



REGULAR MEETING AGENDA

City of Black Hawk City Council
211 Church Street, Black Hawk, CO

September 23, 2015
3:00 p.m.

RINGING OF THE BELL:

1. CALL TO ORDER:
2. ROLL CALL & PLEDGE OF ALLEGIANCE:
3. ADENDA CHANGES:
4. CONFLICTS OF INTEREST: (Council disclosures are on file w/City Clerk & Sec. of State)
5. INTRODUCTION OF NEW EMPLOYEE: Alan Azar, Fire Inspector
6. PUBLIC COMMENT: *Please limit comments to 5 minutes*
7. APPROVAL OF MINUTES: September 9, 2015
8. PUBLIC HEARINGS:
 - A. CB22, An Ordinance Approving Certain City of Black Hawk Fire Department Standard Operating Guidelines
 - B. Local Liquor License Authority Consideration of a New Beer and Wine Liquor License for Chicago Dogs Eatery, Inc. dba Chicago Dogs Eatery, 444 Main Street
9. ACTION ITEMS:
 - C. Local Liquor Authority Consideration of the Certification of a Promotional Association and Common Consumption Area for the Monarch Promotional Association, Inc.
 - D. Resolution 65, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Sharing Agency (CIRSA) for 2016 Property Casualty Coverage
 - E. Resolution 66, A Resolution Ratifying the Professional Services Agreement with A Smart Elevator Solution, LLC for Elevator Inspection Services
 - F. Resolution 67, A Resolution Ratifying the Professional Services Agreement with A Smart Elevator Solution, LLC in an amount Not To Exceed \$10,760.00
10. CITY MANAGER REPORTS: Staff Report - Response to Mountain Mocha Café
11. CITY ATTORNEY:
12. EXECUTIVE SESSION:
13. ADJOURNMENT:

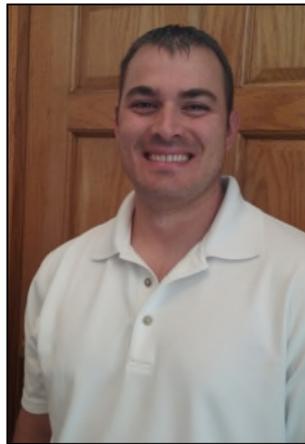
MISSION STATEMENT

The mission of the City of Black Hawk is to progressively provide cost effective programs and services of the highest quality to the community.



BLACK HAWK ®

CITY OF BLACK HAWK NEW EMPLOYEE INTRODUCTION



ALAN AZAR **FIRE INSPECTOR**

Fire Inspectors conduct life safety fire inspections designed to identify, reduce and ultimately eliminate potential hazards that exist in facilities to help enhance public safety

Originally from Texas, I currently reside in Denver with my girlfriend and our 2 dogs and 2 cats.

The majority of my career has been spent working in various countries providing fire and emergency services for U.S. military, contractors and coalition forces

Various Department of Defense Fire & Emergency Services Certifications

Various rank and positions held from Fire Fighter to Station Captain

Associates Degree in Fire Science & Sig Sigma Green Belt



**City of Black Hawk
City Council**

September 9, 2015

MEETING MINUTES

There was no bell ringer for today's meeting.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, September 9, 2015, at 3:00 p.m. by Mayor Spellman.

2. **ROLL CALL:** Present were: Mayor Spellman, Aldermen Bennett, Johnson, Moates, Midcap, and Armbright.

Absent: Alderman Torres.

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Lieutenant Jantz, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Public Works Director Isbester, Fire Chief Taylor, Community Planning and Development Administrator Linker, and Deputy City Clerk Martin.

- PLEDGE OF ALLEGIANCE:** Mayor Spellman led the meeting in the recitation of the Pledge of Allegiance.

3. **AGENDA CHANGES:** Deputy City Clerk Martin confirmed there were no changes to the agenda.

4. **CONFLICTS OF INTEREST:** City Attorney Hoffmann asked Council to declare any Conflicts of Interest on any issue appearing on the agenda this afternoon other than those previous disclosures and conflicts that have already been disclosed and are on file with the City Clerk and Secretary of State. There were no conflicts noted from City Council.

City Attorney Hoffmann asked the audience if there were any objections to any member of Council voting on any issue on the agenda this afternoon. The audience had no objections.

5. **PUBLIC COMMENTS:** Deputy City Clerk Martin confirmed that no one had signed up to speak.

6. APPROVAL OF
MINUTES

August 26, 2015.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Moates to approve the Minutes as presented, noting Alderman Armbricht's abstention.

MOTION PASSED

There was no discussion and the motion passed unanimously.

7. PUBLIC HEARINGS:

A. CB 21, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the City and County of Denver Regarding the Urban Area Security Initiative (UASI)

Mayor Spellman read the title and opened the public hearing.

Fire Chief Taylor explained the IGA between Black Hawk and the City and County of Denver, who would be acting as the purchasing agent for the protective ballistic equipment. Taylor provided a history of the 2014 UASI funds that were made available for first responders and the joint effort between GAA and BHPD to develop a policy. Taylor said the 21% match has been written into his budget and is accounted for.

PUBLIC HEARING:

Mayor Spellman declared a Public Hearing on CB21, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the City and County of Denver Regarding the Urban Area Security Initiative open and invited anyone wanting to address the Board either "for" or "against" the proposed ordinance to come forward.

No one came forward to speak and Mayor Spellman declared the Public Hearing closed.

**MOTION TO
APPROVE**

Alderman Armbricht **MOVED** and was **SECONDED** by Alderman Johnson to Approve CB21, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk and the City and County of Denver Regarding the Urban Area Security Initiative.

MOTION PASSED

There was no discussion and the motion **PASSED** unanimously.

8. ACTION ITEMS:

B. Resolution 64, A Resolution Approving the Historic Preservation Easement Agreement for 171 Marchant Street

Mayor Spellman read the title.

Community Planning and Development Administrator Linker is requesting approval authorizing the exterior rehabilitation at 171 Marchant Street, not to exceed \$19,043.00. Linker said the applicant originally submitted an application for rehabilitation of all of their rock wall and fencing, as well as the front staircase. She said the rock wall and fence were put on hold at this time and put back in the queue, only the front staircase is to move forward, and any rock wall that may be disturbed in the process.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 64, A Resolution Approving the Historic Preservation Easement Agreement for 171 Marchant Street.

MOTION PASSED

There was no discussion and the motion **PASSED** unanimously.

9. CITY MANAGER REPORTS:

City Manager Lewis had nothing to report.

10. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

11. EXECUTIVE SESSION: City Attorney Hoffmann recommended item numbers 2 and 5 for Executive Session, in regards to pending legislation.

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:08 p.m. to hold a conference with the City's attorney to receive legal advice on specific legal questions, pursuant to C.R.S. § 24-6-402(4)(b) and to determine positions relative to matters that may be subject to negotiations, develop a strategy for negotiations, and/or instruct negotiators, pursuant to C.R.S. § 24-6-402(4)(e).

MOTION PASSED

There was no discussion and the motion **PASSED** unanimously.

MOTION TO ADJOURN

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Armbricht to adjourn the Executive Session at 3:40 p.m.

MOTION PASSED

There was no discussion and the motion **PASSED** unanimously.

12. ADJOURNMENT:

Mayor Spellman declared the Regular Meeting of the City Council closed at 3:40 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

DRAFT

COUNCIL BILL 22
AN ORDINANCE APPROVING
CERTAIN CITY OF BLACK
HAWK FIRE DEPARTMENT
STANDARD OPERATING
GUIDELINES

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB22

ORDINANCE NUMBER: 2015-22

**TITLE: AN ORDINANCE APPROVING CERTAIN CITY OF BLACK HAWK
FIRE DEPARTMENT STANDARD OPERATING GUIDELINES**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLACK HAWK,
GILPIN COUNTY:

Section 1. In accordance with Section 2-178 of the Black Hawk Municipal Code, the City Council hereby approves the City of Black Hawk Fire Department Standard Operating Guidelines, attached hereto as **Exhibit A**.

Section 2. Safety Clause. The Board of Aldermen hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the City of Black Hawk, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Aldermen further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 3. Severability. If any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect application to other persons or circumstances.

Section 4. Effective Date. The City Clerk is directed to post the Ordinance as required by the Charter. This Ordinance shall become effective upon posting by the City Clerk.

READ, PASSED AND ORDERED POSTED this 23rd day of September, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: An Ordinance adopting certain City of Black Hawk Fire Department Standard Operating Guidelines

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE (or deny, etc.) Ordinance Number 2015-22, An ordinance approving certain City of Black Hawk Fire Department Standard Operating Guidelines

SUMMARY AND BACKGROUND OF SUBJECT MATTER: On a yearly basis the fire department adds additional guidelines for department operations. Included in the packet are new SOPs regarding Active Critical Incidents, Swift Water Rescue, Rope Equipment Care and Maintenance, Rope Rescue, Rural Water Supply Establishment at the Waste Water Treatment Plant and the Awards and Recognition Program. In addition are a few clarifications and clean up points for existing SOPs.

AGENDA DATE: September 23, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: Established Fire Department Budget

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Don Taylor, Fire Chief

DOCUMENTS ATTACHED: Yes

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:



Don Taylor, Fire Chief

REVIEWED BY:



Jack D. Lewis, City Manager

Summary of September 2015 Fire Department SOP Changes:

Section 101.07 Station Duty:

8: Change Saturday and Sunday work routine hours to reflect a 7 day schedule: “Members shall not watch television or engage in recreational activities during the hours of 0800-1700.

10: Delete on weekdays and make statement: “All daily work assignments will be completed before the Television is turned on.

Section 101.8 Uniforms

1 H: Add description of boots to include: All boots shall be a lug and sole design with composite toe and shank.

2: Uniform Types: Add Engineer to Firefighter uniform with applicable ornamenture.

2: Uniform Types: Add ribbons and medals to reflect Awards and Recognition Program SOP if adopted

2: Uniform Types: Add Inspector uniform requirements

Section 101.15: Use of Tobacco Products and Electronic Smoking Devices

1: Capitalize “City”

Section 200 General Administration: Table of Contents

Correct Typo 200.11 “Prepare”

Section 200.04 Daily Work Schedule

Delete references to week day vs week end.

Section 200.07 Job Descriptions

Add 7: Fire Inspector

Section 300.10: Temporary Fire Watch Permits

Currently states the “Issuing Officer shall log the fire watch activities on the dry-erase board in the stairwell and add the fire watch that was issued in the daily log” to the “Fire Inspector or Issuing Officer shall enter the fire watch permit in the Emergency Reporting Data base and assign the Permit Number to the Temporary Fire Watch Permit”.

Section 500.02 Preventative Maintenance Program

Under **PM Inspection Shall:**change the final bullet from “Notes are required for each inspection and the note section of PS Trax shall be completed with the required information” to “If a discrepancy is noted the note section of PS Trax shall be completed with the necessary information”

Section 500.07 Hose Testing

Delete the note: "At no time shall a fire department fire apparatus pump be used for hose testing" and replace with the note: "Should a fire department fire apparatus pump be used for hose testing it shall be in accordance with NFPA 1911"

We will be proposing to add the following new SOPs

Guidelines for Awards and Recognition

Rope Rescue Equipment and Response SOP

Active Critical Incident SOP

Swift Water Rescue SOP

Active Critical Incident Response

600.09

Active Critical Incident Guideline

Purpose: To establish guidelines for Active Critical Incidents (ACI) within our jurisdiction. Specific information developed during the course of an incident may necessitate an altered response.

Scope: All personnel

Definitions:

Active Critical Incident: Any in-progress natural or man-made event, civil disturbance, active shooter or sniper, hostage or barricaded subject situation, massive incidents of random or premeditated incidents involving mass casualties or any other occurrence of an unusual or severe nature that causes or threatens to cause the loss of life or injury to citizens and/or severe damage to property and that requires extraordinary measures to protect lives, meet human needs and achieve recovery. The Black Hawk Police Department will have Incident Command (IC) responsibility on any active critical event that is the result of criminal activity or the possibility of criminal activity.

Hot Zone: An area where personnel involved in the incident are at extreme risk of death or serious bodily injury due to the actions of the suspect(s). In general, a hot zone is an area where armed suspect(s) are known or believed to be present.

Warm Zone: An area at less risk of harm to first responders. In general, a warm zone is at least temporarily secured from the presence or movement of suspect(s), and police officers are in the immediate area.

Cold Zone: An area that is secured from any immediate threat.

Note: IN AN ACTIVE SCENE, MEMBERS SHOULD BE COGNIZANT THAT HOT, WARM AND COLD ZONES MAY BE FLUID AND CHANGE UNTIL THE THREAT IS CONTAINED OR ELIMINATED.

Extraction Teams: Enter the active scene at a location determined by the police department IC. Teams may consist of a front guard (police), two or more extraction personnel (firefighters/EMS) and a rear guard (police). Extraction Teams enter the warm zone and respond to locations containing victims/patients identified by other officers who have been involved in isolating the active threat.

Unified Command: Incident management performed by representatives of multiple agencies to ensure the development of a response plan, identification of appropriate resources and staffing that are made available and deployed in the most effective

and coordinated manner. The unified command may create multiple branches to supervise the operation of the response plan. A branch may include combined elements of the police and fire response.

High Risk Extraction Protocol (HREP): A protocol that describes the steps necessary to extricate a person(s) from a potentially dangerous area.

Casualty Collection Point: Is a location designated by IC that is in the Cold Zone where patients/casualties will be extracted to. This location should be easily assessable to incoming units so that further triage and transport can be arranged.

PS Trax: Is a computer based maintenance program that tracks apparatus, equipment, and stores the information on a cloud database. The cloud database is stored by PS Trax to ensure safety, security, and accessibility of the information.

Emergency Reporting System (ERS): Is a Web-based record keeping system. This system tracks inventory, EMS and fire reports, pre-fire plans, daily activity, calendars, inspections, and more. The web-based system's information is stored by the company to ensure safety and security of the information.

Response Guidelines: When responding to a staging location a non-emergency response should be utilized. When responding directly to a scene, it will be at the officer's discretion for an emergency response based upon the information provided by dispatch. The Black Hawk Fire Chief will be notified of any Active Critical Incident.

Alert Level I:

The initial response shall include: one (1) staffed BHFD fire apparatus and one (1) Gilpin Ambulance Authority unit to stage at a safe location from the incident. Upon arrival, units will communicate with IC (which has been established by Law Enforcement) regarding scene entry and scope of need.

Criteria:

- Incident appears to be limited to small geographic area and officers have relative control of situation.
- Incident has ended or is not ongoing and casualties have not been encountered.
- In-city EMS and Fire resources are likely to be able to easily mitigate incident.

Alert Level II:

The initial response shall include: all staffed BHFD fire apparatus and two (2) Gilpin Ambulance Authority units to stage at a safe location from the incident. The third ambu-

lance is to respond to staging when established. Clear Creek EMS should be notified by dispatch to respond to staging.

Criteria:

- Geographic scope of incident is not readily perceivable.
- Less than 10 patients have been encountered / identified.
- Law Enforcement has controlled or expects to soon control suspect.
- Gilpin County EMS/Fire resources will likely manage incident without mutual aid.

Notification of the following: (including information of the incident)

- All in county, EMS and Fire on duty supervisors
- Clear Creek Dispatch
- Jefferson County Dispatch
- Boulder County dispatch

Alert Level III:

The initial response shall include: All staffed Black Hawk Fire Apparatus and All Staffed Gilpin Ambulance Authority apparatus. Activate initial mutual aid response. ALL IN-COMING UNITS ARE TO RESPOND TO THE DESIGNATED STAGING AREA FOR ASSIGNMENTS.

Criteria:

- Incident is ongoing, suspect appears to be actively causing harm
- More than 10 patients have been encountered / identified
- Law Enforcement is actively searching
- County EMS/Fire resources will likely be overwhelmed with incident scope

Notification of the following:

- All County EMS and Fire Chiefs
- Clear Creek Dispatch (Clear Creek Fire Authority and Clear Creek EMS)
- Jefferson County Dispatch (Golden Fire, Golden Gates Fire, Genessee Fire and AMR)
- Evergreen Dispatch (Evergreen Fire, Evergreen EMS, Foothills Fire and Highlands EMS)
- Boulder County Dispatch (Boulder Fire, Boulder Rural Fire, Nederland Fire and AMR)
- Met Com Dispatch (West Metro Fire)
- Black Hawk City Manager

Recall of all off duty Black Hawk Fire personnel to return to duty

Communications:

Members should maintain radio discipline during the response phase and remain off the air as much as possible. Members should respond as quickly as possible and only air information specific and necessary.

Note: THE FIRST ARRIVING FIRE APPARATUS WILL ESTABLISH A FIRE DIVISION AND CONTACT THE IC FOR ASSIGNMENT.

Designated radio channels will be utilized by every team entering the scene where the incident is occurring.

High Risk Extraction Protocol (HREP):

All agencies will comply with National Incident Management System's Command Structure.

Upon activation of the High Risk Extraction Protocol (HREP), the Black Hawk Police Department will establish IC. The IC will advise dispatch of his/her location and the command post. The first arriving highest ranking fire officer will work with command to establish a Fire Division. Black Hawk Dispatch will notify all responding units which radio channel is primary for the incident.

Command will designate staging areas for incoming police and fire resources, based on the need and functionality of the resource. Consideration should be given to the location of the staging area to allow medical units to easily access and egress from the area.

High Risk Extraction Training (HRET):

The HRET will consist of, and not limited to: Black Hawk Fire Department, Black Hawk Police Department, and Gilpin Ambulance Authority. This HRET will cover the items listed in this protocol, victim extraction, and other technical duties that may be assigned.

Extraction Team Personnel entering a Warm Zone with law enforcement SHALL have HRET prior to an incident utilizing all ballistic equipment assigned. All BHFD personnel are required to attend a minimum of 1 HRET annually. Combined training with Black Hawk Police Department and Gilpin Ambulance Authority on ICS and the HREP will be conducted annually utilizing ballistic equipment and tactical scenarios.

Minimum Tools and Equipment Required

- Vest or plate carrier
- Ballistic Helmet
- Eye Protection
- Extraction Sled
- Flashlight
- Radio

Extraction Guidelines:

The IC will, as early in the incident as practical, establish Face-to-Face communication with Black Hawk Fire Officer to unify command and coordinate the Extraction Teams.

IC will identify access to warm and cold zones based on the existing threat levels related to an active search or the containment of the suspect(s). Fire and EMS personnel are not expected to enter a Hot Zone. If a Warm Zone becomes unsafe, immediately shelter in place or retreat to a safer area (whichever is the safest and quickest option). Re-entry may be considered once the threat has been neutralized, eliminated, and/or advised by Command. The IC will continually assess the threat level during the incident.

The casualty collection area will be identified by the IC so that extraction teams will know where to bring the patients. Teams utilized for extraction will include Police Officers to provide security for Fire and EMS Personnel to extract injured victims. The objective is to locate and remove victims to the casualty collection point. The movement of the extraction teams in the warm zone will be supervised by a BHPD supervisor or officer who has direct radio communication with other officers inside the hot zone. The coordinated use of multiple extraction teams may be necessary based on the number of injured persons within the event.

Life Assessment/Triage:

While in an extraction team a quick life assessment will be performed to determine which patient will be removed first. The first viable patient encountered should be removed first. A quick assessment should be performed not to exceed 10-15 seconds to check for any major life threats (arterial bleeds, etc.). A tourniquet, and/or quick clot can be used to stabilize the patient prior to moving. All patients will be removed to a designated casualty collection point (in the cold zone). Once patients are moved to the casualty collection point, triage and treatment will be performed in

preparation for transport. The “START” triage method will be utilized when assessing the patients.

PS Trax

BHFD utilizes PS Trax for daily maintenance checks. All BHFD personnel will utilize the proper size of ballistic equipment, helmet, and eye protection. At the beginning of every shift, BHFD personnel will check for the appropriate size and make necessary adjustments needed for wearing ballistic equipment. A monthly inspection assigned by PS Trax will be conducted to ensure that the all ballistic equipment is functioning properly. All ballistic equipment will be cleaned and returned to a state of readiness after every use.

Emergency Reporting System (ERS)

Black Hawk Fire Department utilizes ERS to record equipment for inventory, and replacement. All ballistic equipment will be entered into ERS with a replacement date so that items can be tracked and noted for future replacement. Future replacement will depend on the manufacturer’s recommendation and will be incorporated into the department capital replacement plan.

Post Event Demobilization:

The IC is responsible for demobilization after the event is completed. The IC will ensure that manpower needs are being met but uninvolved members will be released back to their assignments or released from duty. All members will be responsible for completing necessary reports, overtime slips, inventories on material or equipment that needs to be replaced or repaired or any other documentation. Specialized equipment will be inventoried and returned to storage ready for immediate use.

Swift Water Incident Response

600.10

Swift Water Rescue and Incident Response

Purpose:

To maximize safety during swift water incidents and training for the members of the Black Hawk Fire Department. This guide represents the minimum requirements for the Swift Water program within the Black Hawk Fire Department.

Scope:

This guideline shall apply to all employees of the Black Hawk Fire Department (BHFD).

Guideline:

All personnel must be certified at a minimum of the Awareness level to engage in any swift water operation. Any personnel operating within 10 feet of the water shall be in a department issued PFD (knife and whistle attached), swift water helmet, gloves and uniform or wet suit. **Absolutely no structural gear is to be worn during swift water operations.**

All personnel shall attend annual swift water training to maintain certification. Rescue Swimmers shall attend at least one (1) open water swim annually and complete a rescue swimmer course every three (3) years.

The IC will determine if the operation is within the scope of the training of the BHFD personnel on scene.

The Reach, Throw, Row, Go method shall be utilized during any operation.

Response:

Additional resources should be requested as early as possible, if necessary.

See 600.03 for response guideline.

Size up:

- Consider Risk Vs. Benefit analysis
- Number of Victims
- Victim information (age, sex, type of clothing)
- Last known location, approximate time of entry
- Speed (MPH) and Flow (CFS) of water
- Assessment of scene (recovery or rescue)
- Access and egress
- Potential hazards
- Initiate Incident Command and consider IC location

Rescue Operations:

- At no time shall members of BHFD enter the water, with the exception of qualified Rescue Swimmers with appropriate up and downstream safety personnel in place.
- At no time shall ropes be tied to rescuers.
- All persons in the water should be considered candidates for hypothermia.
- Three long blasts on whistle = Danger, stop all operations and look at whistle blower
- Rescue priorities
 - Personal safety
 - Team safety
 - Victim safety
 - Bystanders (Rafters, kayakers, etc.)

Issued Swift Water PPE for Shore-based Rescuers:

- PFD (attached knife and whistle)
- Swift water or leather gloves for rope operations
- Swift water helmet
- Throw bags (at least two per rescuer)

Issued Swift Water PPE for Rescue Swimmers:

- Thermal protection (wet suit)
- PFD (attached knife and whistle)
- Swift water helmet

- Booties
- Swift water gloves
- Fins
- Boogie board
- Mask and snorkel (optional)
- Throw bag

Additional equipment for night operations:

- Flashlight with strobe function (waterproof)
- Glow sticks

Rope Equipment Care and Maintenance

600.11

Rope Equipment Care and Maintenance

Purpose:

To establish guidelines for the use, care, maintenance, and storage of rope and rope related equipment. To establish guidelines for

Scope:

This policy applies to all Black Hawk Fire Department personnel.

Safety:

The Black Hawk Fire Department will consider the safety of its personnel to be its primary concern. Improper use and care of rope rescue equipment presents a number of potentially serious hazards to all involved responding parties.

Care and Maintenance of Life Safety Ropes

INVENTORY CONTROL

1. Black Hawk Fire Department Personnel
 - a. All ropes and equipment shall be inspected and inventoried after each use, as well as quarterly.
 - b. After each use, inspection, and inventory, equipment boxes will be sealed and rope logs completed.
 - c. An alert shall be posted in PSTRax for any missing, and/or damaged items and Shift Officers notified.

RESCUE ROPE

Use

1. Rescue rope is used for Life Safety Lines only.

2. Rescue rope can be used as an anchor attachment, rappel line, hauling or lowering line, safety belay line, litter tag line, or in mechanical advantage systems. It is not intended to be used as a towrope, utility line, or any other purposes.
3. All rescue rope(s) assigned to apparatus will have accompanying rope logs and Black Hawk Fire personnel will be responsible for the completion of these logs.

Construction - Nylon, static, low-stretch kernmantle.

1. Shall meet or exceed NFPA 1983 (current edition) requirements.
2. Inner core shall be of block creel construction, virgin fiber, and continuous filament nylon. The outer sheath may be nylon or polyester with a 32 or 48-carrier sheath construction.
3. Shall be designed to have maximum working load of at least 600 pounds per foot (lbf) and shall be designated as a class two-person life safety rope.
4. Shall be static or low stretch.

Specifications

- *Strength:* General Rating: 9000 lb. (40 KN) breaking strength, 600 lb. load (extrapolated 15:1 safety factor per NFPA 1983)
- *Diameter:* 9.5-13mm diameter

Maintenance

All Black Hawk Fire Personnel shall be responsible for the care, and maintenance of such equipment.

1. Care of Rope

- a. Each rope use shall be documented in the rope use log.
- b. Avoid stepping on rope as dirt and grit can become ground into the sheath causing damage to the core and/or mantle.
- c. Always use edge protection when using rope and avoid snagging on sharp edges or projections.
- d. Always keep stored in approved rope bags when not in use.
- e. Avoid prolonged exposure to sunlight.
- f. Only those knots and hitches that are approved for rescue evolutions.
- g. Avoid contact with battery acid, petroleum products, solvents, or exposure to vehicle exhausts.

- h. Do not leave on concrete floors, or in damp areas.
- i. Avoid passing nylon rope over nylon rope or webbing.
- j. Do not mark with magic markers, paints, hose dyes, etc.

2. Cleaning

All Black Hawk Fire personnel are responsible for cleaning of ropes on apparatus per manufacturers recommendations.

3. Rope Inspection

All rescue rope inspection and use procedures shall comply with NFPA 1983 Standard (current edition).

Rope shall be inspected visually by passing the entire length of the rope through the hands, while under slight tension. At the same time, the hands should detect any irregularities, such as lumps or soft spots, in the feel of the rope.

4. Rope Use Documentation

The condition of a rope is in effect dependent on its history: the age of the rope, the conditions to which it has been subjected, and the care it has received. NFPA 1983 requires a history be maintained on each rope.

Rope use should indicate each time the rope is used and the activity it is used in. There must be specific entries made whenever the rope is subjected to damage that could affect its performance or safety.

Additional information on the rope history log should include pertinent information on the manufacturer, diameter, design, length, color, tensile strength, date of purchase, date placed in service.

IT IS ESSENTIAL THAT ENTRIES FOR EACH ROPE BE MADE **EVERY TIME** IT IS RETURNED TO STORAGE. THIS DISCIPLINE MUST BE FOLLOWED BY ALL PERSONNEL ASSIGNED LIFE SAFETY ROPE. OTHERWISE, THE ROPE HISTORY IS INCOMPLETE.

5. Rope Replacement

Rope shall be downgraded or replaced under any of the following conditions.

- a. Suspected or known contact with chemicals or acids

- b. When damage to the sheath or core is visible due to abrasion, kinking, heat or high stresses.
- c. Any time the rope has received a shock load or impact load.
- d. After ten years of service, regardless of the condition of the rope.

Rope Rescue Response

600.12

Rope Rescue

Purpose:

The purpose of this guideline is to define response procedures to rope rescue incidents.

Scope:

This policy applies to all Black Hawk Fire Department personnel.

Guideline:

1. Rope rescue shall be attempted only after safe alternatives have been considered.
2. All personnel shall operate within the scope of their training.
3. Minimum PPE shall consist of helmet, gloves, eye protection and appropriate harness determined by the incident.
4. Only certified Life Safety Rope shall be used at Rope Rescue incidents.
5. All personnel operating near the edge shall be tied into a safety line.
6. In high-risk environments, a two-rope system shall be operated with a main and a belay line.

Procedure:

1. First Arriving Unit's Actions:
 - a. Establish Command
2. Incident Size Up to include the following about the victim(s):
 - a. What is the victim's location?
 - b. Determine if this is a high angle or low angle environment. (Low angle is defined as slopes 35 degrees or less.)
 - c. How is the victim suspended or supported?
 - d. Is the patient injured?
 - e. Can the victim be reached by any other safe method?
3. Identify and control/mitigate potential hazards.
4. Determine the needs for additional resources.
5. Team Leader briefs the team on:
 - a. Situation (Team Leader's perception)

- b. Plan (Team Leader's strategy for accomplishing assignment)
- c. Explanation (Team Leader's brief explanation)
- d. Safety and operational concerns
- e. Feedback (from all team members is encouraged to make sure something important has not been overlooked)

Operations:

1. Team Leader communicates the following assignments to the team:
 - a. Systems to be constructed.
 - b. Edge Transition.
 - c. Belay focal point.
 - d. Main focal point.
 - e. Anchor selection.
 - f. Victim packaging method/device.
2. If operating from a roadway, Command/Team Leader determines the need for apparatus positioning and closure of one or more lanes of roadway. This closure may be necessary for providing for rescuer safety and/or appropriate positioning of apparatus for operations.
3. Calculate anticipated loads and system forces and reasonably attempt to maintain a 10:1 STATIC system safety factor.
4. Conduct a system check using the "ABCDE" method.
 - a. **A**nchors are adequate.
 - b. **B**elay system is rigged properly.
 - c. **C**arabineer's are locked and protected from improper loading.
 - d. **D**escent control device is rigged properly.
 - e. **E**dge protection is adequate and Edge personnel are tied into a safety line.
5. To begin operation Team Leader uses following commands:
 - a. **QUIET ON THE SET!** (All operators quiet, with attention on Rigger or Control).
 - b. **READY!** (Indicates that a package portion of the system is ready to operate. Must receive a repeat "ready" from all FOUR packages to continue; Belay, Mainline, Edge, and Attendant/Patient Package).
 - c. **APPROACH THE EDGE!** (Bring the Patient Package into operational position {on belay}).
 - d. **PREPARE TO TENSION!** (Mainline operators remove any slack from the system, and hold the line tight).
 - e. **TENSION THE SYSTEM!** (Force is applied to mainline by easing over the edge, vectoring {see below} or raising).
6. During the operation the following commands are used:
 - a. **VECTOR!** (Lateral force is applied to mainline to aid in transition).
 - b. **RELEASE VECTOR!** (Lateral force is slowly released).
 - c. **DOWN!** (Lower the patient/rescue package. Speed of lower is dictated by cadence: DOWN...DOWN...DOWN...).
 - d. **DOWN SLOW!** (Slow and gentle lower).

- e. **UP!** (Raise the Patient/Rescue Package).
 - f. **RESET!** (Allow the mainline ratchet to set and the pulley system to be reset {no stop command is necessary here}).
 - g. **STOP!** (Stops the system in an emergency, or for a safety concern. Can be given by ANYONE in the system)!
 - h. **WHY STOP?** (Asked by package operators to get information after the STOP command is given).
 - i. **ROCK! ROCK! ROCK!** (Object is falling, DO NOT LOOK UP and protect patient as much as possible).
7. After operation, Team Leader/Command will coordinate the transfer of patient to Medical Group or medical personnel.
 8. Team Leader/Command will coordinate the de-rigging of the system while ensuring rescuer safety.
 9. All equipment will be inventoried and appropriate equipment logs will be completed.

Rural Water Supply Establishment at Waste Water Treatment Plant

600.13

Rural Water Supply Establishment at the Black Hawk/Central City Waste Water Treatment Plant

Purpose:

To establish a procedure for initiating and operating a water shuttle / fill station at the Black Hawk/ Central City Waste Water Treatment facility located at 1601 Hwy 119. This will provide a water source for calls involving areas south of MM 3.0 on Hwy 119 to the Gilpin County line. Agencies outside of Gilpin County may request assistance with this operation according to current IGA's that are in place.

Scope:

All fire personnel.

Policy:

- Once command has determined the need for a water shuttle / fill station operation to be established at this location they shall contact Black Hawk Communications and request that Black Hawk Fire Department respond to the waste water treatment facility to gain access to the facility and/or set up the Shuttle Operation.
- Black Hawk Communications will then dispatch the Black Hawk Fire Department to respond. Communications will also notify the Black Hawk/ Central City Sanitation District Administrator that a water shuttle/fill station operation has been requested.
- If after normal operating hours, the Black Hawk Fire Department must use the Knox key located in the Knox Box outside the main gate to gain entry to the facility. This will lock the gate in the open position for easy access during fill operations.
- Water supply will be established by utilizing the hydrant located near the entrance gate on the East side of the facility. This hydrant is gravity fed from a 200,000-gallon storage tank of which 100,000 gallons are useable. Additional water may be requested to use and/or made through the facility representative if needed. PLEASE NOTE ALL WATER FROM THIS HYDRANT IS NON-POTABLE WATER DO NOT DRINK.

- A 5" Storz to a 2 ½-gated wye will be placed on the hydrant. Please note that static pressure is only 12-15 psi.
- During fill operations, the engineer or officer in charge at the fill site should keep a log. This log should reflect the number of fills accomplished and an estimate of gallons of water used.
- Law enforcement may be requested to assist with traffic control into and out of the fill area to ensure the safety of fire personnel, as well as civilians traveling in and out of the facility.
- Once it is determined by command that fill operation is no longer needed the hydrant will be shut down and secured. All equipment will be retrieved and the Black Hawk Fire Department will return to the City limits.
- If no Black Hawk/ Central City Sanitation District personnel are present when operations are finished, the Black Hawk Fire Department shall secure the gate using the Knox key and return the key to the Knox Box.

Important Contact Information

1. Lynn Hillary- District Administrator
303-582-3422 (office)
303- 582-5282 (home)
2. Kevin Cummins. Plant Manager
303-582-5923 (plant)
720-257-1177 (cell)
3. Thomas Wilson Plant Operator
303-582-5923 (plant)
303-907-0467 (Cell)

AWARDS AND RECOGNITION PROGRAM



Awards and Recognition Program

200.14

Awards and Recognition Program

Purpose

To establish guidelines and define awards and recognition presented by the Black Hawk Fire Department.

Policy

The Following Awards are established for presentation to members of the Black Hawk Fire Department. These awards are presented to the recipients at a ceremony by the Fire Chief, City Manager or designated representative.

**MEDAL OF VALOR
FIRE FIGHTER RED HEART AWARD
DISTINGUISHED SERVICE AWARD
LIFE SAVING RIBBON
MERITORIOUS UNIT CITATION
COMMUNITY SERVICE AWARD
DEPARTMENT MEMBER OF THE YEAR**

The Following Service Ribbons are established for presentation to members of the Black Hawk Fire Department.

**LONGEVITY SERVICE RIBBON
HONOR GUARD RIBBON**

The Following Certification Ribbons are established for presentation to members of the Black Hawk Fire Department.

**FIRE OFFICER
ENGINEER**

Descriptions and Definitions

MEDAL OF VALOR

The highest medal that can be achieved.



Red: Courage, White: Purity, Blue: Truth/Trust

(medal 4117/bar 10808)

EXAMPLE OF USE:

The Medal of Valor is awarded to Fire Department members who knowingly and willingly risk their life on behalf of others in order to save or attempt to save a life or lives, performed either on or off duty. This award may be presented posthumously to any Fire Department member killed in the line of duty, and the circumstances indicate an act of valor was performed

PRESENTATION:

This medal will be presented in a deluxe display case along with a framed certificate.

FIRE FIGHTER RED HEART AWARD



Red: Courage, Gold: Loyalty

(medal A10929/Bar AA7142)

Second highest award that can be achieved

EXAMPLE OF USE :

The Red Heart may be awarded to any Fire department members who are killed in the line of duty; or members who sustain bodily injury from an uncontrolled hostile event, through no fault of their own, which injury involves a risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any part or organ of the body for an extended period of time, in the line of duty.

PRESENTATION:

This award will be presented in a deluxe display case along with a framed certificate.

DISTINGUISHED SERVICE AWARD

Third highest award that could be achieved



(Bar A11951)

Blue: Trust, Yellow: Honor, White: Purity, Red: Courage, Black: Extreme

EXAMPLE OF USE:

Distinguished Service Award may be awarded to Fire Department members who perform an act of heroism, but were unaware of the great personal danger prior to the performance of the act; or during performance of an act, became aware of the great personal danger and continues to perform in a commendable manner; or performance of acts not sufficient to justify the Medal of Valor.

LIFE SAVING RIBBON

Fourth highest award that could be achieved



Red: Courage, White: Purity
(Bar A11178)

EXAMPLE OF USE: Any member or crew who is actually involved in the successful resuscitation of a patient, who was without pulse and respiration. The patient was resuscitated in the field and later released from medical care. The term resuscitation refers to re-establishing the patient pulse.

Additional awards may be recognized by a framed certificate of award.

MERITORIOUS UNIT CITATION

Fifth highest award that could be achieved



(Bar A11751)

Black: Unity, Red: Courage

This citation is based on a single major event, this ribbon will have

EXAMPLE OF USE:

Recognition of the entire company for outstanding company level operations on a major incident of great magnitude far above any normal emergency operations that was primarily dependent on teamwork and cooperation. A major incident is defined as a significant emergency event that involves a serious threat to life/property and requires call back of personnel. Only one (1) unit citation is authorized for each major incident. This must be submitted by a member of the command staff.

COMMUNITY SERVICE AWARD

Sixth highest award that could be achieved



White: Purity, Green: Honesty

EXAMPLE OF USE:

Recognition of any member nominated for an outstanding contribution to his/her community on or off duty, significantly above what is expected for an involved member of the community. This award is to be given to any Department member that has demonstrated outstanding service for the Department or community beyond the normal responsibility of the position. Any member may be nominated for this award by any other member of the Department or by a private citizen

DEPARTMENT MEMBER OF THE YEAR



Blue: Truth

(Bar A7923)

CHIEF'S AWARD



(Bar A7141)

EXAMPLE OF USE:

The Shift award is given to an Officer/Firefighter that has performed above and beyond the normal responsibility of the position. Fellow shift members may nominate any department officer/firefighter on their perspective shift for this award.

The Chief's award is given to an Officer/Firefighter that has performed above and beyond the normal responsibility of the position. The Fire Chief will determine the recipient of this award.

SERVICE RIBBONS

LONGEVITY SERVICE RIBBON

FIREFIGHTER/ENGINEER



(Bar A10806)

Blue: Truth

OFFICER



(Bar A10806)

Red: Courage

These are awarded in five year increments based on time in service in the Black Hawk Fire Department. 1 Maltese cross for each five years of service.

HONOR GUARD RIBBON



(Bar A10398)

Black: Unity, Maroon: Duty

EXAMPLE OF USE:

This ribbon is given to those Firefighters who have successfully completed an honor guard academy.

CERTIFICATION RIBBONS

FIRE OFFICER

STATE CERTIFIED



(Bar A10910)

White: Purity, Red: Courage

Roman numeral I for Officer I

Roman numeral II for Officer II

Roman numeral III for Officer III

ENGINEER



Black: Unity, Red: Courage

This ribbon would be awarded to a member of the Black Hawk Fire Department who has completed the rank classification for Engineer

All award bars, Service Ribbons and Certification Ribbons can be worn on the Class-A uniform and the Class B uniform. Bars and Ribbons are to be displayed on the right side of the Class-A parallel with the badge with the highest bar/ribbon being closest to the heart and on the top row. Each row shall consist of no more than three bars/ribbons. Bars and ribbons will be worn above the right breast pocket on Class B uniform shirt with the name tag mounted on the pocket flap.

Procedure

Nominations: nominations for awards may be made by department members, public citizens, and colleagues. A nomination form must be filled out and signed by the nominating person. The nomination form will then be forwarded to the Fire Chief. The nomination will then go before a review committee for determination of award eligibility.

Nomination Review Committee: A review committee will be appointed by the Fire Chief and will consist of a shift officer, line fire fighter and one outside party. Anyone who is an immediate supervisor of the nominated member shall not be assigned to this committee. The committee shall review nominations for awards by following the guidelines set out in the review committee report and determine if the facts support such an award. This would only apply to the following awards;

**MEDAL OF VALOR
FIRE FIGHTER RED HEART AWARD
DISTINGUISHED SERVICE AWARD
LIFE SAVING RIBBON
MERITORIOUS UNIT CITATION
COMMUNITY SERVICE AWARD**

Once the review committee makes a determination all documentation will be returned to the Fire Chief for final disposition.



Black Hawk Fire Department Award Nomination Form

Department Member/Group Nominated:

Nominating Party:

Date of Incident resulting in nomination:

Location of incident:

Incident occurred: On duty Off duty

Was an official report written for this incident: Yes No

Incident report number if known:

Witness names: (if known)

Award Nominated for: (circle one)

- MEDAL OF VALOR**
- FIRE FIGHTER RED HEART AWARD**
- DISTINGUISHED SERVICE AWARD**
- LIFE SAVING RIBBON**
- MERITORIOUS UNIT CITATION**
- COMMUNITY SERVICE AWARD**
- DEPARTMENT MEMBER OF THE YEAR**

In 400 words or less, please write a narrative explaining the reasons for the nomination and the significant impacts the actions taken made. (a separate sheet of paper may be used for this and attached to this form.)

Signature of nominating party



Black Hawk Fire Department

Award Nomination Review Committee Report

Names of committee members:

Name of nominated member:

Name of nominating party:

Date of incident resulting in nomination:

Copy of official report obtained: Yes No
(if yes include report copy with this report)

Were witnesses interviewed: Yes No

If interviewed were written statements obtained: Yes No
(If written statements were obtained include them with this report)

Summary of committee findings:

Recommendation:

All requirements met for award nominated for _____

Requirements meet standard for alternate award _____

Alternate award recommended:

We the undersigned committee members have reviewed this nomination and agree on the recommendation as set above.

Signature

Signature

Signature

Based on the facts presented to and considered by the above committee, I hereby approve the recommendation and award as set above.

Fire Chief

**Local Liquor Authority
Consideration of a New Beer
and Wine Liquor License for
Chicago Dogs Eatery, Inc.
dba Chicago Dogs Eatery, 444
Main Street**

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Public Hearing for a new Beer and Wine Liquor License for Chicago Dogs Eatery, Inc. dba Chicago Dogs Eatery located at 444 Main Street.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE the request for a new Beer and Wine Liquor License for Chicago Dogs Eatery, Inc. dba Chicago Dogs Eatery located at 444 Main Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On July 22, 2015, the City Clerk's office received an application for a new Beer and Wine Liquor License for Chicago Dogs Eatery, Inc. dba Chicago Dogs Eatery. The Eatery will be located at the Monarch Casino, 444 Main Street.

On July 31, 2015, the Monarch Casino received approval from the Liquor Enforcement Division for a permanent modification to remove the ground floor deli area their Hotel/Restaurant Liquor License. This is where Chicago Dogs Eatery will be located.

On July 23, 2015, the application was deemed complete by City Clerk staff.

On July 12, 2015, the Local Liquor Authority reviewed the application and set the boundaries of the neighborhood and set the date of September 23, 2015 for the public hearing providing the applicant enough time to prove the reasonable requirements of the neighborhood needs and desires and cause the public notice to be posted and published.

On September 10, 2015, a Notice of Public Hearing was posted on the property.

On September 10, 2015, Notice of Public Hearing was published in the *Weekly Register Call*.

On September 11, 2015, the petitioner submitted documentation supporting the facts and evidence required for the Public Hearing.

Per Ordinance 2015-6, Sec. 6-24, as amended, the Local Liquor Authority shall consider the following:

- The facts and evidence of the investigation;
- The reasonable requirements of the neighborhood for the type of liquor license for which application has been made, including reference to the number, type and availability of liquor outlets in or near the neighborhood under consideration;
- The desires of the adult inhabitants of the neighborhood as evidenced by petitions, remonstrances or otherwise;
- The use of additional law enforcement resources; and
- Other pertinent facts and evidence affecting the qualification of the applicant.

AGENDA DATE: September 23, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk

DOCUMENTS ATTACHED: Petition and Redacted Application

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

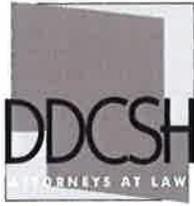
REVIEWED BY:



Melissa A. Greiner, City Clerk



Jack D. Lewis, City Manager



DILL DILL CARR STONBRAKER & HUTCHINGS, PC

455 Sherman Street, Suite 300
Denver, Colorado 80203
Phone: 303-777-3737
Fax: 303-777-3823
www.dillanddill.com

RECEIVED

SEP 11 2015

City of Black Hawk
Clerk's Office

Christopher W. Carr¹
Daniel W. Carr
John J. Coates
Kevin M. Coates
H. Alan Dill
Robert A. Dill
Thomas M. Dunn
John A. Hutchings
Stephen M. Lee
Fay M. Matsukage²
Adam P. Stapen
Jon Stonbraker
Craig A. Stoner
Frank W. Suyat
Patrick D. Tooley
Ghislaine G Torres Bruner³
Arthur H. Bosworth, II, of Counsel

¹ Also licensed in Washington
² Also licensed in Nevada
³ Also licensed in Florida

VIA FEDEX

September 10th, 2015

MICHELE MARTIN
CITY OF BLACK HAWK
PO BOX 68
BLACK HAWK, CO 80422

Re: NEW BEER AND WINE LIQUOR LICENSE
Chicago Dogs Eatery, Inc.
444 Main Street, Black Hawk, CO, 80422

Attorney: Adam Stapen
Paralegal: Brent Eads

Michele:

On behalf of our client, Chicago Dogs Eatery, Inc. dba Chicago Dogs Eatery, please find attached petitioning results conducted in the surrounding area in favor for the application for the New Beer and Wine Liquor License for this applicant.

Thank you for your assistance with this matter. If you have any questions or need additional information, please contact Brent at (303)282-4111 or by e-mail at beads@dillanddill.com.

Sincerely,

Adam Stapen
Attorney for Applicant
ASTapen@dillanddill.com
303-777-3737



DILL DILL CARR STONBRAKER & HUTCHINGS, P.C.

455 Sherman Street, Suite 300
Denver, Colorado 80203
Phone: 303-777-3737
Fax: 303-777-3823
www.dillanddill.com

VIA HAND DELIVERY

July 22nd, 2015

MICHELE MARTIN
CITY OF BLACK HAWK
PO BOX 68
BLACK HAWK, CO 80422

Re: 1) MODIFICATION OF PREMISES
Monarch Black Hawk, Inc.
444 Main Street, Black Hawk, CO 80422

2) NEW BEER AND LIQUOR LICENSE
Chicago Dogs Eatery, Inc.
C/O Applicant: Monarch Black Hawk, Inc.
444 Main Street, Black Hawk, CO, 80422

Attorney: Adam Stapen
Paralegal: Brent Eads

Michele:

Adam Stapen, of the law firm of DILL DILL CARR STONBRAKER & HUTCHINGS, P.C., hereby enters his appearance on behalf of the above-named Applicants and requests all communications and correspondence regarding this matter to be directed to Adam Stapen and/or his paralegal, Brent Eads.

Therefore, on behalf of our clients, Chicago Dogs Eatery, Inc. dba Chicago Dogs Eatery and Monarch Black Hawk, Inc., we respectfully submit these applications for Modification of Premises for Monarch Black Hawk, Inc. and New Beer and Wine Liquor License for Chicago Dogs Eatery, Inc. and C/O Applicant Monarch Black Hawk, Inc. located at 444 Main Street Black Hawk, CO, 80422.

WHILE WE ARE SUBMITTING BOTH APPLICATIONS CONCURRENTLY, WE RESPECTFULLY REQUEST THAT APPROVAL FOR THE BEER AND WINE LIQUOR LICENSE BE SUBJECT TO APPROVAL OF THE REQUEST FOR THE MODIFICATION OF PREMISES.

Christopher W. Carr¹
Daniel W. Carr
John J. Coates
Kevin M. Coates
H. Alan Dill
Robert A. Dill
Thomas M. Dunn
John A. Hutchings
Stephen M. Lee
Fay M. Matsukage²
Adam P. Stapen
Jon Stonbraker
Craig A. Stoner
Frank W. Suyat
Patrick D. Tooley
Ghislaine G Torres Bruner³
Arthur H. Bosworth, II, of Counsel

¹ Also licensed in Washington
² Also licensed in Nevada
³ Also licensed in Florida

Thank you for your assistance with this matter. If you have any questions or need additional information, please contact Brent at (303)282-4111 or by e-mail at beads@dillanddill.com.

Sincerely,

Adam Stapen
Attorney for Applicant
ASTapen@dillanddill.com
303-777-3737

Colorado Liquor Retail License Application

New License
 New-Concurrent
 Transfer of Ownership

- 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
- Local License Fee \$ _____

1. Applicant is applying as a/an Individual
 Corporation Limited Liability Company
 Partnership (includes Limited Liability and Husband and Wife Partnerships) Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number
 Chicago Dogs Eatery, Inc AND Monarch Black Hawk, Inc. ██████████

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
 Chicago Dogs Eatery AND Monarch Casino Black Hawk ██████████ 303 582 1000

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

City Black Hawk	County Gilpin	State CO	ZIP Code 80422
--------------------	------------------	-------------	-------------------

4. Mailing Address (Number and Street) PO Box 9, 444 Main Street	City or Town Black Hawk	State CO	ZIP Code 80422
---	----------------------------	-------------	-------------------

5. Email Address
 ██████████

6. If the premises currently has a liquor or beer license, you **must** answer the following questions

Present Trade Name of Establishment (DBA) N/A	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.....\$ 600.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review \$ 700.00 <input type="checkbox"/> Application Fee for Transfer.....\$ 600.00	<input type="checkbox"/> Liquor Licensed Drugstore (City).....\$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Manager Registration - H & R\$ 75.00 <input type="checkbox"/> Manager Registration - Tavern.....\$ 75.00 <input type="checkbox"/> Master File Location Fee\$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background\$250.00 X _____ Total _____
---	---

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"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input checked="" 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"/> 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"/> 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"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License (County).....\$312.50 <input 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
--	---

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 type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input 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 type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input 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) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <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 <input type="checkbox"/> A. Form DR4679 <input 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 dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for hotel and restaurant, tavern licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes	No
		<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):			
(a) Been denied an alcohol beverage license?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
If you answered yes to 8a, b or c, explain in detail on a separate sheet.			
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Waiver by local ordinance? Other: _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. 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. Please see attachment		<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership , lease or other arrangement?			
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:			
Landlord Monarch Black Hawk, Inc.	Tenant Chicago Dogs Eatery, Inc	Expires July 31st, 2016	
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".			
13. 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 N/A	First Name	Date of Birth	FEIN or SSN
Last Name	First Name	Date of Birth	FEIN or SSN
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.			
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		N/A	<input type="checkbox"/> <input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)		<input type="checkbox"/>	
15. Liquor Licensed Drug Store applicants, answer the following: (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached.		N/A	<input type="checkbox"/> <input type="checkbox"/>
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation		N/A	<input type="checkbox"/> <input type="checkbox"/>
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/>	<input 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?		<input type="checkbox"/>	<input type="checkbox"/>
(c) How long has the club been incorporated?		<input type="checkbox"/>	
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/>	<input type="checkbox"/>
17. Brew-Pub License or Vintner Restaurant Applicants answer the following: (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		N/A	<input type="checkbox"/> <input type="checkbox"/>
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)			
Last Name of Manager Boyer	First Name of Manager Lisa	Date of Birth 8/17/1962	
18b. 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.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Name None	Type of License	Account Number	
19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.		<input type="checkbox"/>	<input checked="" type="checkbox"/>

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the Applicant**. **All persons listed below** must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority. Please see attached

Name	Home Address, City & State	DOB	Position	% Owned
Please see attached.				
Name	Home Address, City & State	DOB	Position	% Owned
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 question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

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>Joe A. Boyer</i>	Printed Name and Title Sole Officer/Director	Date 7-20-15
---	---	-----------------

Report and Approval of Local Licensing Authority (City/County)

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

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

Been fingerprinted
 Been 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)
 Date of inspection or anticipated date _____
 Will conduct inspection upon approval of state licensing authority

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

Therefore, this application is approved.

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature (attest)	Print	Title	Date

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 type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Return originals to local authority <input type="checkbox"/> E. Additional information may be required by the local licensing authority
II.	Diagram of the premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input 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 type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
III.	Proof of property possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2) <input 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) (Attach prior lease to show right to assumption)
IV.	Background information and financial documents <input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I) <input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants) <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 <input type="checkbox"/> A. Form DR4679 <input 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 dated stamped by the Secretary of State <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation <input type="checkbox"/> D. List of officers, directors and stockholders of Applying Corporation (If wholly owned, designate a minimum of one person as Principal Officer of Parent)
VII.	Partnership applicant information (if applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife <input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)
VIII.	Limited Liability Company applicant information (if applicable) <input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office) <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of operating agreement <input type="checkbox"/> D. Certificate of Authority if foreign company
IX.	Manager registration for hotel and restaurant, tavern licenses when included with this application <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

7. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company, or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years?		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
8. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Waiver by local ordinance? Other: _____		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?		<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 Monarch Black Hawk, Inc.	Tenant Chicago Dogs Eatery, Inc	Expires July 31st, 2016		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
13. 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.				
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		N/A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Number of additional Optional Premise areas requested, (See license fee chart)		<input type="text"/>		
15. Liquor Licensed Drug Store applicants, answer the following:		N/A		
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached.		<input type="checkbox"/>	<input type="checkbox"/>	
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation		N/A		
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/>	<input 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?		<input type="checkbox"/>	<input type="checkbox"/>	
(c) How long has the club been incorporated?		<input type="text"/>		
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/>	<input type="checkbox"/>	
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:		N/A		
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/>	<input type="checkbox"/>	
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-1)				
Last Name of Manager Boyer	First Name of Manager Lisa	Date of Birth <input type="text"/>		
18b. 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.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Name None	Type of License	Account Number		
19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If yes, provide an explanation and include copies of any payment agreements.				

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the Applicant**. **All persons listed below** must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned
Please see attachment: Structure of Ownership				
Name	Home Address, City & State	DOB	Position	% Owned
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 question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box.
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

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>[Signature]</i>	Printed Name and Title Sole Officer/Director	Date 1-20-2018
--	---	-------------------

Report and Approval of Local Licensing Authority (City/County)

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

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been 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)
- Date of inspection or anticipated date _____
 - Will conduct inspection upon approval of state licensing authority

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

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature (attest)	Print	Title
		Date

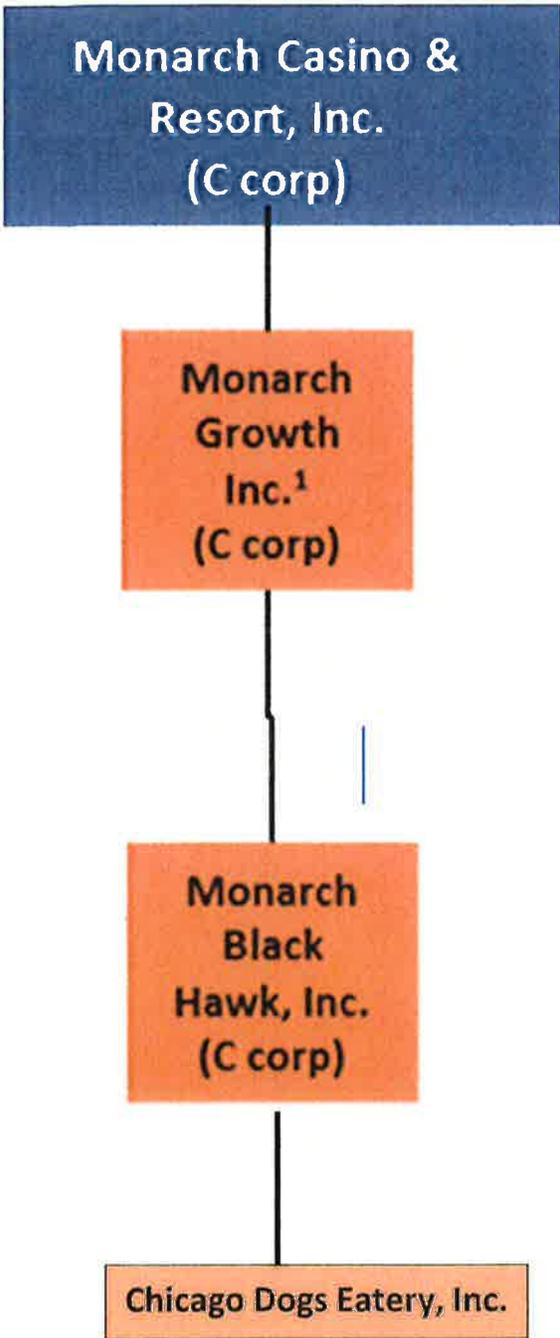
Attachment – 8404

Question 11: Has a liquor or beer license ever been issued to the applicant, including any of the officers of a corporation?

- 1) Monarch Black Hawk Inc dba Monarch Casino Black Hawk
444 Main Street Black Hawk, CO 80422

- 2) Golden Road Motor Inn Inc dba Atlantis Casino Resort Spa
3800 S Virginia St Reno, NV 89502

Attachment - Structure of Ownership



Monarch Growth, Inc. (100% Ownership of Monarch Black Hawk, Inc.)

Officers

- David Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: President
 - Percentage Owned: 0%
- John Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Director
 - Percentage Owned: 0%
- Ronald Rowan
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Treasurer
 - Percentage Owned: 0%
- Bahram Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Secretary
 - Percentage Owned: 0%

Monarch Black Hawk, Inc. (100% Ownership of Chicago Dogs Eatery, Inc.)

Officers

- David Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: President
 - Percentage Owned: 0%
- John Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Director
 - Percentage Owned: 0%
- Ronald Rowan
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Treasurer
 - Percentage Owned: 0%
- Bahram Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Secretary
 - Percentage Owned: 0%

Chicago Dogs Eatery, Inc.

Officer

- Lisa Boyer
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Sole Officer/Director
 - Percentage Owned: 0%

DR 8404-I (03/13/16)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)				
1. Name of Business Chicago Dogs Eatery, Inc.		Home Phone Number [REDACTED]	Cellular Number	
2. Your Full Name (last, first, middle) Boyer, Lisa Colleen		3. List any other names you have used None		
4. Mailing address (if different from residence) Same		Email Address [REDACTED]		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
[REDACTED]		[REDACTED]		[REDACTED]
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Monarch Casino Black Hawk	444 Main Street, Black Hawk CO 80422	Dir. of Finance	6/18/12	Current
Millennium Hotels and Resorts	1345 Twenty-Eight Street, Boulder CO 80302	Dir. of Finance	12/2011	6/2012
Fortune Valley Hotel and Casino	321 Gregory Street, Central City CO 80427	Gen. Manager	8/1994	1/2011
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Previously General Manager of Fortune Valley Hotel and Casino located at 321 Gregory Street Central City, CO 80427				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No
11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No
12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [REDACTED]	b. Social Security Number [REDACTED]	c. Place of Birth [REDACTED]	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where N/A	f. When N/A	g. Name of District Court N/A	
h. Naturalization Certificate Number N/A	i. Date of Certification N/A	j. If an Alien, Give Alien's Registration Card Number N/A	k. Permanent Residence Card Number N/A
l. Height [REDACTED]	m. Weight [REDACTED]	n. Hair Color [REDACTED]	o. Eye Color [REDACTED]
p. Gender [REDACTED]	q. Race [REDACTED]	r. Do you have a current Driver's License/ID? If so, give number and state. [REDACTED]	

14. Financial Information.
- a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 10,000.00 - Operating Costs
- b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ No Personal Investment
- * If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
None			

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash - Operating Costs	N/A	Business Account	Available Upon Request	\$10,000.00

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None				

Oath of Applicant

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

Authorized Signature [Signature]	Print Signature Lisa Boyer	Title Sole Officer/Director	Date 7-24-13
-------------------------------------	-------------------------------	--------------------------------	-----------------

Attachment – Lisa Boyer

DD 8404-I

Question 8: Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee?

- 1) Monarch Black Hawk Inc dba Monarch Casino Black Hawk
444 Main Street Black Hawk, CO 80422
Director of Finance

- 2) Fortune Valley Hotel and Casino
321 Gregory Street Central City, CO 80427
General Manager from 4/2006 – 1/2011

DR 8404-1 (03/13/15)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Monarch Black Hawk, Inc		Home Phone Number	Cellular Number [REDACTED]	
2. Your Full Name (last, first, middle) Bahram Farahi		3. List any other names you have used Bob Farahi		
4. Mailing address (if different from residence) [REDACTED]		Email Address [REDACTED]		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
[REDACTED]		[REDACTED]		[REDACTED]
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Monarch Casino & Resort	3800 S Virginia St, Reno NV 89502	President	1993	Current
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
John Farahi	Brother	CEO	Monarch Black Hawk, Inc.	
David Farahi	Nephew	COO	Monarch Black Hawk, Inc.	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
See Attachment				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

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

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth [redacted] d. U.S. Citizen Yes No

e. If Naturalized, state where [redacted] f. When [redacted] g. Name of District Court [redacted]

h. Naturalization Certificate Number [redacted] i. Date of Certification [redacted] j. If an Alien, Give Alien's Registration Card Number [redacted] k. Permanent Residence Card Number [redacted]

l. Height [redacted] m. Weight [redacted] n. Hair Color [redacted] o. Eye Color [redacted] p. Gender [redacted] q. Race [redacted] r. Do you have a current Driver's License/ID? If so, give number and state. [redacted]

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 10,000.00 - Operating Costs

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ No Personal Investment

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
No Personal Investment			

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

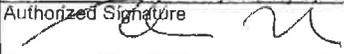
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash - Operating Costs	N/A	Business Account	Available Upon Request	\$10,000.00

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None				

Oath of Applicant

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

Authorized Signature  Print Signature Bahram Farahi Title Secretary Date 7/17/15

Attachment – Bahram Farahi

DD 8404-I

Question 8: Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee?

- 1) Monarch Black Hawk Inc dba Monarch Casino Black Hawk
444 Main Street Black Hawk, CO 80422
President and Owner

- 2) Golden Road Motor Inn Inc dba Atlantis Casino Resort Spa
3800 S Virginia St Reno, NV 89502
President and Owner

DR 8404-J (03/13/15)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Monarch Black Hawk, Inc.		Home Phone Number	Cellular Number	
2. Your Full Name (last, first, middle) Rowan, Ronald Mark		3. List any other names you have used		
4. Mailing address (if different from residence) [REDACTED]		Email Address [REDACTED]		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number	City, State, Zip	From	To	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Monarch Casino & Resort, Inc.	3800 S. Virginia Street; Reno, NV 89502	CFO	2006	Current
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
None				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
See Attachment				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

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

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth [redacted] d. U.S. Citizen Yes No

e. If Naturalized, state where N/A f. When N/A g. Name of District Court N/A

h. Naturalization Certificate Number N/A i. Date of Certification N/A j. If an Alien, Give Alien's Registration Card Number N/A k. Permanent Residence Card Number N/A

l. Height [redacted] m. Weight [redacted] n. Hair Color [redacted] o. Eye Color [redacted] p. Gender [redacted] q. Race [redacted] r. Do you have a current Driver's License/ID? If so, give number and state. [redacted]

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 10,000.00 - Operating Costs

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ No Personal Investment

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
No Personal Investment			

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash - Operating Costs	N/A	Business Account	Available Upon Request	\$10,000.00

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None				

Oath of Applicant

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

Authorized Signature  Print Signature Ronald Rowan Title Treasurer Date 7/17/15

Attachment – Ronald Rowan

DD 8404-I

Question 8: Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee?

- 1) Monarch Black Hawk Inc dba Monarch Casino Black Hawk
444 Main Street Black Hawk, CO 80422
CFO

- 2) Golden Road Motor Inn Inc dba Atlantis Casino Resort Spa
3800 S Virginia St Reno, NV 89502
CFO

DR 8404-I (03/13/15)
COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)			
1. Name of Business Monarch Black Hawk, Inc.		Home Phone Number	Cellular Number [REDACTED]
2. Your Full Name (last, first, middle) Farahi, David-Jacques		3. List any other names you have used David Farahi	
4. Mailing address (if different from residence) [REDACTED]		Email Address [REDACTED]	
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)			
Street and Number	City, State, Zip	From	To
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)			
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From To
Monarch Casino & Resort	3800 S. Virginia St, Reno NV 89502	COO	2007 Current
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
Bahram Farahi	Uncle	President	Monarch Black Hawk, Inc
John Farahi	Father	CEO	Monarch Black Hawk, Inc
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
See Attachment			
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

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

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth [redacted] d. U.S. Citizen Yes No

e. If Naturalized, state where N/A f. When N/A g. Name of District Court N/A

h. Naturalization Certificate Number N/A i. Date of Certification N/A j. If an Alien, Give Alien's Registration Card Number N/A k. Permanent Residence Card Number N/A

l. Height [redacted] m. Weight [redacted] n. Hair Color [redacted] o. Eye Color [redacted] p. Gender [redacted] q. Race [redacted] r. Do you have a current Driver's License/ID? If so, give number and state. [redacted]

14. Financial Information.
 a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 10,000.00 - Operating Costs

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ No Personal Investment
 * If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
No Personal Investment			

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash - Operating Costs	N/A	Business Account	Available Upon Request	\$10,000.00

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None				

Oath of Applicant

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

Authorized Signature  Print Signature David-Jacques Farahi Title President Date 7/20/19

Attachment – David-Jacques Farahi

DD 8404-I

Question 8: Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee?

- 1) Monarch Black Hawk Inc dba Monarch Casino Black Hawk
444 Main Street Black Hawk, CO 80422
Officer

- 2) Golden Road Motor Inn Inc dba Atlantis Casino Resort Spa
3800 S Virginia St Reno, NV 89502
Officer

DR 8404-I (03/13/15)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 205-2300

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Monarch Black Hawk, Inc		Home Phone Number	Cellular Number	
2. Your Full Name (last, first, middle) Farahi, John		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number	City, State, Zip	From	To	
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
Monarch Casino & Resort	3800 S Virginia St, Reno NV 89502	CEO	1993	Current
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
Bahram Farahi	Brother	CEO	Monarch Black Hawk, Inc.	
David Farahi	Son	COO	Monarch Black Hawk, Inc.	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
See Attachment				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

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

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

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth [redacted] d. U.S. Citizen Yes No

e. If Naturalized, state where [redacted] f. When [redacted] g. Name of District Court [redacted]

h. Naturalization Certificate Number [redacted] i. Date of Certification [redacted] j. If an Alien, Give Alien's Registration Card Number [redacted] k. Permanent Residence Card Number [redacted]

l. Height [redacted] m. Weight [redacted] n. Hair Color [redacted] o. Eye Color [redacted] p. Gender [redacted] q. Race [redacted] r. Do you have a current Driver's License/ID? If so, give number and state. [redacted]

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ \$10,000.00 - Operating Costs

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ No Personal Investment

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
No Personal Investment			

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

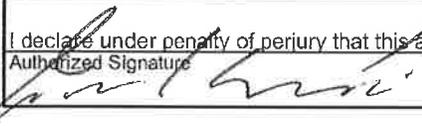
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash - Operating Costs	N/A	Business Account	Available Upon Request	\$10,000.00

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
None				

Oath of Applicant

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

Authorized Signature:  Print Signature: John Farahi Title: Director Date: 7/20/15

Attachment – John Farahi

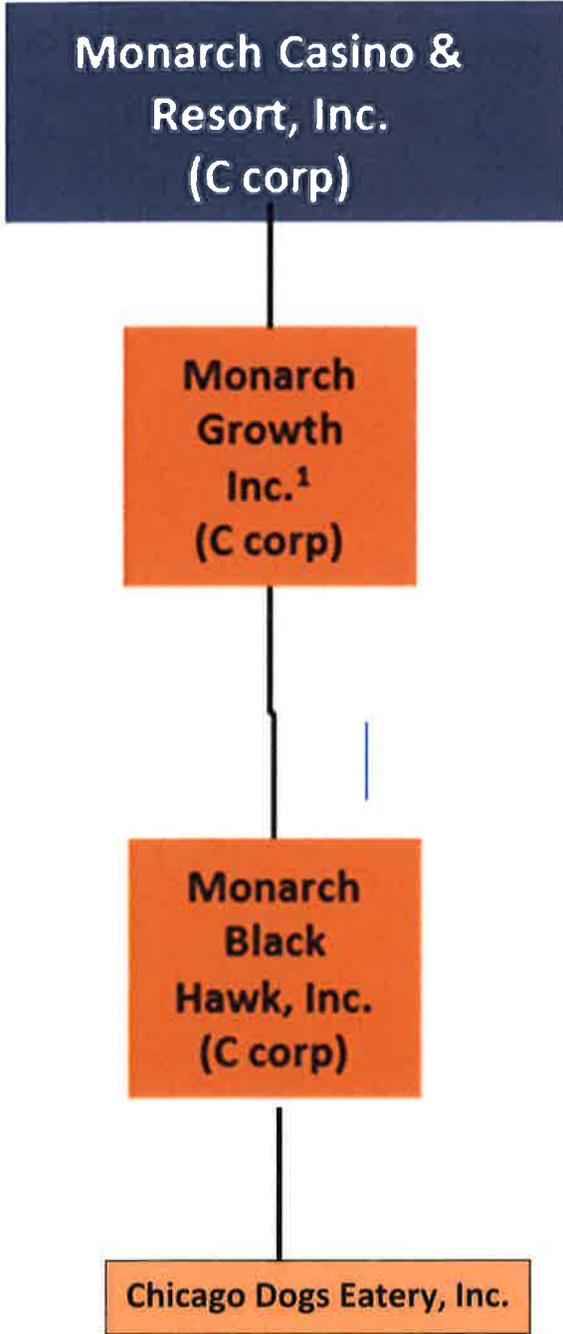
DD 8404-I

Question 8: Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee?

- 1) Monarch Black Hawk Inc dba Monarch Casino Black Hawk
444 Main Street Black Hawk, CO 80422
CEO and Owner

- 2) Golden Road Motor Inn Inc dba Atlantis Casino Resort Spa
3800 S Virginia St Reno, NV 89502
CEO and Owner

Attachment - Structure of Ownership



Monarch Growth, Inc. (100% Ownership of Monarch Black Hawk, Inc.)

Officers

- David Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: President
 - Percentage Owned: 0%
- John Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Director
 - Percentage Owned: 0%
- Ronald Rowan
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Treasurer
 - Percentage Owned: 0%
- Bahram Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Secretary
 - Percentage Owned: 0%

Monarch Black Hawk, Inc. (100% Ownership of Chicago Dogs Eatery, Inc.)

Officers

- David Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: President
 - Percentage Owned: 0%
- John Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Director
 - Percentage Owned: 0%
- Ronald Rowan
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Treasurer
 - Percentage Owned: 0%
- Bahram Farahi
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Secretary
 - Percentage Owned: 0%

Chicago Dogs Eatery, Inc.

Officer

- Lisa Boyer
 - Address: [REDACTED]
 - DOB: [REDACTED]
 - Position: Sole Officer/Director
 - Percentage Owned: 0%

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Monarch Growth Inc.

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 20111448295.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/20/2015 that have been posted, and by documents delivered to this office electronically through 07/22/2015 @ 11:43:03.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/22/2015 @ 11:43:03 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9253440.



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

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/bi/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 Business Center and select "Frequently Asked Questions."

Document must be filed electronically.
Paper documents will not be accepted.

Document processing fee
Fees & forms/cover sheets
are subject to change.

To access other information or to print
copies of filed documents,
visit www.sos.state.co.us and
select Business.



\$125.00

Colorado Secretary of State
Date and Time: 08/05/2011 11:35 AM
ID Number: 20111448295

Document number: 20111448295
Amount Paid: \$125.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority
filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20111448295
(Colorado Secretary of State ID number)

Entity name Monarch Growth Inc.

True name
(if different from the entity name) _____

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Corporation

Jurisdiction Nevada

3. The principal office address of the entity's principal office is

Street address 3800 S. Virginia St.
(Street number and name)

Reno NV 89502
(City) (State) (ZIP/Postal Code)

United States
(Province - if applicable) (Country)

Mailing address
(leave blank if same as street address) _____
(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name
(if an individual) _____
(Last) (First) (Middle) (Suffix)

OR

(if an entity) National Registered Agents, Inc.

(Caution: Do not provide both an individual and an entity name.)

Street address

1535 Grant St.

(Street number and name)

Suite 140

Denver

(City)

CO

(State)

80203

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 08/05/2011
(mm/dd/yyyy)

6. (If applicable, adopt the following statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

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

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

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Robinson

Debra

B

3800 S. Virginia St.

(Last)

(First)

(Middle)

(Suffix)

(Street number and name or Post Office Box information)

Reno

(City)

NV

(State)

89502

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

MONARCH BLACK HAWK, INC.

is a **Corporation** formed or registered on 08/18/1997 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19971131443.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/20/2015 that have been posted, and by documents delivered to this office electronically through 07/22/2015 @ 12:20:24.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/22/2015 @ 12:20:24 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9253515.



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."



Colorado Secretary of State
 Date and Time: 04/27/2012 02:43 PM
 ID Number: 19971131443
 Document number: 20121241027
 Amount Paid: \$25.00

Document must be filed electronically.
 Paper documents will not be accepted.

Document processing fee
 Fees & forms/cover sheets
 are subject to change.

\$25.00

To access other information or print
 copies of filed documents,
 visit www.sos.state.co.us and
 select Business.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-110-106 of the Colorado Revised Statutes (C.R.S.)

ID number: 19971131443

1. Entity name: RIVIERA BLACK HAWK, INC.
(If changing the name of the corporation, indicate name BEFORE the name change)

2. New Entity name:
 (if applicable) MONARCH BLACK HAWK, INC.

3. Use of Restricted Words *(if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):*

"bank" or "trust" or any derivative thereof
 "credit union" "savings and loan"
 "insurance", "casualty", "mutual", or "surety"

4. Other amendments, if any, are attached.

5. If the amendment provides for an exchange, reclassification or cancellation of issued shares, the attachment states the provisions for implementing the amendment.

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

(mm/dd/yyyy)

OR

If the corporation's period of duration as amended is perpetual, mark this box:

7. (Optional) Delayed effective date: _____
(mm/dd/yyyy)

Notice:

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

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

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

Jaynes Vicki
(Last) (First) (Middle) (Suffix)
Greenberg Traurig, LLP
(Street name and number or Post Office information)
1200 17th St. #2400
Denver CO 80202
(City) (State) (Postal/Zip Code)
United States
(Province – if applicable) (Country – if not US)

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

Disclaimer:

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

ARTICLES OF INCORPORATION

OF

RIVIERA BLACK HAWK, INC.

19971131443 0

\$ 50.00

SECRETARY OF STATE

08-18-97 15:32:00

The undersigned natural person, being more than 18 years of age, hereby establishes a corporation pursuant to the Colorado Business Corporation Act (the "Act") and adopts the following articles of incorporation:

ARTICLE I

Name

The name of the corporation is Riviera Black Hawk, Inc. ✓

ARTICLE II

Capital; Shareholders

2.1 Authorized Capital. The aggregate number of shares that the corporation shall have authority to issue is 10,000 shares of common stock each having a par value of \$.01.

2.2 Voting of Shares. Each shareholder of record entitled to vote shall have one vote for each share of stock standing in his name on the books of the corporation, except that in the election of directors he shall have the right to vote such number of shares for as many persons as there are directors to be elected. Cumulative voting shall not be allowed in the election of directors or for any other purpose.

2.3 Quorum; Vote Required. At all meetings of shareholders, a majority of the shares entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum; and at any meeting at which a quorum is present the affirmative vote of a majority of the votes cast on the matter represented at such meeting and entitled to vote on the subject matter shall be the act of the shareholders, unless the vote of a greater proportion or number is required by the laws of Colorado.



ARTICLE III

No Preemptive Rights

No shareholder of the corporation shall have any preemptive or similar right to acquire or subscribe for any additional unissued shares of stock, or other securities of any class, or rights, warrants or options to purchase stock or scrip, or securities of any kind convertible into stock or carrying stock purchase warrants or privileges.

ARTICLE IV

Board of Directors

The corporate powers shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, a board of directors.

ARTICLE V

Limitation on Liability

To the fullest extent permitted by the Act, as the same exists or may hereafter be amended, a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except that this provision shall not eliminate or limit the liability of a director to the Corporation or to its shareholders for monetary damages otherwise existing for (i) any breach of the director's duty of loyalty to the Corporation or to its shareholders; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) acts specified in Section 7-108-403 of the Act relating to any unlawful distribution; or (iv) any transaction from which the director directly or indirectly derived any improper personal benefit. If the Act is hereafter amended to eliminate or limit further the liability of a director, then, in addition to the elimination and limitation of liability provided by the preceding sentence, the liability of each director shall be eliminated or limited to the fullest extent permitted by the Act as so amended. Any repeal or modification of this Article by the shareholders of the corporation shall be prospective only and shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE VI
INDEMNIFICATION

The corporation shall indemnify officers, directors, employees or agents to the extent provided in the bylaws.

ARTICLE VII

Offices

7.1 Registered Agent. The street address of the initial registered office of the corporation is 1675 Broadway, Suite 1200, Denver, CO 80202. The name of its initial registered agent at such address is CT Corporation System~~s~~. The written consent of the initial registered agent to the appointment as such is stated below.

7.2 Principal Office. The address of the corporation's initial principal office is 1675 Broadway, Suite 1200, Denver, CO 80202.

ARTICLE VIII

Incorporator

The name and address of the incorporator is Thomas A. Richardson, 1700 Lincoln, Suite 4100, Denver, Colorado 80203

Dated: August 7, 1997



Thomas A. Richardson

REGISTERED AGENT'S ACCEPTANCE OF APPOINTMENT

The undersigned officer of CT Corporation Systems hereby consents to the corporation's appointment as the initial registered agent for Riviera Gaming Management of Colorado, Inc.

CT CORPORATION SYSTEMS



By: _____

Its: Asst. Vice - President

JOINT UNANIMOUS WRITTEN CONSENT IN LIEU OF
A MEETING OF THE SOLE SHAREHOLDER AND
THE BOARD OF DIRECTORS
OF
RIVIERA BLACK HAWK, INC.

THE UNDERSIGNED, being the sole shareholder and the sole member of the board of directors (the "Board of Directors") of Riviera Black Hawk, Inc., a Colorado corporation (the "Company"), hereby adopts the following resolutions by written consent:

WHEREAS, pursuant to that certain Stock Purchase Agreement (the "Purchase Agreement"), dated as of September 29, 2011, by and among Riviera Holdings Corporation, a Nevada corporation, Riviera Operating Corporation, a Nevada corporation, Riviera Black Hawk, Inc., a Colorado corporation, Monarch Growth Inc., a Nevada corporation and Monarch Casino & Resort, Inc., a Nevada corporation, Monarch Growth Inc. became the sole stockholder of the Company as of the Closing (as defined in the Purchase Agreement).

IT IS HEREBY RESOLVED, that effective as of the Closing, the following individual be, and hereby is, elected as the sole member of the Board of Directors to serve until the next annual meeting of the Company and until his successor is duly elected and qualified:

John Farahi

RESOLVED FURTHER, that effective as of the Closing, the following individuals be, and hereby are, appointed as the officers of the Company:

<u>Name</u>	<u>Office</u>
David Farahi	President
Bob Farahi	Secretary
Ronald Rowan	Treasurer

RESOLVED FURTHER, that the President, Secretary and Treasurer of the Company (each such person, an "Authorized Officer") be, and each of them hereby is, authorized and empowered to execute and deliver the License Agreement (as defined in the Purchase Agreement) and the Transition Services Agreement (as defined in the Purchase Agreement), including any exhibits and schedules attached thereto, in the name and on behalf of the Company with such additions, deletions or changes therein (including, without limitation, any additions, deletions or changes to any schedules or exhibits thereto) as the Authorized Officer executing the same shall approve (the execution and delivery thereof by any such Authorized Officer to be conclusive evidence of his approval of any such additions, deletions or changes).

RESOLVED FURTHER, that the Company be, and hereby is, authorized and empowered to perform all of its obligations under the License Agreement and the Transition Services Agreement.

RESOLVED FURTHER, that each of the Authorized Officers be, and each of them hereby is, authorized and empowered (i) to take all such further action and to execute and deliver all such further agreements, certificates, instruments and documents, in the name and on behalf of the Company, and if requested or required, to pay or cause to be paid all expenses and (ii) to take all such other actions as they

or any one of them shall deem necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

RESOLVED FURTHER, that all actions taken prior to the date hereof by any officer of the Company, or by those acting at the direction of any of them, in connection with any matter referred to or contemplated in the foregoing resolutions be, and they hereby are, approved, ratified and confirmed in all respects.

RESOLVED FURTHER, that the omission from these resolutions of any agreement or other arrangement contemplated by any of the agreements or instruments described in the foregoing resolutions or any action to be taken in accordance with any requirements of any of the agreements or instruments described in the foregoing resolutions shall in no manner derogate from the authority of the Authorized Officers to take all actions necessary, desirable, advisable or appropriate to consummate, effectuate, carry out or further the transactions contemplated by and the intent and purposes of the foregoing resolutions.

[Signature Page Follows]

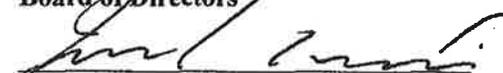
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in Lieu of a Meeting of the Sole Shareholder and the Board of Directors of the Company effective as of April 26, 2012.

Sole Stockholder

Monarch Growth Inc.

By: 
David Farahi
Its: President

Board of Directors


John Farahi

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

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

Chicago Dogs Eatery Inc

is a **Corporation** formed or registered on 07/01/2015 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20151434270.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/17/2015 that have been posted, and by documents delivered to this office electronically through 07/20/2015 @ 14:47:01.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/20/2015 @ 14:47:01 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9251163.



A handwritten signature in blue ink that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

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

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation 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 Business Center and select "Frequently Asked Questions."



Colorado Secretary of State
 Date and Time: 07/01/2015 01:38 PM
 ID Number: 20151434270

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Document number: 20151434270
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Chicago Dogs Eatery Inc

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address 444 Main Street
(Street number and name)

Black Hawk CO 80422
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address
 (leave blank if same as street address) _____
(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name
 (if an individual) _____
(Last) (First) (Middle) (Suffix)

or

(if an entity) National Registered Agents, INC.
(Caution: Do not provide both an individual and an entity name.)

Street address 1675 Broadway
(Street number and name)

Suite 1200
Denver CO 80202
(City) (State) (ZIP/Postal Code)

Mailing address
 (leave blank if same as street address) _____
(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Boyer Lisa
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 444 Main Street
(Street number and name or Post Office Box information)
Black Hawk CO 80422
(City) (State) (ZIP/Postal Code)
United States.
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

The corporation is authorized to issue 1,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

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

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

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Boyer Lisa
(Last) (First) (Middle) (Suffix)
[REDACTED]
(Street number and name or Post Office Box information)
[REDACTED]
[REDACTED] [REDACTED] [REDACTED]
(City) (State) (ZIP/Postal Code)
(Province – if applicable) United States
(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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

**BYLAWS
OF
CHICAGO DOGS EATERY INC.**

ARTICLE I	SHAREHOLDERS	1
1.1.	Annual Shareholders' Meeting	1
1.2.	Special Shareholders' Meeting	1
1.3.	Record Date for Determination of Shareholders	1
1.4.	Voting List	2
1.5.	Notice to Shareholders	2
1.6.	Quorum	3
1.7.	Voting Entitlement of Shares	3
1.8.	Proxies; Acceptance of Votes and Consents	3
1.9.	Waiver of Notice	4
1.10.	Action by Shareholders Without a Meeting	4
1.11.	Meetings by Telecommunications	4
ARTICLE II	DIRECTORS	5
2.1.	Authority of the Board of Directors	5
2.2.	Number	5
2.3.	Qualification	5
2.4.	Election	5
2.5.	Term	5
2.6.	Resignation	5
2.7.	Removal	5
2.8.	Vacancies	5
2.9.	Meetings	6
2.10.	Notice of Special Meeting	6
2.11.	Quorum	6
2.12.	Waiver of Notice	7
2.13.	Attendance by Telephone	7
2.14.	Deemed Assent to Action	7
2.15.	Action by Directors Without a Meeting	7
ARTICLE III	COMMITTEES OF THE BOARD OF DIRECTORS	8
3.1.	Committees of the Board of Directors	8
ARTICLE IV	OFFICERS	9
4.1.	General	9
4.2.	Term	9
4.3.	Removal and Resignation	9
4.4.	President	9
4.5.	Vice President	10
4.6.	Secretary	10
4.7.	Assistant Secretary	10
4.8.	Treasurer	10

4.9.	Assistant Treasurer.....	11
4.10.	Compensation	11
ARTICLE V	INDEMNIFICATION	11
5.1.	Definitions.....	11
5.2.	Authority to Indemnify Directors.....	12
5.3.	Mandatory Indemnification of Directors.....	13
5.4.	Advance of Expenses to Directors	13
5.5.	Court-ordered Indemnification of Directors	13
5.6.	Determination and Authorization of Indemnification of Directors.....	14
5.7.	Indemnification of Officers, Employees, Fiduciaries, and Agents	15
5.8.	Insurance	15
5.9.	Notice to Shareholders of Indemnification of Director.....	15
ARTICLE VI	SHARES	16
6.1.	Certificates	16
6.2.	Facsimile Signatures	16
6.3.	Transfer of Shares	16
6.4.	Shares Held for Account of Another.....	17
ARTICLE VII	MISCELLANEOUS	17
7.1.	Corporate Seal.....	17
7.2.	Fiscal Year	17
7.3.	Receipt of Notices by the Corporation.....	17
7.4.	Amendment of Bylaws.....	18

**BYLAWS
OF
CHICAGO DOGS EATERY INC.**

**ARTICLE I
SHAREHOLDERS**

1.1. Annual Shareholders' Meeting. The annual shareholders' meeting shall be held on the date and at the time and place fixed from time to time by the board of directors; provided, however, that the first annual meeting shall be held on a date that is within six months after the close of the first fiscal year of the Corporation, and each successive annual meeting shall be held on a date that is within the earlier of six (6) months after the close of the last fiscal year or fifteen (15) months after the last annual meeting.

1.2. Special Shareholders' Meeting. A special shareholders' meeting for any purpose or purposes, may be called by the board of directors or the president. The Corporation shall also hold a special shareholders' meeting in the event it receives, in the manner specified in Section 7.3., one or more written demands for the meeting, stating the purpose or purposes for which it is to be held, signed and dated by the holders of shares representing not less than one-tenth of all of the votes entitled to be cast on any issue at the meeting. Special meetings shall be held at the principal office of the Corporation or at such other place as the board of directors or the president may determine.

1.3. Record Date for Determination of Shareholders.

(a) In order to make a determination of shareholders (1) entitled to notice of or to vote any shareholders' meeting or at any adjournment of a shareholders' meeting, (2) entitled to demand a special shareholders' meeting, (3) entitled to take any other action, (4) entitled to receive payment of a share dividend or a distribution, or (5) for any other purpose, the board of directors may fix a future date as the record date for such determination of shareholders. The record date may be fixed not more than seventy (70) days before the date of the proposed action.

(b) Unless otherwise specified when the record date is fixed, the time of day for determination of shareholders shall be as of the Corporation's close of business on the record date.

(c) A determination of shareholders entitled to be given notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the board of directors fixes a new record date, which the board shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

(d) If no record date is otherwise fixed, the record date for determining shareholders entitled to be given notice of and to vote at an annual meeting or special shareholders' meeting is the day before the first notice is given to shareholders.

(e) The record date for determining shareholders entitled to take action without a meeting pursuant to Sections 1.10, and 1.11. is the date a writing upon which the action is taken is first received by the Corporation.

1.4. Voting List.

(a) After a record date is fixed for a shareholders' meeting, the secretary shall prepare a list of names of all its shareholders who are entitled to be given notice of the meeting. The list shall be arranged by voting groups and within each voting group by class or series of shares, shall be alphabetical within each class or series, and shall show the address of, and the number of shares of each such class and series that are held by, each shareholder.

(b) The shareholders' list shall be available for inspection by any shareholders, beginning the earlier of ten (10) days before the meeting for which the list was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting, and any adjournment thereof, at the Corporation's principal office or at a place identified in the notice of the meeting in the city where the meeting will be held.

(c) The secretary shall make the shareholders' list available at the meeting, and any shareholder or agent or attorney of a shareholder is entitled to inspect the list at any time during the meeting or any adjournments.

1.5. Notice to Shareholders.

(a) The secretary shall give notice to shareholders of the date, time, and place of each annual and special shareholders' meeting no fewer than ten (10) nor more than sixty (60) days before the date of the meeting; except that, if the articles of incorporation are to be amended to increase the number of authorized shares, at least thirty (30) days' notice shall be given. Except as otherwise required by the Colorado Business Corporation Act, the secretary shall be required to give such notice only to shareholders entitled to vote at the meeting.

(b) Notice of an annual shareholders' meeting need not include a description of the purpose or purposes for which the meeting is called unless a purpose of the meeting is to consider an amendment to the articles of incorporation, a restatement of the articles of incorporation, a plan of merger or share exchange, disposition of substantially all of the property of the Corporation, consent by the Corporation to the disposition of property by another entity, or dissolution of the Corporation.

(c) Notice of a special shareholders' meeting shall include a description of the purpose or purposes for which the meeting is called.

(d) Notice of a shareholders' meeting shall be in writing and shall be given

(1) by deposit in the United States mail, properly addressed to the shareholder's address shown in the Corporation's current record of shareholders, first class postage prepaid, and, if so given, shall be effective when mailed; or

(2) by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier or by personal delivery to the shareholder, and, if so given, shall be effective when actually received by the shareholder.

(e) If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment; provided, however, that, if a new record date for the adjourned meeting is fixed pursuant to Section 1.3.(c), notice of the adjourned meeting shall be given to persons who are shareholders as of the new record date.

(f) If three (3) successive notices are given by the Corporation, whether with respect to a shareholders' meeting or otherwise, to a shareholder and are returned as undeliverable, no further notices to such shareholder shall be necessary until another address for the shareholder is made known to the Corporation.

1.6. Quorum. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. A majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on the matter. If a quorum does not exist with respect to any voting group, the president or any shareholder or proxy that is present at the meeting, whether or not a member of that voting group, may adjourn the meeting to a different date, time, or place, and (subject to the next sentence) notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed pursuant to Section 1.3.(c), notice of the adjourned meeting shall be given pursuant to Section 1.5. to persons who are shareholders as of the new record date. At any adjourned meeting at which a quorum exists, any matter may be acted upon that could have been acted upon at the meeting originally called; provided, however, that, if new notice is given of the adjourned meeting, then such notice shall state the purpose or purposes of the adjourned meeting sufficiently to permit action on such matters. Once a share is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

1.7. Voting Entitlement of Shares. Except as stated in the articles of incorporation, each outstanding share, regardless of class, is entitled to one vote, and each fractional share is entitled to a corresponding fractional vote, on each matter voted on at a shareholders' meeting.

1.8. Proxies; Acceptance of Votes and Consents.

(a) A shareholder may vote either in person or by proxy.

(b) An appointment of a proxy is not effective against the Corporation until the appointment is received by the Corporation. An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form.

(c) The Corporation may accept or reject any appointment of a proxy, revocation of appointment of a proxy, vote, consent, waiver, or other writing purportedly signed by or for a shareholder, if such acceptance or rejection is in accordance with the provisions of Sections 7-107-203 and 7-107-205 of the Colorado Business Corporation Act.

1.9. Waiver of Notice.

(a) A shareholder may waive any notice required by the Colorado Business Corporation Act, the articles of incorporation, or these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion in the minutes or filing with the corporation records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

1.10. Action by Shareholders Without a Meeting. Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if all of the shareholders entitled to vote thereon consent to such action in writing. Action taken pursuant to this section shall be effective when the Corporation has received writings that describe and consent to the action, signed by all of the shareholders entitled to vote thereon. Action taken pursuant to this section shall be effective as of the date the last writing necessary to effect the action is received by the Corporation, unless all of the writings necessary to effect the action specify another date, which may be before or after the date the writings are received by the Corporation. Such action shall have the same effect as action taken at a meeting of shareholders and may be described as such in any document. Any shareholder who has signed a writing describing and consenting to action taken pursuant to this section may revoke such consent by a writing signed by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked, if such writing is received by the Corporation before the effectiveness of the action.

1.11. Meetings by Telecommunications. Any or all of the shareholders may participate in an annual or special shareholders' meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

**ARTICLE II
DIRECTORS**

2.1. Authority of the Board of Directors. The corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a board of directors.

2.2. Number. The number of directors shall be fixed by resolution of the board of directors from time to time and may be increased or decreased by resolution adopted by the board of directors from time to time, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

2.3. Qualification. Directors shall be natural persons at least eighteen (18) years old but need not be residents of the State of Colorado or shareholders of the Corporation.

2.4. Election. The board of directors shall be elected at the annual meeting of the shareholders or at a special meeting called for that purpose.

2.5. Term. Each director shall be elected to hold office until the next annual meeting of shareholders and until the director's successor is elected and qualified.

2.6. Resignation. A director may resign at any time by giving written notice of his or her resignation to any other director or (if the director is not also the secretary) to the secretary. The resignation shall be effective when it is received by the other director or secretary, as the case may be, unless the notice of resignation specifies a later effective date. Acceptance of such resignation shall not be necessary to make it effective unless the notice so provides.

2.7. Removal. Any director may be removed by the shareholders of the voting group that elected the director, with or without cause, at a meeting called for that purpose. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of the directors. A director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

2.8. Vacancies.

(a) If a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors:

(1) The shareholders may fill the vacancy at the next annual meeting or at a special meeting called for that purpose; or

(2) The board of directors may fill the vacancy; or

(3) If the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

(b) Notwithstanding Section 2.8.(a), if the vacant office was held by a director elected by a voting group of shareholders, then, if one or more of the remaining directors were elected by the same voting group, only such directors are entitled to vote to fill the vacancy if it is filled by directors, and they may do so by the affirmative vote of a majority of such directors remaining in office; and only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders.

(c) A vacancy that will occur at a specific later date, by reason of a resignation that will be come effective at a later date under Section 2.6. or otherwise, may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

2.9. Meetings. The board of directors may hold regular or special meetings in or out of Colorado. A regular meeting shall be held, without other notice than these Bylaws, immediately after and at the same place as the annual meeting of shareholders. The board of directors may, by resolution, establish other dates, times, and places for additional regular meetings, which may thereafter be held without further notice. Special meetings may be called by the president or by any two directors and shall be held at the principal office of the Corporation unless another place is consented to by every director. At any time when the board consists of a single director, that director may act at any time, date, or place without notice.

2.10. Notice of Special Meeting. Notice of a special meeting shall be given to every director at least twenty-four (24) hours before the time of the meeting, stating the date, time, and place of the meeting. The notice need not describe the purpose of the meeting. Notice may be given orally to the director, personally, or by telephone or other wire or wireless communication. Notice may also be given in writing by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier. Notice shall be effective at the earliest of the time it is received; five days after it is deposited in the United States mail, properly addressed to the last address of the director shown on the records of the Corporation, first class postage prepaid; or the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, in the United States mail and if the return receipt is signed by the director to whom the notice is addressed.

2.11. Quorum. Except as provided in Section 2.8., a majority of the number of directors fixed in accordance with these Bylaws shall constitute a quorum for the transaction of business at all meetings of the board of directors. The act of the majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, except as otherwise specifically required by law.

2.12. Waiver of Notice.

(a) A director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. Except as provided by Section 2.12.(b), the waiver shall be in writing

and shall be signed by the director. Such waiver shall be delivered to the secretary for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless, at the beginning of the meeting or promptly upon his or her later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

2.13. Attendance by Telephone. One or more directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

2.14. Deemed Assent to Action. A director who is present at a meeting of the board of directors when corporate action is taken shall be deemed to have assented to all action taken at the meeting unless:

(a) The director objects at the beginning of the meeting, or promptly upon his or her arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

(b) The director contemporaneously requests that his or her dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

(c) The director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the secretary (or, if the director is the secretary, by another director) promptly after adjournment of the meeting.

The right of dissent or abstention pursuant to this Section 2.14, as to a specific action is not available to a director who votes in favor of the action taken.

2.15. Action by Directors Without a Meeting. Any action required or permitted by law to be taken at a board of directors' meeting may be taken without a meeting if all members of the board consent to such action in writing. Action shall be deemed to have been so taken by the board at the time the last director signs a writing describing the action taken, unless, before such time, any director has revoked his or her consent by a writing signed by the director and received by the secretary or any other person authorized by the Bylaws or the board of directors to receive such a revocation. Such action shall be effective at the time and date it is so taken unless the directors establish a different effective time or date. Such action has the same effect as action taken at a meeting of directors and may be described as such in any document.

**ARTICLE III
COMMITTEES OF THE BOARD OF DIRECTORS**

3.1. Committees of the Board of Directors.

(a) Subject to the provisions of Section 7-109-106 of the Colorado Business Corporation Act, the board of directors may create one or more committees and appoint one or more members of the board of directors to serve on them. The creation of a committee and appointment of members to it shall require the approval of a majority of all the directors in office when the action is taken, whether or not those directors constitute a quorum of the board.

(b) The provisions of these Bylaws governing meetings, action without meeting, notice, waiver of notice, and quorum and voting requirements of the board of directors apply to committees and their members as well.

(c) To the extent specified by resolution adopted from time to time by a majority of all the directors in office when the resolution is adopted, whether or not those directors constitute a quorum of the board, each committee shall exercise the authority of the board of directors with respect to the corporate powers and the management of the business and affairs of the Corporation; except that a committee shall not:

- (1) Authorize distributions;
- (2) Approve or propose to shareholders action that the Colorado Business Corporation Act requires to be approved by shareholders;
- (3) Fill vacancies on the board of directors or on any of its committees;
- (4) Amend the articles of incorporation pursuant to Section 7-110-102 of the Colorado Business Corporation Act;
- (5) Adopt, amend, or repeal bylaws;
- (6) Approve a plan of merger not requiring shareholder approval;
- (7) Authorize or approve reacquisition of shares, except according to a formula or method prescribed by the board of directors; or
- (8) Authorize or approve the issuance or sale of shares, or a contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares; except that the board of directors may authorize a committee or an officer to do so within limits specifically prescribed by the board of directors.

(d) The creation of, delegation of authority to, or action by, a committee does not alone constitute compliance by a director with applicable standards of conduct.

ARTICLE IV OFFICERS

4.1. General. The Corporation may have as officers a chief executive officer, chief financial officer, chief operating officer, and shall have a president, a secretary, and a treasurer, who shall be appointed by the board of directors. The board of directors may appoint as additional officers a chairman and other officers of the board. The board of directors, the president, and such other subordinate officers as the board of directors may authorize from time to time, acting singly, may appoint as additional officers one or more vice presidents, assistant secretaries, assistant treasurers, and such other subordinate officers as the board of directors, the president, or such other appointing officers deem necessary or appropriate. The officers of the Corporation shall hold their offices for such terms and shall exercise such authority and perform such duties as shall be determined from time to time by these Bylaws, the board of directors, or (with respect to officers who are appointed by the president or other appointing officers) the persons appointing them; provided, however, that the board of directors may change the term of offices and the authority of any officer appointed by the present or other appointing officers. Any two or more offices may be held by the same person. The officers of the Corporation shall be natural persons at least eighteen (18) years old.

4.2. Term. Each officer shall hold office from the time of appointment until the time of removal or resignation pursuant to Section 4.3. or until the officer's death.

4.3. Removal and Resignation. Any officer appointed by the board of directors may be removed at any time by the board of directors. Any officer appointed by the president or other appointing officer may be removed at any time by the board of directors or by the person appointing the officer. Any officer may resign at any time by giving written notice of resignation to any director (or to any director other than the resigning officer if the officer is also a director), to the president, to the secretary, or to the officer who appointed the officer. Acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides.

4.4. President. The president shall preside at all meetings of shareholders, and the president shall also preside at all meetings of the board of directors unless the board of directors has appointed a chairman, vice chairman, or other officer of the board and has authorized such person to preside at meetings of the board of directors instead of the president. Subject to the direction and control of the board of directors, the president shall be the chief executive officer and of the Corporation and as such shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the board of directors are carried into effect. The president may negotiate, enter into, and execute contracts, deeds and other instruments on behalf of the Corporation as are necessary and appropriate to the conduct of the business and affairs of the Corporation or as are approved by the board of directors. The president shall have such additional authority and duties as are appropriate and customary for the office of president and chief executive officer, except as the same may be expanded or limited by the board of directors from time to time.

4.5. Vice President. The vice president, if any, or, if there are more than one, the vice presidents in the order determined by the board of directors or the president (or, if no such determination is made, in the order of their appointment), shall be the officer or officers next in seniority after the president. Each vice president shall have such authority and duties as are prescribed by the board of directors or president. Upon the death, absence, or disability of the president, the vice president, if any, or, if there are more than one, the vice presidents in the order determined by the board of directors or the president, shall have the authority and duties of the president.

4.6. Secretary. The secretary shall be responsible for the preparation and maintenance of minutes of the meetings of the board of directors and of the shareholders and of the other records and information required to be kept by the Corporation under Section 7-116-101 of the Colorado Business Corporation Act and for authenticating records of the Corporation. The secretary shall also give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, keep the minutes of such meetings, have charge of the corporate seal and have authority to affix the corporate seal to any instrument requiring it (and, when so affixed, it may be attested by the secretary's signature), be responsible for the maintenance of all other corporate records and files and for the preparation and filing of reports to governmental agencies (other than tax returns), and have such other authority and duties as are appropriate and customary for the office of secretary, except as the same may be expanded or limited by the board of directors from time to time.

4.7. Assistant Secretary. The assistant secretary, if any, or, if there are more than one, the assistant secretaries in the order determined by the board of directors or the secretary (or, if no such determination is made, in the order of their appointment) shall, under the supervision of the secretary, perform such duties and have such authority as may be prescribed from time to time by the board of directors or the secretary. Upon the death, absence, or disability of the secretary, the assistant secretary, if any, or if there are more than one, the assistant secretaries in the order designated by the board of directors or the secretary (or, if no such determination is made, in the order of their appointment), shall have the authority and duties of the secretary.

4.8. Treasurer. The treasurer shall have control of the funds and the care and custody of all stocks, bonds, and other securities owned by the Corporation, and shall be responsible for the preparation and filing of tax returns. The treasurer shall receive all moneys paid to the Corporation and, subject to any limits imposed by the board of directors, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Corporation's name and on the Corporation's behalf, and give full discharge for the same. The treasurer shall also have charge of disbursement of funds of the Corporation, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the board of directors. The treasurer shall have such additional authority and duties as are appropriate and customary for the office of treasurer, except as the same may be expanded or limited by the board of directors from time to time.

4.9. Assistant Treasurer. The assistant treasurer, if any, or, if there are more than one, the assistant treasurers in the order determined by the board of directors or the treasurer (or, if no such determination is made, in the order of their appointment) shall, under the supervision of the treasurer, perform such duties and have such authority as may be prescribed from time to time by the board of directors or the treasurer. Upon the death, absence, or disability of the treasurer, the assistant treasurer, if any, or, if there are more than one, the assistant treasurers in the order designated by the board of directors or the treasurer (or, if no such determination is made, in the order of their appointment), shall have the authority and duties of the treasurer.

4.10. Compensation. Officers shall receive such compensation for their services as may be authorized or ratified by the board of directors. Election or appointment of an officer shall not of itself create a contractual right to compensation for services performed as such officer.

ARTICLE V INDEMNIFICATION

5.1. Definitions. As used in this article:

(a) "Corporation" includes any domestic or foreign entity that is a predecessor of the Corporation by reason of a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan. A director is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(c) "Expenses" includes counsel fees.

(d) "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses.

(e) "Official capacity" means, when used with respect to a director, the office of director in the Corporation and, when used with respect to a person other than a director as contemplated in Section 5.1.(a), the office in the Corporation held by the officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the Corporation. "Official capacity" does not include service for any other domestic or foreign corporation or other person or employee benefit plan.

(f) "Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(g) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

5.2. Authority to Indemnify Directors.

(a) Except as provided in Section 5.2.(d), the Corporation may indemnify a person made a party to a proceeding because the person is or was a director against liability incurred in the proceeding if:

(1) The person conducted himself or herself in good faith; and

(2) The person reasonably believed:

(A) In the case of conduct in an official capacity with the Corporation, that his or her conduct was in the Corporation's best interests; and

(B) In all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and

(3) In the case of any criminal proceeding, the person had no reasonable cause to believe his or her conduct was unlawful.

(b) A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of Section 5.2.(a)(2)(B). A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 5.2.(a)(1).

(c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this Section 5.2.

(d) The Corporation may not indemnify a director under this Section 5.2.

(1) In connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; or

(2) In connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the director was adjudged liable on the basis that he or she derived an improper personal benefit.

(e) Indemnification permitted under this Section 5.2. in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

5.3. Mandatory Indemnification of Directors. The Corporation shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director, against reasonable expenses incurred by him or her in connection with the proceeding.

5.4. Advance of Expenses to Directors.

(a) The Corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

(1) The director furnishes to the Corporation a written affirmation of the director's good faith belief that he or she has met the standard of conduct described in Section 5.2.

(2) The director furnishes to the Corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under this article.

(b) The undertaking required by Section 5.4.(a)(2) shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this Section 5.4. shall be made in the manner specified in Section 5.6.

5.5. Court-ordered Indemnification of Directors. A director who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

(a) If it determines that the director is entitled to mandatory indemnification under Section 5.3., the court shall order indemnification, in which case the court shall also order the Corporation to pay the director's reasonable expenses incurred to obtain court-ordered indemnification.

(b) If it determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set

forth in Section 5.2.(a) or was adjudged liable in the circumstances described in Section 5.2.(d), the court may order such indemnification as the court deems proper; except that the indemnification with respect to any proceeding in which liability shall have been adjudged in the circumstances described in Section 5.2.(d) is limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

5.6. Determination and Authorization of Indemnification of Directors.

(a) The Corporation may not indemnify a director under Section 5.2, unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in Section 5.2. The Corporation shall not advance expenses to a director under Section 5.4, unless authorized in the specific case after the written affirmation and undertaking required by Sections 5.4.(a)(1) and 5.4.(a)(2) are received and the determination required by Section 5.4.(a)(3) has been made.

(b) The determination required by Section 5.6.(a) shall be made:

(1) By the board of directors by a majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the proceeding shall be counted in satisfying the quorum; or

(2) If a quorum cannot be obtained, by a majority vote of a committee of the board of directors designated by the board of directors, which committee shall consist of two or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.

(c) If a quorum cannot be obtained as contemplated in Section 5.6.(b)(1), and a committee cannot be established under Section 5.6.(b)(2) if a quorum is obtained or a committee is designated, if a majority of the directors constituting such quorum or such committee so directs, the determination required to be made by Section 5.6.(a) shall be made:

(1) By independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in Section 5.6.(b)(1) or 5.6.(b)(2), or, if a quorum of the full board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board of directors; or

(2) By the shareholders.

(d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

5.7. Indemnification of Officers, Employees, Fiduciaries, and Agents.

(a) An officer is entitled to mandatory indemnification under Section 5.3. and is entitled to apply for court-ordered indemnification under Section 5.5., in each case to the same extent as a director;

(b) The Corporation may indemnify and advance expenses to an officer, employee, fiduciary, or agent of the Corporation to the same extent as to a director; and

(c) The Corporation may also indemnify and advance expenses to an officer, employee, fiduciary, or agent who is not a director to a greater extent than is provided in these Bylaws, if not inconsistent with public policy, and if provided for by general or specific action of its board of directors or shareholders or by contract.

5.8. Insurance. The Corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the Corporation, or who, while a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from his or her status as a director, officer, employee, fiduciary, or agent, whether or not the Corporation would have power to indemnify the person against the same liability under Sections 5.2., 5.3., or 5.7. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity or any other interest through stock ownership or otherwise.

5.9. Notice to Shareholders of Indemnification of Director. If the Corporation indemnifies or advances expenses to a director under this article in connection with a proceeding by or in the right of the Corporation, the Corporation shall give written notice of the indemnification or advance to the shareholders with or before the notice of the next shareholders' meeting. If the next shareholder action is taken without a meeting at the instigation of the board of directors, such notice shall be given to the shareholders at or before the time the first shareholder signs a writing consenting to such action.

**ARTICLE VI
SHARES**

6.1. Certificates. Certificates representing shares of the capital stock of the Corporation shall be in such form as is approved by the board of directors and shall be signed by the chairman or vice chairman of the board of directors (if any), or the president or any vice president, and by the secretary

or an assistant secretary or the treasurer or an assistant treasurer. All certificates shall be consecutively numbered, and the names of the owners, the number of shares, and the date of issue shall be entered on the books of the Corporation. Each certificate representing shares shall state upon its face

- (a) That the Corporation is organized under the laws of the State of Colorado;
- (b) The name of the person to whom issued;
- (c) The number and class of the shares and the designation of the series, if any, that the certificate represents;
- (d) The par value, if any, of each share represented by the certificate;
- (e) A conspicuous statement, on the front or the back, that the Corporation will furnish to the shareholder, on request in writing and without charge, information concerning the designations, preferences, limitations, and relative rights applicable to each class, the variations in preferences, limitations, and rights determined for each series, and the authority of the board of directors to determine variations for future classes or series; and
- (f) Any restrictions imposed by the Corporation upon the transfer of the shares represented by the certificate.

6.2. Facsimile Signatures. Where a certificate is signed

- (a) By a transfer agent other than the Corporation or its employee, or
- (b) By a registrar other than the Corporation or its employee, any or all of the officers' signatures on the certificate required by Section 6.1. may be facsimile. If any officer, transfer agent, or registrar who has signed, or whose facsimile signature or signatures have been placed upon, any certificate, shall cease to be such officer, transfer agent, or registrar, whether because of death, resignation, or otherwise, before the certificate is issued by the Corporation, it may nevertheless be issued by the Corporation with the same effect as if he or she were such officer, transfer agent, or registrar at the date of issue.

6.3. Transfer of Shares. Transfers of shares shall be made on the books of the Corporation only upon presentation of the certificate or certificates representing such shares properly endorsed by the person or persons appearing upon the face of such certificate to be the owner, or accompanied by a proper transfer or assignment separate from the certificate, except as may otherwise be expressly provided by the statutes of the State of Colorado or by order of a court of competent jurisdiction. The officers or transfer agents of the Corporation may, in their discretion, require a signature guaranty before making any transfer. The Corporation shall be entitled to treat the person in whose name any shares are registered on its books as the owner of those shares for all purposes and shall

not be bound to recognize any equitable or other claim or interest in the shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interest.

6.4. Shares Held for Account of Another. The board of directors may adopt by resolution a procedure whereby a shareholder of the Corporation may certify in writing to the Corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person or persons. The resolution shall set forth

- (a) The classification of shareholders who may certify;
- (b) The purpose or purposes for which the certification may be made;
- (c) The form of certification and information to be contained herein;
- (d) If the certification is with respect to a record date or closing of the stock transfer books, the time after the record date or the closing of the stock transfer books within which the certification must be received by the Corporation; and
- (e) Such other provisions with respect to the procedure as are deemed necessary or desirable. Upon receipt by the Corporation of a certification complying with the procedure, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the holders of record of the number of shares specified in place of the shareholders making the certification.

ARTICLE VII MISCELLANEOUS

7.1. Corporate Seal. The board of directors may adopt a seal, circular in form and bearing the name of the Corporation and the words "SEAL" and "COLORADO," which, when adopted, shall constitute the seal of the Corporation. The seal may be used by causing it or a facsimile of it to be impressed, affixed, manually reproduced, or rubber stamped with indelible ink.

7.2. Fiscal Year. The board of directors may, by resolution, adopt a fiscal year for the Corporation.

7.3. Receipt of Notices by the Corporation. Notices, shareholder writings consenting to action, and other documents or writings shall be deemed to have been received by the Corporation when they are received

- (a) At the registered office of the Corporation in the State of Colorado.
- (b) At the principal office of the Corporation (as that office is designated in the most recent document filed by the Corporation with the Secretary of State for the State of Colorado designating a principal office) addressed to the attention of the secretary of the Corporation;

(c) By the secretary of the Corporation wherever the secretary may be found; or

(d) By any other person authorized from time to time by the board of directors, the president, or the secretary to receive such writings, wherever such person is found.

7.4. Amendment of Bylaws. These Bylaws may at any time and from time to time be amended, supplemented, or repealed by the board of directors.

The foregoing Bylaws were duly adopted by the Board of Directors as the initial bylaws of Chicago Dogs Eatery, Inc., effective as of July 1st, 2015.

Lisa Bayel
_____, Secretary

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS
OF
CHICAGO DOGS EATERY INC.**

The undersigned, being all of the members of the Board of Directors of Chicago Dogs Eatery Inc., a Colorado corporation (the "Corporation"), hereby adopt the following resolutions by unanimous written consent without a meeting, in accordance with the provisions of the Colorado Business Corporation Act, effective as of July 1st, 2015:

1. APPROVAL OF ACTIONS OF INCORPORATOR

WHEREAS, the Incorporator is empowered to act on behalf of the Corporation pursuant to Section 7-102-105 of the Colorado Business Corporation Act to elect the first Board of Directors; and

WHEREAS, there are no further actions necessary to be taken by the Incorporator of the Corporation, and a Board of Directors consisting of one individual has been duly appointed;

NOW, THEREFORE, BE IT RESOLVED, that all actions of the Incorporator shown to have been taken in connection with the incorporation of the Corporation are hereby ratified, approved and confirmed.

2. APPROVAL OF ARTICLES OF INCORPORATION

WHEREAS, the Articles of Incorporation of the Corporation have been filed on July 1, 2015, in the office of the Colorado Secretary of State;

NOW, THEREFORE, BE IT RESOLVED, that the duly filed Articles of Incorporation, a copy of which is attached hereto as Exhibit A, be, and the same hereby are, approved and accepted and that the Secretary of the Corporation is hereby directed to insert a copy of the Articles of Incorporation, certified by the Secretary of State, into the minute book of the Corporation.

3. ADOPTION OF BYLAWS

RESOLVED, that the Bylaws, a copy of which is attached hereto as Exhibit B, be, and they hereby are, approved and adopted for the regulation and management of the Corporation's affairs; and

FURTHER RESOLVED, that the Secretary is hereby directed to file said Bylaws in the minute book of the Corporation, and to see that a copy of said Bylaws is kept at the principal office of the Corporation.

7. **ADOPTION OF FISCAL YEAR**

WHEREAS, it is deemed to be in the best interest of the Corporation to adopt a fiscal year for tax and accounting purposes;

NOW, THEREFORE, BE IT RESOLVED, that the fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year; and

FURTHER RESOLVED, that the Secretary is hereby authorized and directed to take all necessary steps and to cause all necessary and appropriate forms to be filed with the appropriate governmental agency to reflect the foregoing selection of fiscal year.

8. **DESIGNATION OF DEPOSITORY**

WHEREAS, it is deemed to be in the best interest of the Corporation to provide for a depository for the funds of the Corporation and to authorize certain officers to deal with the corporate funds;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is authorized to establish, in accordance with these resolutions, such banking, borrowing or other financial arrangements as from time to time become necessary or desirable, including arrangements with respect to establishing and maintaining checking and savings accounts, borrowing funds, establishing lines of credit and issuing corporate guarantees; and

FURTHER RESOLVED, that the standard form banking resolutions, loan documents, guarantees, lease agreements and other applicable documents customarily required by any such financial institutions are hereby adopted without the necessity of further action by the Board of Directors at the time any such arrangements are established, except for arrangements obligating the Corporation for more than \$200,000, in which event separate board approval shall be required, it being intended that these resolutions constitute specific board authorization, approval and adoption of all such arrangements (except those obligating the Corporation for \$200,000 or more) as of the time such arrangements are established; and

FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized to select such financial institutions and, subject to the limitations contained in the foregoing resolution, to enter into such financial arrangements as they deem appropriate, to complete and execute the standard form banking resolutions, loan documents, guarantees and other documents customarily required by any such institutions or as may be necessary or appropriate, including the designation of those parties authorized to act on behalf of the Corporation pursuant thereto, as they, in their discretion, deem necessary and in the interest of the Corporation, and to take such other actions and negotiate and execute such other documents as may be required to establish any such arrangements; and

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Corporation is hereby authorized to execute and furnish to any financial institution or other party requesting the same certificates of incumbency with respect to the officers authorized to act on

behalf of the Corporation as provided in these resolutions and to certify to the adoption and continued effectiveness of these resolutions in such form as any such financial institution or other party may customarily require and that copies of any certificates or banking resolutions executed pursuant to these resolutions be placed with the Corporation's records; and

FURTHER RESOLVED, that these resolutions and the authority conferred on the officers herein shall remain in full force and effect until revoked or amended by resolution of the Board of Directors.

9. **AUTHORIZATION TO OBTAIN ALL NECESSARY LICENSES, PERMITS AND APPROVAL TO CONDUCT BUSINESS**

WHEREAS, there may be a number of licenses, permits and approvals that the Corporation is required to obtain before it has necessary authority for the lawful conduct of its business, including obtaining a liquor license and becoming attached to a common consumption area;

NOW, THEREFORE, BE IT RESOLVED, that each and every officer of the Corporation is hereby authorized and directed to take all necessary or advisable steps to cause the Corporation to become lawfully empowered to conduct its business as set forth in the Articles of Incorporation; and

FURTHER RESOLVED, that, without limiting the generality of the foregoing, any such officer is hereby specifically authorized and directed to cause all necessary applications, fees, bonds and other papers, documents and information to be obtained, prepared and filed to obtain all permits and licenses necessary or appropriate for the conduct of the Corporation's business, including a liquor license, and to take all further steps that may be appropriate to obtain necessary licenses of authority; and

FURTHER RESOLVED, that, for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or foreign country in which it is necessary or expedient for the Corporation to transact business, the proper officers of the Corporation be, and they hereby are, authorized to appoint and substitute all necessary agents or attorneys for service of process, and to designate and change the location of all statutory offices, to pay all fees, taxes and assessments, and, under the corporate seal or otherwise, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by law of such state, territory, dependency or country to authorize the Corporation to transact business therein, and whenever it is expedient for the Corporation to cease doing business therein and withdraw therefrom, to revoke the appointment, or surrender the authority of the Corporation to do business in any such state, territory, dependency or country.

10. **CORPORATE COMPLIANCE**

RESOLVED, that, the officers of the Corporation are hereby authorized and directed to take any and all actions they shall deem necessary or appropriate to insure the good standing

status of the Corporation under the laws of the State of Colorado, including without limitation the filing of required reports of the Corporation with the Colorado Secretary of State.

11. GENERAL AUTHORIZATION

RESOLVED, that, in addition to the specific authorizations set forth in any of the foregoing resolutions, the proper officers of the Corporation be, and they hereby are, authorized to take from time to time any and all such action and to execute and deliver from time to time any and all such instruments, requests, receipts, notes, applications, reports, certificates and other documents as may be necessary or advisable in their opinion, or in the opinion of any of them, to effectuate, consummate and comply with the purpose and intent of any of the foregoing resolutions.

The actions taken by this consent shall have the same force and effect as if taken at an organizational meeting of the Board of Directors duly called and constituted pursuant to the Bylaws of the Corporation and the laws of the State of Colorado.

IN WITNESS WHEREOF, this unanimous written consent has been executed effective as of the date stated above.

SOLE DIRECTOR:

Lisa Boyer

Name: Lisa Boyer

July 1, 2015

Date

Exhibit A

Articles of Incorporation

Exhibit B

Bylaws

Exhibit C

Shareholder Agreement

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT, dated as of September 15, 2015 is between The Monarch Black Hawk, Inc. ("Lessor") and Chicago Dogs Eatery Inc. ("Lessee").

RECITALS:

- A. Lessor and Lessee have entered that certain Lease Agreement dated July 21, 2015 ("Lease"), concerning the real property and improvements as set forth in Exhibit A of the Lease ("Property").
- B. The parties desire to amend the Lease as set forth herein.

FIRST AMENDMENT

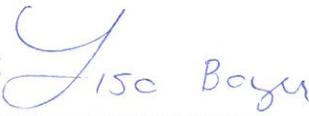
NOW THEREFORE, for good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, intending to be legally bound, Lessor and Lessee hereby amend the Lease as follows:

- 1. PROPERTY. The Property shall be commonly known and designated as: 444 Main Street, Unit A, Black Hawk, Colorado 80422.
- 2. RATIFICATION. All other terms and provisions of the Lease are hereby ratified and confirmed by the parties.

LESSOR:
Monarch Black Hawk, Inc.

LESSEE:
Chicago Dogs Eatery, Inc.

By: 
David Farahi, President
Craig Pleva, GM

By: 
Lisa Boyer, President

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of July 21, 2015 is between Monarch Black Hawk Inc. ("Lessor") and Chicago Dogs Eatery Inc., a Colorado Corporation ("Lessee").

RECITALS:

A. Lessor is the owner of that certain real property and improvements in Monarch Casino Black Hawk, as described in Exhibit A (the "Property").

B. Lessor desires to lease the Property to Lessee, and Lessee desires to lease the Property from Lessor, upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, intending to be legally bound, Lessor hereby leases to Lessee the Property and Lessee hereby takes from Lessor the Property on the following terms:

1. **TERM.** The term of this Lease of the Property shall be for a period beginning upon August 1, and ending July 31, 2016 ((12) months,) and from month-to-month thereafter, unless sooner terminated by provisions hereinafter contained.

2. **RENT.** Lessee shall pay Lessor, without setoff, credit or deduction, a rental of \$1,500 per month, in advance, payable on the first day of each every calendar month during the term. Said rental shall be payable at such location as Lessor shall designate in writing.

3. **LICENSES.** Lessee will use its best efforts to apply for and hold all necessary licenses and permits including, but not limited to, a beer and wine license, in order to operate its business on the Property, or any portions thereof. Lessee shall maintain such licenses or permits in good standing and obtain all necessary renewals thereof during the term of this Lease.

4. **UTILITIES.** Lessor shall furnish, at its own expense and without contribution from Lessee, all electricity, gas, water, heat and air conditioning, and other required or desired utilities for Lessee's operation

and use of the Property.

5. **TAXES.** Lessor shall pay all real and personal property taxes and special assessments on the Property during the term of the Lease.

6. **MAINTENANCE AND UPKEEP.** Lessor covenants and agrees to keep all parts of the Property, including but not limited to the improvements, utilities, water, sewer, physical systems, etc., in good working order and repair.

7. **QUIET ENJOYMENT.** Lessor covenants and agrees to keep Lessee in quiet and peaceful use and enjoyment of the Property so long as Lessee shall perform all covenants, agreements and conditions in this Lease on the part of the Lessee to be kept, paid and performed.

8. **LABOR.** Lessor shall supply to Lessee, at Lessor's sole expense, the labor necessary to operate the Property during hours and under search terms as are mutually agreed upon by the Parties.

9. **COVENANTS OF LESSEE.** Lessee expressly covenants and agrees:

A. To commit, or permit, no waste of the Property and no nuisance to exist thereon and more specifically shall keep the Property sanitary and provide for proper disposal of litter as required by law;

B. That the Property shall be used only for lawful purposes and shall not be used in violation of any applicable Federal and State laws, rules, regulations or local ordinances; that further, in the event of such violation, Lessee shall indemnify Lessor for any fines, damages and/r losses thereby incurred;

D. Not to assign this Lease or any part hereto without the prior written consent of Lessor, which shall be in Lessor's sole and absolute discretion.

10. **EMINENT DOMAIN.** If the whole or a substantial part of the Property shall be taken for any public or quasi-public use, under any statute or by right of eminent domain or private purchaser in lieu thereof, then, when possession shall be taken thereunder of the Property, or any part thereof, the rent shall be adjusted as of the time of such termination.

11. **DEFAULT.** In the event of a default by Lessee in the payment of rent; or in the event the Lessee should fail to perform or observe any of the covenants, agreements, or obligations herein made or assumed by Lessee and

such default continues for more than ten (10) days after written notice to Lessee of such default; or in the event of the insolvency of Lessee or the adjudication of Lessee as bankrupt, voluntary or involuntary; then, and in any such event, Lessor shall have all rights and remedies as allowed by law, statute or equity, including the right to declare this Lease canceled and forfeited and Lessor shall have the right to remove Lessee from the Property.

12. COSTS AND FEES. Should it become necessary for Lessor to secure the services of an attorney to enforce any of the provisions of this Lease, Lessee shall be responsible for all reasonable attorneys' fees associated therewith.

13. INSURANCE. During the term of this Lease, Lessor shall procure and maintain, at Lessor's sole expense, and with both Lessor and Lessee as named insureds:

A. Fire insurance with extended coverage for vandalism and malicious mischief, with an all-risk endorsement in an amount equal to at least ninety percent (90%) of the replacement cost of the improvements and personal property comprising the Property;

B. Comprehensive general liability insurance with broad liability endorsement, with such limits as may be reasonably determined by Lessor; and

C. Such other coverages as may be reasonably requested by Lessor, in such amounts as determined by Lessor, for operations of the type contemplated by this Lease.

14. NOTICES. All notices, demands and requests that may, or are required to be given by either party, shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, properly addressed to such place as either party from time to time may designate in a written notice to the other party. Notices, demands and requests shall be deemed served or given for all purposes hereunder at the time such notice, demand or request shall be personally delivered or received.

15. LESSOR'S FF&E. The parties hereby acknowledge and agree that there may be personal property located in the Property, a list of which is attached hereto as Exhibit "B" and made a part hereof ("FF&E"). Lessor hereby consents

to allow Lessee to use the FF&E during the Lease Term in connection with Lessee's business at the Property, without any charge by Lessor, provided that Lessee shall not remove any of the FF&E from the Premises at any time, or grant any party any interest in the FF&E, and Lessee shall return the FF&E to Lessor at the expiration or earlier termination of this Lease in the same condition as the FF&E was in as of the delivery of the Premises to Lessee, normal wear and tear excepted. Lessor shall be solely obligated to insure, repair and maintain the FF&E and pay all taxes on the FF&E, at Lessor's sole cost and expense. Lessor represents and warrants to Lessee that Lessor is the owner of the FF&E and that Lessor has the right to grant to Lessee the use of the FF&E.

16. MISCELLANEOUS PROVISIONS.

A. This Lease shall be governed by and construed in accordance with the laws of the State of Colorado.

B. If any term, covenant, condition or provision of this Lease, or the application thereof, shall be invalid or unenforceable, the remainder of the Lease shall not be affected thereby, and each term, covenant, condition and provision of the Lease shall be valid and enforceable for the fullest extent permitted by law.

The parties hereto have executed this Lease Agreement as of the day and year first above written.

LESSOR:

Monarch Black Hawk Inc.

By: David Farahi, President

 7/21/15

LESSEE:

Chicago Dogs Eatery Inc.

By: Lisa Boyer, President

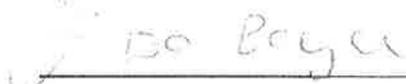
 7-22-15

Exhibit B

Chicago Dogs Eatery Furniture, Fixture and Equipment

July 22, 2015

Micros register/terminal with two drawers

Refrigerated Display Case

Refrigerator

Freezer

Hobart Slicer

Sink Basins -- 2

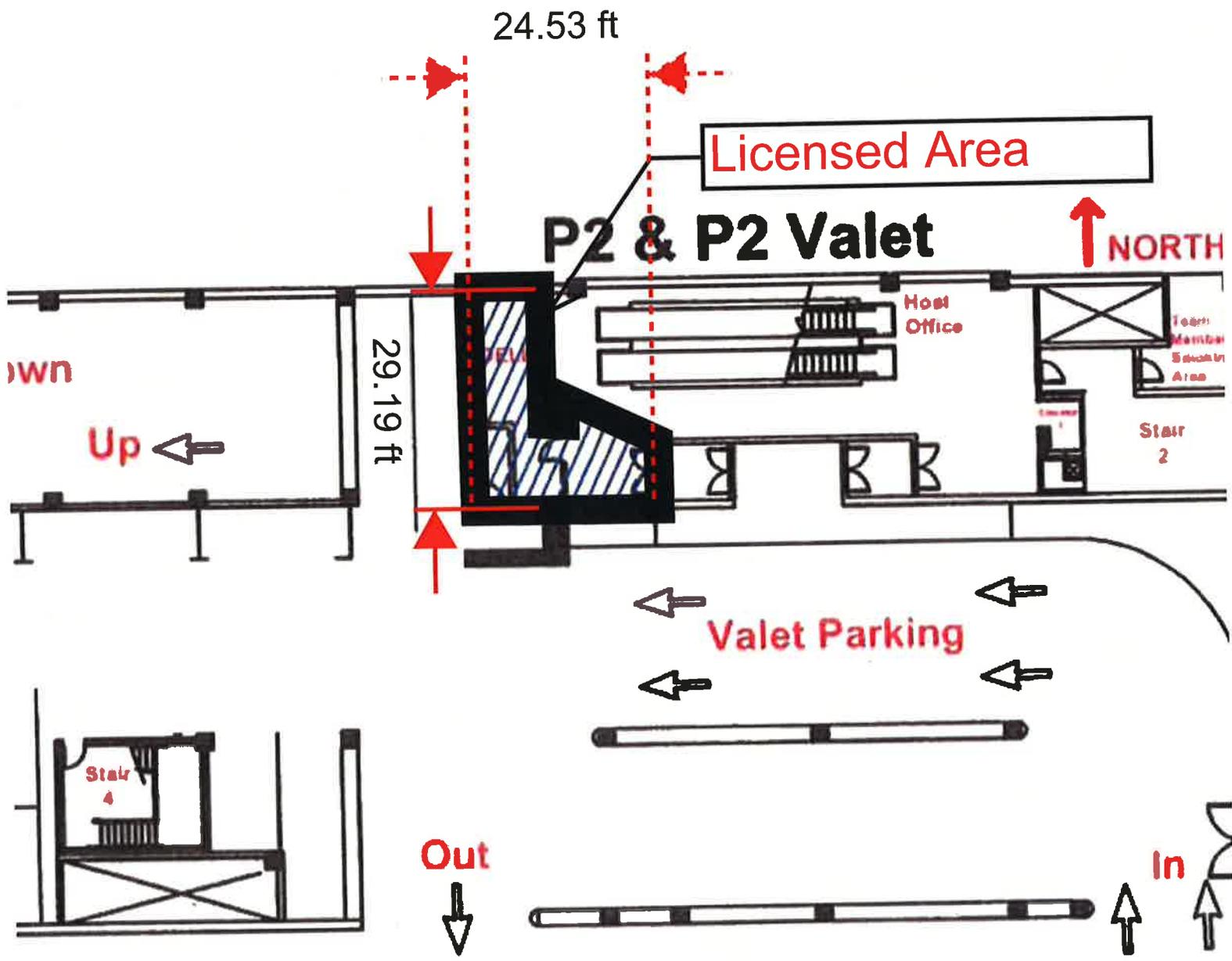
Steamwell

Shelving

Turbo Chef Ovens -- 2

Microwave

Refrigerated Salad Prep Table



Chicago Dog's Eatery Liquor License = 428 SQ. FT.



Chicago Dogs Eatery
 455 Main Street
 Black Hawk, CO 80422
 Licensed Area

Measurements are approximate

**Local Liquor Authority
Consideration of the
Certification of a Promotional
Association and Common
Consumption Area for the
Monarch Promotional
Association, 444 Main Street**

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Consideration of the Certification of a Promotional Association and Common Consumption Area for the Monarch Promotional Association.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Certification of a Promotional Association and Common Consumption Area for the Monarch Promotional Association.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The fifth Promotional Association/Common Consumption Area Certification application was received by the Clerk's office on September 11, 2015. The application has been found complete and is included in the packet. At its May 27, 2015 meeting, Council approved changes to Article XVII of Chapter 6 regarding Entertainment Districts to allow extended hours for a Promotional Association to serve alcohol between 2:00 a.m. and 7:00 a.m., if requested through application. The Monarch Promotional Association has met all the requirements for a Promotional Association and is requesting extended hours. Staff has reviewed this application, and Chief Cole offers the attached recommendations. Per C.R.S. § 12-47-301(11)(c) a Local Licensing Authority must properly certify a Promotional Association to operate a Common Consumption Area.

If approved, staff is required to submit DR 8482 to the State Licensing Authority within fifteen (15) days of any changes to the existing Entertainment District, including a list of the licensed premises attached to the Common Consumption Area, map of the area, and the hours of operation and consumption for the licensed premises and Common Consumption Area.

AGENDA DATE: September 23, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: Application Packet and staff recommendations

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

Melissa Greiner

Melissa Greiner, City Clerk

REVIEWED BY:

Jack D Lewis

Jack D. Lewis, City Manager



Memo

To: Jack Lewis, City Manager
From: Stephen Cole, Chief of Police
Date: September 15, 2015
Re: Monarch Promotional Association/Common Consumption Area Certification

The purpose of this memorandum is to provide recommendations on the Monarch Promotional Association/Common Consumption Area Certification Request. As the Chief of the Black Hawk Police Department I am supportive of the application, but I'm making recommendations consistent with the previous applications submitted by other casino:

Recommendation: The Monarch should include signage in their proposal indicating liquor cannot leave the premise and signage educating guests on "allowed" and "prohibited" conduct.

Reason: This is still a relatively new concept for casino guests and signage would be helpful in educating guests about "allowed" and "prohibited" conduct. We would suggest the applicant provide signage with sufficient information about common consumption areas.

Recommendation: Encourage casino staff to be vigilant in preventing the "over service" of alcohol.

Reason: Although all the casinos in Black Hawk do a good job preventing the "over service" of alcohol to guests, we would suggested they become especially vigilant in their effort as this new service becomes available.

Recommendation: The Police Department will evaluate the impact of extended alcohol service after 90 days of operation.

Reason: As more casinos add extended alcohol service we will review call-load data to fully understand the long term impact on police services

Recommendation: The Police Department has extended the hours of on-duty personnel to provide adequate staffing until 3:30 a.m. The department will maintain current staffing levels until the impact of the change can be evaluated.

Reason: Although we don't anticipate a significant increase in calls due to extended hours of alcohol service by the Monarch we could see subsequent increases in calls as more casinos add extended alcohol service. As a result, we will maintain staffing levels until we review the impact on service delivery.



DILL DILL CARR STONBRAKER & HUTCHINGS, P.C.

455 Sherman Street, Suite 300
Denver, Colorado 80203
Phone: 303-777-3737
Fax: 303-777-3823
www.dillanddill.com

Christopher W. Carr¹
Daniel W. Carr
John J. Coates
Kevin M. Coates
H. Alan Dill
Robert A. Dill
Thomas M. Dunn
John A. Hutchings
Stephen M. Lee
Fay M. Matsukage²
Adam P. Stapen
Jon Stonbraker
Craig A. Stoner
Frank W. Suyat
Patrick D. Tooley
Ghislaine G Torres Bruner³
Arthur H. Bosworth, II, of Counsel

VIA FEDEX

September 10th, 2015

MICHELE MARTIN
CITY OF BLACK HAWK
PO BOX 68
BLACK HAWK, CO 80422

Re: APPLICATION FOR PROMOTIONAL ASSOCIATION
Monarch Promotional Association, Inc.
And Attached Licensees: Monarch Black Hawk, Inc. & Chicago Dogs Eatery, Inc.
444 Main Street, Black Hawk, CO 80422
Attorney: Adam Stapen
Paralegal: Brent Eads

Michele:

Adam Stapen, of the law firm of DILL DILL CARR STONBRAKER & HUTCHINGS, P.C., hereby enters his appearance on behalf of the above-named Applicants and requests all communications and correspondence regarding this matter to be directed to Adam Stapen and/or his paralegal, Brent Eads.

Therefore, on behalf of our clients, we respectfully submit this application for a PROMOTIONAL ASSOCIATION / COMMON CONSUMPTION AREA CERTIFICATION REQUEST with Attached Licensees, located at 444 Main Street Black Hawk, CO, 80422. We are also submitting petitioning results in favor of the licensing.

Thank you for your assistance with this matter. If you have any questions or need additional information, please contact Brent at (303)282-4111 or by e-mail at beads@dillanddill.com.

Sincerely,

Adam Stapen
Attorney for Applicant
ASTapen@dillanddill.com
303-777-3737

¹ Also licensed in Washington
² Also licensed in Nevada
³ Also licensed in Florida



BLACK HAWK

CITY OF BLACK HAWK
Po Box 68
201 Selak Street
Black Hawk, CO 80422
(303)582-2221

Date Submitted 9/10/2015

PROMOTIONAL ASSOCIATION/Common CONSUMPTION AREA CERTIFICATION REQUEST

Promotional Association Name (exactly as it appears on incorporation documentation): Monarch Promotional Association, Inc.	
Description of Common Consumption Area Boundaries: (attach map) Attached as Exhibit A	
Mailing Address of Promotional Association: 444 Main Street, Black Hawk, CO 80422	
President of the Promotional Association: Craig Pleva	
Phone Number: 303-582-1000	E-mail Address: cpleva@monarchcasino.com

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- \$100 for Initial Application Fee**
- \$100 for attachment of a Licensed Premises by a Certified Promotional Association**

Exhibit B **Copy of the Articles of Incorporation and Bylaws**

Exhibit C **List of all Directors and Officers of the Promotional Association**

Exhibit D **Written Security Plan**

- A security plan, including evidence of training (including, but not limited to, TIPS certification) and approval of personnel, a detailed description of security arrangements and the approximate location of security personnel within the Common Consumption Area during operating hours.

Exhibit A **Map drawn to scale**

- A detailed map of the proposed Common Consumption Area, including location of physical barriers, entrances and exits, location of attached licensed premises and identification of licensed premises that are adjacent but not to be attached to the Common Consumption Area.

See page 3 **List of dates and hours of operation of the Common Consumption Area**

Exhibit E **Documentation showing possession of the Common Consumption Area by the Promotional Association**

- Exhibit F **List of the attached licensees, of which there will be a minimum of two (2), and list the following information:**
- **Liquor License number**
 - **List of any past liquor violations**
 - **Copy of any operational agreements**
- Exhibit G **Insurance Certificate of General Liability and Liquor Liability naming the City as an additional insured in a minimum amount of one million dollars (\$1,000,000)**
- Exhibit H **Documentation of how the application addresses the reasonable requirements of the neighborhood and the desires of the adult inhabitants as evidenced by petitions, written testimony or otherwise**

Promotional Association/ Common Consumption Area General Guidelines:

- The size of the Common Consumption Area shall not exceed the area approved as the Entertainment District within which the Common Consumption Area is located, but may be a smaller area within the Entertainment District at any time, provided that the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and to limit pedestrian access;
- Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the licensed vendor in at least 24 point font type;
- The Promotional Association or attached licensed premises shall employ only persons to serve alcohol beverages or provide security within the Common Consumption Area who have completed the server and seller training program established by the Director of the Liquor Enforcement Division of the Department of Revenue;
- Revisions and amendments to the original application for Common Consumption Area Designation shall be submitted to the City of Black Hawk Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association; the name of the representative from the licensed establishment who would serve on the Board of Directors of the Promotional Association; an amended map depicting the licensed establishment being added, physical barriers, entrances, exits, currently attached licensed establishments, location of security personnel, and licensed establishments that are adjacent to but not attached to the Common Consumption Area; and an application fee;
- The City of Black Hawk Liquor Licensing Authority (the "Authority") shall consider the merits of the application for a Promotional Association or a Common Consumption Area. If approved, the terms and conditions of the approval remain in effect until the Authority approves a revised or amended application by the Promotional Association.
- The Authority may refuse to certify or may decertify a Promotional Association, if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or Local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that names the City as an additional insured; 5) Fails to demonstrate that the use is compatible with the reasonable requirements of the

neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations; and

- Application for Recertification of a Promotional Association must be made by January 31st of each year

Please mark below which days and hours the Common Consumption Area will be open and operational:

The Promotional Association is seeking approval for the following days and hours, but may not operate at all times listed.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
January	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
February	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
March	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
April	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
May	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
June	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
July	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
August	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
September	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
October	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
November	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours
December	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours	24 hours

Any deviation from this schedule shall be reported to the City Clerk's Office at least fifteen (15) days prior to the proposed new date and time.

Certification of Applicant

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/employees and Board of Directors to comply with all applicable Local and State laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages. I also declare that I have read and understand C.R.S. § 12-47-301(11) and Chapter 6, Article XVII of the Black Hawk Municipal Code pertaining to Entertainment Districts.



Authorized Signature

9/8/2015

Date

President, Monarch Promotional Association, Inc
Title

Report and Approval of the Local Liquor Licensing Authority

Chairman of Liquor Licensing Authority

City Clerk

Date

Date

EXHIBIT

A

EXHIBIT

B



Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

Colorado Secretary of State
 Date and Time: 09/02/2015 05:21 PM
 ID Number: 20151576081
 Document number: 20151576081
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

Monarch Promotional Association, Inc.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address 444 Main Street
(Street number and name)

Black Hawk CO 80422
(City) (State) (ZIP/Postal Code)
United States
(Province if applicable) (Country)

Mailing address
 (leave blank if same as street address) _____
(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(Province if applicable) (Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name
 (if an individual) _____
(Last) (First) (Middle) (Suffix)

or

(if an entity) National Registered Agents, INC.
(Caution: Do not provide both an individual and an entity name.)

Street address 1675 Broadway
(Street number and name)

Suite 1200
Denver CO 80202
(City) (State) (ZIP/Postal Code)

Mailing address
 (leave blank if same as street address) _____
(Street number and name or Post Office Box information)

(City) (State) (ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Pleva Craig
(Last) (First) (Middle) (Suffix)

or

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 444 Main Street
(Street number and name or Post Office Box information)

Black Hawk CO 80422
(City) (State) (ZIP/Postal Code)
United States.
(Province if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

- The corporation is authorized to issue 1,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.
- Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

6. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

7. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

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

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

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Stapen, Esq Adam _____ _____
(Last) *(First)* *(Middle)* *(Suffix)*

455 Sherman Street
(Street number and name or Post Office Box information)

Denver CO 80203
(City) *(State)* *(ZIP/Postal Code)*

_____ United States _____
(Province if applicable) *(Country)*

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

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

EXHIBIT

C

EXHIBIT C: Attachment

Officers and Directors:

Craig Pleva Director, President, Secretary and Treasurer

Lisa Boyer Director

**BYLAWS
OF
MONARCH PROMOTIONAL ASSOCIATION, INC.**

ARTICLE I	SHAREHOLDERS	1
1.1.	Annual Shareholders' Meeting.....	1
1.2.	Special Shareholders' Meeting.....	1
1.3.	Record Date for Determination of Shareholders	1
1.4.	Voting List	2
1.5.	Notice to Shareholders.....	2
1.6.	Quorum	3
1.7.	Voting Entitlement of Shares.....	3
1.8.	Proxies; Acceptance of Votes and Consents.....	3
1.9.	Waiver of Notice.....	4
1.10.	Action by Shareholders Without a Meeting	4
1.11.	Meetings by Telecommunications	4
ARTICLE II	DIRECTORS	5
2.1.	Authority of the Board of Directors.....	5
2.2.	Number	5
2.3.	Qualification	5
2.4.	Election	5
2.5.	Term.....	5
2.6.	Resignation	5
2.7.	Removal	5
2.8.	Vacancies	5
2.9.	Meetings.....	6
2.10.	Notice of Special Meeting	6
2.11.	Quorum	6
2.12.	Waiver of Notice.....	7
2.13.	Attendance by Telephone	7
2.14.	Deemed Assent to Action	7
2.15.	Action by Directors Without a Meeting	7
ARTICLE III	COMMITTEES OF THE BOARD OF DIRECTORS	8
3.1.	Committees of the Board of Directors	8
ARTICLE IV	OFFICERS	9
4.1.	General.....	9
4.2.	Term.....	9
4.3.	Removal and Resignation	9
4.4.	President.....	9
4.5.	Vice President	10
4.6.	Secretary	10
4.7.	Assistant Secretary.....	10
4.8.	Treasurer	10
4.9.	Assistant Treasurer	11

4.10.	Compensation	11
ARTICLE V	INDEMNIFICATION.....	11
5.1.	Definitions	11
5.2.	Authority to Indemnify Directors	12
5.3.	Mandatory Indemnification of Directors	13
5.4.	Advance of Expenses to Directors.....	13
5.5.	Court-ordered Indemnification of Directors	13
5.6.	Determination and Authorization of Indemnification of Directors	14
5.7.	Indemnification of Officers, Employees, Fiduciaries, and Agents.....	15
5.8.	Insurance	15
5.9.	Notice to Shareholders of Indemnification of Director	15
ARTICLE VI	SHARES	16
6.1.	Certificates	16
6.2.	Facsimile Signatures	16
6.3.	Transfer of Shares	16
6.4.	Shares Held for Account of Another	17
ARTICLE VII	MISCELLANEOUS.....	17
7.1.	Corporate Seal.....	17
7.2.	Fiscal Year	17
7.3.	Receipt of Notices by the Corporation	17
7.4.	Amendment of Bylaws	18

**BYLAWS
OF
MONARCH PROMOTIONAL ASSOCIATION, INC.**

**ARTICLE I
SHAREHOLDERS**

1.1. Annual Shareholders' Meeting. The annual shareholders' meeting shall be held on the date and at the time and place fixed from time to time by the board of directors; provided, however, that the first annual meeting shall be held on a date that is within six months after the close of the first fiscal year of the Corporation, and each successive annual meeting shall be held on a date that is within the earlier of six (6) months after the close of the last fiscal year or fifteen (15) months after the last annual meeting.

1.2. Special Shareholders' Meeting. A special shareholders' meeting for any purpose or purposes, may be called by the board of directors or the president. The Corporation shall also hold a special shareholders' meeting in the event it receives, in the manner specified in Section 7.3., one or more written demands for the meeting, stating the purpose or purposes for which it is to be held, signed and dated by the holders of shares representing not less than one-tenth of all of the votes entitled to be cast on any issue at the meeting. Special meetings shall be held at the principal office of the Corporation or at such other place as the board of directors or the president may determine.

1.3. Record Date for Determination of Shareholders.

(a) In order to make a determination of shareholders (1) entitled to notice of or to vote any shareholders' meeting or at any adjournment of a shareholders' meeting, (2) entitled to demand a special shareholders' meeting, (3) entitled to take any other action, (4) entitled to receive payment of a share dividend or a distribution, or (5) for any other purpose, the board of directors may fix a future date as the record date for such determination of shareholders. The record date may be fixed not more than seventy (70) days before the date of the proposed action.

(b) Unless otherwise specified when the record date is fixed, the time of day for determination of shareholders shall be as of the Corporation's close of business on the record date.

(c) A determination of shareholders entitled to be given notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the board of directors fixes a new record date, which the board shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

(d) If no record date is otherwise fixed, the record date for determining shareholders entitled to be given notice of and to vote at an annual meeting or special shareholders' meeting is the day before the first notice is given to shareholders.

(e) The record date for determining shareholders entitled to take action without a meeting pursuant to Sections 1.10, and 1.11. is the date a writing upon which the action is taken is first received by the Corporation.

1.4. Voting List.

(a) After a record date is fixed for a shareholders' meeting, the secretary shall prepare a list of names of all its shareholders who are entitled to be given notice of the meeting. The list shall be arranged by voting groups and within each voting group by class or series of shares, shall be alphabetical within each class or series, and shall show the address of, and the number of shares of each such class and series that are held by, each shareholder.

(b) The shareholders' list shall be available for inspection by any shareholders, beginning the earlier of ten (10) days before the meeting for which the list was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting, and any adjournment thereof, at the Corporation's principal office or at a place identified in the notice of the meeting in the city where the meeting will be held.

(c) The secretary shall make the shareholders' list available at the meeting, and any shareholder or agent or attorney of a shareholder is entitled to inspect the list at any time during the meeting or any adjournments.

1.5. Notice to Shareholders.

(a) The secretary shall give notice to shareholders of the date, time, and place of each annual and special shareholders' meeting no fewer than ten (10) nor more than sixty (60) days before the date of the meeting; except that, if the articles of incorporation are to be amended to increase the number of authorized shares, at least thirty (30) days' notice shall be given. Except as otherwise required by the Colorado Business Corporation Act, the secretary shall be required to give such notice only to shareholders entitled to vote at the meeting.

(b) Notice of an annual shareholders' meeting need not include a description of the purpose or purposes for which the meeting is called unless a purpose of the meeting is to consider an amendment to the articles of incorporation, a restatement of the articles of incorporation, a plan of merger or share exchange, disposition of substantially all of the property of the Corporation, consent by the Corporation to the disposition of property by another entity, or dissolution of the Corporation.

(c) Notice of a special shareholders' meeting shall include a description of the purpose or purposes for which the meeting is called.

(d) Notice of a shareholders' meeting shall be in writing and shall be given

(1) by deposit in the United States mail, properly addressed to the shareholder's address shown in the Corporation's current record of shareholders, first class postage prepaid, and, if so given, shall be effective when mailed; or

(2) by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier or by personal delivery to the shareholder, and, if so given, shall be effective when actually received by the shareholder.

(e) If an annual or special shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment; provided, however, that, if a new record date for the adjourned meeting is fixed pursuant to Section 1.3.(c), notice of the adjourned meeting shall be given to persons who are shareholders as of the new record date.

(f) If three (3) successive notices are given by the Corporation, whether with respect to a shareholders' meeting or otherwise, to a shareholder and are returned as undeliverable, no further notices to such shareholder shall be necessary until another address for the shareholder is made known to the Corporation.

1.6. Quorum. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. A majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on the matter. If a quorum does not exist with respect to any voting group, the president or any shareholder or proxy that is present at the meeting, whether or not a member of that voting group, may adjourn the meeting to a different date, time, or place, and (subject to the next sentence) notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed pursuant to Section 1.3.(c), notice of the adjourned meeting shall be given pursuant to Section 1.5. to persons who are shareholders as of the new record date. At any adjourned meeting at which a quorum exists, any matter may be acted upon that could have been acted upon at the meeting originally called; provided, however, that, if new notice is given of the adjourned meeting, then such notice shall state the purpose or purposes of the adjourned meeting sufficiently to permit action on such matters. Once a share is represented for any purpose at a meeting, including the purpose of determining that a quorum exists, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

1.7. Voting Entitlement of Shares. Except as stated in the articles of incorporation, each outstanding share, regardless of class, is entitled to one vote, and each fractional share is entitled to a corresponding fractional vote, on each matter voted on at a shareholders' meeting.

1.8. Proxies; Acceptance of Votes and Consents.

(a) A shareholder may vote either in person or by proxy.

(b) An appointment of a proxy is not effective against the Corporation until the appointment is received by the Corporation. An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form.

(c) The Corporation may accept or reject any appointment of a proxy, revocation of appointment of a proxy, vote, consent, waiver, or other writing purportedly signed by or for a shareholder, if such acceptance or rejection is in accordance with the provisions of Sections 7-107-203 and 7-107-205 of the Colorado Business Corporation Act.

1.9. Waiver of Notice.

(a) A shareholder may waive any notice required by the Colorado Business Corporation Act, the articles of incorporation, or these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion in the minutes or filing with the corporation records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

1.10. Action by Shareholders Without a Meeting. Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if all of the shareholders entitled to vote thereon consent to such action in writing. Action taken pursuant to this section shall be effective when the Corporation has received writings that describe and consent to the action, signed by all of the shareholders entitled to vote thereon. Action taken pursuant to this section shall be effective as of the date the last writing necessary to effect the action is received by the Corporation, unless all of the writings necessary to effect the action specify another date, which may be before or after the date the writings are received by the Corporation. Such action shall have the same effect as action taken at a meeting of shareholders and may be described as such in any document. Any shareholder who has signed a writing describing and consenting to action taken pursuant to this section may revoke such consent by a writing signed by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked, if such writing is received by the Corporation before the effectiveness of the action.

1.11. Meetings by Telecommunications. Any or all of the shareholders may participate in an annual or special shareholders' meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

**ARTICLE II
DIRECTORS**

2.1. Authority of the Board of Directors. The corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a board of directors.

2.2. Number. The number of directors shall be fixed by resolution of the board of directors from time to time and may be increased or decreased by resolution adopted by the board of directors from time to time, but no decrease in the number of directors shall have the effect of shortening the term of any incumbent director.

2.3. Qualification. Directors shall be natural persons at least eighteen (18) years old but need not be residents of the State of Colorado or shareholders of the Corporation.

2.4. Election. The board of directors shall be elected at the annual meeting of the shareholders or at a special meeting called for that purpose.

2.5. Term. Each director shall be elected to hold office until the next annual meeting of shareholders and until the director's successor is elected and qualified.

2.6. Resignation. A director may resign at any time by giving written notice of his or her resignation to any other director or (if the director is not also the secretary) to the secretary. The resignation shall be effective when it is received by the other director or secretary, as the case may be, unless the notice of resignation specifies a later effective date. Acceptance of such resignation shall not be necessary to make it effective unless the notice so provides.

2.7. Removal. Any director may be removed by the shareholders of the voting group that elected the director, with or without cause, at a meeting called for that purpose. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of the directors. A director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

2.8. Vacancies.

(a) If a vacancy occurs on the board of directors, including a vacancy resulting from an increase in the number of directors:

(1) The shareholders may fill the vacancy at the next annual meeting or at a special meeting called for that purpose; or

(2) The board of directors may fill the vacancy; or

(3) If the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

(b) Notwithstanding Section 2.8.(a), if the vacant office was held by a director elected by a voting group of shareholders, then, if one or more of the remaining directors were elected by the same voting group, only such directors are entitled to vote to fill the vacancy if it is filled by directors, and they may do so by the affirmative vote of a majority of such directors remaining in office; and only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the shareholders.

(c) A vacancy that will occur at a specific later date, by reason of a resignation that will be come effective at a later date under Section 2.6. or otherwise, may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

2.9. Meetings. The board of directors may hold regular or special meetings in or out of Colorado. A regular meeting shall be held, without other notice than these Bylaws, immediately after and at the same place as the annual meeting of shareholders. The board of directors may, by resolution, establish other dates, times, and places for additional regular meetings, which may thereafter be held without further notice. Special meetings may be called by the president or by any two directors and shall be held at the principal office of the Corporation unless another place is consented to by every director. At any time when the board consists of a single director, that director may act at any time, date, or place without notice.

2.10. Notice of Special Meeting. Notice of a special meeting shall be given to every director at least twenty-four (24) hours before the time of the meeting, stating the date, time, and place of the meeting. The notice need not describe the purpose of the meeting. Notice may be given orally to the director, personally, or by telephone or other wire or wireless communication. Notice may also be given in writing by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier. Notice shall be effective at the earliest of the time it is received; five days after it is deposited in the United States mail, properly addressed to the last address of the director shown on the records of the Corporation, first class postage prepaid; or the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, in the United States mail and if the return receipt is signed by the director to whom the notice is addressed.

2.11. Quorum. Except as provided in Section 2.8., a majority of the number of directors fixed in accordance with these Bylaws shall constitute a quorum for the transaction of business at all meetings of the board of directors. The act of the majority of the directors present at any meeting at which a quorum is present shall be the act of the board of directors, except as otherwise specifically required by law.

2.12. Waiver of Notice.

(a) A director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. Except as provided by Section 2.12.(b), the waiver shall be in writing and shall be signed by the director. Such waiver shall be delivered to the secretary for filing with the

corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless, at the beginning of the meeting or promptly upon his or her later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

2.13. Attendance by Telephone. One or more directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

2.14. Deemed Assent to Action. A director who is present at a meeting of the board of directors when corporate action is taken shall be deemed to have assented to all action taken at the meeting unless:

(a) The director objects at the beginning of the meeting, or promptly upon his or her arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting;

(b) The director contemporaneously requests that his or her dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or

(c) The director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the secretary (or, if the director is the secretary, by another director) promptly after adjournment of the meeting.

The right of dissent or abstention pursuant to this Section 2.14. as to a specific action is not available to a director who votes in favor of the action taken.

2.15. Action by Directors Without a Meeting. Any action required or permitted by law to be taken at a board of directors' meeting may be taken without a meeting if all members of the board consent to such action in writing. Action shall be deemed to have been so taken by the board at the time the last director signs a writing describing the action taken, unless, before such time, any director has revoked his or her consent by a writing signed by the director and received by the secretary or any other person authorized by the Bylaws or the board of directors to receive such a revocation. Such action shall be effective at the time and date it is so taken unless the directors establish a different effective time or date. Such action has the same effect as action taken at a meeting of directors and may be described as such in any document.

ARTICLE III COMMITTEES OF THE BOARD OF DIRECTORS

3.1. Committees of the Board of Directors.

(a) Subject to the provisions of Section 7-109-106 of the Colorado Business Corporation Act, the board of directors may create one or more committees and appoint one or more members of the board of directors to serve on them. The creation of a committee and appointment of members to it shall require the approval of a majority of all the directors in office when the action is taken, whether or not those directors constitute a quorum of the board.

(b) The provisions of these Bylaws governing meetings, action without meeting, notice, waiver of notice, and quorum and voting requirements of the board of directors apply to committees and their members as well.

(c) To the extent specified by resolution adopted from time to time by a majority of all the directors in office when the resolution is adopted, whether or not those directors constitute a quorum of the board, each committee shall exercise the authority of the board of directors with respect to the corporate powers and the management of the business and affairs of the Corporation; except that a committee shall not:

- (1) Authorize distributions;
- (2) Approve or propose to shareholders action that the Colorado Business Corporation Act requires to be approved by shareholders;
- (3) Fill vacancies on the board of directors or on any of its committees;
- (4) Amend the articles of incorporation pursuant to Section 7-110-102 of the Colorado Business Corporation Act;
- (5) Adopt, amend, or repeal bylaws;
- (6) Approve a plan of merger not requiring shareholder approval;
- (7) Authorize or approve reacquisition of shares, except according to a formula or method prescribed by the board of directors; or
- (8) Authorize or approve the issuance or sale of shares, or a contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a class or series of shares; except that the board of directors may authorize a committee or an officer to do so within limits specifically prescribed by the board of directors.

(d) The creation of, delegation of authority to, or action by, a committee does not alone constitute compliance by a director with applicable standards of conduct.

ARTICLE IV

OFFICERS

4.1. General. The Corporation may have as officers a chief executive officer, chief financial officer, chief operating officer, and shall have a president, a secretary, and a treasurer, who shall be appointed by the board of directors. The board of directors may appoint as additional officers a chairman and other officers of the board. The board of directors, the president, and such other subordinate officers as the board of directors may authorize from time to time, acting singly, may appoint as additional officers one or more vice presidents, assistant secretaries, assistant treasurers, and such other subordinate officers as the board of directors, the president, or such other appointing officers deem necessary or appropriate. The officers of the Corporation shall hold their offices for such terms and shall exercise such authority and perform such duties as shall be determined from time to time by these Bylaws, the board of directors, or (with respect to officers who are appointed by the president or other appointing officers) the persons appointing them; provided, however, that the board of directors may change the term of offices and the authority of any officer appointed by the present or other appointing officers. Any two or more offices may be held by the same person. The officers of the Corporation shall be natural persons at least eighteen (18) years old.

4.2. Term. Each officer shall hold office from the time of appointment until the time of removal or resignation pursuant to Section 4.3. or until the officer's death.

4.3. Removal and Resignation. Any officer appointed by the board of directors may be removed at any time by the board of directors. Any officer appointed by the president or other appointing officer may be removed at any time by the board of directors or by the person appointing the officer. Any officer may resign at any time by giving written notice of resignation to any director (or to any director other than the resigning officer if the officer is also a director), to the president, to the secretary, or to the officer who appointed the officer. Acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides.

4.4. President. The president shall preside at all meetings of shareholders, and the president shall also preside at all meetings of the board of directors unless the board of directors has appointed a chairman, vice chairman, or other officer of the board and has authorized such person to preside at meetings of the board of directors instead of the president. Subject to the direction and control of the board of directors, the president shall be the chief executive officer and of the Corporation and as such shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the board of directors are carried into effect. The president may negotiate, enter into, and execute contracts, deeds and other instruments on behalf of the Corporation as are necessary and appropriate to the conduct of the business and affairs of the Corporation or as are approved by the board of directors. The president shall have such additional authority and duties as are appropriate and customary for the office of president and chief executive officer, except as the same may be expanded or limited by the board of directors from time to time.

4.5. Vice President. The vice president, if any, or, if there are more than one, the vice presidents in the order determined by the board of directors or the president (or, if no such determination is made, in the order of their appointment), shall be the officer or officers next in seniority after the president. Each vice president shall have such authority and duties as are prescribed by the board of

directors or president. Upon the death, absence, or disability of the president, the vice president, if any, or, if there are more than one, the vice presidents in the order determined by the board of directors or the president, shall have the authority and duties of the president.

4.6. Secretary. The secretary shall be responsible for the preparation and maintenance of minutes of the meetings of the board of directors and of the shareholders and of the other records and information required to be kept by the Corporation under Section 7-116-101 of the Colorado Business Corporation Act and for authenticating records of the Corporation. The secretary shall also give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors, keep the minutes of such meetings, have charge of the corporate seal and have authority to affix the corporate seal to any instrument requiring it (and, when so affixed, it may be attested by the secretary's signature), be responsible for the maintenance of all other corporate records and files and for the preparation and filing of reports to governmental agencies (other than tax returns), and have such other authority and duties as are appropriate and customary for the office of secretary, except as the same may be expanded or limited by the board of directors from time to time.

4.7. Assistant Secretary. The assistant secretary, if any, or, if there are more than one, the assistant secretaries in the order determined by the board of directors or the secretary (or, if no such determination is made, in the order of their appointment) shall, under the supervision of the secretary, perform such duties and have such authority as may be prescribed from time to time by the board of directors or the secretary. Upon the death, absence, or disability of the secretary, the assistant secretary, if any, or if there are more than one, the assistant secretaries in the order designated by the board of directors or the secretary (or, if no such determination is made, in the order of their appointment), shall have the authority and duties of the secretary.

4.8. Treasurer. The treasurer shall have control of the funds and the care and custody of all stocks, bonds, and other securities owned by the Corporation, and shall be responsible for the preparation and filing of tax returns. The treasurer shall receive all moneys paid to the Corporation and, subject to any limits imposed by the board of directors, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Corporation's name and on the Corporation's behalf, and give full discharge for the same. The treasurer shall also have charge of disbursement of funds of the Corporation, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as shall be designated by the board of directors. The treasurer shall have such additional authority and duties as are appropriate and customary for the office of treasurer, except as the same may be expanded or limited by the board of directors from time to time.

4.9. Assistant Treasurer. The assistant treasurer, if any, or, if there are more than one, the assistant treasurers in the order determined by the board of directors or the treasurer (or, if no such determination is made, in the order of their appointment) shall, under the supervision of the treasurer, perform such duties and have such authority as may be prescribed from time to time by the board of directors or the treasurer. Upon the death, absence, or disability of the treasurer, the assistant treasurer, if any, or, if there are more than one, the assistant treasurers in the order

designated by the board of directors or the treasurer (or, if no such determination is made, in the order of their appointment), shall have the authority and duties of the treasurer.

4.10. Compensation. Officers shall receive such compensation for their services as may be authorized or ratified by the board of directors. Election or appointment of an officer shall not of itself create a contractual right to compensation for services performed as such officer.

ARTICLE V INDEMNIFICATION

5.1. Definitions. As used in this article:

(a) "Corporation" includes any domestic or foreign entity that is a predecessor of the Corporation by reason of a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "Director" means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan. A director is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

(c) "Expenses" includes counsel fees.

(d) "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses.

(e) "Official capacity" means, when used with respect to a director, the office of director in the Corporation and, when used with respect to a person other than a director as contemplated in Section 5.1.(a), the office in the Corporation held by the officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the Corporation. "Official capacity" does not include service for any other domestic or foreign corporation or other person or employee benefit plan.

(f) "Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(g) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

5.2. Authority to Indemnify Directors.

(a) Except as provided in Section 5.2.(d), the Corporation may indemnify a person made a party to a proceeding because the person is or was a director against liability incurred in the proceeding if:

(1) The person conducted himself or herself in good faith; and

(2) The person reasonably believed:

(A) In the case of conduct in an official capacity with the Corporation, that his or her conduct was in the Corporation's best interests; and

(B) In all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and

(3) In the case of any criminal proceeding, the person had no reasonable cause to believe his or her conduct was unlawful.

(b) A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of Section 5.2.(a)(2)(B). A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 5.2.(a)(1).

(c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this Section 5.2.

(d) The Corporation may not indemnify a director under this Section 5.2.

(1) In connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; or

(2) In connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the director was adjudged liable on the basis that he or she derived an improper personal benefit.

(e) Indemnification permitted under this Section 5.2. in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

5.3. Mandatory Indemnification of Directors. The Corporation shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the

person was a party because the person is or was a director, against reasonable expenses incurred by him or her in connection with the proceeding.

5.4. Advance of Expenses to Directors.

(a) The Corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

(1) The director furnishes to the Corporation a written affirmation of the director's good faith belief that he or she has met the standard of conduct described in Section 5.2.

(2) The director furnishes to the Corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under this article.

(b) The undertaking required by Section 5.4.(a)(2) shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this Section 5.4. shall be made in the manner specified in Section 5.6.

5.5. Court-ordered Indemnification of Directors. A director who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

(a) If it determines that the director is entitled to mandatory indemnification under Section 5.3., the court shall order indemnification, in which case the court shall also order the Corporation to pay the director's reasonable expenses incurred to obtain court-ordered indemnification.

(b) If it determines that the director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the director met the standard of conduct set forth in Section 5.2.(a) or was adjudged liable in the circumstances described in Section 5.2.(d), the court may order such indemnification as the court deems proper; except that the indemnification with respect to any proceeding in which liability shall have been adjudged in the circumstances described in Section 5.2.(d) is limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

5.6. Determination and Authorization of Indemnification of Directors.

(a) The Corporation may not indemnify a director under Section 5.2. unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in Section 5.2. The Corporation shall not advance expenses to a director under Section 5.4. unless authorized in the specific case after the written affirmation and undertaking required by Sections 5.4.(a)(1) and 5.4.(a)(2) are received and the determination required by Section 5.4.(a)(3) has been made.

(b) The determination required by Section 5.6.(a) shall be made:

(1) By the board of directors by a majority vote of those present at a meeting at which a quorum is present, and only those directors not parties to the proceeding shall be counted in satisfying the quorum; or

(2) If a quorum cannot be obtained, by a majority vote of a committee of the board of directors designated by the board of directors, which committee shall consist of two or more directors not parties to the proceeding; except that directors who are parties to the proceeding may participate in the designation of directors for the committee.

(c) If a quorum cannot be obtained as contemplated in Section 5.6.(b)(1), and a committee cannot be established under Section 5.6.(b)(2) if a quorum is obtained or a committee is designated, if a majority of the directors constituting such quorum or such committee so directs, the determination required to be made by Section 5.6.(a) shall be made:

(1) By independent legal counsel selected by a vote of the board of directors or the committee in the manner specified in Section 5.6.(b)(1) or 5.6.(b)(2), or, if a quorum of the full board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full board of directors; or

(2) By the shareholders.

(d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

5.7. Indemnification of Officers, Employees, Fiduciaries, and Agents.

(a) An officer is entitled to mandatory indemnification under Section 5.3. and is entitled to apply for court-ordered indemnification under Section 5.5., in each case to the same extent as a director;

(b) The Corporation may indemnify and advance expenses to an officer, employee, fiduciary, or agent of the Corporation to the same extent as to a director; and

(c) The Corporation may also indemnify and advance expenses to an officer, employee, fiduciary, or agent who is not a director to a greater extent than is provided in these Bylaws, if not inconsistent with public policy, and if provided for by general or specific action of its board of directors or shareholders or by contract.

5.8. Insurance. The Corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the Corporation, or who, while a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from his or her status as a director, officer, employee, fiduciary, or agent, whether or not the Corporation would have power to indemnify the person against the same liability under Sections 5.2., 5.3., or 5.7. Any such insurance may be procured from any insurance company designated by the board of directors, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity or any other interest through stock ownership or otherwise.

5.9. Notice to Shareholders of Indemnification of Director. If the Corporation indemnifies or advances expenses to a director under this article in connection with a proceeding by or in the right of the Corporation, the Corporation shall give written notice of the indemnification or advance to the shareholders with or before the notice of the next shareholders' meeting. If the next shareholder action is taken without a meeting at the instigation of the board of directors, such notice shall be given to the shareholders at or before the time the first shareholder signs a writing consenting to such action.

ARTICLE VI SHARES

6.1. Certificates. Certificates representing shares of the capital stock of the Corporation shall be in such form as is approved by the board of directors and shall be signed by the chairman or vice chairman of the board of directors (if any), or the president or any vice president, and by the secretary or an assistant secretary or the treasurer or an assistant treasurer. All certificates shall be consecutively numbered, and the names of the owners, the number of shares, and the date of issue shall be entered on the books of the Corporation. Each certificate representing shares shall state upon its face

(a) That the Corporation is organized under the laws of the State of Colorado;

- (b) The name of the person to whom issued;
- (c) The number and class of the shares and the designation of the series, if any, that the certificate represents;
- (d) The par value, if any, of each share represented by the certificate;
- (e) A conspicuous statement, on the front or the back, that the Corporation will furnish to the shareholder, on request in writing and without charge, information concerning the designations, preferences, limitations, and relative rights applicable to each class, the variations in preferences, limitations, and rights determined for each series, and the authority of the board of directors to determine variations for future classes or series; and
- (f) Any restrictions imposed by the Corporation upon the transfer of the shares represented by the certificate.

6.2. Facsimile Signatures. Where a certificate is signed

- (a) By a transfer agent other than the Corporation or its employee, or
- (b) By a registrar other than the Corporation or its employee, any or all of the officers' signatures on the certificate required by Section 6.1. may be facsimile. If any officer, transfer agent, or registrar who has signed, or whose facsimile signature or signatures have been placed upon, any certificate, shall cease to be such officer, transfer agent, or registrar, whether because of death, resignation, or otherwise, before the certificate is issued by the Corporation, it may nevertheless be issued by the Corporation with the same effect as if he or she were such officer, transfer agent, or registrar at the date of issue.

6.3. Transfer of Shares. Transfers of shares shall be made on the books of the Corporation only upon presentation of the certificate or certificates representing such shares properly endorsed by the person or persons appearing upon the face of such certificate to be the owner, or accompanied by a proper transfer or assignment separate from the certificate, except as may otherwise be expressly provided by the statutes of the State of Colorado or by order of a court of competent jurisdiction. The officers or transfer agents of the Corporation may, in their discretion, require a signature guaranty before making any transfer. The Corporation shall be entitled to treat the person in whose name any shares are registered on its books as the owner of those shares for all purposes and shall not be bound to recognize any equitable or other claim or interest in the shares on the part of any other person, whether or not the Corporation shall have notice of such claim or interest.

6.4. Shares Held for Account of Another. The board of directors may adopt by resolution a procedure whereby a shareholder of the Corporation may certify in writing to the Corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person or persons. The resolution shall set forth

- (a) The classification of shareholders who may certify;

- (b) The purpose or purposes for which the certification may be made;
- (c) The form of certification and information to be contained herein;
- (d) If the certification is with respect to a record date or closing of the stock transfer books, the time after the record date or the closing of the stock transfer books within which the certification must be received by the Corporation; and
- (e) Such other provisions with respect to the procedure as are deemed necessary or desirable. Upon receipt by the Corporation of a certification complying with the procedure, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the holders of record of the number of shares specified in place of the shareholders making the certification.

ARTICLE VII MISCELLANEOUS

7.1. Corporate Seal. The board of directors may adopt a seal, circular in form and bearing the name of the Corporation and the words "SEAL" and "COLORADO," which, when adopted, shall constitute the seal of the Corporation. The seal may be used by causing it or a facsimile of it to be impressed, affixed, manually reproduced, or rubber stamped with indelible ink.

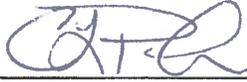
7.2. Fiscal Year. The board of directors may, by resolution, adopt a fiscal year for the Corporation.

7.3. Receipt of Notices by the Corporation. Notices, shareholder writings consenting to action, and other documents or writings shall be deemed to have been received by the Corporation when they are received

- (a) At the registered office of the Corporation in the State of Colorado.
- (b) At the principal office of the Corporation (as that office is designated in the most recent document filed by the Corporation with the Secretary of State for the State of Colorado designating a principal office) addressed to the attention of the secretary of the Corporation;
- (c) By the secretary of the Corporation wherever the secretary may be found; or
- (d) By any other person authorized from time to time by the board of directors, the president, or the secretary to receive such writings, wherever such person is found.

7.4. Amendment of Bylaws. These Bylaws may at any time and from time to time be amended, supplemented, or repealed by the board of directors.

The foregoing Bylaws were duly adopted by the Board of Directors as the initial bylaws of Monarch Promotional Association, Inc., effective as of 9/8/2015, 2015.



Craig Pleva, Secretary

EXHIBIT

D

Monarch Promotional Association, Inc.
Common Consumption
Security Measures

The following security plan will be implemented within the Common Consumption Area:

- The security plan will be governed by the terms of the Promotional Association Operations Agreement,
- The Common Consumption Area will be monitored by Monarch's employees and staff as well as Monarch's and Chicago's surveillance to ensure compliance with all applicable laws, rules and regulations.
- All staff and employees of Monarch and Chicago who provide alcohol service for use in the Common Consumption Area will be required to obtain Servsafe® certification and timely maintain all necessary renewals and re-certifications as required.
- All alcohol to be consumed within the Common Consumption Area will be poured in disposable containers with the appropriate logo of the respective Attached Business.
- Monarch will position employees and staff at the main entrances to ensure compliance with all applicable liquor laws, rules and regulations.
- Patrolling of the Common Consumption Area by Monarch's employees and staff will occur to ensure compliance with policies, procedures and applicable liquor laws, rules and regulations.

EXHIBIT

E

COMMON CONSUMPTION AREA LEASE AGREEMENT

Monarch Promotional Association, Inc.

THIS LEASE, dated and effective September 8, 2015, is by and between Monarch Black Hawk, Inc., a Colorado corporation, herein the Landlord, and Monarch Promotional Association, Inc., a Colorado corporation, herein the Tenant.

1. PREMISES. The Landlord hereby demises and leases unto the Tenant the real property and improvements known and described on **Exhibit A**, situated in Black Hawk, Colorado, located at 444 Main Street, Black Hawk, Colorado 80422, for the term of five (5) years and one month ("Term"), beginning on September 8 2015, in exchange for the consideration of Tenant providing its obligations to implement and monitor the Common Consumption Area at the Premises.

2. SECURITY DEPOSIT. The Landlord has waived any security deposit.

3. SERVICES. The Landlord and Tenant agree, as follows:

3.1. The Landlord shall keep all the improvements upon the Premises, in good maintenance and repair at Landlord's expense. Tenant shall be obliged to notify the Landlord of any condition upon the Premises requiring repair and the Landlord shall be provided a reasonable time to accomplish said repair.

3.2 The Landlord shall cause to be supplied water, and a reasonable amount of electric current for lighting the Premises. Tenant shall not, without consent of the Landlord, connect any apparatus which might exceed the capacity of the electrical system.

4. CHARACTER OF OCCUPANCY. Tenant agrees that the Premises shall be used and occupied as a Common Consumption Area, with and between Monarch Black Hawk, Inc. and Chicago Dogs Eatery, Inc., only as an area for the consumption of food and beverages purchased from either Monarch Black Hawk, Inc. or Chicago Dogs Eatery, Inc. Tenant agrees that Tenant will not use or permit the Premises to be used for any purposes prohibited by the laws of the United States or the State of Colorado or the ordinances of the City of Black Hawk. Tenant will not permit any nuisance in the Premises.

5. ALTERATIONS. The Landlord shall have the right at any time to enter the Premises to examine and inspect the same, or to make such repairs, additions, or alterations as it may deem necessary or proper for the safety, improvement or preservation thereof, and shall at all times have the right, at its election, to make such alterations or changes to other portions of said building as it may from time to time deem necessary and desirable. Tenant shall make no alterations in or additions to the Premises without first obtaining the written consent of Landlord. Tenant shall permit no liens to be attached to the property as a result of any alterations. All additions or improvements made by the Tenant (except only moveable equipment and furniture) shall be deemed a part of the real estate and permanent structure thereon and shall remain upon and be surrendered with the Premises as a part thereof at the end of the said term, by lapse of time, or otherwise.

6. **SUBLETTING.** Tenant agrees that it will not sublet the Premises, or any part thereof, nor assign this lease, or any interest therein, without first obtaining the written consent of the Landlord.

7. **DEFAULT.** If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this lease ("Default"), and the Default remains uncorrected for a period of ten (10) calendar days after the Landlord has given written notice thereof, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (a) declare the term of the lease ended; (b) terminate the Tenant's right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (c) recover all present and future damages, costs and other relief to which the Landlord is entitled including, but not limited to, the cost to recover and repossess the Premises, the expenses of reletting, necessary renovation and alteration expenses, and commissions; (d) pursue breach of contract remedies; (e) pursue any and all available remedies in law or equity. Pursuant to applicable law, in the event repeated or substantial Default under the lease, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the above listed remedies.

8. **REMOVAL OF TENANT'S PROPERTY.** If the Tenant shall fail to remove all effects from the Premises upon the abandonment thereof or upon the termination of this lease, the Landlord, at its option, may remove the same in any manner and store the effects without liability to the Tenant for loss thereof, and the Tenant agrees to pay the Landlord on demand, any and all expenses incurred in such removal, including court costs and attorney's fees and storage charges on such effects for any length of time the same shall be in the Landlord's possession. The Landlord, at its option, and after thirty (30) days notice to Tenant, may sell the effects, or any of the same, at private sale and without legal process, for such prices as the Landlord may obtain, and apply the proceeds of such sale upon any amounts due under this lease from the Tenant to the Landlord and upon the expense incident to the removal and sale of the effects, rendering the surplus, if any, to the Tenant.

9. **LOSS OR DAMAGE TO THE TENANT'S PROPERTY.** All personal property of any kind of description whatsoever in the demised Premises shall be at the Tenant's sole risk, and the Landlord shall not be held liable for any damage done to or loss of such personal property, or for damage or loss suffered by the Tenant arising from any act or neglect of co-tenants or other occupants of the building, or of their employees or the employees of the Landlord. 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 demised Premises or any other part of Landlord's property, or arising, in any way out of Tenant's business, which is occasioned by an act or omission of Tenant, its employees, agents, invitees, licensees or contractors.

10. **SURRENDER OF POSSESSION.** The Tenant agrees to deliver up and surrender to the Landlord possession of the Premises at the expiration or termination of this lease, by lapse of time or otherwise, in as good repair as when the Tenant obtained the same at the commencement of the term, excepting only ordinary wear and tear.

11. **FIRE.** If the demised Premises or the building, shall be so damaged by fire or other catastrophe as to render the Premises untenable, then this Lease shall cease and terminate from the date of the occurrence of such damage; and the Tenant thereupon shall surrender to the Landlord the Premises and all

interest therein, and the Landlord may reenter and take possession of the Premises and remove the Tenant therefrom. The Tenant shall pay rent, duly apportioned, up to the time of such termination of this lease.

12. **INSURANCE.** Tenant shall, at Tenant's expense, obtain and keep in full force, fire and liability insurance as may be reasonably required by the Landlord. Tenant shall provide copies of such insurance policies upon the Landlord's request.

13. **ACCEPTANCE OF PREMISES BY TENANT.** The taking possession of the Premises by the Tenant shall be conclusive evidence as against the Tenant that the Premises were in good and satisfactory condition when possession of the same was taken.

14. **WAIVER.** No waiver of any breach or Default of any one or more of the conditions or covenants of this lease by the Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach or Default hereunder.

15. **AMENDMENT OR MODIFICATION.** The Tenant acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this lease.

16. **HOLDING AFTER TERMINATION.** It is mutually agreed that if after the expiration of this lease the Tenant shall remain in possession of the Premises without a written agreement as to such holding, then such holding over shall be deemed to be a holding upon a tenancy from month to month at a monthly rental equivalent to the last monthly payment provided herein, payable in advance on the same day of each month as above provided; all other terms and conditions of this lease remaining the same.

17. **LEASE RIGHTS NOT EXCLUSIVE.** The rights in the Premises granted to Tenant hereunder are not exclusive and shall be shared with Monarch Black Hawk, Inc., and Chicago Dogs Eatery, Inc., as the Premises are intended to be a Common Consumption Area for both Monarch Black Hawk, Inc., and Chicago Dogs Eatery, Inc.'s customers to consume alcohol beverages purchased from either Monarch Black Hawk, Inc., and Chicago Dogs Eatery, Inc.

18. **ATTORNEY FEES.** In the event any dispute arises concerning the terms of this Lease or the nonpayment of any sums under this Lease, and the matter is turned over to an attorney, the party prevailing in such dispute shall be entitled, in addition to other damages and costs, to recover reasonable attorney fees from the other party.

19. **QUIET POSSESSION.** Subject to compliance by Tenant under the terms of the Lease, the Landlord shall warrant and defend the Tenant in the enjoyment and peaceful possession of the Premises.

20. **SEVERABILITY.** Should any provision of this lease violate any federal, state or local law or ordinance, that provision shall be deemed amended to so comply with such law or ordinance, and shall be construed in a manner so as to comply, and the remainder of this lease shall not be affected thereby.

21. **ADDITIONAL PROVISIONS.** None.

LANDLORD:
Monarch Black Hawk, Inc.

By: 

David Farahi, President

TENANT:
Monarch Promotional Association, Inc.

By: 

Craig Pleva, President

EXHIBIT A:

EXHIBIT

F

**Promotional Association/
Common Consumption Area Certification Request
Monarch Promotional Association, Inc.
Attached Licensees**

Licensee Name	Doing Business As	License Number	Address	List of any Past Violations
Monarch Black Hawk, Inc.	Monarch Casino Black Hawk	14-32678-0000	444 Main St. Black Hawk, CO 80422	None
Chicago Dogs Eatery, Inc.	Chicago Dogs Eatery	Pending	444 Main St., Unit A. Black Hawk, CO 80422	None

**UNANIMOUS WRITTEN CONSENT
IN LIEU OF ORGANIZATIONAL MEETING OF
THE BOARD OF DIRECTORS
OF
MONARCH PROMOTIONAL ASSOICATION, INC.**

The undersigned, being all of the members of the Board of Directors of Monarch Promotional Association, Inc., a Colorado corporation (the "Corporation"), hereby adopt the following resolutions by unanimous written consent without a meeting, in accordance with the provisions of the Colorado Business Corporation Act, effective as of 9/8, 2015:

1. APPROVAL OF ACTIONS OF INCORPORATOR

WHEREAS, the Incorporator is empowered to act on behalf of the Corporation pursuant to Section 7-102-105 of the Colorado Business Corporation Act to elect the first Board of Directors; and

WHEREAS, there are no further actions necessary to be taken by the Incorporator of the Corporation, and a Board of Directors consisting of one individual has been duly appointed;

NOW, THEREFORE, BE IT RESOLVED, that all actions of the Incorporator shown to have been taken in connection with the incorporation of the Corporation are hereby ratified, approved and confirmed; and

FURTHER RESOLVED, that the resignation of Craig Pleva as the Incorporator of the Corporation be, and it hereby is, accepted.

2. APPROVAL OF ARTICLES OF INCORPORATION

WHEREAS, the Articles of Incorporation of the Corporation have been filed on September 2, 2015, in the office of the Colorado Secretary of State;

NOW, THEREFORE, BE IT RESOLVED, that the duly filed Articles of Incorporation, a copy of which is attached hereto as Exhibit A, be, and the same hereby are, approved and accepted and that the Secretary of the Corporation is hereby directed to insert a copy of the Articles of Incorporation, certified by the Secretary of State, into the minute book of the Corporation.

3. ADOPTION OF BYLAWS

RESOLVED, that the Bylaws, a copy of which is attached hereto as Exhibit B, be, and they hereby are, approved and adopted for the regulation and management of the Corporation's affairs; and

FURTHER RESOLVED, that the Secretary is hereby directed to file said Bylaws in the minute book of the Corporation, and to see that a copy of said Bylaws is kept at the principal office of the Corporation.

4. **ELECTION OF DIRECTOR AND OFFICERS**

WHEREAS, it is deemed to be in the best interest of the Corporation to elect officers and directors to be in charge of the operations of the Corporation;

NOW, THEREFORE, BE IT RESOLVED, that the following individuals be, and each hereby is, elected as a director to the office or offices of the Corporation set forth next to his or her name below, and that such person shall serve until his successor is duly chosen:

Craig Pleva	Director, President, Secretary and Treasurer
-------------	--

Lisa Boyer	Director
------------	----------

5. **STOCK CERTIFICATES**

WHEREAS, it is deemed to be in the best interest of the Corporation to adopt a form of stock certificate, which form has been reviewed by the Board of Directors;

NOW, THEREFORE, BE IT RESOLVED, that the form of stock certificate as reviewed by the Board of Directors is hereby approved and adopted as the form of stock certificate of the Corporation.

6. **AUTHORIZATION OF ISSUANCE OF SHARES**

WHEREAS, the Corporation is authorized in its Articles of Incorporation to issue one thousand (1,000) shares of common stock, no par value per share (the "Common Stock");

WHEREAS, the following entity has offered to subscribe to the number of shares of Common Stock of the Corporation in exchange for the payment of an aggregate price of \$0.001 per share:

Monarch Black Hawk, Inc.	100
--------------------------	-----

NOW THEREFORE BE IT RESOLVED, that the offer of those persons named above to subscribe to the number of shares of the Corporation's Common Stock in exchange for the payment of an aggregate price of \$0.001 per share, is accepted, and the Secretary is authorized to cause to be issued shares of Common Stock to said persons upon receipt of the agreed price therefor and that, upon receipt of full payment for such shares, that such shares shall be fully paid and nonassessable.

7. **ADOPTION OF FISCAL YEAR**

WHEREAS, it is deemed to be in the best interest of the Corporation to adopt a fiscal year for tax and accounting purposes;

NOW, THEREFORE, BE IT RESOLVED, that the fiscal year of the Corporation shall commence on January 1 and end on December 31 of each year; and

FURTHER RESOLVED, that the Secretary is hereby authorized and directed to take all necessary steps and to cause all necessary and appropriate forms to be filed with the appropriate governmental agency to reflect the foregoing selection of fiscal year.

8. **DESIGNATION OF DEPOSITORIES**

WHEREAS, it is deemed to be in the best interest of the Corporation to provide for a depository for the funds of the Corporation and to authorize certain officers to deal with the corporate funds;

NOW, THEREFORE, BE IT RESOLVED, that the Corporation is authorized to establish, in accordance with these resolutions, such banking, borrowing or other financial arrangements as from time to time become necessary or desirable, including arrangements with respect to establishing and maintaining checking and savings accounts, borrowing funds, establishing lines of credit and issuing corporate guarantees; and

FURTHER RESOLVED, that the standard form banking resolutions, loan documents, guarantees, lease agreements and other applicable documents customarily required by any such financial institutions are hereby adopted without the necessity of further action by the Board of Directors at the time any such arrangements are established, except for arrangements obligating the Corporation for more than \$25,000, in which event separate board approval shall be required, it being intended that these resolutions constitute specific board authorization, approval and adoption of all such arrangements (except those obligating the Corporation for \$25,000 or more) as of the time such arrangements are established; and

FURTHER RESOLVED, that the officers of the Corporation be, and they hereby are, authorized to select such financial institutions and, subject to the limitations contained in the foregoing resolution, to enter into such financial arrangements as they deem appropriate, to complete and execute the standard form banking resolutions, loan documents, guarantees and other documents customarily required by any such institutions or as may be necessary or appropriate, including the designation of those parties authorized to act on behalf of the Corporation pursuant thereto, as they, in their discretion, deem necessary and in the interest of the Corporation, and to take such other actions and negotiate and execute such other documents as may be required to establish any such arrangements; and

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of the Corporation is hereby authorized to execute and furnish to any financial institution or other party requesting the same certificates of incumbency with respect to the officers authorized to act on

behalf of the Corporation as provided in these resolutions and to certify to the adoption and continued effectiveness of these resolutions in such form as any such financial institution or other party may customarily require and that copies of any certificates or banking resolutions executed pursuant to these resolutions be placed with the Corporation's records; and

FURTHER RESOLVED, that these resolutions and the authority conferred on the officers herein shall remain in full force and effect until revoked or amended by resolution of the Board of Directors.

9. **AUTHORIZATION TO OBTAIN ALL NECESSARY LICENSES, PERMITS AND APPROVAL TO CONDUCT BUSINESS**

WHEREAS, there may be a number of licenses, permits and approvals that the Corporation is required to obtain before it has necessary authority for the lawful conduct of its business, including obtaining the ability to operate a Common Consumption Area within the Town of Black Hawke;

NOW, THEREFORE, BE IT RESOLVED, that each and every officer of the Corporation is hereby authorized and directed to take all necessary or advisable steps to cause the Corporation to become lawfully empowered to conduct its business as set forth in the Articles of Incorporation; and

FURTHER RESOLVED, that, without limiting the generality of the foregoing, any such officer is hereby specifically authorized and directed to cause all necessary applications, fees, bonds and other papers, documents and information to be obtained, prepared and filed to obtain all permits and licenses necessary or appropriate for the conduct of the Corporation's business, including a liquor license, and to take all further steps that may be appropriate to obtain necessary licenses of authority; and

FURTHER RESOLVED, that, for the purpose of authorizing the Corporation to do business in any state, territory or dependency of the United States or foreign country in which it is necessary or expedient for the Corporation to transact business, the proper officers of the Corporation be, and they hereby are, authorized to appoint and substitute all necessary agents or attorneys for service of process, and to designate and change the location of all statutory offices, to pay all fees, taxes and assessments, and, under the corporate seal or otherwise, to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by law of such state, territory, dependency or country to authorize the Corporation to transact business therein, and whenever it is expedient for the Corporation to cease doing business therein and withdraw therefrom, to revoke the appointment, or surrender the authority of the Corporation to do business in any such state, territory, dependency or country.

10. **CORPORATE COMPLIANCE**

RESOLVED, that, the officers of the Corporation are hereby authorized and directed to take any and all actions they shall deem necessary or appropriate to insure the good standing

status of the Corporation under the laws of the State of Colorado, including without limitation the filing of required reports of the Corporation with the Colorado Secretary of State.

11. GENERAL AUTHORIZATION

RESOLVED, that, in addition to the specific authorizations set forth in any of the foregoing resolutions, the proper officers of the Corporation be, and they hereby are, authorized to take from time to time any and all such action and to execute and deliver from time to time any and all such instruments, requests, receipts, notes, applications, reports, certificates and other documents as may be necessary or advisable in their opinion, or in the opinion of any of them, to effectuate, consummate and comply with the purpose and intent of any of the foregoing resolutions.

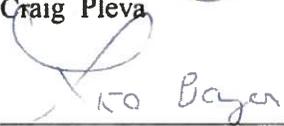
The actions taken by this consent shall have the same force and effect as if taken at an organizational meeting of the Board of Directors duly called and constituted pursuant to the Bylaws of the Corporation and the laws of the State of Colorado.

IN WITNESS WHEREOF, this unanimous written consent has been executed as of the date stated above.

BOARD OF DIRECTORS:



Craig Pleva



Lisa Boyer

EXHIBIT

G

Client#: 314658

MONARCAS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Midwest - CL, 2021 Spring Road, Suite 100, Oak Brook, IL 60523, 312 442-7200. CONTACT NAME: Kristin Schenn, PHONE: 312 442-7200, FAX: 610 362-8900, E-MAIL ADDRESS: kristin.schenn@usi.biz. INSURER(S) AFFORDING COVERAGE: INSURER A: Atlantic Specialty Insurance Co (27154), INSURER B: National Union Fire Ins Pittsbu (19445), INSURER C: Safety National Casualty Corp (15105).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (CP0533800), A AUTOMOBILE LIABILITY (7100349250000), B UMBRELLA LIAB (14096AIG075), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (SP4052064), A Liquor Liability (CP0533800).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Chicago Dogs Eatery. The City of Black Hawk is provided Additional Insured status with respects to General Liability only, in connection to the above referenced location. 30 days notice of cancellation (except nonpayment as required by statute) - 10 days for non-payment of premium.

CERTIFICATE HOLDER: City of Black Hawk, 201 Selak Street, P.O. Box 68, Black Hawk, CO 80422. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number

2

POLICY NUMBER CP05338-00	POLICY CHANGES EFFECTIVE 09-02-2015	COMPANY Atlantic Specialty Insurance Company
NAMED INSURED Monarch Casino & Resort, Inc		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
GeneralLiability Coverage Part		
CHANGES		
The following Named Insured is added: Monarch Promotional Association, Inc.		
Factor: 0.079 Total Premium for this Endorsement: \$0		
State Fee Changes: \$0 Total Due for this Endorsement: 0		

EXHIBIT

H

Monarch Promotional Association, Inc.
Compatibility With
The Reasonable Requirements And Desires of Adult Inhabitants

As a cornerstone of entertainment within the City of Black Hawk, Monarch Black Hawk Casino ("Monarch") is a destination casino and ideal for twenty-four (24) hour alcohol sale and service. With current alcohol sale and service ending at 2:00 a.m, Monarch often experiences a significant decrease in gaming at this time. Extending the hours of alcohol sale and service to mirror the other amenities offered at the casino would be convenient for our guests. It is expected that our gaming revenues will increase in correlation with the extended sale and service of alcohol.

Additionally, the entertainment and hospitality industries within the City of Black Hawk and Central City employ a significant number of people who commonly work late night shifts. These employees often do not have an option to enjoy entertainment with the sale and service of alcohol at the end of their shifts. Extending the hours of alcohol sale and service would satisfy a need and desire by these employees.

The Horseshoe-Gilpin Promotional Association began twenty-four (24) hour sale and service of alcohol on July 4, 2015. Observations of the Gilpin and Canyon casinos during these periods of extended alcohol sale and service reveal that the extended service was needed and desired by the guests and patrons, as well as the Common Consumption Area. The same conclusions will apply to Monarch and its elated Common Consumption Area.

Moreover, we will offer petitions in support of the reasonable requirements of the neighborhood and desires of the adult inhabitants for presentation at the hearing.

RESOLUTION 65-2015
A RESOLUTION
APPROVING THE
PROPOSAL FROM THE
COLORADO
INTERGOVERNMENTAL
RISK SHARING AGENCY
(CIRSA) FOR 2016
PROPERTY CASUALTY
COVERAGE

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 65-2015

**TITLE: A RESOLUTION APPROVING THE PROPOSAL FROM THE
COLORADO INTERGOVERNMENTAL RISK SHARING AGENCY
(CIRSA) FOR 2016 PROPERTY CASUALTY COVERAGE**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the proposal from CIRSA for 2016
Property Casualty in the total amount (after credits) of \$194,575.

RESOLVED AND PASSED this 23rd day of September, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Acceptance of the Preliminary 2016 Quote for Renewal for Property Casualty Insurance with Colorado Intergovernmental Risk Sharing Agency (CIRSA), due October 1, 2015.

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen:

MOTION TO APPROVE Resolution 65-2015, A Resolution Approving the Proposal from the Colorado Intergovernmental Risk Agency (CIRSA) for 2016 Property Casualty Coverage

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

CIRSA presented a preliminary quote of \$203,063 for the annual renewal of the 2016 Property Casualty Insurance. However, the impact of loss experience decreased the quote by \$3,403 bringing the amount of the 2016 Preliminary Quotation before Credits to \$199,660. The City of Black Hawk actively works to control our losses and this year earned \$5,085 in Loss Control Credits. This credit will be used to bring down the 2016 contribution to \$194,575 which results in a **3% overall decrease**, again this year.

- Loss control credits are provided to those members that actively work to control their losses and comply with CIRSA loss control standards. More than \$735,000 has been made available between both Property/Casualty and W/C pools for 2016.
- CIRSA individually experience rates for each member. The effect of Black Hawk's individual experience is reflected in the "Impact of Loss Experience" category. Black Hawk has been successful at using loss control techniques to control our losses which resulted in a credit of \$3,403 for 2016.

AGENDA DATE: September 23, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: 010-1302-413-5101

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa Greiner, Administrative Services Director

DOCUMENTS ATTACHED: N/A

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

Melissa Greiner

Melissa Greiner
Administrative Services Director

REVIEWED BY:

Jack D. Lewis

Jack D. Lewis
City Manager



RESOLUTION 66-2015
A RESOLUTION
RATIFYING THE
PROFESSIONAL
SERVICES AGREEMENT
WITH A SMART
ELEVATOR SOLUTION,
LLC FOR ELEVATOR
INSPECTION SERVICES

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 66-2015

TITLE: A RESOLUTION RATIFYING THE PROFESSIONAL SERVICES AGREEMENT WITH A SMART ELEVATOR SOLUTION, LLC FOR ELEVATOR INSPECTION SERVICES

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby ratifies the approval of the Professional Services Agreement with A Smart Elevator Solution, LLC, attached hereto as **Exhibit A**, for elevator inspection services.

RESOLVED AND PASSED this 23rd day of September, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Resolution Ratifying the Professional Services Agreement with A Smart Elevator Solution, LLC For Elevator Inspection Services.

RECOMMENDATION: *Staff recommends the following motion to the Mayor and Board of Aldermen: MOTION TO APPROVE Resolution No. 66 - The City Council hereby ratifies the approval of the Professional Services Agreement with A Smart Elevator Solution, LLC, attached hereto as **Exhibit A**, for elevator inspection services.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk executed a Memorandum of Agreement (MOA) with the Division of Oil and Public Safety – Conveyance Section (OPS) which allows for the City to regulate conveyances in the City’s territory of jurisdiction under the condition that the City operate and enforce a program that is equal to or greater than the OPS program. OPS conducted an audit of the City’s conveyance regulation program on July 29, 2015. This audit identified significant deficiencies that must be mitigated to avoid termination of the MOA and dissolution of the OPS-approved conveyance regulation program. OPS requires the following corrective actions:

- a. By November 1, 2015, arrange for an inspection of conveyances which do not have documentation of inspection during the past year.
- b. By November 1, 2015, develop and implement a program for review of all inspection reports which will include the identification of any violations warranting the issuance of a Temporary Certificate of Operation (TCO). This will also include the tracking of TCO violation mitigation to ensure that the repairs are completed prior to the expiration of the TCO.
- c. By December 1, 2015, report to OPS any accidents that have occurred on conveyances at Blackhawk facilities, where injuries (as defined by the Conveyance Regulations) resulted.
- d. By February 1, 2016, develop and implement an enforcement program to include follow-up actions on conveyance owners who violate the terms of the certificate of operation, installation/alteration permit or other rules of the City.
- e. The City will cooperate with OPS regarding periodic follow-up audits to ensure that the City has completed the corrective actions listed above and is consistently following the requirements in the Conveyance Regulation Memorandum of Agreement.

The City of Black Hawk has terminated the Professional Services Agreement with Colorado Code Consulting. Staff is requesting *A Smart Elevator Solution* is retained to provide elevator inspection services.

AGENDA DATE: September 23, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: 010-1901-4193322

DEPARTMENT DIRECTOR APPROVAL: Yes No

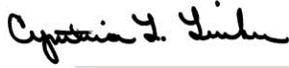
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator

DOCUMENTS ATTACHED: Resolution No. 66, Professional Services Agreement, Attachment A and A-1, Attachments 1-5.

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

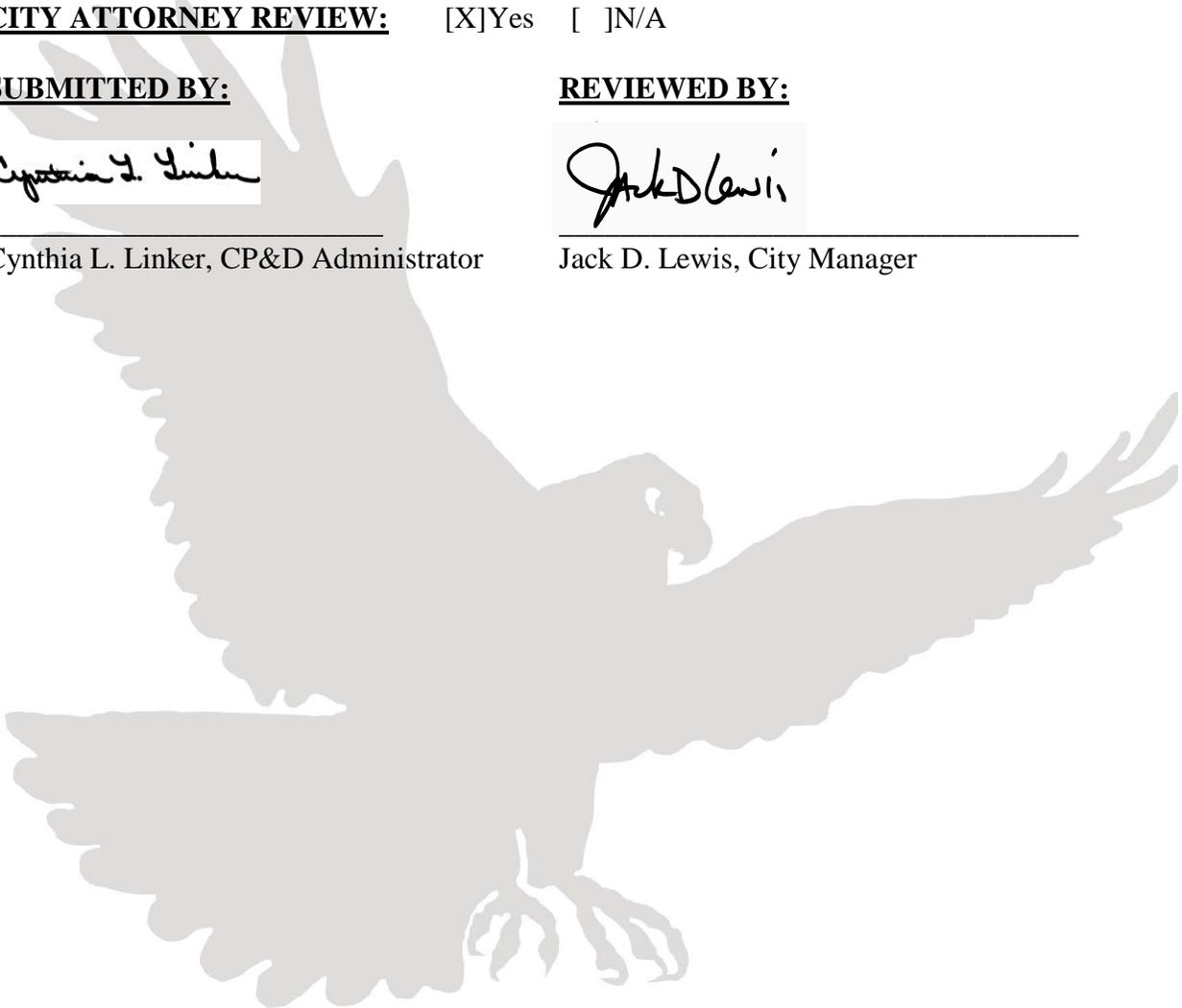


Cynthia L. Linker, CP&D Administrator

REVIEWED BY:



Jack D. Lewis, City Manager



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **A SMART ELEVATOR SOLUTION, LLC** hereinafter referred to as "Contractor").

RECITALS:

A. The City requires **Inspection, Plan Review and Miscellaneous Services for the Black Hawk Conveyance Program as established and administered by the City** (the Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, the **Scope of Services as described in Exhibit A with supplemental information in Attachments 1-5** for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A-1**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2015**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the

Agreement.

2. Prohibited Acts. Contractor shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign

the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subContractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subContractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient

amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker, CP&D Administrator**

The Contractor:

**A Smart Elevator Solution, LLC
12647 W. Dorado Place
Littleton, Colorado 80127
Attn: Russell Holt, Owner**

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By:



Jack D. Lewis, City Manager

ATTEST:

Melissa Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

A SMART ELEVATOR SOLUTION, LLC

By: Russell Holt
Russell Holt

Its: Owner
Owner

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 15th day of September, 2015, by Russell Holt as the owner of A Smart Elevator Solution, LLC.

My commission expires: 6/25/2019

(S E A L)

Sara Lang
Notary Public



**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Russell Holt
Russell Holt, Owner
A Smart Elevator Solution, LLC

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name: **City of Black Hawk Conveyance Program**

Bid Number: N/A

Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 16 day of September, 2015

Prospective Contractor A Smart Elevator Solution

By: Russell Holt

Title: owner

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, N/A, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, N/A, am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, Russell Holt, am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

Russell Holt
Signature

9/16/15
Date

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Russell Holt, as a public contractor under contract with the City of Black Hawk (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Russell Holt
Contractor Signature

9/16/15
Date

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 15th day of September, 2015, by Russell Holt as owner of A Smart Elevator Solution, LLC

My commission expires: 6/25/2019

(S E A L)

Sara Lang
Notary Public



ACCEPTABLE DOCUMENTS FOR LAWFUL PRESENCE VERIFICATION

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

EXHIBIT A
SCOPE OF SERVICES

Exhibit A

Scope of Services

A Smart Elevator Solution shall provide this Scope of Services to the City of Black Hawk, which includes, but may not be limited to, the following tasks:

1. All inspections shall be conducted Monday, Tuesday and/or Wednesday between the hours of 8:00 a.m. and 5:00 p.m. No inspections will be conducted on Municipal or National Holidays.
2. For identification purposes, all inspectors shall wear a company logo shirt and a photo identification badge.
3. All Category 1 (period inspections) and Category 5 (5 year inspections) for existing conveyances within the City of Black Hawk.
4. All required plan reviews and acceptance inspections for new and modernized conveyances within the City of Black Hawk.
5. Plan reviews as required for all minor and major repairs requiring permits and conduct required inspections at the completion of the repairs.
6. All inspections shall follow the State of Colorado Conveyance regulations and any amendments adopted by the City of Black Hawk.
7. All Temporary Certificates of Occupancy (TCO) issued by the City of Black Hawk shall require a follow up inspection by A Smart Elevator Solution within the 90 day time frame.
8. All reports shall be electronically delivered to the City of Black Hawk within two weeks or less of the inspection in a Word and PDF format. All violations noted on said report shall include the supporting code reference.
9. Any database or other form of electronically transferring of files as required by the City of Black Hawk shall be accepted by A Smart Elevator Solution.
10. Follow and enforce the Conveyance program as adopted and administered by the City of Black Hawk.
11. As requested by the City of Black Hawk, A Smart Elevator Solution shall advise and assist in the development and enforcement of the Conveyance program.
12. A representative from A Smart Elevator Solution shall attend monthly Development Review Committee or active construction meetings as required.
13. Assist the Black Hawk Fire Department, as requested, with elevator related issues and/or code adoptions.
14. All required electrical permits associated with a Conveyance project shall fall under the Electrical Permit Fee Schedule as adopted by the City of Black Hawk.
15. All required building permits associated with a Conveyance project shall fall under the Building Permit Fee schedule as adopted by the City of Black Hawk.

All of the items outlined in this Scope of Services shall follow the Scope of Service/ Fee Schedule as described in Exhibit A-1.

EXHIBIT A-1
FEE SCHEDULE

**A SMART ELEVATOR SOLUTION
SCOPE OF SERVICES/FEE SCHEDULE
EXHIBIT A-1**

INSPECTION SERVICES

TYPE	PER UNIT*	DESCRIPTION
Hydraulic Periodic	\$150.00	Typically 1-1.5 hours. Includes initial inspection plus one follow-up on a TCO
Traction Periodic	\$200.00	Typically 1.5-2 hours. Includes initial inspection plus one follow-up on a TCO
Temporary Certificate of Occupancy (TCO) 2nd Follow-up	\$300.00	Follow-up on TCO as necessary
Hydraulic 5 Year	\$200.00	Witnessed annual safety test
Traction 5 Year	\$500.00	Witnessed safety test with weights
Escalator Annual	\$650.00	Colorado - Category 5 test annual
Plan Review	\$450.00	Includes initial review and 1 response. Plan will be reviewed for code compliance before work begins
Like Plan Review	80%	Elevators of the same nature in the same bank will be at 80% of the per unit cost
Revised Plan Review	\$150.00 Per Hour	Plan will be reviewed for code compliance before work begins
Lift Periodic(platform, chair, etc.)	\$150.00	All lifts other than those described above
Dumbwaiter Periodic	\$150.00	Typically small units, only used for material
Hydraulic Acceptance	\$500.00	Initial safety test performed with weights. New construction, modernization or turnover
Traction Acceptance	\$500.00	Initial safety test performed with weights. New construction, modernization or turnover
Escalator Acceptance	\$650.00	Initial safety test. All safety test items checked. New construction, modernization or turnover
Dumbwaiter/Lift Acceptance	\$350.00	Initial safety test. All safety test items checked. New construction, modernization or turnover
Acceptance Re-inspect Fee	Same as initial fee	

CONSULTING SERVICES

TYPE	PER UNIT*	PER HOUR*	DESCRIPTION
Maintenance Evaluation < 10 Tractions	\$500.00		Provide a detailed evaluation of maintenance performed along with code items in a professional report
Maintenance Evaluation ≥ 10 Tractions	\$400.00		Provide a detailed evaluation of maintenance performed along with code items in a professional report
Maintenance Evaluation < 10 Hydraulic	\$450.00		Provide a detailed evaluation of maintenance performed along with code items in a professional report
Maintenance Evaluation ≥ 10 Hydraulic	\$350.00		Provide a detailed evaluation of maintenance performed along with code items in a professional report
OSHA 10 hour training - 10 person min	\$1,500.00		For those wishing to obtain their OSHA 10 hour card
OSHA 30 hour training - 10 person min	\$3,900.00		For those wishing to obtain their OSHA 30 hour card
Conveyance Operation Training		\$130.00	Provides owners/manager/maintenance personnel with knowledge of all operations of chosen conveyances
Required Presence		\$130.00	Any necessary request for our presence i.e. meetings, etc. Travel time not included
Required Presence/Once a month Development Review Committee (DRC) meetings		\$0.00	Attend DRC meeting with the City once a month
Compliance Training		\$130.00	Help owners/managers/maintenance understand their part in keeping units code compliant
Capitol Plans	\$800.00		Review of conveyance with plan for future improvements and necessary repairs. Includes performance review
Contract Review	\$750.00		Review current contract and help in writing new contracts
Providing operator to run conveyance		\$150.00	If necessary to perform work in hoistway, an operator can be provided that qualifies under state statute
Conveyance Incident Investigation		\$130.00	Incident investigation is conveyance taken out of service
Miscellaneous Services		\$130.00	Includes all miscellaneous services not listed

PERMITS

TYPE	PERMIT FEE*	DESCRIPTION
Minor Modernization/Commercial**	\$550.00	Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply
Major Modernization/Commercial***	\$825.00	Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply
Residential Elevator, Platform Lift or Dumbwaiter	\$550.00	Fee Includes: Plan Review and 1 Inspection/ If additional work by the Inspector is indicated the hourly consulting rate shall apply

*Administration Fee: a CoBH 15% Administration Fee will be added to each invoice or billable amount

**Minor Modernization includes: cab finishes, valve work, power unit install, door operator replacement, re-rope/brake suspension

***Major Modernization includes: controller, signal fixtures, rotating equipment, drive(multiple components), fire alarm, fire recall

Electrical Permit: if a electrical permit is required, the cost shall fall under the Electrical Permit Fee Schedule as adopted by the CoBH

Building Permit: if a building permit is also required, the cost shall fall under the Building Permit Fee Scheduled as adopted by the CoBH

Note: Any change in the pricing agreement will be mutually agreed upon by CoBH and A Smart Elevator Solution. Fees shall be negotiated on a yearly basis.

ATTACHMENT 1
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JM Associates / Burnham + Company A Division of HUB Northeast One Bridge Plaza North, Suite 445 Fort Lee NJ 07024	CONTACT NAME: PHONE (A/C, No, Ext): (201) 585-6500 FAX (A/C, No): (201) 585-6590 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Underwriters Ins. Co.</td> <td>30104</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co</td> <td>19445</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Underwriters Ins. Co.	30104	INSURER B: National Union Fire Ins Co	19445	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Hartford Underwriters Ins. Co.	30104														
INSURER B: National Union Fire Ins Co	19445														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED A Smart Elevator Solution 12647 W. Dorado Place Littleton, CO 80127	Cus#373067														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	13UENOJ7355	10/28/2014	10/28/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
							MAX ANN AGGREGATE	\$10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	EBU023344001	11/12/2014	10/28/2015	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	PROFESSIONAL LIABILITY			505958053	11/12/2014	11/12/2015	LIMIT: 1,000,000	RETENT: 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

CITY OF BLACK HAWK 211 CHURCH STREET BLACK HAWK, CO 80422	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Betty Brady</i>
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.

PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED
A Smart Elevator Solution
12647 W Dorado Place
Littleton, CO 80127

INSURER A: **Pinnacol Assurance**

41190

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP(Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	4186256	09/19/2015	10/01/2016	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L EACH ACCIDENT \$100,000 E.L DISEASE - EA EMPLOYEE \$100,000 E.L DISEASE - POLICY LIMIT \$500,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

1642349
City of Blackhawk
PO Box 68
Black Hawk, CO 80422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO NOTIFY 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dalila Diaz
New Business Representative
CORPORATION 1988

ACORD

ACORD 25(2001/08)

CERTIFICATE HOLDER COPY

City of Blackhawk
PO Box 68
Black Hawk, CO 80422

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ATTACHEMENT 2
PLAN REVIEW OUTLINE

Elevator Plan Review

Elevator installation: In preparation for inspection, this list is a reminder from the City of Black Hawk elevator plan review/inspection section of Building Safety, to designers/contractors, about some easily missed or forgotten requirements that apply to elevators, and which are typically tasks performed by trades other than elevator contractors (all code and local amendment sections provide more in depth detail and should be reviewed in their entirety for full compliance, and with regard to unusual or unique situations):

Elevator Plan Reviewer/Inspector & Date of plan review: _____
Building Name and Address: _____
Permit Number: _____ Architect: _____
General Contractor: _____ Elevator Contractor: _____
Elevator code in effect for this plan review and installation: _____
Type of Equipment: _____
Rated Load (capacity) of elevator _____
Rated speed of elevator: _____ f.p.m. up and _____ f.p.m. down
Type and hand of doors: _____
of stops: _____ Entrances: ___ in line ___ frnt & rear ___ frnt & side
Total # of hoistway openings: _____ (_____ front opening(s), _____ rear opening(s) & _____ side opening(s)).
Location of machine room, machine space: _____
Location of control room, control space: _____

Inside the Elevator Cars:

IBC-2009, Section 3002.4 (Elevator Car to Accommodate Ambulance Stretcher): Where elevators are provided in buildings four or more *stories* above , or four or more *stories* below, *grade plane*, at least one elevator shall be provided for fire department emergency access to all floors. The elevator car shall be of such a size and arrangement to accommodate an ambulance stretcher 24 inches by 84 inches (610 mm by 2134 mm) with not less than 5-inch (127 mm) radius corners, in the horizontal, open position and shall be identified by the international symbol for emergency medical services (star of life). The symbol shall not be less than 3 inches (76 mm) high and shall be placed inside on both sides of the hoistway door frame (this stretcher size was 24" by 76" in the IBC-2003 and prior codes). **Does this project need a stretcher accessible passenger car?**

A17.1-2013, requirement 2.27.1.1 (Emergency Communications): A live dedicated phone line run to the elevator controller is required for the emergency two-way communication phone in the cab, to be programmed and operational at all times.

A117.1-2003, Sections 407.4.2, 302, 303 and 405: Ensure finished flooring in elevator cab does not create a trip hazard where it has a transition to the elevator cab sill.

Machine Room/Space & Control Room/Space:

A17.1-2013, requirement 8.4.11.11 (currently for hydraulic elevators only): Where buildings are designed with expansion joints, the machine room and the hoistway shall be located on the same side of an expansion joint.

A17.1-2013, requirement 2.7.1, (Enclosure of Rooms and Spaces) and IBC-2009, Section 3006.4 (Machine Rooms and Machinery Spaces): **A17.1-2013, 2.7.1** requires: Machinery space and control space enclosures located outside the hoistway and machine room and control room enclosures shall conform to the requirements of 2.7.1.1 (Fire-Resistive Construction) **or** 2.7.1.2 (Non-Fire-Resistive Construction), and 2.7.1.3 (Floors) as applicable. **IBC-2009, Section 3006.4** requires: elevator machine rooms and machinery spaces shall be enclosed with *fire barriers* constructed in accordance with Section 707 or *horizontal assemblies* constructed in accordance with Section 712, or both. The *fire-resistance rating* shall not be less than the required rating of the hoistway enclosure served by the machinery. Openings in the *fire barriers* shall be

Elevator Plan Review

protected with assemblies having a *fire protection* rating not less than that required for the hoistway enclosure doors. **Exceptions:** 1) Where machine rooms and machinery spaces do not abut and have no openings to the hoistway enclosure they serve the *fire barriers* constructed in accordance with Section 707 or *horizontal assemblies* constructed in accordance with Section 712, or both, shall be permitted to be reduced to a 1-hour *fire resistance rating*. 2) In buildings four *stories* or less above *grade plane* when machine room and machinery spaces do not abut and have no openings to the hoistway enclosure they serve, the machine room and machinery spaces are not required to be fire-resistance rated. **(Is the machine room/space or control room/space required to be fire rated construction for this project? _____)**

If yes, what level of fire rating is it required to have?: _____

A17.1-2013, requirement 2.7.3 (Access to Machinery Spaces, Machine Rooms, Control Spaces, and Control Rooms) and IBC-2009, Section 3006.1 (Access) and IBC-2009, local amendment 23.15.3006.1-Access:

Access to elevator machine rooms shall be from the inside of the building or shall be by an enclosed, ventilated, and well lighted passageway protected from the weather. Passageway shall be a minimum of 3'-6" wide by 6'-8" high, and shall meet the material and construction requirements of this code.

A17.1-2013, requirement 2.7.3.4.1 (Access Doors and Openings): Shall be a minimum width of 750 mm (29.5 in.) and a minimum height 2 030 mm (80 in.) high, be self-closing and self-locking, and be provided with a spring-type lock arranged to permit the doors to be opened from the inside without a key (the proper type of hardware is known as "storeroom function" to the door hardware contractors), and be kept closed and locked at all times. Keys to unlock the access doors shall be Group 2 security (authorized personnel only - These people are usually building owners, maintenance supervisors, and elevator personnel).

IBC-2009, Section 3006.3 (Pressurization): The elevator machine room serving a pressurized elevator hoistway shall be pressurized upon activation of a heat or smoke detector located in the elevator machine room.

A17.1-2013, requirements 2.8.1 (Equipment Allowed) & 2.8.2 (Electrical Equipment and Wiring): Only machinery and equipment used directly in connection with the elevator shall be permitted in elevator hoistways, machinery spaces, machine rooms, control spaces, and control rooms. Only such electrical wiring, raceways, cables, coaxial wiring, and antennas used directly in connection with the elevator shall be permitted to be installed inside the hoistway, machinery space, machine room, control space, or control room.

A17.1-2013, requirement 2.8.3.4 & 2.8.3.5 (both part of 2.8.3 – Pipes, Ducts, Tanks, and Sprinklers): **A17.1-2013, 2.8.3.4:** Other pipes or ducts conveying gases, vapors, or liquid and not used in connection with the operation of the elevator shall not be installed in any hoistway, machinery space, machine room, control space or control room. Where a machinery space, machine room, control space, control room, or hoistway extends above the roof of a building, pipes shall be permitted from roof drains to the closest point where they can be diverted out of this space. Pipes shall be covered to prevent leakage or condensate from entering the machinery space, machine room, control space, control room, or hoistway. **A17.1-2013, 2.8.3.5:** Where permitted and provided, pipes, drains, and tanks, or similar equipment that contains liquids, shall not be located directly above the elevator equipment and shall not encroach upon the required clearances in the hoistway, machinery space, machine room, control space, or control room.

A17.1-2013, requirement 2.7.4 (Head room in Machinery Spaces, Machine rooms, Control Spaces, and Control Rooms): Elevator machine rooms, control rooms, and machinery spaces containing an elevator driving machine not located in the hoistway shall have a clear headroom of not less than 2 130 mm (84 in.). (See also 2.7.4.5).

A17.1-2013, requirement 2.7.9.1 (Lighting): Permanently installed electric lighting shall be provided in all machinery spaces, machine rooms, control spaces, and control rooms. The illumination shall be not less than 200 lx (19 ftc) at the floor level, at the standing surface of a working platform (see 2.7.5.3), or at the level of the standing surface when the car is in the blocked position (see 2.7.5.1).

A17.1-2013, requirement 2.7.9.2 (Temperature and Humidity) & IBC-2009, Section 3006.2 (Venting): **A17.1-2013, 2.7.9.2 -** Machinery spaces, machine rooms, control spaces, and control rooms shall be provided with natural or mechanical means to keep the ambient air temperature and humidity in the range specified by the elevator equipment manufacturer to ensure safe and normal operation of the elevator. The temperature and humidity range shall be permanently posted in the machine room, control room, control space, or where specified by the equipment manufacturer, in the machinery space. **IBC-2009, 3006.2 –** Elevator machine rooms that contain solid-state equipment for elevator operation shall be provided with an independent ventilation or air-conditioning system to protect against the overheating of the electrical equipment. The system shall be capable of maintaining temperatures within the range established for the elevator equipment.

Elevator Plan Review

A17.1-2013, requirement 2.8.2 (Electrical Equipment and Wiring) & NFPA-70-2008: Installation of electrical equipment and wiring shall conform to NFPA-70.

A17.1-2013, requirement 8.6.1.6.5 (Fire Extinguishers): In jurisdictions not enforcing NBCC, Class “ABC” fire extinguishers shall be provided in elevator electrical machine rooms, control rooms, and control spaces outside the hoistway intended for full bodily entry, and walk-in machinery and control rooms for escalators and moving walks; and they shall be located convenient to the access door.

NFPA-70-2011, article 620.22: A separate branch circuit for car lights (for each elevator) shall have over current protection in machine room/control room.

NFPA-70-2011, article 620.23: A separate branch circuit for machine room/space control room/space lighting and GFCI receptacle(s) is required. Switch to be located inside at the point of entry.

NFPA-70-2011, article 620.25 and 620.55: A separate branch circuit shall supply each additional piece of utilization equipment (such as a fan, air handler or heater located in the machine or control room, a tank heater, oil cooler or seismic switch located in the machine or control room, a television camera located in the elevator car, an air conditioning unit located on the elevator car, a heater installed in the pit, etc...), and shall have an overcurrent device located in the machine room or control room, with all required NEC working clearances and labeling.

NFPA-70-2011, article 620.51: Provide single means for disconnecting all ungrounded main power supply conductors (for each elevator). It must be an externally operable fused motor circuit switch or circuit breaker capable of being locked in the open position, with all required NEC working clearances and labeling.

Secondary and Overhead Space:

A17.1-2013, requirement 2.7.3.4 (Access Doors and Openings): Provide access door (29.5” by 29.5”) minimum, and maintain fire rating.

A17.1-2013, requirement 2.7.9.1 (Lighting): Lighting required shall be not < 19 FTC as measured at the floor.

NFPA-70-2011, article 620.23: A separate branch circuit for secondary or overhead space lighting and GFCI receptacle(s) is required. Switch to be located inside at the point of entry, on the strike side of the door.

Hoistway:

A17.1-2013, requirement 2.1.1.1 (Fire-Resistive Construction) & IBC-2009, sections 3002.1 (Hoistway Enclosure Protection) & 708 (Shaft Enclosures): **(Is the hoistway required to be fire rated construction for this project?**

If yes, what level of fire rating is it required to have?: _____)

A17.1-2013, requirement 2.1.6 (Projections, Recesses, and Setbacks in Hoistway Enclosures): Hoistway enclosures shall have flush surfaces on the hoistway side. Beams, floor slabs, or other building construction making an angle less than 75 deg with the horizontal shall not project more than 100 mm (4 in.) inside the hoistway enclosure unless the top surface of the projection is beveled at an angle not less than 75 deg with the horizontal.

A17.1-2013, requirements 2.8.1 (Equipment Allowed) & 2.8.2 (Electrical Equipment and Wiring): Only machinery and equipment used directly in connection with the elevator shall be permitted in elevator hoistways, machinery spaces, machine rooms, control spaces, and control rooms. Only such electrical wiring, raceways, cables, coaxial wiring, and antennas used directly in connection with the elevator shall be permitted to be installed inside the hoistway, machinery space, machine room, control space, or control room.

A17.1-2013, requirement 2.8.3.4 & 2.8.3.5 (both part of 2.8.3 – Pipes, Ducts, Tanks, and Sprinklers): **A17.1-2013, 2.8.3.4**: Other pipes or ducts conveying gases, vapors, or liquid and not used in connection with the operation of the elevator shall not be installed in any hoistway, machinery space, machine room, control space or control room. Where a machinery space, machine room, control space, control room, or hoistway extends above the roof of a building, pipes shall be permitted from roof drains to the closest point where they can be diverted out of this space. Pipes shall be covered to prevent leakage or condensate from entering the machinery space, machine room, control space, control room, or hoistway. **A17.1-2013, 2.8.3.5**: Where permitted and provided, pipes, drains, and tanks, or similar equipment that contains liquids, shall not be located directly above the elevator equipment and shall not encroach upon the required clearances in the hoistway, machinery space, machine room, control space, or control room.

Elevator Plan Review

A17.1-2013, requirement 2.1.4 (Control of Smoke and Hot Gases) and IBC-2009, section 3004 (Hoistway Venting):

A17.1-2010, 2.1.4: When required by the building code, hoistways shall be provided with means to prevent the accumulation of smoke and hot gases. Where air pressurization of the hoistway is utilized as a means of smoke and hot gas control, the air shall not be introduced into the hoistway in such a manner as to cause erratic operation by impingement of traveling cables, selector tapes, governor ropes, compensating ropes, and other components sensitive to excessive movement or deflection. **IBC-2009, 3004.1:**

Hoistways of elevators and dumbwaiters penetrating more than three stories shall be provided with a means for venting smoke and hot gases to the outer air in case of fire. **There are several exceptions listed for consideration. Per MOA Fire Dept. - The required manual override switch for hoistway ventilation is to be installed adjacent to the fire alarm panel or annunciator panel, it is to be labeled with its use (Elevator Hoistway Ventilation Manual Override switch), it is to be a two position switch labeled "open" and "closed". Does this project need to have hoistway ventilation installed?** _____

Outside Hoistway:

A117.1-2003, Sections 407.2, 302, 303, 305 & 306: Ensure a clear floor or ground space at call buttons in elevator lobbies, so no obstruction is blocking access to buttons, and so that there is not a trip hazard when entering the elevator from the hall where there is a transition of the finished hall floors to the elevator hall sills.

A17.1-2013, requirement 2.11.10.2 (Illumination at Landing Sills): The building corridors shall be so lighted that the illumination at the landing sills (with the doors closed), when an elevator is in service, shall be not less than 100 lx (10FTC).

Pits and Underside of Car:

A17.1-2013, requirement 2.1.2.2 (Construction at Bottom of Hoistway): Pits extending to the ground shall have noncombustible floors, and shall be designed to prevent entry of ground water into the pit. The pit floor of any hoistway not extending to the ground shall be of construction having a fire-resistance rating at least equal to that required for the hoistway enclosure.

A17.1-2013, requirement 2.2.4 (Pit Access) and A17.1-2007, local amendment 23.75.2.2.4.2 Access to Pits: **Is a pit ladder required for this elevator (pit >35")?** _____

A17.1-2013 2.2.5 (Illumination of Pits): Permanent lighting fixture(s) with guards are required to provide not < 10 ftc at the pit floor. Switch is to be accessible from the pit access door.

NFPA-70-2011, article 620.24: A separate branch circuit for pit lighting and convenience receptacle(s) is required. Switch to be located inside the pit, readily accessible at the point of entry.

A17.1-2013, requirement 2.2.8 (Access to Underside of Car): Provide access to underside of car where distance from pit floor to underside of the plank channels or slings exceeds 83".

Policy L.02-Elevator pit drainage: **The elevator pit drainage/sump policy currently in effect in the City of Black Hawk.**

Firefighters' Emergency Operation and Related Emergency Operations, Fire Suppression and Initiating Devices:

IBC-2009, section 3003.2, IFC-2009, section 607.1, A17.1-2010, requirement 2.27.3 & NFPA-72-2010, sections 21.3, 21.4, 21.5 & 21.6: **Does this project require Firefighters' Emergency Operation?** _____

* Fire Alarm Initiating Devices: Fire alarm initiating devices shall be installed and shall function in accordance with the NFPA-72-2010 (National Fire Alarm Code), Sections 21.3, 21.4, 21.5 & 21.6.

IBC-2009, sections 1007.2.1, 1007.4, 2702 & 3003, IFC-2009, sections 604.2.5 & 1007.4, and A17.1-2010, requirement 2.27.2: Elevators as an accessible means of egress, and on an auxiliary power source, such as standby or emergency power generators. **Is this project required to have elevators on a generator?** _____

* If the answer is yes, then the elevator car light circuit and machine room ventilation, heating, air conditioning, etc... (climate control) must also be on the generator.

A17.1-2013, requirement 2.8.3, IFC-2009 local amendments 23.45.903.2.12.3 and 23.45.903.3.1.1.1 and NFPA-13-2010, section 8.15.5: Sprinklers are required in the pit of hydraulic elevators, below 2' above the pit floor (preferably near the entrance side of the elevator). Per IFC-2009 local amendment, sprinklers are also required in the pits of electric elevators as well, and are not allowed in machine rooms/spaces or control rooms/spaces or at the tops of most elevator hoistways. **Does this project require the pit to be sprinkled?** _____

NFPA-13-2010, Section 8.15.5.6: Sprinklers shall be installed at the top and bottom of elevators that utilize polyurethane-coated steel belts or other similar combustible belt material. **Does this elevator utilize**

ATTACHMENT 3

REFERENCES

References:

Chief Joseph Gonzales
Denver Fire Department
720-913-3462
745 West Colfax Ave.
Denver, CO 80204

Curt Burgoyne
Municipality of Anchorage
907-317-6983
4700 Elmore Road
Anchorage, Alaska 99519-6650

Mike Stewart
Denver Fire Department
720-913-3514
745 West Colfax Ave.
Denver, CO 80204

Jay Herringer
Mortenson Construction
303-917-7522
2020 Applewood Drive
Lakewood, CO 80215

Nathan Nosari
970-547-2511
PO Box 1317
Breckenridge, CO 80424

ATTACHMENT 4

RESUMES

Russell M. Holt

Littleton, Colorado

Summary of Qualifications

A perceptive, quick-thinking, business person who succeeds through active listening to others. Excellent at making difficult things happen. Passion for creating success in business and in those around me. I have extensive experience in employee development and team building.

Other Strengths:

Mentoring	Problem Solving	Team Development	Order Out of chaos
Leadership	Trouble Shooter	Change Navigation	Program Management

Career History

A Smart Elevator Solution 2014-Present (Owner)

ThyssenKrupp Elevator 2004-2014

- Centennial Branch Modernization Operational Manager
- Southwest Region West Mod pod Operational Manager
- Operation manager Ft .Collins Branch
- Mod and Construction Superintendent
- OSHA 1926/1910 10 Hour and 30 hour Trainer
- NASA Certified QEI - 2009-Present
- Selected as a ThyssenKrupp AG L3 Potential Candidate (Top Manager Selection Process for ThyssenKrupp AG)

Schindler Elevator Corporation for 22 years 1982- 8/17/04

2002-2004 District Field Manager

- Responsibilities include leading the service department
- Mentoring new service superintendents
- Support construction superintendent
- Mentoring all new construction superintendent
- Local Code Representative for Colorado

1999-2002 Construction Superintendent

- Responsible for the construction, modernization, and repair department. The performance of the construction department went from 124% labor efficiency to 88% (36% improvement)
- Repair was billing 40% of the maintenance base at a 40% margin

1994-1999 Account Manager

- Responsible for service sales and repair sales in my area
- Responsible for negotiating new service contracts
- 98% success rate in converting new construction unit over to a full maintenance contract
- Schindler's National Repair Sales Product Action Team
 - Assisted in revising the Equipment Quality Improvement Products manual (EQIP)
 - Repair sales trainer and repair estimating trainer
- Schindler's National Service Product Action Team
 - Worked with the training group to develop the service professional training program
 - Trainer for Schindler's PASS (service routing) programWhile serving on this team I had the opportunity to observe the service operation in Zurich Switzerland, Frankford Germany, and Madrid Spain.

1986-1994 Elevator Mechanic

1982-1986 Elevator Helper

National Elevator Industry Educational Program Instructor (NEIEP) 1990- 2005:

- Classes Instructed: Basic Electricity, DC Motor and Generators, Circuit Tracing, Hydraulic Elevators, Escalators, Mechanic Technical Review, Meters, Customer Relations, Doors and Door Operators.

Other Activities in the Elevator Industry:

- President of Local #25 International Union of Elevator Constructors from 1987-1994
- Served on the Elevator Educational Committee as a member of the IUEC 1988-1993
- Served on the Elevator Educational Committee as a member of NEII 1994-2002
- Serving on the Joint Apprenticeship Committee for Schindler Elevator Corporation 2002-2004
- Served as the **Chairman of the NEII committee** from 2000-2002
- Assisted in starting the Safety rider program in the Denver area elementary schools.
- OSHA 10 and 30 course instruction

Education:

1995-1997	Arapahoe Community College	Littleton Colorado
	<ul style="list-style-type: none">• Completion of a professional Series Program in Contemporary Management	
1989-1992	Aurora Community College	Aurora Colorado
	<ul style="list-style-type: none">• Human resource Management• Negotiations• Labor Relations	
1979-1980	Mesa College	Grand Jct. Colorado
	<ul style="list-style-type: none">• Business Management	

Licenses:

- NAESA Certified Elevator Inspector C4369
- Licensed Elevator Inspector CI-1-512
- Licensed Denver Inspector #927055
- Licensed Elevator Contractor CC-1-560
- Wyoming Ltd Tech Elevator License TLM-E-20118
- Colorado Type 1 Conveyance Mechanic CM-1-558
- Denver Elevator Contractor
- Elevator Supervisor Certificate City and Country of Denver #1019333
- Supervisor Certificate City of Aurora
- City of Littleton Contractor License/registration
- City of Glenwood Springs Class D Elevator/Escalator License

Computer program knowledge:

MS word, MS excel, MS power point, SAP, Oracle

Volunteer Experience:

- Motocross Promoter both local and AMA National events in Colorado
- Volunteer Wrestling Coach for Chatfield High School 1993-Present
- Elevator Escalator Safety Rider Program
- Varsity Scout Coach for the Boy Scouts of America 1988-1991

ANTHONY MILLER



QUALIFICATIONS

Inspections

- I am currently performing witnessed and annual testing as a QEI certified inspector. I hold licensing for Colorado as well as Denver. Striving to ensure the safety of the public is a top priority while performing inspections. As a superintendent for ThyssenKrupp, I made it a practice to be onsite during 95% of the testing that was occurring and even helped train local fire officials on certain functions of the elevator. Prior to my superintendent role I was a mechanic and performed all of my own inspections/safety tests. During that time, I was even audited by the state during an acceptance test without failure. I believe my extensive knowledge of elevator systems along with knowledge of codes and dedication to safety raises the bar in this particular aspect of the industry.

Management

- Throughout my tenure in the industry I have been involved with managing both as a superintendent and project foreman. I believe my experience with this has taught me a great deal on how to manage scheduling, coordination, paperwork and processes along with customer service.

EXPERIENCE

- | | |
|-----------|--|
| 12-2014 | <p>Partner, <i>A Smart Elevator Solution</i></p> <ul style="list-style-type: none">· At A Smart Elevator Solution we have tried to bring a higher standard for the safety and operation of conveyances in the industry. We strive to provide more thorough inspections for both annual and acceptance tests. We have also strived to raise the bar with our consulting services with our key focus on maintenance evaluations. |
| 2005-2014 | <p>Mechanic and Superintendent <i>ThyssenKrupp Elevator</i></p> <ul style="list-style-type: none">· During my tenure at ThyssenKrupp Elevator I performed a number of functions. I have been a construction, modernization and service mechanic. Having been involved and performed many inspections as such I eventually moved into the superintendent role where I supervised, trained mechanics for installation and testing. |

EDUCATION PERTAINING TO THE INDUSTRY

- | | |
|-----------|--|
| 2005-2009 | Mechanics License, <i>National Elevator Industry Education Program</i> |
| 2013 | Elevator Safety Program, <i>National Safety Council</i> |
| 2015 | Qualified Elevator Inspector, <i>NAESA International</i> |

Chalon Rein



Summary of Qualifications

A perceptive, quick-thinking, business person who succeeds through active listening to others.
Excellent at making difficult things happen.

Career History

Municipality of Alaska 2004-Present

- Lead Inspector for Municipality of Anchorage
- Responsible for all Plan Reviews
- Acceptance and Periodic Inspections
- Tech Code updates class to architect and engineers

ThyssenKrupp Elevator 2002-2004

- Branch Manager
- Operational Manager
- NAESA Certified QEI C-2992
- Elevator field Mechanic

Alaska Pacific Elevator 1998- 2002

- Elevator Sales (Construction/Modernization Service/Repair)
- Support construction superintendent
- Sales estimator

Other Activities in the Elevator Industry:

- Teaches Code up-date class to Architects and Engineers
- Chair of the Municipality of Anchorage Code Committee

Licenses:

- NAESA Certified Elevator Inspector C-2992

Computer program knowledge:

- MS word, MS excel, MS power point, SAP, Oracle

ATTACHMENT 5
LICENSES AND CERTIFICATIONS

Colorado Department of Labor and Employment
Division of Oil and Public Safety
Conveyance Section

This is to certify that
RUSSELL HOLT
is qualified as a
Type 1 Conveyance Inspector

License Number **CI-1-512** Expiration Date **06/30/2016**

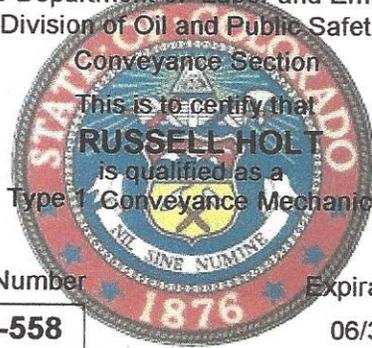


NAESA International
This is to certify that
Russell M Holt
is qualified as a
CERTIFIED ELEVATOR INSPECTOR
Certification No.: **C-431**
Effective: **05/08/2011**
Expiration: **06/30/2016**
NAESA
Professional Member
Executive Director

Colorado Department of Labor and Employment
Division of Oil and Public Safety
Conveyance Section

This is to certify that
RUSSELL HOLT
is qualified as a
Type 1 Conveyance Mechanic

License Number **CM-1-558** Expiration Date **06/30/2016**



CITY AND COUNTY OF DENVER
DENVER FIRE DEPARTMENT
FIRE PREVENTION DIVISION

2015

RUSSELL M. HOLT
LIC. # **927055**
CONVEYANCE INSPECTOR TYPE 1



LICENSE MUST BE KEPT VISIBLE AT ALL TIMES WHILE ON THE JOB SITE

OSHA
U.S. Department of Labor
Rocky Mountain Education Center
* 1-800-933-8394

This acknowledges that
Russell M. Holt

is an **OSHA General Industry Outreach Trainer**

Trainers are authorized to conduct 10- and 30- hour General Industry outreach training in accordance with guidelines provided by the OSHA Training Institute.

Director: *Charles J. Shields* Expires **02/16/16**

This is to Certify that

Russell M. Holt

is registered with the Wyoming Department of Fire Prevention and Electrical Safety and is hereby permitted to work as a

Ltd Tech Elevator 1

Issue Date: 8/26/2008 License # TLM-E-2011
Expires: 7/1/2017 Issued by: Michelle Flynn

OSHA
U.S. Department of Labor
Rocky Mountain Education Center
800-933-8394

This card acknowledges that the recipient has successfully completed OSHA #500 Trainer Course in Occupational Safety and Health Standards for the Construction Industry and is designated as an

OSHA Authorized Construction Trainer

Russell M. Holt

Completion of this course authorizes the trainer to conduct 10- and 30-hour Construction courses in accordance with Outreach Training Program requirements.

Charles J. Shields
Director, OSHA Training Institute Expiration Date **07/11/17**



Denver Fire Department
Fire Prevention Division

745 West Colfax Avenue
Denver, CO 80204
p: 720.913.3474
f: 720.913.3596
www.denvergov.org/fire

2015
Conveyance Contractor's License

Issued to:
A Smart Elevator Service
12647 W Dorado Place
Littleton, CO 80127

Expires:
12/31/2015

License Number:
DCC 112

A Smart Elevator Service is hereby licensed to install, alter, replace, maintain, remove, and dismantle the following conveyances within the City and County of Denver; Elevators, Escalators, Moving Walks, Dumbwaiters, Material lifts, Vertical and Inclined Platform Lifts, Stairway Chairlifts. All work activities are to be performed in accordance with the Denver's Fire and Building Codes.

POST IN CONSPICUOUS PLACE

This license is valid for the calendar year which issued only. It is the licensee's responsibility to renew just prior to the expiration date. This license covers only those activities listed.



DEPARTMENT OF LABOR AND EMPLOYMENT
Division of Oil and Public Safety
Conveyance Section
(303) 318-8526 Fax (303) 318-8534

Issue Date: 01/23/2015 Expiration Date: 06/30/2015
Receipt for payment of \$250.00 for:
Conveyance Contractor
License # **CC-1-560**

RUSSELL HOLT
12647 WEST DORADO PLACE
LITTLETON, CO 80127

holtru@comcast.net



DEPARTMENT OF LABOR AND EMPLOYMENT
Division of Oil and Public Safety
Conveyance Section
(303) 318-8526 Fax (303) 318-8534

This is to certify that

A SMART ELEVATOR SOLUTION
is qualified as a Conveyance Contractor
License #: **CC-1-560** **Expiring:**
06/30/2015

Subject to the conditions prescribed by the Elevator and Escalator Certification Act or any rule adopted pursuant to this Act, is authorized to perform the activity type listed above in the State of Colorado under this license certificate.

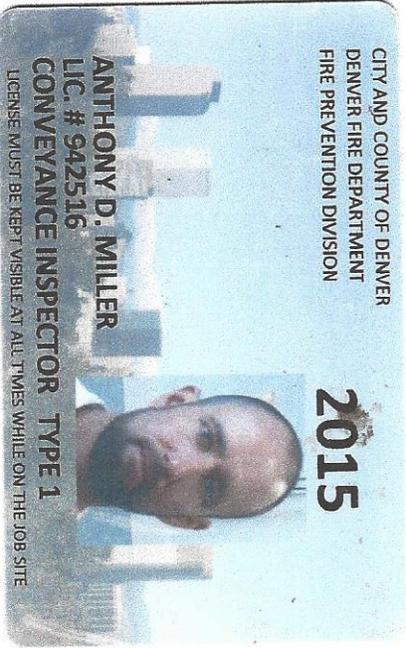


Colorado Department of Labor and Employment
Division of Oil and Public Safety



This is to certify that
ANTHONY MILLER
is qualified as a
Type 1 Conveyance Inspector

License Number **CI-1-513** Expiration Date **06/30/2016**



NAESA International
This is to certify that
Anthony D Miller
is qualified as a
CERTIFIED ELEVATOR INSPECTOR
Certification No: **C-5472**
Effective: **03/25/2015**
Expiration: **12/31/2015**

NAESA
Professional Member

Anthony D Miller
Executive Director

OSHA
Occupational Safety and Health Administration

This card acknowledges that the recipient has successfully completed a 30-hour Occupational Safety and Health Training Course in **Construction Safety and Health**

Anthony Miller

RUSSELL HOLT
(Trainer name - print or type)

12/20/2013
(Course end date)

30-600910982



AHJ Member

NAESA International

This is to certify that

Chalón M Rein

is qualified as a

CERTIFIED ELEVATOR INSPECTOR

Certification No.: C-2992
Effective: 05/21/2004
Expiration: 06/30/2016

Dorothy Staliske
Executive Director

RESOLUTION 67-2015
A RESOLUTION
RATIFYING THE
PROFESSIONAL
SERVICES AGREEMENT
WITH A SMART
ELEVATOR SOLUTION,
LLC IN AN AMOUNT NOT
TO EXCEED \$10,760.00

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

Resolution No. 67-2015

TITLE: A RESOLUTION RATIFYING THE PROFESSIONAL SERVICES AGREEMENT WITH A SMART ELEVATOR SOLUTION, LLC IN AN AMOUNT NOT TO EXCEED \$10,760.00

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby ratifies the approval of the Professional Services Agreement with A Smart Elevator Solution, LLC, attached hereto as **Exhibit A**, in the amount not to exceed \$10,760.00 for pre-inspection services necessary to provide the City with elevator inspection services.

RESOLVED AND PASSED this 23rd day of September, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: A Resolution Ratifying the Professional Services Agreement with A Smart Elevator Solution, LLC in an amount not to exceed \$10,760.00

RECOMMENDATION: Staff recommends the following motion to the Mayor and Board of Aldermen: *MOTION TO APPROVE Resolution No. 67 - The City Council hereby ratifies the approval of the Professional Services Agreement with A Smart Elevator Solution, LLC, attached hereto as Exhibit A, in the amount not to exceed \$10,760.00 for pre-inspection services necessary to provide the City with elevator inspection services.*

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk executed a Memorandum of Agreement (MOA) with the Division of Oil and Public Safety – Conveyance Section (OPS) which allows for the City to regulate conveyances in the City’s territory of jurisdiction under the condition that the City operate and enforce a program that is equal to or greater than the OPS program. OPS conducted an audit of the City’s conveyance regulation program on July 29, 2015. This audit identified significant deficiencies that must be mitigated to avoid termination of the MOA and dissolution of the OPS-approved conveyance regulation program. OPS requires the following corrective actions:

- a. By November 1, 2015, arrange for an inspection of conveyances which do not have documentation of inspection during the past year.
- b. By November 1, 2015, develop and implement a program for review of all inspection reports which will include the identification of any violations warranting the issuance of a Temporary Certificate of Operation (TCO). This will also include the tracking of TCO violation mitigation to ensure that the repairs are completed prior to the expiration of the TCO.
- c. By December 1, 2015, report to OPS any accidents that have occurred on conveyances at Blackhawk facilities, where injuries (as defined by the Conveyance Regulations) resulted.
- d. By February 1, 2016, develop and implement an enforcement program to include follow-up actions on conveyance owners who violate the terms of the certificate of operation, installation/alteration permit or other rules of the City.
- e. The City will cooperate with OPS regarding periodic follow-up audits to ensure that the City has completed the corrective actions listed above and is consistently following the requirements in the Conveyance Regulation Memorandum of Agreement.

The City of Black Hawk has terminated the Professional Services Agreement with Colorado Code Consulting. Staff is requesting *A Smart Elevator Solution* is retained to provide pre-inspection services and information gathering on all the conveyances in Black Hawk. The information gathered will assist staff and *A Smart Elevator Solution* in developing a plan to come into compliance with OPS.

AGENDA DATE: September 23, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: 010-1901-4193319

DEPARTMENT DIRECTOR APPROVAL: Yes No

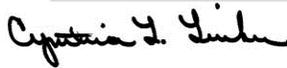
STAFF PERSON RESPONSIBLE: Cynthia L. Linker, CP&D Administrator

DOCUMENTS ATTACHED: Resolution No. 67, Professional Services Agreement, Scope of Work, Certificates of Insurance

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

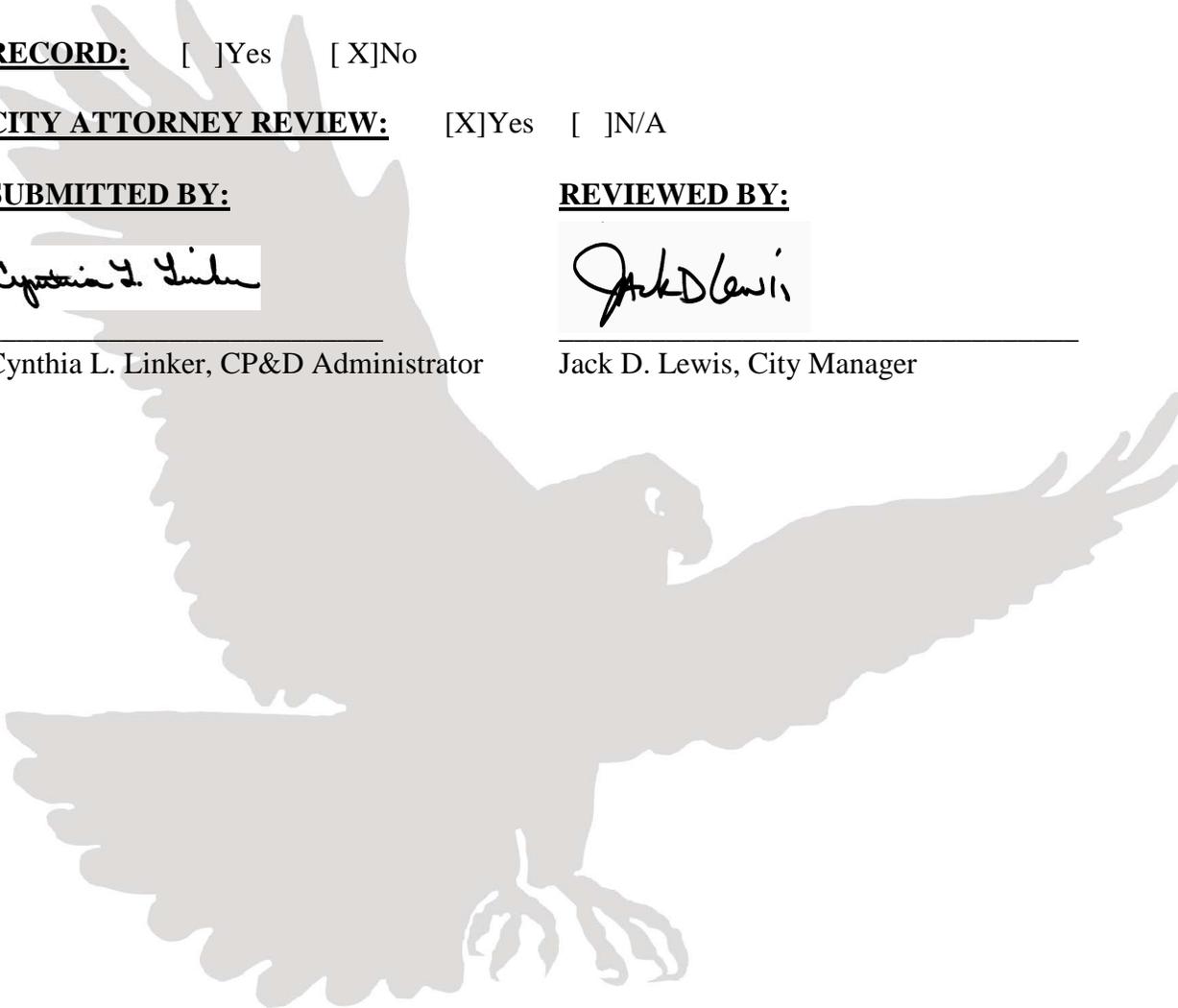


Cynthia L. Linker, CP&D Administrator

REVIEWED BY:



Jack D. Lewis, City Manager



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between the **CITY OF BLACK HAWK**, State of Colorado, a Colorado municipal corporation (hereinafter referred to as the "City") and **A SMART ELEVATOR SOLUTION, LLC** hereinafter referred to as "Contractor").

RECITALS:

A. The City requires **Conveyance Overview to include pre-inspection services and information gathering for all conveyance in the City** (the Project").

B. Contractor has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Contractor shall provide to the City, the **Scope of Services – Conveyance Overview** for the Project.

I. SCOPE OF SERVICES

Contractor shall complete the scope of services as described in **Exhibit A** attached hereto and incorporated herein by this reference. Contractor shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Contractor with reports and such other data as may be available to the City and reasonably required by Contractor to perform hereunder. No project information shall be disclosed by Contractor to third parties without the prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Contractor shall be returned to the City. Contractor is authorized by the City to retain copies of such data and materials at Contractor's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that Contractor's documents produced under this Agreement are instruments of professional services. Nevertheless, upon payment to Contractor pursuant to this Agreement, all work, data, drawings, designs, plans, reports, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project are, and shall be, the sole and exclusive property of the City. However, any reuse of the documents by the City without prior written authorization by Contractor other than for the specific intended purpose of this Agreement will be at the City's sole risk. Contractor will provide the City with a ten (10) day written notice prior to disposal of Project documents it has retained, during which time the City may take physical possession of same at the storage site.

IV. COMPENSATION

A. Compensation shall not exceed **\$10,760.00** for the work described in **Exhibit A**. Payment shall be made in accordance with the schedule of charges in **Exhibit A**. Invoices will be itemized and include hourly breakdown for all personnel and other charges.

B. Contractor may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Contractor under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Contractor's verified payment request, shall be submitted by Contractor to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Contractor fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Contractor defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Contractor invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Contractor may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Contractor may terminate this Agreement. Upon receipt of payment in full for services rendered, Contractor will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Contractor's certification that services required herein by Contractor have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Contractor shall commence work upon the execution of this Agreement. This Agreement shall be completed by **December 31, 2015**.

VI. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by Contractor under this Agreement. Contractor shall, without additional compensation, correct or resolve any errors or deficiencies in its designs, drawings, specifications, reports, and other services which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Contractor of responsibility for technical adequacy of the work. Neither the City's review, approval, or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement, and Contractor shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VII. COMPLIANCE WITH LAW

A. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules, and regulations.

B. Illegal Aliens.

1. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the

Agreement.

2. Prohibited Acts. Contractor shall not:

a. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

b. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Verification.

a. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

b. Contractor shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

c. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

4. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

5. If Contractor does not currently employ any employees, Contractor shall sign the No Employee Affidavit attached hereto.

6. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign

the Department Program Affidavit attached hereto.

VIII. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Contractor, to the fullest extent permitted by law, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, in any way resulting from or arising from the services rendered by Contractor, its employees, agents or subContractors, or others for whom the Contractor is legally liable, under this Agreement; provided, however, that the Contractor need not indemnify or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Contractor shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by or arising out of the negligent acts, errors or omissions of the Contractor, its employees, agents or subContractors, or others for whom the Contractor is legally liable, in the performance of professional services under this Agreement. The Contractor is not obligated under this subparagraph VIII.B. to indemnify the City for the negligent acts of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Contractor shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability, claims or demands at the sole expense of Contractor or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Contractor shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Contractor for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees.

IX. INSURANCE

A. The Contractor agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section VIII above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient

amounts, durations, or types.

B. Contractor shall obtain and maintain during the life of this Contract, and shall cause any subcontractor to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to Section VIII above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. **Worker's Compensation Insurance** to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of six hundred thousand dollars (\$600,000) each incident, one million dollars (\$1,000,000) disease—policy limit, and one million dollars (\$1,000,000) disease—each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements under this paragraph.

2. **Commercial general liability insurance** with minimum combined single limits of six hundred thousand dollars (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual products, and completed operations. This policy shall contain a severability of interests provision.

3. **Professional liability insurance** with minimum limits of six hundred, thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

4. **The policy required by paragraph 2., above, shall be endorsed to include the City and the City's officers, employees, and Contractors as additional insureds.** The policy required in Paragraphs 1 and 2 above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its Contractors shall be excess and not contributory insurance to that provided by Contractor. No additional insured endorsement to the policy required by paragraph 1., above, shall contain any exclusion for bodily injury or property damage arising from completed operations. Contractor shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: City Clerk

6. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty, thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-114 et seq., 13 Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, its employees, or agents.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate upon the City's providing Contractor with thirty (30) days advance written notice. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Contractor.

XII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Gilpin, State of Colorado.

XIII. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is the employee of the City for any purpose.

XIV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XV. NOTICE

Any notice or communication between Contractor and the City which may be required, or which may be given, under the terms of this Agreement, shall be in writing and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City:

**City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068
Attn: Cynthia Linker, CP&D Administrator**

The Contractor:

**A Smart Elevator Solution, LLC
12647 W. Dorado Place
Littleton, Colorado 80127
Attn: Russell Holt, Owner**

XVI. ENTIRE AGREEMENT

This Agreement and the attached exhibits constitute the entire Agreement between Contractor and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF BLACK HAWK, COLORADO

By:



Jack D. Lewis, City Manager

ATTEST:

Melissa Greiner, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

A SMART ELEVATOR SOLUTION, LLC

By: Russell Holt
Russell Holt

Its: Owner
Owner

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 15th day of September, 2015, by Russell Holt as the owner of A Smart Elevator Solution, LLC.

My commission expires: 6/25/2019

(S E A L)

Sara Lang
Notary Public



**PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR
CONTRACTING WITH AN ILLEGAL ALIEN**

FROM: Russell Holt
Russell Holt, Owner
A Smart Elevator Solution, LLC

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422-0068

Project Name: **City of Black Hawk Conveyance Program**

Bid Number: N/A

Project No. N/A

As a prospective Contractor for the above-identified bid, I (we) do hereby certify that, as of the date of this certification, I (we) do not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that I (we) will confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment.

Executed this 16 day of September, 2015

Prospective Contractor A Smart Elevator Solution

By: Russell Holt

Title: owner

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, N/A , am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, N/A , am an owner/member/shareholder of _____, a _____ [specify type of entity-*i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the City, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I, Russell Holt , am a United States citizen or legal permanent resident.

The City must verify this statement by reviewing one of the following items:

- *A valid Colorado Driver's license or a Colorado identification card*
- *A United States military card or a military dependent's identification card*
- *A United States Coast Guard Merchant Mariner card*
- *A Native American tribal document or*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card*
- *Any other documents or combination of documents listed in the City's "Acceptable Documents for Lawful Presence Verification" chart that prove both the contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal systematic alien verification of entitlement program, the "SAVE" program, and provide such verification to the City.

 Russell Holt
Signature

 9/16/15
Date

DEPARTMENT PROGRAM AFFIDAVIT

(To be completed if Contractor participates in the Department of Labor Lawful Presence Verification Program)

I, Russell Holt, as a public contractor under contract with the City of Black Hawk (the "City"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Contract") with the Town within twenty (20) days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Contract; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Contract.

Russell Holt
Contractor Signature

9/16/15
Date

STATE OF COLORADO)
) ss.
COUNTY OF Gilpin)

The foregoing instrument was subscribed, sworn to and acknowledged before me this 15th day of September, 2015, by Russell Holt as owner of A Smart Elevator Solution, LLC

My commission expires: 6/25/2019

(S E A L)

Sara Lang
Notary Public



**ACCEPTABLE DOCUMENTS FOR
LAWFUL PRESENCE VERIFICATION**

Documents that Serve to Prove Citizenship/Lawful Presence and Identification:

- Colorado Driver's License or Identification Card
- Out of State drivers license from: AL, AZ, AR, CA, CT, DE, DC, FL, GA, ID, IN, IA, KS, KY, LA, ME, MN, MS, MO, MT, NV, NH, NJ, NY, ND, OH, OK, PA, RI, SC, SD, VA, WV, WY
- A United States Military Card of a Military Dependent's Identification Card
- A United States Coast Guard or Merchant Mariner Card
- A Native American Tribal Document
- Certificate of Naturalization with Photograph
- Certificate of U.S. Citizenship with Photograph
- U.S. Passport (less than 5 years old)
- Northern Mariana Identification Card with Photograph

OR

Documents that Only Serve to Prove Citizenship/Lawful Presence:

- U.S. Birth Certificate
- Certification of Report of Birth from Department of State
- Report of Birth Abroad of a U.S. Citizen
- U.S. Citizen Identification Card
- Final Adoption Decree
- Evidence of U.S. Civil Service Employment before June 1, 1976
- Statement Provided by U.S. Consular Officer Certifying Citizenship
- Religious Records Recorded in the 50 states, D.C., or a U.S. Territory Showing Birth Date or Child's Age and Location of Birth in U.S.
- Early School Records
- Census Records
- Other Documents that Establish a U.S. Place of Birth or in Some Way Indicates U.S. Citizenship

AND

Documents that Serve to Prove Identification:

- A Driver's License or Identification Card Regardless of the State of Issuance
- School Identification Card with Photograph
- Identification Card Issued by Federal, State or Local Government
- A Driver's License Issued by a Canadian Government Authority

EXHIBIT A
SCOPE OF SERVICES

A Smart Elevator Solution



August 26, 2015

City Of Black Hawk
211 Church Street
Black Hawk, CO 80422
303-582-5221

RE: Conveyance Overview

Dear Cynthia Linker

A Smart Elevator Solution (ASES) proposes to provide the following elevator inspection services for the referenced cause.

Pre-inspection services information gathering:

1. ASES proposes to investigate the status of all conveyances in the City of Black Hawk.
2. The investigation is for informational purposes to evaluate the initial condition of the conveyances and to better provide and initiate a plan to ensure all conveyances are code compliant and safe.
3. The investigative overview will better provide ASES and the City of Black Hawk with the following:
 - a. Units with immediate impending safety hazards.
 - b. General overview of code compliancy conditions that exist under the jurisdiction.
 - c. Confirm an accurate count of all conveyances in the jurisdiction.
 - d. Evaluate the status of the TCO's for conveyances.
 - e. Become familiar with the layout of conveyances in the buildings.
4. ASES would like to perform this overview/evaluation prior to commencement of inspecting conveyances per schedule should ASES be contracted to do so.
5. ASES will provide a report of the findings with the City of Black Hawk
6. The period in which the overview evaluation will take place is estimated to be two (2) weeks. Not to exceed three (3) weeks.
7. The follow up report given to the City of Black Hawk is estimated to consist of an additional two (2) week time period.

The above services will be provided for the following fees:

Pricing Schedule			
Type of Elevator	Price/Elevator	Number of units	Total
Elevator	\$100.00	74	\$7,400.00
Platform Lift / Dumbwaiter	\$80.00	4	\$320.00
Escalator	\$80.00	38	\$3,040.00
	TOTAL		\$10,760.00

A Smart Elevator Solution, LLC		Client's Acceptance	
Submitted by: (Signature)		Accepted by: (Signature)	
Name:	Russell Holt	Name:	
Title:	Owner	Title:	
Date:	8/26/2015	Date:	
Co. Name:	A Smart Elevator Solution, LLC	Co. Name:	

Upon review and approval sign, date and return. Upon receipt we will countersign with our approval and return one copy for your records.

Terms and Conditions of This Agreement:

- I. **INSURANCE:** Upon request by the Owner or Owners' representative, ASES will issue its standard professional and general liability insurance. Liability shall be limited to the fee proposal amount of this Agreement or \$250,000 whichever is lower.
- II. **INDEMNIFICATION PROVISIONS:**
 - a. The Consultant shall be responsible for all of the work performed directly by their employees, any Associates or those persons retained or independently contracted by the Consultant to perform any of the work identified in this Agreement in concurrence with this project and the Consultant shall defend, indemnify and hold harmless the Owner/Client (as identified in the Agreement) against claims arising out of their sole negligence.
 - b. The Consultant shall not be held responsible for any damages, injuries, etc., arising out of the acts and/or omissions of the Owner/Client or any of the Owners/Clients designated representatives, Agents, employees, other Consultants, Contractors, Sub-Consultant, Sub-Contractors, or any other persons performing any of the work requested by the Owner/Client.
 - c. The Consultant shall not be held responsible for any delays to the project that is beyond their direct and immediate control.
- III. **PROVISIONS FOR TERMINATION OF THE AGREEMENT:**
 - a. This Agreement may be terminated by either party at any time upon the receipt of a fifteen (15) calendar day written notice to the other party to this Agreement. Should the Agreement be terminated by the Owner/Client, the Owner/Client shall provide all up-to-date compensation to the Consultant for all work performed within fifteen (15) calendar days from the date of the termination letter.
- IV. **MISCELLANEOUS PROVISIONS TO THE AGREEMENT:**
 - a. This Agreement is binding upon the parties identified in this Agreement and shall be binding upon their legal representatives, executors, heirs, or administrators.
 - b. Should the Agreement have any provisions found to be invalid or unenforceable, the remainder of the Agreement shall continue to be in effect, less the offending provisions.
 - c. The written Agreement shall constitute the binding requirements of the contract by both parties of the Agreement and shall not allow the introduction of any other oral and/or written agreements or understandings between the parties that are not properly identified in this Agreement.
 - d. If the equipment is to be installed in a new or modified hoistway or in an existing hoistway, enclosure or structure, there exists the possibility that certain unforeseen field conditions may be encountered that could result in re-design work and/or additional services being required by the Consultant. If this unforeseen condition should arise, then this extra work shall be considered beyond the initial and original Scope of Work of this project as previously outlined. Therefore, any additional work required and authorized by the Owner/Client, shall be invoiced periodically, as the work progresses, utilizing a time card basis based upon the noted Hourly Rate Schedule.
 - e. A Smart Elevator Solution, LLC reserves the right to obtain the services of an Associate or Associates to assist with any of the services or work that has been identified in this Agreement.
 - f. This Fee Proposal shall be valid for a total of sixty (60) calendar days from date of issuance.
 - g. This proposal covers the use of any A Smart Elevator Solution, LLC specifications, drawings and/or documents for the project that is identified in this Fee Proposal only. Any use of the specifications, drawings and documents provided to the Owner are prohibited from being copied and/or used by the Owner/Client for any other project or projects without express written permission and additional compensation provided to the Consultant.
- V. **Excluded:** Structural, electrical and mechanical engineering services are not part of this Agreement. We will provide preliminary loads for these items. Actual engineering for these items shall be by others and is not included in our fee proposal.

-
- VI. **Expenses:** Traveling expenses are included in our proposal fee. We estimate that we will perform 10 field visits throughout this project. ~~Our traveling expense per trip shall include hotel, airfare, parking, mileage, hotel, and other miscellaneous traveling expense and shall be billed at cost.~~
- VII. **Reproduction Costs:** We will email all our reports in PDF format as part of our base fee. If hardcopies of the report are needed we will charge for the reproduction costs. For the construction documents we will prepare PDF Electronic files and e-mail the documents to the bidders. Any bulk specification and/or document reproduction costs required for the project shall be billed as an extra at our cost.
- VIII. **Billing/Payment:** At the completion of the initial field review and submission of our report and/or contract documents we will invoice for the entire contract amount for said phase. During the Project Management phase we shall bill based work completed to date. All invoices shall be due within 30 days of invoice date. Invoices that are not paid within 60 days are subject to 1.5% interest per month or the highest legal amount permitted by state law, on the open balance. All legal and collection fees associated with collecting the fees shall be the responsibility of the Client/Owner.
- IX. **Scheduling:** As part of our work we will require to remove a (an) elevator from service. We will work with the building manager to schedule this during non-peak periods to ensure minimal disruption to the building operations. For the escalators we will require that the elevator service company have a mechanic on site to open and close the escalators and run the units so we can witness the operation and testing. The cost for the elevator service company's labor and expense is not included in our proposed fee.

CERTIFICATES OF INSURANCE

PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC#

INSURED
A Smart Elevator Solution
12647 W Dorado Place
Littleton, CO 80127

INSURER A: **Pinnacol Assurance**

41190

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP(Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below	4186256	09/19/2015	10/01/2016	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E.L EACH ACCIDENT \$100,000 E.L DISEASE - EA EMPLOYEE \$100,000 E.L DISEASE - POLICY LIMIT \$500,000
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

1642349
City of Blackhawk
PO Box 68
Black Hawk, CO 80422

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO NOTIFY 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO NOTIFY SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dalila Diaz
New Business Representative
CORPORATION 1988

ACORD

ACORD 25(2001/08)

CERTIFICATE HOLDER COPY

City of Blackhawk
PO Box 68
Black Hawk, CO 80422

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.