AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Public Hearing; Marijuana Facility License for Cultivation; Southern Charm Organics, LLC; Lot 14, Signal Peak Industrial Park

Action Requested: Motion

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Southern Charm Organics LLC, represented by Fred Woerner is requesting a Marijuana Facility License for cultivation at 435 Industrial Park Road

Fiscal Impact:

Submitted by: Russell Forrest **Submitter's Email Address:** rforrest@gunnisoncounty.org

Finance Review: ○ Required ◉ Not Required

Comments:

Reviewed by: Discharge Date:

County Attorney Review: ◉ Required ○ Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 11/19/2014 Certificate of Insurance Required Yes ○ No ◉

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 11/20/2014

○ Consent Agenda ◉ Regular Agenda ○ Worksession Time Allotted: 10 minutes

Agenda Date: 11/25/2014 Follow Up Agenda Date:

Revised April 2013

To:	Gunnison County Board of County Commissioners/Gunnison County Marijuana Licensing Authority
From:	Russell Forrest
Date:	November 25, 2014
Subject:	Public Hearing for a Marijuana Facility License for Cultivation
	Applicant: Southern Charm Organics LLC, represented by Fred Woerner.
	Location: 435 Industrial Park Rd, Lot 14 Signal Peak Industrial Park

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1. PURPOSE:

The purpose of this hearing is to receive public input regarding a proposed Marijuana Facility License for cultivation located at 435 Industrial Park Rd, Lot 14 Signal Peak Industrial Park. The proposed cultivation facility, if approved, would be located in a existing warehouse building in the Signal Peak Industrial Park. The approximate square footage of the building is 5,000 square feet. Southern Charm Organics would have a lease for the entire area of the building.

The Gunnison County Marijuana Licensing Authority is the Board of County Commissioners (BOCC). The BOCC is requested to receive public input and review the application against the standards mentioned below. A motion is requested to either approve, approve with conditions, or deny the application.

This proposed facility, given its location in Signal Peak Industrial (See Section 9-104 of the Land Use Resolution) was reviewed under an Administrative Review Land Use Change Permit Application.

2. PURPOSE AND STANDARDS

On July 1, 2014 the BOCC approved Resolution No. 2014-18 which authorized regulations for marijuana cultivation, manufacturing and testing facilities. The purpose of these regulations are to:

1. To authorize licensing of marijuana cultivation, manufacturing, and testing in unincorporated Gunnison County as provided in §§ 12-43.3-301(2)(a), 12-43.4-104(3) and 12-43.4-301, C.R.S., as amended;

2. To establish specific standards and procedures for local licensing of marijuana-related business and establishments; and
3. To protect the health, safety, and welfare of the residents, consumers and patients in Gunnison County by prescribing the manner in which marijuana businesses can be conducted in the County.

As per Article 5, Standards, of Resolution of **No. 2014-18** the Board must find the following to approve a license:

A. **LACK OF CRIMINAL HISTORY**: The applicant and principal employees of a marijuana facility have no history of criminal activity indicating moral turpitude. Applicants shall provide suitable evidence of a Persons' proof of lawful presence, residence, and good character and reputation that the Board may request. The applicant must also consent to a criminal background check of the applicant and its principal employees.

B. **HARMONIOUS LAND USE**: The use and any associated signage is not identifiable as a Marijuana Facility from adjacent property, nor any arterial road, public trail, or public park. The applicant must demonstrate to the Board's satisfaction that there is no measurable detrimental impact to adjacent property which cannot be mitigated, and the applicant has demonstrated to the Board that the facility will be harmonious with its surrounding uses.

C. **APPLICABLE PROPERTY OWNERS ASSOCIATION APPROVAL:** The applicant must provide written consent for the use from the Property Owners Association if an active association exists for the subject property.

D. **ODOR:** Odors from any marijuana facility shall not be detectable and noticeable at the boundary to adjacent properties. Facilities shall be equipped with proper ventilation systems so that odors are filtered and do not materially interfere with adjoining land uses.

E. **FIRE AND SECURITY EMERGENCY SERVICES:** Applicable Fire Districts and the Sheriff's Department will receive applications for their review and comment. Concerns related to public safety received from emergency services must be avoided or mitigated to the Authority's satisfaction.

F. **PUBLIC SERVICES**: The Applicant shall demonstrate that there are adequate public services to support the proposed use.

The Board may approve or approve with conditions a license that meets all of the standards in Article 5. The Board shall deny an application that does not comply with the licensing requirement in Article 5.

3. STAFF ANALYSIS OF CRITERIA AND PUBLIC INPUT RECEIVED

Staff referred this application to the Gunnison Fire Protection District, Gunnison County Building and Environmental Health Official, Gunnison County Sheriff's Office, Gunnison County Public Works, and Gunnison Energy Electrical Association. In addition, a public notice of this hearing and the land use application was sent to all property owners within 1000 feet of the property, notice placed on the property, and a notice was placed in the paper at least 15 days prior to the public hearing. No public input was received on the application at the time this memorandum was prepared. Staff has not received any comments from referral agencies or the public that would generate any concern regarding the issuance of a Marijuana Facility License.

Attachment A includes the application, an operational summary, and the applicant responses to the standards for a License. The following is staff's analysis of compliance to the Standards in Article 5.

A. **LACK OF CRIMINAL HISTORY**: The applicant and principal employees of a marijuana facility have no history of criminal activity indicating moral turpitude. Applicants shall provide suitable evidence of a Persons' proof of lawful presence, residence, and good character and reputation that the Board may request. The applicant must also consent to a criminal background check of the applicant and its principal employees.

> Staff Response: Staff, in the creation of the licensing requirements, acknowledged that we would utilize the background check process required by the State of Colorado and the State of Colorado Marijuana Enforcement Division (The Division). The Division has completed the background check for this applicant and reviewed the results with County staff. The applicant has also been issued a conditional State License. A condition of State approval is that the applicant receive a permit from the "local authority." There were not significant issues identified in the applicants background check conducted by the State. In addition, as mentioned previously, this application was forwarded to the Sheriff's office for their review. Again no input was provided to raise any concern regarding this standard.

B. **HARMONIOUS LAND USE**: The use and any associated signage is not identifiable as a Marijuana Facility from adjacent property, nor any arterial road, public trail, or public park. The applicant must demonstrate to the Board's satisfaction that there is no measurable detrimental impact to adjacent property which cannot be mitigated, and the applicant has demonstrated to the Board that the facility will be harmonious with its surrounding uses.

> Staff Response: It was felt during the development of Marijuana Facility Regulations that a marijuana facility would generally be consistent with the existing uses in the Signal Peak Industrial Park if the applicant demonstrates that they meet the Standards in Section 9-104 along with the other applicable sections of the LUR and the Marijuana Facility Licensing Standards. In reviewing

this specific application, staff believes that this proposal will result in a harmonious land use with the recommended conditions stated below. The following image indicates the location of the proposed business (see circle). A proposed marijuana facility is also proposed directly west of the site. There are no sensitive or incompatible land uses adjacent to this use in staff's opinion.

C. **APPLICABLE PROPERTY OWNERS ASSOCIATION APPROVAL:** The applicant must provide written consent for the use from the Property Owners Association if an active association exists for the subject property.

Staff Response: There is no Property Owners Association for Signal Peak.

D. **ODOR:** Odors from any marijuana facility shall not be detectable and noticeable at the boundary to adjacent properties. Facilities shall be equipped with proper ventilation systems so that odors are filtered and do not materially interfere with adjoining land uses.

Staff Response: The Applicant is proposing activated carbon scrubbers to mitigate odor. This is the most common odor elimination measure used in the

industry. Staff has a recommended condition provided below and with that condition, if accepted, staff believes this standard will be met.

E. **FIRE AND SECURITY EMERGENCY SERVICES:** Applicable Fire Districts and the Sheriff's Department will receive applications for their review and comment. Concerns related to public safety received from emergency services must be avoided or mitigated to the Authority's satisfaction.

Staff Response: As mentioned, the application has been referred to the Gunnison Fire Protection District and the Sherriff's Department. In addition, the State has specific security requirements. The applicant has received conditional approval (conditioned upon Gunnison County approval for a license) from the State of Colorado. The applicant will need to secure approvals for a building permit to build the structure in question.

F. **PUBLIC SERVICES**: The Applicant shall demonstrate that there are adequate public services to support the proposed use.

Staff Response: The County Health Officer has reviewed the system and has included a condition below related to the septic system and water quality. Well water is provided to the building and it is maintaining its commercial use. No comments were received by Gunnison County Electrical Association.

4. RECOMMENDATIONS

Staff finds that the application meets the Marijuana Facility License standards and recommends approval of the license with the following recommended conditions:

1) After the license is issued and the operation has commenced, periodic inspection of the facility by Gunnison County officials shall be allowed by the property owner and applicant with reasonable notice. There shall be no noticeable odors outside of the subject building detected by inspections. Failure to correct detectible odors outside of the building may result in revocation of the license.
2) The applicant shall sample the septic system prior to the commencement of operation and then three times after the operation commences. The property owner will be required to provide consent to this sampling prior to the issuance of the license and the applicant shall receive approval from the Gunnison County Environmental Health Officer on a sampling procedure. In addition, the property owner and applicant shall provide consent for annual sampling if requested by the Gunnison County Environmental Health Officer. All required sampling shall be done at the applicant's expense and the results shared with the Gunnison County Environmental Health Official. The purpose of this sampling is to ensure that adjacent water bodies are not being impacted by the marijuana licensing facility.

Evidence of water quality impacts from the facility may be the basis for not renewing a license or revoking a license.

3) There shall be no F1 uses or occupancies (as defined by the 2009 International Building Code) on the second floor of the structure unless specifically approved in writing by the Gunnison County Building Official.
4) As mentioned in Resolution of No. 2014-18 the applicant is consenting to inspections. Evidence from inspections or documented complaints regarding the facility in respect to the Standards in Resolution No. 2014-18 or in Section 9-104 of the Land Use Resolution or failure to comply with other applicable local or state regulations may result in enforcement action against the applicant including revocation of the license.
5) This license is approved conditioned upon receiving and maintaining all appropriate licenses with the Colorado Marijuana Licensing Authority. Failure to receive or maintain a valid applicable Colorado Marijuana License will result in the revocation of Gunnison County Marijuana Facility License.

ATTACHMENTS:

Attachment A: Marijuana Facility License Application

Attachment B: Public Notice

ATTACHMENT A

Marijuana Facility License Application

MJ-14-00209

Gunnison County COLORADO

GUNNISON COUNTY, COLORADO
MARIJUANA FACILITY LICENSE APPLICATION

GUNNISON COUNTY COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING OFFICE
221 N. WISCONSIN ST, STE D., GUNNISON, CO 81230
TELEPHONE: 970-641-0360 FAX: 970-641-8585
Website: http://www.gunnisoncounty.org/planning.html Email: planning@gunnisoncounty.org

DATE RECEIVED BY COMMUNITY DEVELOPMENT DEPT..: ____/____/____
APPLICATION FEE PAID: ____/____/____
paid 2000.00
Ck # 1306

APPLICANT NAME (If the applicant is not the owner of the land, the applicant shall submit a notarized letter signed by the owner consenting to the submittal. Consent of the owner for submittal shall imply consent by the owner for the County to complete the review process.):
Fred Woerner IV

MAILING ADDRESS:
P.O. Box 266

CITY:	STATE:	ZIP:
Almont	CO	81210

PHONE (day):	PHONE (Mobile):
251-747-4637	

FAX:	E-MAIL ADDRESS:
	F.woerner@yahoo.com southernpharmorganicsllc@yahoo.com

PROPERTY OWNER (If other than applicant, a notarized letter from the property owner consenting to this application, must be submitted. If the applicant is not the sole owner of the land, the applicant shall submit a notarized letter(s) signed by all other owners, and/or by an association or corporation representing the owners, consenting to, or joining in, the application.):

NAME: Anthony J. Sitts

MAILING ADDRESS:
111 West 2nd St

CITY:	STATE:	ZIP:
Ellinwood	KS	67526

PHONE (day):	(evening):
970-209-5555	

FAX:	E-MAIL ADDRESS:
	tsfly4fun@hotmail.com

PRIMARY CONTACT PERSON and AUTHORIZED REPRESENTATIVE (The person the Community Development Department should contact regarding scheduling of meetings and information for this application. A NOTARIZED LETTER from the property owner authorizing the representative must be submitted.)

NAME: Fred Woerner IV

SCANNED

received 10-17-14

MAILING ADDRESS: P.O. Box 266		
CITY: Almont	**STATE:** CO	**ZIP:** 81210
PHONE (day): 251-747-4637	**(evening):**	
FAX:	**E-MAIL ADDRESS:** southernchermorganicsllc@yahoo.com	

LOCATION AND TYPE OF FACILITY

LOCATION OF PROPOSED MARIJUANA FACILITY	***ADDRESS:*** 435 Industrial Park Rd Gunnison, CO 81230	***NAME OF SUBDIVISION (If applicable)*** Signal Peak Industrial Park
PARCEL NUMBER:	**Legal Description of facility**	
TYPE OF MARIJUANA FACILITY (CIRCLE ALL APPLICABLE)	***1. Cultivation*** ***2. Manufacturing*** ***3. Testing***	

TYPE OF APPLICATION	***Type of Application:***	***Fee***
	✓ ***New Application***	***$3,500***
	✓ ***Operating Fee****	***$1,000***
	___ ***Renewal Application***	***$1,500***
	___ ***License Modification Application***	***$1,000***
	___ ***Pending Application modification***	***$ 125***
	(*Operating Fee required for New and Renewal Applications)	
Is facility in an existing structure? (Circle Appropriate Answer)	***Yes***	***No***
If using an existing structure, is an expansion planned that would increase the square footage of the facility? (Circle Appropriate Answer)	***Yes*** ***By How many square feet:***	***No***

*****

LIST OF SUBMITTAL MATERIALS The following are required to be included and addressed in the license application submittal.

1. ✓ A notarized letter documenting that the property owner (If different from the Applicant) provides consent for the use of the facility on their land.
2. N/A If the proposed facility is located at Riverland or Signal Peak Industrial Parks the applicable home owners association must provide consent from the Home Owners Association (if that association is active)
3. N/A If the proposed facility is located at Gold Basin Industrial Park provide a letter from the Gunnison County Public Works Department that property owner consent has been provided to apply for a license application.
4. _____ Provide a copy of the completed applicable Land Use Change Application which depending on use and location could be one of the following applications:
    a. Minor Impact Application;
    b. Administrative Review Application; or

c. Gold Basin Industrial Park Special Area Regulation Application (applicable to all Marijuana Facilities proposed in Gold Basin Industrial Park).

5. ___✓___ A copy of all State of Colorado License applications that have been submitted to the State to receive a State license for a marijuana facility. The County will request the results of a criminal background check from the State of Colorado. Submission of this application will provide consent to review and disclose criminal background information in the licensing process.
6. ___✓___ A to scale site plan of all buildings on the property where the premises is located, including a floor plan showing how the floor space is or will be used, parking for the premises, total floor area of the building(s), and the nature and location of any existing or proposed exterior lighting and signage;
7. ___✓___ A to scale vicinity map showing and describing adjacent uses.
8. ___✓___ Provide a physical description which could include architectural elevations, photographs, landscaping, topography and narrative to describe how the proposed facility would be harmonious with adjacent uses.
9. ___✓___ A list of all other uses on the property including uses that may share the proposed structure;
10. ___✓___ A copy of the state sales tax license for the business, if applicable.
11. ___✓___ A detailed description of the operational plan for the facility including hours of operation, number of employees, anticipated loading and delivery traffic and frequency, and hazardous or flammable material storage and usage.
12. ___✓___ A detailed narrative (i.e a specific plan for B-F) description of how the application complies with the standards for a license that include:

A. **LACK OF CRIMINAL HISTORY**: The applicant and principal employees of a marijuana facility have no history of criminal activity indicating moral turpitude. Applicants shall provide suitable evidence of a Persons' proof of lawful presence, residence, and good character and reputation that the Board may request. The applicant must also consent to a criminal background check of the applicant and its principal employees.

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E. **FIRE AND SECURITY EMERGENCY SERVICES:** Applicable Fire Districts and the Sheriff's Department will receive applications for their review and comment. Concerns related to public safety received from emergency services must be avoided or mitigated to the Authority's satisfaction.

F. **PUBLIC SERVICES**: The Applicant shall demonstrate that there are adequate public services to support the proposed use.

13. N/A A list of alcohol or drug treatment facilities, licensed child care facilities, parks, public buildings, public trails, places of worship, and educational facilities (below college grade level) within 1000 feet as measured from the closest point of the subject property lines;
14. _____ A mailing list and a map (showing the parcels) for all property owners within 1000 feet as measured from each boundary of the subject parcel (This can be generated through Gunnison County online GIS system);
15. N/A A copy of the state sales tax license for the business if applicable; medical marijuana-infused products manufacturing license applications, information about which medical marijuana center is associated with the business;
16. ✓ A description with dimensions of all exterior signage proposed on the property;
17. ✓ Description of security measures to prevent theft and to minimize fire danger;
18. ✓ A description of measures to eliminate or mitigate odors from the facility.

Assessor Quick Links
Gunnison Assessor Home
Find Property Records

Gunnison County COLORADO

Assessor Property Record Search

Owner and Parcel Information

Owner Name & Mailing Address	
SITTS ANTHONY J 111 W 2ND ST ELLINWOOD, KS 67526-1554	
Business Name:	ACE CONCRETE PUMPING

Today's Date:	October 17, 2014
Appraisal Year:	2014

Account Number:	R007988
Parcel Number:	3789-030-02-006
Account Type:	Mixed Use
Economic Area:	Econ Area 1
Tax District:	601
Mill Levy:	50.446

Property Location:	435 INDUSTRIAL PARK RD, GUNNISON
Neighborhood:	SIGNAL PEAK
LEA:	SIGNAL PEAK I (12530)
Subdivision:	SIGNAL PEAK INDUSTRIAL PK 1&2
Condo:	
Legal Description:	LOT 14 SIGNAL PEAK INDUSTRIAL PARK #546293
Parcel Notes	TOTAL PARCEL = 1.56 AC

Parcel Map	Show Parcel Map
Building Photos	Building Images
Building Sketches	Building Sketches

Generate Neighboring Owner List by Distance

Search Sales By Subdivision

2014 Assessment Information

Land Actual Value	Land Assessed Value	Building Actual Value	Building Assessed Value	Total Actual Value	Total Assessed Value
$75,100	$11,670	$232,000	$42,750	$307,100	$54,420

Prior Year Assessment Information

Year	Actual Value	Assessed Value	Mill Levy	Ad Valorem Taxes
2013	$307,100	$54,420	50.446	$2,745.27
2012	$385,560	$63,080	44.797	$2,825.79
2011	$385,560	$63,080	44.988	$2,837.84
2010	$498,240	$89,880	41.575	$3,736.76
2009	$498,240	$89,880	40.414	$3,632.40
2008	$436,930	$78,020	42.029	$3,279.12
2007	$436,930	$78,020	36.828	$2,873.32
2006	$275,550	$41,260	44.434	$1,833.36

Contact the Treasurer's Office for current property tax amount due. Do not use the figures above to pay outstanding property taxes.

Land Information

Land Description	Land Type	Acres	Site Access	Electricity	Sewer	Water	Other Attributes
WAREHOUSE/STORAGE-LAND	Commercial	0.560	YEAR ROUND	YES	ISDS SEPTIC SYSTEM INSTALLED	WELL INSTALLED	LAND TYPE - MEADOW
SINGLE FAM.RES.-LAND	Residential	1.000	YEAR ROUND	YES	ISDS SEPTIC SYSTEM INSTALLED	WELL INSTALLED	LAND TYPE - MEADOW

Sales Information

Sale Date	Sale Amount	Grantor	Grantee	Vacant or Improved (at time of sale)	Reception #	Deed Type
04/25/2004		SITTS & CO CONCRETE INC	SITTS ANTHONY J	N/A	546293	QUIT CLAIM DEED - NO FEE
08/03/2001		CONCRETE SYSTEMS INC	SITTS & CO CONCRETE INC	N/A	513346	QUIT CLAIM DEED - NO FEE
09/04/1998	$35,000	DAVID JACK	CONCRETE SYSTEM INC	Vacant	486896	WARRANTY DEED - FEE
04/24/1998	$25,000	J & S ENTERPRISES	DAVID JACK L	Vacant	483253	WARRANTY DEED - FEE

Building Information

Building Number 1:

Occupancy Type	OTHER	**Quality of Construction**	Fair	**Stories**	2	**Primary Heating System**
Building Description	OTHER	**Exterior Condition**	Average	**Roof**	Preformed Metal	**Domestic Hot Water**

Original Year Built	2000	**Interior Condition**		**Exterior**		**Landscaping**	0
Effective Year Built	2000	**Bedrooms**	1	**Foundation**	Slab		
Percent Complete	100%	**Bathrooms**	2	**Windows**			

Building Square Footage or Units:	
Above-grade Living Area	1,078 sqft
Finished Basement	0 sqft
Unfinished Basement	0 sqft
Garage	2450 sqft

Building Number 2:

Occupancy Type	GARAGE	**Quality of Construction**	Fair	**Stories**	1	**Primary Heating System**	
Building Description	Mini Lube Garage	**Exterior Condition**	Average	**Roof**		**Domestic Hot Water**	
Original Year Built	0	**Interior Condition**		**Exterior**		**Landscaping**	0
Effective Year Built	2000	**Bedrooms**	0	**Foundation**	Concrete		
Percent Complete	100%	**Bathrooms**	0	**Windows**			

Building Square Footage or Units:	
Above-grade Living Area	2,000 sqft
Finished Basement	0 sqft
Unfinished Basement	0 sqft
Garage	0 sqft

The Gunnison County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. All assessment information is subject to change before the next certified tax roll. Website Updated: October 12, 2014

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Gunnison County
COLORADO

Photograph 1 for Account: R007988

Close Window

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Marijuana Facility Application Submittal Materials

1. Attachment **A** – Notarized letter of consent from property owner.
2. N/A
3. N/A
4. See Land Use Change Packet
5. See State License Applications
6. Attachment **B** – Site Plan/Layout
7. Attachment **C** – Vicinity Map
8. The proposed land use change will almost primarily take place within the building so there will be no disturbances to surrounding landowners. The only changes that will be noticeable from the exterior of the building will be the addition of two small signs to the outside of the building. There will be very little traffic associated with this parcel.
   Attachment **D** – Sign to be hung at entrances to facility
   Attachment **E** – Aerial Photo of parcel and facility
9. The owner of the property stores a camper trailer on the property and also has a container on the property that is used for his personal storage.
10. Attachment **F** – State Sales Tax License
11. Attachment **G** – Operational Plan
12. Attachment **H** – License Standards
13. N/A
14. Attachment **I** – Mailing List and Map of parcels within 1000ft
15. N/A
16. Attachment **J** – Sign to be hung at entrances to building
17. The state has strict mandates on the security system and security cameras to be installed. The security system will be monitored by a security company 24 hours a day. The security system will alarm if any windows or doors are tampered with. There will also be motion detected alarms within the building. Security cameras will surround the building and be located throughout the building including inside the cultivation rooms. The building will also be indiscrete and will show no signs of being a marijuana facility from the exterior.
18. Odors will be eliminated using air scrubbers in the cultivation rooms and in the warehouse. The scrubbers, which are carbon filters, will circulate 750-1000cfm. There will be two scrubbers in each cultivation room and as many scrubbers as needed to eliminated odors in the warehouse outside of the cultivation rooms. Any air that is vented from the warehouse to the outdoors will be run through an Ozonators, each of which is rated to eliminated odors and ventilate up to a 20,000 cu ft space. If needed, an Ona odor neutralizing system will be installed as well. This system circulates air and eliminates organic odors and uses subtle scents that are derived from essential oils to freshen the air.

SCANNED

Marijuana Facility Application

Attachment

A

SCANNED

SITTS & COMPANY

BUILDING & REMODELING

111 W. 2nd. St. Ellinwood, KS. 67526

970-209-5555

Date: 9/26/14

To: Gunnison County

From: Anthony J. Sitts

Letter of consent: I, Anthony J. Sitts (DBA: Sitts & Company Building & Remodeling) consent to leasing 435 Industrial Park Rd. to Southern Charm Organics, LLC. as per lease agreement.

Anthony J. Sitts Owner: _____ 9-29-14

State of Colorado
County of Gunnison
Signed before me on 9/29/14 by Anthony J. Sitts
Linda Appleton, notary public
exp 5/21/2015

Site Plan/Layout Index

Pg 1..... Parcel map showing parcel and adjacent parcels with owners' name(s) and size of parcel

Pg 2..... Aerial photo of parcel

Pg 3..... Aerial photo of parcel showing structure, utilities, parking area and irrigation ditch

Pg 4..... Photo of Facility/ Warehouse

Pg 5..... Warehouse Floor plan

Pg 6..... Floor plan for West Bay portion of warehouse

Pg 7..... Floor plan for East Bay portion of warehouse

Pg 8..... Floor plan for Mechanical Room portion of warehouse

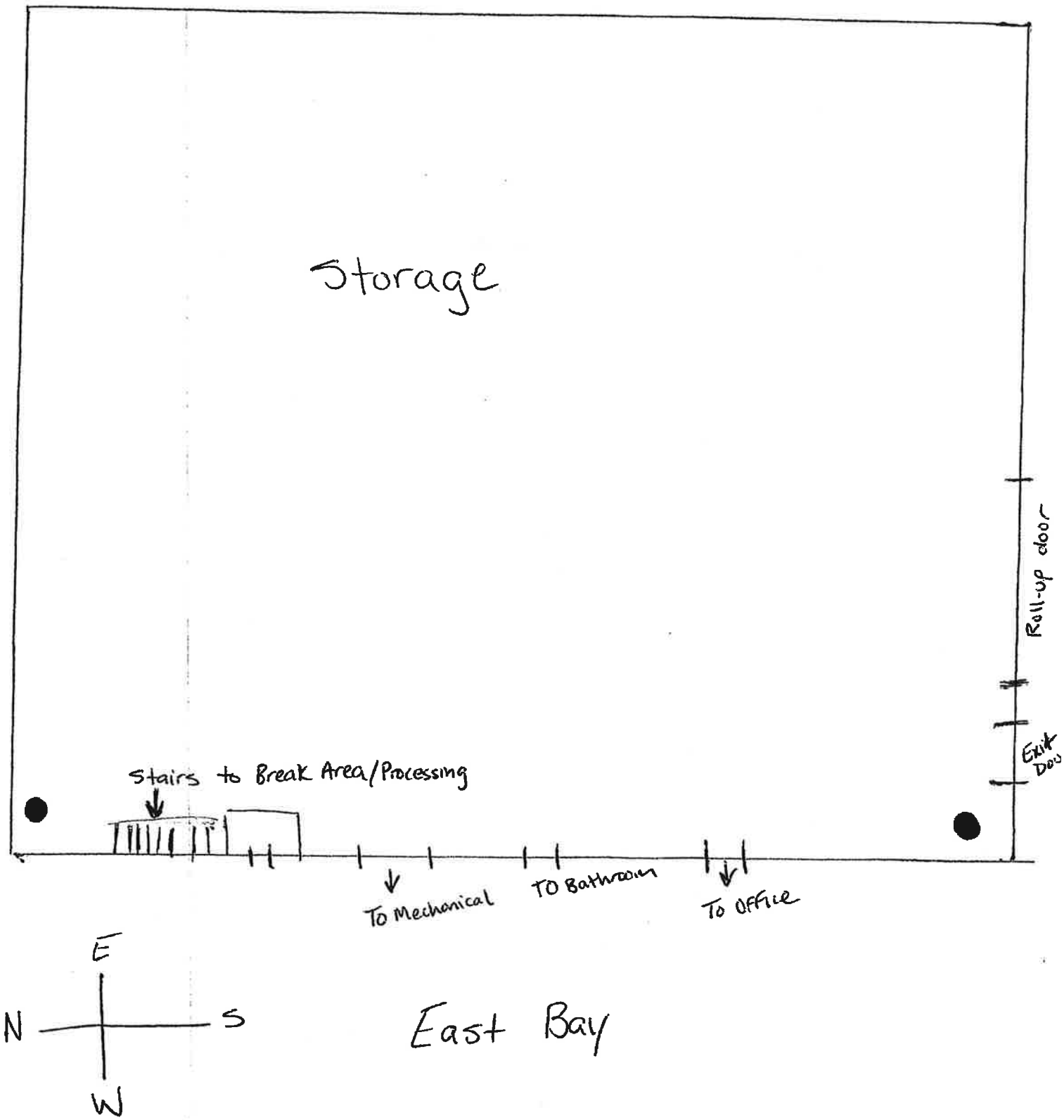
Pg 9..... Floor plan for upper story of warehouse

Marijuana Facility Application

Attachment

B

SCANNED


Storage
Roll-up door
Exit Door
Stairs to Break Area/Processing
To Mechanical
TO Bathroom
To Office
E
N
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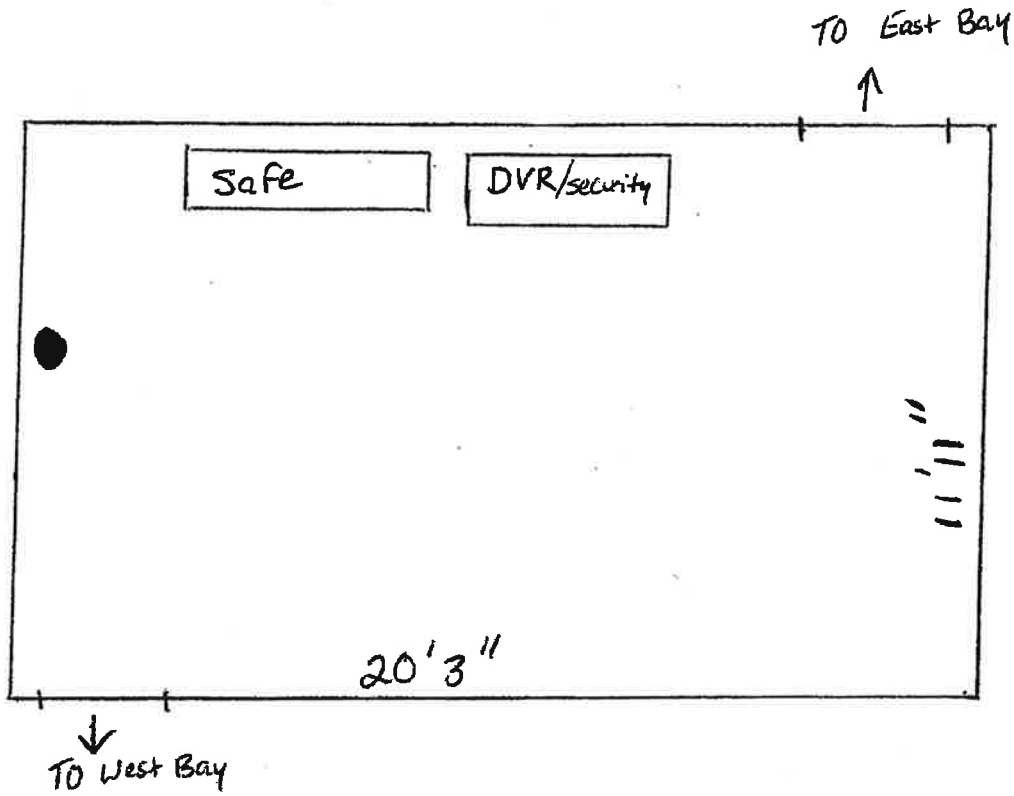
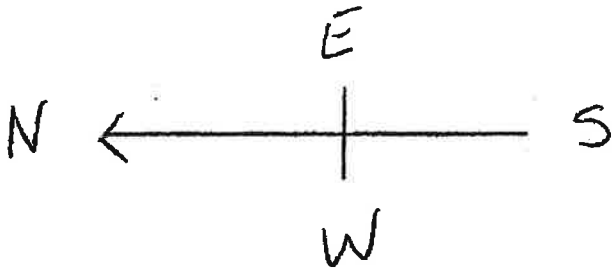
East Bay





Mechanical Room

Vicinity Map Index

Pg 1.....Zoomed in Vicinity Map showing vicinity of parcel in relation to nearest parcels

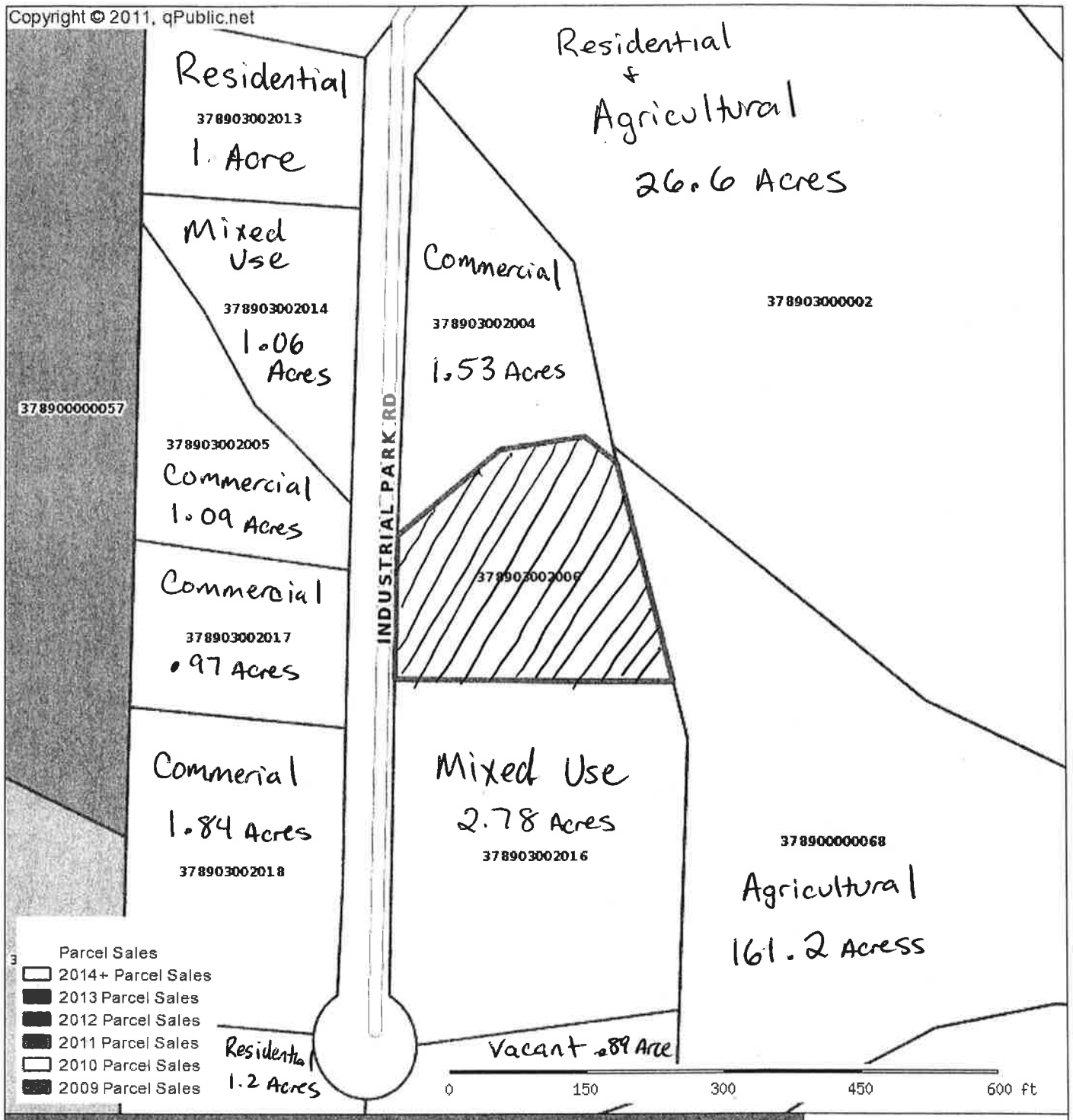
Pg 2.....Zoomed out Vicinity Map showing vicinity of parcel to parcels further away

Marijuana Facility Application

Attachment

C

SCANNED

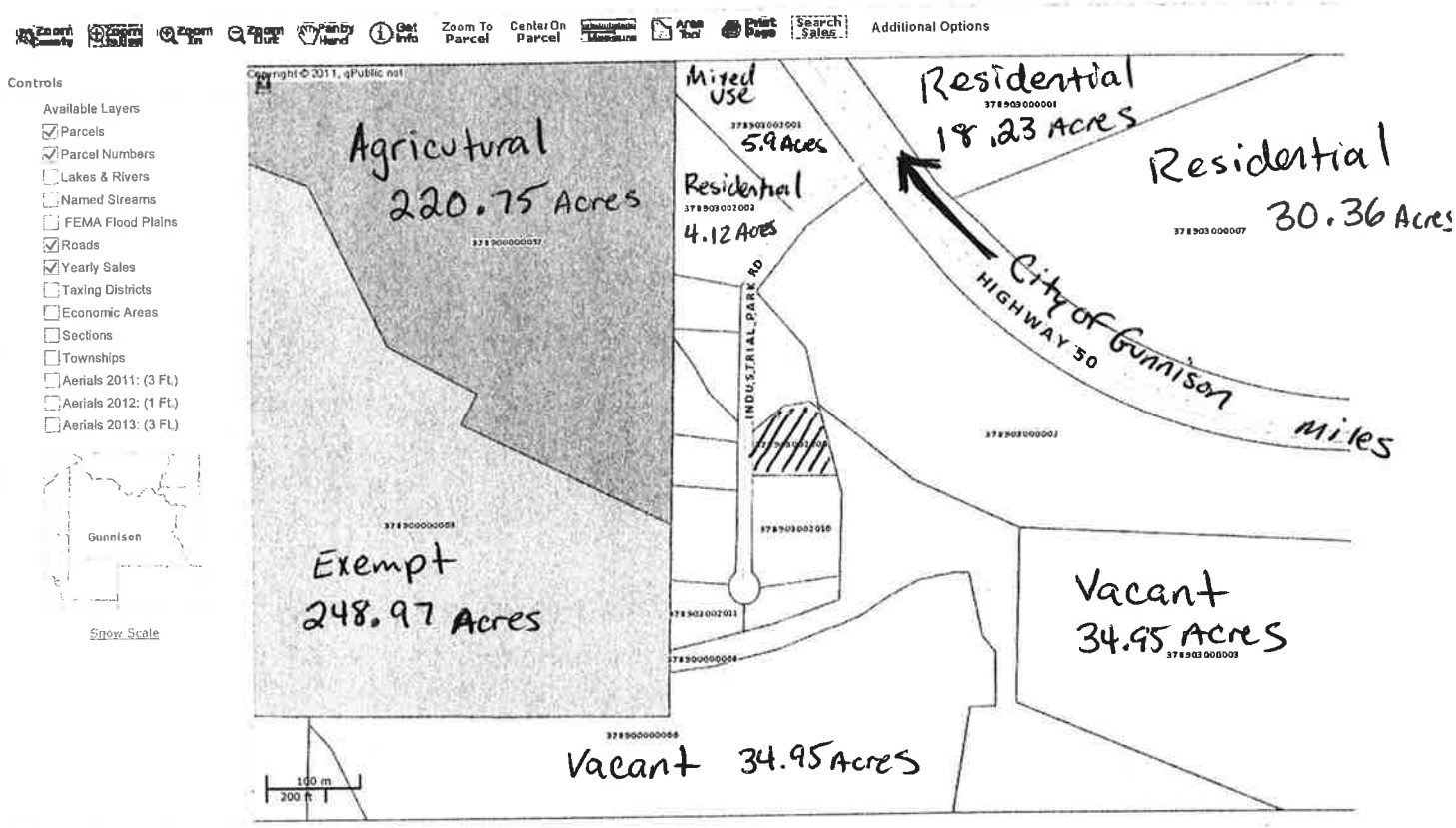


Gunnison County Assessor

Parcel: 3789-030-02-006 Acres: 0.56

Name:	SITTS ANTHONY J	Land Value:	97600
Site:	435 INDUSTRIAL PARK RD, GUNNISON	Building Value:	287960
Sale:		Total Value:	385560
Mail:	111 W 2ND ST ELLINWOOD, KS 67526-1554	Assessed Value:	63080
		2013 Taxes	

Date printed: 10/09/14 : 13:08:47


Zoom To Parcel
Center On Parcel
Search Sales
Additional Options
Controls
Available Layers
Parcels
Parcel Numbers
Lakes & Rivers
Named Streams
FEMA Flood Plains
Roads
Yearly Sales
Taxing Districts
Economic Areas
Sections
Townships
Aerials 2011: (3 Ft.)
Aerials 2012: (1 Ft.)
Aerials 2013: (3 Ft.)
Gunnison
Show Scale
Copyright © 2011, qPublic.net
Agricutural
220.75 Acres
Exempt
248.97 Acres
Mixed Use
5.9 Acres
Residential
4.12 Acres
Residential
18.23 Acres
Residential
30.36 Acres
City of Gunnison
HIGHWAY 50
Miles
INDUSTRIAL PARK RD
Vacant
34.95 Acres
Vacant 34.95 Acres
100 m
200 ft

Marijuana Facility Application

Attachment D

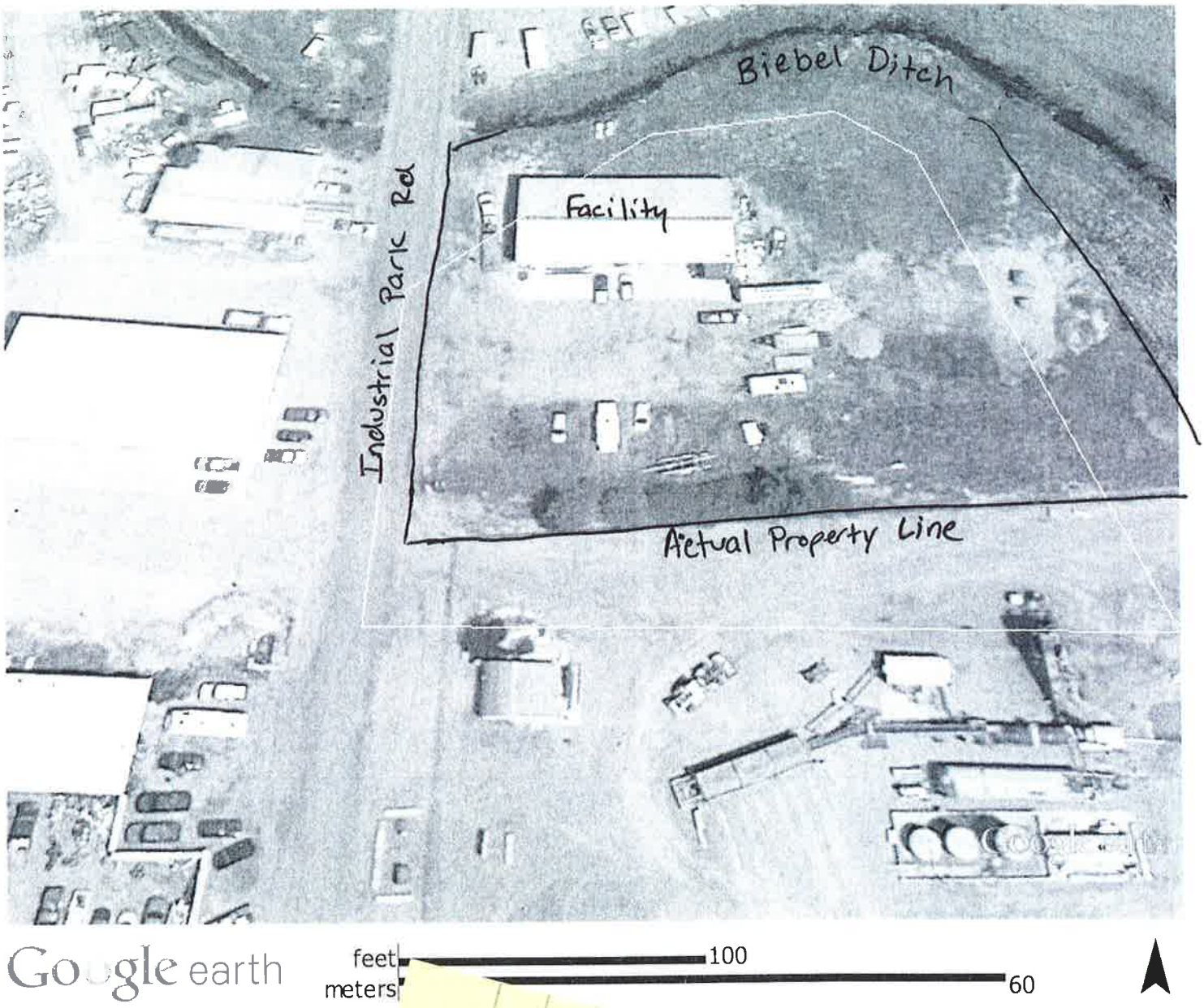
DO NOT ENTER

LIMITED ACCESS AREA

ACCESS LIMITED TO LICENSED PERSONNEL AND ESCORTED VISITORS

12" x 12" Actual size

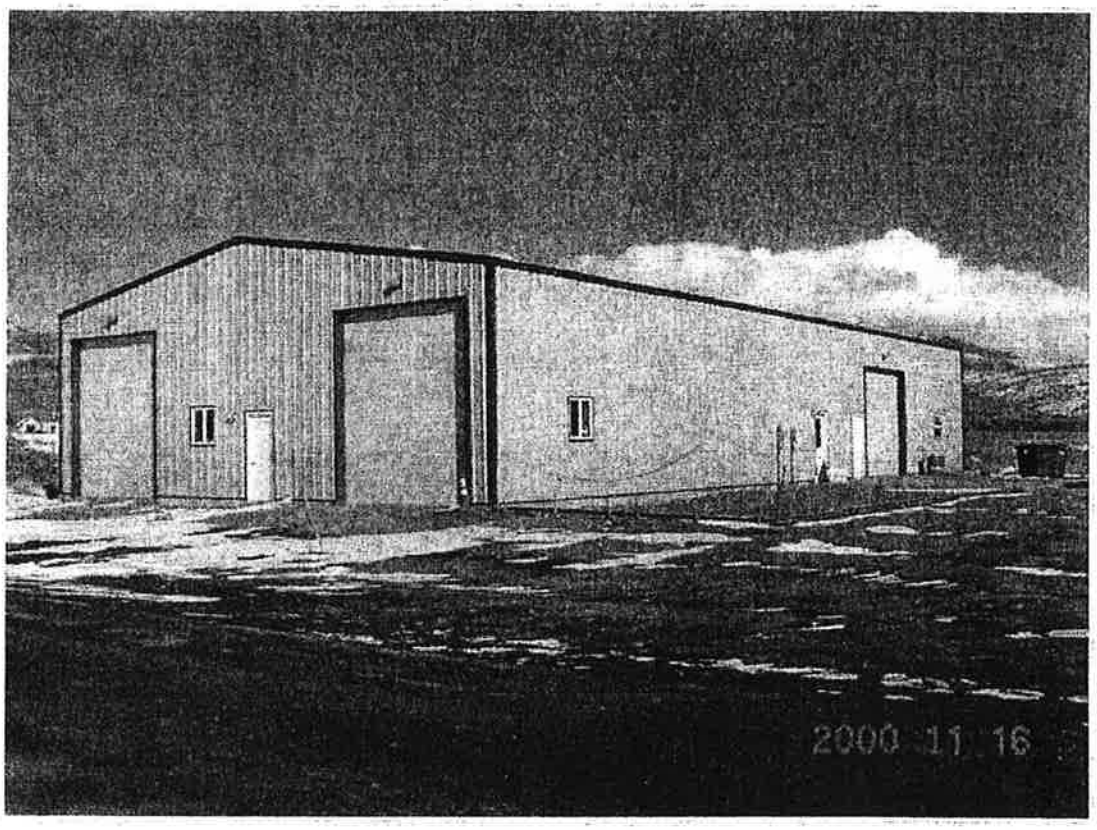
SCANNED



Marijuana Facility Application Attachment E

SCANNED

Photograph 1 for Account: R007988



Close Window

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Facility Close-up

Marijuana Facility
Application

Attachment

F

SCANNED

DR 0160 (02/16/11)
COLORADO DEPARTMENT OF REVENUE
DENVER CO 80261-0013

WHOLESALE SALES TAX LICENSE

THIS LICENSE IS NOT TRANSFERABLE

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		VALID THROUGH
31375076-0000	40-0206-016	010115	Dec 31 2015

435 INDUSTRIAL PARK RD GUNNISON CO 81230-9526

SOUTHERN CHARM ORGANICS LLC
ATTN: FRED WOERNER
PO BOX 266
ALMONT CO 81210-0266

Barbara J Brohl
Executive Director
Department of Revenue

▲ **Detach Here** ▲

Important Verification Process

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

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

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

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

Now click on: **Enter Taxpayer Information.** Click on the down arrow in the Account Type list and select Other. Use the first 8-digits of the account number shown on your license. Complete the rest of the screen.Next click on: **Enter Login Information** and complete the screen (this is information YOU get to create for the account).Next click on: **Enter Account Information** and complete the screen.

Your Letter ID is: L0788131008

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

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

Filing Returns

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

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

Marijuana Facility Application

Attachment

G

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Operational Plan

Southern Charm Organics LLC (SCO) will be a Retail Marijuana Cultivation facility located at 435 Industrial Park Road within the Signal Peak Industrial Park. SCO will act as a retail marijuana wholesaler, distributing product to Retail Marijuana Stores and/or Retail Marijuana Product Manufacturers throughout the state.

Hours of Operation: Since the facility will act as a cultivation facility only, there will not be set hours that the facility is "open for business", but rather normal hours of operation when most work within the facility will take place. Most work within the facility will take place between the hours of 8:00am and 5:00pm. There will be several days during each month where work within the facility will possibly extend to 10:00pm. These days will be harvesting and processing days. SCO plans to employ a few part time employees to assist with this process, therefore later working hours may be needed since these employees will probably be employed elsewhere during normal business hours.

Number of Employees: SCO will be built in two phases. Phase one or the initial build-out, will see one half of the warehouse operational and will require fewer employees. SCO plans to have one full time employee initially and two to three part-time employees. Owner/Manager Fred Woerner, will act as the lone full time employee beginning day one. Owner Mitchell Soiland, will act as a part-time employee as well as assistant manager. The other part-time employee(s) will hopefully be local adults in need of approximately 20-40hrs a month.

SCO hopes to be able to complete phase two of the build-out before the first year of operation is complete. After the second phase is completed, the entire warehouse will be operational and SCO will be at full capacity. At this time, SCO plans to have two to three full-time employees and five to eight part-time employees. Mr. Woerner will still act as one of the three full-time employees.

Traffic/Deliveries: There will be very little increase in traffic. Employees will account for one vehicle daily and an additional one to three vehicles on harvesting/processing days after initial operation begins. After the second phase of build-out and SCO is operating at full capacity, employees will account for two to three vehicles on a daily basis and an additional three to five vehicles on harvesting/processing days. SCO anticipates one or two vehicles parking at the warehouse on most days and a maximum of eight vehicles parked at the warehouse during peak operation. SCO is sensitive to the impact traffic may have on surrounding landowners and will do what is necessary to limit this impact. Carpooling and park and ride situations will be explored.

SCO anticipates one delivery by a large truck per month. These deliveries will primarily consist of soil and soil amendments. SCO also anticipates one to three UPS/Fed-Ex type deliveries a month. These deliveries will consist of smaller items used in cultivation.

Waste Pick-Up: SCO plans to have an on-site dumpster for non-marijuana waste. SCO anticipates this dumpster will need to be emptied once per month. SCO plans to compost its used soil as well as its plant waste. State regulations allow marijuana plant waste to be ground and mixed at a 50/50 rate with soil and then can be composted or disposed of in a landfill facility.

Hazardous/Flammable Materials: The warehouse heating system is in-floor radiant heat and is run by two propane boilers. There are two 500 gallon propane tanks located on the north side of the warehouse. These tanks are filled and maintained by Ferrell Gas. SCO plans to have CO2 systems in each cultivation room. This will require a 50 gallon CO2 tank to be located in each room. Extra full and empty tanks will be stored in accordance with requests from Fire Marshall.

Lease Agreement

Nov 1st 2014 —
April 30th 2017

Lease Agreement

July — October

SCANNED

BUSINESS LEASE AGREEMENT

THIS LEASE AGREEMENT made this 28th day of September, 2014, between Anthony J. Sitts of 111 West 2nd Street, Ellinwood, Kansas, ("Landlord") and Fred Woerner IV and Southern Charm Organics LLC of 43155 East Highway 50; Gunnison, Colorado 81230 ("Tenant").

IT IS THEREFORE AGREED:

1. PREMISES: The Landlord shall lease to the Tenant the Warehouse/Storage and associated real property ("Premises") located at: 435 Industrial Park Road, Signal Peak Industrial Park, Gunnison, Colorado, 81230.

2. USE OF LEASE PREMISES: Tenant shall use and occupy the premises for any lawful purpose including but not limited to Retail and/or Medical Marijuana Cultivation and/or Retail and/or Marijuana Products Manufacturing (see Addendum A). Tenant shall not use the premises for any other purpose without the prior written consent of the landlord, which will not be unreasonably withheld. Tenant shall not use the Premises for any unlicensed, state and county, purpose that is illegal.

3. LEASE TERM: The term of this lease shall be for a period of 30 months, commencing on the 1st day of November, 2014, and terminating on the 30th day of April, 2017. The lease term can be extended only by mutual written agreement of the parties hereto.

4. RENTAL AMOUNT: The Tenant shall pay to the Landlord a total sum of Ninety dollars ($90,000) to lease the property. Rental payments shall be paid in monthly payments, each of which shall be in the amount of Three Thousand dollars ($3000), and each of which shall be paid on the _____ day of the month.

5. SECURITY DEPOSIT: Tenant shall give a security deposit to the landlord in the amount of Two Thousand dollars ($2,000) as a guaranty and indemnity that tenant will keep the premises in as good a condition as when received, will not vacate the premises prior to the termination hereof, will make all rental payments as the same become due, and will otherwise perform all terms, covenants and conditions of this lease. The return of the security deposit or any portion thereof to tenant, together with an accounting of any deductions, will occur within 60 days after the expiration or termination of the lease.

   a. Tenant shall not use the Security Deposit as payment for rent.

6. DISTRESS: If and whenever the Tenant is in default in payment of any rent past due at least 30 days, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice, without any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been detained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

7. OVERHOLDING: If the Tenant continues to occupy the Premises with the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to the Base Rent and subject always to all of the other provisions of this Lease

insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

8. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the Base Rent plus any Additional Rent during the period of such occupancy, accruing from day to day and adjusted pro rata accordingly, and subject always to all the other provisions of this Lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year will not be created by implication of law; provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

9. ADDITIONAL RIGHTS ON REENTRY: If the Landlord reenters the Premises or terminates this Lease, due to tenant default, then:

   a. notwithstanding any such termination or the term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
   b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
   c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
   d. In the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
   e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises; and
   f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
   g. After reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
   h. the Tenant will pay to the Landlord on demand:
      i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
      ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the

Premises in good order, repairing the same and preparing them for relettting; and

iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either:

(1) an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

(2) An amount equal to the Base Rent for a period of six (6) months.

10. TENANT IMPROVEMENTS: All improvements provided by the Tenant will revert to the Landlord at the end of the Lease except for the following: electrical upgrades, cultivation rooms or partitions.

11. TENANT CHATTELS: All chattels provided by the Tenant will remain with the Tenant at the end of the Lease except for the following chattels which will transfer to the Landlord as provided below: _____.

12. UTILITIES AND OTHER COSTS: The Tenant is responsible for paying to the utilities and other charges: electricity and natural gas.

a. The Tenant will also pay for the collection and disposal of garbage from premises.

13. ATTORNEY FEES: It is agreed that if any action is brought in a court of law by either party to this lease as to the enforcement, interpretation or construction of this lease, the prevailing party in such action shall be entitled to reasonable attorney fees as well as all costs and interest incurred in the prosecution or defense of such action.

14. ABANDONMENT: If at any time during the term of this lease the tenant abandons the demised premises, landlord may at his option, enter the demised premises by any means without being liable for any prosecution therefor, and without becoming liable to the tenant for damages or for payment of any kind whatever, and may, at his discretion, as agent for the tenant, relet the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such relettting, and at landlord's option, hold tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by the landlord by means of such relettting. If landlord's right of re-entry is exercised following abandonment of the premises by tenant, then landlord may consider any personal property belonging the tenant and left on the premises to also have been abandoned, in which case landlord may dispose of all such personal property in any manner landlord shall deem proper and is hereby relieved of all liability for doing so.

15. BENEFIT: This agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors and assigns.

16. NOTICES: Any notice required or desired to be given under this agreement shall be deemed given if in writing sent by certified mail to the addresses of the parties to this lease agreement as follows:

29. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

30. The Tenant can assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be communicated through written consent, at Landlord's option.

Additional Provisions

31. If Tenant vacates leased property prior to lease agreement, Tenant shall forfeit security deposit and all other monies. Upon termination of lease agreement, Tenant shall leave premises as in move-in condition and is responsible for any damages to leased property. Pictures will verify condition of property before occupancy.

Care and Use of Premises

32. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

33. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.

34. The Tenant will not engage in any illegal trade or activity on or about the Premises.

35. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

36. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

37. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company. Unless properly stored as per local fire codes and OSHA regulations

Rules and Regulations

Amendments/Additions

1.)The Landlord will NOT sale the premises to anyone other than the "Tenant" during the term of the lease.

2.)The term of the lease is July 1st 2014 – October 31st 2014 (or until business application with the state and county is approved or denied.

3.)Upon the end of the lease term or approval of business application with the state and county, the Tenant and landlord will enter into a two year lease agreement.

4.)If Tenant's business application with the state or the county is denied, the tenant will have the option to "opt out" of this lease agreement.

(Witness)

(Witness)

Anthony J. Sitts (Landlord)

Southern Charm Organics LLC

Owner – Fred Woerner IV (Tenant)

Marijuana Facility Application

Attachment

H

SCANNED

Licensure Standards

A. See background check performed by State.

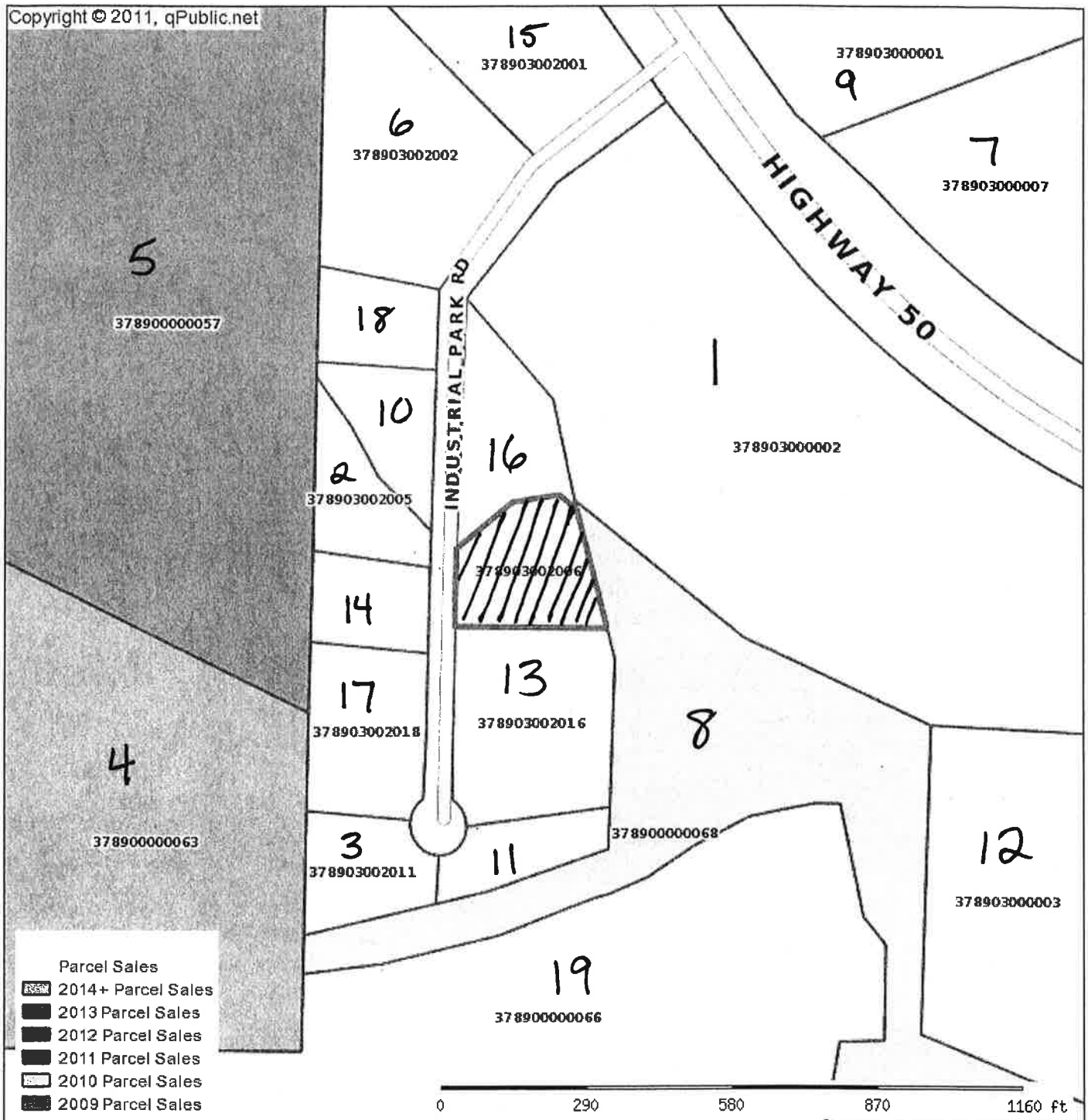
B. Southern Charm Organics is confident that there will be no significant impact to any adjacent property or businesses. The building will not be identifiable as a marijuana facility from the exterior of the building. Other than the 911 address, the only signage that will be on the exterior of the building will be "Limited Access" signs which are required by the state. There will be minimal traffic associated with our business. There will be one to two passenger cars that regularly travel to the facility and possibly two to four more passenger vehicles that travel to the facility for part-time work. We estimate one delivery a month by larger transport vehicle and one to two UPS/Fed-Ex type deliveries a month.

C. Signal Peak Industrial Park does not have an active Property Owners Association.

D. Odors will be eliminated using air scrubbers in the cultivation rooms and in the warehouse. The scrubbers, which are carbon filters, will circulate 750-1000cfm. There will be two scrubbers in each cultivation room and as many scrubbers as needed to eliminated odors in the warehouse outside of the cultivation rooms. Any air that is vented from the warehouse to the outdoors will be run through Ozonators, each of which is rated to eliminate odor and ventilate up to a 20,000 cu ft space. If needed, an Ona odor neutralizing system will be installed as well. This system circulates air and eliminates organic odors and uses subtle scents that are derived from essential oils to freshen the air.

E. The two story section of the warehouse will be made to have a "one hour fire rating". The cultivation rooms walls and ceilings covered with ½" drywall. All ballasts will be housed within the cultivation rooms. All wiring associated with the cultivation rooms will be in conduit. There will be several fire extinguishers located throughout the facility. There will be an advanced security system in the facility as mandated by the state. The facility will have a security system that is monitored 24 hours a day by a security company. All windows and doors will have sensors and there will be motion detected security within the facility. There will be security cameras covering the entire exterior and interior of the facility including inside of cultivation rooms. We plan to stay in close contact with the Fire Marshall and Sheriff throughout the process to stay on top of any concerns.

F. There are minimal public services needed for the proposed business. We plan to have a dumpster for non marijuana waste and plan to either compost in house our soil and plant waste or deposit such waste at a composting facility. The property has a septic system and a well so there are no public service needs there.



Gunnison County Assessor

Parcel: 3789-030-02-006 Acres: 0.56

Name:	SITTS ANTHONY J	Land Value:	97600
Site:	435 INDUSTRIAL PARK RD, GUNNISON	Building Value:	287960
Sale:		Total Value:	385560
Mail:	111 W 2ND ST ELLINWOOD, KS 67526-1554	Assessed Value:	63080
		2013 Taxes	

Date printed: 10/13/14 : 15:20:43

Marijuana Facility Application

Attachment

J

DO NOT ENTER

LIMITED ACCESS AREA

ACCESS LIMITED TO LICENSED PERSONNEL AND ESCORTED VISITORS

12" x 12" Actual Size

ATTACHMENT B:

Public Notice.

NOTICE OF A PUBLIC HEARING CONCERNING A MARIJUANA CULTIVATION FACILITY LICENSE FOR SOUTHERN CHARM ORGANICS, LLC LOCATED AT 435 INDUSTRIAL PARK ROAD, GUNNISON COUNTY, CO LOT 14, SIGNAL PEAK INDUSTRIAL PARK, FILING 1

HEARING DATE, TIME AND LOCATION: The Gunnison County Board of County Commissioners **on Tuesday, November 25, 2014 at 9:00 a.m.** in the Planning Commission Meeting Room, 2nd Floor, Blackstock Government Center, 221 N. Wisconsin St. Gunnison, Colorado, will hold a public hearing to hear public comment concerning a Marijuana Facility License application for a new marijuana cultivation facility to be located in an existing building at 435 Industrial Park Road.

APPLICANT: The applicant is Southern Charm Organics LLC, represented by Fred Woerner.

PARCEL LOCATION: The parcel on which the Marijuana Facility License is proposed is located at 435 Industrial Park Rd, Lot 14 Signal Peak Industrial Park, #546293.

PROPOSAL: The applicant is proposing to locate a Marijuana Cultivation Facility in an existing building at 435 Industrial Park Rd.

PUBLIC PARTICIPATION: The public is invited to submit verbal or written comments at the hearing, or to submit written comments by email: planning@gunnisoncounty.org; fax (970) 641-8585, or letter (Community Development, 221 N. Wisconsin, Suite D, Gunnison, CO 81230), so long as they are received by 5 p.m. the afternoon before the date of the meeting so that they may be submitted for the public record during the hearing. A copy of the application is available in the Community Development Department, 221 N. Wisconsin, Suite D, Gunnison, CO; additional information may be obtained by calling the Community Development Department (970) 641-0360. The application can be viewed at the County's web site at: http://204.132.78.100/citizenaccess/ Application #:MJ-14-00209. For more information regarding this application please contact Russell Forrest at 970-641-7929.

ADA ACCOMMODATIONS: Anyone needing special accommodations as determined by the *American Disabilities Act* may contact the Planning Department prior to the day of the hearing.

/s/ Russell Forrest
Community Development Director