

**AGENDA for a Regular Meeting
of the Board of Trustees of the Town of Fairplay, Colorado
Monday, June 7, 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** –May 17, 2021
 - B. APPROVAL OF EPENDITURES**—Approval of bills of various Town funds in the amount of \$112,458.86.
 - C.** Approval of Findings of Fact, Conclusions and Order in RE: Application of KB’s Kakery and Dorothy’s Tamales for a Hotel and Restaurant Retail Liquor License
- VI. CITIZEN COMMENTS**
- VII. PUBLIC HEARING** – Should the Board Approve a new Tavern Liquor License as Applied for by South Park Cigars, LLC at 519 Main Street in Fairplay.
- VIII. UNFINISHED BUSINESS**
 - A.** Other Discussion Items.
- IX. NEW BUSINESS**
 - A.** Presentation and Approval of 2020 Audit- Tim Mayberry
 - B.** Should the Board Approve Adoption of Resolution No. 14, 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 KATHY REEVES FOR THE 791 HATHAWAY EXTERIOR PROJECT.”?**
 - C.** Should the Board Approve Adoption of Resolution No. 15, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING A LEASE AGREEMENT WITH VIVIAN AND KEITH PERSHING AND THE TOWN ON BEHALF OF THE FAIRPLAY COMMUNITY GARDEN GROUP FOR THE PROPERTY LOCATED AT 600 FRONT STREET.”?**
 - D.** Discussion/Direction Regarding Request from Police Chief Bo Schlusen for Police Vehicle Purchase
 - E.** Other New Business.
- X. BOARD OF TRUSTEE AND STAFF REPORTS**
- XI. ADJOURNMENT**

Upcoming Meetings/Important Dates

Regular Board Meeting	June 21, 2021
Brat-T Gras Event	June 26, 2021
Independence Day Celebration/Concert	July 4, 4021
Regular Board Meeting – Cancelled	July 5, 2021
Regular Board Meeting	July 19, 2021

This agenda may be amended.

Posted at Fairplay Town Hall, Fairplay Public Library, Fairplay Post Office, and Town of Fairplay Website on Thursday, June 3, 2021.

**MINUTES OF A REGULAR MEETING OF THE
FAIRPLAY BOARD OF TRUSTEES
MAY 17, 2021**

CALL TO ORDER

A regular meeting of the Board of Trustees for the Town of Fairplay was called to order at 6:00 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, Nate Fidler and Josh Voorhis. Also in attendance were Public Works Director/Asst. Town Administrator Mason Green, Town Treasurer Kim Wittbrodt, Police Chief Bo Schlunsen and Town Administrator/ Clerk Tina Darrah. Trustee Eve Stapp was absent.

AGENDA ADOPTION

Motion #1 by Trustee Voorhis, seconded by Trustee Fidler, that the agenda be adopted as presented. Motion carried unanimously. (Trustee Stapp 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 – April 5, 2021

B. APPROVAL OF EXPENDITURES—Approval of bills of various Town funds in the amount of **\$166,442.24.**

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

CITIZEN COMMENTS

No citizen comment was offered.

PUBLIC HEARINGS

Should the Board Approve an Application for a new Hotel and Restaurant Liquor License as Applied for by KB's Kakery and Dorothy's Tamales at 3631 Hwy 285, Units A and B in Fairplay, Colorado?

Town Administrator/Town Clerk Darrah recused herself from this item and left the Board room due to potential conflict of interest as the holder of a liquor license in the Town of Fairplay.

Mayor Just opened the Public Hearing at 6:06 pm and offered a brief opening statement stating jurisdiction and outlining procedures for the public hearing. He then asked for staff comment, which was offered by Town Treasurer Wittbrodt, explaining that the application before them was from Karen and Wayne Albers for a Hotel and Restaurant Liquor License at KB'S Kakery and Dorothy's Tamales, LLC located at Units A & B, 331 US Highway 285, in Fairplay. Ms. Wittbrodt went through the staff investigation and findings, ending with a recommendation of approval. She noted that the public notices were done in accordance with State Statutes and the municipal code, and that no remonstrance's had been filed.

Mayor Just asked for applicant comment which was offered by Karen Albers, encouraging the Board to approve their application, and offering to answer any questions that the Board might have.

Mayor Just asked for public comment in favor of or opposition to the application. No comments offered.

Mayor Just closed the public hearing at 6:13 p.m. and asked for Board deliberation and a motion.

After a brief discussion, the following motion was offered:

Motion #3 by Trustee Dodge, seconded by Trustee Fidler, that the Board approve the application for a Hotel and Restaurant Liquor License as applied for by Karen and Wayne Albers, for KB's Kakerly and Dorothy's Tamales located at Units A and B, 331 US Highway 285, in Fairplay. A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp absent.)

UNFINISHED BUSINESS

Other Discussion Items

None offered.

NEW BUSINESS

Should the Board Approve Adoption of Ordinance No. 3, series of 2021, entitled, "AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 6-2-100 OF THE FAIRPLAY MUNICIPAL CODE CONCERNING ALCOHOLIC BEVERAGES."?

Town Administrator/Town Clerk Darrah recused herself from this item and left the Board room due to potential conflict of interest as the holder of a liquor license in the Town of Fairplay.

Staff comment was offered by Treasurer Wittbrodt explaining that this ordinance creates a 100-foot restriction for all on-premises liquor licenses from the school/school property and maintains the 500-foot limit for all off-premises liquor licenses as imposed by state statute. She explained that this will allow almost every commercially zoned property on Main Street the ability to apply for an on-premises liquor license should they be developed in such a way. She stated that staff recommended approval of the ordinance.

The Board briefly discussed and public comment was solicited. No public comments were offered.

Motion #4 by Trustee Dodge, seconded by Trustee Voorhis, that the Board approve adoption of Ordinance No. 3, series of 2021, entitled, "**AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AMENDING CHAPTER 6-2-100 OF THE FAIRPLAY MUNICIPAL CODE CONCERNING ALCOHOLIC BEVERAGES.**" A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp absent.)

Should the Board Approve Adoption of Resolution No. 11, series of 2021, entitled, "A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A GRANT CONTRACT WITH THE COLORADO HEALTH FOUNDATION FOR THE COHEN PARK PROJECT IN THE TOWN OF FAIRPLAY, COLORADO."?

Staff comment was offered by Assistant Town Administrator/Public Works Director Green stating that this resolution formally approved the Grant Contract with the Colorado Health Foundation for the \$195,698 grant the Town had recently been awarded for upgrades to Cohen Park. He reminded them that this grant required no match money from the Town. Mr. Green informed the Board that RFPs were out for the project and that he would be distributing the draft

sketch for the project to the Board and that public input would be solicited once a design/builder had been selected. He explained that he would be bringing the proposals to the Board at the next meeting for discussion/selection.

The Board thanked Mason for his hard work on this project and for applying for and receiving the grant.

Motion #5 by Trustee Dodge, seconded by Trustee Voorhis, that the Board approve adoption of Resolution No. 11, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE EXECUTION OF A GRANT CONTRACT WITH THE COLORADO HEALTH FOUNDATION FOR THE COHEN PARK PROJECT IN THE TOWN OF FAIRPLAY, COLORADO.”** A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp absent.)

Should the Board Approve Adoption of Resolution No. 12, series of 2021, entitled, “A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING THE SIGNING OF, AND PARTICIPATION IN, THE 2021 PARK COUNTY COMPREHENSIVE EMERGENCY OPERATIONS PLAN.”?

Staff comment was offered by Mr. Green explaining that this resolution approves the Town’s participation in Park County’s Emergency Operations Plan and further noting that this is important in the event the Town ever needs to apply for FEMA funds as it maintains the Town’s eligibility for those funds.

Motion #6 by Trustee Fidler, seconded by Trustee Dodge, that the Board approve adoption of Resolution No. 12, series of 2021, entitled, **“A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO AUTHORIZING SIGNING OF, AND PARTICIPATION IN, THE 2021 PARK COUNTY COMPREHENSIVE EMERGENCY OPERATIONS PLAN.”** A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler – yes. Motion carried unanimously. (Trustee Stapp absent.)

Should the Board Approve Adoption of Resolution No. 13, 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 TINA DARRAH FOR THE 889 STEINFELT PARKWAY PARKING LOT PROJECT.”?

Town Administrator/Town Clerk Darrah and Mayor Just recused themselves from this item and left the Board room due to potential conflict of interest as the applicant (Ms. Darrah) and contractor (Mr. Just) for the PIIP application.

Staff comment was offered by Treasurer Wittbrodt explaining that this application is for \$4,606.00 towards the paving of the parking lot located at Even in the End Liquor Store, 889 Steinfeldt. 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 #7 by Trustee Voorhis, seconded by Trustee Fidler, that the Board approve adoption of Resolution No. 13, 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 TINA DARRAH FOR THE 889 STEINFELT PARKWAY PARKING LOT PROJECT.”** A roll call vote was taken: Dodge – yes, Just – yes, Voorhis – yes, Fidler - yes. Motion carried unanimously. (Trustee Stapp absent.)

Other New Business

None offered.

BOARD OF TRUSTEE AND STAFF REPORTS

Trustee Fidler offered a brief report on a bill before the state legislature to allow traffic fines to be paid to certain 501C3 non-profit organizations. He promised to keep Police Chief Schlusen updated on the status of it.

Trustee Voorhis updated the Board on the meeting he had attended with the Fire Chief and Sheriff about the allowance of certain types of outdoor grills in the Town limits during a fire bans, noting that while no decision had been made, he felt as though it was being considered. He also inquired about time limits on building permits in Town.

Trustee Dodge reminded the Board that Cemetery Clean-Up was scheduled for Saturday, May 22nd.

Mayor Just reminded the Board about Town Clean-Up, June 4th, 5th, and 6th, and stated that all was going very well with the planning for the Brat-T Gras event.

ADJOURNMENT

Mayor Just, noting that there being no further regular business before the Board, declared that the regular meeting be adjourned at 6:55 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: June 1, 2021

Agenda Item: Bills

Attached is the list of invoices paid from May 13, 2021 through June 1, 2021.

Total Expenditures: \$112,458.86

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
05/24/2021	17122	American Water Works Ass	membership fee	1	04/22/2021	344.00	517455
Total 78:						344.00	
06/01/2021	17150	Caselle, Inc	Software Support	1	05/01/2021	439.50	517206
06/01/2021	17150		Software Support	2	05/01/2021	439.50	105060
Total 334:						879.00	
06/01/2021	17151	Cash	Petty Cash	1	06/01/2021	50.00	101002
Total 340:						50.00	
05/24/2021	17129	Main Street Garage	2013 tahoe	1	05/10/2021	319.56	105420
Total 1336:						319.56	
05/24/2021	17130	Postal Pros Southwest, Inc	water billing	1	05/06/2021	281.77	517218
Total 1699:						281.77	
06/01/2021	17158	South Park Chamber of Co	Membership Dues	1	04/28/2021	80.00	105130
Total 1936:						80.00	
06/01/2021	17161	Verizon Wireless	jet pack	1	06/01/2021	40.01	105130
06/01/2021	17161		cell Phone - public works	2	06/01/2021	42.09	105645
06/01/2021	17161		Phones and air cards	3	06/01/2021	294.39	105455
Total 2212:						376.49	
05/24/2021	17133	Xcel Energy	945 quarry road	1	05/13/2021	14.77	517490
06/01/2021	17162		901 main	1	05/19/2021	172.06	105023
06/01/2021	17162		chlorinator	1	05/19/2021	105.59	517470
06/01/2021	17162		747 bogue	1	05/19/2021	13.30	105841
06/01/2021	17162		1800 beaver creek road	1	05/19/2021	625.58	517495
06/01/2021	17162		fairplay sign #1	1	05/19/2021	11.14	105640
06/01/2021	17162		117 silverheels road	1	05/19/2021	10.78	105841
06/01/2021	17162		850 hathaway	1	05/19/2021	216.72	105186
06/01/2021	17162		501 main	1	05/19/2021	401.34	105195
06/01/2021	17162		monument sign	1	05/19/2021	22.56	105640
06/01/2021	17162		san plant	1	05/24/2021	3,665.19	517680
Total 2296:						5,259.03	
05/24/2021	17136	Darrah, Tina	Cell Phone	1	05/24/2021	50.00	105065
Total 2462:						50.00	
05/24/2021	17123	CARD SERVICES	web hosting	1	05/03/2021	29.98	105130
05/24/2021	17123		Supplies	2	05/03/2021	54.05	105030
05/24/2021	17123		Supplies	3	05/03/2021	54.05	517214
05/24/2021	17123		food for meetings	4	05/03/2021	173.28	105070
05/24/2021	17123		weed sprayer	5	05/03/2021	1,259.00	105135

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
05/24/2021	17123		Supplies	6	05/03/2021	88.38	105630
05/24/2021	17123		Supplies	7	05/03/2021	88.37	517214
05/24/2021	17123		Supplies	8	05/03/2021	88.37	105170
05/24/2021	17123		andy	9	05/03/2021	60.98	105070
05/24/2021	17123		logmein	10	05/03/2021	129.00	105085
05/24/2021	17123		Supplies	11	05/03/2021	3.69	105025
05/24/2021	17123		Supplies	12	05/03/2021	225.00	105420
05/24/2021	17123		Supplies	13	05/03/2021	112.50	105625
05/24/2021	17123		Supplies	14	05/03/2021	112.49	517242
05/24/2021	17123		food for meeting	15	05/03/2021	57.82	105625
05/24/2021	17123		car wash	16	05/03/2021	9.75	105625
05/24/2021	17123		Supplies	17	05/03/2021	13.06	105625
05/24/2021	17123		Supplies	18	05/03/2021	135.45	105630
05/24/2021	17123		Supplies	19	05/03/2021	7.00	105070
05/24/2021	17123		training	20	05/03/2021	99.59	105424
05/24/2021	17123		car wash	21	05/03/2021	13.50	105424
05/24/2021	17123		radar repair	22	05/03/2021	82.57	105430
05/24/2021	17123		membership	23	05/03/2021	450.00	105424
05/24/2021	17123		Supplies	24	05/03/2021	392.00	105453
05/24/2021	17123		training	25	05/03/2021	384.00	105424
05/24/2021	17123		Supplies	26	05/03/2021	7.00	105445
05/24/2021	17123		car wash	27	05/03/2021	9.50	105420
05/24/2021	17123		Postage	28	05/03/2021	8.20	105035
05/24/2021	17123		Supplies	29	05/03/2021	136.59	105630
05/24/2021	17123		Postage	30	05/03/2021	31.34	105035
05/24/2021	17123		food for meeting	31	05/03/2021	93.03	105070
05/24/2021	17123		Supplies	32	05/03/2021	159.99	105850
Total 2503:						4,569.53	
06/01/2021	17152	CenturyLink	acct 719-836-4609 502B	1	05/19/2021	68.28	517470
06/01/2021	17152		7198362622355B	1	05/19/2021	544.91	105065
06/01/2021	17152		acct 82239760	1	06/01/2021	45.49	105065
Total 2614:						658.68	
05/24/2021	17141	Wittbrodt, Kim	cell phone reimb	1	05/24/2021	50.00	105065
Total 2655:						50.00	
05/24/2021	17124	Collegiate Peaks Bank	loan number 170047001	1	05/16/2021	15,496.78	105020
Total 2748:						15,496.78	
05/24/2021	17127	Heaven's Best Carpet	carpet cleaning	1	05/12/2021	445.40	105085
Total 2751:						445.40	
05/24/2021	17126	Douglas, Ray	carpet	1	05/20/2021	800.00	105025
Total 2790:						800.00	
06/01/2021	17153	Chaffee County Waste	6 yd weekly	1	06/01/2021	100.00	105650
06/01/2021	17153		6 yd weekly	2	06/01/2021	100.00	105023
Total 2801:						200.00	

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
05/24/2021	17135	Bullock, Julie	cell phone reimburse	1	05/24/2021	25.00	517226
05/24/2021	17135		cell phone reimburse	2	05/24/2021	25.00	105645
Total 2812:						50.00	
05/24/2021	17125	Colorado Analytical Lab	water testing	1	05/13/2021	23.00	517450
Total 2864:						23.00	
06/01/2021	17159	Toiin Mechanical	heater repair	1	05/17/2021	793.94	517655
Total 2867:						793.94	
06/01/2021	17160	Vectra Bank	loan payment	1	06/01/2021	50,213.14	518004
Total 2883:						50,213.14	
05/24/2021	17131	Shirley Septic Pumping, In	cohen park	1	05/14/2021	60.50	105842
Total 2893:						60.50	
05/24/2021	17139	Green, Mason	cell phone reimburse	1	05/24/2021	25.00	105645
05/24/2021	17139		cell phone reimburse	2	05/24/2021	25.00	517226
Total 3175:						50.00	
05/24/2021	17128	Hunn Planning & Policy, LL	planning fees	1	05/13/2021	577.00	105105
Total 3183:						577.00	
06/01/2021	17154	DHM Design	phase 2 riverpark	1	05/14/2021	27,132.70	105886
Total 3254:						27,132.70	
06/01/2021	17155	Garfield & Hecht, P.C.	legal	1	04/30/2021	2,192.50	105057
Total 3270:						2,192.50	
06/01/2021	17157	SGM	mustang ridge	1	05/24/2021	305.50	105105
Total 3272:						305.50	
05/24/2021	17137	Ernst, Sarah	cell phone reimburse	1	05/24/2021	50.00	105065
Total 3313:						50.00	
05/24/2021	17134	Bannister, Chris	cell phone reimburse	1	05/24/2021	25.00	105645
05/24/2021	17134		cell phone reimburse	2	05/24/2021	25.00	517226
Total 3464:						50.00	
05/24/2021	17140	Wagner, Alex	cell phone reimburse	1	05/24/2021	50.00	105645
Total 3506:						50.00	
05/24/2021	17132	Timberline Properties Hom	plow 850 hathaway	1	05/14/2021	175.00	105186

Check Issue Date	Check Number	Name	Description	Seq	Invoice Date	Check Amount	GL Account
Total 3510:						175.00	
05/24/2021	17138	Graham, Donovan	cell phone reimburse	1	05/24/2021	50.00	105645
Total 3519:						50.00	
06/01/2021	17147	All Around the Peaks Prop	deep clean	1	05/31/2021	490.00	105085
Total 3535:						490.00	
06/01/2021	17148	Aspen Leaf Companies	parts	1	05/13/2021	127.84	105625
Total 3536:						127.84	
06/01/2021	17156	Phil Long Ford	ford 550	1	05/05/2021	172.50	105625
Total 3537:						172.50	
06/01/2021	17149	Assoc. of Idaho Cities	help wanted ad	1	05/26/2021	35.00	105070
Total 3538:						35.00	
Grand Totals:						112,458.86	

Report Criteria:

Detail report type printed

**BOARD OF TRUSTEES
TOWN OF FAIRPLAY**

IN RE: APPLICATION OF KB'S KAKERY AND DOROTHY'S TAMALES FOR A
HOTEL AND RESTAURANT RETAIL LIQUOR LICENSE

FINDINGS OF FACT, CONCLUSIONS AND ORDER

THE BOARD OF TRUSTEES OF THE TOWN OF FAIRPLAY, COLORADO, acting as the local liquor licensing authority, enters the following Findings of Fact, Conclusion and Order.

FINDINGS

1. This matter comes on for hearing upon the application of KB's Kakery and Dorothy's Tamales (the "Applicant") for a Hotel and Restaurant retail liquor license.
2. The application is complete and contains all the information required by the Colorado Liquor Code. The Board further finds that the Applicant, its officers and shareholders are of good moral character.
3. Notice of a public hearing on the application was given in the manner prescribed by C.R.S. § 12-47-302 and 311.
4. A public hearing was held on the application on May 17, 2021 at which the Applicant and all interested parties were allowed to present testimony and evidence regarding the application and particularly the criteria for issuance of a license set forth in C.R.S. § 12-47-312.
5. A background check was completed on Karen Bailey-Albers and Wayne Albers, Jr., Owners/Managers, 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 historic structures. Proof of possession of the premises has been provided.
6. 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 Hotel and Restaurant Liquor Licenses issued in the Town of Fairplay and this location has previously been the site of this same class of

license; therefore this license would not create an undue concentration of the same class of license, possibly increasing the need for law enforcement resources in Fairplay.

CONCLUSIONS

1. Based on the evidence adduced at the public hearing the Board concludes that the requirements set forth in the Colorado Liquor Code have been met.

2. The Board further concludes that there was persuasive evidence that the desires of the adult inhabitants of the neighborhood favor issuance of the license.

ORDER

Based on the Findings and Conclusions set forth above, the application for a Hotel and Restaurant retail liquor license is GRANTED.

DATED this 7th day of June, 2021.

Frank Just, Mayor

**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: June 1, 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 June 7, 2021. Notice of Public Hearing was published in the Fairplay Flume on Friday, May 28, 2021 and posted on the property on May 27, 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, June 7, 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: June 7, 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.

hereby notified that the covenants of the deed of trust have been violated as follows: Failure to pay principal and interest when due together with all other payments provided for in the evidence of debt secured by the deed of trust and other violations thereof.

THE LIEN FORECLOSED MAY NOT BE A FIRST LIEN.

The Southeast 1/4 of the Northwest 1/4, and the Southwest 1/4 of the Northwest 1/4 (also known as government Lot 2) of Section 31, Township 13 South, Range 74 West of the 6th P.M., County of Park, State of Colorado.

Also known by street and number as: 49 Leonardo Lane, Guffey, CO 80820.

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

NOTICE OF SALE

The current holder of the Evidence of Debt secured by the Deed of Trust, described herein, has filed Notice of Election and Demand for sale as provided by law and in said Deed of Trust.

THEREFORE, Notice is Hereby Given that I will at public auction, at 10:00 A.M. on Wednesday, 06/23/2021, at The Office of the Public Trustee, 856 Castello Ave. Suite 1206, Fairplay, CO 80440, sell to the highest and best bidder for cash, the said real property and all interest of the said Grantor(s), Grantor(s)' heirs and assigns therein, for the purpose of paying the indebtedness provided in said Evidence of Debt secured by the Deed of Trust, plus attorneys' fees, the expenses of sale and other items allowed by law, and will issue to the purchaser a Certificate of Purchase, all as provided by law.

IF THE SALE DATE IS CONTINUED TO A LATER DATE, THE DEADLINE TO FILE A NOTICE OF INTENT TO CURE BY THOSE PARTIES ENTITLED TO CURE MAY ALSO BE EXTENDED;

DATE: 02/22/2021

Michelle A. Miller, Public Trustee in and for the County of Park, State of Colorado
By: Amber L. Stolhand, Deputy Public Trustee

The name, address, business telephone number and bar registration number of the attorney(s) representing the legal holder of the indebtedness is:

Ed Hartshorn #25402
Hartshorn Law Office LLC PO Box 1502, 523 Main St, Fairplay, CO 80440 (719) 836-0100

Attorney File #

The Attorney above is acting as a debt collector and is attempting to collect a debt. Any information provided may be used for that purpose.

As published in the Park County Republican and Fairplay Flume

First Publication: Apr. 30, 2021

Last Publication: May 28, 2021

(2021-0002)

AMENDED SHERIFF'S COMBINED NOTICE OF SALE AND RIGHT TO CURE AND REDEEM

Plaintiff: WILDWOOD RECREATIONAL VILLAGE OWNERS ASSOCIATION, a Colorado non-profit corporation,

Defendants: BONNIE M. DUNHAM; REX MICHAEL DUNHAM; QUICKEN LOANS, INC.; AMBER STOLHAND AS PUBLIC TRUSTEE FOR PARK COUNTY; MICHELLE MILLER AS TREASURER FOR PARK COUNTY; UNKNOWN TENANT(S) IN POSSESSION.

Case Number: 2019CV030085

Under a Judgment and Decree of Foreclosure entered on June 26, 2020 in the

captioned as follows: failure to make payments on said indebtedness when the same were due and owing.

NOTICE OF SALE

THEREFORE, NOTICE IS HEREBY GIVEN that I will, at 10:00 o'clock A.M., on June 10, 2021, in the lobby of the Park County Sheriff's Office, located at 1180 County Road 16, Fairplay, CO 80440 sell to the highest and best bidder for cash, the said real property described above, and all interest of said Grantor and the heirs and assigns of said Grantor, for the purpose of paying the judgment amount entered herein, and will deliver to the purchaser a Certificate of Purchase, all as provided by law. Bidders are required to have cash or certified funds to cover the highest bid by noon on the day of the sale. Certified funds are payable to the Park County Sheriff's Office.

As published in the Park County Republican and Fairplay Flume on May 28, 2021
(AMENDED SHERIFF'S NOTICE)

NOTICE TO CREDITORS

Estate of MARLENE FRANCIS JONES, Deceased

Case Number: 2021PR30024

All persons having claims against the above named estate are required to present them to the personal representative or to the District Court of Park County, Colorado on or before September 21, 2021, or the claims may be forever barred.

/s/ Dennis A Kist
Dennis A. Kist, Esq.

PO Box 250

Hartsel, CO 80449

Telephone: (719)839-0934

Email: kistdennis@yahoo.com

Attorney for Personal Representative

Richard Earl Jones

As published in the Park County Republican and Fairplay Flume

First Publication: May 21, 2021

Last Publication: Jun. 4, 2021

(NOTICE TO CREDITORS)

NOTICE TO CREDITORS

Estate of Harold Leach, a/k/a Harold Dean Leach, Deceased

Case Number 2021-PR-30029

All persons having claims against the above named estate are required to present them to the personal representative or to District Court of Park County, Colorado on or before September 21, 2021, or the claims may be forever barred.

Ed Hartshorn

P.O. Box 1502

Fairplay, CO 80440

As published in the Park County Republican and Fairplay Flume

First Publication: May 21, 2021

Last Publication: Jun. 4, 2021

(NOTICE TO CREDITORS)

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, June 7, 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

Ranger, USDA Forest Service, South Park Ranger District, PO Box 219, Fairplay, CO 80440; Faxed to: 719-836-3875; or by hand delivery to the above address. Please call the office at 719-836-2031 before arriving during normal business hours (Mon - Fri, 8:00 a.m. to 4:30 p.m., excluding holidays). For additional information, contact Sheila Lamb, District Natural Resources Specialist at 719-836-2031 or sheila.lamb@usda.gov.

As published in the Park County Republican and Fairplay Flume on May 28, 2021
(OPPORTUNITY TO COMMENT)

PUBLIC NOTICE

OF PETITION FOR CHANGE OF NAME

Public Notice is given on February 26, 2021 that a Petition for a Change of Name of a Minor Child has been filed with the Park County Court.

The Petition requests that the name of Forest Grant Robinson be changed to Forest Sterling Robinson.

/s/ Rhiannon J. Kent

Clerk of Court/Deputy Clerk

As published in the Park County Republican and Fairplay Flume

First Publication: May 14, 2021

Last Publication: May 28, 2021

(PETITION FOR CHANGE OF NAME)

**TAX LIEN SALE NUMBER 2017-00250
NOTICE OF PURCHASE OF PROPERTY AT
TAX LIEN SALE AND OF APPLICATION
FOR ISSUANCE OF TREASURER'S DEED**

To Every Person in Actual Possession or Occupancy of the hereinafter Described Land, Lot or Premises, and to the Person in Whose Name the same was Taxed or Specially Assessed, and to all Persons having Interest of Title of Record in or to the said Premises and to Whom It May Concern, and more especially to: LILIANE DUSSERE and RENAUD ARNOUX-PROST and REESE INVESTMENT PROPERTIES INC

You and each of you are hereby notified that on the 10th day of November 2017, the then County Treasurer of Park County, in the State of Colorado, sold at public tax lien sale to REESE INVESTMENT PROPERTIES INC the following described property situate in the County of Park, State of Colorado, to-wit:

Schedule Number: 9201

Legal Description: HARTSEL RANCH

UNIT 076 LOT 3867

and said County Treasurer issued a certificate of purchase therefore to REESE INVESTMENT PROPERTIES INC.

That said tax lien sale was made to satisfy the delinquent property (and special assessment) taxes assessed against said property for the year 2016;

That said property was taxed or specially assessed in the name(s) of LILIANE DUSSERE and RENAUD ARNOUX-PROST for said year 2016;

That said REESE INVESTMENT PROPERTIES INC on the 12th day of May 2021, the present holder of said certificate (who) has made request upon the Treasurer of said County for a deed to said property;

That a Treasurer's Deed will be issued for said property to REESE INVESTMENT PROPERTIES INC at 2:00 o'clock p.m., on the 21st day of September 2021 unless the same has been redeemed;

Said property may be redeemed from said sale at any time prior to the actual execution of said Treasurer's Deed.

Witness my hand this 20th day of May 2021

Michelle A. Miller

**Park County Sheriff's Office
P.O. Box 219
Fairplay, CO 80440
719-836-2031
Sheriff's Office
Week of May**

The Park County Sheriff's Office reports an Accident/Miscellaneous call, 17 and 13 calls, 13 Motor Vehicle calls, 7 Driver calls, 7 eight welfare calls, Miscellaneous calls. The total calls to 439 with 11 arrests:

Brandi Mar
Florissant v

colorado
ASSOCIATION
To place
newspaper
call Colo

AT&T TV - The Best of All Your Favorite CHOICE Package, \$ for 12 months. Pre No Charge for Anytime, A Some restrictions apply, w/2 in 2nd year. Regional sports Fee

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Go News

AFFIDAVIT

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

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

Public Hearing before the Town Board on June 7, 2021.

Date of Posting: 5/27/2021

Date of Affidavit: 5/27/2021

Chris Bannister

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
South Park Cigars, LLC FEIN Number 84-4535057

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
South Park Cigars, LLC 94632740 9704851828

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
579 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..... <u>waived</u>\$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
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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	<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
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*** 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 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 <i>South Park Cigars</i>	Type of License <i>Tavern</i>	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 checked="" type="checkbox"/>		
Waiver by local ordinance? <input checked="" type="checkbox"/>		or <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 checked="" type="checkbox"/> <input type="checkbox"/>		
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord <i>Donald L. Pike II</i>	Tenant <i>South Park Cigars, LLC</i>	Expires <i>7/1/22</i>		
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
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)		<input type="text"/>		
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If "yes" a copy of license must be attached.				

Name <i>South Park Cigars</i>	Type of License <i>Tavern</i>	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?				
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 a 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
<i>William a Pike</i>	<i>440 Witcher Ln Fairplay, CO</i>	<i>3/17/70</i>	<i>Manager</i>	<i>91</i>
Name	Home Address, City & State	DOB	Position	%Owned
<i>Don Pike</i>	<i>3912 Octagon Rn Alamosa</i>	<i>8/17/68</i>	<i>Manager</i>	<i>9</i>
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 <u>4/5/21</u> <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 > 10,0000?	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 < 10,0000?	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.

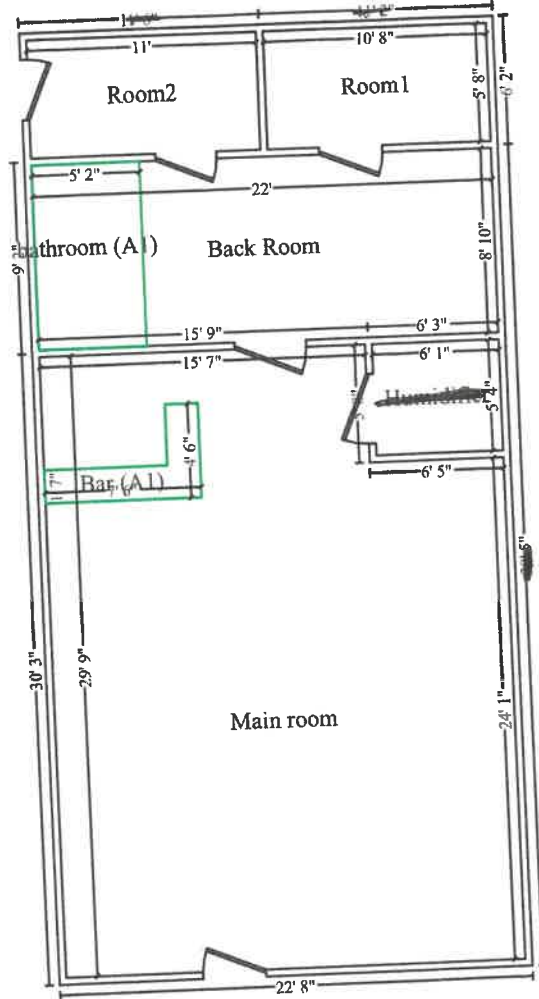
By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, 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 <u>William A. Pike</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>William 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
519 Main Street
Fair Play Colorado 80940

See Draw

2/9/21 JWS

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 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).

Initials DP SP
Landlord Tenant

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.

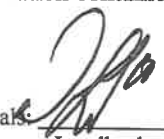
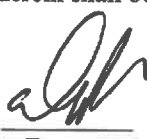
13. **Parking:** Tenant and its employees and invitees shall at all times park on Main Street or in the lot adjacent to property; provided, however, Tenant, its employees and invitees are not permitted to use the parking spaces located in the alleyway, which such spaces are for the use of Landlord and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

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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.

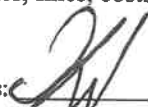
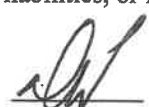
b. **Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage 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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Landlord Tenant

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.

Initials  
Landlord Tenant

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.

Initials
Landlord Tenant

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.

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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.

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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



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

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E11186232020-0
Secretary of State State Of Nevada	Filing Number 20201118622
	Filed On 12/22/2020 3:07:00 PM
	Number of Pages 2



050106

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: <small>(must contain approved limited-liability company wording; see instructions)</small>	SOUTH PARK CIGARS, LLC	<table border="0" style="width: 100%;"> <tr> <td style="text-align: center;">Check box if a Series Limited- Liability Company</td> <td style="text-align: center;">Check box if a Restricted Limited- Liability Company</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Check box if a Series Limited- Liability Company	Check box if a Restricted Limited- Liability Company	<input type="checkbox"/>	<input type="checkbox"/>																				
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2. Registered Agent for Service of Process: <small>(check only one box)</small>	<table border="0" style="width: 100%;"> <tr> <td><input type="checkbox"/> Commercial Registered Agent:</td> <td colspan="2"></td> </tr> <tr> <td><input checked="" type="checkbox"/> Noncommercial Registered Agent <small>(name and address below)</small></td> <td style="text-align: center;">OR</td> <td><input type="checkbox"/> Office or Position with Entity <small>(name and address below)</small></td> </tr> <tr> <td colspan="3"> Name Dennis Nelson </td> </tr> <tr> <td colspan="3"> Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity 5550 Painted Mirage Road, STE 320 </td> </tr> <tr> <td>Street Address</td> <td style="text-align: center;">Las Vegas City</td> <td style="text-align: center;">Nevada 89149 State Zip Code</td> </tr> <tr> <td>Mailing Address (if different from street address)</td> <td style="text-align: center;">City</td> <td style="text-align: center;">Nevada Zip Code</td> </tr> </table>		<input type="checkbox"/> Commercial Registered Agent:			<input checked="" type="checkbox"/> Noncommercial Registered Agent <small>(name and address below)</small>	OR	<input type="checkbox"/> Office or Position with Entity <small>(name and address below)</small>	Name Dennis Nelson			Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity 5550 Painted Mirage Road, STE 320			Street Address	Las Vegas City	Nevada 89149 State Zip Code	Mailing Address (if different from street address)	City	Nevada Zip Code						
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3. Dissolution Date: <small>(optional)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual):																									
4. Management: <small>(required)</small>	Company shall be managed by: <input checked="" type="checkbox"/> Manager(s) OR <input type="checkbox"/> Member(s) <small>(check only one box)</small>																									
5. Name and Address of each Manager or Managing Member: <small>(attach additional page if more than 3)</small>	<table border="0" style="width: 100%;"> <tr> <td colspan="4">1) Donald L. Pike II Name</td> </tr> <tr> <td>3912 Octagon Road Street Address</td> <td style="text-align: center;">North Las Vegas City</td> <td style="text-align: center;">NV State</td> <td style="text-align: center;">89030 Zip Code</td> </tr> <tr> <td colspan="4">2) Name</td> </tr> <tr> <td>Street Address</td> <td style="text-align: center;">City</td> <td style="text-align: center;">State</td> <td style="text-align: center;">Zip Code</td> </tr> <tr> <td colspan="4">3) Name</td> </tr> <tr> <td>Street Address</td> <td style="text-align: center;">City</td> <td style="text-align: center;">State</td> <td style="text-align: center;">Zip Code</td> </tr> </table>		1) Donald L. Pike II Name				3912 Octagon Road Street Address	North Las Vegas City	NV State	89030 Zip Code	2) Name				Street Address	City	State	Zip Code	3) Name				Street Address	City	State	Zip Code
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6. Name, Address and Signature of Organizer: <small>(attach additional page if more than 1 organizer)</small>	<table border="0" style="width: 100%;"> <tr> <td colspan="4">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 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</td> </tr> <tr> <td colspan="4">Donald L. Pike II Name</td> </tr> <tr> <td colspan="4" style="text-align: right;"><i>Donald L. Pike II</i> Organizer Signature</td> </tr> <tr> <td>3912 Octagon Road Address</td> <td style="text-align: center;">North Las Vegas City</td> <td style="text-align: center;">NV State</td> <td style="text-align: center;">89030 Zip Code</td> </tr> </table>		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 239.330, 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				<i>Donald L. Pike II</i> Organizer Signature				3912 Octagon Road Address	North Las Vegas City	NV State	89030 Zip Code								
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<i>Donald L. Pike II</i> Organizer Signature																										
3912 Octagon Road Address	North Las Vegas City	NV State	89030 Zip Code																							
7. Certificate of Acceptance of Appointment of Registered Agent:	<table border="0" style="width: 100%;"> <tr> <td colspan="2">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.</td> </tr> <tr> <td style="text-align: center;"><i>[Signature]</i> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity</td> <td style="text-align: center;">12/4/2020 Date</td> </tr> </table>		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.		<i>[Signature]</i> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity	12/4/2020 Date																				
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.																										
<i>[Signature]</i> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity	12/4/2020 Date																									

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 D.L.L.C.
 Articles Revised: 9-28-17



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 W. A. Pike
 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

94-177/1224
2132
CHECK
PAYEE'S ACCOUNT

2/2/2021

PAY TO THE
ORDER OF

Town of Fairplay, Colorado

\$ **1,075.00

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

DOLLARS

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

AUTHORIZED SIGNATURE

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

⑆002590⑆ ⑆12240178⑆ 8011749739⑆

MEMO

F39

Photo Safe Deposit
Details on Back.



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Kim Wittbrodt
RE: 2020 Audit
DATE: June 7, 2021

Agenda Item: Presentation of 2020 Audit

Tim Mayberry with Mayberry & Co. will be presenting the Town of Fairplay 2020 audit. The audit is due to the State Auditor by July 31.

I emailed the audit to you last Thursday.

Please contact me over the weekend with any questions you have so I may have the answers ready for you on Monday.

Recommended Action: Motion to accept the 2020 Town of Fairplay audit. This will require a second and a voice vote.



MEMORANDUM

TO: Mayor and Board of Trustees

FROM: Kim Wittbrodt, Treasurer

RE: Resolution Approving PIIP Agreement with Kathy Reeves

DATE: June 1, 2021

Agenda Item: Resolution for PIIP Agreement

This resolution approves an agreement with Kathy Reeves for the 791 Hathaway Exterior Project. Staff has reviewed this application and found it in compliance with the PIIP rules and regulations.

This application is for \$400.00 to go towards replacing the siding and three shutters, and painting the fence and fascia. The property taxes paid for this property over the last five years is \$400.00. The estimate for the work is \$2,353.00. You have \$5,720.00 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. 2021-14

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 KATHY REEVES FOR THE 791 HATHAWAY EXTERIOR 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 Kathy Reeves 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 7th day of June, 2021.

TOWN OF FAIRPLAY, COLORADO

(Seal)

Frank Just, Mayor

ATTEST:

Tina Darrah, Town Clerk

**PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT
(791 HATHAWAY PROJECT)**

THIS PROPERTY IMPROVEMENT INCENTIVE PROGRAM AGREEMENT (791 Hathaway Exterior Project) (hereafter referred to as the "791 Hathaway Exterior Project PIIP Agreement") is made and executed this 7th day of June, 2021, by and between the TOWN OF FAIRPLAY, COLORADO, a Colorado statutory municipal corporation, (hereafter referred to as the "Town"), and Kathy Reeves (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 791 Hathaway Street, (the "Property"); and

WHEREAS, the Owner proposes to improve the Property by replacing siding and shutters, and painting the fence and fascia, 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 Trustees 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 Two Thousand Three Hundred Fifty Three Dollars (\$2,353.00).

4. **Contractor.** The contractor performing the work is the homeowner.

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 Four Hundred Dollars (\$400.00) 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 Treasurer
Town of Fairplay
PO Box 267
Fairplay, CO 80440

To the Owner: Kathy Reeves
P.O. Box 104
Fairplay, CO 80440

EXECUTED the day and year first above-written.

THE TOWN OF FAIRPLAY, COLORADO

Frank Just, Mayor

Tina Darrah, Town Clerk

OWNER:

Kathy Reeves



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Tina Darrah, Town Clerk
RE: Community Garden Lease and Management Agreement
DATE: June 3, 2021

This resolution approves a Community Garden Lease and Management Agreement as drafted by Town Attorney Wisor. The lease was sent to both the Community Garden Group and the Pershing's for review and approval. Both parties have agreed to the lease terms.

Pete Lynn plans to be at the meeting to update the Board on the Community Garden efforts. I am including the plan that was put together by the group for your information.

Staff recommends approval of the lease and management agreement.

This will require a motion, second and roll call vote.

RESOLUTION NO. 15
(Series of 2021)

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF FAIRPLAY, COLORADO APPROVING A LEASE AND MANAGEMENT AGREEMENT BETWEEN KEITH AND VIVIAN PERSHING AND THE TOWN ON BEHALF OF THE FAIRPLAY COMMUNITY GARDEN GROUP.

WHEREAS, the Pershing's, the Community Garden Group and the Town intend to work together to develop, manage and enhance the property at 600 Front Street via creation of a Community Garden, and

WHEREAS, the Board of Trustees has determined that it is in the best interest of the Citizens of Fairplay to participate in the development of a Community Garden via this lease and management, and

WHEREAS, all parties have agreed to the terms of this lease.

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

RESOLVED, APPROVED, AND ADOPTED this ____ day of _____, 2021.

Town of Fairplay

(Seal)

By: _____
Mayor

ATTEST:

Town Clerk

COMMUNITY GARDEN LEASE AND MANAGEMENT AGREEMENT

This Lease Agreement ("Lease") is entered into this ____ day of _____, 2021, between Vivian and Keith Pershing, owners of property located at 600 Front St., Fairplay, CO, ("Owners"), and the Town of Fairplay, statutory town and political subdivision of the State of Colorado ("Town"), on behalf of the Fairplay Community Garden Group ("FCGG"), collectively referred to as "the Parties".

WHEREAS, the parties intend to work together to manage and enhance the Fairplay Community Garden ("Garden"), at 600 Front St., Fairplay, Colorado, 80440; and

WHEREAS, the Owners have real property situated at 600 Front St., Fairplay, CO ("Premises"); and

WHEREAS, the parties desire to enter this Lease for the purpose of constructing the Fairplay Community Garden ("Garden"); and

WHEREAS, the lease of the Premises is made for a term, at the rate and pursuant to the covenants, terms, conditions, and other stipulations set forth in this Lease.

NOW, THEREFORE, it is agreed as follows:

- I. Authority. The Town is authorized to enter into this Lease pursuant to §31-15-101(1)(a) C.R.S. §31-16-10(1)(a) and (c) and 31-15-801, C.R.S.
- II. Premises and Terms.
 1. Lease of Premises. Owners hereby leases to the Town, and the Town hereby leases from Owners, a parcel of partially developed land for the purposes of a community garden to be maintained and managed by the FCGG.
 2. Term. The term of this Lease shall be for five (5) years commencing on the first day of the month following the month during which the Town of Fairplay, by majority vote, ratify renewing this Lease, (the "Commencement Date") and terminating five (5) years after the Commencement Date, unless sooner terminated as provided below.
 3. Rent. The Town shall pay to Owners the sum of five hundred dollars (\$500.00) per month as lease payment for use of the Premises.
 4. Permitted Use. The Town may use the Premises for a community garden, to be managed by the FCGG and for related events that the Town determines in its sole discretion are in the public interest and having a nexus to the FCGG. The Town may have a pecuniary interest in such events. The Owners may not interfere in the quiet enjoyment and use of the Premises for its intended purpose. The Town, by and through the FCGG, reserves the right to install improvements not inconsistent with the Town's uses, including without limitation, gazebos, fountains, drip lines, garden boxes, storage shed(s), and overhead entrance(s) or

other signs in a manner consistent with Town ordinances.

a. With respect to the Town's use for a community garden, it is agreed that the FCGG is in exclusive possession and control of the Premises and that the FCGG is solely responsible for managing, supervising, and monitoring all aspects of such gardening activities and events, including but not limited to the conditions of the Premises and any and all safety guidelines, rules, or recommendations related to such gardening activities and events. It being agreed that the Owners have no duty whatsoever with respect to such recreational activities and events and specifically no duty whatsoever pertaining to the conditions of the Premises nor any safety guidelines, rules, or recommendations related to such gardening activities and events, including but not limited to irrigation, management of plants, weed control, and permitting of signage and other improvements.

III. Insurance. The Town shall provide insurance, either through its insurance carrier, CIRSA, or by a third-party insurer in amounts and with coverage determined by the Town to be in the Town's best interests. The Town shall name Owners and FCGG as an "also insured" in any CIRSA or third-party insurance policy purchased by the Town or by any person or entity using the Garden from which the Town requires third-party insurance. Owners shall provide to the Town a certificate of insurance naming the Town as an "also insured", in amounts agreeable to both the Town and Owners, only during periods of time and events that Owners use the Premises for its own purposes and in its sole discretion. The Town and Owners recognize and agree that this Agreement qualifies and extends liability limits to Owners as private landowner as described in C.R.S. §33-41-103, Parks and Wildlife, Limitations on Landowner's Liability.

IV. Indemnification. The Town shall indemnify, defend and hold Owners harmless from and against any and all claims, actions, liability, costs, expenses and damages of every kind and nature, including reasonable attorney's fees arising from the Town's use and occupancy of the Premises in all circumstances. In accordance with C.R.S. §33-41-103(d), Owners and the Town recognize that Owners are a private landowner and shall not be liable for any and all claims, actions, liability, costs, expenses and damages of any kind and nature, including reasonable attorney's fees arising from the Town's or the FCGG's management of the land or portion thereof which is used for recreational purposes as defined by the referenced statute. Owners shall indemnify, defend and hold the Town harmless from and against any and all claims, actions, liability, costs, expenses, and damages, including reasonable attorney's fees arising from acts of negligence by Owners during periods of time that Owners use the Premises for its own purposes in its sole discretion.

V. Construction/Improvements. The Town and/or FCGG may, but need not, improve the Premises as the Town deems necessary to make the Garden suitable for its intended usage. Such improvements may include, but are not limited to, leveling areas of the Premises, sodding areas of Premises, installing water lines, electric utilities, water sprinkler systems, fencing and security apparatus. In the event the Town or FCGG uses contractors and laborers for such improvements, the Town shall indemnify Owners for

any mechanic's liens or other encumbrances placed on the Premises by virtue of such construction or improvement. Improvements made and paid for by the Town or FCGG shall remain with the Premises upon termination of this Lease, unless the Town or FCGG can remove such improvements without causing undue damage to the Premises.

- VI. Maintenance/ Repairs. The FCGG shall be responsible for all general maintenance of the Garden, the parking areas, and fencing of the Garden. Such maintenance shall include, but not be limited to, maintaining, flower beds, planting areas, trails and areas of natural flora, and shall include, but not be limited to, mowing, weeding, planting, feeding, aerating, fertilizing, replacing sprinkler system parts, and other minor repairs and maintaining such areas as is necessary or agreed upon by the parties. Owners shall be responsible for the maintenance and repairs of all areas of the Garden FCGG.
- VII. Assignment/Sublet. This Lease shall not be assigned to any third party without the written consent of the other party.
- VIII. Utility Expenses. Arranging for, maintaining and paying for all Water and Electrical service to the Garden shall solely be the responsibility of the Town.
- IX. Access/Environmental. Owners shall have unrestricted access to the Premises for the purpose of inspecting the same. No hazardous material, as defined by any state, federal or local ordinance or law, shall be permitted on or near the Premises, unless such hazardous material is authorized by law and used for the purposes for which was intended.
- X. Early Termination. The Town reserves the right to terminate this Lease at any time by giving Owners 30-days' written notice of its termination. Owners reserve the right to terminate this Lease at any time by giving the Town 30-days' written notice of its termination.
- XI. Surrender/Subordination. The Town shall surrender the Premises in good condition and repair upon termination of this Lease as contemplated herein. The Town agrees that this Lease is subordinate to any encumbrances which may attach to the Premises, and shall abide by and cooperate with any reasonable alterations to this lease necessary to satisfy such encumbrances, including but not limited to, early termination of this Lease.
- XII. General Provisions,
 - 1. Relationship: The parties agree that no relationship between the parties exists or is intended to be created under this Lease other than Lessor/Lessee.
 - 2. Binding Effect: The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit not only to the parties, but to their respective successors in interest, and assigns.
 - 3. Severability: Any unenforceable provisions contained herein shall not exclude or negate any other provisions contained herein,

4. Governing Law: The parties agree that this lease shall be governed by the laws of the State of Colorado.
5. Amendments: All amendments to this document shall be in writing and signed by authorized representatives of that party.

XIII. Management of the Garden

1. A Steering Committee, consisting of members of the Town Board and staff or their designee, Owners or their designee, and representatives of the FCGG and other partner organizations as necessary, shall serve as an advisory committee to the Town and FCGG, overseeing all activities and projects related to the Garden. No organization shall have a majority of members on the steering committee.
2. The roles and responsibilities of the Town shall include lessee, manager, and event approval.
3. The roles and responsibilities of the FCGG shall include all regular maintenance and event management as approved by the Town.
 - a. The roles and responsibilities of Owners shall include landownership, lessor, and manager of improvements and enhancements on their property unrelated to FCGG improvements. Enhancement means the creation, construction, renovation or additions to any Garden amenities beyond what already exists. Notwithstanding, Owner shall have no responsibility or authority over the FCGG improvements.
4. Revenues generated from Town-sponsored activities in the Garden, if any, shall be the sole property of the Town. FCGG revenues shall be expended at the discretion of FCGG

XIV. Taxes. Owner shall be solely responsible for all property and related taxes applicable to the Property. FCGG shall properly pay all sales, use or other taxes related to FCGG operations, and shall take no action resulting in a lien or other encumbrance being placed on the Premises.

IN WITNESS WHEREOF, the Parties, intending to legally bind themselves, have set their hands on the date first written above.

OWNERS, VIVIAN AND KEITH PERSHING

By: _____
Vivian Pershing, Owner

By: _____
Keith Pershing, Owner

STATE OF COLORADO
 } ss.
COUNTY OF PARK

The foregoing instrument was acknowledged before me this ___ day of _____
2021, by Vivian and Keith Pershing, Owners of the Premises. Witness my hand and official seal.

My Commission Expires:

Notary Public

TOWN OF FAIRPLAY

By: _____
Frank Just, Mayor

STATE OF COLORADO
 } ss.
COUNTY OF PARK

The foregoing instrument was acknowledged before me this ___ day of _____
2021, by _____, Mayor of Fairplay, Colorado. Witness my hand and
official seal.

My Commission Expires:

Notary Public

FCGG

By: _____
Peter Lynn, President

STATE OF COLORADO

}ss.

COUNTY OF PARK

The foregoing instrument was acknowledged before me this ____ day of _____
2021, by Peter Lynn, President of FCGG. Witness my hand and official seal.

My Commission Expires:

Notary Public



FAIRPLAY COMMUNITY GARDEN

Town of Fairplay & Park County Government



MISSION

To provide locally sourced produce, high-altitude gardening education, community involvement, and sustainability to Fairplay and Park County

Fairplay Community Garden Committee

Jennie Danner, Tina Darrah, Barbie Garnett, Brian Lilly, Pete Lynn, Tracey Mackey, Vivian & Keith Pershing



Mission: *To provide locally sourced produce, high-altitude gardening education, community involvement, and sustainability to Fairplay and Park County*

From:

Fairplay Community Garden Group
600 Front St.
Fairplay, CO, 80440

To:

Fairplay Town Council
961 Main St.
Fairplay, CO, 80440

Subject: *Proposed Plan for Entering into Lease Agreement on 600 Front St., Fairplay, CO*

Background

This proposal provides an outline for Vivian and Keith Pershing and the Town of Fairplay as to how the Fairplay Community Garden Group could use Pershing's property at 600 Front Street in Fairplay, Colorado. This proposal was requested for submittal by the Town of Fairplay to ensure all concerned parties are aware of the ways the land could potentially be used prior to entering into a lease agreement with Vivian and Keith Pershing.

Land Use Plan (Three Phases)

To set attainable and achievable goals for the Fairplay Community Garden, our group will use a phased approach for developing the community garden. This phased approach will occur over a time span of three to five years.

Phase One (Summer 2021 – Winter 2022)

The first phase will begin in Summer 2021 and allows all parties involved the ability to assess long term feasibility, continued interest, and commitment to the Fairplay Community Garden. Items to consider during Phase One include public announcements, promotions, fund raising, grant writing, cleaning and clearing of the property, garden bed construction, and sourcing of materials.

Initial work efforts will concentrate on the west and south areas of the property. Room will be made for the construction of basic garden beds, repositioning existing garden beds, transplanting existing plants that Vivian and Keith want to keep on property, and possibly moving the existing sign or creating a new sign. The Fairplay Community Garden Group requests the use of Mayor Frank Just's skid steer loader for leveling/grading operations. We also request use of the Town's single axle dump truck to remove debris and slash for the initial preparation of the property.

After cleanup, acquisition of materials for construction of garden beds and walkways will begin. We will acquire sufficient base soils, growing mediums, soil amendments, materials for irrigation system

construction, seeds, ornamentals, and transplants for the first growing season. We will inquire with the Town and County for said materials. Donation is ideal for these materials.

The Fairplay Community Garden Group will coordinate one or several community volunteer workdays to help with Phase One efforts.

The Fairplay Community Garden Group has been, and will continue to, work closely with the Colorado State University Park County Extension. These efforts will continue in Phase One. Our point of contact, Barbie Garnett, has a plan for a Park County Greenhouse project (see attachment 3). The idea with this collaboration is to join forces with Colorado State University to share resources, knowledge, and financial opportunities.

The CSU Park County Extension master gardeners will begin offering gardening-based educational classes. Virtual and hands on classes will be developed to support the community gardening effort, engage the community, and promote the community garden program. Some class ideas include seed starting, garden bed layout ideas, season extension, high altitude planting, and noxious weed education.

Phase Two (Winter 2022 – Summer 2022)

Phase Two would begin with a realistic evaluation of the existing shed/structure on the property. More than likely, we'll request that the structure be cleared of any items the Pershing's would like to keep and then evaluate whether or not the structure should be rehabilitated or torn down. If the structure is removed, we would suggest building a new farm stand/garden workshop. Additionally, we would like to build a medium-large greenhouse on the northeast corner of the property to grow temperature sensitive produce.

Phase Two could introduce a seasonally consistent retail space to provide fresh produce to the local community, food banks, Senior Center, etc. Proceeds would go back into the community and also pay for maintenance/upgrades to the community garden.

Another big Phase Two project would be to begin fencing/gating the property, and additionally, we'd like to see power installed on the property.

Phase Three (Summer 2022 and Beyond)

Phase Three and beyond would bring the vision of creating a more self-reliant, locally sourced, supplemental fresh food program to Fairplay and Park County as a whole. Depending on funding sources and volunteer efforts, a large greenhouse complex could be constructed and we could use Park County/CSU kitchens for food preparation classes and community events. Coordination with local and regional ranchers and farmers could be possible to enable sales of livestock and produce directly to the local population, creating a robust local economy. Phase Three will also see continued maintenance and improvements, and the addition of geodesic dome style greenhouses to the Front Street property.

Thank you,

Members of the Fairplay Community Garden Group

Attachment 1 – Primary Land Use Plan (Not to scale)

6th St

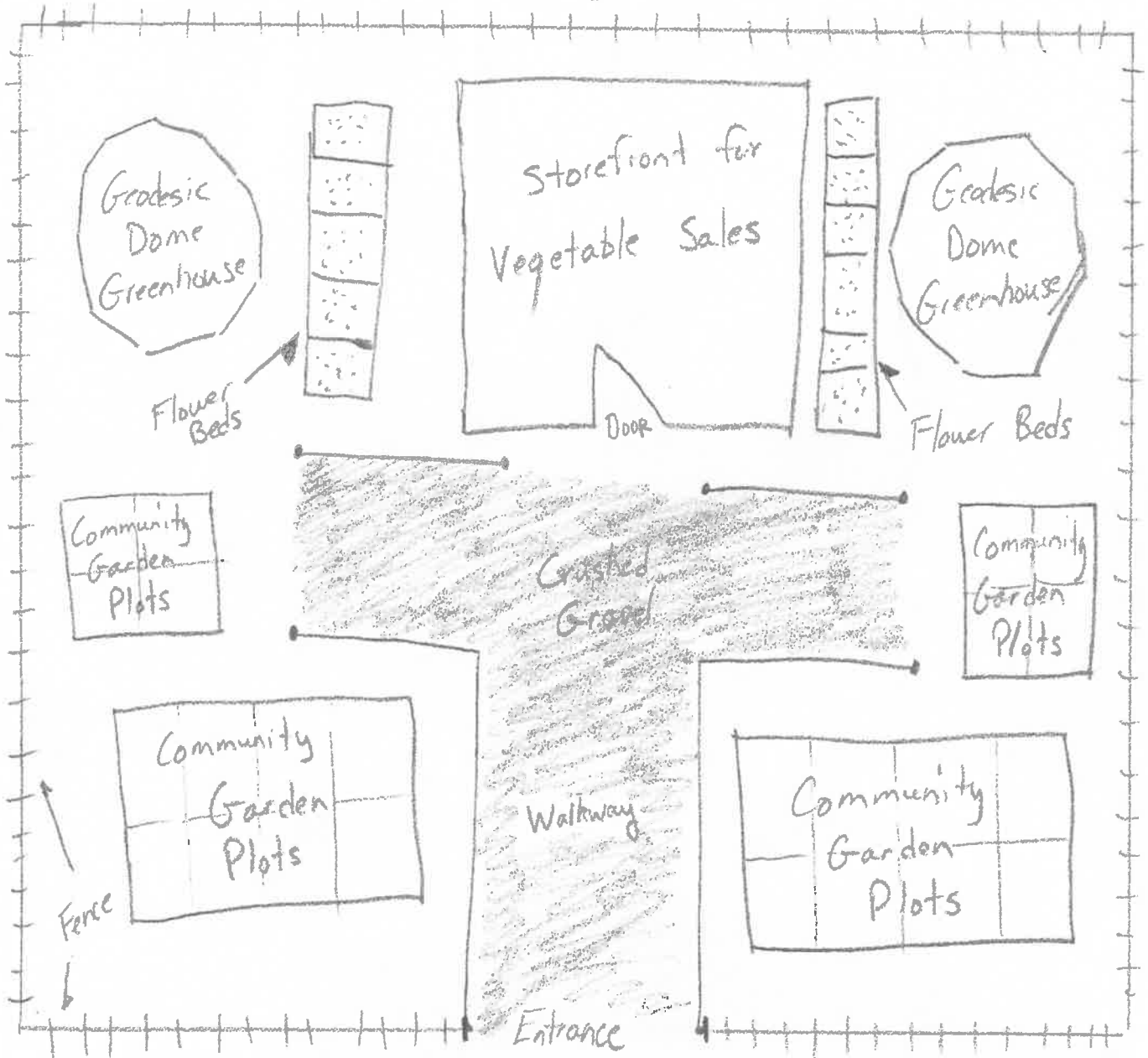
Fairplay Community Garden

Alley



Front St

FAIRPLAY COMMUNITY GARDEN PROTOTYPE





PARK COUNTY
COLORADO STATE UNIVERSITY
EXTENSION

5-Goals of the Park County Greenhouse Project

Connecting CSU to Park County

Partnering with different departments through CSU will help bring new cutting edge technology to the people of Park County. Education in Business Management, Ag Tourism, effective produce production practices, mental health, disaster management, greenhouse education and design, etc.

Bring the Community Together

Create a large greenhouse complex to help bring the Park County community together to enhance and promote our local food production, and bring fresh local produce to the community.

Job Growth

A few different positions will be needed for the program. Greenhouse Specialist will manage the day to day gardening and educational operations. Ag Center Director will be in charge of creating designated drop off locations, managing the website orders, and relationship development with the local farmers. Delivery Drivers dedicated to delivering the packed boxes to the consumers on scheduled community days. Ag Tourism Coordinator creating local opportunities to develop our relationships with Ag producers and the community.

Social Gardening Experience

The goal of social gardening and bringing our community together. With Park County's harsh climate, high altitude gardening can be extremely difficult. What could be more beneficial than learning together as a group from each other, as well as developing friendships throughout the community? These plots will be asked to donate a portion of their produce to the senior resource center or WIC programs.

Horticulture Therapy

A Greenhouse will be designed specifically for horticulture therapy to improve mental health in Park County. Increasing the cognitive abilities, task initiation, learning new skills, language skills, as well as many physical rehabilitative benefits.



MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Bo Schlunsen, Police Chief
RE: patrol car
DATE: 3 June, 2021

Sheriff Tom McGraw has offered the Fairplay Police Department a 2019 Chevrolet Tahoe SST, fully equipped, for \$25,000. The vehicle is in great shape. There are 88,000 miles on it – mostly highway due to the Deputy using it living in Denver. The only costs we would have over and above the \$25,000 would be for our graphics and a wrap job, estimated at \$8,500. The \$25,000 cost is less than half of what our 2020 Tahoe cost with the upfitting. We should be able to sell the old patrol vehicle for a few thousand dollars.

This vehicle would replace our 2010 Tahoe which has 98K miles and is wearing out.

The Internal Service Fund contains well over \$300,000.



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Public Works Director

RE: Staff Report

DATE: June 2, 2021

We have been working with the weather in regards to prepping for the 2021 Summer season! I am very happy to report that the Public Works crew has done a great job in ensuring that public spaces are ready for use this summer. The sidewalks on Main Street have been swept and will be swept regularly. The Beach was prepped prior to the restock of the reservoir and the crew is currently working to rehab a number of picnic tables there and at Cohen Park. Donovan has also been in direct communication with the youth baseball coach regarding the needs at the Ballfields and has ensured those are met to the best of our ability. The crew has also been focusing on potholes of which they get some fixed nearly every day.

In terms of bigger projects, Pavement Maintenance Services will begin paving in late June/Early July and staff is working on several development applications including those from Habitat for Humanity and the Middle Fork RV Park. Lastly, staff is working to get an RFP out for our infiltration gallery project.

I am happy to answer any questions you may have.



MEMORANDUM

TO: Town of Fairplay Board of Trustees

FROM: Mason Green, Public Works Director

RE: Worksession: Cohen Park Playground Project 2021

DATE: June 2, 2021

We received two proposals back for our 2021 Cohen Park Project, one from Star Playgrounds and one from PlayWell. The purpose of this worksession is to provide an opportunity to discuss the proposals offered by each company and select a firm to undertake this project. Additionally, staff is looking for direction in regards to features to present at a community open-house in order to both get community input on the project and also to satisfy the requirements of the Colorado Health Foundation Grant.