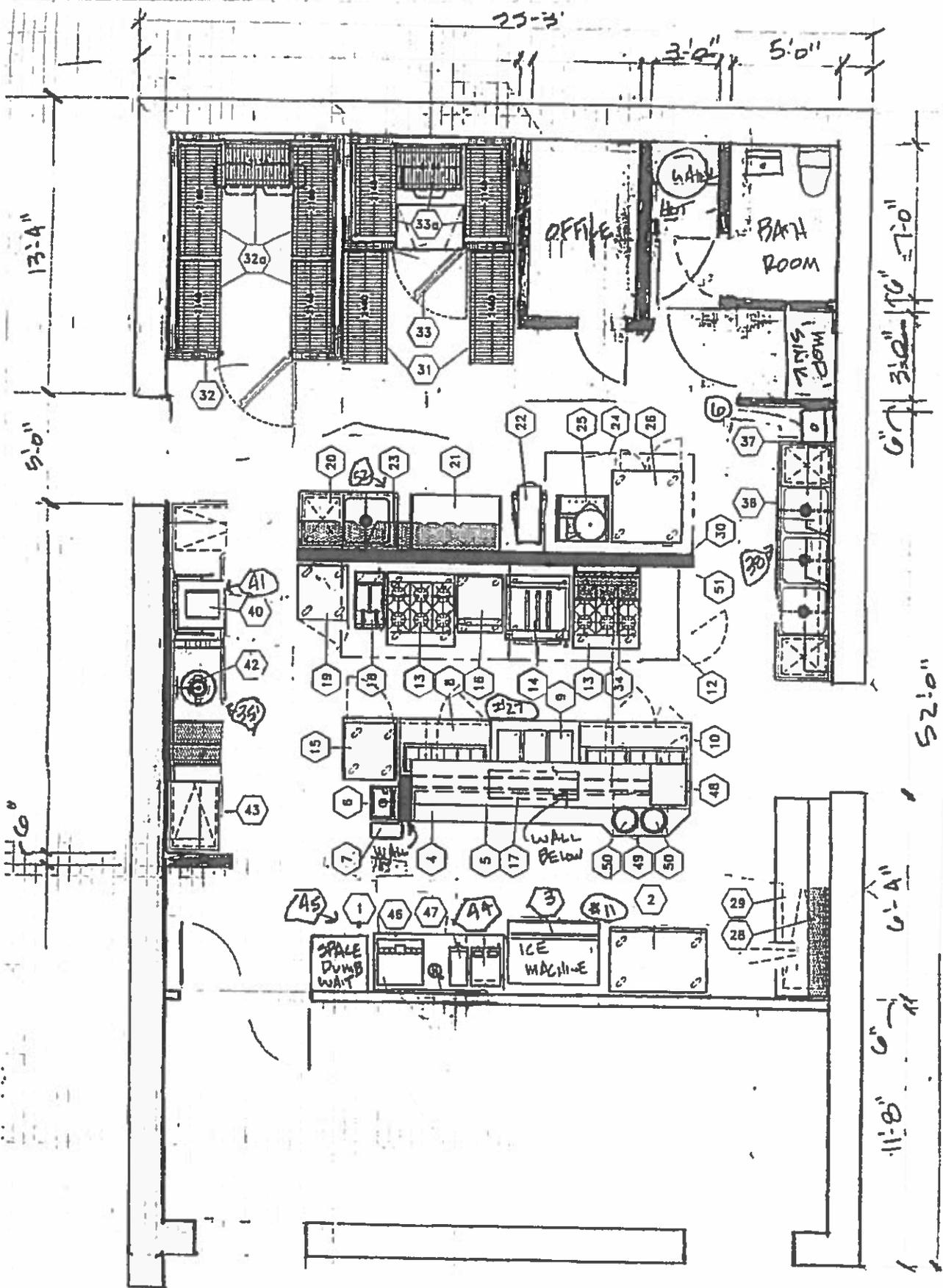
E	Period Covered		Fees (see fees on page 3)			
	From MM/YY @	To MM/YY @				
	9/16		(0020-810)	State Sales Tax Deposit	(355) \$	50.00
	9/16	12/17	(0080-750)	Sales Tax License	(999) \$	12.00
		12/	(0100-750)	Wholesale License	(999) \$	00.00
			(1000-750)	Wage W2 Withholding	(999) \$	00.00
			(1020-750)	1099 Withholding	(999) \$	00.00
		12/	(0160-750)	Charitable License	(999) \$	00.00
Mail to and Make Checks Payable to: Colorado Department of Revenue, Denver, CO 80261-0013			Amount Owed \$		62.00	

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

**F** I declare under penalty of perjury in the second degree that the statements made in this application are true and complete to the best of my knowledge.

Signature of Owner, Partner, or Corporate Officer Required: *Dennis B. Clements* Title: PRESIDENT Date (MM/DD/YY) @: 8/20/2010

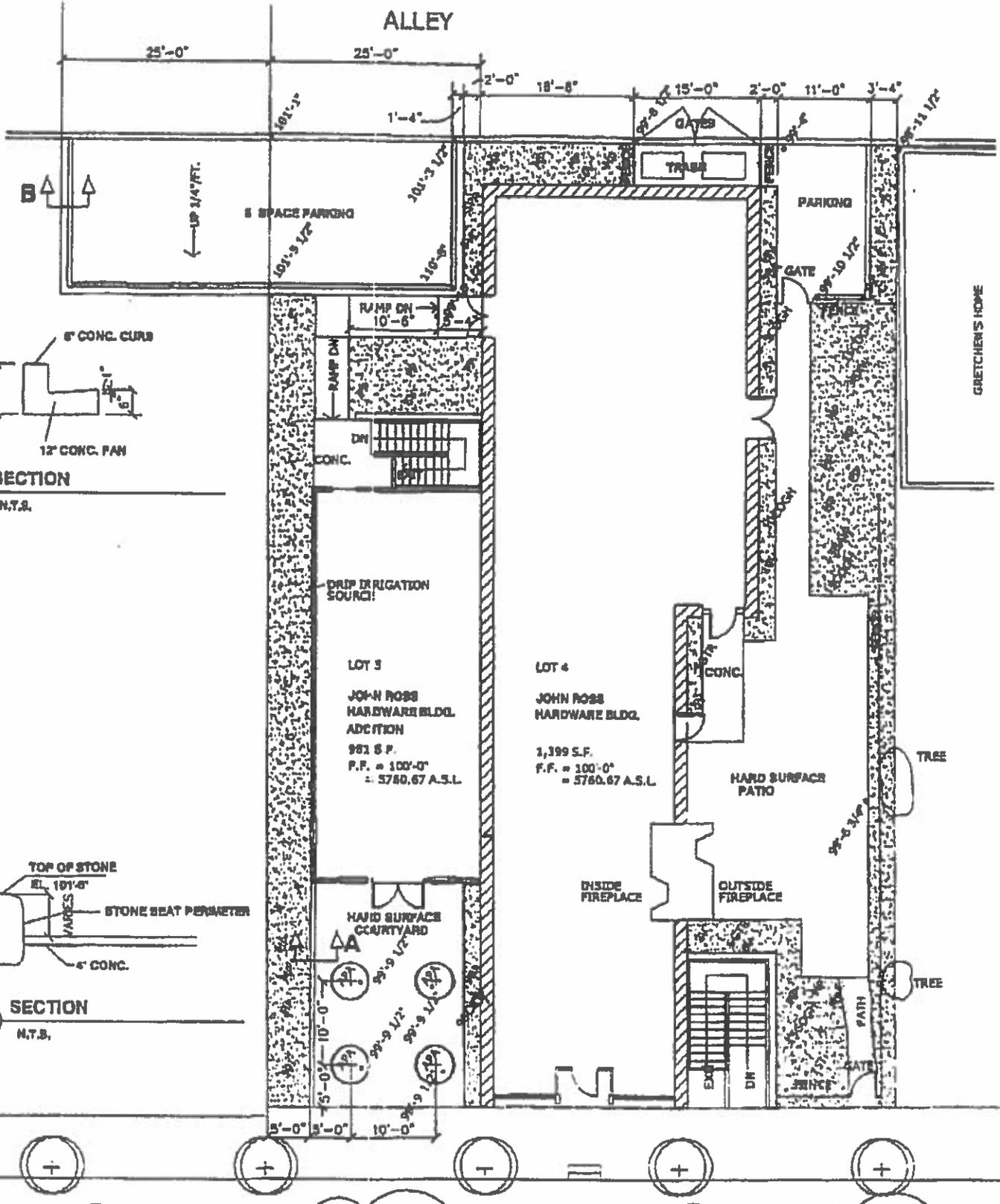
(See fees and additional information on page 3)



KITCHEN PLAN

1/4" = 1'-0"





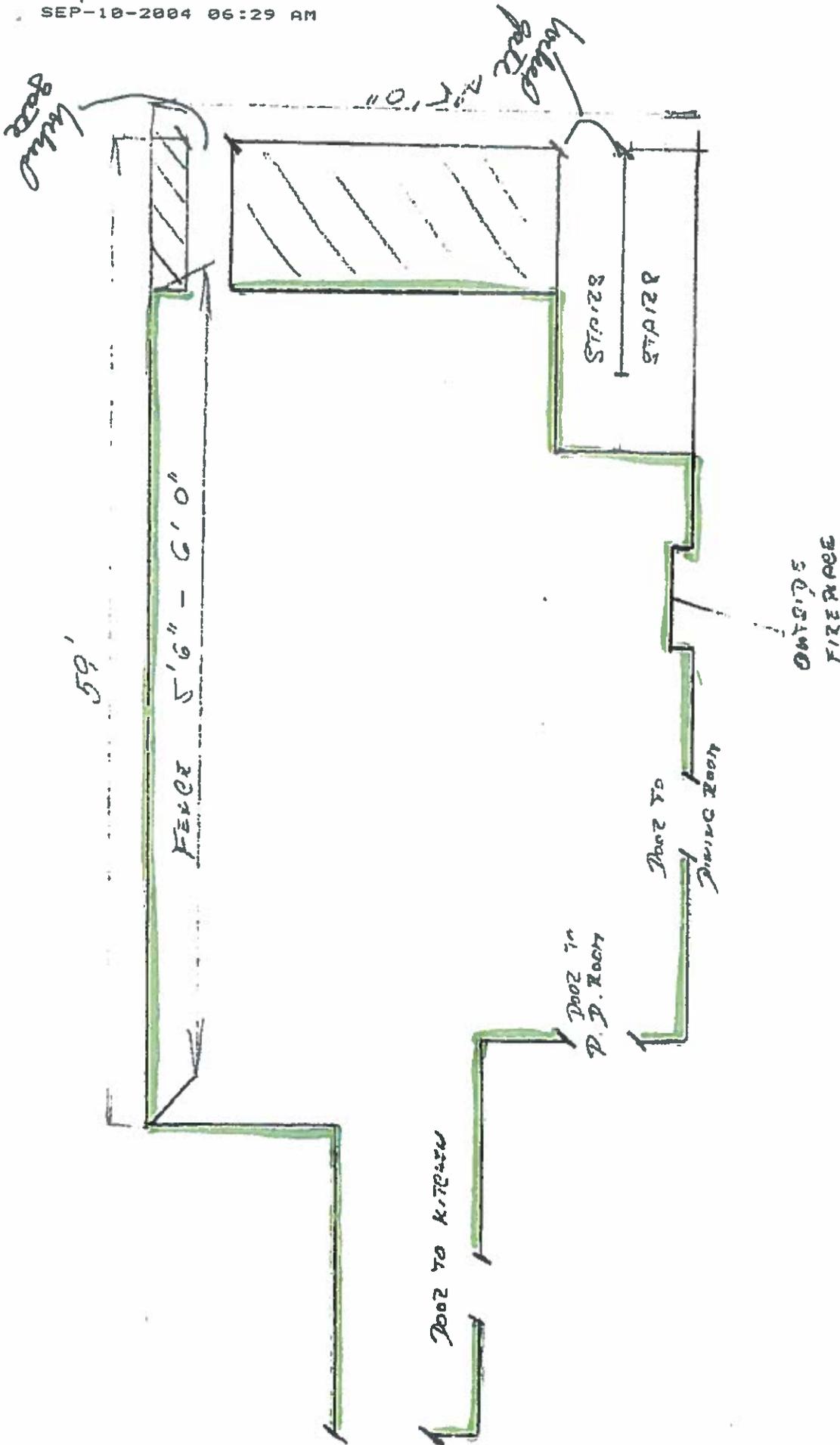
**B** SECTION  
N.T.S.

**A** SECTION  
N.T.S.

# LANDSCAPE PLAN

207 - 211  
BEAR CREEK AVENUE

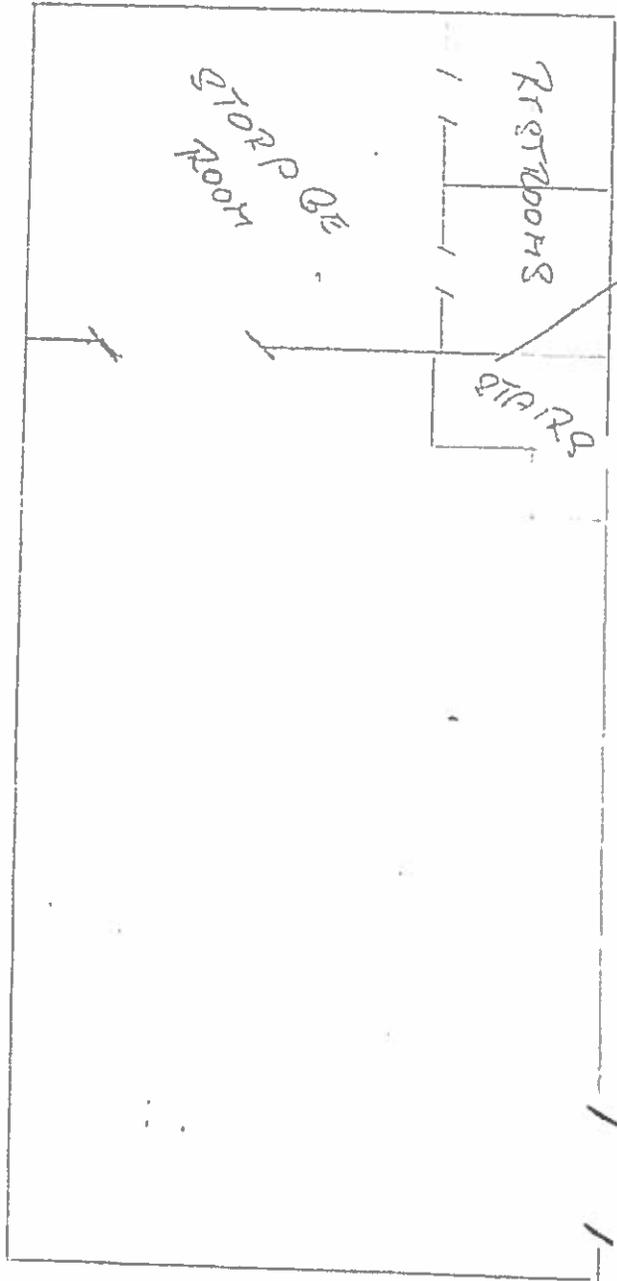
1  
SCALE: 1/16" = 1'-0"



PATIO - CAFE PRABHU

109 BEAR CREEK AVE

CAFE PRAGUE - LOWER LEVEL



## BUSINESS LEASE

This lease, dated September 1, 2004, is between Jeffrey N. Bradley, Landlord, and G.T.P., Inc., a Colorado Corporation, Tenant. In consideration of the payment of the rent and the performance of the covenants and agreements by the Tenant set forth herein, Landlord does hereby lease to Tenant the following-described premises situate in Jefferson County, in the State of Colorado; the address of which is 209 Bear Creek Avenue, Morrison, Colorado  
(Property Address)  
Lots 4 and 5, Block 4, Morrison, County of Jefferson, Colorado  
(Legal Description)

Said premises, with all appurtenances, are leased to the Tenant from the date of November 1, 2004 until the date of October 31, 2009, at and for a minimum rental for as set forth in Exhibit A attached hereto payable in minimal monthly installments as set forth on Exhibit A attached hereto in advance, on the 20th day of each calendar month during the term of this lease, payable at P.O. Box 465, Morrison, Colorado 80465, without notice.  
(Address)

### THE TENANT, IN CONSIDERATION OF THE LEASING OF THE PREMISES AGREES AS FOLLOWS:

1. To pay the rent for the premises above-described.
2. To keep the improvements upon the premises, including sewer connections, plumbing, wiring and glass in good repair, all at Tenant's expense, and at the expiration of this lease to surrender the premises in as good a condition as when the Tenant entered the premises, loss by fire, inevitable accident, and ordinary wear excepted. To keep all sidewalks on and around the premises free and clear of ice and snow, and to keep the entire exterior premises free from all litter, dirt, debris and obstructions; to keep the premises in a clean and sanitary condition as required by the ordinances of the city and county in which the property is situate.
3. To sublet no part of the premises, and not to assign the lease or any interest therein without the written consent of the Landlord, which consent shall not be unreasonably withheld.
4. To use the premises only as a first-class restaurant and to use the premises for no purposes prohibited by the laws of the United States or the State of Colorado, or of the ordinance of the city or town in which said premises are located, and for no improper or questionable purposes whatsoever, and to neither permit nor suffer any disorderly conduct, noise or nuisance having a tendency to annoy or disturb any persons occupying adjacent premises.
5. To neither hold nor attempt to hold the Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by the repairs, alterations, injury or accident to the premises, or adjacent premises, or other parts of the above premises not herein demised, or by reason of the negligence or default of the owners or occupants thereof or any other person, nor to hold the Landlord liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon said premises or upon adjacent premises, whether breakage or stoppage results from freezing or otherwise; to neither permit nor suffer said premises, or the walls or floors thereof, to be endangered by overloading, nor said premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous, nor make any alterations in or changes in, upon, or about said premises without first obtaining the written consent of the Landlord therefor, but to permit the Landlord to place "For Rent" sign upon the leased premises at any time after sixty (60) days before the end of this lease.
6. To allow the Landlord to enter upon the premises at any reasonable hour.

### IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN LANDLORD AND TENANT AS FOLLOWS:

7. All charges for water and water rents are to be paid by  Landlord  Tenant. All charges for heating and lighting are to be paid by  Landlord  Tenant. Janitorial services are to be paid by  Landlord  Tenant.
8. No assent, express or implied, to any breach of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other breach.
9. If, after the expiration of this lease, the Tenant shall remain in possession of the premises and continue to pay rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's rent paid under this lease, and subject to all the terms and conditions of this lease.
10. If the premises are left vacant and any part of the rent reserved hereunder is not paid, then the Landlord may, without being obligated to do so, and without terminating this lease, and taking all reasonable steps of mitigation, retake possession of the said premises and rent the same for such rent, and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.
11. The Landlord acknowledges receipt of a deposit in the amount of \$ -0- to be held by the Landlord for the faithful performance of all the terms, conditions and covenants of this lease. The Landlord may apply the deposit to cure any default under the terms of this lease and shall account to the Tenant for the balance. The Tenant may not apply the deposit hereunder to the payment of the rent reserved hereunder or the performance of other obligations.
12. At the Landlord's option, it shall be deemed a breach of this lease if the Tenant defaults (a) in the payment of the rent or any other monetary obligation herein; or (b) in the performance of any other term or condition of this lease. Tenant shall have five days to correct a default pursuant to (a) and 30 days to correct a (b) default. The Landlord may elect to cure such default and any expenses of curing may be added to the rent and shall become immediately due and payable.  
In the event that the Landlord elects to declare a breach of this lease, the Landlord shall have the right to give the Tenant three (3) days' written notice requiring payment of the rent or compliance with other terms or provisions of the lease, or delivery of the possession of the premises. In the event any default remains uncorrected after three (3) days' written notice, the Landlord, at Landlord's option, may declare the term ended, repossess the premises, expel the Tenant and those claiming through or under the Tenant and remove the effects of the Tenant, all without being deemed guilty in trespass or of a forcible entry and detainer and without prejudice to any other remedies to which the Landlord may be entitled. If at any time this lease is terminated under this paragraph, the Tenant agrees to peacefully surrender the premises to the Landlord immediately upon termination, and if the Tenant remains in possession of the premises, the Tenant shall be deemed guilty of unlawful detention of the premises. The Landlord shall be entitled to recover from the Tenant all damages by reason of the Tenant's default, including but not limited to the cost to recover and repossess the premises, the expenses of reletting, necessary renovation and alteration expenses, commissions and the rent for the balance of the term of this lease.
13. In the event the premises shall become untenable on account of damage by fire, flood or act of God, this lease may be thereupon terminated and the rent apportioned to the date of the occurrence of such damage.
14. In the event of any dispute arising under the terms of this lease, or in the event of non-payment of any sums arising under this lease and in the event the matter is turned over to any attorney, the party prevailing in such dispute shall be entitled, in addition to other damages or costs, to receive reasonable attorneys' fees from the other party.

- 15. In the event any payment required hereunder is not made within ten (10) days after the payment is due, a late charge in the amount of five percent (5%) of the payment will be paid by the Tenant.
- 16. In the event of a condemnation or other taking by any governmental agency, all proceeds shall be paid to the Landlord hereunder, the Tenant waiving all right to any such payments, other than payments which are separately recoverable by tenant.
- 17. This lease is made with the express understanding and agreement that in the event the Tenant becomes insolvent, the Landlord may declare this lease ended, and all rights of the Tenant hereunder shall terminate and cease.
- 18. The Landlord and the Tenant further agree to the additional terms and conditions set forth on Exhibit A attached hereto.

SHOULD ANY PROVISION of this lease violate any federal, state or local law or ordinance, that provision shall be deemed amended to so comply with such law or ordinance, and shall be construed in a manner so as to comply.  
 This lease shall be binding on the parties, their personal representatives, successors and assigns.  
 When used herein, the singular include the plural, and the use of any gender shall apply to both genders.

By Jeffrey N. Bradley 9-2-4  
 Jeffrey N. Bradley  
 Landlord

G.T.P., INC  
 A Colorado Corporation  
 By Thomas Stibrat 9/2/04  
 Thomas Stibrat, President

**GUARANTEE**

For value received I hereby guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease covenanted and agreed, in manner and form as in said lease provided.

Dated: 9/2/04  
Thomas Stibrat  
 Thomas Stibrat

**ASSIGNMENT AND ACCEPTANCE**

For value received Jeffrey N. Bradley, assignor hereby assigns all right, title and interest in and to the within lease unto Bear Creek Development Corporation, assignee, the heirs, successors and assigns of the assignee, with the express understanding and agreement that the said assignor shall be and remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in said lease by the Tenant therein named, and will pay said rent and fully perform said covenants and agreements in case said assignee shall fail so to do; and in consideration of this assignment, the said assignee hereby assumes and agrees to make all the payments and perform all the covenants and agreements contained in said lease, by the Tenant therein agreed to be made and performed.

Dated: March 1, 2005

Jeffrey N. Bradley  
 Jeffrey N. Bradley

**CONSENT OF ASSIGNMENT**

Consent to the assignment of the within lease to \_\_\_\_\_ is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned, and that no further assignment of said lease or subletting of the premises or any part thereof shall be made without further written assent first had thereto.

Dated: \_\_\_\_\_

**LANDLORD'S ASSIGNMENT**

In consideration of One Dollar to him in hand paid, I hereby transfer, assign and set over to \_\_\_\_\_ and assign my interest in the within lease, and the rent therein reserved.

Dated: \_\_\_\_\_

## EXHIBIT A

19. The actual annual rent shall be ~~2%~~ of the gross receipts for all sales and services. This percentage rent shall be paid monthly the 20th of each month for the previous month's gross receipts during the term of this Lease or any extension thereof. The term "gross receipts" as used in this Lease means the actual sale price of all food, beverages, goods, wares and merchandise sold in, upon or from any part of the Premises, including actual receipts from services rendered by Tenant as well as the total actual sales and services rendered by any licensee, subtenant or concessionaire occupying any portion of the Premises, all of which Tenant covenants shall be recorded on the books of Tenant; provided, however, that the term "gross receipts" shall not be deemed to mean and there shall be deducted or excluded, as the case may be, from "gross receipts" amounts representing:

1. Sales of merchandise for which cash has been refunded or allowances made on merchandise which is defective.
2. Amounts of any sales, use, excise, gross receipts or any similar tax imposed by any governmental authority directly on sales and collected from Tenant of its customers.
3. Exchanges of merchandise between stores of Tenants, if any, where such exchanges are made solely for the convenient operation of the business of Tenant.
4. Sales of fixtures, operating equipment or other property used by Tenant in the operation of its business and not acquired by it for the purpose of sale.
5. Receipts from sales of tickets for charity events.
6. Credit card fees.
7. Gift certificates, or like vouchers, until such time as the same shall have been redeemed at the Premises for merchandise or services.

Sales shall be deemed to have been made when merchandise has been shipped or delivered, and services shall be deemed to have been rendered when completed, or when such sales or services, as the case may be, have been charged against the purchaser or customer on the books of Tenant, whichever of such events shall be the first to occur. Transactions shall be included in gross receipts whether for cash or on credit and whether the amount thereof is collected or uncollected. Tenant makes no representation of warranty as to the amount of gross receipts which it expects to make in the Premises.

*September 2005 letter dated 4-8-05*  
20. Starting June 1, 2005, in addition to the monthly rent set forth in paragraph 19 above, Tenant shall pay by the 20th of each month, an additional ~~0%~~ of gross sales from the previous month as defined above until Tenant has reimbursed Landlord for the cost of equipment and fixtures as set forth on the attached Exhibit B.

21. The Tenant covenants and agrees that for the purpose of ascertaining the correct amount of rent hereinabove provided, it will keep proper books, records and accounts which shall show daily sales and transactions made, and shall, on or before the 20th day of each month of the term of this Lease, deliver a sworn statement showing total sales and business transacted for the preceding calendar month. Tenant further agrees to furnish Landlord, upon request, accurate and exact copies of all sales tax reports made to the state of Colorado, and to permit Landlord, at any time during the term of this Lease, to have an audit made of said books, records and accounts by an accountant appointed by the Landlord.

22. Tenant is responsible for the maintenance and groundskeeping of the patio area and all garden areas outside the premises.

23. Tenant shall have the option to extend this Lease for three additional periods of five years each. Tenant shall notify Landlord in writing of its intent to exercise each

option at least 60 days prior to expiration of the primary term or any option renewal period.

24. Maintenance and repair of the heating and air conditioning systems shall be at the expense of Tenant. Quarterly preventative maintenance shall be performed by Lessor's HVAC contractor and billed to Tenant.

25. Tenant agrees to have the exhaust and fire suppression system(s) inspected every six months per insurance requirements. Proof of said inspections shall be given to Landlord promptly after each inspection. Any maintenance or repairs required as a result of said inspections are the responsibility of Tenant and shall be promptly completed.

26. Tenant is responsible for having the grease trap pumped out every three months. Tenant shall provide Landlord with a copy of the receipt evidencing said grease trap cleaning.

27. Tenant shall carry public liability (bodily injury, and property damage) insurance coverage insuring against claims of any and all personal injury, death or damage occurring in or about the leased premises or the sidewalks adjacent thereto, with a combined single limit coverage of not less than \$ [REDACTED] and \$ [REDACTED] annual aggregate. Landlord shall be named an additional insured on said policy. Proof of insurance shall be forwarded to the Landlord at the time of purchase and/or renewal of said insurance.

28. It is expressly agreed and understood that no animals are allowed in the building, except as may provide service or assistance to those who are vision or hearing impaired.

29. Tenant shall make no alterations or additions to the premises without written consent of the landlord having first been obtained. Plans and specifications for all of said work shall be presented to Landlord when seeking said consent. All work shall be done by experienced craftsmen in each trade and shall be done in a first-class manner. Notwithstanding anything to the contrary contained herein, Tenant shall be permitted to remove all of its trade fixtures, furniture, equipment and personal property from the Premises whether the same are attached to the Premises or not provided Tenant repairs any damage caused by such removal.

30. All signs visible from outside the premises shall be installed, maintained, and constructed at the Tenant's expense, said installation, maintenance, and construction to have prior written approval by the Landlord, which shall not be unreasonably withheld. No signs whatsoever shall be permitted on or about any portion for the premises that are not in keeping with the decor of the building.

31. Tenant agrees to leave the premises in as good condition as received, normal wear and tear excepted, acts of God, and casualty losses covered under the insurance set forth in paragraph 27 of this Exhibit all being excepted. Landlord, its agents or legal representatives shall be permitted to enter said premises during business hours to examine the condition of the premises and such examination of the premises shall be conducted in such a fashion as to avoid the interruption of Tenant's conduct of its business.

32. Bear Creek Development Corporation is the owner of the parking lot across the street from the premises and will make parking spaces available to customers of tenant, free of charge.

33. Tenant and Landlord agree that Tenant may not assign this lease during the primary lease term. For any renewal period, this Lease, or any interest in the property that is the subject matter of this Lease, may be assigned with the express written permission of Landlord, which permission shall not be unreasonably withheld.

34. "Notice" means any notice, demand, request, or other communication or document to be provided under this Lease to a party to this Lease. All notices shall be in writing and shall be given to the party at its address set forth below or such other address as the party may later specify for that purpose by notice to the other party. Each notice shall, for all purposes, be deemed given and received: (a) If hand delivered to a party when the copy of the notice is received; (b) If given by a nationally-recognized and reputable overnight delivery service, the day on which the notice is actually received by the party; and (c) If given by any other means or if given by certified mail, return receipt requested, postage prepaid, 2 days after it is posted with the United States Postal Service, at the address of the party specified below:

If to Landlord: Jeffrey N. Bradley  
P.O. Box 465  
Morrison, CO 80465

If to Tenant: G.T.P., Inc.  
P.O. Box 846  
Georgetown, CO 80444

35. Landlord shall have the right to assign this Lease to Bear Creek Development Corporation at any time during the primary term or any renewal period.

**EXHIBIT B**

The cost of miscellaneous furniture, fixtures and equipment, paid by Landlord, which shall be reimbursed by Tenant is as follows:

1. Cashier's Check from Landlord to Tenant dated May 19, 2004 in the amount of \$ [REDACTED]
2. Any additional sums advanced by Landlord to Tenant for miscellaneous equipment subsequent to signing this lease, which additional sums shall not exceed \$ [REDACTED]

pp

Assignment of Lease Dated September 1, 2004

G.T.P., Inc., Tenant/Assignor, hereby assigns the Lease dated September 1, 2004 with Bear Creek Development Corporation, Landlord, to Cionetti Enterprises, Inc., Tenant/Assignee, effective September 15, 2016.

G.T.P. Inc. shall remove non-restaurant equipment from the leased premises by October 1, 2016.

Cionetti Enterprises, Inc. shall change color of front awning lettering from white to buff to match mortar color by May 31, 2017.

G.T.P. Inc. shall remove surface-mounted duplex from east fireplace masonry by October 1, 2016.

Mr. Tomas Stibral shall continue to guarantee all obligations under this lease and option period, if exercised. This Lease shall be governed by and construed under the laws of the state of Colorado.

All other terms and provisions shall remain the same.

G.T.P. Inc., Assignor

[Signature] 8/19/2016  
Tomas Stibral, President, Date:

[Signature] 8/19/2016  
Tomas Stibral, Personally, Date:  
Continuing Guarantee

Cionetti Enterprises, Inc. Assignee

[Signature] 8/19/2016  
Dennis Cionetti, President, Date:

Approved by:

BEAR CREEK DEVELOPMENT CORPORATION, Landlord

[Signature] 8-19-16  
Jeffrey N. Bradley, President, Date:

G.T.P. INC.  
Café Prague  
P.O. Box 644  
Morrison, CO 80465

Mr. Jeffrey N. Bradley  
President  
Bear Creek Development Corporation  
P.O. Box 465  
Morrison, CO 80465

Dear Mr. Bradley,

Re: Lease Dated September 1, 2004

Pursuant to the above-referenced lease, this is to advise that we are hereby exercising the second option to renew effective November 1, 2014 through October 31, 2019.

Very truly yours,  
G.T.P. Inc. dba Café Prague  
Tomas Stibral, President

August 20<sup>th</sup>, 2014

  
PRESIDENT  
AUGUST 20<sup>th</sup> 2014

## INDIVIDUAL HISTORY RECORD

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 of a Hotel and Restaurant or a Tavern 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. Name of Business

CAFE PRAGUE

2. Your Full Name (last, first, middle)

CIONETTI DENNIS BEZ NOSKA

3. List any other names you have used.

BEZ NOSKA ZDENEK

4. Mailing address (if different from residence)

[REDACTED] DENVER CO 80220

Home Telephone

[REDACTED]

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

STREET AND NUMBER		CITY, STATE, ZIP	FROM	TO
Current	[REDACTED]	DENVER CO 80220	2002	PRESENT
Previous				

6. 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
CAFE PRAGUE	209 BEAR CREEK AVE MORRISON CO 80465	BAR MANAGER	2008	2016
DEJA VU	2710 E. 3rd AVE. DENVER CO 80206	OWNER	2000	2006

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

NAME OF RELATIVE	RELATIONSHIP TO YOU	POSITION HELD	NAME OF LICENSEE
NONE			

8. Have you ever applied for, held, or had an interest in a State of Colorado Liquor or Beer License, or loaned money, furniture or fixtures, equipment or inventory, to any liquor or beer licensee? If yes, answer in detail.

Yes  No

DEJA VU RESTAURANT

2710 E. 3rd AVE. DENVER CO 80206

9. Have you ever received a violation notice suspension or revocation, for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the U.S.? If yes, explain in detail.

Yes  No

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? Include arrests for DUI and DWAI. (If yes, explain in detail.)  
 Yes  No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (if yes, explain in detail.)  
 Yes  No

12. Have you ever had any STATE issued licenses suspended, revoked, or denied including a drivers license? (If yes, explain in detail.)  
 Yes  No

**PERSONAL AND FINANCIAL INFORMATION**

Unless otherwise provided by law in 24-72-204 C.R.S., information provided below will be treated as CONFIDENTIAL. Colorado liquor licensing authorities require the following personal information in order to determine your suitability for licensure pursuant to 12-47-307 C.R.S.

13a. Date of Birth [REDACTED]	b. Social Security Number SSN [REDACTED]	c. Place of Birth PRAHA, CZECH REPUBLIC	d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, State where DENVER COLORADO		f. When APRIL 4, 1986	g. Name of District Court OF COLORADO
h. Naturalization Certificate Number [REDACTED]	i. Date of Certification 4/4/1986	j. If an Alien, Give Alien's Registration Card Number	
k. Permanent Residence Card Number [REDACTED]	k. Permanent Residence Card Number		
l. Height [REDACTED]	m. Weight [REDACTED]	n. Hair Color GR	o. Eye Color BR
p. Sex M	q. Race WH	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CO [REDACTED]	

14. Financial Information.  
 a. Total purchase price \$ [REDACTED] (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ \_\_\_\_\_

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases and fees paid \$ \_\_\_\_\_

c. Provide details of investment. You must account for the sources of ALL cash (how acquired). Attach a separate sheet if needed.

Type: Cash, Services or Equipment	Source: Name of Bank; Account Type and Number	Amount
SAVINGS	WESTERRA CREDIT UNION	[REDACTED]
	LINE OF CREDIT	[REDACTED]
OWNER CARRY	TOMAS STIBRAL	[REDACTED]

d. Loan Information (attach copies of all notes or loans)

Name of Lender and Account Number	Address	Term	Security	Amount

15. 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.  
 WESTERRA CREDIT UNION DENVER 80209  
 CAFE PRAGUE DENNIS B CIONETTI

**Oath of Applicant**

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

Authorized Signature Dennis B Cionetti	Title PRESIDENT	Date 8/24/2015
---	--------------------	-------------------

e-SP

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT, made this 21 day of August, 2016, between GTP, Inc. (hereinafter "Seller"), and Cionetti Enterprises, Inc. (hereinafter "Purchaser");

WHEREAS, Seller desires to sell to Purchaser and Purchaser desires to purchase from Seller certain of Seller's assets used by Seller in operating a business known as Café Prague located at 209 Bear Creek Ave., P.O. Box 644, Morrison, CO 80465 (hereinafter "Company");

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties hereto as follows:

1. **Conveyance of Assets.**

Seller shall sell, assign, transfer and deliver to Purchaser, and Purchaser shall purchase and accept at Closing, certain assets and properties of the Company owned by Seller, or in which Seller has any right, title, or interest of every kind and description, wherever located (hereinafter "Assets"), including:

1.1 **Tangible Personal Property.**

(a) all furniture, fixtures, equipment, machinery, tools, devices, , and other tangible personal property (hereinafter "Furniture, Fixtures and Equipment") owned by Seller and used in the operation of the Company, which property shall be more fully described on the Furniture, Fixtures and Equipment list, attached hereto as **Exhibit A**;

(b) all marketable inventory, goods, parts, stock and supplies, and other materials necessary in the operation of the business (hereinafter "Inventory"), which Inventory shall be valued on a document agreed upon by the parties at Closing; and

(c) leasehold improvements (hereinafter "Leasehold Improvements"), performed on or incorporated into the Premises (as defined hereinbelow), and subject to the terms and conditions of the Lease (as referenced hereinbelow) are included in the conveyance of assets of the Company as described herein, which property shall be more fully described on the Leasehold Improvements list, attached hereto as **Exhibit B**.

1.2 **Intangible Personal Property.**

(a) real property lease rights (hereinafter "Lease"), covering the Premises (as defined hereinbelow), and including any security deposit subject to paragraph 3.6, hereof, held by landlord on behalf of Seller herein, which Lease is attached hereto as **Exhibit C**;

(b) business tradename of the Company of Café Prague and Café Prague Restaurant, wherein Seller shall transfer said rights to Purchaser, and further release and waive any and all rights thereto and will not make use thereof after Closing, except for the purpose of winding up its business operations;

(c) all telephone numbers, domain names, associated and other email addresses, websites, and other intellectual property rights relating to the Internet (including the website located at [http://www.\\_\\_\\_\\_.com](http://www.____.com) and all information posted on such website) together with any other domain name registrations;

(d) equipment lease rights (hereinafter "Equipment Lease(s)"), covering business equipment, machinery, systems and other items of personal property, which Equipment Lease(s) are attached hereto as **Exhibit D**, which Equipment Lease(s) shall be assumed and which assumption(s) shall be in addition to the Purchase Price;

(e) all license and/or permit rights (hereinafter "Licenses and Permits") necessary for the conduct of the business of the Company, which Licenses and Permits are listed and attached hereto as **Exhibit E**;

(f) computer software, media programs, and data and information contained therein, to the extent that such information may be lawfully transferred;

(g) all recipes, formulas, food processes and know-how associated with the Company;

(h) gift certificates issued to customers prior to Closing (hereinafter "Gift Certificates") are listed and attached hereto as **Exhibit F**; and

(i) all franchise agreement rights (hereinafter "Franchise Agreement") to which the Company is a party, which Franchise Agreement is attached hereto as **Exhibit G**.

1.3 **Bill of Sale.** All Assets referenced herein shall be conveyed and transferred by means of a Bill of Sale, wherein Seller shall warrant that it has good and marketable title to said Assets and that said Assets will be free and clear of all liens and encumbrances. Said Bill of Sale shall be in a form attached hereto as **Exhibit I**.

2. **Purchase Price and Terms.** The Purchase Price shall be the sum of \$ [REDACTED] plus Inventory as per paragraph 3.3, subject to the adjustments contained in paragraph 3, hereof, and shall be payable as follows:

2.1 **Earnest Money.** \$ [REDACTED] in Earnest Money received herewith in the form of a personal check payable to Peter M. Nemkov Esq., P.C. (hereinafter "Purchaser's Attorney"), and to be deposited in Purchaser's Attorney's trust account. Said amount shall be applied to the Purchase Price at Closing.

*P.P.*  
*S.S. DC*

2.2 **Funds Due at Closing.** \$ [redacted] in Funds due at Closing, adjusted by amounts referenced herein, payable in wired funds at Closing, plus Inventory as per paragraph 3.3.

2.3 **Promissory Note.** \$ [redacted] in a Promissory Note, executed by Purchaser and personally guaranteed by Dennis B. Cionetti, in favor of the Seller with interest at four and a half percent (4.5%) per annum, and for a term of twenty-four (24) months, payable in equal monthly payments of \$ [redacted] /mo. including principal and interest, with the first payment to be due one (1) month after Closing. Monthly payments shall be made to Seller at 14675 W. Amherst Place, Lakewood, CO 80228. The Note shall contain default, notice, acceleration and right to cure provisions. The default interest rate shall be twelve percent (12%). The Note shall provide for a ten (10) day grace period, a [redacted] percent ( [redacted] %) late fee, no prepayment penalty and a right of set-off. The right of set off shall provide that after one (1) year after Closing, Purchaser shall receive credit(s) from next payment(s) due equal to the dollar amount of Gift Certificates, see paragraph 1.2(b), received and honored by Purchaser. Said Note shall be in a form attached hereto as **Exhibit J-1**, and the Personal Guaranty in a form attached hereto as **Exhibit J-2**.

2.4 **Security Documents.**

The Note shall be secured by a UCC Security Agreement, a copy of which attached hereto as **Exhibit K-1**, and perfected by a UCC Financing Statement, a copy of which is attached hereto as **Exhibit K-2**, wherein the Assets shall be given as collateral.

3. **Allocations, Prorations and Price Adjustments.**

3.1 **Purchase Price Allocation.** (a) The Purchase Price shall be allocated to the various assets of the Company as follows:

Furniture, Fixtures and Equipment	\$ [redacted]
Leasehold Improvements	\$ [redacted]
Business Tradename and Goodwill	\$ [redacted]
Covenant Not to Compete	\$ [redacted]
Total	\$ [redacted]

(b) Seller and Purchaser shall report the sale and purchase of Assets and cooperate in the preparation of Form 8594, for all income tax purposes in a manner consistent with the foregoing allocation and expressly acknowledge that the allocation was determined pursuant to arms-length bargaining between them regarding the fair market value and in accordance with the Internal Revenue Code of 1986, as amended. Seller and Purchaser shall not, in connection with the filing of any returns, make any allocation of the Purchase Price which is contrary to this allocation. Neither Seller nor Purchaser shall take or agree to any position that is inconsistent with the allocation in connection with any tax audit, controversy or litigation which would adversely affect the taxes of the other party to any material extent without the prior written

A.P.  
J.S. De

consent of the other party, which consent shall not be unreasonably withheld.

3.2 **Prorations.** The following items shall be prorated at Closing: all applicable taxes, utilities, insurance, leases or other contract rights, rents, dues, subscriptions, license fees and advertising.

3.3 **Inventory.** It is agreed that the on-hand marketable Inventory at Seller's cost shall be an approximate amount \$ [REDACTED] which amount shall be paid in addition to the Purchase Price at Closing. An itemized physical inventory shall be taken by Seller and Purchaser prior to Closing, and shall be subject to their mutual agreement.

3.4 **Accounts Receivable and Accounts Payable.** All Accounts Receivable accruing to the date of Closing, shall remain the property of the Seller and are not included as part of this transaction. All Accounts Payable accruing to and existing at the date of Closing are, and shall remain, the sole responsibility of Seller and are not included as part of this transaction. Any and all accounts receivable and accounts payable which shall accrue after Closing shall be the sole property and obligations, respectively, of Purchaser.

3.5 **Prepayments by Customers and Deposits on Hand.** Any amounts received by Seller prior to Closing from customers as prepayments for any undelivered and unused goods or services as of the date of Closing or held on deposit by Seller for the benefit of the Company's customers, whether by agreement or contract, oral or written, shall be either transferred or credited to Purchaser by Seller at Closing. Purchaser shall assume the full responsibility and pay all expenses of completing all services to be performed or products to be supplied by the Company, pertaining to such prepayments and deposits. Purchaser shall be entitled to all income therefrom when received.

3.6 **Company Deposits.** Any and all amounts currently on deposit for the benefit of the Company including, but not limited to, leases, utility services, insurance and rent, are and shall remain the sole property of Seller. Purchaser shall, effective with Closing, reimburse Seller for such deposit amounts as necessary to continue the operation of the Company. At Closing, Seller shall receive a credit for the security deposit of \$ [REDACTED] held by Seller's landlord covering the Premises (as defined hereinbelow).

4. **Representations and Warranties of Seller.** Seller represents, warrants and agrees that:

4.1 **Corporate Standing.** (a) Seller is a corporation duly organized and existing, and in good standing under the laws of the State of Colorado, and is authorized and entitled to carry on its business in Colorado. Tomas Stibral is a 90% Shareholder, Director and President of Seller, and Yvona Stibral is a [REDACTED] % Shareholder and Secretary of Seller.

*T.S.*  
*J.S. DC*

(b) Seller's "chief executive/registered" office address is:

[REDACTED]  
Lakewood, CO 80228

Seller's address for place of business where Assets are located is:

209 Bear Creek Ave.  
P.O. Box 644  
Morrison, CO 80465

(c) Seller's Colorado Corporate Identification Number is:  
19991192971.

4.2 **Authority.** Seller has the full power and authority to enter into this Agreement and to conclude the transaction described herein, and no other contract or agreement to which it is a party prevents it from concluding the transaction described herein.

4.3 **Corporate Resolution.** Seller shall, at Closing, deliver to Purchaser, a duly executed copy of its corporate resolution authorizing the transaction described herein, which resolution is attached hereto as **Exhibit L**.

4.4 **Financial Statements.** Seller warrants that the Financial Statements, including balance sheets, income statements, tax returns of the Company, attached hereto as **Exhibit M**, and by reference incorporated herein, are a fair and accurate presentation of the results of the operations of Company for the period beginning January 1, 2013 and ending June 30, 2016. The financial condition of the Company as disclosed by the Financial Statements will be materially unchanged as of Closing. Seller makes no warranty concerning the future performance or profitability of Company.

4.5 **Outstanding Liabilities.** Seller warrants that any and all outstanding liabilities, obligations, judgments and/or liens of it, known or unknown, excepting as specifically set forth herein, shall be paid in full on or before Closing, or Seller shall pay such liabilities or obligations as and when they become due and that Purchaser shall receive possession and control of the Company, subject to existing and disclosed debts, free and clear of any liens or encumbrances, excepting for the security interest granted to Seller hereunder. Seller further warrants that it has paid or will pay, all social security, withholding, head, income, sales, use, personal property and unemployment insurance taxes and premiums to date of Closing to all applicable taxing authorities. In connection with the foregoing, Seller shall on or before Closing apply for a Tax Status Letter/Certificate of Taxes Due covering state and local taxes.

4.6 **Condition of Assets.**

(a) Since the date of the Financial Statements, there has been no

*P.P. De  
J.S.*

substantial loss of value in any of the Assets or properties of Seller, ordinary wear and tear excepted, and said Assets were not subsequently transferred or conveyed except in the ordinary course of business.

(b) All Assets included in this sale are being purchased on an "AS IS" basis WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. However, at Closing, all such Assets, other than disclosed as not working, shall be in good working condition, and Seller shall repair or replace any Assets not in good working condition.

4.7 **Regulatory Compliance.** Seller hereby warrants that to its knowledge, the Premises (as defined hereinbelow), and Assets are in full compliance with all federal, state and local building, fire, zoning, safety, health, environmental and all other regulatory requirements.

4.8 **Licenses, Permits and Certificates.** Seller hereby warrants that to its knowledge any and all licenses, permits and certificates necessary for it to continue its operation as in the past shall be current and valid as of Closing and can be renewed at no expense to Purchaser other than the normal renewal fees. Seller, to its knowledge, hereby warrants that said licenses, certificates or permits have never been suspended or revoked and that there are no proceedings, in progress or threatened, to suspend or revoke said licenses, certificates or permits.

4.9 **Intellectual Property.** Seller to its knowledge has the necessary right and title to its intellectual property. Such intellectual property does not infringe on the intellectual property rights of any other party and all internet operations and websites are operated in accordance with all laws and proper commercial practices.

4.10 **Contractual Obligations.** Seller is not a party to any employment agreement, labor union agreement, agreement for the future purchase of materials, supplies or equipment, sales agreement, pension, profit-sharing, or retirement plan or agreement, distributorship or sale agency agreement, or lease agreement that relates to any period beyond Closing, whether written or oral, unless otherwise disclosed herein.

4.11 **Litigation.** To its knowledge, there is no litigation or proceeding, threatened or pending, against or relating to Company, its properties, business, or assets; nor does Seller know or have reasonable grounds to know of any basis of any such action or governmental investigation relative to Company, its properties, business or Assets, unless otherwise disclosed herein.

4.12 **Company Restrictions.** From the date hereof through Closing, Seller shall not issue any stocks, bonds, or other corporate securities of the Company; incur any obligations or liability except current liabilities in the ordinary course of business; declare or make any payment or distribution to stockholders; purchase or redeem any shares of capital stock; mortgage or pledge any of its assets, tangible or intangible; sell or transfer any assets or cancel any debts or claims except in the ordinary course of business; sell, assign or license any

*P.S. DC*

patents, trademarks, or tradenames; suffer any extraordinary losses or waive any rights except in the ordinary course of business; or enter into any other transaction except in the ordinary course of business.

4.13 **Full Disclosure.** This Agreement (including the Exhibits hereto) does not contain any untrue statement or omission of a material fact upon which the parties hereto are relying. To the knowledge of Seller and Company, there has been an absence of changes since the date of the Financial Statements that will materially and adversely affect any of the other representations and warranties herein. There is no fact known to Seller or Company which is not disclosed in this Agreement which materially adversely relates to: (a) the accuracy of the representations and warranties contained in this Agreement; (b) any and all marketplace conditions regarding competition to the Company; and/or (c) the Company's financial condition, results of operations, business, or prospects. All representations and warranties contained herein will be true and correct at Closing.

5. **Purchaser's Representations and Warranties.** Purchaser represents, warrants and agrees that:

5.1 **Corporate Standing.** (a) Purchaser is a corporation duly organized and existing, and in good standing under the laws of the State of Colorado, and is authorized and entitled to carry on its business in Colorado. Dennis B. Cionetti is the sole Shareholder, Director and Officer of Purchaser.

(b) Purchaser's "chief executive/registered" office address is:

  
Denver, CO 80220

Purchaser's address for place of business where Assets will be located is:

209 Bear Creek Ave.  
P.O. Box 644  
Morrison, CO 80465

(c) Purchaser's Colorado Corporate Identification Number is:  
20001116187.

5.2 **Authority.** Purchaser has the full power and authority to enter into this Agreement and to conclude the transaction described herein, and no other contract or agreement to which it is a party prevents it from concluding the transaction described herein.

5.3 **Corporate Resolution.** Purchaser shall, at Closing, deliver to Seller a duly executed copy of its corporate resolution authorizing the transaction described herein, which said resolution shall form a part of this Agreement. Such resolution shall be in a form

*P.R. De*  
*J.S.*

attached hereto as **Exhibit N**.

5.4 **Books and Records Availability.** If the originals of any records or books of account of the Company are transferred by Seller to Purchaser at Closing, Purchaser shall cause these books and records relating to periods prior to Closing to be kept by Purchaser and made available to Seller, and its authorized representative, during regular business hours for a period of not less than three (3) years after Closing. No such books and records will be destroyed without at least thirty (30) days' prior written notice to Seller describing the items to be destroyed, during which period Seller, at its expense, may elect to make copies of such items.

6. **UCC-1 Search.** The parties hereto authorize the conducting of a UCC-1 search by or on behalf of Purchaser to determine whether any recorded liens, except as set forth herein, are in existence against Seller or any of the Assets, the cost of which search shall be paid equally by Seller and Purchaser.

7. **Additional Documents\Obligations.**

7.1 **Non-Competition Agreement.** Seller and its directors, officers or shareholders, individually at Closing shall agree that each shall not, and will not, for a period of five (5) consecutive years after Closing, directly or indirectly, engage in a competitive business, entice or solicit employees of Purchaser, or otherwise interfere, with Purchaser regarding a restaurant business within a radius of twenty (20) miles from the current location of Company, or entice, solicit or hire employee Ales Zabilansky, wherever Seller, its directors, officers or shareholders are located, for a period of five (5) years after Closing; provided that Purchaser is not in default under any terms of this Agreement or the Closing Documents, nor aid or assist anyone else, except the Purchaser, to do so within these limits; nor have any interest, directly or indirectly, in such business, excepting as an employee of Purchaser. The parties acknowledge that the Non-Competition Agreement has been separately bargained for and is independent of any other agreement between them. The parties shall execute a Non-Competition Agreement, in the form attached hereto as **Exhibit O**.

8. **Purchaser's Contingencies.**

8.1 **Right of Inspection.** Purchaser, after execution of this Agreement shall have the right to inspect any and all items referenced herein including, but not limited to, the Financial Statements, Assets and Premises, in a manner which does not unreasonably interfere with operation of Company. Seller shall immediately make available to Purchaser all such items for Purchaser's review. In the event that during such inspection, Purchaser determines there are material discrepancies between Seller's representations and the actual status of these items; or that any of the items is unsatisfactory in Purchaser's discretion, Purchaser shall have the right to so notify Seller in writing, in which case, this Agreement shall become null and void, the Earnest Money shall be refunded to Purchaser, and all parties shall be fully and completely released herefrom. If no written notice is received by Seller from the Purchaser within twenty (20) days from the date of full execution of this Agreement, Purchaser's rights under this paragraph shall

be waived.

8.2 **Real Property Lease.** With respect to the real property located at 209 Bear Creek Ave., Morrison, CO 80465 (hereinafter "Premises"), this Agreement is contingent upon and subject to Purchaser having secured a new Lease Agreement, which shall be on terms and conditions satisfactory to Purchaser, to be effective at Closing. In connection therewith, Purchaser shall promptly after execution of this Agreement, take all necessary and proper steps to obtain said new Lease Agreement. If said new Lease Agreement is not so obtained by Purchaser, Purchaser shall have the right to so notify Seller in writing, in which case, this Agreement shall become null and void, the Earnest Money shall be refunded to Purchaser, and all parties shall be fully and completely released herefrom. If no written notice is received by Seller from Purchaser on or before Closing, Purchaser's rights under this paragraph shall be waived.

8.3 **Business Insurance.** This Agreement is contingent upon and subject to Purchaser having secured the necessary business insurance prior to Closing on terms and conditions satisfactory to Purchaser. In connection therewith, Purchaser shall promptly after execution of this Agreement take all necessary and proper steps to obtain said business insurance. In the event Purchaser is unable to obtain said business insurance, Purchaser shall so notify Seller in writing, in which case, this Agreement shall become null and void, the Earnest Money shall be refunded to Purchaser, and all parties shall be fully and completely released herefrom. If no written notice is received by Seller from Purchaser on or before Closing, Purchaser's rights under this paragraph shall be waived.

8.4 **Liquor License.** This Agreement is contingent upon and subject to Purchaser obtaining a permanent Liquor License, or at Purchaser's discretion, a Temporary Permit therefor, along with all relevant inspections (e.g., building, fire and health department approvals), on or before Closing. In connection therewith, Purchaser shall promptly, after execution of this Agreement, take all necessary and proper steps to obtain said Liquor License. In the event Purchaser is unable to so obtain said Liquor License or Temporary Permit as provided herein, this Agreement shall become null and void, the Earnest Money shall be refunded to Purchaser, and all parties shall be fully and completely released herefrom.

8.5 **Health Inspection.** This Agreement is contingent upon and subject to the Premises passing a "change of ownership" health inspection. In connection therewith, Purchaser shall promptly arrange to schedule such health inspection. Any necessary repairs needed to comply with the inspection shall be completed and paid for by Seller prior to Closing. However, if the estimated costs of the required repairs exceed \$1,500, Seller may elect to make the repairs or terminate this Agreement, upon written notice to Purchaser, unless Purchaser waives this Contingency by written notice to Seller within ten (10) days after receipt of such notice from Seller. In the event the that results of the inspection are not acceptable to Purchaser in Purchaser's discretion, or upon Seller's termination of this Agreement, this Agreement shall become null and void, the Earnest Money shall be refunded to Purchaser, and all parties shall be fully and completely released herefrom.

*J.S. PC*  
*J.S.*

8.6 **Sales Tax.** On or before Closing, Seller, at Seller's sole expense, shall apply for a Tax Letter from the State of Colorado, Department of Revenue, and/or Certificate of Taxes Due (Denver only), and/or tax status letter from the local taxing authority regarding sales taxes for the Company and upon receipt provide to Purchaser a copy of the Tax Letter, or the parties shall agree to provide sufficient funds in a post-closing escrow to cover the taxes due. If the above conditions are not met on or before the applicable date, Purchaser may terminate this Agreement by written notice as provided herein which event the Earnest Money deposit shall be promptly returned to Purchaser.

9. **Mutual Contingencies.**

9.1 **Exhibits and Closing Documents.** The effectiveness of the within Agreement is contingent upon both of the parties agreeing upon the form and substance of each of the Exhibits referenced herein and related Closing documents, on or before Closing. In connection herewith, each of the parties hereto shall diligently and in good faith proceed with the negotiation and drafting of said Exhibits and related Closing documents. If Seller and Purchaser do not specifically agree to the form of each of said Exhibits and related Closing documents, within the time provided, this Agreement shall become null and void, the Earnest Money shall be refunded to Purchaser and all parties shall be released herefrom.

10. **Operations Prior to Closing.**

10.1 **Operation of the Company Prior to Closing.** Seller hereby agrees, from the date of execution of this Agreement to Closing, to carry on business activities and operations of the Company diligently in substantially the same manner as has been customary in the past.

10.2 **Maintenance of Premises and Assets.** Until possession is given to Purchaser, Seller agrees to operate and maintain the Premises and the Assets in good working order and condition.

10.3 **Loss/Damage.** In the event there is any loss or damage to the Premises or Assets at any time prior to Closing, the risk of loss shall be upon the Seller. From Closing and thereafter, all risk of loss or damage shall be upon the Purchaser.

10.4 **Confidentiality.** Purchaser agrees that Purchaser will, and will cause its officers, directors and employees and other representatives to, hold in strict confidence any information obtained in connection with this Agreement or the transactions contemplated by the Agreement unless and until that information is or becomes publicly available, except insofar as this information may be required by law or regulation to be included in a public report or otherwise disclosed.

10.5 **Standstill Provision.** From date of full execution hereof through date of

*[Handwritten signature]*  
P.S. DC

Closing (or notification of failure of a contingency), Seller shall not directly or indirectly offer, solicit or receive offers, promote or market Company for sale, exchange, acquisition or other disposition.

11. **Obligations at Closing**

11.1 **Execution and Delivery of Documents.** At Closing, Seller and Purchaser shall execute and deliver all such instruments and take all such other action as either party may reasonably request from time to time, in order to effect the transaction provided for herein. The parties shall cooperate with each other in connection with any steps to be taken as a part of their respective obligations under this Agreement. This obligation shall extend to any matters arising after Closing.

11.2 **Funds.** Purchaser shall deliver to Seller all Funds due referenced in paragraph 2, hereof.

11.3 **Books and Records.** Seller shall have the right to retain its minute books, stock books and other entity records having exclusively to do with entity organization and operation. Originals, or copies at Seller's discretion and expense, of all other records and books of account of every kind and nature regarding the Company shall be delivered to Purchaser and become the property of Purchaser at Closing.

11.4 **Cost and Expenses.** Each party hereto shall bear its own costs and expenses incurred in connection with the negotiation, preparation, and performance under this Agreement, and all matters incident thereto, excepting as otherwise set forth herein.

11.5 **Sales and Use Tax.** Purchaser hereby acknowledges and agrees to pay for any and all sales and use taxes payable to local or state jurisdictions that may arise as a result of the sale of the Assets described herein.

11.6 **Sales Tax Collection.** Seller hereby acknowledges and agrees to be responsible for any tax collected or required to be collected as a result of retail sales occurring during Seller's ownership of the Company and to remit said collections directly to the appropriate municipality and State of Colorado. If said remittance is not made and Purchaser is required to remit the amount due, Seller shall reimburse Purchaser for said amount.

11.7 **Employees.** Purchaser shall have no liability or obligation to hire the employee(s) of Seller or to make any payment whatsoever to any such employee(s), or to assume or be obligated for any pre-Closing obligation of any nature regarding any such employee(s). After Closing, Purchaser, if it so desires, shall be free to negotiate with such employees with respect to employment with Purchaser, which employment would commence on or after Closing.

A.S.  
G.S. DC

11.8 **Personal Guaranty.** Seller shall have the right at and after Closing, at its discretion, to be removed and released from any and all personal guarantees to vendors, trade creditors and utility companies regarding business relationships of the Company.

12. **Survival of Representations and Warranties; Indemnification.**

12.1 **Post-Closing Survival.** All the representations, warranties and covenants made as of Closing, as provided herein, shall survive Closing.

12.2 **Indemnification by Seller.** Seller agrees to indemnify Purchaser, its directors, officers, shareholders and affiliates against any loss, cost, expense, damage or liability (including, without limitation, interest at the rate of [REDACTED] percent ([REDACTED]%) per annum on money expended from the date expended and attorney fees and other expenses incurred in defending against litigation, either threatened or pending) incurred or sustained by any one or more of them with respect to or arising out of (a) any breach of or incorrectness of any representation or warranty made by Seller in or pursuant to this Agreement or failure by Seller to perform or comply with any covenant or agreement made by it in or pursuant to this Agreement, (b) any warranty obligations to third parties, and/or (c) any liability of or claim against Purchaser relating to any state of facts, event or omission existing or occurring prior to Closing.

12.3 **Indemnification by Purchaser.** Purchaser agrees to indemnify Seller, its directors, officers, shareholders and affiliates against any loss, cost, expense, damage or liability (including, without limitation, interest at the rate of [REDACTED] percent ([REDACTED]%) per annum on money expended from the date expended and attorney fees and other expenses incurred in defending against litigation, either threatened or pending) incurred or sustained by any one or more of them with respect to or arising out of (a) any breach of or incorrectness of any representation or warranty made by Purchaser in or pursuant to this Agreement or failure by Purchaser to perform or comply with any covenant or agreement made by it in or pursuant to this Agreement, and/or (b) any liability of or claim against Seller relating to any state of facts, event or omission existing or occurring after Closing.

12.4 **Notice of Action.** The party seeking indemnification under this Agreement ("Indemnified Party") agrees to give prompt written notice to the party against whom indemnity is sought ("Indemnifying Party") of the assertion of any claim, or the commencement of any suit, action or proceeding in respect of which indemnity may be sought. Upon the delivery of such notice, the Indemnified Party will be entitled to assume the defense of such action or proceeding with counsel chosen by the Indemnified Party. The Indemnifying Party will thereafter proceed to indemnify the Indemnified Party for all reasonable costs and expenses permitted under this paragraph.

13. **Default and Remedies prior to Closing.** Time is of the essence hereof. If any note or check received as Earnest Money herein or any other payment due herein is not paid, honored or tendered when due, or if any other obligation herein is not performed as herein provided, there shall be the following remedies:

*[Handwritten signature]*  
S.S. PC

13.1 **If Purchaser is in Default.** Seller may elect to treat this Agreement as terminated, in which event the Earnest Money and all other payments and things of value received herein shall be forfeited by Purchaser and retained on behalf of Seller. It is agreed that such payments and things of value are reasonable liquidated damages and not a penalty. Additionally, Seller may recover any other damages in excess of the Earnest Money, as may be proper.

13.2 **If Seller is in Default.** Purchaser may elect to treat this Agreement terminated, in which case all payments and things of value received herein shall be returned to Purchaser, and Purchaser may recover such damages as may be proper.

13.3 **Award of Costs and Fees.** Anything to the contrary herein notwithstanding, in the event of any litigation or arbitration arising out of this Agreement, the court or tribunal shall award to the prevailing party against the other party all reasonable costs and expenses, including attorney fees.

13.4 **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration before a single arbitrator in accordance with the Revised Uniform Arbitration Act, C.R.S. §13-22-201, et seq. The results of the arbitration shall be final and binding, and not subject to appeal.

14. **General Provisions.**

14.1 **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between them with respect to the subject matter hereof. Each party has executed this Agreement without reliance upon any promise, representation or warranty other than those expressly set forth herein. Each party acknowledges that (i) it has carefully read this Agreement; (ii) it has had the assistance of legal counsel of its choosing (and such other professionals and advisors as it has deemed necessary) in the review and execution hereof; (iii) the meaning and effect of the various terms and provisions hereof have been fully explained to it by such counsel; (iv) it has conducted such investigation, review and analysis as it has deemed necessary to understand the provisions of this Agreement and the transactions contemplated hereby; and (v) it has executed this Agreement of its own free will.

14.2 **Binding Effect.** Upon execution, this Agreement shall be absolutely binding and fully enforceable and shall inure to the benefit of the parties hereto, their successors, assigns, and personal representatives and heirs.

14.3 **Notices.** All notices as may be required by this Agreement shall be delivered to the respective parties either personally, by mail, by email, or by facsimile, at the addresses set forth below. The place of notice may be modified by appropriate registered or certified mailing to the parties:

Handwritten signature and initials, possibly "P.S." and "S.S. K".

To Seller at:

[REDACTED]  
Lakewood, CO 80228

Email: CAFEPRAQUE@HOTMAIL.COM

To Purchaser at:

[REDACTED]  
Denver, CO 80220

Email: [REDACTED]

14.4 **Time of Possession.** Purchaser shall be deemed to be in possession of Company on 12:01 a.m. on the day of Closing.

14.5 **Severability.** In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court, or tribunal, of competent jurisdiction, the validity of the remaining provisions, or portions thereof, shall not be affected thereby and full effect shall be given to the intent manifested by the remaining provisions, or portions thereof, which shall be held to be enforceable and valid.

14.6 **Construction.** Throughout this Agreement, the singular shall include the plural, and the plural shall include the singular, and masculine shall include the feminine, wherever the context so requires.

14.7 **Right to Counsel.** This Agreement has been prepared by Peter M. Nemkov, Esq., P.C. attorney for Purchaser. Seller hereby acknowledges that it has every right to consult a licensed attorney, and has done so to the extent of its desires. The parties agree that Purchaser's attorney shall prepare all of the Closing Documents and shall conduct Closing. In connection therewith, Seller and Purchaser, respectively, will pay one-half (1/2) of the Closing Fees, in the amount of \$[REDACTED] each.

14.8 **Review and Revision.** The parties acknowledge and confirm that each of their respective attorneys have participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor any party against another.

14.9 **Choice of Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the State of Colorado, and, subject to paragraph 14.4, hereof, the parties hereto irrevocably consent to the jurisdiction of the District Court, County of Jefferson, State of Colorado.

*P.S.*  
*J.S. PC*

14.10 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same Agreement. This Agreement may be executed and delivered via electronic facsimile or scanned (e.g., PDF or TIF) transmission with the same force and effect as if it were executed and delivered by the parties simultaneously in the presence of one another.

15. **Dates.**

15.1 **Acceptance Date.** The offer contained herein shall be open for written acceptance on or before August 1, 2016.

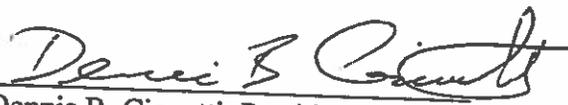
15.2 **Closing Date.** The Closing date shall be on or before September 15, 2016.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement upon the date set forth hereinabove.

**SELLER:**  
GTP, Inc.

**PURCHASER:**  
Cionetti Enterprises, Inc.

By:   
Tomas Stibral

By:   
Dennis B. Cionetti, President

As to paragraphs 4.1 – 4.13, 7.1, and 12.2:

As to paragraphs 2.3, 5.1-5.4 and 12.3:

  
Tomas Stibral, Individually

  
Dennis B. Cionetti, Individually

BY:   
IVONA STIBRAL

## EXHIBIT LIST

<u>Document</u>	<u>Exhibit</u>
Furniture, Fixtures and Equipment	A
Leasehold Improvements	B
Real Property Lease	C
Equipment Leases	D
Licenses and Permits	E
Gift Certificates	F
Customer Accounts	G
Contract Rights	H
Bill of Sale	I
Promissory Note; Personal Guaranty	J-1, J-2
Security Agreement; Financing Statement	K-1, K-2
Seller's Corporate Resolution	L
Seller's Financial Statements	M
Purchaser's Corporate Resolution	N
Non-Competition Agreement	O

F:\5962\AssetPurchaseAgreement.004

**PLAN TO ISSUE  
SECTION 1244 STOCK**

**ARTICLE I**

**REQUIREMENTS OF SECTION 1244  
OF THE INTERNAL REVENUE CODE**

**Section 1.1 Issuance of Stock.** The Board of Directors of the Corporation, organized and existing under the laws of the State of Colorado, shall offer to sell, and shall issue pursuant to this plan, for money or other property (other than stock or securities), shares of its no par value stock pursuant to Section 1244 of the Internal Revenue Code ("Code") at such price or for such consideration not less than the stated value thereof as the Board of Directors may, from time to time, determine.

**Section 1.2 Dollar Amount.** Section 1244 of the Code requires that the aggregate amount of monies and other property received by the Corporation for shares of its stock, as a contribution to capital and as a paid-in-surplus, does not exceed \$ [REDACTED] and that such stock must be issued only for money or other property (other than stock or securities).

**Section 1.3 Small Business Corporation.** This Corporation qualifies as a small business corporation as defined in Section 1244 of the Code.

**ARTICLE II**  
**CORPORATE PLAN**

**Section 2.1 Effective Date.** The plan, upon its adoption by the Board of Directors of the Corporation, shall become effective.

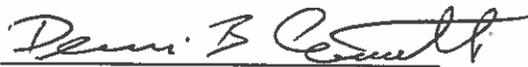
**Section 2.2 Authorized Stock.** The Corporation is authorized to offer and issue 50,000 shares of common stock, no par value per share.

**Section 2.3 Maximum Consideration For Stock.** The maximum amount to be received by the Corporation in consideration of the stock to be issued pursuant to this plan, as a contribution to capital and as paid-in-surplus, shall be \$ [REDACTED].

**Section 2.4 Consideration For Stock.** Such common stock shall be issued only for money and other property (other than stock or securities).

**Section 2.5 Other Action.** The Corporation shall take such other action as may be necessary to qualify the stock offered and issued under this Plan as Section 1244 stock.

**CIONETTI ENTERPRISES, INC.**

By:   
Dennis B. Cionetti, President

**EXHIBIT A**

PROMISSORY NOTE

Denver, CO  
September 15, 2016

FOR VALUE RECEIVED, the undersigned Cionetti Enterprises, Inc. (hereinafter "Maker") promises to pay to the order of GTP, Inc. (hereinafter "Holder"), or order, the principal sum of [REDACTED] Dollars (\$ [REDACTED]), in lawful money of the United States, plus interest at the rate of four and a half percent (4.5%) per annum, for a term of Twenty Four (24) months commencing on the date hereof, on the following terms and conditions:

1. **Principal and Interest.** Principal and interest shall be payable on the 15th day of each month in equal monthly payments of \$ [REDACTED] commencing on October 15, 2016 and continuing until paid in full with the last payment due on or before September 15, 2018.

2. **Place of Payment.** Principal and interest on this Note shall be payable at [REDACTED] Lakewood, CO 80228 or at such other place as the Holder of this Note may designate in writing.

3. **Late Charge.** Maker shall pay to Holder a late charge of five percent (5%) of any payment not received by Holder within ten (10) days after the payment is due.

4. **Application of Payments.** Each payment received regarding this Note shall be applied first to the payment of late charges, if any; second to the payment of accrued default interest; third to the payment of accrued interest; and the balance to the reduction of principal, as applicable.

5. **Prepayment.** Advance payments or other additional payments may be made on this Note at any time without notice or penalty. Such prepayments shall be applied to reduce the amounts of the principal balance next due and owing. Any such payment shall not postpone any succeeding monthly installment due hereunder.

6. **Default and Acceleration.** If any payment required by this Note is not paid within ten (10) days after the payment is due, or if there is a breach in any other provision of the Security Agreement referenced in paragraph 9, hereof, this Note shall be in default. Upon default, the entire principal amount outstanding and accrued interest thereon may be accelerated, at the option of the Holder and, upon acceleration, shall at once become due and payable. To exercise this option, Holder shall give Maker a Notice of Default and Acceleration specifying the amount of the nonpayment and/or the nature of the non-monetary default, and the date for payment of such nonpayment which date shall not be less than ten (10) days for a monetary default, and/or thirty (30) days for cure of non-monetary default, from the date such Notice is mailed or otherwise delivered to Maker. Maker may reinstate the terms of this Note, as such was immediately before the Notice, by timely payment of the amount of nonpayment and/or timely cure of the non-monetary default as specified in the Notice of Default and Acceleration. Unless so reinstated, the

indebtedness shall bear interest at the increased rate of twelve percent (12%) per annum from the date of the default. Holder shall be entitled to collect all reasonable costs and expenses of collection and/or suit, including, but not limited to, reasonable attorney fees.

7. **Waiver of Demand, Presentment, Protest and Notice.** Subject to paragraph 6, hereof, Maker hereby waives demand, presentment, protest, notice of protest and notice of nonpayment or notice of dishonor of this Note.

8. **Right of Setoff.** (a) If, and in the event, after date hereof, Maker receives written notice of a claim sought against Holder for any debt of Holder, incurred in conjunction with the ownership and operation of Cafe Prague, prior to date hereof, or Maker asserts a claim against Holder for breach of warranty or another term of the Asset Purchase Agreement, dated August 21, 2016, Maker shall promptly provide Holder with written notification of such claim. Holder shall have a period of ten (10) days to assume, discharge, or undertake in good faith the assumption or discharge, including the commencement of an appropriate action to dispute the validity of, such claim. In the event Holder fails to so assume, discharge, undertake or dispute the validity of the claim within the referenced time period, Maker may elect to satisfy the obligation giving rise to such claim. In the event Maker elects to so satisfy such a claim, Maker shall have the right to receive a credit, in the amount paid to satisfy said claim, which credit, at Maker's option, shall be applied either to the unpaid principal amount or to the next installment due.

(b) After one (1) year herefrom, Maker shall be entitled to a set-off against the next payment due hereunder in an amount of the Gift Certificates issued prior to date hereof received and honored by Maker.

9. **Security.** The indebtedness evidenced by this Note is secured by a Security Agreement of even date herewith. Said Security Agreement grants rights to the following described property:

Assets referenced in the Security Agreement covering the business known as Cafe Prague located at 209 Bear Creek Ave., P.O. Box 644, Morrison, CO 80465.

10. **Restriction on Transfer.** The assets of the business referenced above, or any interest therein, may not be sold or transferred by Maker, outside the ordinary course of business, without Holder's prior written approval of a subsequent purchaser, which consent shall be subject to Holder's sole discretion. If approved, the subsequent purchaser shall have the right to assume this Note in writing; the Security Agreement securing this Note shall not be in default; and this Note shall not be in default. In such event, however, Maker shall continue to be liable on this Note and any guarantees of this Note shall continue to be in effect. This provision shall also apply to any subsequent sale of said business until this Note is paid in full.

11. **No Waiver.** (a) Failure to accelerate the indebtedness evidenced hereby by reason of a Default hereunder, acceptance of a past due installment, or consents granted from time to time shall not be construed:

(i) as a novation of this Note or as a waiver of such right of acceleration or the right of Holder thereafter to insist upon strict compliance with the terms of this Note; and

(ii) to prevent the exercise of such right of acceleration or any other right granted hereunder by the laws of the State of Colorado.

(b) No extension of the time for the payment of this Note, nor any amendment or modification of any term or provision of this Note, nor the release or discharge of any security or collateral given to secure this Note, nor the release or discharge of any obligor, guarantor, or surety hereof, shall operate to release, discharge, modify, change or affect the obligations of the Maker herein, or of any guarantor hereto or of any person assuming this Note, either in whole or in part, unless Holder agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, or discharge is sought.

12. **Joint and Several Obligation.** This Note shall be the joint and several obligation of Maker and all other makers, sureties, guarantors, and endorsers, and their successors and assigns.

13. **Governing Law.** This Note shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Colorado.

14. **Status of Note.** It is hereby acknowledged that this Note is being utilized solely for commercial purposes and not for personal, family, or household purposes.

15. **Notice.** Any notice required to be given hereunder shall be deemed to have been given on the fifth (5th) day following the date on which such notice is deposited in the United States mail, certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Maker:  
Cionetti Enterprises, Inc.  
Cafe Prague  
209 Bear Creek Ave.  
P.O. Box 644  
Morrison, CO 80465

If to Holder:

GTP, Inc.

[REDACTED]  
Lakewood, CO 80228

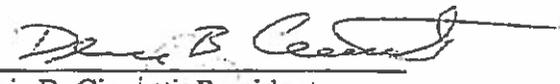
or to such other address as may be designated by the parties from time to time.

16. **Gender.** Words in this Note in one gender shall be deemed to include other genders, and the singular shall be deemed to include the plural and the plural, the singular, where appropriate.

17. **Time.** Time is of the essence regarding this Note.

**MAKER:**

Cionetti Enterprises, Inc.

By: 

Dennis B. Cionetti, President

PETER M. NEMKOV, ESQ., P.C.  
ATTORNEY & COUNSELOR AT LAW

1873 South Bellaire Street, Suite 1401  
Denver, Colorado 80222  
Tel (303) 691-9760  
Fax (303) 691-3655  
E-Mail PMNesq11@Comcast.net

Peter M. Nemkov

August 31, 2016

Department of the Treasury  
Internal Revenue Service  
Ogden, UT 84201

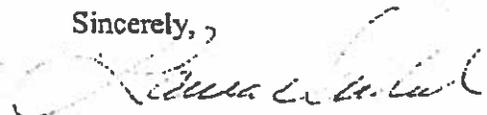
RE: Form 2553 – Cionetti Enterprises, Inc.

Dear Sir/Madam:

Enclosed find Form 2553 Election by a Small Business Corporation for Cionetti Enterprises, Inc., EIN [REDACTED]. Also enclosed are a receipt confirmation statement and self-addressed stamped envelope to return acknowledgement to us.

We appreciate your prompt processing of the foregoing.

Sincerely,



Laura L. Derdul  
Legal Assistant

Enclosures

RECEIVED  
SEP 02 2016  
ENTITY CONTROL

**PERSONAL GUARANTY**  
**[Promissory Note]**

**WHEREAS**, a certain Promissory Note ("Note"), in an amount of \$ [REDACTED] of even date herewith has been executed by and between Cionetti Enterprises, Inc. ("Maker"), and GTP, Inc. ("Holder");

**WHEREAS**, Holder under the Note requires as a condition to acceptance of the Note that Dennis B. Cionetti ("Guarantor") guarantee the full performance of the obligations of Maker under the Note; and

**WHEREAS**, the Guarantor is desirous that Holder accept the Note;

**NOW THEREFORE, IN CONSIDERATION** of the acceptance of the Note by Holder, Guarantor hereby agrees and undertakes as follows:

1. Guarantor hereby unconditionally guarantees the payment of all amounts due under the Note and the full performance of each and all of the terms, covenants, and conditions of the Note, and any related security document.
2. This Guaranty shall continue in favor of Holder notwithstanding any extension, modification or alteration of the Note and notwithstanding any subsequent assignment of the Note. No extension, modification, alteration or assignment of the Note shall in any manner release or discharge Guarantor.
3. This Guaranty will continue unchanged by any bankruptcy, reorganization or insolvency of Maker or any successor or assignee thereof, or by any disaffirmance or abandonment by a trustee of Holder.
4. Holder may, without notice to Guarantor, assign the Note and no assignment or transfer of the Note shall operate to extinguish or diminish the liability of Guarantor hereunder.
5. The liability of Guarantor hereunder shall be primary and in any right of action which shall accrue to Holder under the Note, Holder may, at his option, proceed against Guarantor without having commenced any action or having obtained any judgment against Maker.
6. Guarantor shall be obligated to pay Holder's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or in enforcing this Guaranty against Guarantor.
7. Guarantor hereby waives notice of any demand by the Holder, as well as any notice of default in the monthly installment payments or any other amounts contained or

reserved in the Note, or the performance of the terms, covenants and conditions to be kept thereunder.

8. The terms and provisions of the Guaranty shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named and the obligation hereunder shall be binding upon the estate of Guarantor.

9. This Guaranty shall be governed by and construed in accordance with the laws of the State of Colorado, and any suit shall be in the District Court, County of Jefferson, State of Colorado.

10. Any notice, request or other communication required or permitted hereunder shall be in writing, and shall be delivered personally or by facsimile (receipt confirmed electronically) or shall be sent by express delivery or by certified mail, postage prepaid with return receipt requested, address as follows:

If to Guarantor:  
209 Bear Creek Ave.  
P. O. Box 644  
Morrison, CO 80465

If to Holder:  
  
Lakewood, CO 80228

Either party hereto may change the above specified recipient or mailing address by notice to the other party given in the manner herein prescribed. All notices shall be deemed given on the day when actually delivered as provided above (if delivered personally or by facsimile, provided that any such facsimile is received during regular business hours at the recipient's location) or on the day shown on the return receipt (if delivered by mail or delivery service).

IN WITNESS WHEREOF the undersigned has caused this Agreement to be executed September 15, 2016.

**GUARANTOR:**

  
\_\_\_\_\_  
Dennis B. Cionetti

## INVENTORY AGREEMENT

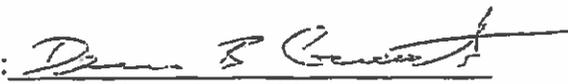
The parties hereto in connection with the sale and transfer of assets, as set forth in the Asset Purchase Agreement, dated August 21, 2016, agree that the Inventory in connection with the within transaction is valued at \$ [REDACTED], which amount is due and payable in addition to the Purchase Price. Seller transfers, sells and conveys to Purchaser all of its right, title and interest in and to the Inventory, including the Seller Warranties contained in the Bill of Sale dated September 15, 2016, which Seller Warranties are incorporated herein by reference.

Dated: September 15, 2016.

**SELLER:**  
GTP, Inc.

By:   
Tomas Stibral, President

**PURCHASER:**  
Cionetti Enterprises, Inc.

By:   
Dennis B. Cionetti, President

# TRANSFER OF BUSINESS STATEMENT OF SETTLEMENT

## SELLER'S

### BUSINESS AND ADDRESS:

Café Prague  
209 Bear Creek Ave., P.O. Box 644  
Morrison, CO 80465

SELLER: GTP, Inc.

PURCHASER: Cionetti Enterprises, Inc.

SETTLEMENT DATE: September 15, 2016

	Debit	Credit
1. Selling Price		██████████
2. Promissory Note	██████████	
3. Tax Status Letter	██████████	
4. Statement of Tradename Withdrawal	██████████	
5. Prorated Personal Property Tax; Estimated Tax for 2016 is \$8.92; 259 days at \$.024 per diem	██████████	
6. Closing Fee to Purchaser's Attorney	██████████	
7. Written Lien Search	██████████	
8. Copying Costs	██████████	
<b>Sub-Totals</b>	\$ ██████████	\$ ██████████
<b>Balance Due to Seller</b>	\$ ██████████	
<b>TOTALS</b>	\$ ██████████	\$ ██████████

The above figures do not include use tax - payment of which is an obligation of Purchaser

### APPROVED AND ACCEPTED

SELLER:

GTP, Inc.

By: \_\_\_\_\_

Tomas Stribal, President

**TRANSFER OF BUSINESS STATEMENT OF SETTLEMENT  
PURCHASER'S**

**BUSINESS AND ADDRESS:**

Café Prague  
209 Bear Creek Ave., P.O. Box 644  
Morrison, CO 80465

**SELLER:** GTP, Inc.

**PURCHASER:** Cionetti Enterprises, Inc.

**SETTLEMENT DATE:** September 15, 2016

	Debit	Credit
1. Selling Price	[REDACTED]	
2. Inventory Promissory Note		[REDACTED]
3. Recording: UCC-1	[REDACTED]	
4. Prorated Personal Property Tax; Estimated Tax for 2016 is \$8.92; 107 days at \$.024 per diem	[REDACTED]	
5. Closing Fee to Purchaser's Attorney	[REDACTED]	
6. Legal Fees to Purchaser Attorney	[REDACTED]	
7. Written Lien Search	[REDACTED]	
8. Copying Costs	[REDACTED]	
<b>Sub-Totals</b>	\$ [REDACTED]	\$ [REDACTED]
<b>Balance Due from Purchaser</b>		\$ [REDACTED]
<b>TOTALS</b>	\$ [REDACTED]	\$ [REDACTED]

The above figures do not include use tax - payment of which is an obligation of Purchaser

**APPROVED AND ACCEPTED**

**PURCHASER:**

Cionetti Enterprises, Inc.

By: Dennis B. Cionetti

Dennis B. Cionetti, President

**EQUIPMENT LEASE ASSIGNMENT**

THIS ASSIGNMENT, dated this 15th day of September, 2016, between GTP, Inc. (hereinafter "Assignor"), and Cionetti Enterprises, Inc. (hereinafter "Assignee");

WHEREAS, Assignor, by means of a AutoChlor Agreement (hereinafter "AutoChlor Agreement") dated August 24, 2016, a copy of which is attached hereto as Exhibit A, with AutoChlor System (hereinafter "Lessor"), leased certain equipment referenced therein (hereinafter "Equipment");

WHEREAS, Assignor hereto desires to assign said AutoChlor Agreement to Assignee and Assignee desires to accept and become bound by said AutoChlor Agreement;

WHEREAS, the parties acknowledge that written consent of Lessor may be required to effect this Assignment;

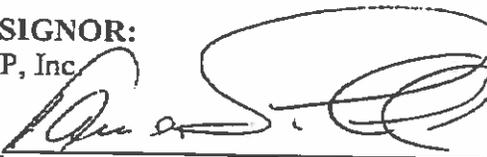
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns any and all of Assignor's rights in and to the Equipment and to the AutoChlor Agreement to Assignee.
2. **Acceptance.** Assignee accepts this Assignment and hereby agrees to be governed and bound by the terms and conditions set forth in said AutoChlor Agreement.
3. **Not in Default.** Assignor hereby warrants that the Lease Agreement subject hereto is binding, valid and not in default, and that all payments due thereunder are current.
4. **Continued Liability.** Assignor agrees to remain liable under said Lease Agreement.
5. **Lessor Consent.** The parties hereto agree that if the consent of the Lessor is necessary to fully complete this Assignment, said parties will fully cooperate and take all necessary and proper steps to obtain such consent.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date set forth hereinabove.

ASSIGNOR:

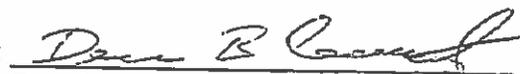
GTP, Inc

By: 

Tomas Stibral, President

ASSIGNEE:

Cionetti Enterprises, Inc.

By: 

Dennis B. Cionetti, President

Dishwashing Machine Agreement

AGREEMENT, made this date 8/24/16 between AUTO-CHLOR SYSTEM of Colorado and Thomas STIBRAL DBA Cafe Prague at 209 Bear Creek Ln hereinafter called "Customer."

- 1. Auto-Chlor System agrees to furnish an automatic dishwashing machine... 2. Auto-Chlor System reserves the right to adjust prices if necessary... 3. Auto-Chlor System will deliver the machine to the Customer's place of business... 4. The automatic dishwashing machine shall remain the property Auto-Chlor System... 5. Auto-Chlor System shall not be held liable for any damages... 6. In the event that it becomes necessary for Auto-Chlor System to employ attorney(s)... 7. Should customer disconnect or remove automatic dishwashing machine... 8. Customer agrees to provide Auto-Chlor System with the name and address of the owner... 9. Auto-Chlor System may impose an energy surcharge on each invoice...

Cafe Prague Customer's Trade Name By (signature) STIBRAL / Owner Print Name & Title Customers Phone Number Customer's Social Security Number / EIT Type- Sole Prop., Partnership, or Corp.

Auto-Chlor System of Colorado by (signature) Local Sales & Service Phone Number BEAR CREEK DIVERSITY CORP Customer's Building Owner's Name Customer's Building Owner's Address Customer's Building Owner's Phone Number

Guaranty

For consideration received, the undersigned ("Guarantor") hereby guarantees to Lessor timely payment and full performance by Lessee of all obligations of Lessee under the above lease including expenses of collection thereof, including attorney's fees and court costs and also of all expenses and history. Lessor and Lessee may by subsequent agreement add, delete, increase, decrease, or otherwise alter any of their rights and obligations as to each other without notice or consent from guarantor and without in any way affecting the liability of Guarantor hereunder...

If the equipment is not returned at the end of the term of the lease, or if the equipment is not returned after Lessee has defaulted in any manner specified in the lease, and has failed to cure such default after a reasonable period of time, the undersigned personally guarantees the fair market value of said equipment at the commencement of the lease which is \$ [redacted] to be decreased 1% for each month of the lease. Dated as of the date of the lease [redacted] WITNESS [redacted] GUARANTOR (Individual) SIGNATURE STIBRAL PRINT

EXHIBIT A

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

Please include a typed  
self-addressed envelope

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

FILED  
JEANETTE DAVIDSON  
COLORADO SECRETARY OF STATE  
20001116187 C  
\$ 65.00  
SECRETARY OF STATE  
06-12-2000 13:14:36

ARTICLES OF INCORPORATION

Corporation Name Cionetti Enterprises, Inc.

Principal Business Address 301 Garfield St. 2 E. Denver, Colorado 80206  
(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 A Authorized Shares [REDACTED] Par Value \_\_\_\_\_

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 Cionetti First & Middle Name Dennis Beznoska

Street Address 301, Garfield St. #2E Denver CO. 80206  
(Include City, State, Zip)

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

Signature of Registered Agent Dennis Beznoska Cionetti

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>Dennis Beznoska Cionetti</u>	<u>301, Garfield St. #2E Denver CO. 80206</u>
<u>Jeanette Cionetti</u>	<u>301, Garfield St. #2E Denver CO. 80206</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 Dennis Beznoska Cionetti Signature Jeanette Cionetti

SF

Revised 7/95  
COMPLETED DATE COMPLETE  
001

**E-Filed**

Colorado Secretary of State  
Date and Time: 12/15/2005 04:47 PM  
Entity Id: 20001116187  
Document number: 20051467007

Document processing fee  
If document is filed on paper \$150.00  
If document is filed electronically \$ 50.00  
Fees & forms/cover sheets  
are subject to change.

To file electronically, access instructions  
for this form/cover sheet and other  
information or print copies of filed  
documents, visit [www.sos.state.co.us](http://www.sos.state.co.us)  
and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Reinstatement**

filed pursuant to §7-90-301, et seq. and §7-90-1003 of the Colorado Revised Statutes (C.R.S)

ID Number 20001116187

1. Domestic entity name of the entity CIONETTI ENTERPRISES, INC.

2. Following reinstatement the domestic entity name of the domestic entity shall comply with section 7-90-1004.

3. Registered agent  
(if an individual) DENNIS BEZOSKA CIONETTI  
*(Last) (First) (Middle) (Suffix)*

OR

(if an entity)

4. The person appointed as registered agent in the document has consented to being so appointed.

5. Registered agent street address [REDACTED]  
*(Street name and number)*

DENVER CO 80220  
*(City) (State) (Postal/Zip Code)*

6. Registered agent mailing address  
(if different from above) (Street name and number or Post Office Box information)

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

7. Principal office street address [REDACTED]  
*(Street name and number)*

DENVER CO 80220  
*(City) (State) (Postal/Zip Code)*  
United States  
*(Province - if applicable) (Country - if not US)*

8. Principal office mailing address  
(if different from above)

\_\_\_\_\_  
(Street name and number or Post Office Box information)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Postal/Zip Code)

United States

\_\_\_\_\_  
(Province – if applicable)

\_\_\_\_\_  
(Country – if not US)

9. Date of formation of the entity

06/12/2000

\_\_\_\_\_  
(mm/dd/yyyy)

10. Date of dissolution  
(if known)

\_\_\_\_\_  
(mm/dd/yyyy)

11. If the entity's period of duration  
as amended is less than perpetual,  
state the date on which the period  
of duration expires:

\_\_\_\_\_  
(mm/dd/yyyy)

OR

If the entity's period of duration as amended is perpetual, mark this box .

12. (Optional) Delayed effective date

\_\_\_\_\_  
(mm/dd/yyyy)

13. Colorado statute under which the  
entity existed immediately prior  
to dissolution

CRS 7-71-101

14. All applicable conditions of CRS §7-90-1002 have been satisfied.

Notice:

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

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

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

BARRETT

WENDY

KENNEDY

\_\_\_\_\_  
(Last)

\_\_\_\_\_  
(First)

\_\_\_\_\_  
(Middle)

\_\_\_\_\_  
(Suffix)

\_\_\_\_\_  
(Street name and number or Post Office Box information)

GREENWOOD VILLAGE

CO

80111

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Postal/Zip Code)

United States

\_\_\_\_\_  
(Province – if applicable)

\_\_\_\_\_  
(Country – if not US)

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

**Disclaimer:**

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



# STATE OF COLORADO

DEPARTMENT OF  
STATE

## CERTIFICATE

I, DONETTA DAVIDSON, SECRETARY OF STATE OF THE STATE OF  
COLORADO HEREBY CERTIFY THAT

ACCORDING TO THE RECORDS OF THIS OFFICE

SIONETTI ENTERPRISES, INC.  
(COLORADO CORPORATION)

FILE # 20001116187 WAS FILED IN THIS OFFICE ON June 12, 2000  
AND HAS COMPLIED WITH THE APPLICABLE PROVISIONS OF THE  
LAWS OF THE STATE OF COLORADO AND ON THIS DATE IS IN GOOD  
STANDING AND AUTHORIZED AND COMPETENT TO TRANSACT BUSINESS  
OR TO CONDUCT ITS AFFAIRS WITHIN THIS STATE.

Dated: August 30, 2000

*Donetta Davidson*

SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

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

CIONETTI ENTERPRISES, INC.

is a

Corporation

formed or registered on 06/12/2000 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 20001116187 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 08/19/2016 that have been posted, and by documents delivered to this office electronically through 08/24/2016 @ 13:57:44 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 08/24/2016 @ 13:57:44 in accordance with applicable law. This certificate is assigned Confirmation Number 9803620 .



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

Secretary of State of the State of Colorado

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

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



6a  
321 Highway 8  
Morrison, Colorado 80465  
Phone: 303-697-8749  
Fax: 303-697-8752

September 30, 2016

Heather Gutherless  
Jefferson County Planning and Zoning Division  
100 Jefferson County Pkwy, Suite 3550  
Golden, CO 80419

**RE: 2<sup>nd</sup> Referral Response Case no. 16-108148RZ and 16-108156RZ  
C-470/Alameda Southeast and Northwest– Rooney Ranch Business Center ODP**

Dear Ms. Gutherless,

The Town of Morrison received the application referrals for rezoning of properties located at the northwest and southeast corners of C470 and Alameda Parkway to Planned Development. We appreciate the opportunity to comment on the application.

The Town finds that allowing for hotels/motels, auto-oriented uses, and motor cycle sales, leasing and rental, which under current CD-RM zoning, would be subject to special use review or not permitted altogether, is not compatible with the surrounding area because of the intensity of the proposed uses and potential negative impacts on adjacent properties. The Town of Morrison continues to urge the developer to soften the uses at this primary intersection that joins the County with the City of Lakewood, Town of Morrison and the overall Rooney Valley. The Town finds that the proposal for rezoning is not consistent with the rezoning criteria outlined in the Zoning Resolution because it is not compatible with the existing and allowable land use patterns and could compromise the health, safety and welfare of the residents and landowners in the surrounding area.

While the Town is cognizant and appreciative that limitations on size have been established for the proposed uses and specific use standards have been outlined in the Overall Development Plan, the Town encourages more stringent regulations be set in place if the rezoning is to move forward. The Town's comments on the 2<sup>nd</sup> referral for both projects include the following:

- The allowance of vehicle display pads on the northwest corner and motorcycle sales on the southeast corner along C-470 has significant visual impacts and could create a distraction to drivers as well as unaesthetic views into the Valley. The Town recommends disallowing displays directly adjacent to roadways or at minimum, increasing the buffer area and enhancing landscape planting requirements along the street, incorporating berms or low hedge clusters, to mitigate visual impacts and help to alleviate noise. This should also apply to Alameda Parkway frontage. While the ODP states that landscaping should be enhanced around displays, there are no specific requirements defined other than exceeding code. The applicant should be required to incorporate enhanced buffer areas and more specific landscaping requirements within the ODP to assist with buffering of the more intensive uses, such as motorcycle sales and auto-related uses, from surrounding properties.
- The lighting standards set forth within the ODP call for an average internal site illuminance of 5-foot-candles with no standards regulating glare. With this, the site will be heavily illuminated until 11pm, which may cause issues for neighboring properties. The applicant should be required to



321 Highway 8  
Morrison, Colorado 80465  
Phone: 303-697-8749  
Fax: 303-697-8752

reduce illuminance, incorporate down-shield lighting requirements and dimming in the evening hours as to not affect the neighborhood.

- The subject property is within the Rooney Valley Master Plan and is identified as a Gateway Intersection to the Rooney Valley (see attached Future Framework Plan). The property is also within the boundary of an Intergovernmental Agreement (IGA) between the Town of Morrison and the City of Lakewood, and lies adjacent to affected land uses within the municipalities. The Town of Morrison provided review comments on the proposed rezoning of the subject property (May 12, 2016 Comments below) that remain relevant.

The Town's initial concerns issued on May 12, 2016 still apply, unless noted otherwise, and have been identified below with additional comments provided (**in bold**) as it pertains to the 2<sup>nd</sup> submittal:

- It clearly appears that a principal purpose of the proposed rezoning is to move those uses which are considered more impactful in the original zoning, and thus subject to special use review, to become permitted uses. This harms the surrounding property owners, who have a right to rely on those important protections. As well, motorcycle sales and service are proposed to be added as permitted uses, meaning that the noise associated with the "testing" of motorcycles on neighborhood roads will not undergo any public review. The Town of Morrison already has a problem with noise generated by motorcycles and permitting a motorcycle dealership at this location would only exacerbate that problem. These changes significantly erode the protections for the land and for adjacent properties which were embedded in the existing zoning. **While it is appreciated that public announcement systems have been prohibited in the ODP, the proposed hours of operation of 7am to 9pm for motor vehicle and motorcycle servicing is concerning because of the noise disturbance it may have on the neighbors in the morning and evening hours. Please consider the impacts this may have and minimize potential noise disturbances. The Town appreciates the decreased size to 4 acres and limitation of motorcycle sales and servicing to one lot on the southeast corner, as well as the decreased size of auto-related uses to 28 acres and 4 lots on the northwest corner, but finds that this proposal is still inconsistent with zoning criteria as it relates to compatibility and the health, safety and welfare of the residents.**
- Moving certain uses from special uses to permitted uses simply underscores the speculative nature of this particular application. Any such change should, in good planning practice, respond to a specific need for that use to be permitted rather than by special review. The special review process is particularly necessary where, as here, high intensity and noise-generating uses are proposed. The special use process, while not denying the property owner the opportunity to conduct those uses, properly subjects the owner to the necessary scrutiny to ensure that adverse impacts on neighboring properties are adequately mitigated. **Special uses are considered based on impacts of traffic, potential for hazards, visual and aesthetics, solar access, community character, utility availability, and availability of public services, ability to mitigate impacts, compatibility, effect on health, safety and welfare, conformance with the comprehensive plan, and potential conditions of performance. By alleviating this process and allowing for special and not permitted uses to be explicitly permitted, these impacts will not be evaluated and mitigated properly.**
- The Town is concerned that the increase in impervious cover and the resultant storm water runoff from the site, if developed for these new permitted uses (significantly including building materials stores, gas stations and car washes, hotels and motels), will cause a negative impact on surface water quality.



321 Highway 8  
Morrison, Colorado 80465  
Phone: 303-697-8749  
Fax: 303-697-8752

- Regarding wastewater treatment, The Town of Morrison supports the proposal included with the 2<sup>nd</sup> submittal to include permanent solutions to ensure adequate public facilities and services are provided to serve future development in terms of access, water and sewer service, etc.

For the foregoing reasons, the Town believes that the rezoning proposal does not satisfy the County's "Criteria for Decisions in Standard Zone District Cases," in that:

- The proposal will have an unacceptable negative effect on the health, safety and welfare of the residents and landowners in the surrounding area: the traffic, light, sound, visual, and surface and wastewater treatment impacts described above render the proposal inconsistent with this requirement.

Again, the Town of Morrison would like to thank you for the opportunity to comment on the proposed subdivision. Please include Morrison on the formal referral list for this area as we would like the opportunity to review and comment on any new or associated applications (e.g., rezoning resubmittals) or development requests in the future.

Sincerely,

A handwritten signature in cursive script that reads "Carrie McCool".

Carrie McCool  
Morrison Town Planner

Cc: Kara Zabilansky, Town Administrator  
Kara Mueller, Lakewood Senior Planner

TOWN OF MORRISON  
BOARD OF TRUSTEES, REGULAR MEETING  
OCTOBER 4, 2016  
BOARD ACTION FORM

---

**SUBJECT:** Adoption of the Rooney Valley Master Plan.

The Board will be meeting with Lakewood's City Council for a work session on the Rooney Valley Master Plan on November 14<sup>th</sup> from 6-8 pm. This will then go to the City for adoption on November 28<sup>th</sup>. If any changes to the plan arise out of the work session staff will need time to implement them. The Board meeting on the 15<sup>th</sup> will not work for the adoption of the plan. Due to the time constraints with the grant we would like adoption to occur in November. I suggest the Board set a date for a special meeting.

**TOWN ATTORNEY REVIEW:**  YES  NO

**MOTION:** Motion to set the date for a special meeting to adopt the Rooney Valley Master Plan for \_\_\_\_ day of November, 2016.

TOWN OF MORRISON  
BOARD OF TRUSTEES, REGULAR MEETING  
OCTOBER 4, 2016  
BOARD ACTION FORM

---

SUBJECT: As part of our annual property survey done by CIRSA they cited the Town for not having ADA accessibility to the upstairs of the Town Hall and both sets of bathrooms at the Town Hall. Bob Pomeroy recommended that I contact Rocky Mountain ADA to see if they could help the Town with a transition plan. The cost to assess the Town Hall and Town Offices is \$4,000. Does the Board want me to proceed with this or I was thinking I could draft a short transition plan that includes the Red Rocks Centre development.

TOWN ATTORNEY REVIEW:  YES  NO

MOTION: There is not a motion required just direction from the Board on how to proceed.

## Kara Zabilansky

---

**From:** Geoff Ames <games@mtc-inc.com>  
**Sent:** Wednesday, September 21, 2016 2:13 PM  
**To:** Kara Zabilansky  
**Cc:** Glenn Staton; Ken Heldt; Kent Kelley  
**Subject:** Proposal for facility audits - Town Hall/Municipal Court and Town Offices

Kara,

I can provide you with a more formal proposal/bid if necessary, but I wanted to send you something quickly, so we can get moving on this, if you want to go forward.

For a site visit to collect data at both buildings, a transition plan database, and a summary report to include general conclusions and recommendations, per the requirements of a transition plan, MTC's price will be \$4,000.

Based on current workload here, and depending on when you award the project or give us an authorization to proceed, I believe we can complete the work and provide deliverables in a 5 - 6-week period. This is presuming we would be on-site in the middle of October.

The scope of this work is allowing for one day on-site, with full access to these two buildings (Town Hall/Municipal Court and Town Offices), including travel time and mileage.

Additional meetings in Morrison, should you need follow-up in person, are not included in this scope, but we have time within the scope, included in this price for follow-up

conference calls. If MCT staff are required to attend follow-up meetings in Morrison, we would charge an hourly rate of \$120, plus travel time and mileage.

We appreciate your consideration of MTC for this project. Please let me know if you have any questions or if you would like a more formal proposal.

Best regards,

Geoff

Geoffrey L. Ames

Executive Consultant

Meeting the Challenge, Inc.

*Creating an Accessible World for Everyone*

<http://www.mtc-inc.com>

Office: 719.433.7640

Mobile: 719.660.3996

Toll-free: 800.864.4264,x106

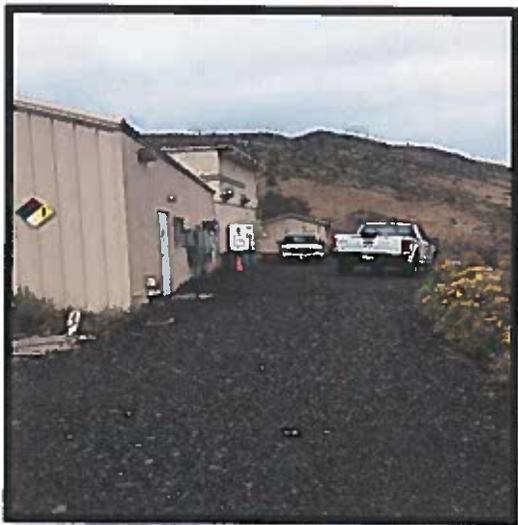
[games@mtc-inc.com](mailto:games@mtc-inc.com)

Follow us on Twitter @MTC\_A11y ([www.twitter.com/@MTC\\_A11y](http://www.twitter.com/@MTC_A11y))

Attention: This communication is for the use of the intended recipient only. It should not be copied or forwarded. It may contain information that is privileged and confidential. If you are not the intended recipient of this communication, any disclosure, copying, further distribution or use thereof is prohibited. If you have received this communication in error, please advise me by return e-mail or by telephone and delete/destroy it.

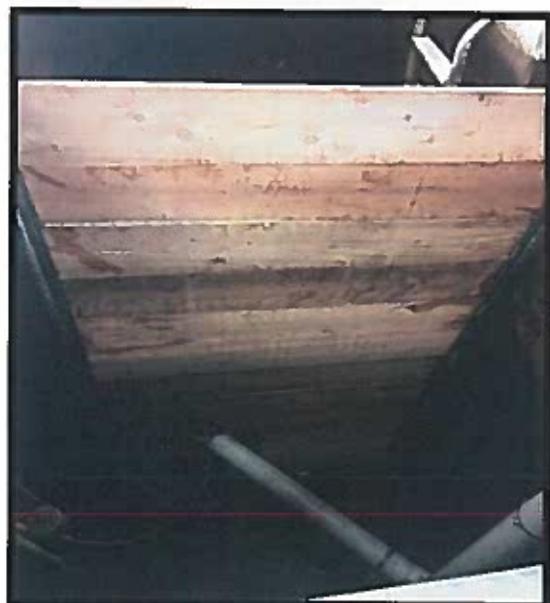
WATER

- The Utility Department recently made some cosmetic upgrades to our water treatment facility, which include the following:
  - Painted the pre-treatment building (previously pink) to match the metal membrane building.
  - We layered and lined our driveways and walkways at the water and wastewater plants, utilizing the asphalt millings we received from APC Construction (C-470 asphalt project).



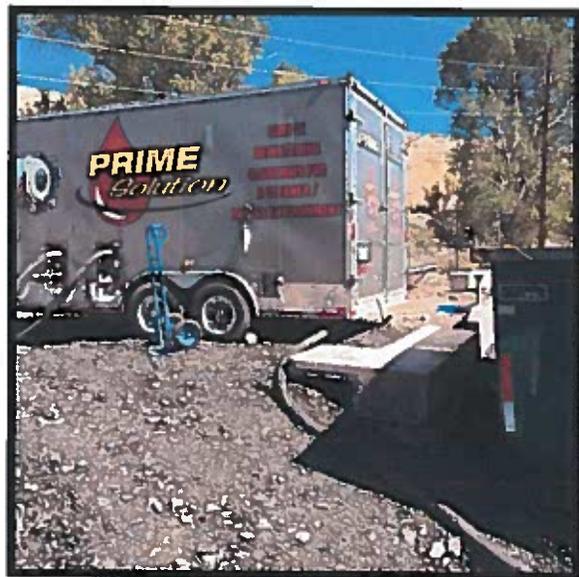
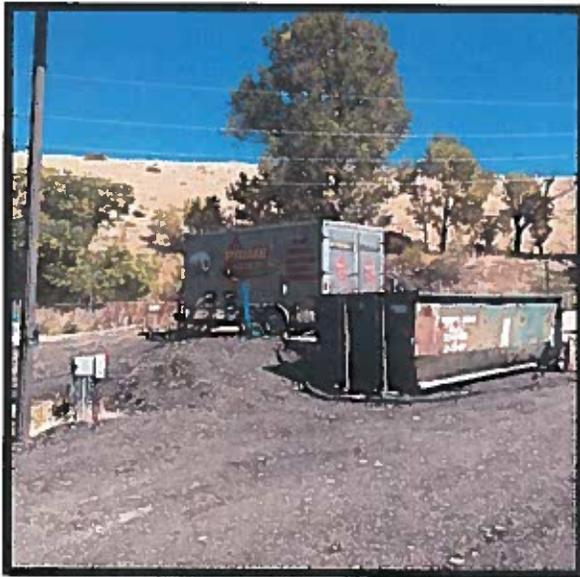
- The town is continuing to provide water to the APC Construction crew, as well as Red Rocks Amphitheater through metered fire hydrants.
- Jeff Thomas with Integrated Water Services signed and submitted the Town Of Morrison CMAR contract for the clear well project.

- By the end of October, we will be gearing up for phase two of the Red Rocks Amphitheater water project.
- The Red Rocks pump station should be arriving soon, and will be in place by mid-October if everything goes as planned.
- The utility department purchased the new 4x4 F-150 truck.
- The new boundary line, the geotechnical engineering report and the 60% design drawing for the clear well project have been submitted Gerald Dahl to send to Denver assistant city attorney, Patrick Wheeler, and we will be awaiting his response.
- Over the past few months, we have been improving the treatment process at the water plant. Back in May, we constructed a new suction pipe in our sedimentation basin (pictured below) that will allow us to pump cleaner water to our skid (membrane treatment). In September, we completed this project by adding a new baffle wall that will allow floc to flocculate and settle in one cell and pull a cleaner (less NTU) raw water source to our membrane skid.



## WASTEWATER

- The sludge trailer has been moved to a new location. The Utility Department excavated a hill and built a retaining wall out of recycled supplies for the trailer to sit on. In the past, the sludge would be processed and dumped into the backhoe bucket and then hauled to the roll off. This process was inefficient and wasted valuable resources. By making these changes, we were able to free up our equipment and reduce labor, essentially saving the town time and money.



- Wrapping up the concert season, Red Rocks waste production has begun to slow down. We still receive over 1,000 mg/l of BOD on a daily basis and their FEB (flow equalization basin) still has over 100 mg/l of H<sub>2</sub>S (hydrogen sulfide). The lead operator at Red Rocks, Joe Davis, has indicated that they will no longer be feeding a bacteria provided by Bio Lynceus. The purpose of the bacteria was to bring down the BOD, but has failed to do so.
- In the upcoming weeks, we are expecting to receive the Red Rocks sewer proposals from Greg Woodward at Stantec. These proposals will give us a look at increasing the line size in the collection system bottle necks, as well as the redesign of the Red Rocks flow equalization basin.
- As you know, this past spring the utility department activated its second SBR train. This enabled us have one of the most productive summers yet. Over the past few months, we've been able to accomplish some of our highest quality effluents the plant has produced in a very long time.

## **BCWA**

- The BCWA prepared a memo titled '*PG028 Membership In-Kind Program Support.*' This memo acknowledges the in-kind services that various members contribute to the organization. The memo specifically mentions the services that the Town of Morrison provides for additional copper sampling, estimated at \$1,325 per year.
- There is a grant opportunity currently available from CDPHE Grant and Loans, specifically earmarked for addressing non-point source pollution. The BCWA does not plan to pursue this grant opportunity at this time. The RFP states that priority will be given to applicants in a different geographical area of Colorado (Colorado River Basin).
- A manufacturer's representative from Wastewater Compliance Systems gave a presentation to the group about the application of adding biodomes to potentially increase the efficiency and nutrient removal capability of the aeration system that serves Bear Creek Reservoir.

**Thank you,**

**Fritz Fouts  
Utility Director**

## Mayor and Board of Trustees:

### The Morrison Police Department Report for September, 2016.

1. The Lieutenant and police motor officers from several surrounding police agencies were involved in two Presidential Motorcades in September.
2. Several Morrison Officers volunteered to work the annual Red Rocks Elementary School Fun Run and the annual Morrison Cider Fest.
3. Crimes/calls for service handled by Morrison Police Officers in September, 2016.
  - **Six Vehicle Accidents Investigated/Reported by Morrison Police Officers:** 308 Bear Creek Ave [REDACTED]'s parking lot – Two vehicle non-injury accident (vehicle #1 backed into vehicle #2); 200 Blk Beckett Lane – Two vehicle non-injury accident (both vehicles backing out of parking spots & into each other); EB Bear Creek Ave @ Stone St – Motorcycle/vehicle non-injury Hit & Run accident (motorcycle rear ended vehicle and left scene without leaving required information); 500 Blk Bear Creek Ave – Two vehicle non-injury accident (Vehicle #1 traveling EB on Bear Creek Ave rear ended vehicle #2); EB C470 @ Morrison Rd – Two vehicle non-injury accident (Vehicle #1 rear-ended vehicle #2 after an abrupt stop); SB Morrison Rd @ Soda Lakes Rd – Two vehicle non-injury accident (Vehicle #1 turning onto Morrison Rd while exiting Conoco was struck by vehicle #2).
  - **One Stolen Vehicle in September:** Mt Falcon Park (east parking lot) – Rental Dodge Ram Truck stolen while parked in park parking lot (Enterprise Rent-a-Car).
  - **Seventeen Motorist Assists:** SB Hwy 285 @ mm246 – Disabled vehicle vapor locked on curve of highway (tow in route); EB C470 @ Morrison Rd – Changed flat tire for motorist (CO 540-KIQ); Alameda off-ramp @ C470 – Lost motorist flagged down Morrison Officer to ask for directions; Hwy 8 @ Aggregate entrance – Motorist (CO [REDACTED]) waiting for engine to cool; WB C470 @ Morrison Rd – Routine traffic stop for speeding results in medical transport to St. Anthony's for possible heart attack victim; SB Hwy 285 @ mm247 – Elderly male pulled over off roadway requiring directions to Willow Springs (escorted); SB Hwy 285 @ mm248.5 – Motorist (CO [REDACTED]) with dead battery (AAA in route); WB C470 @ Alameda – Motorist (CO [REDACTED]) out of gas (friend on way); WB C470 @ Morrison Rd – Changed flat tire for motorist (CO [REDACTED]); EB C470 @ mm3 – Motorist (CO [REDACTED]) waiting for tow; SB 285 @ mm247.5 – Motorist (CO temp. H1K6575) with flat tire safely off roadway (AAA in route); Hwy 8 @ Hwy 285 – Motorist (CO [REDACTED]) lost and assisted with directions; Mt Vernon @ Market St – Motorist (CA [REDACTED]) pulled over at stop sign using GPS for directions (no assistance required); 100 Blk Bear Creek Ave – Change flat tire for motorist (CO Temp [REDACTED]); 300 Blk Bear Creek Ave – Motorist with dead battery (jump started with portable battery jump-starter); 16283 Morrison Rd (Conoco) – Assist motorist locked out of vehicle; Hwy 8 @ Hwy 285 – Motorist (CO [REDACTED]) out of gas (friend on way to assist).

- **Two Welfare Checks in September:** NB Hwy 285 @ mm248 – Female walking on Hwy looking stressed (argument with boyfriend resulted in her exiting vehicle and he left, taxi called); Soda Lakes Rd – Call of a suicidal male in Nissan Pathfinder (talked out of vehicle, taken to St Anthony's Hospital with M1 hold by WMF).
- **Ten Citizen/Business Issues/Assistance:** 316 Bear Creek Ave (The Cow) – Business alarm (building check, secure); WB C470 @ mm3 – Male walking on Hwy with gas can and tool box (his vehicle disabled, checked OK); Morrison Rd @ C470 (bike path) – Male bitten by rattle snake (transported to St. Anthony's); 215 So Park Ave – Resident assisted with stolen identity case (police report and advice); [REDACTED] – Residential Alarm (home secured); 321 Hwy 8 (police building) – Female walked into office requesting assistance (utilities personnel assisted in retrieving cell phone out of sidewalk sewer vent); Mt Falcon Park (east parking lot) – Two vehicles broken into (purses with credit cards taken, investigation continues); [REDACTED] – Unwanted intoxicated male (gone on arrival, UTL); 321 CO Hwy 8 (town offices) – Male came into offices demanding a medical marijuana license (MPD had defaulted his driver's license); [REDACTED] – Victim notification of assault suspect jail transfer (required by law).
- **Four Animal Issues in September:** [REDACTED] – Call on dog left in vehicle (unable to locate); [REDACTED] – Sick, skinny raccoon (caught & relocated); [REDACTED] – Male bitten by dog (dog owner & victim resolved issue prior to officer arrival); EB C470 @ Morrison Rd – Dog hit by traffic on C470 (vehicle did not stop, dog owner took dog to vet, dog DOA).
- **Thirteen Assist Other Agencies:** **Colorado State Patrol (7):** Morrison Rd @ C470 – Cover requested for a DUI stop; EB C470 @ mm5 – Single vehicle non-injury accident; NB Hwy 285 @ mm246 – Traffic control for two vehicle injury accident; NB Hwy 285 @ mm246.5 – Cover on a single vehicle non-injury DUI accident; WB C470 @ Morrison Rd – Hit & Run non-injury accident (counter report per CSP); Hwy 74 @ mm17 – Single motorcycle injury accident (WMF & CSP on scene); NB Hwy 285 @ mm246.5 – Single motorcycle non-injury accident. **Jefferson County Sheriff's Office (2):** WB C470 @ Morrison Rd – Rolling domestic violence call (stopped by Jeffco at 6<sup>th</sup> & I-70); NB Hwy 285 @ mm246.5 – Single vehicle injury accident (transport by Indian Hills Fire Rescue). **West Metro Fire (2):** Morrison Rd @ Rooney Rd (RTD lot) – Unattended vehicle fire (extinguished by WMF); WB C470 @ Morrison Rd – Vehicle fire (extinguished by WMF). **Lakewood Police Department (2):** Morrison Rd @ McIntyre St – Traffic control for two vehicle non-injury accident; WB C470 @ Hwy 285 – Traffic control for single motorcycle injury accident (transported to St. Anthony's by WMF).
- **Four DUI/DWAI/Drunk/Detox:** WB Hwy 74 @ mm18 – Traffic stop for speeding and following too closely results in a DUI arrest; 316 Bear Creek Ave (The Cow parking lot) – Hit & Run accident (passenger in DUI vehicle reported the driver drunk and leaving the scene in the vehicle, stopped by Douglas County @ C470 & Santa Fe Drive, arrested for Inv. DUI & Assault to a Police Officer); EB C470 @ Morrison Rd – Single vehicle accident with severe damage (driver arrested for Inv. DUI & Careless Driving); WB Hwy 74 @ mm18 – Routine traffic stop for speeding results in arrest for Inv. DUI).

- **Seven Abandoned Vehicles in September:** So Rooney Rd @ the Peterson Lot – Truck & trailer abandoned (misuse of license plates on both, impounded); SB Hwy 285 @ mm247 – Vehicle (CO CQC-662) cleared and red tagged; SB Hwy 285 @ mm247 – Vehicle (CO 347-OER) cleared and red tagged; Morrison Rd @ Rooney Rd (RTD Lot) – Minivan with no plates or battery and keys in ignition (had been red tagged, towed from lot); SB Hwy 285 @ mm247.5 – Vehicle with no license plates (cleared and red tagged); 16101 Hwy 8 (Waste Water Treatment Plant) – Vehicle (CO [REDACTED]) – cleared and red tagged; SB Hwy 285 @ mm247 – Vehicle (CO [REDACTED]) cleared and towed.
- **Eight Road Debris/Traffic Hazards:** EB C470 @ Morrison Rd – Large shreds of tire moved from roadway to shoulder (09/06/2016); NB Hwy 8 @ Hwy 285 – Large rocks moved from roadway to shoulder; Morrison Rd between Conoco and Downtown – Traffic control while Streets & Grounds removed skunk hit by vehicle from roadway; 300 Blk Bear Creek Ave – Traffic control while Streets & Grounds removed rabbit hit by vehicle from roadway; EB C470 @ Morrison Rd – Ladder moved from highway; WB Hwy74 @ mm17 – Tree limb moved from roadway to shoulder; EB C470 @ Morrison Rd – Large pine tree laying in roadway moved to shoulder (required two officers); WB C470 @ Morrison Rd – Tire shreds moved from Hwy to shoulder (09/22/2016).
- **Three Suspicious Vehicles:** 14711 W. Morrison Rd (Red Rocks Baptist Church) – Several juveniles sleeping in vehicle (checked clear & advised); Mt Falcon Park – Motorist (LA [REDACTED]) advised of park hours; 14711 W Morrison Rd (Red Rocks Baptist Church parking lot) – Person in vehicle (CO [REDACTED]) praying, advised after finishing prayer.
- **Four Nursing Home Calls (150 Spring St):** Suspicious male sitting on curb (waiting on ride to Air Port); 87 year of female complained that male nurse grabbed her right forearm (nurse was helping her to her wheelchair coming out of bathroom, patient suffers from dementia); Female (96) seen pulling hair of another female (75) (neither had recollection of incident); Male (75) yelling and threatening people requesting a lighter to smoke a cigarette (calmed down by Morrison Officer and advised).
- **Eighteen Miscellaneous Incidents:** EB C470 @ Morrison Rd – Routine traffic stop for speeding results in summons issued for driving with a revoked driver's license (alcohol provisions); WB Mt Vernon @ Market St – Routine traffic stop for stop sign violation results in summons issued for driving without a valid driver's license; EB Hwy 74 @ mm18 – Routine traffic stop for speeding results in summons issued for driving with a suspended driver's license (unpaid child support); Mt Falcon Park – Contact two motorists in parking lot to advise them that park was closed; EB Morrison Rd @ C470 – Routine traffic stop for red light violation results in summons issued for driving without a valid driver's license (license cancelled); EB C470 @ mm4 – Routine traffic stop for speeding results in summons issued for driving with a suspended driver's license (unpaid child support); EB C470 @ Morrison Rd – Routine traffic stop for speeding results in summons issued for driving with a cancelled/denied driver's license (unpaid tickets); EB Morrison Rd @ C470 – Routine traffic stop for red light violation results in summons issued for driving without a valid driver's license; SB Hwy 285 @ mm247.5 – Routine traffic stop for speeding results in summons issued for driving with a suspended driver's license (insurance termination); WB C470 @ mm4 – Routine traffic stop for speeding

results in summons issued for driving an uninsured vehicle; EB C470 @ mm4 – Routine traffic stop for speeding results in summons issued for driving with a suspended driver's license (DUI refusal); Morrison Rd @ C470 on-ramp – Routine traffic stop for red light violation results in a warrant arrest (Felony warrant out of South Dakota for dangerous drugs); Mt Vernon @ Market St – Routine traffic stop for red light violation results in summons issued for driving with a denied driver's license (unpaid ticket); Mt Vernon @ Market St – Traffic stop for turning the wrong way onto a one-way street results in a FTA warrant arrest (Arapahoe County per se DUI); SB Hwy 285 @ mm247.5 – Routine traffic stop for speeding results in summons issued for driving with a revoked driver's license; EB C470 @ mm4 – Routine traffic stop for speeding results in summons issued for driving with a suspended driver's license (insurance termination); EB C470 @ mm4 – Routine traffic stop for speeding results in summons issued for driving with a suspended driver's license (FTA); WB C470 @ mm4 – Routine traffic stop for speeding results in summons issued for driving with a suspended driver's license.

3. There were **13** dispatched calls in which Morrison Police Officers were unable to locate the subject of the call or the incident such as: Reckless Driver, Wrong Way Driver, Road Rage, Several Vehicles on Side of Road, Suspicious Vehicle, REDDI Reports, Accident, Drunk Driver, Elderly Male Walking on Highway and Unattended Dog in Vehicle,
4. Jennifer will answer approximately **512** phone calls and assist **50** walk-ins to the police building in **September, 2016**.
5. Morrison Police Officers will issue approximately **850** traffic citations, give **77** warnings and **41** parking tickets in **September, 2016**.

Thank you all for your continued support,

Rudy Sandoval, Chief of Police  
Morrison Police Department  
(303) 697-4810  
chief@police.town.morrison.co.us

TOWN OF MORRISON  
BOARD OF TRUSTEE REGULAR MEETING  
October 4, 2016  
Board Action Form

---

SUBJECT: Approval of Consent Agenda

PROCEEDURE: Approve the minutes, vouchers and payroll

RECOMMENDATION: Approve the Consent Agenda

TOWN ATTORNEY REVIEW:  YES  NO

MOTION: Motion to approve the Consent Agenda.

**TOWN OF MORRISON BOARD OF TRUSTEES  
MORRISON TOWN HALL, 110 STONE STREET  
REGULAR MEETING OF THE BOARD OF TRUSTEES  
TUESDAY, SEPTEMBER 20, 2016  
6:00 P.M.**

**Call to Order.** Mayor Pro Tem Brewster Caesar called the regular Town Board Meeting to order at 6:00 P.M.

**Roll Call.** Mayor Pro Tem Brewster Caesar, Mayor Sean Forey (attended by conference call), Trustees Venessa Angell, Katie Gill, and Allen Williams were present. Debora Jerome and Christopher Wolfe were absent. A quorum was established.

**Staff Present.** Gerald Dahl (Town Attorney), Kara Zabilansky (Town Administrator) and Charla Bryant (Town Clerk).

**Amendments to the Agenda.** Add an amendment to the Minutes of August 16<sup>th</sup> to 8d; add under 6e a discussion regarding an amendment of the Resolution for the Town Clerk to approve Liquor License Renewals; and under 9a add the Hogback report.

**Public to Address the Board.**

**Anne Marie Dogan, 131 Red Rocks Vista Lane, Morrison, CO 80465.** Dogan talked to the Board about Red Rocks concerts. Dogan is sorry she did not stay at the last meeting to hear the discussion regarding Red Rocks. Dogan wants to know what the Board is going to do to meet with Denver about Red Rocks. Dogan stated the most important issues are the length of the concerts and the diminution of the sounds to reduce the noise. The concerts should end at 10:00 P.M. Caesar said that Zabilansky would contact Dogan with a response to her questions. Caesar stated there would be a future article in the Hogback sent with the utility bill to let the public know what is going on regarding the Red Rocks concerts. Dogan asked if there was a way to have a Town blog so people can know what is happening Caesar said there will be a meeting with Denver.

**Sally White, 17677 Tycoon Avenue, Morrison, CO 80465.** White would like to know the outcome of the survey data for Red Rocks. White is concerned about the noise. White asked if the Board could appoint a liaison to talk to the public about Red Rocks. Some of the people are trying to meet with the County Commissioner. White does not feel there has been a significant diminution, but the concerts do end sooner. Concerts can be successful without the Town hearing them. White said something has changed in the last 5 to 10 years, but it does not have to be this way. Caesar asked Zabilansky to contact White and follow up. Gill asked if Forey suggested that there would be a meeting after the contract season was over because changes could not be made during the season. Caesar stated that this was a correct statement. Caesar said they have met with Denver representatives and told them what the Town wants which is a reduction of noise and earlier end times. In a month it will be discussed again and after that the Town will have a public meeting.

**Kathleen Dichter, 109 Spring Street, Morrison, CO 80465.** Dichter knows that the Board is going to start on the budget tonight. Dichter wants to suggest two areas for the Board to look at. One is traffic and parking. Whether the Town sets aside a quarter of a million dollars, or asks the Planning Commission or Elizabeth Stolfus, if the Town gets new residents out there, the Town wants them to come into the Town and enjoy the Town. Dichter was reading that the government has come out with a Data Accountability and Guaranty Act and it is for all areas of government local, state and federal and the Town has to be in compliance by May, 2017. Maybe \$5,000 should be set aside. The third thing was that in the Minutes it does not say she saw it on the balance sheet, it states financials. She has written 3 times and asked how she can have this changed. The last time she asked before the minutes had been approved. Caesar stated it will show up in her comments in today's Minutes.

### **Presentations and Hearings.**

**Approval of Technical and Financial Proposal for the Clearwell CMAR.** Simon Farrell, Project Engineer of JVA Consulting Engineers, is working on the Clearwell expansion at the Morrison Water facility. JVA is at 60% design for the Clearwell. They have submitted their Regulatory Report to the Colorado Dept. of Health and Environment. They are waiting for a response back. CMAR is Construction Manager at Risk delivery system. JVA received two bids; one from Integrated Water Services, Inc. (IWSI) and one from Canterbury Construction. This is a bid to finish the design. Farrell reviewed the proposals with Fouts and Zabilansky. He recommends giving a bid to IWSI for \$4,125.00. Caesar asked about the guaranteed maximum price. Farrell gave the cost of \$370,000.00. JVA wants to keep the cost of the project down to \$370,000.00. Caesar stated in the design, IWSI is recommending moving the location of the Clearwell because they are saying dirt fill is the biggest cost of the project. Caesar asked if this practical and is it on the Town's property? Farrell said it is not on the Town's property but the Town has an IGA with Denver Mountain Parks and JVA is attempting to extend the boundary because it would require less fill than other areas. Gill asked if this involved moving the sewer line. Farrell stated there was a sewer line there. JVA is trying to adhere to an imaginary boundary and may need to relocate the sewer. Farrell stated after the changes, the cost will be \$370,000.00. Williams would like to have the thicker concrete as it will not save much money to use less concrete. Angell made a motion to accept the technical and financial proposal from Integrated Water Services Inc. and enter into a contract upon attorney review of the form of contract, not to exceed \$4,125.00. Forey seconded the motion. All present voted in favor.

### **General Business.**

**Amendment to Agreement for Fleet Maintenance.** Zabilansky stated Jefferson County presented an amendment to fleet maintenance agreement. Caesar said it would be a 5 year extension 1 year at a time and it can be cancelled in thirty days. Angell made a motion to approve the amendment to the agreement for fleet maintenance with Jefferson County. Gill seconded the motion. All present voted in favor.

**Discussion Regarding Additional Parking in Front of Ozzi's.** Zabilansky stated Rhodig is trying to find additional parking throughout Town. Four spots were presented. It will be

controversial if done and will need Board support and approvals through CDOT. Ozzi stated they want to repave and stripe the parking lot. If parking were done, part of the access to Ozzi's lot would be lost. Ozzi's renter, Don Vogt, said the Town might be able to use the parking after 6:00 P.M. Williams said with parking there you would not see the Welcome to Morrison Sign and believes it would cause traffic problems. Williams does not believe it would look very good. Williams does not care if the Town blocks 5 feet of the entrance way to Ozzi's. Angell believes it would cause more traffic problems. The Town should continue to work with owners of the property. Forey said that If the owners would let the Town use the lot after 6:00 P.M., it would be good. Caesar stated parking will be discussed with the owners.

**Bradley Fence.** Forey called Jeff Bradley, but has not received a call back. Gill, Zabilansky and Forey met and walked the property. The fence that is currently there is a mess. Zabilansky stated it would be \$15,000 to \$20,000 to replace the fence with a like fence on the east side and remove the remnant on the west side. Gill said they want to ask Bradley if he would be willing to pay for it. Zabilansky stated that Bradley has done a lot of landscaping and it looks good. Williams asked if there was a requirement by Jefferson County for Open Space regarding the fence. Dahl doubts Jefferson County would have an Open Space requirement. Caesar said it would not be hard to bring Jefferson County into the loop. Dahl agreed with this. Forey stated he will call Bradley tomorrow.

**Budget Review – Admin, BOT, Building, Election, Court, & SGB.** There were no changes to Administration, Board of Trustees, Building, Election, Court and Streets, Grounds and Buildings.

**Liquor License Renewal Standards.** Dahl will amend the old resolution to a new resolution reflecting guidelines. Williams stated if it is not a violation, the Town Clerk can approve the Liquor License. Williams would like to see three steps: (1) Administrative only; (2) Discussion with the Board who can approve the liquor license or during the discussion a hearing can be triggered; and (3) Go to the Board for a hearing when there are obvious violations. Dahl will do a revised resolution.

#### **Departmental Reports.**

**Court.** Caesar stated that revenues were up and people need to slow down. There were no comments or questions.

**Accounting.** There were no questions or comments.

**Administrator.** Zabilansky received a call from Tad Bowman to discuss lighting at Red Rocks. They are implementing short term solutions and are looking into a long term solution. Kyle and Ryan Burris brought in a memorandum to this meeting. They have not been contacted by staff. Zabilansky will respond to Burris after Chief Sandoval gets through to CDOT. Zabilansky will call Burris and let them know the Town is working on it.

**Attorney.** There were no questions or comments.

**Consent Agenda.** Caesar made a motion to approve the Consent Agenda. Jerome seconded the motion. All present voted in favor of the motion.

**Board Comments.** Fred Pryor Seminars is a payroll seminar that Bryant will attend. Killingsworth called regarding the August 16, 2016 Minutes. It was agreed to take violations out of the Minutes in regard to the Holiday Bar. Williams made a motion to strike the sentence that states there were some violations... from the August 16, 2016 Board Minutes. Gill seconded the motion. All presented voted in favor of the motion. Caesar will write articles for the Hogback. Regarding the rooftop patios, Dahl stated it would have to be something simple like the election is coming up, please vote. It would have to be a neutral article. Caesar stated there is a perception that the Board is in favor of banning rooftop patios. Caesar will run the article by Dahl for approval tomorrow. Caesar stated this was the last water bill before the election. Caesar stated the next article will be about the noise at Red Rocks. Gill would like to have full time officers for the cross-walk issue. Zabilansky asked if Caesar would like to meet with Chief Sandoval. Caesar wants to hold off and see how the Chief handles it. Williams does not see a long term problem with the police monitoring the cross-walk; it would be half an hour each in the morning and afternoon. Williams and Gill believe the Police Department needs to find a way to do this.

**Adjournment.** The Meeting was adjourned at 7:32 pm.

TOWN OF MORRISON

---

Brewster Caesar, Mayor Pro Tem

ATTEST:

---

Charla D. Bryant, Town Clerk

Date	Payee	Employee Number	Reference Number	Check Number	M	Gross	Expense	FICA	FWT	SWT	Deduct	Net	D	Info	F/T
------	-------	-----------------	------------------	--------------	---	-------	---------	------	-----	-----	--------	-----	---	------	-----

09/23/2016															
PC															
Total PC:		6323		33		48,763.97	.00	3,730.46-	5,044.00-	1,678.00-	1,949.43-	36,362.08-			.00

PC Hours/Units/Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,752.25	.00	Direct Deposit Net	36,362.08-	D	Informational	.00
2-00	Overtime Pay	12.75	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	8.55	.00				Fringe Benefit	.00
4-00	Sick Leave Pay	14.70	.00					
5-02	PD Special Officer Wages-	186.50	.00					
6-00	Baravement	24.00	.00					
7-01	Holiday Pay	24.00	.00					
Grand Totals:		2,022.75	.00		36,362.08-			.00

Total 09/23/2016:		6323		33		48,763.97	.00	3,730.46-	5,044.00-	1,678.00-	1,949.43-	36,362.08-			.00
-------------------	--	------	--	----	--	-----------	-----	-----------	-----------	-----------	-----------	------------	--	--	-----

09/23/2016 Hours/Units/Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,752.25	.00	Direct Deposit Net	36,362.08-	D	Informational	.00
2-00	Overtime Pay	12.75	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	8.55	.00				Fringe Benefit	.00
4-00	Sick Leave Pay	14.70	.00					
5-02	PD Special Officer Wages-	186.50	.00					
6-00	Baravement	24.00	.00					
7-01	Holiday Pay	24.00	.00					

M=Manual Check D=Direct Deposit Net \*=Includes EIC T=Tips Reported F=Fringe Benefits

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
	Grand Totals:	2,022.75	.00		36,362.08-			.00
	Grand Totals:	6323	33	33	48,763.97	.00	3,730.46-	5,044.00-
							1,678.00-	1,949.43-
								36,362.08-
								.00

Grand Totals Hours/Units/Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,752.25	.00		36,362.08-	D	Informational	.00
2-00	Overtime Pay	12.75	.00	Direct Deposit Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	8.55	.00				Fringe Benefit	.00
4-00	Sick Leave Pay	14.70	.00					
5-02	PD Special Officer Wages-	186.50	.00					
6-00	Bereavement	24.00	.00					
7-01	Holiday Pay	24.00	.00					
	Grand Totals:	2,022.75	.00		36,362.08-			.00

M=Manual Check D=Direct Deposit Net \*Includes EIC T=Tips Reported F=Fringe Benefits

86

Report Criteria:

Invoices with totals above \$0.00 included.  
Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>GENERAL FUND</b>							
<b>10-25370 Insurance Payable</b>							
126	Kaiser Permanente	19046499	Employee Benefits	09/12/2016	9,493.98	9,493.98	10/04/2016
953	Principal Financial Group	112318066	Employee Benefits	09/17/2016	986.31	986.31	10/04/2016
<b>10-35-600 Court Fines</b>							
986	Bryan Bardon	62497	Reimbursement for over payment	06/18/2016	10.00	10.00	10/04/2016
Total :					10,490.29	10,490.29	
<b>ADMIN</b>							
<b>10-50-110 EMPLOYEE BENEFITS</b>							
50	Cobrahelp	118776	Monthly COBRA Admin Fee	09/15/2016	15.00	15.00	10/04/2016
<b>10-50-215 Telephone/Internet</b>							
185	CENTURYLINK	092516	3036978112866b	09/25/2016	40.87	40.87	10/04/2016
66	Comcast	091916	acct # 8497303010081835	09/19/2016	81.05	81.05	10/04/2016
212	T-mobile	091316	Account 515485017	09/13/2016	90.32	90.32	10/04/2016
<b>10-50-225 Travel and Meetings</b>							
127	Kara Zabilansky	092116	employee reimbursement	09/21/2016	60.90	60.90	10/04/2016
<b>10-50-300 Accounting Services</b>							
828	Jennifer Bennett	093016	Finance Services	09/26/2016	180.00	180.00	10/04/2016
<b>10-50-384 Alley Fest</b>							
987	Golden Designs	080116	Reimbursement	08/01/2016	60.00	60.00	10/04/2016
904	Promote Morrison	092716	Ciderfest	09/27/2016	29.73	29.73	10/04/2016
<b>10-50-395 Office Supplies</b>							
755	Eldorado Artesian Springs	21325973	Town of Morrison Acct 162793	09/22/2016	7.00	7.00	10/04/2016
343	Staples Advantage	3315237696	Office supplies	09/17/2016	124.13	124.13	10/04/2016
Total ADMIN					689.00	689.00	
<b>BOARD OF TRUSTEES</b>							
<b>10-55-397 Operating Supplies</b>							
343	Staples Advantage	3315237696	Office supplies	09/17/2016	12.36	12.36	10/04/2016
Total BOARD OF TRUSTEES:					12.36	12.36	
<b>COURT</b>							
<b>10-70-200 Outside Services</b>							
59	Colorado Dept Of Revenue - Dmv	100416	Default Clearances	10/04/2016	135.00	135.00	10/04/2016
<b>10-70-215 Telephone/Internet</b>							
185	CENTURYLINK	092516	3036978112866b	09/25/2016	40.89	40.89	10/04/2016
66	Comcast	091916	acct # 8497303010081835	09/19/2016	81.07	81.07	10/04/2016
<b>10-70-395 Office Supplies</b>							
755	Eldorado Artesian Springs	21327544	Water Town Hall acct 173522	09/22/2016	2.50	2.50	10/04/2016
113	Home Depot Credit Services	4010857	Supplies	09/19/2016	18.98	18.98	10/04/2016
343	Staples Advantage	3315237696	Office supplies	09/17/2016	61.79	61.79	10/04/2016
Total COURT:					340.23	340.23	
<b>PLANNING</b>							
<b>10-75-216 Red Rocks Centre</b>							
901	Deepwater Point Company	1603-63-01	Red Rocks Centre	09/15/2016	4,743.00	4,743.00	10/04/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>Total PLANNING:</b>					<b>4,743.00</b>	<b>4,743.00</b>	
<b>POLICE</b>							
<b>10-80-115 Worker's Compensation Ins-CIRS</b>							
43	Cirsa	161543	claim - Johnson	09/23/2016	1,826.63	1,826.63	10/04/2016
<b>10-80-215 Telephone/Internet</b>							
185	CENTURYLINK	092516	3036978112866b	09/25/2016	40.89	40.89	10/04/2016
66	Comcast	091916	acct # 8497303010081835	09/19/2016	81.07	81.07	10/04/2016
<b>10-80-345 Edu., Training &amp; Equip. Surchar</b>							
313	Galls, LLC	60213592	Police Supplies	09/07/2016	581.89	581.89	10/04/2016
161	Neve's Uniforms & Equipment	341037	Supplies	09/09/2016	674.00	674.00	10/04/2016
<b>10-80-360 Gas, Oil, and Vehicle Repair</b>							
869	E-470 PUBLIC HIGHWAY AUTH	091516	TOLL CHARGE	09/15/2016	8.00	8.00	10/04/2016
258	Jefferson County S. O.	090916	Unit 4	09/09/2016	35.30	35.30	10/04/2016
711	Voyager Fleet Systems INC	158637	fleet fuel	09/08/2016	466.18	466.18	10/04/2016
<b>10-80-395 Office Supplies</b>							
56	Colorado Department Of Agricul	2244	laser and radar	09/08/2016	180.00	180.00	10/04/2016
755	Eldorado Artesian Springs	21325973	Town of Morrison Acct 162793	09/22/2016	7.00	7.00	10/04/2016
113	Home Depot Credit Services	4010857	Supplies	09/19/2016	49.39	49.39	10/04/2016
407	Laser Technology Inc	152384	Police repairs	09/08/2016	125.00	125.00	10/04/2016
343	Staples Advantage	3314579626	Office supplies	09/10/2016	75.54	75.54	10/04/2016
242	Walmart	927300	Supplies	09/22/2016	218.82	218.82	10/04/2016
<b>10-80-615 Animal Control</b>							
967	Jefferson County Sheriff's Office	65237	Animal Control	09/09/2016	118.00	118.00	10/04/2016
<b>Total POLICE:</b>					<b>4,485.71</b>	<b>4,485.71</b>	
<b>PUBLIC WORKS</b>							
<b>10-85-200 Outside Services</b>							
196	Rooney Valley Maintenance	093016	Monthly Cleaning Service	09/30/2016	534.00	534.00	10/04/2016
<b>10-85-215 Telephone/Internet</b>							
66	Comcast	091916	acct # 8497303010081835	09/19/2016	81.07	81.07	10/04/2016
<b>10-85-360 Gas, Oil, and Vehicle Repair</b>							
113	Home Depot Credit Services	4010857	Supplies	09/19/2016	2.00	2.00	10/04/2016
113	Home Depot Credit Services	4010857	Supplies	09/19/2016	45.87	45.87	10/04/2016
<b>10-85-365 Building and Repair Materials</b>							
113	Home Depot Credit Services	4010857	Utility supplies	09/19/2016	12.59	12.59	10/04/2016
113	Home Depot Credit Services	4010857	Utility supplies	09/19/2016	31.91	31.91	10/04/2016
113	Home Depot Credit Services	4010857	Utility supplies	09/19/2016	54.88	54.88	10/04/2016
113	Home Depot Credit Services	4010857	Supplies	09/19/2016	169.88	169.88	10/04/2016
113	Home Depot Credit Services	4010857	Supplies	09/19/2016	48.24	48.24	10/04/2016
<b>10-85-370 Repair and Maintenance</b>							
113	Home Depot Credit Services	4010857	Supplies	09/19/2016	71.56	71.56	10/04/2016
<b>10-85-375 Utilities</b>							
251	Xcel Energy	517509763	Utilities	09/22/2016	44.65	44.65	10/04/2016
251	Xcel Energy	517526569	Utilities	09/22/2016	64.74	64.74	10/04/2016
<b>10-85-397 Operating Supplies</b>							
906	Bobcat of the Rockies	13102419	supplies	09/16/2016	114.80	114.80	10/04/2016
906	Bobcat of the Rockies	13102488	supplies	09/19/2016	44.98	44.98	10/04/2016
755	Eldorado Artesian Springs	21325973	Town of Morrison Acct 162793	09/22/2016	7.00	7.00	10/04/2016
113	Home Depot Credit Services	4010857	Supplies	09/19/2016	18.77	18.77	10/04/2016
113	Home Depot Credit Services	4010857	Supplies	09/19/2016	32.31	32.31	10/04/2016
343	Staples Advantage	3315237696	Office supplies	09/17/2016	24.17	24.17	10/04/2016
<b>Total PUBLIC WORKS:</b>					<b>1,403.42</b>	<b>1,403.42</b>	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>HISTORY MUSEUM</b>							
<b>10-90-215 Telephone</b>							
66	Comcast	091916	acct # 8497303010081835	09/19/2016	81.07	81.07	10/04/2016
<b>10-90-358 Inventory - Expense</b>							
248	K&M International/WildRepublic	1023655	museum inventory	08/30/2016	31.99	31.99	10/04/2016
<b>10-90-397 Operating Supplies</b>							
183	Quill	95743400	MNHM Supplies	09/19/2016	266.86	266.86	10/04/2016
Total HISTORY MUSEUM:					379.92	379.92	
Total GENERAL FUND:					22,543.93	22,543.93	
<b>UTILITY FUND</b>							
<b>20-25370 Insurance Payable</b>							
128	Kaiser Permanente	19046499	Employee Benefits	09/12/2016	1,802.72	1,802.72	10/04/2016
953	Principal Financial Group	112318066	Employee Benefits	09/17/2016	135.36	135.36	10/04/2016
Total :					1,938.08	1,938.08	
<b>SEWER EXPENDITURES</b>							
<b>20-40-215 Telephone/Internet</b>							
185	CENTURYLINK	092516	3036975319287B	09/25/2016	130.98	130.98	10/04/2016
185	CENTURYLINK	092516	3036978112866b	09/25/2016	40.89	40.89	10/04/2016
66	Comcast	091916	acct # 8497303010081835	09/19/2016	81.07	81.07	10/04/2016
212	T-mobile	091316	Acct 707087534	09/13/2016	82.81	82.81	10/04/2016
<b>20-40-395 Office Supplies</b>							
755	Eldorado Artesian Springs	21325973	Town of Morrison Acct 162793	09/22/2016	7.00	7.00	10/04/2016
343	Staples Advantage	3315237696	Office supplies	09/17/2016	12.36	12.36	10/04/2016
<b>20-40-397 Operating Supplies</b>							
113	Home Depot Credit Services	4010857	Utilities	09/19/2016	39.69	39.69	10/04/2016
238	Usa Blue Book	59925	Supplies	09/14/2016	205.13	205.13	10/04/2016
<b>20-40-508 Sludge Hauling</b>							
731	McDonald Farms Enterprises,INC	420403-1021	Pickup and Return	09/14/2016	608.80	608.80	10/04/2016
Total SEWER EXPENDITURES:					1,208.73	1,208.73	
<b>CAPITAL PROJECTS - UF</b>							
<b>20-42-908 Red Rocks Amp. Water</b>							
959	Canterbury Const Mgmt Services,	092616	Red Rocks-Booster Pump Station	09/26/2016	4,378.27	4,378.27	10/04/2016
Total CAPITAL PROJECTS - UF:					4,378.27	4,378.27	
<b>WATER EXPENDITURES</b>							
<b>20-45-215 Telephone/Internet</b>							
185	CENTURYLINK	091916	3036974857295B	09/19/2016	68.99	68.99	10/04/2016
185	CENTURYLINK	092516	3036976101239B	09/25/2016	59.72	59.72	10/04/2016
185	CENTURYLINK	092516	3036978112866b	09/25/2016	40.89	40.89	10/04/2016
66	Comcast	091916	acct # 8497303010081835	09/19/2016	81.07	81.07	10/04/2016
<b>20-45-395 Office Supplies</b>							
755	Eldorado Artesian Springs	21325973	Town of Morrison Acct 162793	09/22/2016	7.00	7.00	10/04/2016
343	Staples Advantage	3315237696	Office supplies	09/17/2016	12.36	12.36	10/04/2016
<b>20-45-397 Operating Supplies</b>							
113	Home Depot Credit Services	4010857	Utilities	09/19/2016	39.69	39.69	10/04/2016
113	Home Depot Credit Services	4010857	Utilities	09/19/2016	97.49	97.49	10/04/2016
238	Usa Blue Book	59925	Supplies	09/14/2016	205.13	205.13	10/04/2016
<b>20-45-401 SCADA</b>							
965	Timber Line Electric & Control	1200	Field Service	09/16/2016	802.00	802.00	10/04/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
985	Timber Line Electric & Control	1204	Field Service	09/16/2016	327.50	327.50	10/04/2016
20-45-500	Chemicals						
872	TREATMENT TECHNOLOGY	173675	SUPPLIES	09/15/2016	1,388.37	1,388.37	10/04/2016
20-45-510	Lab Fees						
286	Colorado Analytical Lab	160907116	Drinking Water	09/16/2016	39.00	39.00	10/04/2016
Total WATER EXPENDITURES:					3,169.21	3,169.21	
Total UTILITY FUND:					10,694.29	10,694.29	
Grand Totals:					33,238.22	33,238.22	

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

- Invoices with totals above \$0.00 included.
- Only paid invoices included.