

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, April 19, 2021 at 6:00 p.m. at the Fairplay Town Hall Meeting Room
901 Main Street, Fairplay Colorado**

- I. CALL TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF AGENDA**
- V. CONSENT AGENDA** *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*
 - A. APPROVAL OF MINUTES** – April 7, 2021
 - B. APPROVAL OF EXPENDITURES**—Approval of bills of various Town funds in the amount of \$166,442.24.
- VI. CITIZEN COMMENTS**
- VII. PUBLIC HEARINGS**
 - A.** Hearing on Application for a Retail Tavern Liquor License as applied for by William Pike, South Park Cigars, LLC dba South Park Cigars located at 519 Main Street in Fairplay, Colorado.
- VIII. UNFINISHED BUSINESS**
 - A.** Should the Board Approve Adoption of Resolution No. 7, series of 2021, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING PARTICIPATION IN A REVOCABLE SUB-LICENSE AGREEMENT WITH HIGH COUNTRY FOODS, LLC, DBA, OFF THE GRID FOOD TRAILER, FOR USAGE OF THE PROPERTY KNOWN AS 401 MAIN STREET, FAIRPLAY, COLORADO.**”?
 - B.** Other Discussion Items.
- IX. NEW BUSINESS**
 - A.** Should the Board Approve Adoption of Resolution No. 8, series of 2021, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND BEN AND HOLLI COOPER FOR THE 520 FRONT STREET PAINTING PROJECT.**”?
 - B.** Should the Board Approve Adoption of Resolution No. 9, series of 2021, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN AMENDMENT TO THE PERSONNEL HANDBOOK FOR THE TOWN OF FAIRPLAY.**”?
 - C.** Should the Board Approve Adoption of Resolution No. 10, series of 2021, entitled, “**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A CONTRACT WITH PAVEMENT MAINTENANCES SERVICES, INC., FOR THE 2021 PAVING OVERLAY PROJECT.**”?
 - D.** Discussion Regarding Request for Letter of Support from the Town of Blue River Regarding the Proposed CDOT Chain-Up Station in Blue River
 - E.** Other New Business.
- X. BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. WORKSESSION REGARDING WATER SYSTEM**
- XII. ADJOURNMENT**

Upcoming Meetings/Important Dates

Special Board Meeting	April 21, 2021
Regular Board Meeting	May 3, 2021
Regular Board Meeting	May 17, 2021

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, April 15, 2021.

**MINUTES OF A SPECIAL MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
APRIL 7, 2021**

CALL TO ORDER

A special meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:04 p.m. in the Council Chambers located in the Fairplay Town Hall, 901 Main Street, by Mayor Frank Just. Mayor Just proceeded with the pledge of allegiance, followed by the roll call which was answered by Trustees Scott Dodge, Josh Voorhis and Nate Fidler. Also in attendance were Public Works Director/Asst. Town Administrator Mason Green, Town Administrator/ Clerk Tina Darrah. Trustee Eve Stapp was absent.

AGENDA ADOPTION

Motion #1 by Trustee Dodge, seconded by Trustee Voorhis, that the agenda be adopted as presented. Motion carried unanimously. (Trustee Stapp was absent.)

CONSENT AGENDA *(The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.)*

A. APPROVAL OF MINUTES – March 15, 2021

B. APPROVAL OF EXPENDITURES—Approval of bills of various Town funds in the amount of **\$34,961.50.**

Motion #2 by Trustee Voorhis, seconded by Trustee Fidler, that the agenda be adopted as presented. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes. Motion carried unanimously. (Trustee Stapp was absent.)

CITIZEN COMMENTS

Mr. Green read a letter into the record from James Dean, owner of Prathers Market, requesting that the police department increase traffic enforcement on Highways 9 and 285 through the Town as he has witnessed excessive speeds on these two highways within the Town limits. Mr. Green stated that he would give the request to Chief Schlunsen to address.

UNFINISHED BUSINESS

Other Discussion Items

None offered.

NEW BUSINESS

Should the Board Approve Adoption of Resolution No. 5, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND SUNNY POOL FOR THE 300 THIRD STREET RE-ROOF PROJECT.”?**

Staff comment was offered by Town Treasurer Wittbrodt explaining that this application is for \$1,319.00 towards the re-roofing of the property located at 300 3rd Street. This is the amount the property owner has paid in property taxes to the Town of Fairplay over the last five years. She further noted that the application, bid, and photos were included in the packet for the Board to reference.

Motion #3 by Trustee Voorhis, seconded by Trustee Fidler, that the Board Approve Adoption of Resolution No. 5, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND SUNNY POOL FOR THE 300 THIRD STREET RE-ROOF PROJECT.”** A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp was absent.)

Should the Board Approve Adoption of Resolution No. 6, series of 2021, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND JEN BOLEY FOR THE 730 MAIN STREET WINDOW REPLACEMENT PROJECT.”?

Staff comment was offered by Assistant Administrator/Public Works Director Green explaining that this application is for \$3,526.00 towards the replacement of four windows at the property located at 730 Main Street. This is slightly less than the amount the property owner has paid in property taxes to the Town of Fairplay over the last five years, but equal to one-half of the project cost. He further noted that the application, bid, and photos were included in the packet for the Board to reference.

Motion #4 by Trustee Dodge, seconded by Trustee Voorhis, that the Board Approve Adoption of Resolution No. 6, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND JEN BOLEY FOR THE 730 MAIN STREET WINDOW REPLACEMENT PROJECT.”** A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp was absent.)

Discussion/Direction Regarding Loan Payoff for Fairplay 29 Acres Purchase

Town Treasurer Wittbrodt offered staff comment requesting that the Board consider using some of the general fund’s high fund balance to pay the remaining \$132K on the loan the Town took to purchase the Fairplay 29 Acres parcel for the River Park. She noted that this would release the Town equipment/vehicles that were used as collateral for the loan, thus allowing the Town to sell vehicles no longer in use. She further noted that paying the loan now saves the Town over \$11k in interest.

Motion #5 by Trustee Dodge, seconded by Trustee Voorhis, directing the Town Treasurer to payoff the loan for the Fairplay 29 Acres purchase. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp was absent.)

Discussion/Direction Regarding Request from Off-the-Grid Food Truck for Sub-Lease of Space in Parking Lot at Corner of 4th and Main Streets

Town Administrator Darrah introduced the topic explaining that Mike and Peggy Leczel of Off the Grid Food Trailer have requested permission to use the lot at 401 Main Street again this year for their food trailer. She noted that for the last three summers, they have sub-leased it from the Town for the months of May-September for \$500 per month and that they have requested the same time frame at the same rate as last year. She explained that staff is looking for direction from the Board as to whether they would like to sub-lease space in the parking lot at 401 Main to the Leczel’s again this year, noting that if the Board chooses to do this, staff will bring back the necessary paperwork for approval on the next agenda.

Mike Leczel was present and offered comment to the Board asking that they approve the request

but noting that they were having some issues with obtaining electricity this year for the site and informing the Board that if they were unable to obtain electricity, they would not be able to use this parcel. He stated that they hoped to have an answer before the next meeting.

After a brief discussion, the Board offered consensus to move forward with the sub-lease and directing staff to move forward with drafting this agreement for the next agenda.

Discussion/Approval Regarding Purchase of Ford F-250

Assistant Administrator/Public Works Director Green offered staff comment stating that at the last meeting he had discussed the need for another vehicle in the Public Works Dept. and reminding the Board that they had asked him to pursue the purchase while bringing the item back to them for formal approval. He informed the Board that he had negotiated a Ford F-250 in the amount of \$33,236. He further noted that the current fund balance in the Internal Service Fund is over \$300,000 and that the funds for a new vehicle would come out of that fund.

A brief discussion took place during which the Board agreed that the vehicle purchased should be a Ford F350, 7.3-liter, V-8, with a crew cab.

Motion #6 by Trustee Voorhis, seconded by Trustee Fidler, that Mr. Green be authorized to purchase a Ford F350, 7.3-liter, V-8, with a crew cab for the Public Works Department. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp was absent.)

Other New Business

None offered.

BOARD OF TRUSTEE AND STAFF REPORTS

Public Works Director/Asst. Town Administrator Green offered a brief staff report primarily focused on the need for a work session with the Town Board to discuss the water system and the testing done on the infiltration gallery. He also spoke briefly about summer events and how the rapidly changing COVID regulations are affecting the planning of those events. He stated that at this time, Ms. Bullock is planning all summer events as she normally would, due to the current lessening of the regulations.

Town Treasurer Wittbrodt informed the Board that six applications for the Town Administrator position had been received to date and reminding them that the deadline for applications is April 16th.

Town Administrator Darrah informed the Board that she had attended a meeting of the community garden citizen group and that during that meeting locations for the garden were discussed. She stated that the preferred location of the group would be the lot at the corner of 6th and Front Streets (the former home of the Fairplay Grower), noting that the Town's role in the community garden effort would likely involve procuring the site. Ms. Darrah stated that to that end she had reached out to the owners of the lot and invited to them to the next community garden meeting and that she would report back to the Board after that meeting.

Trustee Dodge informed the Board that he had be attended a CDOT meeting on March 29th and that plans are underway for a transit center in Fairplay and that the improvements to the Hwy. 285/9 intersection are moving forward, with construction set to start in the spring of 2023. He further asked that Public Works continue to look at filling potholes and pursuing trash clean-up.

Trustee Voorhis informed the Board that Mr. Green had offered to arrange a meeting with the Sheriff and Fire Chief regarding allowing backyard barbeques in the Town limits during county-

wide fire bans. The Board agreed that Trustee Voorhis should attend as the Town Board representative.

Mayor Just informed the Board that he had been working with Julie Bullock regarding an early summer event which is evolving into a "Fairplay Community Block Party" type event. He stated that they would like to get the Front Street businesses involved in serving food and that they had already reserved the band, Split Window to provide live music. He billed it as a family type event. He also noted that Scott Bullock has agreed to provide a logo for the event.

Mayor Just also noted that he had received a letter from the Town of Blue River requesting a letter of support from the Town of Fairplay opposing a CDOT chain up station on Highway 9 as it passes through Blue River. He asked that a discussion regarding this request be placed on the next agenda.

Trustee Dodge asked that the Board consider going back to regular, in-person meetings. Consensus from the Board was offered agreeing to this request.

ADJOURNMENT

Mayor Just, noting that there being no further regular business before the Board, declared that the regular meeting be adjourned at 7:20 p.m.

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt, Treasurer
RE: Paid Bills
DATE: 4/14/2021

Agenda Item: Bills

Attached is the list of invoices paid from April 2, 2021 through April 14, 2021.

Total Expenditures: \$166,442.24 This includes the loan payoff you approved at the April 1, 2021 meeting.

Upon motion to approve the consent agenda, the expenditures will be approved.

Please contact me with any questions.

Report Criteria:

Detail report type printed

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
04/08/2021	17026	Colorado Bureau of Investi	fingerprint processing/back	1	04/08/2021	38.50	105070
04/08/2021	17027		fingerprint processing/back	1	04/08/2021	38.50	105070
Total 472:						77.00	
04/14/2021	17042	The Flume	legal /ads	1	03/31/2021	23.22	106125
Total 868:						23.22	
04/14/2021	17035	Ferrellgas	850 hathaway	1	03/28/2021	394.24	105186
04/14/2021	17035		propane-501 main	2	03/28/2021	1,435.27	105195
Total 916:						1,829.51	
04/14/2021	17037	Main Street Garage	2013 tahoe	1	03/31/2021	157.66	105420
04/07/2021	17014		dodge repair	1	04/01/2021	278.70	517242
04/07/2021	17014		dodge repair	2	04/01/2021	278.70	105625
04/14/2021	17037		2013 tahoe	1	04/02/2021	90.84	105420
Total 1336:						805.90	
04/07/2021	17017	Mountain View Waste	2 yd 2 monthly	1	04/01/2021	75.00	517675
Total 1414:						75.00	
04/14/2021	17039	Postal Pros Southwest, Inc	water billing	1	04/08/2021	282.55	517218
Total 1699:						282.55	
04/14/2021	17043	Town of Fairplay	501 main	1	03/31/2021	303.20	105195
04/14/2021	17043		850 hathaway	1	03/31/2021	101.70	105186
Total 2134:						404.90	
04/07/2021	17022	Utility Notification Center	RTL Transmissions	1	03/31/2021	31.68	517455
04/07/2021	17022		RTL Transmissions	1	03/31/2021	31.68	517650
Total 2194:						63.36	
04/14/2021	17045	Xcel Energy	street lights and bulbs	1	04/01/2021	938.35	105640
Total 2296:						938.35	
04/14/2021	17041	South Park Ace & Lumber	Supplies	1	03/25/2021	140.24	105630
04/14/2021	17041		Supplies	2	03/25/2021	43.45	105625
04/14/2021	17041		Supplies	3	03/25/2021	36.99	105445
04/14/2021	17041		Supplies	4	03/25/2021	18.58	105475
04/14/2021	17041		Supplies	5	03/25/2021	15.99	105830
Total 2405:						255.25	
04/07/2021	17013	KONICA MINOLTA BUSIN	C364E Copier	1	03/29/2021	293.57	105032

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 2448:						293.57	
04/14/2021	17030	CARD SERVICES	Supplies	1	04/01/2021	144.72	105030
04/14/2021	17030		Supplies	2	04/01/2021	39.38	105027
04/14/2021	17030		Supplies	3	04/01/2021	67.27	105130
04/14/2021	17030		Supplies	4	04/01/2021	1.20	105162
04/14/2021	17030		Supplies	5	04/01/2021	3.98	105027
04/14/2021	17030		recording fee	6	04/01/2021	32.08	105070
04/14/2021	17030		Postage	7	04/01/2021	56.95	105035
04/14/2021	17030		Supplies	8	04/01/2021	94.47	105027
04/14/2021	17030		Postage	9	04/01/2021	55.00	517218
04/14/2021	17030		Postage	10	04/01/2021	55.00	105035
04/14/2021	17030		Supplies	11	04/01/2021	211.49	105030
04/14/2021	17030		employment ad	12	04/01/2021	425.00	105070
04/14/2021	17030		web hosting	13	04/01/2021	44.97	105130
04/14/2021	17030		web hosting	14	04/01/2021	29.98	105170
04/14/2021	17030		Supplies	15	04/01/2021	43.55	105030
04/14/2021	17030		Supplies	16	04/01/2021	7.35	105630
04/14/2021	17030		Supplies	17	04/01/2021	134.30	105186
04/14/2021	17030		Supplies	18	04/01/2021	4.49	105625
04/14/2021	17030		Supplies	19	04/01/2021	49.99	105625
04/14/2021	17030		Supplies	20	04/01/2021	49.99	517234
04/14/2021	17030		Supplies	21	04/01/2021	129.00	105085
04/14/2021	17030		Supplies	22	04/01/2021	40.28	105615
04/14/2021	17030		Supplies	23	04/01/2021	9.26	105445
04/14/2021	17030		radar repair	24	04/01/2021	395.79	105430
04/14/2021	17030		Postage	25	04/01/2021	27.44	105445
04/14/2021	17030		Supplies	26	04/01/2021	16.00	105420
04/14/2021	17030		Supplies	27	04/01/2021	13.98	105410
04/14/2021	17030		training	28	04/01/2021	192.00	105424
04/14/2021	17030		car wash	29	04/01/2021	3.00	105420
04/14/2021	17030		car wash	30	04/01/2021	15.00	105420
04/14/2021	17030		Supplies	31	04/01/2021	25.75	517214
04/14/2021	17030		Supplies	32	04/01/2021	25.75	105630
Total 2503:						2,444.41	
04/14/2021	17036	Hahn Water Resources, LL	consulting	1	04/10/2021	1,445.00	517430
Total 2509:						1,445.00	
04/07/2021	17009	Elkhorn Ranch Owners As	hoa dues	1	04/02/2021	40.00	106130
Total 2653:						40.00	
04/14/2021	17044	Wittbrodt, Kim	paper towels	1	04/14/2021	16.98	105027
Total 2655:						16.98	
04/07/2021	17020	Summit Interiors	carpet tiles	1	04/01/2021	3,990.92	105025
Total 2723:						3,990.92	
04/14/2021	17032	Colorado Natural Gas, Inc.	natural gas-shop	1	04/05/2021	895.76	105650
04/14/2021	17032		natural gas	1	04/05/2021	202.89	105023
04/14/2021	17032		san office	1	04/05/2021	264.99	517234

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
04/14/2021	17032		sewer treatment plant	1	04/05/2021	2,252.54	517680
Total 2728:						3,616.18	
04/14/2021	17038	Mobile Record Shredders	record shredding	1	04/07/2021	12.00	105030
Total 2793:						12.00	
04/07/2021	17016	Mountain Peak Controls, In	scada maintenance	1	03/29/2021	250.00	517625
Total 2861:						250.00	
04/14/2021	17031	Colorado Analytical Lab	water testing	1	04/09/2021	23.00	517475
Total 2864:						23.00	
04/07/2021	17021	Tolin Mechanical	boiler repair	1	03/29/2021	1,237.86	105025
Total 2867:						1,237.86	
04/07/2021	17019	Rise Broadband	internet	1	04/07/2021	111.61	517226
Total 2900:						111.61	
04/07/2021	17010	Fairplay Auto Supply	parts	1	03/29/2021	35.04	105420
04/07/2021	17010		parts	2	03/29/2021	1,509.65	105625
04/07/2021	17010		parts	3	03/29/2021	27.99	517480
Total 2948:						1,572.68	
04/14/2021	17040	Silverheels Towing	tow police vehicle	1	03/01/2021	250.00	105420
Total 3082:						250.00	
04/09/2021	17028	Bank Midwest	loan payoff	1	04/09/2021	132,393.49	105895
Total 3086:						132,393.49	
04/07/2021	17012	Hunn Planning & Policy, LL	planning fees	1	04/05/2021	1,200.00	105105
Total 3183:						1,200.00	
04/07/2021	17015	Montrose Water Factory, L	bottled water	1	03/22/2021	17.00	105120
Total 3211:						17.00	
04/07/2021	17018	Park County Government	monthly internet	1	04/01/2021	52.50	105065
04/07/2021	17018		monthly internet	2	04/01/2021	52.50	105455
Total 3381:						105.00	
04/07/2021	17023	Western Inn Motel	lodging-carpenter	1	04/05/2021	50.00	105497
Total 3394:						50.00	
04/08/2021	17024	Warm Springs Consulting	contract	1	04/02/2021	5,000.00	517627
04/08/2021	17024		contract	1	04/02/2021	4,500.00	517417

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3463:						<u>9,500.00</u>	
04/14/2021	17033	Equilibrium Architecture Inc	501 main	1	03/18/2021	<u>2,177.50</u>	105195
Total 3504:						<u>2,177.50</u>	
04/07/2021	17011	Hayes Poznanovic Korver	legal	1	04/02/2021	<u>106.00</u>	517360
Total 3518:						<u>106.00</u>	
04/07/2021	17008	Carle Schlaff	per diem - training	1	04/07/2021	<u>139.00</u>	105424
Total 3528:						<u>139.00</u>	
04/14/2021	17034	FBI-LEEDA	training	1	03/15/2021	<u>695.00</u>	105424
Total 3529:						<u>695.00</u>	
Grand Totals:						<u><u>166,442.24</u></u>	

Report Criteria:
Detail report type printed

**MAYOR'S OPENING STATEMENT
SOUTH PARK CIGARS COMPANY TAVERN LIQUOR LICENSE**

MAYOR JUST:

I will now open the public hearing on the application of South Park Cigars LLC, for a new Tavern Liquor License at 519 Main Street, in Fairplay, Colorado.

The Fairplay Board of Trustees, acting as the local liquor licensing authority, has jurisdiction to conduct this public hearing under the Colorado Liquor and Beer Codes found at Title 44, Article 3 of the Colorado Revised Statutes and also under the provisions of the Town's Code. Notice of this hearing has been given as required by C.R.S. Section 44-3-311, and the Chair will make the publisher's affidavit and the posted notice a part of the record of this proceeding.

The purpose of this hearing is to consider whether a new Tavern liquor license should be issued to the applicant. In considering that matter the Board will address the criteria set forth in C.R.S. § 44-3-312 and particularly the reasonable requirements of the neighborhood for the type of license for which application has been made and the desires of the adult inhabitants of the neighborhood.

The procedure to be followed in this case will be as follows:

1. The applicant, or the applicant's legal counsel, may give an opening statement.
2. Following the opening statement, if any, the applicant and any other persons supporting the application may present any evidence supporting issuance of the license.
3. At the conclusion of the applicant's case, any persons opposing the issuance of the license and any other persons entitled to be heard may present evidence.
4. The applicant may then present any rebuttal evidence.

All witnesses may be cross-examined by any party, counsel for any party or the members of the Authority.

Are there any objections to the jurisdiction of the Liquor Authority or to the form or substance of these proceedings?

Hearing none, the applicant will now present its case.

MEMORANDUM

To: Mayor and Board of Trustees
From: Kim Wittbrodt, Treasurer
Date: April 14, 2021
RE: South Park Cigars Liquor License Application

On March 7, 2021, William Pike, owner of South Park Cigars LLC, submitted an application for a Tavern Liquor License for South Park Cigars, 519 Main Street, in Fairplay, Colorado. The application was deemed complete, the appropriate fees were paid, and the application set for public hearing before the Board of Trustees on April 19, 2021. Notice of Public Hearing was published in the Fairplay Flume on Friday, April 9, 2021 and posted on the property on April 9, 2021.

The results of the investigation of this application are as follows:

- A background check was completed on William Pike, the results of which showed no criminal history.
- The building plans and specifications are a true representation of the facilities and the premises comply with applicable zoning, building, health, and fire regulations as related to commercial structures.
- Proof of possession of the premises has been provided.
- For purposes of determining the needs and desires of the neighborhood, the entire corporate limits of the Town of Fairplay have been determined to be the neighborhood. If approved, this liquor license would not appear to be a detriment to the neighborhood. Currently, there are three Tavern Liquor Licenses issued in the Town of Fairplay. It is staffs opinion that issuance of this license would not create an undue concentration of the same class of license, possibly increasing the need for law enforcement resources in Fairplay.

Staff finds that the application is complete, meets the requirements set forth in the Colorado Liquor Code and therefore recommends approval of the application for a Tavern Liquor License as applied for by William Pike, owner of South Park Cigars, 519 Main Street, in Fairplay, Colorado.

CC: William Pike via hand delivery and file

NOTICE OF PUBLIC HEARING ON LIQUOR LICENSE APPLICATION

NOTICE IS HEREBY GIVEN that a public hearing will be held before the Board of Trustees of the Town of Fairplay, Colorado, in the Council Chambers of the Fairplay Town Hall, 901 Main Street, Fairplay, Colorado, on Monday, April 19, 2021, beginning at 6:00 p.m. or approximately thereafter. This hearing is on an application for a Tavern License for South Park Cigars LLC, located at 519 Main Street, Fairplay, Colorado, as submitted by William Pike. The following information is provided:

APPLICATION REQUEST: Tavern License

LOCATION: 519 Main Street, Fairplay, Colorado

DATE OF APPLICATION: March 7, 2021

DATE OF HEARING: April 19, 2021

APPLICANT: Owner, William Pike
South Park Cigars LLC
440 Witcher Lane
Fairplay, CO 80440

All interested parties are encouraged to attend. Further information can be obtained at the Clerk's Office, 901 Main Street, Fairplay, CO, or by calling (719) 836-2622.

For the Board of Trustees
Town of Fairplay, Colorado

Kim Wittbrodt
Town Treasurer

As per Section 12-47-311C.R.S., Public notice - posting and publication, this notice is posted by sign in a conspicuous place on the premises for which this application has been made on or before Friday, April 9, 2021 and published in *The Fairplay Flume* on Friday, April 9, 2021.

AFFIDAVIT

Regarding the Required Posting of Property:
HEARING ON: TAVERN LIQUOR LICENSE
Property Address: 519 Main Street, Fairplay, CO 80440

I, Donovan Graham, hereby certify that I have posted the property located as stated above, with the proper notice for:

Public Hearing before the Town Board on April 19, 2021.

Date of Posting: 4-9-21

Date of Affidavit: 4-9-21



Town of Fairplay Staff

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership
 State Property Only
 Master file

All answers must be printed in black ink or typewritten
Applicant must check the appropriate box(es)
Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor

1. Applicant is applying as a/an
 Individual
 Limited Liability Company
 Association or Other

 Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number
South Park Cigars, LLC *84-4535057*

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
South Park Cigars, LLC *94632740* *9704851825*

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
519 Main St

City County State ZIP Code
Fairplay *Park* *CO* *80440*

4. Mailing Address (Number and Street) City or Town State ZIP Code
P.O. Box 1927 *Fairplay* *CO* *80440*

5. Email Address
BigskyElectric11C1@gmail.com

6. If the premises currently has a liquor or beer license, you must answer the following questions
 Present Trade Name of Establishment (DBA) Present State License Number Present Class of License Present Expiration Date

Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
<input type="checkbox"/> Application Fee for New License <i>waived</i> \$1,550.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review \$1,650.00 <input type="checkbox"/> Application Fee for Transfer \$1,550.00	<input type="checkbox"/> Liquor-Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) \$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) \$500.00 <input type="checkbox"/> Manager Registration - H & R \$75.00 <input type="checkbox"/> Manager Registration - Tavern \$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment \$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex \$75.00 <input type="checkbox"/> Optional Premises License (City) \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City) \$500.00 <input type="checkbox"/> Racetrack License (County) \$500.00 <input type="checkbox"/> Resort Complex License (City) \$500.00 <input type="checkbox"/> Resort Complex License (County) \$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) \$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State) \$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County) \$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City) \$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) \$312.50 <input type="checkbox"/> Retail Liquor Store (City) \$227.50 <input type="checkbox"/> Retail Liquor Store (County) \$312.50 <input checked="" type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County) \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County) \$750.00
Section B Liquor License Fees*	
<input type="checkbox"/> Add Optional Premises to H & R \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area \$75.00 <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City) \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County) \$750.00 <input type="checkbox"/> Campus Liquor Complex (City) \$500.00 <input type="checkbox"/> Campus Liquor Complex (County) \$500.00 <input type="checkbox"/> Campus Liquor Complex (State) \$500.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input type="checkbox"/> Hotel and Restaurant License (City) \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County) \$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) \$227.50	

* Note that the Division will not accept cash

Questions? Visit: www.colorado.gov/enforcement/liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted	
I.	Applicant information <input checked="" type="checkbox"/> A. Applicant/Licensee identified <input checked="" type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input checked="" type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
II.	Diagram of the premises <input checked="" type="checkbox"/> A. No larger than 8 1/2" X 11" <input checked="" type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.) <input checked="" type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input checked="" type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input checked="" type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input checked="" type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input checked="" type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input checked="" type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
IV.	Background information (DR 8404-I) and financial documents <input checked="" type="checkbox"/> A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input checked="" type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free) IdentoGO FAQs: https://www.colorado.gov/pacific/cbi/identification-faqs Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: 720-292-2722 Toll Free: 833-224-2227 <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input checked="" type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
VI.	Corporate applicant information (if applicable) <input type="checkbox"/> A. Certificate of Incorporation <input checked="" type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input checked="" type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company applicant information (if applicable) <input checked="" type="checkbox"/> A. Copy of articles of organization <input checked="" type="checkbox"/> B. Certificate of Good Standing <input checked="" type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input checked="" type="checkbox"/> D. Certificate of Authority if foreign LLC (out of state applicants only)
IX.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input checked="" type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name South Park Cigars	Type of License Tavern	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or Waiver by local ordinance? <input type="checkbox"/> <input checked="" type="checkbox"/> Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord DONALD L. PIKE II	Tenant South Park Cigars, LLC	Expires 7/1/22		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and 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.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.				<input type="checkbox"/> <input checked="" type="checkbox"/>

Name South Park Cigars	Type of License Tavern	Account Number		
20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
c. How long has the club been incorporated?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
Last Name of Manager		First Name of Manager		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
William A Pike	440 Witcher Ln. Fairplay, CO	3/17/70	Manager	91
Name	Home Address, City & State	DOB	Position	%Owned
Don Pike	3912 Octagon Rn. Alamosa	8/17/68	Manager	9
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name South Park Cigars	Type of License Tavern	Account Number
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature <i>W. Pike</i>	Printed Name and Title William A. Pike Managing Member	Date 3/7/2021
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input checked="" type="checkbox"/> Date of inspection or anticipated date 4/5/21 <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,00000?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,00000?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for Town of Fairplay	Telephone Number 719 836 2622 x103	<input checked="" type="checkbox"/> Town, City <input type="checkbox"/> County
Signature <i>Kim Wittbrodt</i>	Print Kim Wittbrodt	Title Treasurer
Signature <i>Mason Green</i>	Print Mason Green	Title Asst Town Mgr.
		Date 4/1/21
		Date 4/1/21

Tax Check Authorization, Waiver, and Request to Release Information

I, William A. Pike am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of South Park Cigars (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

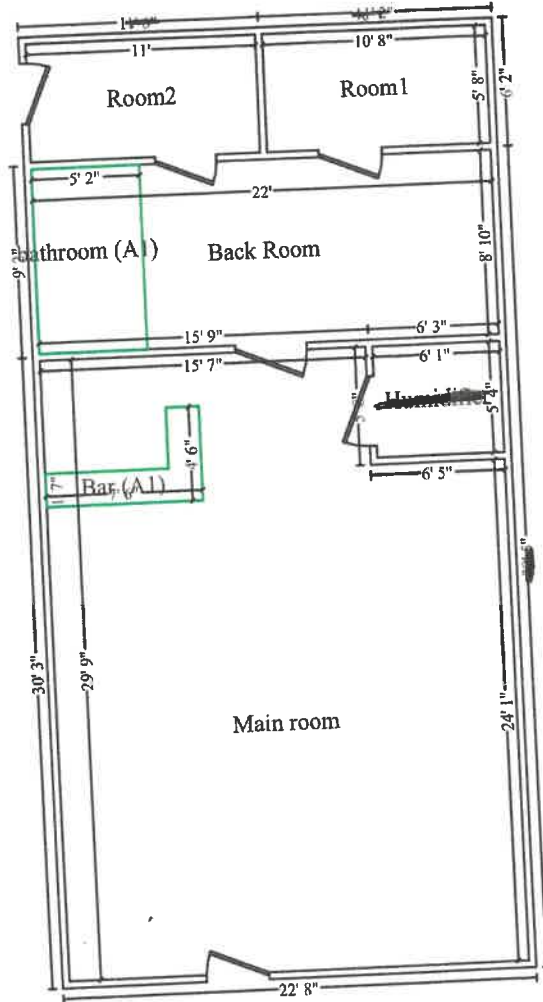
By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>William A. Pike</u>		Social Security Number/Tax Identification Number <u>84-4535057</u>	
Address <u>P.O. Box 1927 / 440 Witcher Ln.</u>			
City <u>Fairplay</u>		State <u>CO</u>	Zip <u>80440</u>
Home Phone Number <u>719-836-4892</u>		Business/Work Phone Number <u>970/485-1825 / 702-296-4306</u>	
Printed name of person signing on behalf of the Applicant/Licensee			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>W. A. Pike</u>			Date signed <u>2/9/2021</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Alley



SOUTH PARK CIGARS

main street

519 main street

Fair Play Colorado 80940

See Don

2/9/21 Jw

THIS LEASE HAS IMPORTANT LEGAL CONSEQUENCES. THE PARTIES SHOULD CONSULT LEGAL COUNSEL BEFORE SIGNING.

**COMMERCIAL LEASE
(Gross)**

This Commercial Lease (the "Lease") is made on February 1, 2021 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to the Lease (the "Additional Rent"); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in the Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. **Landlord:** Donald L. Pike II (the "Landlord").

2. **Tenant:** South Park Cigars, a Nevada limited liability company (the "Tenant").

3. **Premises:** Landlord is the owner of certain real estate in Park County, Colorado with an address of 519 Main Street, Fairplay, CO 80440 (the "Real Estate"). The Real Estate is improved with one building and includes those certain additional improvements thereon (the "Improvements") (the Real Estate and the Improvements are collectively referred to as the "Property"). Landlord hereby leases and demises to Tenant the following described portion of the Property: the building located on the northwest portion of the Real Estate and adjacent to Main Street and that has an address of 519 Main Street, Fairplay, CO 80440 (the "Premises").

4. **Term:** Landlord Leases the Premises to Tenant from twelve o'clock noon on the 1st day of nd May, 2021 and until 11:59 p.m. on the 1st day of July, 2022 (the "Term"). Subject to Tenant's performance of all obligations under the Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.



5. **Rent:** Rental for the first year of the Term is Three Thousand Six Hundred Dollars (\$3,600.00) payable in equal installments of Three Hundred Dollars (\$300.00) in advance to Landlord on the first day of each calendar month for that month's rental before twelve o'clock noon, without notice (the "Rent"). Unless otherwise provided in the Lease, all payments due under the Lease, including Additional Rent, shall be mailed, or delivered to, and made payable to, Donald L. Pike II at the following address: 3912 Octagon Road, North Las Vegas, NV89030. If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly. Rent for subsequent years of the Term shall not be increased.

6. **Intentionally omitted.**

7. **Security Deposit:** Prior to occupying the Premises, Tenant shall keep on deposit with Landlord a security, cleaning, and damage deposit in the amount of Three Hundred Dollars (\$300) as security for the return of the Premises at the expiration of the Term in as good condition as when Tenant entered the Premises, as well as the faithful, timely, and complete performance of all other terms, conditions, and covenants of the Lease (the "Security Deposit").

8. **Use:** The Premises shall be used for the Tenant's cigar business that includes the smoking of cigars and the sale of cigars and related merchandise, provided this use conforms with applicable zoning regulations. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose. Tenant shall install maintain and continuously use certain air purification systems, as agreed to by the Landlord and Tenant prior to any smoking in the Premises, during the entire Term.

9. **Utilities/Additional Rent:** Tenant shall be responsible for paying the following utilities on the Premises, which charges shall be deemed Additional Rent: Water, Phone, Cable/ Satellite T.V., Internet Access, Refuse Disposal, snow removing and plowing and any other utilities applicable to the Premises. The Tenant shall be responsible for paying for any and all pellets for the stove located on the Premises and the electrical and sewer utilities shall be split evenly between Landlord and Tenant. If the Premises shares meter facilities for utilities, the charges shall be allocated to each tenant by Landlord based upon a reasonable basis. In the event Tenant fails to timely pay any of the aforementioned charges, it shall be deemed a Default. Landlord shall be responsible for any remaining utilities not specifically designated to be paid by Tenant, including utilities for Common Areas (as defined below).

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10. **Payment of Additional Rent:** Additional Rent shall be paid by Tenant to Landlord in monthly installments concurrent with the Rent.

11. **Late Payments:** If any Rent, Additional Rent, or other payment is received later than ten (10) days after the date when due, the parties agree that Additional Rent in the amount of five percent (5%) of the outstanding sums shall also be due and payable. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

12. **Repairs and Maintenance of the Premises:** The Tenant shall maintain the foundation, exterior walls, and roof of the Improvements in good repair. The Tenant agrees to keep all the other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in the Lease. The Tenant shall properly irrigate and care for all trees, shrubbery, and lawn and the Tenant shall keep all driveways, sidewalks, and parking areas on the Premises free and clear of ice and snow.

13. **Parking:** Tenant and its employees and invitees shall at all times park on Main Street or in the lot adjacent to property; provided, however, Tenant, its employees and invitees are not permitted to use the parking spaces located in the alleyway, which such spaces are for the use of Landlord and its employees and invitees only.

PREMISES

14. **Common Areas:** The common areas are all areas outside of the Premises upon the Property designated by Landlord for common use of Tenant, its employees, licensees, invitees, contractors, and Landlord (the "Common Areas"). Landlord grants to Tenant, its employees, licensees, invitees and contractors a non-exclusive license over such Common Areas of the Property necessary to the use and occupancy of the Premises (the "Common Area License"). Said License shall be effective for the Term of the Lease. Tenant shall not use Common Areas for any type of storage, or parking of trucks, trailers, or other vehicles without the advance written consent of Landlord. All parking and Common Areas of Property shall at all times be subject to the management of Landlord, and are not part of the Premises. All use of the Common Areas shall be at the sole risk of Tenant, and Landlord is not liable for any damages, or injuries occasioned by such use. Landlord shall have the right, power, and authority to compile, promulgate, change, and modify all rules and regulations that it may, in its sole discretion, deem necessary for use of the Common Areas. Tenant agrees to abide by and conform with all rules and regulations pertaining to such Common Areas. Landlord shall have the right to construct, maintain, and operate lighting facilities; to police and from time to time change the area, location, and arrangement of the Common Areas and facilities; to restrict employee parking to certain areas; to temporarily close all, or any portion of the Common Areas; to discourage non-customer parking; and to do and perform any and all such other acts in and to said Common Areas and facilities as Landlord shall determine in its sole and absolute discretion.

15. **Condition of Premises and Representations:** Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in the Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant's intended use. In the event that Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("Work Letter"). Other than the work, if any, to be performed pursuant to Tenant's Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant's intended use. Landlord further makes no representations, or warranties as to whether Tenant's intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant's intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant's use of the Premises in violation of any local, state, or federal laws and regulations.

16. **Check-In Inspection:** Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient

and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. **Use of Premises:** Tenant, in consideration of the leasing of the Premises, agrees as follows:

a. **Use of Premises:** To use and occupy the Premises solely as and for the use specified in Paragraph 8 of the Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other provisions in the Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively, or subjectively as competing with Tenant.

b. **Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

c. **Vacancy:** It will be deemed a Default of the Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in the Lease, the Landlord may, without being obligated to do so, and without terminating the Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

d. **Legal Compliance:** Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. **Additional Prohibitions:** Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may

otherwise occurs for which Tenant is responsible to Landlord for resulting damage, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

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i. **Quiet Enjoyment:** Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

j. **Rules and Regulations:** Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, if any, and Tenant shall abide by all such rules and regulations.

18. **Subletting or Assignment:** Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord. Such consent shall be at the sole discretion of Landlord. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of the Lease. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant.

19. **Surrender of Premises:** Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty excepted. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit; if the Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance. Notwithstanding anything to the contrary herein, upon expiration of the Term and prior to Tenant's surrendering of the Premises to Landlord, which in no event shall cause a delay of such surrender to Landlord, Tenant shall have completely eliminated the smoke odor from the Premises, which Tenant shall, at a minimum, take the following steps to ensure the elimination of such odor:

- 1) Clean surfaces with a mixture of water and Trisodium Phosphate (TSP);
- 2) Spray surfaces with unsmoked;
- 3) Seal all painted surfaces with Kilz;
- 4) Seal all wood surfaces with a wood sealer; and
- 5) Set an ozone machine up and run for 48 hours minimum.

In the event the smoke odor is not completely eliminated upon Tenant's surrender of the Premises, in Landlord's sole and absolute discretion and satisfaction, Landlord may take any and all actions necessary to eliminate such odor all at the cost and expense of Tenant and Guarantors (if applicable).

20. **Removal of Fixtures/Redelivery:** Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

PAYMENTS

21. **Payments/Dishonored Checks:** Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

22. **Partial Payment:** If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent.

Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.

23. **No Offset:** No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

24. **Joint and Several Obligations of Tenant:** In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations. Landlord may, at its option, determine whom to hold responsible.

SECURITY DEPOSIT

25. **Security Deposit:**

a. **Security Deposit:** To secure the faithful performance by Tenant of all of Tenant's covenants, conditions, and agreements in the Lease to be observed and performed, Tenant shall deposit with Landlord the Security Deposit prior to commencement of the Lease. The Security Deposit may also be used in the event of termination of the Lease by re-entry, eviction, or otherwise.

b. **Application of Security Deposit:** The parties agree: (1) that the Security Deposit or any portion thereof, may be applied to the curing of any Default that may exist, and/or payment of subsequent damages and costs incurred by Landlord, without prejudice to any other remedy or remedies that the Landlord may have on account thereof, and upon such application Tenant shall pay Landlord on demand the amount so applied, which shall be added to the Security Deposit so it will be restored to its original amount; (2) that should the Premises be conveyed by Landlord, the Security Deposit or any portion thereof may be turned over to Landlord's grantee, and if the Security Deposit is turned over, Tenant agrees to look to such grantee for such application or return; (3) that Landlord shall not be obligated to hold Security Deposit as a separate fund; (4) that should the Rent be increased, the Security Deposit shall be increased in the same proportion within thirty (30) days of such Rent increase; and (5) that should a Default occur, Landlord may, as an additional remedy, increase the Security Deposit at its sole discretion.

c. **Return of Security Deposit:** If Tenant shall perform all of its respective covenants and agreements in the Lease, the Security Deposit, or the portion thereof not previously applied pursuant to the provisions of the Lease, together with a statement, shall be returned to Tenant without interest, no later than sixty (60) days after the expiration of the Term, or any renewal or extension thereof (or such earlier time if required by applicable law), provided Tenant has vacated the Premises and surrendered possession thereof to Landlord.

REPAIRS AND MAINTENANCE

26. **Improvements, Repairs, and Maintenance:** Subject to the limitations set forth in Paragraphs 27 and 28 below, Tenant, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

27. **Landlord's Limited Responsibility:** In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part.

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28. **Tenant's Allowed Responsibilities:** In the event Paragraph 12 of the Lease provides for Landlord's responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

29. **Tenant's Duty to Repair:** Subject to Paragraph 68 of the Lease, in the event Paragraph 12 of the Lease provides for Tenant's responsibility for certain repair and maintenance, Tenant shall, at Tenant's sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass, other windows, and window frames, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises (and including the foundation, exterior walls, and roof of the Improvements, if so provided in Paragraph 12). Tenant shall, at Tenant's own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations, and betterments (the "Tenant Repairs"). All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

30. **Tenant Improvements:** Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant's intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant's use (the "Tenant Work").

31. **Improvements/Prior Landlord Consent:** Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant's plans to meet with Landlord's approval. Tenant shall cause Tenant's plans to be revised to the extent necessary to obtain Landlord's approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant's plans.

32. **Tenant Work and Repairs/Compliance with Codes/Mechanic Liens:** Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord's agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys' fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado's mechanic's lien statutes. If Tenant shall be in default in paying any charge for which such mechanic's lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys' fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

33. **Common Area Maintenance:** Except as otherwise provided herein, Landlord shall use reasonable efforts to maintain and repair Common Areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made,

including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

34. **Keys/Locks:** Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed.

35. **Waste/Rubbish Removal:** Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in the Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant's use of the Premises.

DEFAULT, NOTICE AND REMEDIES

36. **Default:** If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in the Lease (a "Default") and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord's option, undertake any of the following remedies without limitation: (a) declare the Term of the Lease ended; (b) terminate Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord's duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under the Lease occur, Landlord may terminate Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

37. **Abandonment:** In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

38. **Re-Entry:** In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys' fees;

b. Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord's option, it may be removed and stored, or disposed of at Landlord's sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord's action under the term of the Lease;

c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

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INSURANCE AND INDEMNIFICATION

39. **Negligent Damages:** Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.
40. **Liability Indemnification/Insurance:** Tenant shall hold Landlord, Landlord's agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant's business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord's agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than one million dollars (\$1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant's business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain coverage in the amount of one million dollars (\$1,000,000) per occurrence covering Tenant's contractual liability under the aforesaid indemnification clauses.
41. **Fire/Casualty Insurance:** Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.
42. **Insurance Requirements:** All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.
43. **Waiver of Liability:** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.
44. **Third-Party Liability:** Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.
45. **Landlord Insurance:** Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.
46. **Indemnification Fees and Costs:** In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of the Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

OTHER PROVISIONS

47. **Destruction, or Condemnation of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. **Partial Destruction of the Premises:** In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph shall apply if Landlord determines that the partial destruction will not be repaired.

b. **Premises Untenable:** If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph shall apply.

c. **Condemnation:** If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph shall apply. All damages and compensation awarded for any taking shall be the sole property of Landlord.

d. **Termination of Term:** Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph, the Term hereby granted by the Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

48. **Holdover:** Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

49. **Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 38.

50. **Guarantors:** This Lease is and shall be guaranteed by the persons set forth in the signature line of the Guarantors under this Lease ("**Guarantors**"). The Guarantors hereby absolutely guarantees Tenant's obligations and performance under the Lease. Guarantors further agree to be bound by the same covenants and conditions of the Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under the Lease, Guarantors will perform said obligations.

51. **Subordination/Estoppel/Attornment:** The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

52. **Notices:** All notices required to be sent under the Lease shall be in writing and either: (i) delivered as provided by applicable law; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in the Lease.

Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., *et seq.* shall be delivered as provided by statute.

53. Attorneys' Fees: In the event Tenant or Landlord fails to perform any of its obligations under the Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of the Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

54. Governing Law: The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

55. Amendments and Termination: Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

56. Captions: The paragraph titles or captions in the Lease are for convenience only and shall not be deemed to be part of the Lease.

57. Pronouns; Joint and Several Use of Certain Terms: Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

58. Waivers: No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

59. Heirs, Assigns, Successors: The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

60. Time of the Essence: Time is of the essence of the Lease, and each and all of its provisions.



61. No Reservation of Option: Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

62. Credit Reports: Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the creditworthiness of Tenant and Tenant's Guarantors, if applicable.

63. Corporate Authorization: If Tenant is a corporation, each individual executing the Lease on behalf of the corporation represents and warrants that he is duly authorized to execute and deliver the Lease on behalf of said corporation in accordance with a duly adopted resolution of the Board of Directors of the corporation and that the Lease is binding upon the corporation in accordance with its terms. Lessee agrees to provide Landlord with such a resolution within five (5) days of the execution of the Lease.

64. Severability: If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

65. Intentionally omitted.

Initials  
Landlord Tenant

66. **Other Applicable Laws:** Federal, state, county, or municipal laws and ordinances may affect the Premises, the Lease, and Landlord/Tenant relationship that are not specifically addressed in the Lease. Landlord and Tenant should consult legal counsel prior to execution of the Lease to ascertain such information.

67. **ADA Compliance:** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant's sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord's consent to such actions shall first be obtained, which shall not be reasonably withheld.

68. **Additional Provisions:** In the event that there are any additional agreements between the parties or provisions with respect to the Premises, an Addendum may be attached to the Lease, which shall be incorporated by this reference as a part of the Lease. An Addendum containing additional provisions is not attached. The Lease and the attached Addendum constitute the entire agreement between the parties.

THE PARTIES SHOULD INITIAL EACH PAGE OF THE LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THE LEASE AND ANY ADDENDA.

TENANT:

South Park Cigars, a Nevada limited liability company

By: Donald L. Pike II

Name: Donald L. Pike II

Title: MANAGING MEMBER

Date: 2-1-2021

LANDLORD:

Donald L. Pike II
Donald L. Pike II

Date: 2-1-2021

Initials: DLPII DLPII
Landlord . Tenant

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E11186232020-0
Secretary of State State Of Nevada	Filing Number 2020118622
	Filed On 12/22/2020 3:07:00 PM
	Number of Pages 2



050106



BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-6708
Website: www.nvsos.gov

Articles of Organization Limited-Liability Company (PURSUANT TO NRS CHAPTER 86)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)	SOUTH PARK CIGARS, LLC	Check box if a Series Limited-Liability Company <input type="checkbox"/> Check box if a Restricted Limited-Liability Company <input type="checkbox"/>
2. Registered Agent for Process: (check only one box)	<input type="checkbox"/> Commercial Registered Agent <input checked="" type="checkbox"/> Noncommercial Registered Agent (name and address below) OR <input type="checkbox"/> Office or Position with Entity (name and address below) Dennis Nelson Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity 5550 Painted Mirage Road, STE 320 Las Vegas Nevada 89149 Street Address City State Zip Code Mailing Address (if different from street address) City State Zip Code	
3. Dissolution Date: (optional)	Latest date upon which the company is to dissolve (if existence is not perpetual):	
4. Management: (required)	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) (check only one box)	
5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)	1) Donald L. Pike II Name 3912 Octagon Road North Las Vegas NV 89030 Street Address City State Zip Code 2) Name Street Address City State Zip Code 3) Name Street Address City State Zip Code	
6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)	I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.350, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State. Donald L. Pike II Name 3912 Octagon Road North Las Vegas NV 89030 Address City State Zip Code <i>Donald L. Pike II</i> Organizer Signature	
7. Certificate of Acceptance of Appointment of Registered Agent:	I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Organization, submit a separate signed Registered Agent Acceptance form. <input checked="" type="checkbox"/> <i>[Signature]</i> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date 12/4/2020	

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 D.L.C.
Articles Revised: 9-20-17



BARBARA K. CEGAVSKE
 Secretary of State
 202 North Carson Street
 Carson City, Nevada 89701-4201
 (775) 684-5708
 Website: www.nvsos.gov

091203

**Amendment to
 Articles of Organization**
 (PURSUANT TO NRS 86.221)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Organization
For a Nevada Limited-Liability Company
 (Pursuant to NRS 86.221)

1. Name of limited-liability company:

SOUTH PARK CIGARS, LLC

2. The company is managed by: Managers **OR** Members
(check only one box)

3. The articles have been amended as follows: (provide article numbers, if available)*

Article 6: The manager of the limited liability company is hereby changed from Donald L. Pike to William A. Pike. Address: 519 Main Street, Fairplay, CO 80440, USA.

4. Effective date and time of filing: (optional) Date: _____ Time: _____
(must not be later than 90 days after the certificate is filed)

5. Signature (must be signed by at least one manager or by a managing member):

X 
 Signature

* 1) If amending company name, it must contain the words "Limited-Liability Company," "Limited Company," or "Limited," or the abbreviations "Ltd.," "L.L.C.," or "L.C.," "LLC" or "LC." The word "Company" may be abbreviated as "Co."
 2) If adding managers, provide names and addresses.

FILING FEE: \$175.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State 86.221 DLLC Amendment
 Revised: 1-5-15

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

South Park Cigars, LLC

is an entity formed or registered under the law of Nevada, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20208103726.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/01/2021 that have been posted, and by documents delivered to this office electronically through 04/05/2021 @ 08:49:25.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/05/2021 @ 08:49:25 in accordance with applicable law. This certificate is assigned Confirmation Number 13072488.



Jena Griswold

Secretary of State of the State of Colorado

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



R & K DEVELOPMENT
3922 OCTAGON RD
NORTH LAS VEGAS, NV 89030
PH. 702-452-3866

BANK OF NEVADA
A Division of Western Alliance Bank,
Member FDIC.

2590

94-1771724

2132
CHECK NUMBER

2/2/2021

PAY TO THE ORDER OF
Town of Fairplay, Colorado

***1,075.00

\$

DOLLARS

One Thousand Seventy-Five and 00/100*****

Town of Fairplay, Colorado
901 Main St.
P.O. Box 267
Fairplay, CO 80440

Donald L. Pike II

AUTHORIZED SIGNATURE

Liquor/Tavern License Fees: South Park Cigars LLC
(DONALD L. PIKE II)

⑆002590⑆ ⑆122401778⑆ 8011749739⑆

MEMO

Photo Safe Deposit Details on Back.



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: Resolution Approving Revocable Sub-License Agreement with Off the Grid Food Trailer for the 401 Main Street Property.

DATE: April 13, 2021

At the April 5th meeting there was discussion regarding Off the Grid Food Trailer and their desire to use the 401 Main Street lot as their place of business again for summer 2021 (May 1st-September 30th). Under direction from the Board staff has brought this topic back along with a contract and resolution for review, discussion and approval if you so choose.

A motion to approve Resolution No. 7 will require a motion, a second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 7

Series of 2021

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, APPROVING PARTICIPATION IN A REVOCABLE SUB-LICENSE AGREEMENT WITH HIGH COUNTRY FOODS LLC, DBA OFF THE GRID FOOD TRAILER, FOR USAGE OF THE PROPERTY KNOWN AS 401 MAIN STREET, FAIRPLAY, COLORADO.

WHEREAS, the Town of Fairplay was asked to grant usage of this property to High Country Foods LLC to operate a food trailer from May through September; and,

WHEREAS, the Town of Fairplay is allowed, through the its lease of the property, to grant usage of this property to High Country Foods LLC; and

WHEREAS, the Town Board recognizes the benefit in having High Country Foods LLC as a business in the Town of Fairplay.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT the Board of Trustees hereby authorizes the Town Administrator and/or Mayor to sign the Revocable Sub-License Agreement with High Country Foods LLC, DBA Off the Grid Food Trailer for usage of the property known as 401 Main Street, Fairplay, Colorado.

RESOLVED, APPROVED, and ADOPTED this 19th day of April, 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Mayor Frank Just

ATTEST:

Town Clerk Tina Darrah

REVOCABLE SUB-LICENSE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2021, by and between High Country Foods LLC, DBA Off the Grid Food Trailer ("Off The Grid") and the Town of Fairplay, Colorado (the "Town").

For and in consideration of the sum of five hundred dollars (\$500.00) paid monthly by Off the Grid to the Town for each month of use, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. THE LICENSE

The Town leases the property commonly known and numbered as 401 Main Street, Fairplay, Colorado (the "Property"). Subject to all the terms and conditions hereto, the Town hereby grants to Off the Grid a license to occupy and use a portion the Property, as depicted in Exhibit A, for the purpose set forth in Section 2 herein.

SECTION 2. TERMS OF AGREEMENT

A portion of the Property, as depicted in Exhibit A, may be used and occupied by Off the Grid for the purpose of the placement and operation of a temporary food vending cart for a period of time, beginning May 1, 2021, and ending September 30, 2021. Off the Grid is required to pay the agreed upon fee for each month of usage on the 1st of each month. Off the Grid is required to place trash receptacles on the Property and may place tables, canopies, temporary signage and portable toilets on the Property as depicted on the attached map. No items, including the food trailer, placed on the Property by Off the Grid may block access to the parking lot, alley or sidewalk.

SECTION 3. TERMINATION

Either party may terminate this Agreement by giving written notice to the other party specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date specified therein. Upon termination the Property shall be returned to its original condition.

SECTION 4. MAINTENANCE

Off the Grid shall, at its own expense, keep and maintain in good repair any fixtures or structures constructed, placed, operated or maintained on the Property and, within thirty (30) days of termination of this Agreement, shall remove such fixtures. Trash must be disposed of daily.

SECTION 5. DAMAGE TO PROPERTY

Off the Grid shall be responsible for all damage to the Property arising out of or resulting from the use of the Property by Off the Grid, its agents, employees, visitors, patrons and invitees. Off the Grid shall notify the Town immediately upon discovery of any damage to the Property. Off the Grid shall correct and repair the damage within one (1) week of notification or knowledge of the damage unless otherwise directed by the Town.

SECTION 6. INSURANCE

Off the Grid agrees to procure insurance coverage which includes and covers the Property that is the subject of this Agreement, and to name the Town as an additional insured thereon. Such insurance policy shall at a minimum include liability and property damage insurance, with policy limits for bodily injury and property damage in an amount to be agreed upon by the parties. A Certificate of Insurance showing the Town as an additional insured thereon shall be provided to the Town within thirty (30) days of execution of this Agreement. The failure to provide the Certificate of Insurance shall be grounds for immediate revocation of this License Agreement.

SECTION 7. NOTICES

Any notice given pursuant to this Agreement by either party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Town: Town of Fairplay
 901 Main Street
 P.O. Box 267
 Fairplay, CO 80440

To Off the Grid: Mike and Peggy Leczel
 PO Box 329
 Fairplay CO, 80440

SECTION 8. MISCELLANEOUS

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties hereto, subject to any other conditions and covenants contained herein.

B. Applicable Law. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Headings. The headings of the sections of this Agreement are inserted for reference purposes only and are not restrictive as to content.

E. Assignment. Off the Grid may not assign or transfer this Agreement, except upon the express written authorization of the Town.

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

TOWN OF FAIRPLAY, COLORADO

By: _____
Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

OFF THE GRID

Mike Leczel

Peggy Leczel



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Resolution Approving PIIP Agreement Ben and Holli Cooper

DATE: April 14, 2021

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Ben and Holli Cooper (Mountain Essentials Building) for the 520 Front Street Painting Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$1,590.00 to paint the exterior of the building at 520 Front Street. The property taxes paid for this property over the last five years is \$1,590.00. The estimate for the work is \$3,700.00. You have \$11,916.00 in your PIIP line item for 2021. Staff recommends approval of this application.

Approval of this resolution will require a motion, second and a roll call vote.

TOWN OF FAIRPLAY, COLORADO
RESOLUTION NO. 2021- 8

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A PROPERTY IMPROVEMENT INCENTIVE PROGRAM (PIIP) AGREEMENT BETWEEN THE TOWN AND BEN AND HOLLI COOPER FOR THE 520 FRONT STREET PAINTING PROJECT.

WHEREAS, the Town Board of the Town of Fairplay specifically finds that entering into this PIIP Agreement will enhance the appearance of the property thereby enhancing the appearance of the Town as a whole; and

WHEREAS, the Town Board finds that enhancing the appearance of the property and the Town promotes the public welfare including the expansion of retail sales tax and/or property tax generating business and expanded employment opportunities; and

WHEREAS, the Board of Trustees has reviewed the PIIP Agreement and finds it to be in compliance with the provisions of Section 4-9-80 of the Fairplay Municipal Code.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Mayor is authorized to enter into this agreement between the Town of Fairplay and Ben and Holli Cooper as described in the agreement, attached hereto as "Exhibit A", and to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 19th day of April, 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(730 MAIN STREET WINDOW PROJECT)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (520 Front Street Painting Project) (hereafter referred to as the "520 Front Street Painting Project PIIP Agreement") is made and executed this 19th day of April, 2021, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Holli and Ben Cooper (hereafter referred to as the "Owner").

W I T N E S S E T H

WHEREAS, the Owner is the owner of certain real property in the Town commonly described as 520 Front Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by painting the exterior of the building, which improvements will enhance the appearance of the Property and of the Town; and

WHEREAS, in entering into this PIIP Agreement, the Town Board of the Town specifically finds that the criteria for approval of a PIIP Agreement set forth in Section 4-9-80 of the Fairplay Municipal Code are met; and

WHEREAS, the parties hereto wish to set forth in full their agreement as to the nature and extent of the improvements which shall be constructed and installed by the Owner within and upon the Property, and the manner for and extent of the reimbursement to the Owner for a portion of the cost of such construction and installation; and

WHEREAS, the parties wish to memorialize all aspects of their agreement as to the terms and conditions of such reimbursement in this PIIP Agreement.

NOW THEREFORE, the parties hereto, for themselves, their successors and assigns (to the extent this PIIP Agreement is assignable, as specified hereinafter), in and for the consideration of the performance of the mutual covenants and promises set forth herein, the receipt and adequacy of which are hereby acknowledged, do hereby covenant and agree as follows:

1. **Authority.** This PIIP Agreement is entered into in compliance with the provisions of Article 9, Chapter 4 of the Fairplay Municipal Code.

2. **Scope of Work.** The parties hereby mutually agree that Owner shall construct, or cause to be constructed, the improvements to the Property set forth in **Exhibit A** hereto (the "Work" or the "Project"). Such work shall be completed to the reasonable satisfaction of the Town prior to any reimbursement pursuant to this PIIP Agreement. Any change in the Scope of Work shall require the prior written approval of the Town and may result in a decrease in the amount of the reimbursement should the Town reasonably determine that the change diminishes the cost or value of the improvements. The construction or installation of the improvements shall commence no later than September 1, 2021, and shall be completed no later than December 31, 2021. Should the work not commence or not be completed by the dates specified above this PIIP Agreement shall terminate and be of no further force or effect and the Town shall have no further obligations hereunder.

3. **Cost of Project.** The estimated cost of the Project is Three Thousand Thousand Seven Hundred Dollars (\$3,700.00).
4. **Contractor.** The contractor performing the work is Ace Painting.
5. **Property tax rebate and matching funds.** The parties hereby mutually agree that the maximum amount of real property taxes to be rebated to Owner by the Town shall be One Thousand Five Hundred Ninety Dollars (\$1,590.00) and that such amount does not exceed the amount of real property taxes paid on the Property to the Town during the preceding five years. Owner shall pay not less than an amount equal to fifty percent (50%) of the total cost of the Project. Should the cost of the Project decrease during the work the property tax rebate provided by the Town shall be reduced to assure that the Owner contributes at least fifty percent (50%) of the total cost of the Project.
6. **Maintenance of improvements.** Owner shall maintain the improvements in good condition and repair for a period of five years from and after the date of completion. Should Owner not perform this maintenance obligation Owner shall, upon written demand from the Town, refund to the Town all monies rebated to the Owner by the Town pursuant to this PIIP Agreement.
7. **Completion of work and payment of rebate.** Upon completion of the Work, Owner shall notify the Town of such completion and the Town shall perform an inspection of the improvements. If the improvements are completed in a satisfactory and workmanlike manner the Town shall accept same and shall, within thirty (30) day following such acceptance, rebate to the Owner the amount required by Paragraph 5 above.
8. **Annual appropriation.** The parties specifically acknowledge and agree that no undertaking on the part of the Town to rebate property taxes as specified herein constitutes a debt or obligation of the Town within any constitutional or statutory provision. The Town's obligations hereunder shall be subject to annual appropriation by the Town Board unless and until approved by the Town's electors.
9. **Assignment/Third party beneficiaries.** None of the obligations, benefits, and provisions of this PIIP Agreement shall be assigned in whole or in any part without the express written authorization of the Fairplay Town Board. In addition, no third party may rely upon or enforce any provision of this PIIP Agreement, the same being an agreement solely between the Town and the Owner, and which agreement is made for the benefit of no other person or entity.
10. **Successors and assigns.** This PIIP Agreement may be recorded and shall be binding on Owner's successors and assigns.
11. **Amendments.** This PIIP Agreement shall be subject to amendment only by a written instrument and executed by each party. Any such amendment shall require the approval by the Town Board of the Town of Fairplay at a regular or special meeting of the Town Board, and execution thereof by the Mayor and attestation by the Town Clerk.
12. **Notices.** Any written notices provided for or required in this PIIP Agreement shall be deemed delivered when either personally delivered or mailed, postage fully prepaid, certified or registered mail, return-receipt requested, to the parties at the following addresses:

To the Town: Town Administrator
 Town of Fairplay
 PO Box 267
 Fairplay, CO 80440

To the Owner: Ben and Holli Cooper
 P.O. Box 341
 Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Tina Darrah, Town Clerk

OWNER:

Ben or Holli Cooper

TOWN OF FAIRPLAY

Property Improvement Incentive Program (PIIP)

APPLICATION for CONSIDERATION

Name of Applicant (Must be Property Owner): Holli Cooper / Tree Top Properties

Property Address: 520 Front St.

Mailing Address: PO Box 341 Fairplay, Co 80440

Phone: (719) 839-0321

Email: guzzardoholli@aol.com

Description of Project (attach photo of current property/project area, description and/or drawings of proposed improvements, estimates/bids, further narrative if needed, etc.):

Re-stain the exterior of the building and paint the front door. To achieve the desired look the stain a mixture of three separate stain colors.

Bid + photos are attached.

Estimated Cost of Project: \$3700

Amount of PIIP Funds Applied for (cannot exceed amount of property tax paid to the Town of Fairplay over the last five years): \$1590

Amount of Matching Funds from Applicant (must be at least 50% of the cost of the project): \$2110

Upon submission of this completed application a meeting will be scheduled for you to meet with the Town Staff regarding your application and the program.

By signing this application you certify that you have received and read the rules and regulations of the PIIP Program - Ordinance No. 7, 2014.

Applicant signature: Holli M. Cooper Date: 4/12/2021

4-10-2021

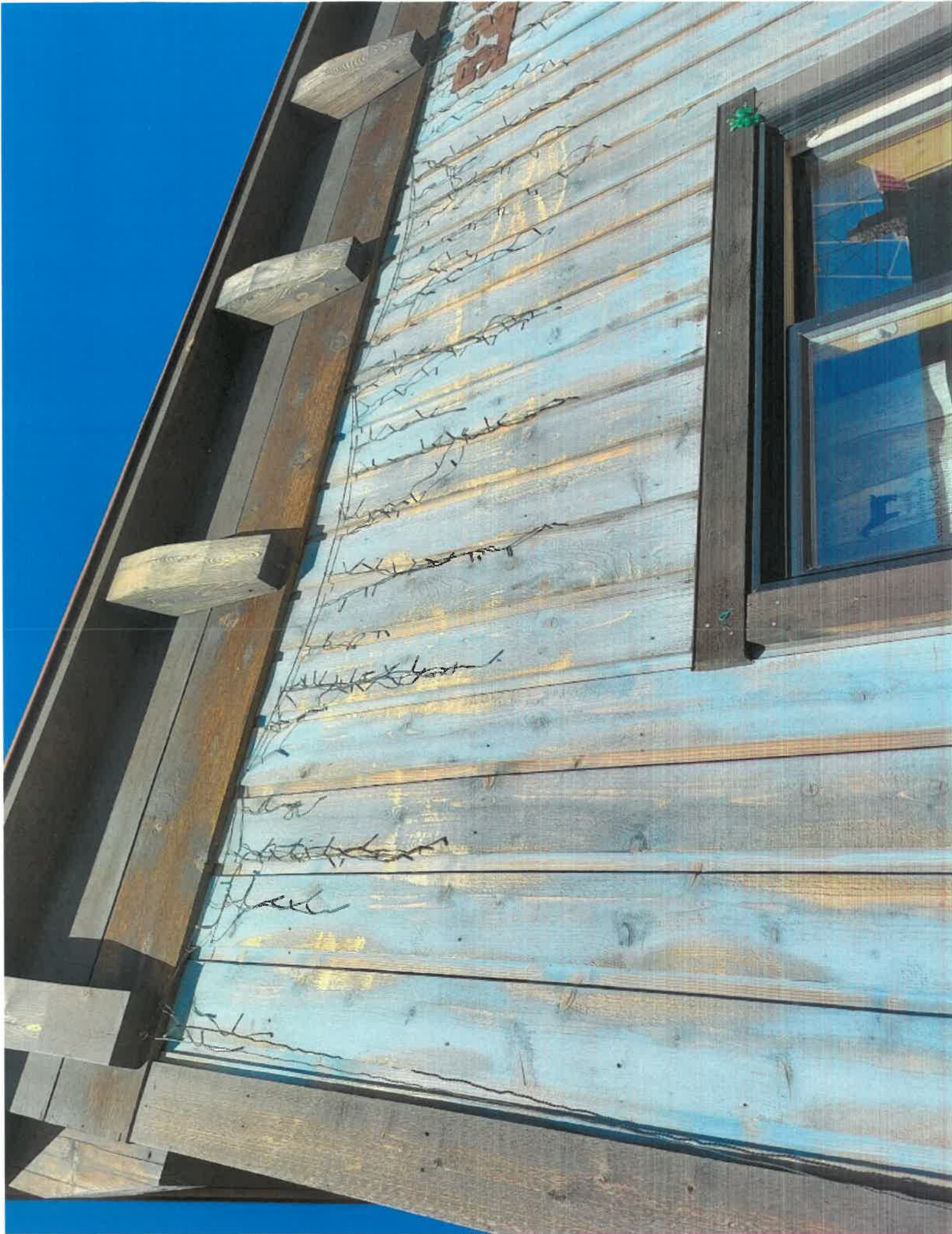
Proposal From:
Ace Painting
PO Box 434
Alma, CO. 80420

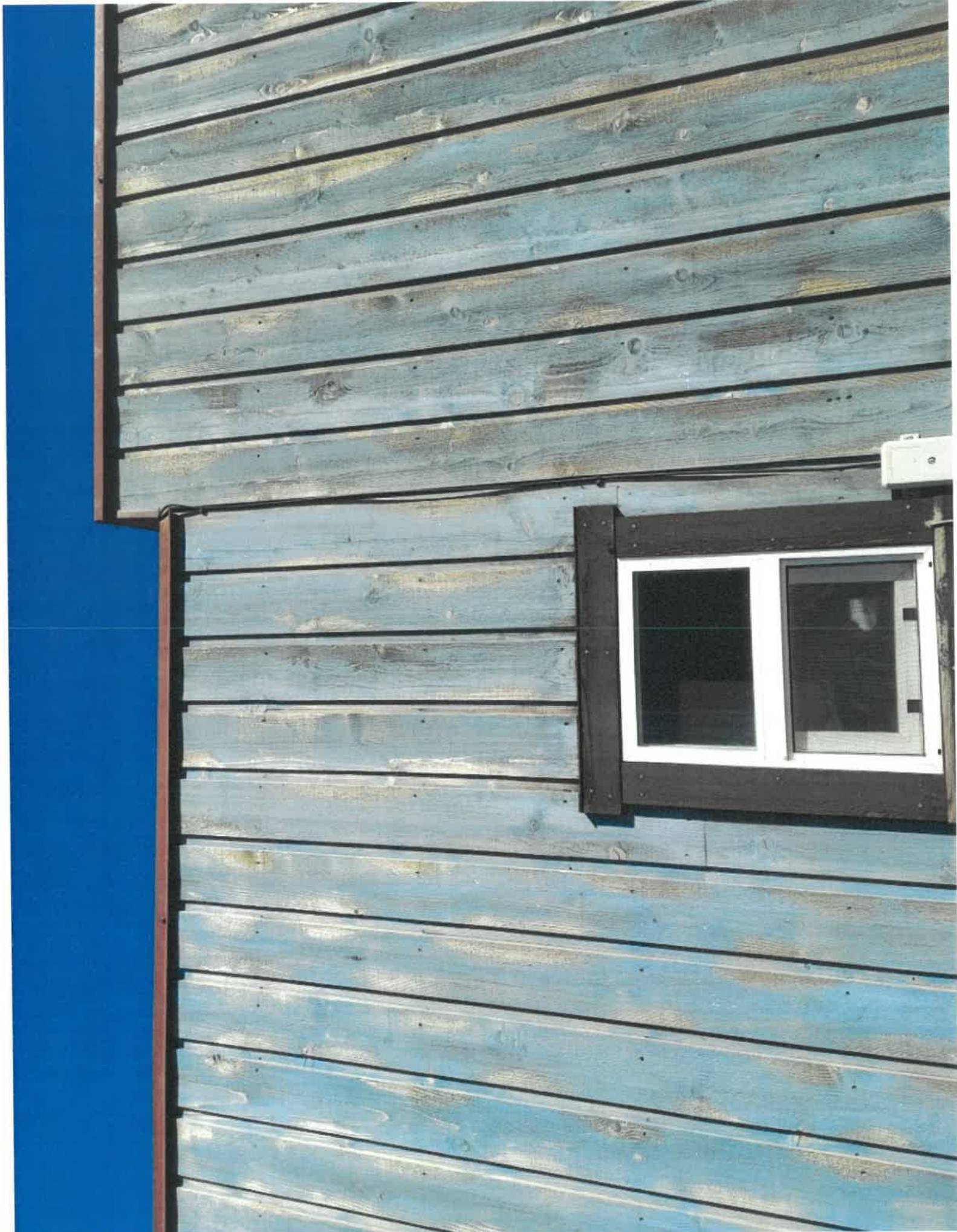
For: Exterior Stain

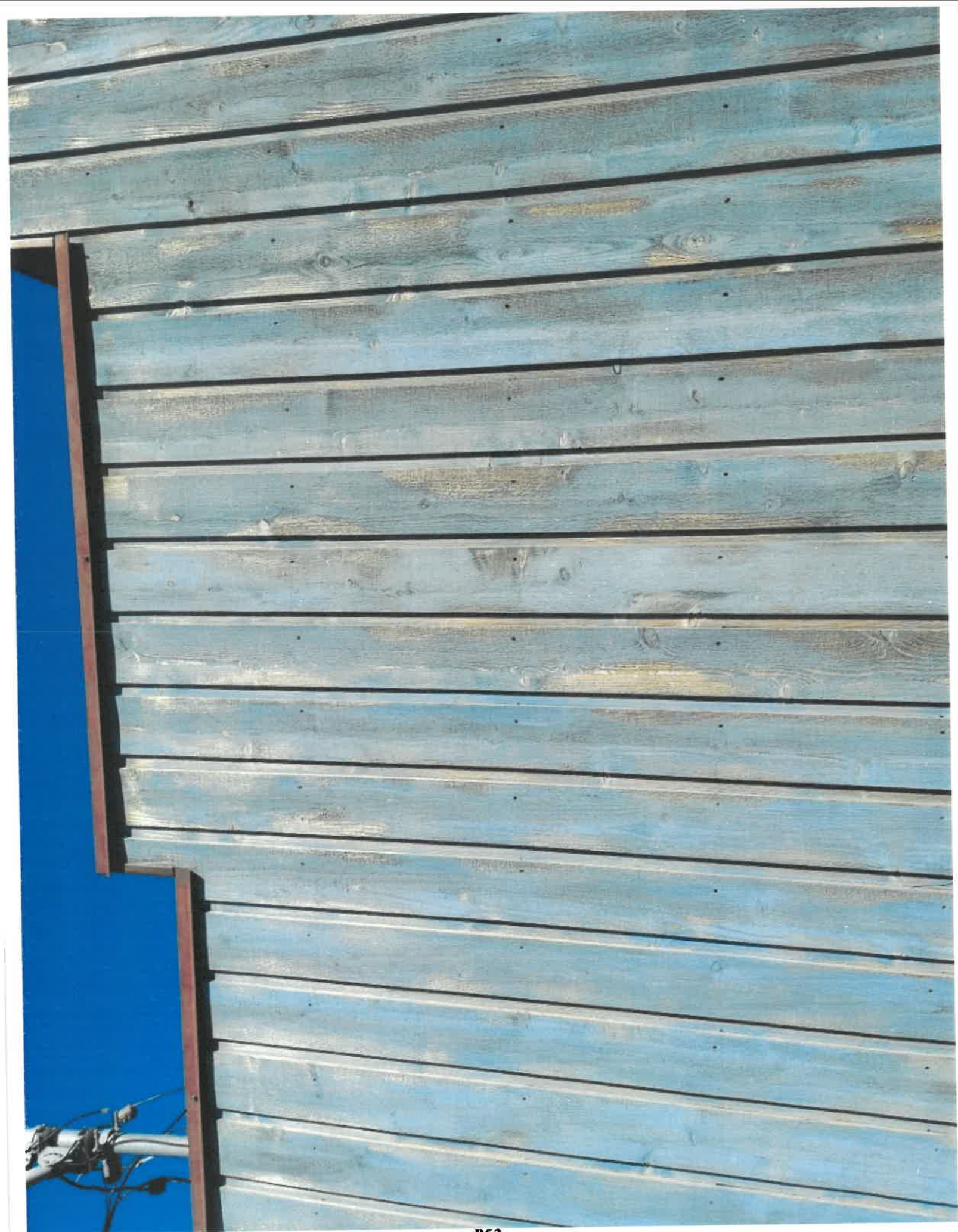
Proposal Recipient:
Holli Cooper/Tree Top Properties
PO Box 341
Fairplay, CO 80440

DESCRIPTION	AMOUNT
<p>Stain and paint exterior to match existing colors. This includes 1 coat of each color on all siding, trim, doors etc.. Prep work to include scraping, caulking where needed. This includes all labor and materials to complete job.</p>	
AMOUNT DUE	\$3,400.00

THANK YOU FOR YOUR BUSINESS!











MEMORANDUM

TO: Town of Fairplay Board of Trustees
FROM: Kim Wittbrodt, Town Treasurer
RE: Resolution Amending the Personnel Policy- Public Works On-Call Policy
DATE: April 15, 2021

Staff is seeking approval to update the Town's Personnel Handbook with an item related to the Public Works Department staff and on-call scheduling.

We currently do not have an on-call policy for the Public Works staff. Due to this if an emergency arises on the weekends, we do not have a dedicated staff person answering that call – it is whoever is available. As you can imagine, situations arise where no one is available, and we must wait to respond or find a willing contractor to help out. The implementation of an On-Call Policy will ensure that the Public Works staff always has someone available to respond to emergencies on weekends. To date this year, they have already responded to multiple emergencies including two service line breaks and one suspected sewer issue. This policy would require the on-call staff person to stay within cell service, within ~30min from Town and remain free of intoxicating substances. Because the on-call person would be giving up the flexibility usual time off provides, the Public Works Director has suggested compensating the on-call staff person with \$100/weekend that they are on-call. Funds are available for this within the 2021 budget. The on-call person will rotate as scheduling allows.

Approval of the addition of the Public Works On-Call Policy would add the following language to section 508 of the Personnel Policy:

“The Public Works On-Call Policy requires Public Works staff to participate in a rotating on-call schedule to ensure weekend coverage in case of emergency. The on-call employee must remain within approximately 30 minutes of travel time from the Town of Fairplay, within cell phone range and not be under the influence of any intoxicating substances.”

Approval of this resolution will require a motion, second and a voice vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO. 9

Series of 2021

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING AN AMENDMENT TO THE PERSONNEL HANDBOOK FOR THE TOWN OF FAIRPLAY.

WHEREAS, the Board of Trustees recognizes that a Personnel Manual is an integral part of the effectiveness of Town Government; and

WHEREAS, the Board recognizes that Personnel regulations must be amended at times to better serve the Town and its employees.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO THAT:

Section 1: Section 508 will be added to Section 5 of the Personnel Handbook and will be entitled, ON CALL POLICY, with the addition of "Public Works On-Call Policy requires Public Works staff to participate in a rotating on-call schedule to ensure weekend coverage in case of emergency. The on-call employee must remain within approximately 30 minutes of travel time from the Town of Fairplay, within cell phone range and be not under the influence of any intoxicating substances." This addition is hereby adopted and made part of the official Personnel Handbook of the Town of Fairplay and shall become effective immediately upon adoption.

Section 2: A copy of the amendment to the Personnel Handbook shall be distributed to each employee upon adoption.

RESOLVED, APPROVED, and ADOPTED this 19th day of April, 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Mayor

ATTEST:

Town Clerk



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: 2021 Paving Overlays

DATE: April 15, 2021

We have received two bids for the 2021 Paving Overlay Project after sending out 7 requests for proposals directly to companies and advertising the RFP on the Town website. The companies which responded to the request were McDonald Paving and Chip Sealing and Pavement Maintenance Services Inc. The low bidder was Pavement Maintenance Services who bid the project at \$206,227.80. This amount exceeds our entire street budget for 2021 of \$150,000 which includes monies for our annual paving overlay as well as monies for sand and salt mix, street repair materials and more. With that being said, staff has taken into account citizen comments and complaints and worked very closely with Mayor Just in the development of this year's project scope. Simply put, 6th Street from Main to Castello and the sections of Platte Drive which have not been overlaid in previous years are in poor condition. Potholes and degrading road edges will only get worse.

Staff does recommend approval of Resolution No. 10 which would require a motion, a second and a roll-call vote.

TOWN OF FAIRPLAY, COLORADO

RESOLUTION NO.10

Series of 2021

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAVEMENT MAINTENANCE SERVICES, INC FOR WORK TO BE PERFORMED IN THE TOWN OF FAIRPLAY, COLORADO.

WHEREAS, the Town Board of Trustees is committed to ensuring safe and well maintained roads in the Town of Fairplay; and,

WHEREAS, the Town Board of Trustees instructed staff to secure bids for the 2021 Paving Overlay Project; and

WHEREAS, the Town received two responses with Pavement Maintenance Services being the lowest bid; and

WHEREAS, the Town Board of Trustees desires to enter into the contract with Pavement Maintenance Services for the 2021 Paving Overlay Project for the cost of \$206,227.80.

NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO, that the Mayor is authorized to approve this contract between the Town of Fairplay and Pavement Maintenance Services, Inc. as described in the proposal, attached hereto, and to execute the same on behalf of the Town.

RESOLVED, APPROVED, and ADOPTED this 19th day of April, 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

Item Description	Unit	QTY	Pavement Maintenance Services	MacDonald Paving and Chip Seal
1 Mobilization	LS	1	\$5,165.00	3,200.00
2 Traffic Control	LS	1	\$1,500.00	5,500.00
3 Pothole Patching	LS	1	\$1,978.00	1,800.00
4 Asphalt Overlay 3"	SF	88,667	\$181,767.35	372,401.40
5 Shoulder Overlay 2 Foot Road Base	SF	16,328	\$12,246.00	43,600.00
6 2" Mill From Asphalt Overlay to Curb and Gutter on 6th Street	SY	96.111	\$3,571.45	3,292.80
		Totals:	\$206,227.80	429,794.20

Did Not Submit Bid: All Purpose Paving, Action Paving LLC., Apex Pavement Solutions, John R. Hurley Asphalt, Avery Asphalt

**TOWN OF FAIRPLAY
CONSTRUCTION AGREEMENT
BID--- 2021 Paving Overlay Project**

THIS CONSTRUCTION AGREEMENT is made and entered into this 11 day of March, 2020, by and between the TOWN OF FAIRPLAY a Colorado municipal corporation (the "Town"), and Pavement Maintenance Services, Inc ("Contractor").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Construction Agreement hereby agree as follows:

1. Contractor shall perform the work necessary to complete the following described project (the "Project"), in accordance with this Agreement and the Contract Documents, attached hereto and incorporated herein by this reference:

Project Title: 2021 Paving Overlay Project

Project Number: 2021- Paving Overlay Project

Project Description: Paving Overlay

2. Contractor shall furnish all of the material, supplies, tools, equipment, labor supervision and other services necessary for the completion of the Project except as described herein.

3. Contractor shall commence the Work required by the Contract Documents, and certificate of insurance within 14 days after the date of the Notice to Proceed, and shall complete the Work by August 6, 2021, unless the period for completion is extended otherwise by the Contract Documents.

4. The Town agrees to pay Contractor, subject to all of the terms and conditions of this Construction Agreement and the Contract Documents for the Work described, an amount not to exceed Two Hundred Six Thousand Two Hundred and Twenty Seven dollars and Eighty Cents (206,227.80).

5. The term "Contract Documents" means and includes all items as set forth in Section 1.01 of the General Conditions.

6. The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. This Construction Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the parties hereto as of the date first above written, whether or not the date of signing is some other date.

TOWN OF FAIRPLAY

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

APPROVED AS TO FORM:

Paul Wisor, Town Attorney

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____.

My commission expires:

(SEAL)

Notary Public

Tina Darrah

From: Frank Just <frank@betonellc.com>
Sent: Wednesday, April 7, 2021 2:10 PM
To: Tina Darrah; mgreen@fairplayco.us
Subject: FW: Chain-up stations
Attachments: Blue River Chain Up Station Talking Points.pdf; Letter from Town of Blue River.doc

It does not appear that either of you were copied on this email.
Thank you.
Frank

From: Michelle Eddy <michelle@townofblueriver.org>
Sent: Tuesday, April 06, 2021 1:32 PM
To: saamgolgoon@gmail.com; Frank Just <frank@betonellc.com>
Subject: Chain-up stations

Good afternoon!

Thank you for your support on the matter of the proposed chain-up station in Blue River. We are continuing to work on our messaging and have been actively reaching out to residents and entities who will be impacted by this.

Attached is the letter that we will be mailing out. We hope your councils will consider signing on with us. I've also attached a talking point page in case you wish to send your own. We will be placing this on our website, and it will be emailed through our newsletter going out tomorrow. We are asking anyone that wishes to sign out to let us know or use the talking points to send a person message. The entities of where we will be sending the letter are located on our talking points page.

In addition to this communication, we will be holding a hearing on April 29, 2021 to begin the adoption of 1041 regs. While the regulations are more encompassing than the chain-up station, they will have an effect on the process.

Please let me know if you have any questions and if your councils are willing to sign on. I'm also more than happy to speak with your councils if necessary.

Thank you again and have a great day!

Michelle Eddy, MMC/CPM
Town Manager/Clerk
970-547-0545 ext. 1/ Cell: 970-406-2430
<https://townofblueriver.colorado.gov>

CONFIDENTIALITY NOTICE- OFFICIAL GOVERNMENT BUSINESS:

This communication and its attachments may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication. Do not assume that the information or opinions expressed in this message reflect or represent the sender's agency or employer. None of the information contained in this message shall be forwarded to, or reviewed by, the public or media outlets without express consent from the sender.



Town of Blue River

Talking Points

Where to Send Concerns:

- Director Colorado Department of Transportation
 - Director Shoshana Lew: 4201 E. Arkansas Ave, Denver, CO 80222
- Director Colorado Department of Transportation Region 2
 - Richard Zamora: PO Box 536, Pueblo, CO 81002
- Director Colorado Department of Transportation Region 3
 - Michael Goolsby: 222 South 6th St #317, Grand Junction, CO 81501-2769
- Colorado Department of Transportation Citizen Advocate
 - Gina Talmadge: 303-512-4500
- Colorado Department of Transportation Chief Engineer
 - Steve Harelson: 2829 W Howard Place, Denver, CO 80204
- Governor Jared Polis
 - 200 E Colfax Ave Rm. 136, Denver, CO 80203
 - Gov.onstituentservices@state.co.us
- Representative Joe Neguse
 - 1419 Longworth HOB, Washington, D.C. 20515
 - <https://neguse.house.gov/contact>
- Senator Julie McCluskie
 - <https://mccluskieforco.com/contact>
 - Julie.mccluskie.house@state.co.us
- Senator Michael Bennet
 - The Honorable Michael Bennet, 261 Russell Senate Office Building, Washington, D.C. 20510
 - www.benet.senate.gov/public/index.cfm/write-to-michael
- Senator John Hickenlooper
 - The Honorable John Hickenlooper, Russell Senate Office Building Ste. SR-B85, Washington, D.C. 20510
 - www.hickenlooper.senate.gov/contact
- Executive Director of the Colorado Department of Natural Resources
 - Dan Gibbs 1313 Sherman Street, Room 718, Denver, CO 80203

Suggested Topics:

- Personal story/reason for letter.
- Town recognized topics of concern
 - **Incompatible with Residential Uses and Aesthetics**-The proposed station is to be constructed in similar fashion to other chain-up stations located along major interstate corridors including I-70 and I-25. Unlike these major interstate corridors, State Highway 9 is a narrow two-lane road that traverses through a residential community and over a narrow two-lane mountain pass. In the

has been brought to the attention of CDOT, Region 3. Much of the increase is from the development of a gravel quarry in Park County and trucks hauling loads over Hoosier Pass. In addition, trucks making regional or interstate trips look to avoid I-70 traffic and closures and may seek to utilize Hoosier Pass as an alternative route. The availability of a chain-up station in Blue River, while perhaps of value to local trucks that have no alternative route for travel between locations will likely increase the use of this narrow, two lane mountain road. Large trucks should remain on I-70 due to the nature of their destinations and not be encouraged to utilize Hoosier Pass.

- **Hazardous Loads**-According to the CDOT Hazardous rout map, State Highway 9 over Hoosier Pass is not an approved route. The highway is narrow and abuts wetlands and the Blue River. The CDOT presentation touted increased safety for trucks that should not be utilizing the pass.
 - **Traffic**-Due to continuing issues with I-70 and in cases where I-70 is closed, Hoosier Pass is promoted as an alternative route. In addition, with the increase of residents living in Park County and commuting to work in Summit County, there has been a significant increase in traffic over Hoosier Pass and State Highway 9 through Blue River. The highway is a narrow two-lane winding highway. Road conditions are often challenging due to adverse weather, wildlife presence, and vehicles entering and existing a significant number of access points from streets and driveways. There is little or no shoulder on State Highway 9 through Blue River. The State of Colorado set a speed limit of 50 mph through the residential area of the Town of Blue River. All these factors pose a concern currently with existing traffic. It should not be the goal of CDOT to encourage and increase the use of this route by additional truck traffic.
 - **Lack of a “Chain-Down” Station or Other Area**-In the CDOT presentation, it was stated there are no plans, at this time, for a chain-down station to allow truck operators to remove chains after clearing Hoosier Pass. Trucks will therefore continue to I-70 with chains or will or chain-down “wherever” they can. However, it was the expressly stated the reason for the selection of the Blue River location for this chain-up station to reduce the running of chained trucks through Blue River which will cause noise impacts to residents and roadway damage. Without a chain-down, northbound chained trucks will continue to travel through Blue River thereby defeating the expressly stated reason for the location of this chain-up station. Worst case, large trucks may attempt to stop on the few tight shoulder areas along State Highway 9 in Blue River to chain-down, resulting in unsafe conditions and traffic conflicts.
- The Town of Blue River is asking for a review of the proposed project and a consideration of relocating the project to a more appropriate area. There are families, wildlife and environmental concerns that have not been addressed. The lack of communication from the beginning of the project necessitates a need for additional review and public input. The proposed project will have a significant negative impact on our serene mountain community and surrounding area. Recognizing the proposed timeline and need to address not only the issues and concerns identified by the Town but safety of those traveling over Hoosier Pass, we ask that a pause be placed on the project for further evaluation.

P.O. Box 1784, Breckenridge, CO 80424
970-547-0545, <https://townofblueriver.colorado.gov>



Town of Blue River

The Honorable Jared Polis
Governor of Colorado
200 East Colfax Ave.
Denver, CO

The Town of Blue River is a small residential community tucked in the mountains of Summit County between Hoosier Pass and the Town of Breckenridge along State Highway 9. The residents of Blue River enjoy the ideal mountain community with proximity to trails, fishing, skiing, and biking. Adopted in 2014, the Blue River Comprehensive Plan recognizes the importance of preserving the natural environment within and around the residential community.

Town Mission

The Town of Blue River endeavors to nurture our serene mountain community by conserving our natural residential environment, promoting unity with our neighbors and surroundings, channeling the voice of our residents, and enhancing the quality of life for all.

The popularity of Summit County has brought an increase in tourism over the last several years. Traffic along State Highway 9, through Blue River is a scenic alternative to I-70. This has both positive and negative impacts on the small residential community. State Highway 9 is a narrow two-lane highway traversing over Hoosier Pass and through the Town of Blue River. Within town limits, there are 88 road intersections and speed limits of 50 mph. The increase in traffic includes semi-trucks and passenger vehicles.

In response to the increase in truck traffic, the Colorado Department of Transportation Region 2 (CDOT) has made the decision to install truck chain-up stations in three locations along State Highways 285 and 9 in both the Park and Summit County. The proposed location in Summit County is within the Town of Blue River and was made without engaging the Town of Blue River. The Town learned of the project from a resident whose land is being sought for the project. Beyond the concern of the lack of communication and transparency by CDOT, the Town of Blue River has significant concerns over the chosen location as well as the impacts it will have on our mountain community.

Incompatible with Residential Uses and Aesthetics-The proposed station is to be constructed in similar fashion to other chain-up stations located along major interstate corridors including I-70 and I-25. Unlike these major interstate corridors, State Highway 9 is a narrow two-lane road that traverses through a residential community and over a narrow two-lane mountain pass. In the presentation an illustration of the proposed area did not accurately reflect the actual size and negative aesthetic impact this project will have on the community of the Town of Blue River and its residents. The proposal showed few if any measures to reduce the aesthetic impact caused by placing what will essentially be an illuminated truck stop within the Town of Blue River. A commercial truck area within a neighborhood may negatively impact residential property values, quality of life and forever change the community of Blue River.

The CDOT presentation touted increased safety for trucks that should not be utilizing the pass.

Traffic-Due to continuing issues with I-70 and in cases where I-70 is closed, Hoosier Pass is promoted as an alternative route. In addition, with the increase of residents living in Park County and commuting to work in Summit County, there has been a significant increase in traffic over Hoosier Pass and State Highway 9 through Blue River. The highway is a narrow two-lane winding highway. Road conditions are often challenging due to adverse weather, wildlife presence, and vehicles entering and existing a significant number of access points from streets and driveways. There is little or no shoulder on State Highway 9 through Blue River. The State of Colorado set a speed limit of 50 mph through the residential area of the Town of Blue River. All these factors pose a concern currently with existing traffic. It should not be the goal of CDOT to encourage and increase the use of this route by additional truck traffic.

Lack of a “Chain-Down” Station or Other Area-In the CDOT presentation, it was stated there are no plans, at this time, for a chain-down station to allow truck operators to remove chains after clearing Hoosier Pass. Trucks will therefore continue to I-70 with chains or will or chain-down “wherever” they can. However, it was the expressly stated the reason for the selection of the Blue River location for this chain-up station to reduce the running of chained trucks through Blue River which will cause noise impacts to residents and roadway damage. Without a chain-down, northbound chained trucks will continue to travel through Blue River thereby defeating the expressly stated reason for the location of this chain-up station. Worst case, large trucks may attempt to stop on the few tight shoulder areas along State Highway 9 in Blue River to chain-down, resulting in unsafe conditions and traffic conflicts.

The Town of Blue River is asking for a review of the proposed project and a consideration of relocating the project to a more appropriate area. There are families, wildlife and environmental concerns that have not been addressed. The lack of communication from the beginning of the project necessitates a need for additional review and public input. The proposed project will have a significant negative impact on our serene mountain community and surrounding area. Recognizing the proposed timeline and need to address not only the issues and concerns identified by the Town but safety of those traveling over Hoosier Pass, we ask that a pause be placed on the project for further evaluation.

Thank you for your time and consideration.

Sincerely,

Toby Babich, Mayor
Town of Blue River

Contact information:

Mayor Toby Babich, Babich.blueriver@gmail.com

Town Manager Michelle Eddy, michelle@townofblueriver.org-(970) 547-04547 ext. 1

Town Attorney Robert Widner, rwidner@lawwj.com

The following municipalities, counties and individuals support the Town of Blue River and the above letter.



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Assistant Town Administrator and Public Works Director

RE: Water Work Session

DATE: April 15, 2021

This purpose of this work session is to have a more in-depth conversation about the recent testing at the infiltration gallery and the viability of pursuing the activation of the gallery as a way to boost the Town's water production. Water produced via the infiltration gallery would require additional treatment at the water plant, due to the fact the infiltration gallery collects water classified as Ground Water Under the Influence (of surface water) (GWUDI). From what we know as of now, the steps that would be required to activate the gallery are feasible and have become more so as we explore this opportunity.

Bill Hahn is here tonight to speak more in more detail regarding the topics above and more.

Staff is looking for direction from the Board to move forward with securing additional water production.

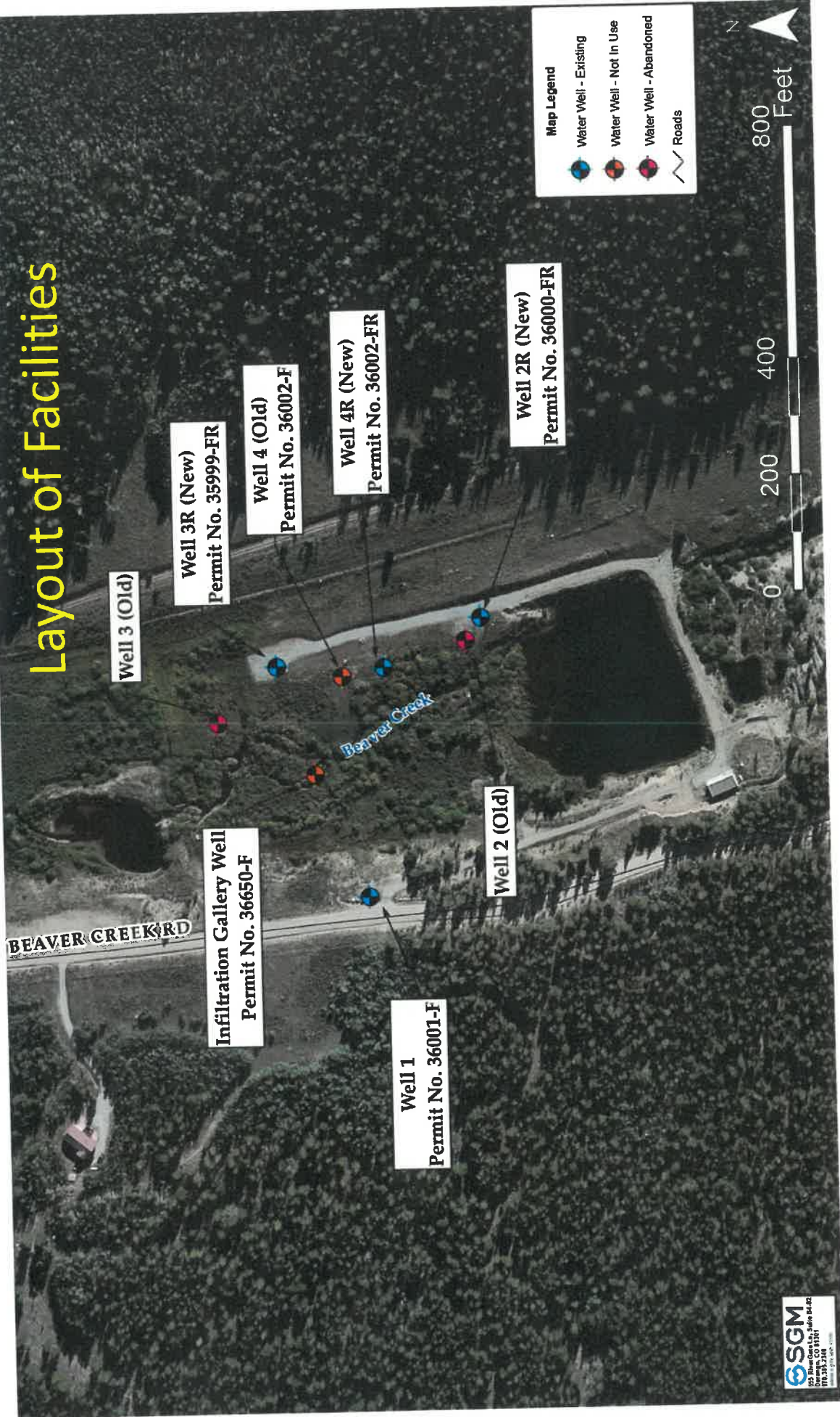
Town of Fairplay

Board of Trustees Workshop

April 19, 2021

Bill Hahn
Hahn Water Resources, LLC

Layout of Facilities



SGM
923 Riverdale Ln., Suite 24-22
Mesa, AZ 85204
PH: 480.941.8151
www.sgm.com

Raw Water Supplies

Existing (Usable) Supply

Well 1 (70 gpm)

Well 2R (30 gpm)

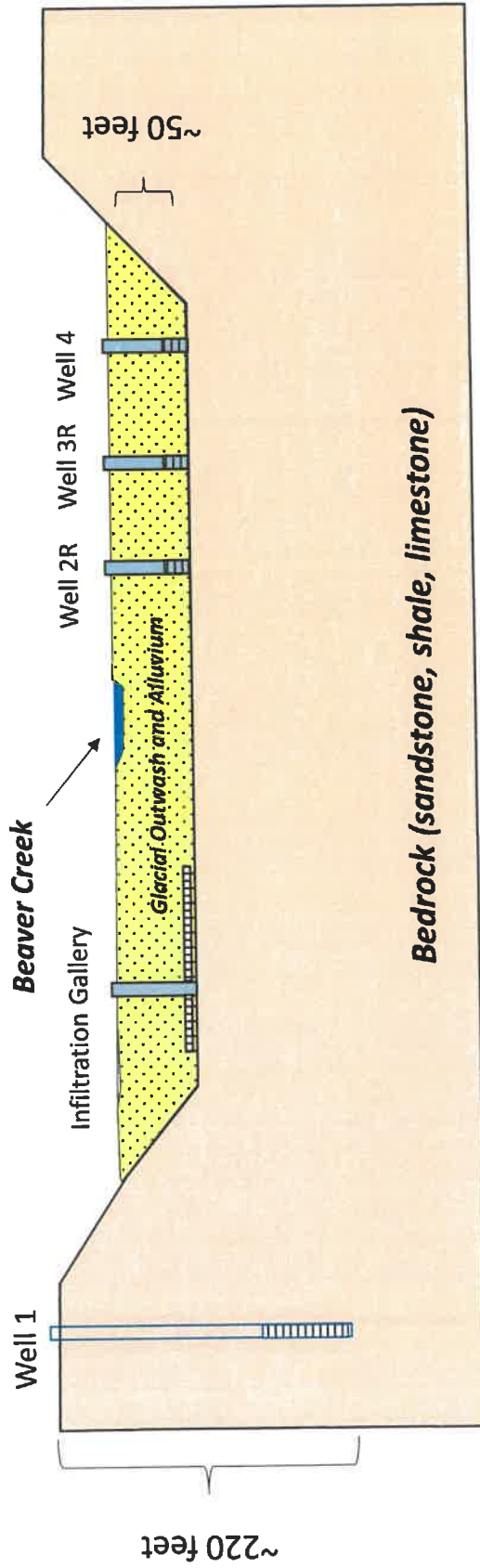
Well 3R (50 gpm)

Potential Supplies (GWUDI – require treatment

Well 4 (40 gpm)

Infiltration Gallery (120 gpm?)

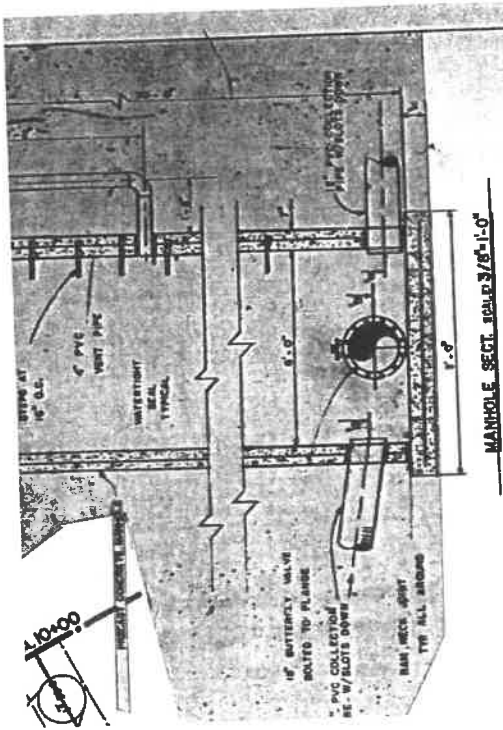
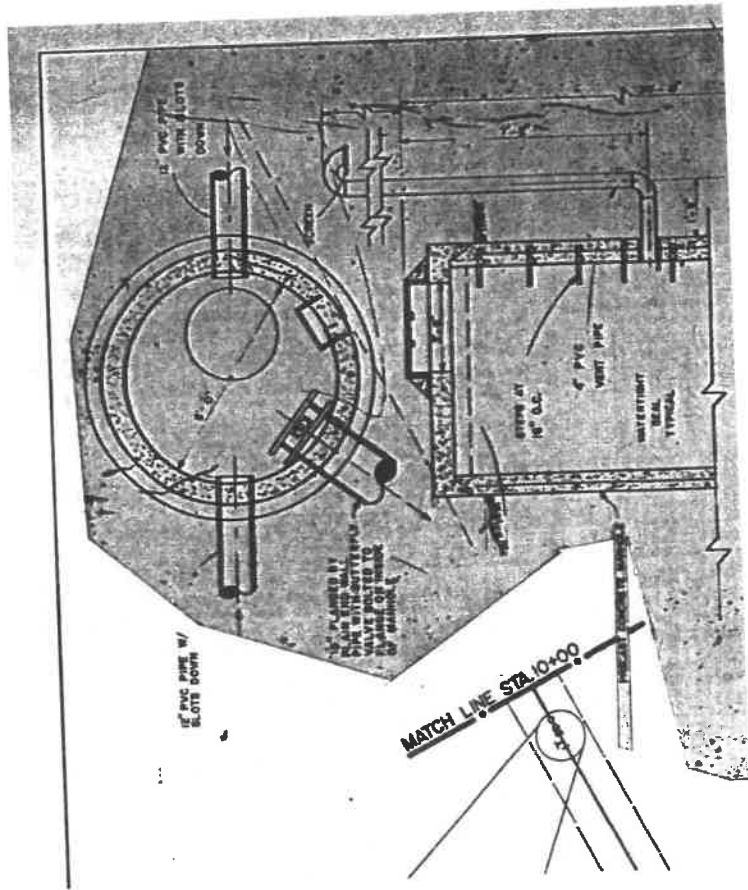
Cross-Section of Fairplay Wellfield (conceptual, not to scale)



Review of Alternatives for Increasing Water Supply (SGM Report)

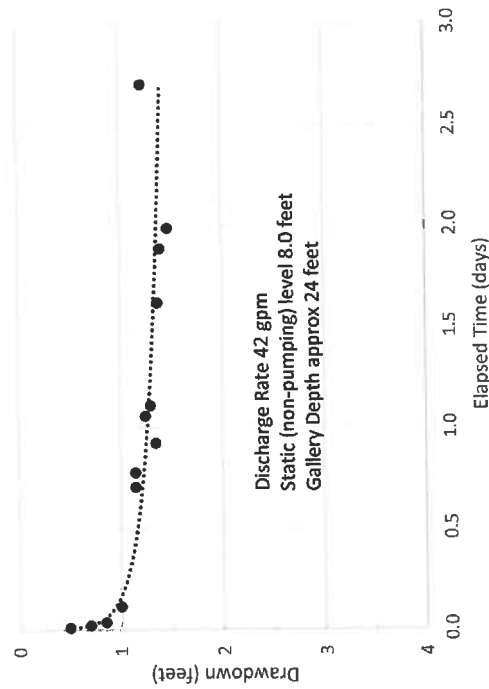
Alternative	Approximate Cost (Physical Supply)	Ranking	Comment
Replace Well 1	\$90,000	3	No redundant supply
Install a Supplemental Well to Well 1	\$110,000*	1	Requires Water Court application
File for an Alternate Point of Diversion (2 nd Bedrock Well)	\$110,000*	2	Requires Water Court application
Replace Well 4R	\$60,000**	4	Potential GWUDI, may need additional treatment
Activate Infiltration Gallery	\$130,000**	2	GWUDI, needs additional treatment and yield testing
Activate Old Well 4	\$15,000**	2	GWUDI, needs additional treatment

Partial As-Builts for Infiltration Gallery

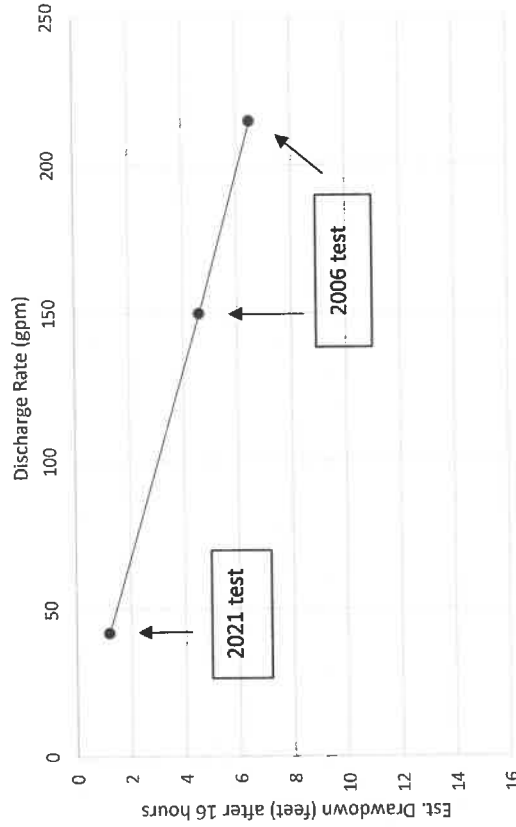


Results of Gallery Testing

Fairplay Infiltration Gallery Testing
March 29 - Apr 1, 2021

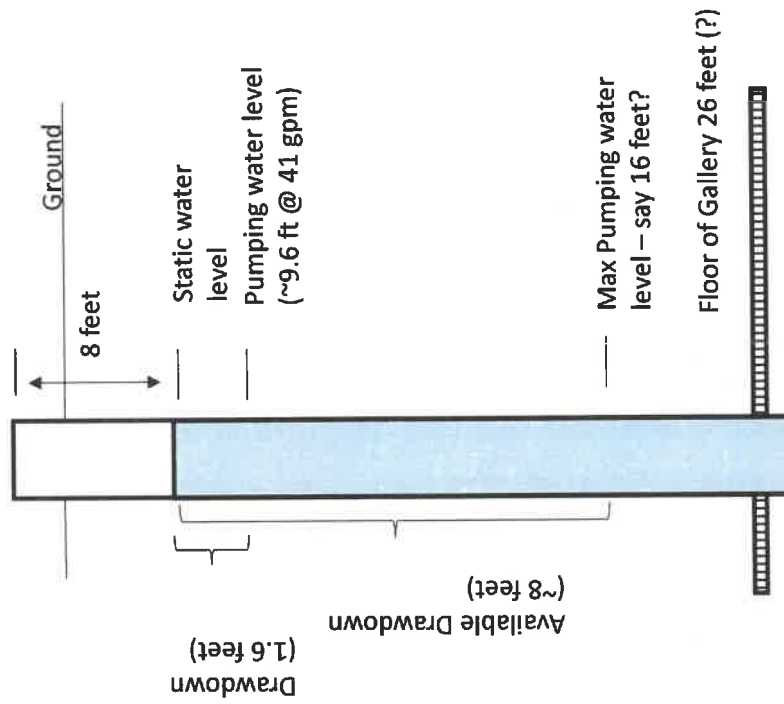


Gallery Testing Discharge vs. Drawdown at 16 hours



No apparent decline in yield from 2006 testing

Predicting Gallery Performance



Q/s = 30 gpm/ft drawdown

Summary of Treatment Alternatives

Conventional Treatment

Low-Pressure Membranes

Low Pressure Membrane Treatment (ultrafiltration)

What does it look like?

How would it work for the Town?

