

**AGENDA for a Special Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Wednesday, May 27, 2020 at 6:00 p.m.**

VIRTUAL MEETING

(Meeting will not be held at the Town Hall)

Conferencing Access Information to Join via Internet:

<https://attendee.gotowebinar.com/register/6167102853251313931>

Connect via Phone: Dial (631)-992-3221

Enter Access Code 888-439-440

PLEASE SEE DETAILED INSTRUCTIONS AT THE END OF THE AGENDA.

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. AGENDA ADOPTION**
- V. NEW BUSINESS**
 - A. 501 Front Street**
 - 1. Should the Board Approve Adoption of Resolution No. 17, Series of 2020, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A REVOCABLE LICENSE AGREEMENT WITH TIM MILLONZI/TAKA-SUSHI, INC., DBA MILLONZI'S RESTAURANT FOR THE USE OF TOWN OWNED PROPERTY."**?
 - 2. Should the Board Approve a Modification of Premise for the Retail Liquor License located at 501 Front Street as applied for by Tim Millonzi/Taka Sushi Inc., DBA Millonzi's Deli and Restaurant?
 - B. 511 Front Street**
 - 1. Should the Board Approve Adoption of Resolution No. 18, Series of 2020, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING A REVOCABLE LICENSE AGREEMENT WITH BOBBY MCCALL/ MCCALL ENTERPRISES, DBA MCCALLS PARK BAR FOR THE USE OF TOWN OWNED PROPERTY."**?
 - 2. Should the Board Approve a Modification of Premise for the Retail Liquor License located at 511 Front Street as applied for by Bobby McCall/McCall Enterprises, DBA McCall's Park Bar?
 - C. 517/523 Front Street**
 - 1. Should the Board Approve Adoption of Resolution No. 19, Series of 2020, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH ELLEN CANCHOLA/SOUTH PARK PUB AND GRILL, DBA PLATTE RIVER SALOON FOR THE USE OF TOWN OWNED PROPERTY."**?
 - 2. Should the Board Approve a Modification of Premise for the Retail Liquor License located at 517/523 Front Street as applied for by Ellen Canchola/South Park Pub and Grill, DBA Platte River Saloon?
 - D. 526 Front Street**

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Monday, May 26, 2020.

1. Should the Board Approve Adoption of Resolution No. 20, Series of 2020, entitled, **"A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH RON LEGGETT/LEGGETT ENTERPRISES LLC. FOR THE USE OF TOWN OWNED PROPERTY."**?

E. Other New Business

VI. **ADJOURNMENT**

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Monday, May 26, 2020.

How to Participate in Virtual Meetings Using GoToWebinar

To help control the spread of the COVID-19 virus the Town of Fairplay will be conducting Town Board meetings virtually, encouraging public participation as usual. These efforts will keep the community, elected officials, staff and residents safe while continuing to conduct important Town business

The Town will be using a virtual meeting format for the Town Board of Trustee meetings until further notice and will be utilizing GoToWebinar to do so. This means no members of the public will be allowed in the Board Room. The public may participate virtually and the instructions below are provided to describe the various ways this can happen.

The link which will allow you to register for the meeting will be posted on the Town of Fairplay website, www.fairplayco.us under the "Mayor and Board of Trustees" tab and on the most recent agenda. On the most recent agenda there will be a link. Once you follow the link you will need to register for the meeting by providing your full name and email address. **Once you register, you will receive an email with a link and phone number you can use to join the meeting by web or by phone.**

Please note that if you plan to call into the meeting by phone **you must email your public comments to info@fairplayco.us by 4:30pm the day of the meeting.**

TO COMMENT IN ADVANCE IF YOU ARE PLANNING TO ATTEND BY TELEPHONE OR PHONE APP:

- Email info@fairplayco.us to submit your question/comment.
 - **Please be aware that if you join by telephone or phone app you will not be able to ask questions or make comments via voice. All public comments must be emailed prior to 4:30pm.**
 - Your comments will be included in the record and read at the appropriate time during the meeting.

TO JOIN THE MEETING BY TELEPHONE OR PHONE APP:

- You will need to register for the meeting via the link provided on the agenda and located on the Fairplayco.us website under "Mayor and Board of Trustees" and on the most recent agenda. You will see a link on the agenda to the registration page. Please enter your full name. After you fill out this form you will be sent an email that will provide instructions on how to join the meeting. **You are encouraged to do this ahead of time.**
- Join the live meeting through the instructions GoToWebinar sent to your email address after you followed the step above and registered.

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Monday, May 26, 2020.

- **If you are joining by telephone you will be required to enter an access code which is located below the “join in” phone numbers. Please note that you must complete the registration prior to receiving the call-in number and access code.**
- You will be joined to the meeting and automatically muted.

JOINING THE MEETING BY WEB AND COMMENTING:

- Join the live meeting through the instructions above.
- You will be joined to the meeting and automatically muted.
- You will be able to comment and/or ask questions by “chat” if attending by internet.

HELPFUL TIPS FOR A GOOD VIRTUAL MEETING EXPERIENCE:

- If joining through the web, log on 5 minutes before the start of the meeting, since some online products require downloads and installations
 - Please be aware when downloading GoToWebinar to ensure you are on the official website. Scammers have been setting up downloads which, at first glance, appear to be run by GoToWebinar, but in actuality are not and can give a virus to your computer.
- Turn off nearby cellphones if you are using a computer to connect.
- Using a headset or headphones is recommended if listening online.
- **Only** have the virtual meeting application on your computer. If you are running other programs like email or have additional websites open in your browser, it may interfere with your ability to hear or see the information. For best results close all other windows and applications.
- Please limit distractions when possible—i.e. background noise, conversations with others, etc. when you are unmuted.
- Video streaming is a relatively new technology so please be mindful of the following things when connecting via the internet.
 - If you have an older computer you may be better served by calling in by telephone.
 - If your internet is not reliable consider calling in by telephone

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Monday, May 26, 2020.



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Administrator/Clerk
RE: Special Meeting Agenda Items for May 27, 2020
DATE: May 26, 2020

Per my email last week and to give you some brief history on this agenda – at the May 18th regular meeting, Mayor Just informed the Board that he had been invited to a meeting with several Front Street business owners and County Commissioner Ray Douglas. That meeting took place on Tuesday evening. The point of the meeting was to discuss options to allow restaurants and bars on Front Street to re-open for dine-in service. Under the public health order issued by the state, dine-in service was not allowed at that point, this changed on May 26 when the governor issued a new order. Dine-in service is now allowed, but only at 50% capacity and with certain restrictions in place. This is the STATE public health order only.

Park County's order that disallows dine-in service does not expire until June 4. It appears the BOCC will be considering changing their order this week – if that happens, our restaurants may be able to serve patrons in their facilities by the end of this week. The Town must follow Park County's Health Order if it is more restrictive than the State's.

To allow increased seating capacity, restaurants all over the State, and in Fairplay, are looking to allow use of public space for additional seating. On Front Street this would be that space in front of their businesses on the street – via the parklets we discussed heavily during our community assessment last year. One of the suggestions from the assessment was that the Town look at regulations to allow parklets. We were slated to start those discussions and draft regulations allowing parklets this spring – obviously that hasn't happened! I have suggested, and Paul has concurred, that we could do these temporarily by Revocable License Agreement, while we work on more permanent solutions via actual legislation. The other piece of this is to allow modification of premises for those restaurants/bars that apply for a "parklet" to allow them to serve alcohol in this space. Because Governor Polis understands that restaurants are going to need this outdoor seating to reach anywhere near the seating capacity they once had, he has issued a directive encouraging the use of and allowing temporary modification of premises for liquor licensees.

On your agenda you will find seven action items. They are in order:

A. 501 FRONT STREET – MILLONZI’S

1. Resolution Approving the Revocable License Agreement
This will need a motion, second and roll call vote.
2. Request for Modification of Premise for Liquor License – Note that this application includes outdoor seating in the parking lot of Millonzi’s as well as on the street. The RLA only includes the area on Front Street.
This will need a motion, second and roll call vote.

B. 511 FRONT STREET – PARK BAR

1. Resolution Approving the Revocable License Agreement
This will need a motion, second and roll call vote.
2. Request for Modification of Premise for Liquor License
This will need a motion, second and roll call vote.

C. 517/523 FRONT STREET – PLATTE RIVER SALOON

1. Resolution Approving the Revocable License Agreement
This will need a motion, second and roll call vote.
2. Request for Modification of Premise for Liquor License
This will need a motion, second and roll call vote.

D. 526 FRONT STREET – LEGGETT ENTERPRISES

1. Resolution Approving the Revocable License Agreement – note that this is for seating and restaurant service only – no liquor is to be served in this area.
This will need a motion, second and roll call vote.

We have sent an email to all our restaurants informing them of the options available and asking them to contact us if they are interested in pursuing outdoor seating/modifications of premises.

Thank you for being able to meet on such short notice – please call me if you have any questions.

RESOLUTION NO. 17
(Series of 2020)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH TIM MILLONZI/TAKA-SUSHI, INC., DBA MILLONZI'S RESTAURANT FOR THE USE OF TOWN-OWNED PROPERTY.

WHEREAS, Tim Millonzi/Taka Sushi Inc., DBA Millonzi's Restaurant has made application to the Town for permission to occupy certain town-owned right-of-way for the purpose of using the area for restaurant seating and service; and

WHEREAS, the Board of Trustees has determined that a revocable license can be granted authorizing use of said public right-of-way as requested without injury to the public interest or welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that a revocable license agreement, a copy of which is attached and fully incorporated herein as Exhibit A, is hereby authorized and approved for Tim Millonzi/Taka Sushi Inc., DBA Millonzi's Restaurant, licensee and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 27th day of May, 2020.

Town of Fairplay

(Seal)

By: _____

Mayor

ATTEST:

Town Clerk

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 27th day of May, 2020, (the "Effective Date") by the Town of Fairplay, a statutory municipal corporation, ("Town"), whose address is 901 Main Street, Fairplay, Colorado 80440, to Tim Millonzi/Taka Sushi Inc. dba Millonzi's Restaurant, ("Licensee") whose address is 501 Front Street, Fairplay, CO 80440

- A. The Town owns the right-of-way/public place which is commonly known as Front Street (the "Town ROW").
- B. Licensee desires to allow restaurant service and seating in the Town ROW (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Town ROW are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Code of the Town of Fairplay ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities/Improvements within the Town ROW without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Town ROW, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Town ROW/Public Place; and
- (ii) operate the Private Activities/Improvements only in accordance with the operating conditions set forth in Exhibit B hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Town ROW due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public ROW.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

The term of this license shall begin on May 28, 2020 and end on September 30, 2020.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance.

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all

claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, subLicensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

(ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:

(a) Commercial General Liability insurance and Liquor Sales Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED

THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Town of Fairplay
901 Main Street
PO Box 267
Fairplay, Colorado 80440
Attn: Tina Darrah

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. **Waiver of Breach.** A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. **Binding Effect.** This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. **Underlying Intent and Scope.** It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. **No Third Party Beneficiaries.** Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. **Governing Law, Venue, And Enforcement.** This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Park County, Colorado.

f. **No Waiver of Immunity.** Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Municipal Corporation

By: _____

Its: _____

ATTEST:

Tina Darrah, Town Clerk

LICENSEE:

By: _____

Print Name: _____

Position/Title: _____

STATE OF COLORADO)

)

ss.

COUNTY OF PARK)

)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of _____

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

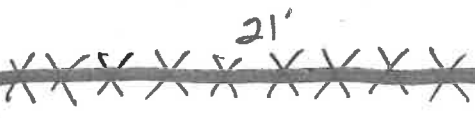
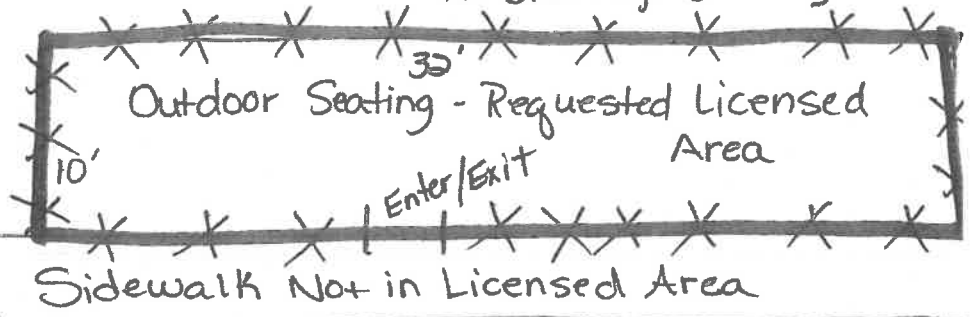
**TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS**

See Attached

EXHIBIT A

FRONT STREET
RIGHT-OF-WAY

xx = Fencing / Barrier
Signage to be placed at enter/
and on fencing - exit
* No Alcohol outside this area
* No Underage Drinking



Outdoor Seating -
Requested Licensed
Area

Millonzi's
Parking
Lot

Currently
Licensed Premises

Millonzi's
Restaurant
501 MAIN ST.

Side
door

DECK

HAT SHOP

Edge of River Bank

EXHIBIT B

OPERATING CONDITIONS

- 1) It is understood by the Licensee that no alcohol may be served in this area until all necessary liquor licenses have been obtained from the Town of Fairplay and the State of Colorado.**
- 2) Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**

Permit Application and Report of Changes

Current License Number 35-09062-0000

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee \$ 150

1. Applicant is a <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership..... <input checked="" type="checkbox"/> Limited Liability Company	Present License Number <u>35-09062-0000</u> EXP <u>6-22-2020</u>
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2. Name of Licensee <u>Millonzi's Restaurant</u>	3. Trade Name <u>Taka Sushi Inc.</u>
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4. Location Address
501 Front Street

City <u>Fairplay</u>	County <u>Park</u>	ZIP <u>80440</u>
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SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ <input checked="" type="checkbox"/> Manager's Registration (Hotel & Restr.).....\$75.00 <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input checked="" type="checkbox"/> Change Location Permit (ea) 150.00 <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License	
• Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00	

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

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

For All Sections, Complete Questions 1-4 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 5. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

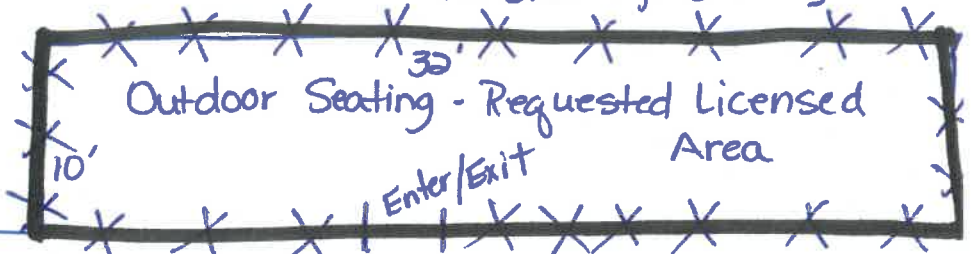
Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>								
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>								

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Having service of Alcohol and food in a parklet in front of M. Bonzis Restaurant. Also in the parking lot</u></p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start <u>5/22/2020</u> (mo/day/year) End <u>8/31/2020</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>
Campus Liquor Complex Designation	<p>10. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Additional Related Facility	<p>11. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided Yes <input type="checkbox"/> No <input type="checkbox"/></p>

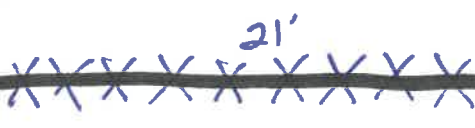
Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>[Handwritten Signature]</i>	Title <i>President</i>	Date <i>5/22/2020</i>
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

FRONT STREET
RIGHT-OF-WAY

xx = Fencing / Barrier
Signage to be placed at enter/
and on fencing - exit
* No Alcohol outside this area
* No Underage Drinking



Sidewalk Not in Licensed Area



Outdoor Seating -
Requested Licensed
Area

Millonzi's
Parking
Lot

HAT SHOP

Currently
Licensed Premises

Millonzi's
Restaurant
501 MAIN ST.

Side
door

DECK

Edge of River Bank

RESOLUTION NO. 18
(Series of 2020)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH BOBBY MCCALL/MCCALL ENTERPRISES, DBA MCCALL'S PARK BAR FOR THE USE OF TOWN-OWNED PROPERTY.

WHEREAS, Bobby McCall/McCall Enterprises, DBA McCall's Park Bar has made application to the Town for permission to occupy certain town-owned right-of-way for the purpose of using the area for restaurant seating and service; and

WHEREAS, the Board of Trustees has determined that a revocable license can be granted authorizing use of said public right-of-way as requested without injury to the public interest or welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that a revocable license agreement, a copy of which is attached and fully incorporated herein as Exhibit A, is hereby authorized and approved for Bobby McCall/McCall Enterprises, DBA McCall's Park Bar, licensee and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 27th day of May, 2020.

Town of Fairplay

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 27th day of May, 2020, (the "Effective Date") by the Town of Fairplay, a statutory municipal corporation, ("Town"), whose address is 901 Main Street, Fairplay, Colorado 80440, to Bobby McCall/McCall Enterprises dba McCall's Park Bar, ("Licensee") whose address is 511 Front Street, Fairplay, CO 80440

- A. The Town owns the right-of-way/public place which is commonly known as Front Street (the "Town ROW").
- B. Licensee desires to allow restaurant service and seating in the Town ROW (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Town ROW are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Code of the Town of Fairplay ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities/Improvements within the Town ROW without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Town ROW, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Town ROW/Public Place; and
- (ii) operate the Private Activities/Improvements only in accordance with the operating conditions set forth in Exhibit B hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Town ROW due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public ROW.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

The term of this license shall begin on May 28, 2020 and end on September 30, 2020.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance.

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all

claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, subLicensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

(ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:

(a) Commercial General Liability insurance and Liquor Sales Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED

THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Town of Fairplay
901 Main Street
PO Box 267
Fairplay, Colorado 80440
Attn: Tina Darrah

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. **Competing Uses.**

The Private Activities/Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. **Miscellaneous Provisions**

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

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

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Park County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Municipal Corporation

By: _____

Its: _____

ATTEST:

Tina Darrah, Town Clerk

LICENSEE:

By: _____

Print Name: _____

Position/Title: _____

STATE OF COLORADO

)

ss.

COUNTY OF PARK

)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

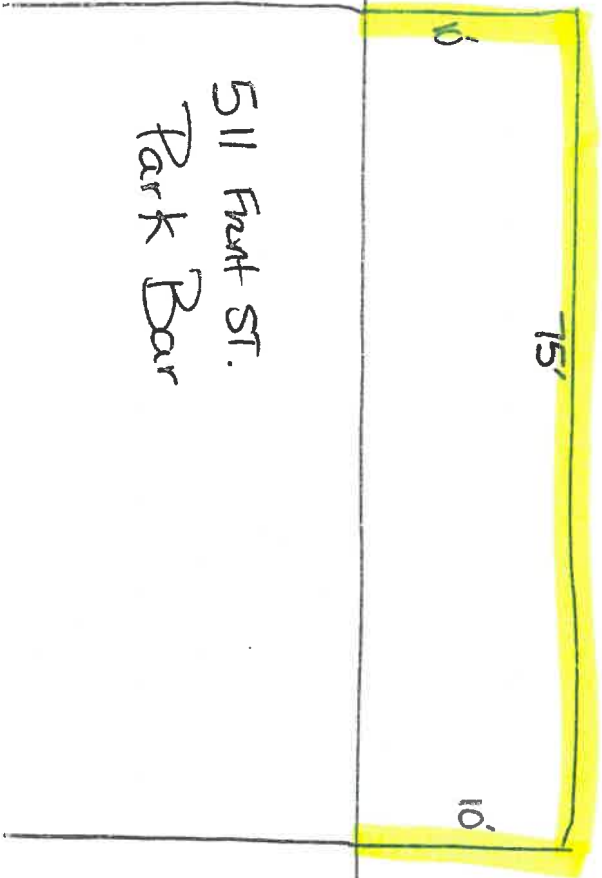
EXHIBIT A

**TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS**

See Attached.

1. The Town Row Area boundaries and site plan for private activities/improvements are attached hereto.

Exhibit A



FRONT STREET ROW

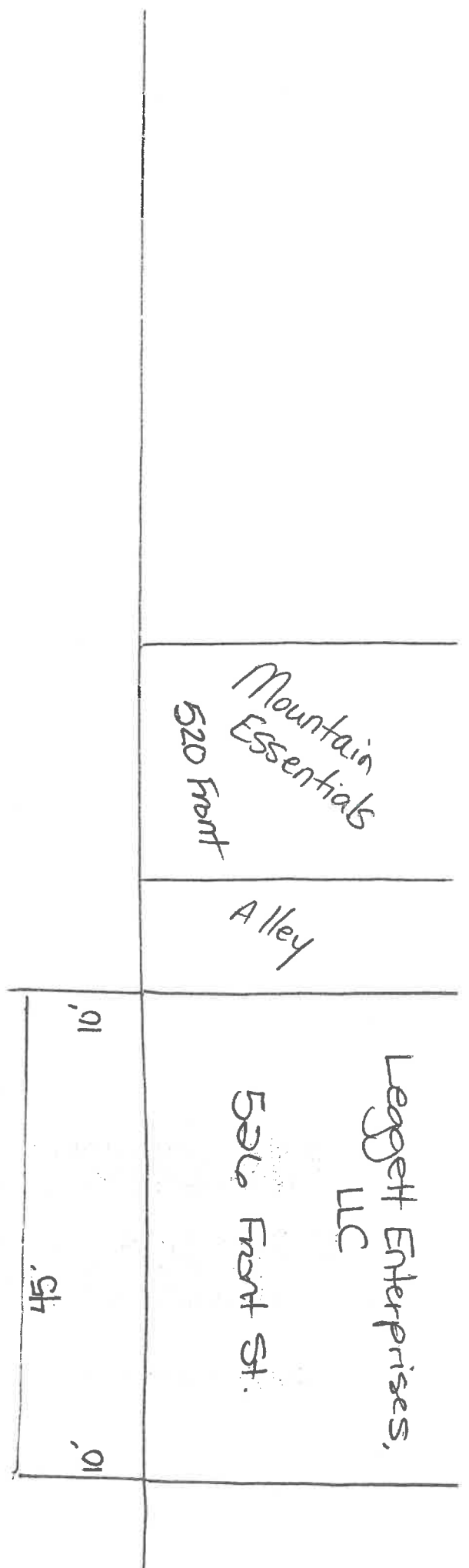


EXHIBIT B

OPERATING CONDITIONS

- 1) It is understood by the Licensee that no alcohol may be served in this area until all necessary liquor licenses have been obtained from the Town of Fairplay and the State of Colorado.**
- 2) Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**

Permit Application and Report of Changes

Current License Number 42-03453-0000
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee \$ _____

1. Applicant is a <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company	Present License Number _____
---	---------------------------------

2. Name of Licensee <u>MCCALL ENTERPRISES LLC</u>	3. Trade Name <u>MCCALL'S PARK BAR</u>
--	---

4. Location Address
511 FRONT ST

City <u>FAIRPLAY CO</u>	County <u>PARK</u>	ZIP <u>80440</u>
----------------------------	-----------------------	---------------------

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

Section A – Manager reg/change	Section C
• License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.)\$75.00 <input type="checkbox"/> Manager's Registration (Tavern).....\$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment).....\$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea).....\$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input type="checkbox"/> Change Location Permit (ea)..... 150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License	
• Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00	

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

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

For All Sections, Complete Questions 1-4 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 5. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 9. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name _____ New manager's name _____</p> <p>(b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/> Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>PARKLET IN STREET IN FRONT OF SILFRONT ST</u></p> <p>(b) If the modification is temporary, when will the proposed change: Start <u>5/29/20</u> (mo/day/year) End <u>9/30/20</u> (mo/day/year) NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>
Campus Liquor Complex Designation	<p>10. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Additional Related Facility	<p>11. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Brealey McCall</i>	Title <i>Owner</i>	Date <i>5/20/20</i>
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

xx = Fencing / Barriers

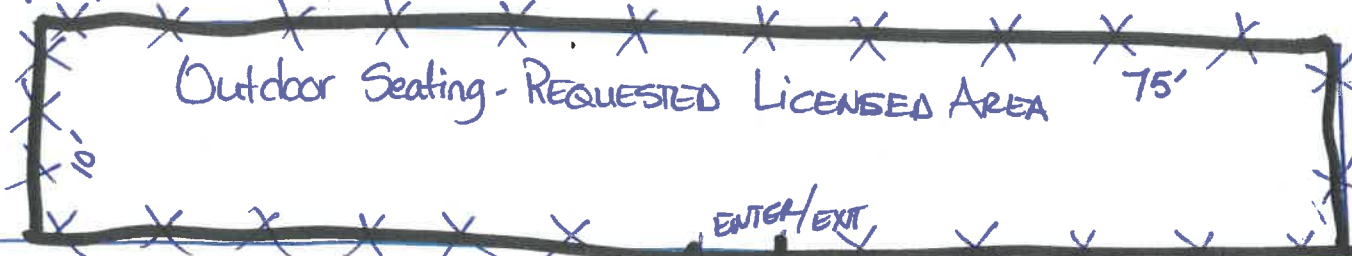
Signage will be placed at Enter/Exit and on fence

* No Alcohol Outside of this area

* No Underage Drinking

FRONT STREET

RIGHT-OF-WAY



Outdoor Seating - REQUESTED LICENSED AREA

75'

10'

ENTER/EXIT

SIDEWALK - NOT INCLUDED IN LICENSED AREA

Millonzi's

Land

McCall's

PARK BAR

511 Front Street

INDOOR/OUTDOOR AREAS

CURRENTLY LICENSED AREA

Edge of River Bank

RESOLUTION NO. 19
(Series of 2020)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH ELLEN CANCHOLA/SOUTH PARK PUB AND GRILL, DBA PLATTE RIVER SALOON FOR THE USE OF TOWN-OWNED PROPERTY.

WHEREAS, Ellen Canchola/South Park Pub and Grill, DBA Platte River Saloon, has made application to the Town for permission to occupy certain town-owned right-of-way for the purpose of using the area for restaurant seating and service; and

WHEREAS, the Board of Trustees has determined that a revocable license can be granted authorizing use of said public right-of-way as requested without injury to the public interest or welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that a revocable license agreement, a copy of which is attached and fully incorporated herein as Exhibit A, is hereby authorized and approved for Ellen Canchola/South Park Pub and Grill, DBA Platte River Saloon, licensee and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 27th day of May, 2020.

Town of Fairplay

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 27th day of May, 2020, (the "Effective Date") by the Town of Fairplay, a statutory municipal corporation, ("Town"), whose address is 901 Main Street, Fairplay, Colorado 80440, to Ellen Canchola/South Park Pub and Grill dba Platte River Saloon, ("Licensee") whose address is 517/523 Front Street, Fairplay, CO 80440

- A. The Town owns the right-of-way/public place which is commonly known as Front Street (the "Town ROW").
- B. Licensee desires to allow restaurant service and seating in the Town ROW (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Town ROW are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Code of the Town of Fairplay ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities/Improvements within the Town ROW without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Town ROW, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Town ROW/Public Place; and
- (ii) operate the Private Activities/Improvements only in accordance with the operating conditions set forth in Exhibit B hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Town ROW due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public ROW.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

The term of this license shall begin on May 28, 2020 and end on September 30, 2020.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. Revocation.

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification and Insurance.

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all

claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, subLicensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

(ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:

(a) Commercial General Liability insurance and Liquor Sales Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED

THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Town of Fairplay
901 Main Street
PO Box 267
Fairplay, Colorado 80440
Attn: Tina Darrah

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. Competing Uses.

The Private Activities/Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. Miscellaneous Provisions

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

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

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Park County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Municipal Corporation

By: _____

Its: _____

ATTEST:

Tina Darrah, Town Clerk

LICENSEE:

By: _____

Print Name: _____

Position/Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF PARK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of _____.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

**TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS**

See Attached

EXHIBIT 'A'

XX = FENCING/BARRIER
SIGNAGE WILL BE PLACED AT ENTER/EXIT
• NO ALCOHOL OUTSIDE OF THIS AREA
• NO UNDERAGE DRINKING

← FRONT STREET
RIGHT-OF-WAY

50'

OUTDOOR SEATING - REQUESTED LICENSED AREA

ENTER/EXIT

Sidewalk - NOT IN LICENSED AREA

Platte River Saloon
517/523 FRONT ST.

INSIDE
LICENSED
AREA

Hand
Hotel

PARK BAR

Alley

BACKYARD
LICENSED AREA

Edge of River Bank

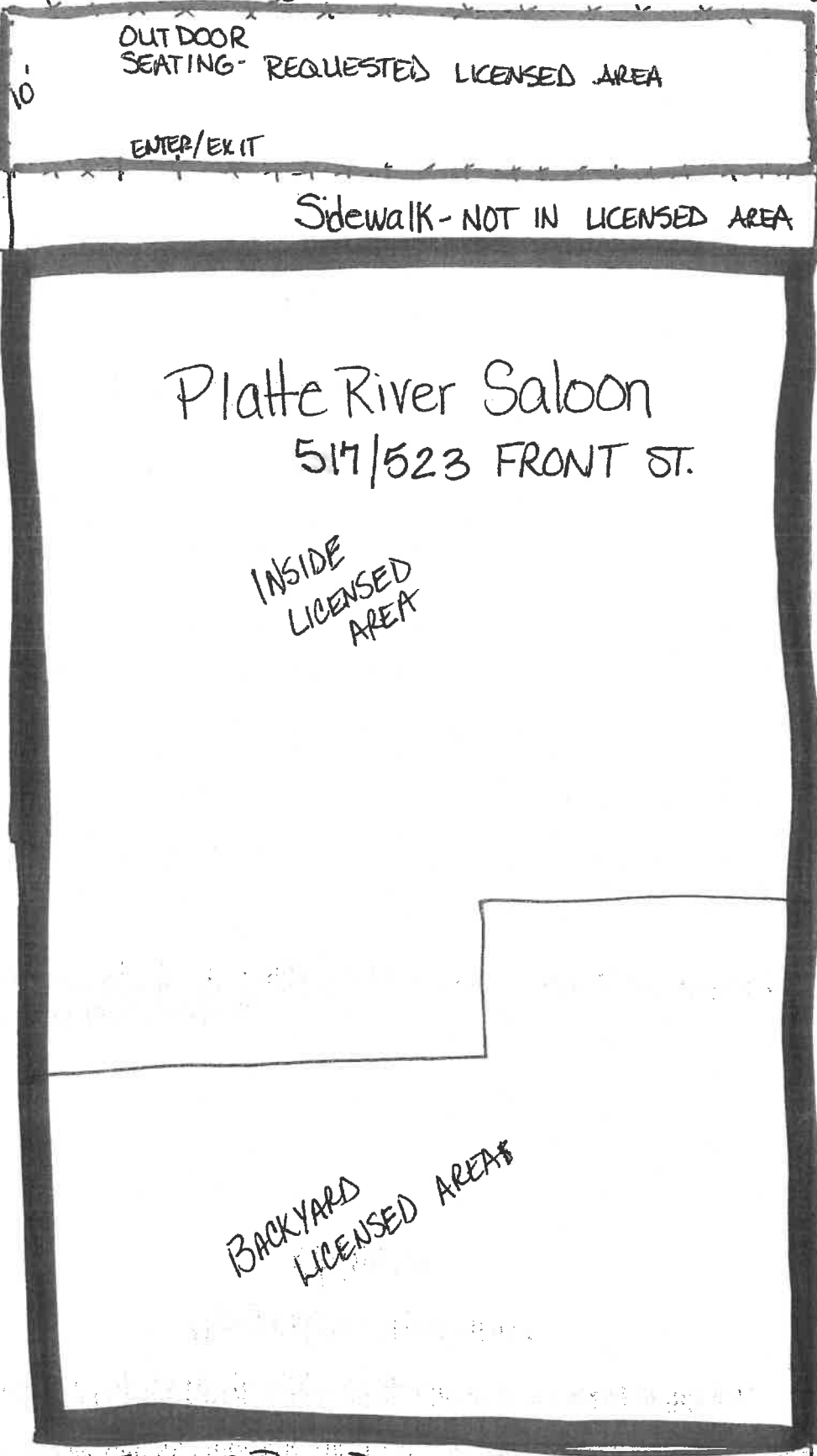


EXHIBIT B

OPERATING CONDITIONS

- 1) It is understood by the Licensee that no alcohol may be served in this area until all necessary liquor licenses have been obtained from the Town of Fairplay and the State of Colorado.**
- 2) Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**

EXHIBIT B

THIS DOCUMENT IS UNCLASSIFIED DATE 07/20/2010 BY 60322 JAV/AM
EXHIBIT B - OPERATING CONDITIONS

Permit Application and Report of Changes

Current License Number _____

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee \$ _____

1. Applicant is a <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company	Present License Number _____
---	---------------------------------

2. Name of Licensee <i>Ellen Canchola, South Park Pub & Grill</i>	3. Trade Name <i>Platte River Saloon</i>
--	---

4. Location Address
517 Front Street

City <i>Fairplay</i>	County <i>Park</i>	ZIP <i>80440</i>
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SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager reg/change	Section C
• License Account No. _____ <input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) 100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) 50.00 <input type="checkbox"/> Change Location Permit (ea) 150.00 <input checked="" type="checkbox"/> Change, Alter or Modify Premises \$150.00 x <u>1</u> Total Fee <u>150.00</u> <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x _____ Total Fee _____ <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x _____ Total Fee _____ <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License	
• Liquor License No. _____ <input type="checkbox"/> Duplicate License \$50.00	

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period

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

For All Sections, Complete Questions 1-4 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 5. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.


- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
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- 7) **Campus Liquor Complex Designation**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 8) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 4 and complete question 11.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Change of Manager	<p>8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8).</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only) Former manager's name _____ New manager's name _____</p> <p>(b) Date of Employment _____ Has manager ever managed a liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/> Does manager have a financial interest in any other liquor licensed establishment? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, give name and location of establishment _____</p>
Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area	<p>9. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Adding an area in front of building to allow extra seating, due to the 6 foot apart covid regulations</u></p> <p>(b) If the modification is temporary, when will the proposed change: Start <u>5/29-20</u> (mo/day/year) End <u>9/30-20</u> (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? (If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p> <p>(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>
Campus Liquor Complex Designation	<p>10. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Additional Related Facility	<p>11. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Oath of Applicant

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

Signature 	Title owner	Date 5/21-20
--	----------------	-----------------

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, This Application is Approved.**

Local Licensing Authority (City or County)	Date filed with Local Authority
--	---------------------------------

Signature	Title	Date
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Report of STATE Licensing Authority

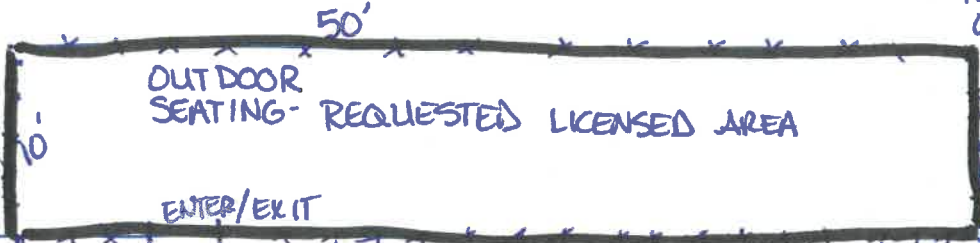
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

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



← FRONT STREET
RIGHT-OF-WAY

xx = FENCING/BARRIER
SIGNAGE WILL BE
PLACED AT ENTER/
EXIT
• NO ALCOHOL OUTSIDE
OF THIS AREA
• NO UNDERAGE
DRINKING



OUTDOOR SEATING - REQUESTED LICENSED AREA

ENTER/EXIT

10'

50'

Sidewalk - NOT IN LICENSED AREA

Platte River Saloon
517/523 FRONT ST.

INSIDE
LICENSED
AREA

BACKYARD
LICENSED AREA

Edge of River Bank

PARK BAR

Alley

Hand
Hotel

RESOLUTION NO. 20
(Series of 2020)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A REVOCABLE LICENSE AGREEMENT WITH RON LEGGETT/ LEGGETT ENTERPRISES LLC., FOR THE USE OF TOWN-OWNED PROPERTY.

WHEREAS, Ron Leggett/Leggett Enterprises LLC. has made application to the Town for permission to occupy certain town-owned right-of-way for the purpose of using the area for restaurant seating and service; and

WHEREAS, the Board of Trustees has determined that a revocable license can be granted authorizing use of said public right-of-way as requested without injury to the public interest or welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO that a revocable license agreement, a copy of which is attached and fully incorporated herein as Exhibit A, is hereby authorized and approved for Ron Leggett/Leggett Enterprises LLC. licensee and the Mayor and/or Town Administrator are authorized to execute same on behalf of the Town.

RESOLVED, APPROVED, AND ADOPTED this 27th day of May, 2020.

Town of Fairplay

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

**REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY
OR PUBLIC PLACE**

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC is granted this 27th day of May, 2020, (the "Effective Date") by the Town of Fairplay, a statutory municipal corporation, ("Town"), whose address is 901 Main Street, Fairplay, Colorado 80440, to Ron Leggett/Leggett Enterprises, LLC, ("Licensee") whose address is 526 Front Street, Fairplay, CO 80440

- A. The Town owns the right-of-way/public place which is commonly known as Front Street (the "Town ROW").
- B. Licensee desires to allow restaurant service and seating in the Town ROW (the "Private Activities/Improvements"). The Private Activities/Improvements and their locations within the Town ROW are depicted on Exhibit A attached hereto and incorporated herein by this reference.
- C. Pursuant to Town Code of the Town of Fairplay ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.
- D. The Town is willing to grant a revocable license to Licensee to allow Licensee to install and operate the Private Activities/Improvements as depicted in Exhibit A, which Exhibit is incorporated herein by this reference, under certain circumstances and with certain conditions and stipulations.
- E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities/Improvements within the Town ROW without cost or liability to the Town.

LICENSE

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Private Activities/Improvements in the Town ROW, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Private Activities/Improvements only within the boundaries of the area depicted on Exhibit A as being within the Town ROW/Public Place; and
- (ii) operate the Private Activities/Improvements only in accordance with the operating conditions set forth in Exhibit B hereto, which Exhibit is hereby incorporated herein by reference.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Private Activities/Improvements. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the Town ROW encroached upon as public thoroughfares or public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Town ROW/Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Town ROW due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration the Private Activities/Improvements and shall maintain the Private Activities/Improvements in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Private Activities/Improvements at its own peril. Licensee is solely responsible for any damage to the Private Activities/Improvements caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public ROW.

3. Repair of Damages

Licensee shall promptly repair all damage to the Town ROW caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

The term of this license shall begin on May 28, 2020 and end on September 30, 2020.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Private Activities/Improvements and returns the Town ROW/Public Place to substantially similar condition as that prior to installation and operation of the Private Activities/Improvements.

5. **Revocation.**

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Private Activities/Improvements in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Board of Trustees of the Town that the Town ROW is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Private Activities/Improvements and restore the Town ROW/Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Private Activities/Improvements by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Private Activities/Improvements to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. **Notice.**

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. **Indemnification and Insurance.**

(i) **Indemnification.** The Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all

claims, demands, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, Licensees, subLicensees, or lessees, in the installation, construction, use, operation or maintenance of the Private Activities/Improvements. In particular and without limiting the scope of the foregoing agreement to indemnify and hold harmless, the Licensee shall indemnify the Town for all claims, damages, liability, or court awards, including costs and attorneys' fees that are incurred by the Town or that may be awarded against the Town as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any claim that, in whole or in part, all or any portion of the Private Activities/Improvements and/or the Town ROW constitutes a dangerous, hazardous, and/or unsafe condition. Licensee further agrees that should it fail to indemnify the Town as required in this section, the Town shall have the right to file a lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

- (ii) **Insurance.** Licensee shall procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Licensee under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law:
- (a) Commercial General Liability insurance and Liquor Sales Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Licensees, products, and completed operations. The policies shall name TOWN, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.
 - (b) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED

THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Subsection.

(c) The insurance policies required by subsections (a) and (b) above shall name Town, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(d) Every policy required under this Subsection (ii) shall be primary insurance, and any insurance carried by Town, its officers, or its employees, or carried by or provided through any insurance pool of Town, shall be excess and not contributory insurance to that provided by Licensee. Licensee shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(e) Prior to commencement of this License, Licensee shall provide Town with a certificate of insurance completed by Licensee's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to Town. The completed certificate of insurance shall be sent to:

Town of Fairplay
901 Main Street
PO Box 267
Fairplay, Colorado 80440
Attn: Tina Darrah

(h) License shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of Licensee's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of Licensee to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which Town may immediately terminate this Agreement, or at its discretion Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Town shall be repaid by Licensee to Town upon demand, or Town may withhold the cost of the premiums from any monies due to Licensee from Town.

(i) The parties hereto understand and agree that Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (present or future) or any other rights, immunities, and protections provided by the Colorado

Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Town, its officers, or its employees.

8. Competing Uses.

The Private Activities/Improvements and the Licensee's activities within the Town ROW shall not interfere with water facilities, sanitary or storm sewer facilities or other public use of the Town ROW. Licensee's Private Activities/Improvements shall be maintained and altered from time to time, if necessary in the reasonable determination of the Town, so as to avoid interference with other property, uses and improvements.

9. Miscellaneous Provisions

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Private Activities/Improvements authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Private Activities/Improvements shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

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

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Park County, Colorado.

f. No Waiver of Immunity. Nothing in this License is intended to waive any protection afforded to the Town by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. or any other applicable law providing immunity to the Town, its officials, officers, agents, and employees.

TOWN OF FAIRPLAY, a Colorado Municipal Corporation

By: _____

Its: _____

ATTEST:

Tina Darrah, Town Clerk

LICENSEE:

By: _____

Print Name: _____

Position/Title: _____

STATE OF COLORADO)

)

ss.

COUNTY OF PARK)

)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ as _____ of _____

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

**TOWN ROW AREA BOUNDARIES AND SITE PLAN FOR PRIVATE
ACTIVITIES/IMPROVEMENTS**

See Attached.

Town Row Area Boundaries and Site Plan for Private
Activities/Improvements

Exhibit A

Mountain
Essentials
520 Front

Alley

Leggett Enterprises,
LLC

526 Front St.



FRONT STREET ROW



511 Front St.
Park Bar

517 | 523 Front St.

EXHIBIT B

OPERATING CONDITIONS

- 1) It is understood by the Licensee that no alcohol may be served in this area.**
- 2) Licensee agrees that all applicable health orders issued by the State of Colorado and Park County will be complied with and that it is Licensee's responsibility to be aware of such orders.**
- 3) Licensee agrees that the operating hours will end at 9:00 p.m. for outdoor seating authorized by this agreement.**



Guidance for Restaurants and Food Services

RESTAURANT AND FOOD SERVICES - PICK UP ONLY

GUIDANCE FOR PICK-UP SPACE	GUIDANCE REGARDING EMPLOYEES	GUIDANCE TO PROTECT CUSTOMERS
<ul style="list-style-type: none"> • Limit restaurant service to walk-up/ window/ curbside pick up, or delivery only. • All bars must remain closed to in-person patrons (take-out permitted, e.g. beer sales/cocktail kits from a brewery). • Elevate and increase frequency of cleaning practices, including disinfection of high-touch areas. • Conduct daily disinfection and full cleaning in-between shifts in accordance with CDPHE guidance • Implement symptom monitoring protocols (including workplace temperature monitoring and symptom screening questions) where possible. (Additional Guidance) and encourage sick employees to use the CDPHE Symptom Tracker • Post signage for employees and customers on good hygiene and other sanitation practices • Clearly designate pick-up waiting areas with markers for proper distancing between parties, and ensure they do not interfere with in-establishment dining - whether indoors or outside. 	<ul style="list-style-type: none"> • Provide guidance and encouragement on maintaining 6 foot distancing between employees. • Wear face coverings during customer interactions • Wear gloves and face coverings whenever possible during meal-prep and cleaning. • Institute frequent breaks to wash hands. • Require employees to stay home when showing any symptoms or signs of sickness. • Employers are encouraged to provide high-quality face coverings 	<ul style="list-style-type: none"> • Implement 6 foot distancing measures (i.e., marked space in check-out lines) • Provide contactless payment options whenever possible. • Make accommodations for individuals unable to adhere to mask and physical distancing requirements, such as takeout, curbside or delivery.

RESTAURANT AND FOOD SERVICES - INDOOR AND OUTDOOR ON-PREMISE DINING

The intent of this guidance is to open establishments for the primary purpose of dine-in service, or what is colloquially referred to as "restaurants." Any establishment that can adhere to the guidelines below and ensure access to food for on-premise consumption can open. The provision of food/meals must be from a licensed retail food establishment. Other kinds of establishments that do not serve food will be evaluated in June.

GUIDANCE FOR FOOD SERVICE SPACE

GUIDANCE REGARDING EMPLOYEES

GUIDANCE TO PROTECT CUSTOMERS

- | | | |
|--|--|--|
| <ul style="list-style-type: none"> ● Restaurants are encouraged to continue curbside pick-up/delivery, including alcohol pick-up/delivery. ● Outdoor dine-in service is encouraged. Please work with local authorities to get authorization for expanding space to accommodate outdoor dine-in for adjacent or nonadjacent public or private spaces. The following requirements must be met: <ul style="list-style-type: none"> ○ Patrons in different parties must be a minimum of 6 feet apart. The spacing of tables may need to be 6 feet or more to ensure proper physical distancing between diners from different parties. ○ All employees must wear face coverings. ○ Disinfecting and deep-cleaning of all shared surfaces between seatings. ● Indoor dine-in service can be held at a 50% of the posted occupancy code limit and a maximum of 50 patrons, if the following requirements can be met: <ul style="list-style-type: none"> ○ Patrons in different parties must be a minimum of 6 feet apart. The spacing of tables may need to be 6 feet or more to ensure proper physical distancing between diners from different parties. ○ All employees must wear face coverings. ○ Ensure maximum ventilation by opening windows and minimizing air conditioning to the extent possible. ○ Deep clean and disinfect all shared surfaces between parties/at each turnover. ○ Keep parties together, and do not allow them to mingle with each other.. ● Limit party size to eight people or fewer. ● Make efforts to reduce congregating inside and outside the establishment including: <ul style="list-style-type: none"> ○ Encouraging reservations, and preferably requiring reservations, if feasible.. ○ Waiting parties must not congregate in entrance areas and should wait in their cars or off premises until seating is available. ○ No communal seating. ○ No self-service stations or buffets. ○ No seat-yourself options to ensure that a table has been disinfected prior to a new patron. ○ Do not seat people in the bar if it is being used to prepare food or drink. If the bar area is not being used to prepare food or drink, n parties could sit there under the same distancing requirements as a regular table. ○ Clearly mark floor and ground to delineate 6-foot spacing for people in lines, and mark how foot traffic should move. Clearly mark closed tables not available for seating customers. | <ul style="list-style-type: none"> ● Implement symptom monitoring protocols (including workplace temperature monitoring and symptom screening questions) where possible (Additional Guidance) and encourage sick employees to use the CDPHE Symptom Tracker. ● Appoint one employee per shift to monitor staff and public for adherence to safety measures. ● Require employees to stay home and refer to employer or state support when showing any symptoms or signs of sickness (Information about emergency sick leave pay). ● Provide guidance, training, and ongoing training on maintaining 6 foot distancing between employees to the greatest extent possible in all areas of operation. ● Implement systems to minimize staff interactions, such as work flows, shift cohorting (same staff on each shift), staggering of shifts, shift changes, and breaks. ● Require employees to wear face coverings while in the establishment. ● Require face coverings for vendors, suppliers, and contract workers entering the licensed establishment. ● Require gloves or frequent handwashing. Encourage frequent breaks to wash hands (at least every 30 minutes) including upon arrival and departure. ● Adhere strictly to the hygienic practices listed in the Colorado Retail Food Regulations including: <ul style="list-style-type: none"> ○ Not working when sick ○ Frequent hand washing ○ Changing gloves between tasks ○ Using a fresh pair of gloves after each handwashing. | <ul style="list-style-type: none"> ● Provide an option for customers to “sign in” to facilitate notifying them if an exposure occurs. ● Provide contactless payment or prepayment options whenever possible. ● Establish customer waiting areas, outdoors if possible, that maintain proper physical distancing from other guests. ● Restrict standing and/or congregating in the bar area, entrance/exit, and any interior spaces. ● Continue curbside pick up/delivery options and recommend them for vulnerable individuals. ● Request customers to wear face coverings when not eating or drinking, e.g., walking past other tables to get to delivery areas or restrooms.. ● Consider refusing service to customers who refuse to adhere to hygiene and physical distancing requirements ● Make accommodations for individuals unable to adhere to masking and physical distancing requirements, such as takeout, curbside or delivery. |
|--|--|--|

- Post clear signs notifying patrons and employees of hygiene and sanitation expectations, including not entering if they or anyone in their household is experiencing any symptoms of illness.
 - Minimize objects touched by multiple patrons including:
 - Remove/close games and dance floors that require or encourage standing around (darts/pool tables/shuffleboard, arcade games); remove board games.
 - Discontinue use of tablecloths, or move to single-use, or remove and replace laundered tablecloths between patrons.
 - Disinfect any shared objects such as check presenters and POS machines thoroughly between uses.
 - Increase cleaning and disinfection protocols and track with publicly posted cleaning logs including:
 - Use disposable single-use menus, menu boards, or create online menus for guests to review from their electronic device.
 - Provide single-use or single serving condiments.
 - Disinfect restrooms every hour.
 - Block off stalls and urinals with proper signage to support 6 feet between patrons. This may require reduced bathroom capacity or even only one person in a bathroom at a time.
 - Provide hand sanitizer at check-in area and throughout the venue.
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- Consider modifying the menu to create additional space in the kitchen and promote physical distancing.
 - Implement physical distancing where practicable.
 - “All staff” meetings must follow physical distancing. Consider virtual meetings or meetings outside with appropriate distancing.
 - Require employees to take home all belongings, including water bottles, after every shift.
 - Provide high-quality face coverings for employees as much as possible.

IF THERE IS A CONFIRMED CASE OF COVID-19 AMONG CUSTOMERS OR EMPLOYEES

- The restaurant must notify and cooperate with their local public health agency on next steps.
- Local public health agency contacts can be found [here](#).
- Outbreak guidance for non-healthcare facilities can be found [here](#).

