



REGULAR MEETING AGENDA

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

August 12, 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. PUBLIC COMMENT: *Please limit comments to 5 minutes*
6. APPROVAL OF MINUTES: July 22, 2015
7. PUBLIC HEARINGS:
 - A. CB17, A Bill for an Ordinance Rezoning Certain City-Owned Property to the Public Facilities (PF) District and the Commercial/Business Services (CBS) District
 - B. CB18, An Ordinance Approving an Intergovernmental Agreement Between the City of Black Hawk, Timberline Fire Protection District, City of Central, Gilpin County and Clear Creek County Regarding a Maintenance Agreement for a Command Vehicle
 - C. CB19, An Ordinance Approving a Mutual Aid Agreement Between the City of Black Hawk and the City of Golden
 - D. CB20, An Ordinance Appointing a Director to the Board of the Black Hawk Business Improvement District
 - E. Local Liquor License Authority Consideration of a New Tavern Liquor License for JE Tavern, Inc. dba JE Tavern, 240 Main Street
8. ACTION ITEMS:
 - F. Local Liquor Authority Consideration of the Certification of a Promotional Association and Common Consumption Area for The Lodge Association Inc.
 - G. Local Liquor Authority Consideration of the Certification of a Promotional Association and Common Consumption Area for AG Black Hawk Promotional Association I
 - H. Local Liquor Authority Consideration of a Request for a New Beer and Wine Liquor License for Chicago Dogs Eatery, Inc. and Monarch Black Hawk, Inc. at 444 Main Street and to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing
 - I. Resolution 57, A Resolution Approving the Agreement for 2015-2016 Holiday Decoration Maintenance and Installation Services with Alpine Artisan Studios in the Amount Not To Exceed \$115,439.00

9. CITY MANAGER REPORTS: Staff Report – Bull Durham Fee Waiver Request

10. CITY ATTORNEY:

11. EXECUTIVE SESSION:

12. 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.



**City of Black Hawk
City Council**

July 22, 2015

MEETING MINUTES

Water Utility Operator Sean Shirvan rang the bell.

1. **CALL TO ORDER:** The regular meeting of the City Council was called to order on Wednesday, July 22, 2015, at 3:00 p.m. by Mayor Spellman.

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

Absent: Aldermen Armbright and Torres.

Staff present: City Attorney Hoffmann, City Manager Lewis, Police Chief Cole, City Clerk/Administrative Services Director Greiner, Finance Director Hillis, Public Works Director Isbester, Senior Civil Engineer Reed, Water Department Superintendent Fredericks, Water Utility Operator Shirvan, 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. **INTRODUCTION OF NEW EMPLOYEE:** Sean Shirvan, Water Utility Operator I

Water Department Superintendent Fredericks introduced new Water Utility Operator I Sean Shirvan who is now working at the Hidden Valley Plant.

6. PUBLIC COMMENTS: Deputy City Clerk Martin stated that Bill Berg had signed up to speak.

Bill Berg, 220 Chase Street, wanted to thank City Council and staff for the wonderful job they do. He said he has a vested interest in the City as a resident and home owner and really appreciates all that Council does for their residents, including the 4th of July fireworks. He ended by thanking Council for making his home a home.

Alderman Torres arrived after roll call and took his seat at the dais.

7. APPROVAL OF
MINUTES

July 8, 2015.

**MOTION TO
APPROVE**

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve the Minutes as presented.

MOTION PASSED

There was no discussion and the motion passed unanimously.

8. PUBLIC HEARINGS:

None

9. ACTION ITEMS:

A. Resolution 53, A Resolution Amending the 2015 City of Black Hawk Fee Schedule to Add Fees for Solicitors pursuant to Article XIII of Chapter 6 of the Black Hawk Municipal Code

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained that this resolution was a follow up from Ordinance 2015-16, which was approved by Council on July 8. The fees were to be set by a separate Resolution.

**MOTION TO
APPROVE**

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Moates to approve Resolution 53, A Resolution Amending the 2015

City of Black Hawk Fee Schedule to Add Fees for Solicitors pursuant to Article XIII of Chapter 6 of the Black Hawk Municipal Code.

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

B. Resolution 54, A Resolution Approving the License Agreement Between the City of Black Hawk and Affinity Gaming Black Hawk, LLC

Mayor Spellman read the title.

City Clerk/Administrative Services Director Greiner explained that this License Agreement gives permission for the Mardi Gras to use the street for a special event taking place this Saturday, July 25, as well as Saturday, August 22.

MOTION TO APPROVE

Alderman Moates **MOVED** and was **SECONDED** by Alderman Midcap to approve Resolution 54, A Resolution Approving the License Agreement Between the City of Black Hawk and Affinity Gaming Black Hawk, LLC.

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

C. Resolution 55, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and Beacon Integrated Technologies as Lessee

Mayor Spellman read the title.

Finance Director Hillis confirmed that Beacon Integrated Technologies has agreed to lease the upper unit above the old Credit Union space at 137B Clear Creek Street for a standard three year lease.

MOTION TO APPROVE

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to approve Resolution 55, A Resolution Approving the Agreement of Lease Between the City of Black Hawk as Lessor and Beacon Integrated Technologies as Lessee.

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

D. Resolution 56, A Resolution Awarding the Bid for the Design of the Police Department Annex and Emergency Operations Center to Roche Constructors, Inc. in an Amount Not to Exceed \$64,000.00, Plus Reimbursable Expenses

Mayor Spellman read the title.

Senior Civil Engineer Reed, explained this was the City's first Design-Build proposal, and 12 bids were received. He said three firms stood out, yet Roche Constructors seemed to be the best fit and the least expensive. Reed said this was the design-only portion, and he anticipates coming back before Council with a construction contract later this year. City Attorney Hoffmann pointed out that the construction contract would be a Guaranteed Maximum Price Contract (GMP).

Alderman Midcap asked why a design-build at this time and Reed responded that this is the direction the industry is moving in and it is a way to manage costs a little better. Hoffmann added that there are still elements of risk, but the size and scope of this project offers less of a risk and this would be the perfect first project to initiate this type of system.

MOTION TO APPROVE

Alderman Johnson **MOVED** and was **SECONDED** by Alderman Torres to approve Resolution 56, A Resolution Awarding the Bid for the Design of the Police Department Annex and Emergency Operations Center to Roche Constructors, Inc. in an Amount Not to Exceed \$64,000.00, Plus Reimbursable Expenses.

MOTION PASSED

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

10. CITY MANAGER REPORTS:

City Manager Lewis had nothing to report.

11. CITY ATTORNEY:

City Attorney Hoffmann had nothing to report.

12. EXECUTIVE SESSION: City Attorney Hoffmann recommended item number 2 for Executive Session, in regards to pending legislation and property issues

MOTION TO ADJOURN INTO EXECUTIVE SESSION

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn into Executive Session at 3:15 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).

MOTION PASSED

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

MOTION TO ADJOURN

Alderman Bennett **MOVED** and was **SECONDED** by Alderman Johnson to adjourn the Executive Session at 4:10 p.m.

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

13. ADJOURNMENT: Mayor Spellman declared the Regular Meeting of the City Council closed at 4:10 p.m.

Melissa A. Greiner
City Clerk

David D. Spellman
Mayor

DRAFT

COUNCIL BILL 17

ORDINANCE 2015-17

**A BILL FOR AN ORDINANCE
REZONING CERTAIN CITY-
OWNED PROPERTY TO THE
PUBLIC FACILITIES (PF)
DISTRICT AND THE
COMMERCIAL/BUSINESS
SERVICES (CBS) DISTRICT**

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: 17

ORDINANCE NUMBER: 2015-17

TITLE: A BILL FOR AN ORDINANCE REZONING CERTAIN CITY-OWNED PROPERTY TO THE PUBLIC FACILITIES (PF) DISTRICT AND THE COMMERCIAL/BUSINESS SERVICES (CBS) DISTRICT

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

Section 1. Findings of Fact.

- A. Application has been made by the City of Black Hawk as the property owner to rezone certain property as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, to be within the Public Facilities (PF) District, and to rezone certain other property as more particularly described in **Exhibit B**, attached hereto and incorporated herein by this reference, to be within the Commercial/Business Services (CBS) District.
- B. Public notice has been given of such rezoning by one publication in a newspaper of general circulation within the City and the official newspaper of the City at least fifteen (15) days before the public hearing of such amendment.
- C. Notice of such proposed hearing was posted on the properties for fifteen (15) consecutive days prior to said hearing.
- D. A need exists for rezoning the properties pursuant to Section 16-121 of the City of Black Hawk Zoning Ordinance to the extent provided herein.

Section 2. The City-owned property as more particularly described in **Exhibit A** is hereby rezoned to Public Facilities (PF) District.

Section 3. The City-owned property as more particularly described in **Exhibit B** is hereby rezoned to Commercial/Business Services (CBS) District.

Section 4. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning changes.

Section 5. Safety Clause. The City Council 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 City Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 6. 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 7. 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 12th day of August, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Black Hawk Board of Alderman shall hold a public hearing concerning the rezoning of land to the Public Facilities (PF) or the Commercial/Business Services (CBS) zone districts, depending on which property is being addressed in this case, pursuant to the City of Black Hawk zoning ordinance. The five properties are described in Exhibit A below and are generally located at 987 Miners Mesa Road (Public Works Building), 196 Clear Creek Street (Black Hawk Fire Dept.), on property southeast of the intersection of Clear Creek Street and Marchant Street (Mountain Life Park), on property located on the north side of the Avenue of the All Stars (City Water Tank Site), and on property located approximately 300 feet southeast of the intersection of Clear Creek Street and Marchant Street (Clear Creek Commons Commercial Buildings).

The public hearing is to be held before the City of Black Hawk Board of Aldermen on Wednesday, August 12, 2015 at 3:00 p.m. or as soon as possible thereafter. The public hearing shall be held in the City of Black Hawk City Hall or at such other time or place in the event these hearings are adjourned.

ALL INTERESTED PARTIES
MAY ATTEND

Melissa A. Greiner,
City Clerk

Exhibit A

That land more accurately described in the legal descriptions and maps available for viewing at the City of Black Hawk City Clerk's office at 201 Selak Street.

NOTICE OF PUBLIC HEARING
TO BE ON DISPLAY IN THE CITY CLERK'S OFFICE

Notice is hereby given that the City of Black Hawk Board of Alderman shall hold a public hearing concerning the rezoning of land to the Public Facilities (PF) or the Commercial/Business Services (CBS) zone districts, depending on which property is being addressed in this case, pursuant to the City of Black Hawk zoning ordinance. The five properties are described in Exhibit A below and are generally located at 987 Miners Mesa Road (Public Works Building), 196 Clear Creek Street (Black Hawk Fire Dept.), on property southeast of the intersection of Clear Creek Street and Marchant Street (Mountain Life Park), on property located on the north side of the Avenue of the All Stars (City Water Tank Site), and on property located approximately 300 feet southeast of the intersection of Clear Creek Street and Marchant Street (Clear Creek Commons Commercial Buildings).

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ALL INTERESTED PARTIES
MAY ATTEND

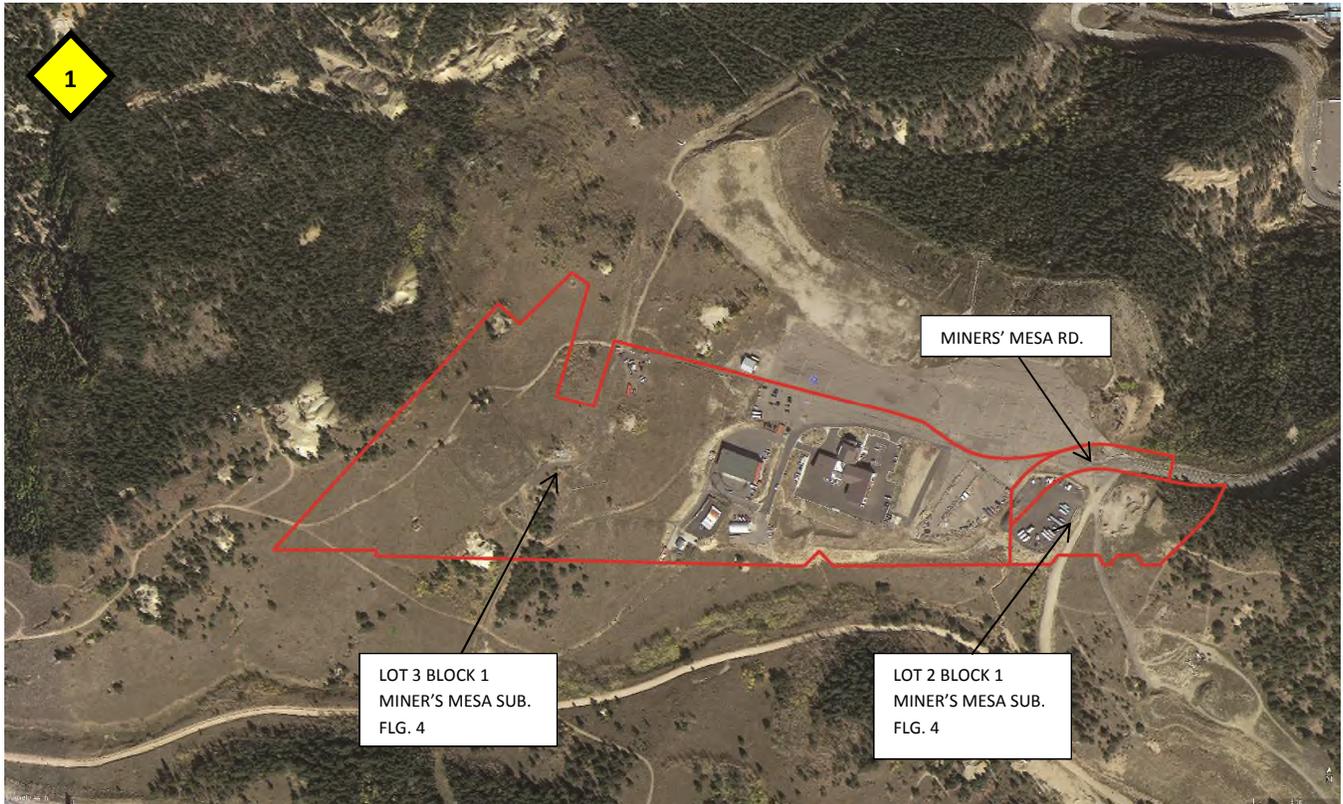
Melissa A. Greiner
City Clerk

Exhibit A: Properties to be rezoned.

That land more accurately described in the legal descriptions and maps available for viewing at the City of Black Hawk City Clerk's office at 201 Selak Street.

Properties to be rezoned to *Public Facilities (PF)*:

LOTS 2&3, BLOCK 1, MINERS MESA SUBDIVISION FILING NO.4, RECORDED AT RECEPTION NO. 147815 OF THE GILPIN COUNTY RECORDS.



PROPERTY BOUNDARIES DEPICTED ARE APPROXIMATE. THE ZONING MAP WILL BE AMENDED BASED OFF OF ACCURATE PROPERTY SURVEYS. THE SUBJECT PROPERTY WILL BE REZONED TO THE **PUBLIC FACILITIES** ZONE DISTRICT.

A PORTION OF MILLSITE 16, LOCATED WITHIN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND SOUTH OF THE HIGHWAY 119 RIGHT-OF-WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.



PROPERTY BOUNDARIES DEPICTED ARE APPROXIMATE. THE ZONING MAP WILL BE AMENDED BASED OFF OF ACCURATE PROPERTY SURVEYS. THE SUBJECT PROPERTY WILL BE REZONED TO THE **PUBLIC FACILITIES** ZONE DISTRICT.

A PORTION OF MILL SITE 20, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 7,
TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDAN.



PROPERTY BOUNDARIES DEPICTED ARE APPROXIMATE. THE ZONING MAP WILL BE AMENDED BASED OFF OF ACCURATE PROPERTY SURVEYS. THE SUBJECT PROPERTY WILL BE REZONED TO THE **PUBLIC FACILITIES** ZONE DISTRICT.

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

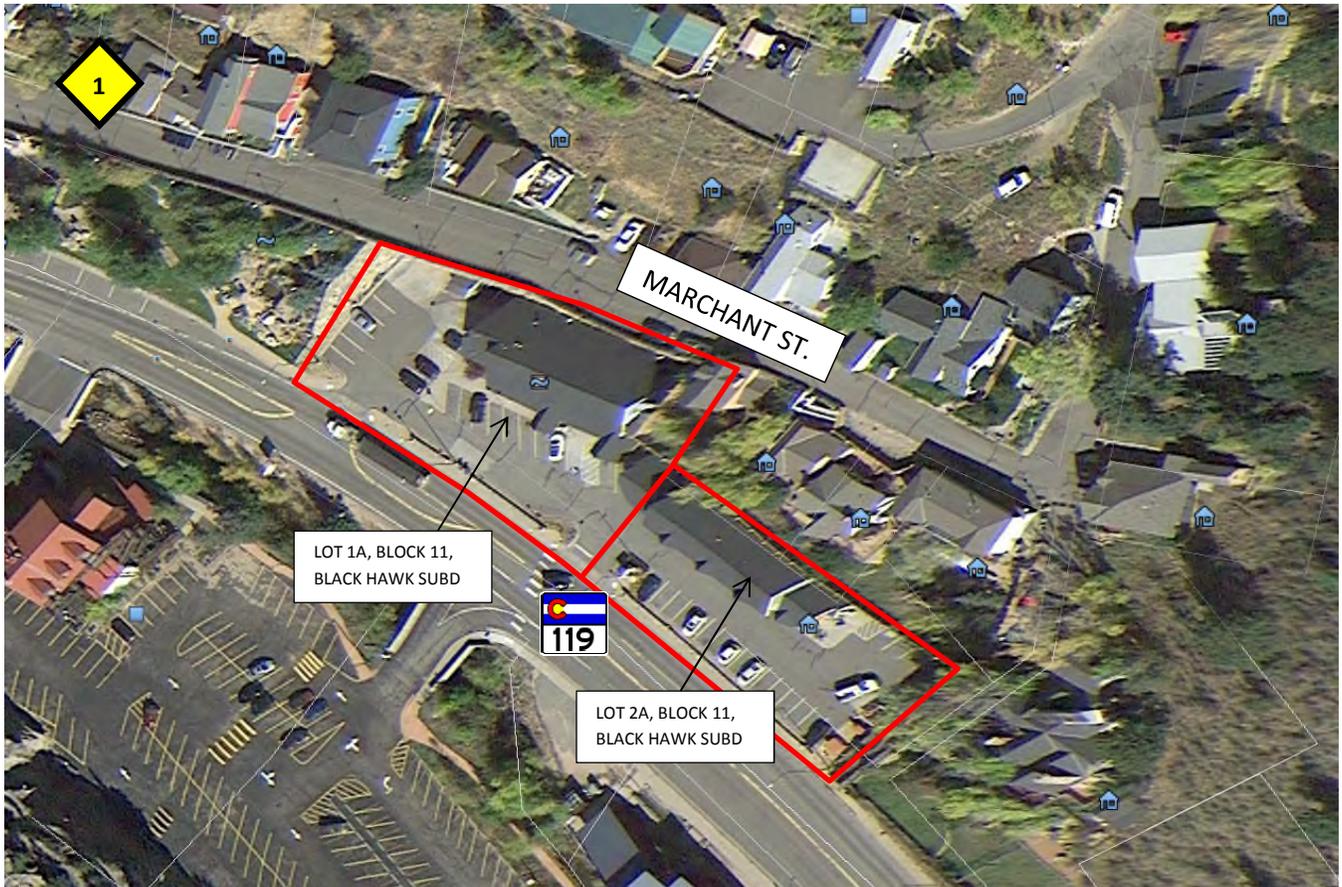
COMMENCING AT THE CENTER OF SAID SECTION 7, BEING A FOUND IN PLACE 3-1/4" DIAMETER ALUMINUM CAP, MARKED, DEPT. OF THE INTERIOR BUR. OF LAND MANAGEMENT 1979, WHENCE THE EAST QUARTER CORNER OF SAID SECTION, BEING A FOUND IN PLACE 1-1/2" DIAMETER ALUMINUM CAP, MARKED, LS 865 IS ASSUMED TO BEAR N 86°49'37" E, 2666.24 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S 59°06'15" E, 1077.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 38°54'52" E, 170.00 FEET; THENCE S 85°34'06" E, 157.00 FEET; THENCE S 22°29'34" E, 300.00 FEET; THENCE S 70°14'05" W, 35.00 FEET; THENCE S 75°06'04" W, 50.00 FEET; THENCE S 83°40'21" W, 95.00 FEET; THENCE S 88°44'40" W, 95.00 FEET; THENCE N 55°27'53" W, 35.57 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 54.76 FEET, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 25°06'08" AND WHICH CHORD BEARS N 35°31'04" W, 54.33 FEET; THENCE N 19°43'24" W, 137.99 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.02 ACRES MORE OR LESS.



PROPERTY BOUNDARIES DEPICTED ARE APPROXIMATE. THE ZONING MAP WILL BE AMENDED BASED OFF OF ACCURATE PROPERTY SURVEYS. THE SUBJECT PROPERTY WILL BE REZONED TO THE **PUBLIC FACILITIES** ZONE DISTRICT.

Properties to be rezoned to *Commercial/Business Services (CBS)*:

LOT 1A & LOT 2A, BLOCK 11, AMENDMENT NO. 1 RECORDED AT RECEPTION NO. 133649 OF THE GILPIN COUNTY RECORDS.



PROPERTY BOUNDARIES DEPICTED ARE APPROXIMATE. THE ZONING MAP WILL BE AMENDED BASED OFF OF ACCURATE PROPERTY SURVEYS. THE SUBJECT PROPERTY WILL BE REZONED TO THE **COMMERCIAL / BUSINESS SERVICES** ZONE DISTRICT.

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT:

Rezoning of City-Owned Properties to Public Facilities (PF) and Commercial Business Services (CBS) Zone Districts.

RECOMMENDATION:

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

MOTION TO APPROVE Council Bill 17, Ordinance No. 2015-17, an ordinance rezoning City of Black Hawk-owned property into the Public Facilities (PF) zone district and into the Commercial Business Services (CBS) zone district, as more fully described in the ordinance.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City of Black Hawk is the owner of properties located along Miners Mesa Road, Avenue of the All Stars, Highway 119, and Marchant Street. The City, as owner, has made an application to rezone these various properties into either Public Facilities (PF) or the Commercial Business Services District.

AGENDA DATE: August 12, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Cynthia Linker, CP&D and Vincent Harris, Baseline Corporation

DOCUMENTS ATTACHED: Council Bill 17- Ordinance No.2015-17, Notice for Posting City Clerk's Office, Notice for Paper, Staff Report, Exhibit A, and Exhibit B

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:


7/23/2015
Vince Harris, Baseline Corporation


8/6/2015
Jack D. Lewis, City Manager

Staff Report



STAFF REPORT: **Rezoning of City-Owned Properties to PF and C/BS Zone Districts**
For: City Council
Project: Rezoning of City-Owned Properties on Miners Mesa Road, Marchant Street, Highway 119, and Avenue of the Allstars
Property Address: Various
Applicants: City of Black Hawk
Zoning: Hillside Development (HD), Millsite Gaming (MG), Transitional Gaming (TG), Environmental Character Preservation (ECP)
Prepared by: Cory Miller, Baseline Corporation
Approved by: Vincent Harris, Baseline Corporation  
Reviewed by: Cynthia Linker, CP&D

BACKGROUND:

The City of Black Hawk proposes an ordinance to rezone five (5) city-owned properties located in the City of Black Hawk. The properties are located along Miners Mesa Road, Marchant Street, Highway 119, and Avenue of the Allstars in the City of Black Hawk. As owner of these properties, the City has applied to rezone the subject parcels to either the Public Facilities (**PF**) District or the Commercial/Business Services (**CBS**) District, as specified below.

Rezoning these properties to the **PF** or **CBS** districts will apply designations that are more in line with each of the properties current uses. Please see the attached Exhibit A and Exhibit B for maps containing a visual depiction of the properties proposed to be rezoned. Below are the legal descriptions that correspond with each property proposed for rezoning.

Upon approval of the proposed ordinance the official City of Black Hawk Zoning Map will be amended to reflect the new district designations for each of these properties.

Properties being rezoned to PF: (numbers correspond to maps provided in Exhibit A)

1. LOTS 2 & 3, BLOCK 1 MINERS' MESA SUBDIVISION FILING NO. 4 RECORDED AT RECEPTION NO. 147815 OF THE GILPIN COUNTY RECORDS.

Existing zoning: **Hillside Development**. This property is located at the existing termination of Miners Mesa Road. The lots contain facilities utilized by the City of Black Hawk Public Works Department.

2. A PORTION OF MILLSITE 16, LOCATED WITHIN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND SOUTH OF THE HIGHWAY 119 RIGHT-OF-WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.

Existing zoning: **Millsite Gaming**. These properties are located along Highway 119 and contain the City of Black Hawk Fire Department.

3. A PORTION OF MILL SITE 20, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

Existing zoning: **Transitional Gaming**. This property is located near the intersection of Highway 119 and Clear Creek Street. The parcel is the existing location of Mountain Life Park.

4. A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 7, BEING A FOUND IN PLACE 3-1/4" DIAMETER ALUMINUM CAP, MARKED, DEPT. OF THE INTERIOR BUR. OF LAND MANAGEMENT 1979, WHENCE THE EAST QUARTER CORNER OF SAID SECTION, BEING A FOUND IN PLACE 1-1/2" DIAMETER ALUMINUM CAP, MARKED, LS 865 IS ASSUMED TO BEAR N 86°49'37" E, 2666.24 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S 59°06'15" E, 1077.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 38°54'52" E, 170.00 FEET; THENCE S 85°34'06" E, 157.00 FEET; THENCE S 22°29'34" E, 300.00 FEET; THENCE S 70°14'05" W, 35.00 FEET; THENCE S 75°06'04" W, 50.00 FEET; THENCE S 83°40'21" W, 95.00 FEET; THENCE S 88°44'40" W, 95.00 FEET; THENCE N 55°27'53" W, 35.57 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 54.76 FEET, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 25°06'08" AND WHICH CHORD BEARS N 35°31'04" W, 54.33 FEET; THENCE N 19°43'24" W, 137.99 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.02 ACRES MORE OR LESS.

Existing zoning: **Commercial/Business Services**. This property is located off of Avenue of the Allstars. The parcel is currently used by the City of Black Hawk as a water storage facility.

Properties being rezoned to C/BS: (numbers correspond to map on Exhibit B)

1. LOT 1A, BLOCK 11, LOT 2A, BLOCK 11, CITY OF BLACK HAWK, AMENDMENT NO. 1 RECORDED AT RECEPTION NO. 133649 OF THE GILPIN COUNTY RECORDS.

Existing zoning: **Transitional Gaming**. This property is located off of Highway 119, with addresses of 135 and 145 Clear Creek Street. The parcels are currently used for commercial business vendors and are the current location for the Mountain Mocha coffee shop, BH-CC Sanitation District, and the United States Post Office.

Per the recommendation and discussion with City Staff, it is recommended that the properties be rezoned into the Public Facilities (**PF**) district and Commercial Business District (**CBS**) district, as listed

above. The PF zone district is for land that is owned by the City for public purposes and uses. The CBS zone district is for properties that contain retail sales, services and entertainment facilities.

APPLICABLE CITY OF BLACK HAWK REGULATIONS:

Excerpts from:

*City of Black Hawk
Municipal Code
Chapter 16 - Zoning*

Sec. 16-365. Rezoning procedures, amendments to zoning ordinance and special review use permits.

Sec. 16-365 (d) Who may apply.

(1) A request for an amendment to this Chapter, Zoning Map or special review use permit may be presented to the Board of Aldermen by persons owning real property within the City or residents of the City;

(2) Owners or residents requesting the addition of a land use into a zoning district in which it is not enumerated in this Chapter or persons appealing a determination of the Planning Director regarding the classification of a use, or pursuing a classification for which the determination of the Planning Director has been appealed, may apply to the Board of Aldermen for consideration of the proposed amendments to the zoning district; or

(3) An amendment to this Chapter or a rezoning may be initiated by the Board of Aldermen. Any owner or resident may suggest to the Board of Aldermen that an amendment be given consideration.

Sec. 16-365 (e)(5) Basis for approval. The Board of Aldermen shall give consideration to and satisfy themselves of the criteria set forth below on land use applications identified in Section 16-361 except subdivisions:

- a. That a need exists for the proposal;*
- b. That the proposal is in conformance with the goals and objectives of the Comprehensive Plan;*
- c. That there has been an error in the original zoning; or*
- d. That there have been significant changes in the area to warrant a zone change;*
- e. That adequate circulation exists in the area of the proposal and traffic movement would not be significantly impeded by the development resulting from the proposal; and*
- f. That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.*

Division 1

Commercial/Business Services District (C/BS)

Sec. 16-91. District characteristics.

C/BS zoning districts shall be established in those areas which are highly visible from major roadways and have easy and safe access.

Sec. 16-92. Purpose

The purpose of the C/BS zoning district is to encourage a broad range of commercial services for visitors and residents, which are conveniently accessible by automobile, and which are designed to complement each other in character, scale and proximity.

Sec. 16-93. Objectives

The objectives of the C/BS zone district are to:

- (1) Accommodate retail sales, services and entertainment facilities which are oriented to serving a majority of the needs of residents and visitors and which generate substantial volumes of traffic.*
- (2) Encourage well planned, attractive clusters or groupings of development that complement existing historic features.*
- (3) Encourage a mix of complementary commercial uses that share ingress and egress and clustered on-site parking, and that are linked by attractive pedestrian corridors and plazas.*

Division 8

Public Facilities District (PF)

Sec. 16-125. Purpose and objectives.

- (a) Purpose. The purpose of the PF zoning district is to accommodate and allow for areas owned by, dedicated to, purchased, or acquired by public or quasi-public entities such as the City or any special district or governmental authority which are not compatible with the purpose and objectives of the HARD or HAP Districts*

- (b) Objectives. The objectives of the PF zoning district are to allow for such uses that are dedicated to serving the public, and to minimize the adverse impacts and adjacent uses and the community.*

STAFF COMMENTS:

Staff believes that the appropriate zone districts for the properties described above are the PF and CBS zone districts.

City Council may approve a proposal to rezone according to Sec. 16-365(e)(5) of the Municipal Code. *Sec. 16-365 (e)(5) Basis for approval. The Board of Aldermen shall give consideration to and satisfy themselves of the criteria set forth below on rezoning applications identified in Section 16-361 except subdivisions:*

- a. That a need exists for the proposal;*
Staff believes a need exists for the rezoning in order to implement the zoning code and comprehensive plan and appropriately zone properties within the City of Black Hawk according to their current or planned uses and new zone districts added to the Zoning Ordinance.
- b. That the proposal is in conformance with the goals and objectives of the Comprehensive Plan;*
The proposal for rezoning conforms with the Comprehensive Plan.
- c. That there has been an error in the original zoning; or*
Not applicable.
- d. That there have been significant changes in the area to warrant a zone change;*
The character of these properties does not warrant the existing zoning district designations of Millsite Gaming, Commercial/Business Services, Transitional Gaming, and Hillside Development, as the case may be.
- e. That adequate circulation exists in the area of the proposal and traffic movement would not be significantly impeded by the development resulting from the proposal; and*
There exists adequate circulation in the area to support the rezoning.

- f. *That any additional cost for municipal-related services resulting from the proposal will not be incurred by the City.*
There will be no change in municipal-related services.

Staff recommends that City Council pass an ordinance rezoning four (4) City of Black Hawk-owned properties into the Public Facilities (PF) zone district, as more fully described in the ordinance.

Staff also recommends that City Council pass an ordinance rezoning one (1) City of Black Hawk-owned property into the Commercial Business Services (CBS) zone district, as more fully described in the ordinance.

FINDINGS:

City Council may *approve, conditionally approve, or deny* a request to zone land in the City of Black Hawk. To support this proposal, the following finding can be used:

1. The City of Black Hawk is the owner of properties along Miners Mesa Road, Marchant Street, Highway 119, and Avenue of the Allstars.
2. A need exists to rezone the City of Black Hawk-owned properties into the PF and CBS districts.
3. The proposal to rezone is in conformance with the Comprehensive Plan.

RECOMMENDATION:

MOTION TO APPROVE Council Bill 17 - Ordinance No. 2015-17, an ordinance rezoning City of Black Hawk-owned property into the Public Facilities (PF) zone district and into the Commercial Business Services (C/BS) zone district, as more fully described in the ordinance.

ATTACHMENTS:

- Public Notice posted at City Clerk's office
- Public Notice for Weekly Register Call
- Exhibit A
- Exhibit B

Exhibit A

Properties to be rezoned to *Public Facilities (PF)*:

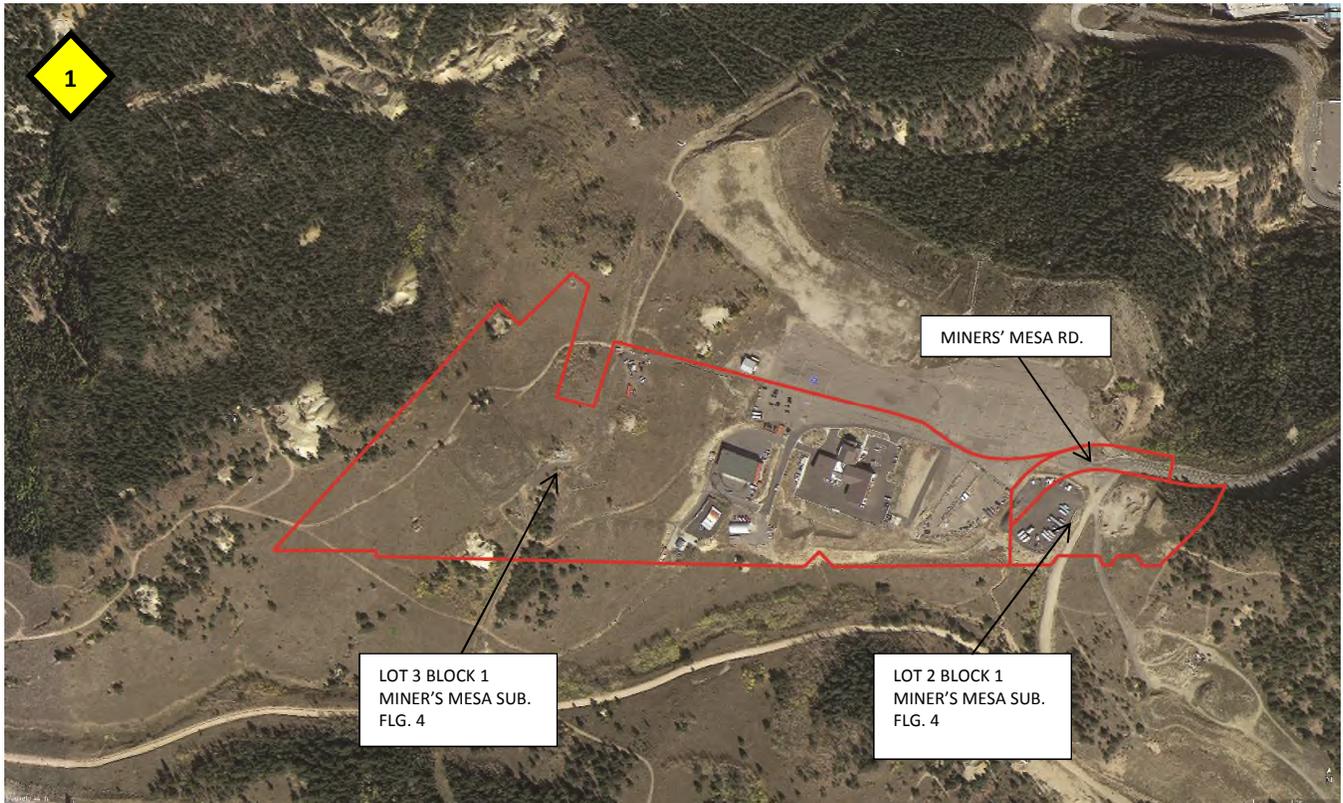
- 1) LOTS 2&3, BLOCK 1, MINERS MESA SUBDIVISION FILING NO.4, RECORDED AT RECEPTION NO. 147815 OF THE GILPIN COUNTY RECORDS.
- 2) A PORTION OF MILL SITE 20, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND SOUTH OF THE HIGHWAY 119 RIGHT-OF-WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.
- 3) A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 7, BEING A FOUND IN PLACE 3-1/4" DIAMETER ALUMINUM CAP, MARKED, DEPT. OF THE INTERIOR BUR. OF LAND MANAGEMENT 1979, WHENCE THE EAST QUARTER CORNER OF SAID SECTION, BEING A FOUND IN PLACE 1-1/2" DIAMETER ALUMINUM CAP, MARKED, LS 865 IS ASSUMED TO BEAR N 86°49'37" E, 2666.24 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S 59°06'15" E, 1077.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 38°54'52" E, 170.00 FEET; THENCE S 85°34'06" E, 157.00 FEET; THENCE S 22°29'34" E, 300.00 FEET; THENCE S 70°14'05" W, 35.00 FEET; THENCE S 75°06'04" W, 50.00 FEET; THENCE S 83°40'21" W, 95.00 FEET; THENCE S 88°44'40" W, 95.00 FEET; THENCE N 55°27'53" W, 35.57 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 54.76 FEET, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 25°06'08" AND WHICH CHORD BEARS N 35°31'04" W, 54.33 FEET; THENCE N 19°43'24" W, 137.99 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.02 ACRES MORE OR LESS.

Exhibit A

Properties to be rezoned to *Public Facilities (PF)*:

LOTS 2&3, BLOCK 1, MINERS MESA SUBDIVISION FILING NO.4, RECORDED AT RECEPTION NO. 147815 OF THE GILPIN COUNTY RECORDS.



PROPERTY BOUNDARIES DEPICTED ARE APPROXIMATE. THE ZONING MAP WILL BE AMENDED BASED OFF OF ACCURATE PROPERTY SURVEYS. THE SUBJECT PROPERTY WILL BE REZONED TO THE **PUBLIC FACILITIES** ZONE DISTRICT.

A PORTION OF MILLSITE 16, LOCATED WITHIN SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND SOUTH OF THE HIGHWAY 119 RIGHT-OF-WAY, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO.



PROPERTY BOUNDARIES DEPICTED ARE APPROXIMATE. THE ZONING MAP WILL BE AMENDED BASED OFF OF ACCURATE PROPERTY SURVEYS. THE SUBJECT PROPERTY WILL BE REZONED TO THE **PUBLIC FACILITIES** ZONE DISTRICT.

A PORTION OF MILL SITE 20, LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 7,
TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN.



PROPERTY BOUNDARIES DEPICTED ARE APPROXIMATE. THE ZONING MAP WILL BE AMENDED BASED OFF OF ACCURATE
PROPERTY SURVEYS. THE SUBJECT PROPERTY WILL BE REZONED TO THE **PUBLIC FACILITIES** ZONE DISTRICT.

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 72 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF BLACK HAWK, COUNTY OF GILPIN, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 7, BEING A FOUND IN PLACE 3-1/4" DIAMETER ALUMINUM CAP, MARKED, DEPT. OF THE INTERIOR BUR. OF LAND MANAGEMENT 1979, WHENCE THE EAST QUARTER CORNER OF SAID SECTION, BEING A FOUND IN PLACE 1-1/2" DIAMETER ALUMINUM CAP, MARKED, LS 865 IS ASSUMED TO BEAR N 86°49'37" E, 2666.24 FEET WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO, THENCE S 59°06'15" E, 1077.77 FEET TO THE TRUE POINT OF BEGINNING; THENCE N 38°54'52" E, 170.00 FEET; THENCE S 85°34'06" E, 157.00 FEET; THENCE S 22°29'34" E, 300.00 FEET; THENCE S 70°14'05" W, 35.00 FEET; THENCE S 75°06'04" W, 50.00 FEET; THENCE S 83°40'21" W, 95.00 FEET; THENCE S 88°44'40" W, 95.00 FEET; THENCE N 55°27'53" W, 35.57 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 54.76 FEET, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 25°06'08" AND WHICH CHORD BEARS N 35°31'04" W, 54.33 FEET; THENCE N 19°43'24" W, 137.99 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.02 ACRES MORE OR LESS.



PROPERTY BOUNDARIES DEPICTED ARE APPROXIMATE. THE ZONING MAP WILL BE AMENDED BASED OFF OF ACCURATE PROPERTY SURVEYS. THE SUBJECT PROPERTY WILL BE REZONED TO THE **PUBLIC FACILITIES** ZONE DISTRICT.

Exhibit B

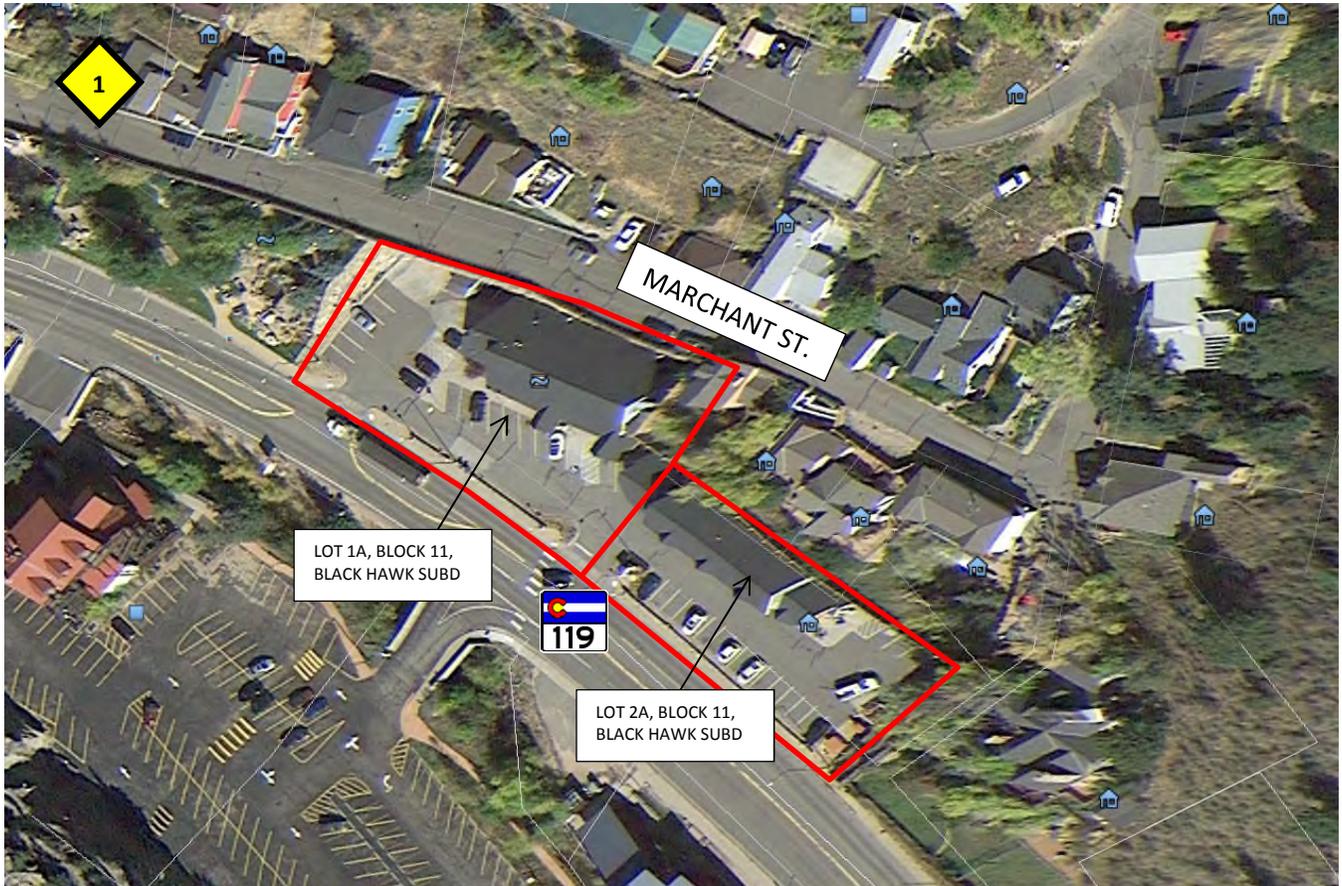
Properties to be rezoned to *Commercial/Business Services (CBS)*:

- 1) LOT 1A & LOT 2A, BLOCK 11, AMENDMENT NO. 1 RECORDED AT RECEPTION NO. 133649 OF THE GILPIN COUNTY RECORDS.

Exhibit B

Properties to be rezoned to *Commercial/Business Services (CBS)*:

LOT 1A & LOT 2A, BLOCK 11, AMENDMENT NO. 1 RECORDED AT RECEPTION NO. 133649 OF THE GILPIN COUNTY RECORDS.



PROPERTY BOUNDARIES DEPICTED ARE APPROXIMATE. THE ZONING MAP WILL BE AMENDED BASED OFF OF ACCURATE PROPERTY SURVEYS. THE SUBJECT PROPERTY WILL BE REZONED TO THE **COMMERCIAL / BUSINESS SERVICES** ZONE DISTRICT.

COUNCIL BILL 18

ORDINANCE 2015-18

**AN ORDINANCE APPROVING
AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE
CITY OF BLACK HAWK,
TIMBERLINE FIRE
PROTECTION DISTRICT, CITY
OF CENTRAL, GILPIN
COUNTY AND CLEAR CREEK
COUNTY REGARDING A
MAINTENANCE AGREEMENT
FOR A COMMAND VEHICLE**

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB18

ORDINANCE NUMBER: 2015-18

TITLE: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BLACK HAWK, TIMBERLINE FIRE PROTECTION DISTRICT, CITY OF CENTRAL, GILPIN COUNTY AND CLEAR CREEK COUNTY REGARDING A MAINTENANCE AGREEMENT FOR A COMMAND VEHICLE

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

Section 1. The City of Black Hawk hereby approves the Intergovernmental Agreement between the City of Black Hawk, Timberline Fire Protection District, City of Central, Gilpin County, and Clear Creek County Regarding a Maintenance Agreement for a Command Vehicle as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

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 12th day of August, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: An Ordinance approving an Intergovernmental Agreement between the City of Black Hawk, Timberline Fire Protection District, City of Central, Gilpin County and Clear Creek County regarding a maintenance agreement for a Command Vehicle.

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

MOTION TO APPROVE Council Bill 18, an Ordinance approving an Intergovernmental Agreement between the City of Black Hawk, Timberline Fire Protection District, City of Central, Gilpin County and Clear Creek County regarding a maintenance agreement for a Command Vehicle.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: In 2013 the North Central All Hazards Region (NCR) funded a Command Vehicle for the City of Black Hawk to be used as a resource for local first responders during emergencies. Law enforcement and fire agencies from the City of Black Hawk, Gilpin County, Clear Creek County, Central City and the Timberline Fire Protection District collaborated to design a vehicle to specifically meet the needs of first responders working in mountainous terrain. The vehicle will be owned by the City of Black Hawk and stored in a Timberline Fire District building or other suitable facility. The vehicle will support major events such as fires, major incidents and emergency situations involving multiple agencies. The IGA creates a maintenance agreement for the Command Vehicle thereby reducing maintenance cost to each participating entity.

AGENDA DATE: August 12, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: Police Department Budget

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Chief Stephen Cole

DOCUMENTS ATTACHED: Intergovernmental Agreement

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY: **REVIEWED BY:**



Stephen Cole, Chief of Police



Jack D. Lewis, City Manager

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
BLACK HAWK, TIMBERLINE FIRE PROTECTION DISTRICT, CITY OF CENTRAL,
GILPIN COUNTY AND CLEAR CREEK COUNTY REGARDING A MAINTENANCE AGREEMENT
FOR A COMMAND VEHICLE

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") is made and entered into this ____ day of _____, 2015, by and between the CITY OF BLACK HAWK, COLORADO, a Colorado home rule municipality ("Black Hawk"), TIMBERLINE FIRE PROTECTION DISTRICT, a fire protection district pursuant to Title 32 of the Colorado Revised Statutes ("District"), the CITY OF CENTRAL, COLORADO, a Colorado home rule municipality, ("Central City"), GILPIN COUNTY, a separate governmental entity pursuant to Section 18(1) of Article XIV, Constitution of the State of Colorado ("Gilpin County"), and CLEAR CREEK COUNTY, a separate governmental entity pursuant to Section 18(1) of Article XIV, Constitution of the State of Colorado ("Clear Creek County") collectively, the Members.

WHEREAS, C.R.S. § 29-1-203 authorizes governmental entities to enter into mutual aid agreements and to cooperate or contract with one another to provide any function or service that each is lawfully authorized to provide; and

WHEREAS, each of the Members is a governmental entity to which §29-1-203 applies, and each is authorized to own, operate and maintain emergency services vehicles such as the Command Vehicle identified below; and

WHEREAS, the Members have determined that it is in the best interests of each, and of the residents and property owners within the jurisdictions of each, to jointly maintain a Command Vehicle described as follows:

2015 Ford Command Vehicle Identification Number #3FRWF7FN6FV720345

("Command Vehicle"); and

WHEREAS, the Colorado Homeland Security Grant Program provided grant funding to the North Central All-Hazards Management Region for the benefit of the Members to improve their emergency response capabilities. Funding was provided to the City of Black Hawk to purchase the Command Vehicle to provide support functions for first responders within the region during an emergency. The Members hereto have jointly participated in the design of a command vehicle for the benefit of the Members. The Command Vehicle is designed to function in mountainous terrain under adverse weather conditions; and

WHEREAS, the Members have an opportunity to collaborate on a maintenance program to sustain the grant-funded Command Vehicle to ensure its viability in the future. The Members now enter into an agreement to sustain the grant funded vehicle by collaboratively funding a maintenance program. It is beneficial for the Members to collectively fund a maintenance program ensuring operational effectiveness

for the future. It is also desirable to establish guidelines for operating the vehicle and the procedures for approving acceptable expenses.

THEREFORE, in consideration of their mutual promises the undersigned agree as follows:

1. The Members consist of Gilpin County, Clear Creek County, City of Black Hawk, City of Central and the Timberline Fire Protection District. The Members have equal representation and voting rights.
2. This Agreement represents a cooperative effort of the Members and does not create a separate legal entity.
3. This Agreement shall commence on the date of its execution by all Members. This Agreement shall continue in effect in perpetuity or until such time as (a) there remain only two Members, or (b) Black Hawk terminates its participation, or (c) the Members agree in writing to terminate it, which agreement will include provisions for the disposition of unspent assessments. A Member can terminate the Agreement after giving at least three months' notice in writing to the other Members. A terminating Member will not be entitled to a refund of assessments previously paid. A terminating Member's obligation to pay assessments for the period it was a Member will survive the termination of this Agreement as to it, subject to Section 21 of this Agreement.
4. The Command Vehicle will be owned by the City of Black Hawk, but its use will be a shared by the Members. The Command vehicle will be staged at Timberline Fire Station Number 9 or other designated location, and will be accessible by authorized Member representatives, as set forth in Section 8 of this Agreement.
5. Each Member will be assessed for maintenance of the Command Vehicle not later than October 1 of each year for the following year, and will pay the assessment directly to the City of Black Hawk in the next January. The initial assessment will be \$200 to each Member each year commencing in 2016. Members will review the assessment annually.
6. Members will confer regarding any unusual expense or maintenance that exceeds the total annual assessment each year.
7. The Command vehicle will be available for use in emergency conditions affecting the Member. The Command vehicle may also be deployed for community events and activities as part of each Member's obligation to test their respective ability to effectively deploy and exercise the equipment. The Members will establish guidelines for deploying the Command Vehicle within the first three months after this Agreement becomes effective, which can be changed thereafter.
8. Members may directly deploy the Command Vehicle provided the operators have successfully completed training in the vehicle's operation. Only operators with a valid driver's license that have completed the required training, if any, may operate the Command Vehicle. Any Member may operate the Command Vehicle for the benefit of another who does not have an eligible operator available.

9. Each user shall provide written confirmation of Comprehensive Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate.

Each user shall provide a certificate of insurance as evidence that the policy providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City of Black Hawk prior to commencement of the MOU. The certificate shall identify this MOU and the policy shall be endorsed to include the City of Black Hawk and the City of Black Hawk's officers and employees as additional insured. The certificate shall provide that the coverage afforded under the policies of this contract shall not be cancelled, terminated, or materially changed until at least thirty (30) days prior written notice has been given to the City of Black Hawk. No other form of certificate shall be used. The Certificate of Insurance is due January 31st each year. The completed certificate of insurance shall be sent to:

City of Black Hawk
P.O. Box 68
Black Hawk, CO 80422-0068
ATTN: City Clerk

10. Nothing in this Agreement is intended to or shall be deemed a waiver by any Member, alone or acting cooperatively hereunder, of the provisions of the Colorado Governmental Immunity Act.
11. Each Member shall be responsible for all fuel costs incurred while the Command Vehicle is being operated by or for the Member.
12. The cost of any Command Vehicle repairs or repairs to equipment resulting from operation by or for the benefit a Member shall be the responsibility of the Member. Costs associated with normal maintenance will be shared by the Members and paid from the assessment.
13. Each Member is responsible for training personnel on the correct procedure for operating (driving), setting up the vehicle during an incident and demobilization.
14. Each Member will clean and fuel the vehicle within seven (7) days of the Command Vehicle's deployment to ensure it is ready for deployment in a subsequent incident. The Command Vehicle shall always have at least three quarters of a tank of fuel while in its ready state.
15. Each Member shall cooperate with other Members to ensure the Command Vehicle is deployable and in good working condition.
16. Each Member will select a representative to serve as a point of contact for coordinating the use and deployment of the Command Vehicle.
17. The Members agree each Member is relying on the performance of the other(s) under this Agreement.
18. The Command Vehicle will be set up and tested for operational readiness on a quarterly basis, or more frequent schedule agreed upon by the Members.

19. In general, the City of Black Hawk Public Works Department will be responsible for maintenance unless otherwise agreed upon by all the Members. No Member will make repairs or make adjustments to the Command Vehicle without the permission of the Public Works Manager or designee.
20. Notices. Any notices or demand under which the terms of this Agreement and under any statute must or may be given or made by Black Hawk, the District, Gilpin County, Clear Creek County or Central shall be in writing and shall be given or made by personal delivery, first class mail, or by certified or registered mail to the Members:

City of Black Hawk
P.O. Box 68
201 Selak
Black Hawk, CO 80422

Timberline Fire Protection District
660 Highway 46
Black Hawk, CO 80422

Gilpin County
PO Box 366
203 Eureka Street
Central City, CO 80427

City of Central
PO Box 249
141 Nevada Street
Central City, CO 80427

Clear Creek County
P.O. Box 2000
Georgetown, CO 80444

Notice will be deemed given on the date of personal delivery or three business days after being deposited, postage prepaid, in an official depository of the US Postal Service.

21. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., each Member's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of such Member's respective Board of Directors, City Council, or Board of County Commissioners.
22. Entire Agreement. This Agreement contains the entire agreement between the Members and no modifications to this Agreement shall be effective unless in writing and signed by all Members.
23. Assignment. No Member may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other Members.

24. Severability. Should any provision of this Agreement be declared void by a court of competent jurisdiction, such provision shall be deemed severed and the remaining provisions of the Agreement shall remain in effect.

IN WITNESS WHEREOF, this Agreement is executed by the City of Black Hawk, Timberline Fire Protection District, Gilpin County, Clear Creek County and City of Central as of the date first above written.

CITY OF BLACK HAWK, COLORADO

By: _____
David D. Spellman, Mayor

ATTEST:

Melissa Greiner, City Clerk

TIMBERLINE FIRE PROTECTION DISTRICT

ATTEST:

By: _____
Jim Crawford, President

Rik Henrikson, Secretary

GILPIN COUNTY

ATTEST:

By: _____
Buddy Schmalz, Commission Chair

Sharon Cate, Deputy Clerk

CITY OF CENTRAL CITY, COLORADO

By: _____
Ron Engels, Mayor

ATTEST:

Reba Bechtel, City Clerk

CLEAR CREEK COUNTY, COLORADO

By: _____
Tom Hayden, Chairman of the Board of
Commissioners

ATTEST:

COUNCIL BILL 19
ORDINANCE 2015-19
AN ORDINANCE APPROVING
A MUTUAL AID AGREEMENT
BETWEEN THE CITY OF
BLACK HAWK AND THE CITY
OF GOLDEN

STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK

COUNCIL BILL NUMBER: CB19

ORDINANCE NUMBER: 2015-19

**TITLE: AN ORDINANCE APPROVING A MUTUAL AID AGREEMENT
BETWEEN THE CITY OF BLACK HAWK AND THE CITY OF GOLDEN**

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

Section 1. The City of Black Hawk hereby approves the Mutual Aid Agreement between the City of Black Hawk and the City of Golden, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, and authorizes the Mayor to execute the same on behalf of the City.

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 12th day of August, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: IGA for Mutual Aid Agreement with City of Golden

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

MOTION TO APPROVE Council Bill 19: An ordinance approving a mutual aid agreement between the City of Black Hawk and the City of Golden.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Currently the City does not have a formal agreement specifically with the City of Golden for providing mutual aid resources. The City of Golden Fire Department responds to emergencies between the Hwy 6 and Hwy 119 intersection and the Hwy 6 and Hwy 93 intersection in Golden. Currently the City of Black Hawk Fire Department is responding on mutual aid west of Tunnel 3 which is a major traffic thoroughfare for visitors to our community. Golden has also provided aerial apparatus support to our community when requested.

AGENDA DATE: August 12, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Fire Chief Don Taylor

DOCUMENTS ATTACHED: Yes

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

REVIEWED BY:



Don Taylor, Fire Chief/Emergency Manager

Jack D. Lewis, City Manager

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2015, by and between the CITY OF GOLDEN a Colorado home rule municipality, hereinafter referred to as “Golden,” and CITY OF BLACK HAWK, COLORADO hereinafter referred to as the “City” Golden and the City hereinafter being referred to jointly as “Parties” and singularly as “Party”):

WITNESSETH

WHEREAS, Golden is located within the County of Jefferson, Colorado; and

WHEREAS, the City is a home rule municipal corporation of the State of Colorado located within Gilpin County, Colorado; and

WHEREAS, the Parties determine that in the event of a fire, emergency medical, rescue, and ambulance or hazardous materials incident, each would benefit from the availability of and mutual response by equipment and personnel of the other Party as requested and as provided herein; and

WHEREAS, pursuant to the provisions of the Colorado Constitution, Article XIV, Section 18(2)(a) and (b) and Section 29-1-203, C.R.S., the Parties desire to establish an agreement to provide for mutual aid response of equipment and personnel of each Party to areas within the jurisdiction of the other Party, as provided herein; and

WHEREAS, establishment of a mutual aid agreement will serve a public purpose and will promote the health, safety, security and general welfare of the inhabitants and visitors of the Parties and the State of Colorado.

NOW, THEREFORE, in consideration of the mutual performance of the covenants, agreements and promises set forth hereinafter, the Parties agree as follows:

1. Definitions. The following terms as used in this Agreement are defined as follows:

(a) “Assisting Party” means a Party providing or requested to provide Mutual Aid within the jurisdictional boundaries of a Requesting Party.

(b) “Emergency Incident” means a fire, emergency medical, rescue, and ambulance or hazardous materials incident requiring an emergency response by a Party.

(c) “Mutual Aid” means assistance provided by an Assisting Party to an actual or reported Emergency Incident within the jurisdictional boundary of a Requesting Party, based upon a specific request by a Requesting Party.

(d) “Requesting Party” means a Party within whose jurisdiction a Mutual Aid incident occurs and who is assisted by or has requested assistance of an Assisting Party.

(e) “Mutual Aid Incident” means an actual or reported Emergency Incident within the jurisdictional boundaries of a Requesting Party which requires the provision of apparatus, equipment or personnel over and above that available for response by the Requesting Party.

2. Response Levels.

(a) Mutual Aid. In the event of a Mutual Aid Incident, the Incident Commander on scene or highest ranking operations officer on duty for the Requesting Party shall request such additional apparatus, equipment and/or personnel to be provided by the Assisting Parties as deemed reasonably necessary. The Assisting Parties shall provide the apparatus, equipment, and personnel, as available and as requested by the Requesting Party, and as deemed available by the Assisting Party.

(b) Assisting Party’s Discretion. Should any Party have personnel or resources already committed to an Emergency Incident, either within or without its jurisdiction, or otherwise unavailable, which in its sole discretion prevents it from providing Mutual Aid and also providing an adequate level of service and protection within its own jurisdiction, it shall promptly notify its dispatcher or the other Parties and shall be released from its Mutual Aid responsibilities until its personnel and resources are adequate and available. If available personnel and equipment return to adequate levels during the Emergency Incident, the Assisting Party shall notify its dispatcher or other Parties to return to Mutual Aid dispatching.

(c) Pre-Existing Obligations. Nothing herein shall limit the Emergency Incident duties of any Party within its respective jurisdiction, or any other aid agreements any Party may have with any other Party or entities.

3. Dispatching. The Parties shall notify their respective dispatching entities of this Agreement and the need to dispatch equipment and personnel in accordance with the provisions of this Agreement. Dispatching of Assisting Parties rendering Mutual Aid shall be only upon the specific request of the Incident Commander on scene, or highest ranking operations officer of the Requesting Party on duty.

4. Mutual Aid Command.

(a) The general command of a Mutual Aid Emergency Incident shall be vested in the Incident Commander in accordance with the Colorado Incident Command System, regardless of the jurisdiction of his/her origin.

(b) Command of patient care at a Mutual Aid incident shall be vested in and carried out by the “Lead Paramedic/EMT,” defined as the first paramedic or emergency medical technician to arrive at the incident scene, regardless of jurisdiction of origin, until such person turns over patient care command to another paramedic or emergency medical technician.

(c) All Emergency Incident operations and activities shall be coordinated with the Incident Commander. At no time shall any Party involved in a Mutual Aid incident be expected to operate contrary to standing orders or policies of its own jurisdiction or physician advisor.

(d) A Party providing Mutual Aid shall be released from service when the Incident Commander determines its services are no longer needed.

5. Wildland Fire. The request or provision of Mutual Aid pursuant to this Agreement associated with a wildland fire shall not constitute a determination by any Party that a wildland fire exceeds the capabilities of the Party to control or extinguish, so as to transfer the responsibility and coordination of such wildland fire to the County Sheriff pursuant to Section 29-22.5-103(2), C.R.S. Such determination shall be made solely in the discretion of the Party within whose jurisdiction the wildland fire occurs.

6. Maintenance of Organization. Each Party is expected to maintain its personnel, apparatus, and equipment and organize its Emergency Incident response methods so as to be capable of responding adequately to ordinary and recurring Emergency Incidents arising within its boundaries. No Party shall expect, nor shall any Party be required to respond to Emergency Incidents occurring within a Requesting Party’s jurisdiction where such Party has failed to adequately organize Emergency Incident response methods, personnel, apparatus, and equipment to meet ordinary and recurring demands arising within its jurisdiction.

7. Compensation and Reimbursement. The Parties agree that the services to be provided hereunder to each other are of equal value. All Mutual Aid rendered under this Agreement shall be without charge to any Party.

(a) Each Party agrees that for each call occurring within its jurisdiction for which it has received Mutual Aid that it will in good faith pursue reimbursement for all costs as permitted by state and or federal law and upon receipt of any monies distribute such funds in a fair and equitable manner to the Requesting Party based upon its documented expenses.

8. Training and Planning. The Parties may schedule and provide joint training exercises involving the personnel of other Parties. The Parties shall attempt to coordinate pre-incident response planning and long-term capital acquisition and improvement to maximize response capabilities and beneficial use of public resources.

9. Additional Actions. The Fire Chief of Golden and the City Manager of the City are directed to take all actions necessary to carry out the terms of this Agreement, including, if necessary, revising radios and communications equipment so that the Parties have a common communications capability. The Parties shall cooperate with each other during and until completion of any Emergency Incident investigation and shall report all such information to the Requesting Party. Each Party shall be responsible for obtaining the information necessary for completion of its own Emergency Incident report and shall exchange that information with all other Parties present at the Emergency Incident. Information pertaining to insurance, statistics for loss data, arson investigation and other emergency response statistics shall be gathered and made available to the other Party by the Requesting Party. All protected health information shall be subject to HIPAA privacy requirements.

10. Personnel and Equipment. Each Party shall remain responsible for the payment of salary, wages, or other compensation or reimbursement of its own personnel utilized in a Mutual Aid incident, and all costs associated with use of their own equipment and apparatus. The personnel and equipment of any Party providing Mutual Aid shall be insured by the liability, workers' compensation, or other insurance of their own agency. Each Party shall be responsible for its own consumable equipment and supplies, including fuel, which may be consumed as part of a Mutual Aid incident.

11. Liability to Third Persons. Each Party, to the extent required by law, assumes full responsibility and liability for any and all injuries to, and damages to real or personal property of, persons not a party to this Agreement that occur during a Mutual Aid incident, caused by that Party, its volunteers, servants, agents, or employees. Nothing contained in this Agreement shall be construed as a waiver of the monetary limitations, immunities and protections afforded the Parties by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as same may be amended from time to time. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

12. Waiver. Each Party ("first Party") assumes full responsibility and liability, and waives all claims it may have against each other Party ("second Party"), for any and all damages to the equipment of the first Party, and for personal injuries and damages to real or personal property of the first Party's volunteers, servants, agents, or employees, whether caused by the second Party or a person not a party to this Agreement, that occur during the course of a Mutual Aid incident, except for damages and injuries caused by the willful and wanton actions, or intentionally tortious conduct of second Party. It is the intent of this provision to contractually reallocate liability for damages from that provided by Section 29-5-108, C.R.S.

13. No Third-Party Rights. Nothing in this Agreement shall be deemed to create or give rise to any rights, claims or causes of action in any person or entity except the Parties.

14. Prior Agreements. This Agreement shall supersede all prior agreements regarding Mutual Aid by, for and/or between Parties.

15. Effective Date and Term. This Agreement shall become effective between the signatories of this Agreement at 0:00 hours of the first day of the first month following execution by two or more Parties, regardless of whether or when all Parties may execute this Agreement. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms unless terminated by written notice, such notice given not less than sixty (60) days prior to the end of the year, unless otherwise agreed by the Parties.

16. Annual Appropriations. Notwithstanding the provisions of this Agreement to the contrary, the terms and obligations of this Agreement are subject to annual appropriations by the Parties legislative bodies so as to not create a multiple fiscal year obligation pursuant to Article X, Section 20 of the Colorado Constitution.

17. Assignment. This Agreement shall be binding upon the successors and assigns of each of the Parties hereto, except that no Party may assign any of its rights or obligations hereunder, without the prior written consent of the other Parties.

18. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the following addresses:

City of Golden
Attn: John Bales, Fire Chief
911 10th Street
Golden, CO 80401

City of Black Hawk
Attn: City Manager
201 Selak Street
Black Hawk, CO 80422

19. Amendments. This Agreement may be amended only by written document signed by the Parties.

20. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be changed thereby.

21. Duplicate Original. This Agreement shall be executed in two counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

CITY OF GOLDEN, COLORADO

By _____
Marjorie N. Sloan, Mayor

Attest:

Susan M. Brooks, MMC, City Clerk

APPROVED AS TO FORM:

_____ David S. Williamson, City Attorney

CITY OF BLACK HAWK, COLORADO

By _____
David D. Spellman, Mayor

Attest:

Melissa A. Greiner, City Clerk

APPROVED AS TO FORM:

_____ Corey Y. Hoffmann, City Attorney

COUNCIL BILL 20
ORDINANCE 2015-20
AN ORDINANCE APPOINTING
A DIRECTOR TO THE BOARD
OF THE BLACK HAWK
BUSINESS IMPROVEMENT
DISTRICT

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

COUNCIL BILL NUMBER: CB20

ORDINANCE NUMBER: 2015-20

**TITLE: AN ORDINANCE APPOINTING A DIRECTOR TO THE BOARD OF
THE BLACK HAWK BUSINESS IMPROVEMENT DISTRICT**

WHEREAS, the Black Hawk Business Improvement District (BID) was organized by Councilman's Bill Number 26, Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, the Board of Directors of the District has been appointed by the City Council. All Board members must, by law, be electors of the District; and

WHEREAS, the BID currently has a vacancy on the Board of Directors that is required to be filled by the City Council.

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

Section 1. Based upon the recommendations provided by owners of taxable property in the BID and other information available to the City, and finding that there is presently a vacancy to be filled on the BID Board, pursuant to Section 31-25-1209(1)(b), C.R.S., the City Council hereby appoints the following elector of the BID to the office of Director of the BID:

1. Shawn Harris

and congratulates him on his appointment.

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 12th day of August, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Appointing a Director to the Board of the Black Hawk Business Improvement District

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

MOTION TO APPROVE Council Bill 20, An Ordinance Appointing a Director to the Board of the Black Hawk Business Improvement District

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The Black Hawk Business Improvement District (BID) was organized by Councilman's Bill Number 26, Ordinance Number 95-8 of the City of Black Hawk on July 26, 1995. Under that Ordinance and subsequent enactments, the Board of Directors of the District has been appointed by the City Council. All Board members must, by law, be electors of the District. The BID currently has a vacancy on the Board of Directors that is required to be filled by the City Council.

Based upon the recommendations provided by owners of taxable property in the BID and other information available to the City, and finding that there is presently a vacancy to be filled on the BID Board, pursuant to Section 31-25-1209(1)(b), C.R.S., the City Council hereby appoints the Shawn Harris, Saratoga Casino General Manager, to the office of Director of the BID.

AGENDA DATE: August 12, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

RECORD: [] Yes [X] No

CITY ATTORNEY REVIEW: [X] Yes [] N/A

SUBMITTED BY:

REVIEWED BY:



Melissa Greiner, City Clerk

Jack D. Lewis, City Manager

Black Hawk Business Improvement District
P. O. Box 663
Black Hawk, CO 80422
303-582-3165

Lynnette Hailey, District Manager

lhailey@centurylink.net

July 28, 2015

Corey Y. Hoffmann Esq.
Hayes Phillips Hoffmann & Carberry
1350 17th Street, Suite 450
Denver, CO 80202

**RE: REPLACEMENT BOARD MEMBER/BLACK HAWK BUSINESS
IMPROVEMENT DISTRICT**

Dear City Attorney Hoffmann:

The Board of Directors of the Black Hawk Business Improvement District ("BID") has directed me to request that the City of Black Hawk appoint Shawn Harris as the designated elector of Saratoga Casino to the Board of Directors of the BID. Mr. Harris will be replacing Andrew Gentile.

Mr. Harris has been confirmed by the BID Board, and has received the Board's unanimous recommendation for appointment to the BID Board at the City Council's earliest opportunity.

If you have any questions, please do not hesitate to contact me.

Thank you,

Black Hawk Business Improvement District


Lynnette Hailey
District Manager

Attachments

CC: Norman F. Kron Esq
David D. Spellman, Mayor
Melissa Greiner, BH City Clerk w/attachments

DESIGNATION OF ELECTOR

BLACK HAWK BUSINESS IMPROVEMENT DISTRICT
CITY OF BLACK HAWK
COUNTY OF GILPIN, STATE OF COLORADO

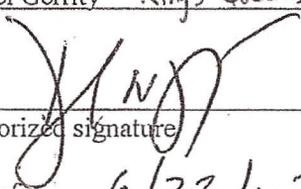
To the Secretary of the Black Hawk Business Improvement District, in the City of Black Hawk, County of Gilpin, State of Colorado ("District"):

Shawn Harris, the designated elector, who is a natural person who is a citizen of the United States and a resident of the State of Colorado, and who is eighteen years of age or older, is hereby designated by the entity identified below, as an owner or lessee of taxable real or personal property in the District, which is not a natural person, to vote for such owner or lessee as an "elector" of the District. This designation supersedes and replaces any prior designation (if any) by the entity identified below.

Designating Entity

By: Daniel Gerrity Kings Queens & Jacks LLC

Its:


Authorized signature

Effective as of:

6/23/15

The address to be used for mailing a ballot to the Designated Person is:

101 Main Street

Black Hawk, CO 40422

The address where the Designated Person is registered to vote:

8713 E 47th Ave

Denver, CO 80238

Date of Birth: 12/13/1977

(For verification of voter registration)

Designated Person's Daytime Telephone Number:

(303) 582-6101

(This designation is filed with the Secretary of the District. Only one such person may be designated by an owner or lessee regardless of the number of properties or lots owned by such owner or lessee. No elector shall be allowed to cast more than one vote even if the person is designated by more than one entity or even if the person is eligible as an individual and also as a designee.)

Please complete and return:

BLACK HAWK BUSINESS IMPROVEMENT DISTRICT:

DIRECTOR SHEET INFORMATION:

Name: Shawn Harris

Mailing Address: 101 Main Street, Black Hawk CO 80422

Delivery Address: 101 Main Street, Black Hawk CO 80422

Work Phone: (303) 582 - 6101 Home Phone: _____

Cell Phone: (518) 605 - 0264 Fax Number: _____

E-mail address: sharris@saratogacasinobh.com

**Local Liquor Authority
Consideration of a new
Tavern Liquor License for JE
Tavern, Inc. dba JE Tavern,
240 Main Street**

CITY OF BLACK HAWK

REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Public Hearing for a new Tavern Liquor License for JE Tavern at 240 Main Street.

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

MOTION TO APPROVE the request for a new Tavern Liquor License for JE Tavern at 240 Main Street.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

On June 19, 2015, the City Clerk's office received an application for a new tavern liquor license for JE Tavern. The tavern will be located at the Lodge Casino, 240 Main Street.

On June 20, 2015, the Lodge Casino received approval from the Liquor Enforcement Division for a permanent modification to remove their second floor outdoor patio from their Hotel/Restaurant Liquor License. This is where JE Tavern will be located.

On July 1, 2015, the application was deemed complete by City Clerk staff.

On July 8, 2015, the Local Liquor Authority reviewed the application and set the boundaries of the neighborhood and set the date of August 12, 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 July 30, 2015, a Notice of Public Hearing was posted on the property.

On July 30, 2015, Notice of Public Hearing was published in the *Weekly Register Call*.

On August 5, 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:

August 12, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: Yes No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk

DOCUMENTS ATTACHED: Letter to Liquor Authority, Petition, Redacted application,

RECORD: Yes No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:



Melissa A. Greiner, City Clerk

REVIEWED BY:



Jack D. Lewis, City Manager

August 4, 2015

Mayor Spellman, Alderman Armbright, Alderman Bennett, Alderman Johnson, Alderman Midcap,
Alderman Moates, Alderman Torres,

I am writing this letter today to provide additional information relating to the request for licensure of JE Tavern. This license request is intertwined with the application for an Entertainment District formed between this entity and The Lodge Casino known as The Lodge Association Inc.

If approved, the Tavern Liquor License requested will enhance the alcohol service provided by The Lodge Casino for its patrons and increase the revenue of The Lodge and The City via expanded hours of service. This service expansion will result in increased gaming revenues during what has been in the past "off hours". As our city expands its resort-like amenities, this license and others like it will become an integral part of creating a guest experience that is consistent during all operating hours. Many guests to our town begin their gaming day during these non-peak hours. This license, if approved, will give The Lodge the ability to provide all guests with a complete gaming and entertainment experience.

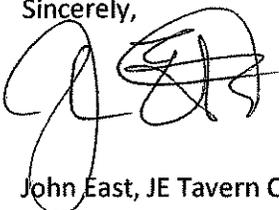
More than adequate security is already provided for JE Tavern since it will reside on Lodge property. There will be no additional burden on local law enforcement as a result of the granting of this license. Also, as required by law, all employees of the Tavern will be certified by a state recognized program as being able to serve alcohol appropriately and responsibly.

I have attached signatures of neighborhood business executives demonstrating the desires of the surrounding business community that this license be granted.

I will be happy to answer any additional questions you may have during testimony at the Council Meeting scheduled for August 12th, 2015.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'John East', written over a large, stylized circular scribble.

John East, JE Tavern Owner/President



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

Direct Dial: (303) 282-4132
E-mail: cgrant@dillanddill.com

VIA FedEx

June 17th, 2015

Deputy City Clerk
City of Black Hawk
201 Selak Street
Black Hawk, CO 80422

Re: NEW TAVERN LIQUOR LICENSING
JE Tavern, INC. dba JE Tavern
240 Main Street, Black Hawk, CO 80422
Attorney: Bob Dill
Paralegal: Brent Eads

Dear Michele:

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

Therefore, on behalf of our client, JE Tavern, INC., we respectfully submit this application for New Tavern Liquor Licensing at 240 Main Street in Black Hawk.

WE RESPECTFULLY REQUEST CONCURRENT REVIEW IN THIS MATTER.

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,

Bob Dill
Attorney for Applicant
bobdill@dillanddill.com
303-777-3737

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

RECEIVED

JUN 19 2015

City of Black Hawk
Clerk's Office

DR 8404 (04/27/15)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

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
 Corporation Individual
 Partnership (includes Limited Liability and Husband and Wife Partnerships) Limited Liability Company
 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
 JE Tavern, Inc. [REDACTED]

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
 JE Tavern Pending 303-918-1102

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

City	County	State	ZIP Code
Black Hawk	Gilpin	CO	80422
4. Mailing Address (Number and Street)	City or Town	State	ZIP Code
Same			

5. Email Address
 jeast@bhwk.com

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

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date

Section A	Nonrefundable Application Fees	Section B (Cont.)	Liquor License Fees
<input type="checkbox"/>	Application Fee for New License \$ 600.00	<input type="checkbox"/>	Liquor Licensed Drugstore (City)..... \$227.50
<input checked="" type="checkbox"/>	Application Fee for New License w/Concurrent Review ... \$ 700.00	<input type="checkbox"/>	Liquor Licensed Drugstore (County) \$312.50
<input type="checkbox"/>	Application Fee for Transfer..... \$ 600.00	<input type="checkbox"/>	Manager Registration - H & R \$ 75.00
Section B		<input checked="" type="checkbox"/>	Manager Registration - Tavern \$ 75.00
Liquor License Fees		<input type="checkbox"/>	Master File Location Fee\$ 25.00 X _____ Total _____
<input type="checkbox"/>	Add Optional Premises to H & R \$100.00 X _____ Total _____	<input type="checkbox"/>	Master File Background\$250.00 X _____ Total _____
<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X _____ Total _____	<input type="checkbox"/>	Optional Premises License (City)..... \$500.00
<input type="checkbox"/>	Arts License (City) \$308.75	<input type="checkbox"/>	Optional Premises License (County) \$500.00
<input type="checkbox"/>	Arts License (County) \$308.75	<input type="checkbox"/>	Racetrack License (City)..... \$500.00
<input type="checkbox"/>	Beer and Wine License (City)..... \$351.25	<input type="checkbox"/>	Racetrack License (County) \$500.00
<input type="checkbox"/>	Beer and Wine License (County) \$436.25	<input type="checkbox"/>	Resort Complex License (City) \$500.00
<input type="checkbox"/>	Brew Pub License (City) \$750.00	<input type="checkbox"/>	Resort Complex License (County) \$500.00
<input type="checkbox"/>	Brew Pub License (County) \$750.00	<input type="checkbox"/>	Retail Gaming Tavern License (City) \$500.00
<input type="checkbox"/>	Club License (City) \$308.75	<input type="checkbox"/>	Retail Gaming Tavern License (County)..... \$500.00
<input type="checkbox"/>	Club License (County) \$308.75	<input type="checkbox"/>	Retail Liquor Store License (City)..... \$227.50
<input type="checkbox"/>	Distillery Pub License (City)..... \$750.00	<input type="checkbox"/>	Retail Liquor Store License (County)..... \$312.50
<input type="checkbox"/>	Distillery Pub License (County) \$750.00	<input checked="" type="checkbox"/>	Tavern License (City) \$500.00
<input type="checkbox"/>	Hotel and Restaurant License (City) \$500.00	<input type="checkbox"/>	Tavern License (County)..... \$500.00
<input type="checkbox"/>	Hotel and Restaurant License (County) \$500.00	<input type="checkbox"/>	Vintners Restaurant License (City) \$750.00
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises (City) \$600.00	<input type="checkbox"/>	Vintners Restaurant License (County)..... \$750.00
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises(County)..... \$600.00		

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"/>	
		or		
Walver by local ordinance?		<input type="checkbox"/>	<input type="checkbox"/>	
Other: _____		<input type="checkbox"/>	<input 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 attached.	<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 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	Tenant	Expires		
The Lodge Casino, LLC	JE Tavern, Inc	July 14, 2020		
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
None				
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?		
		<input type="checkbox"/> <input checked="" type="checkbox"/>		
		Number of additional Optional Premise areas requested. (See license fee chart)		
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.		
		<input type="checkbox"/> <input checked="" type="checkbox"/>		
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?				
<input type="checkbox"/> <input checked="" type="checkbox"/>				
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?				
<input type="checkbox"/> <input checked="" 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 checked="" 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)				
<input type="checkbox"/> <input checked="" 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		First Name of Manager		Date of Birth
East		John		1/28/67
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 checked="" type="checkbox"/> <input type="checkbox"/>
Name		Type of License	Account Number	
The Lodge Casino		Hotel and Restaurant		
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
John Ralph East Jr	[REDACTED]	[REDACTED]	Exec. Manager	100%
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 	Printed Name and Title John East, JE TAVERN	Date 6/8/15
--------------------------	--	----------------

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
Signature (attest)	Print	Title
		Date

ATTACHMENT A

Gilpin Casino LLC dba Gilpin Casino-111 Main St. Black Hawk CO 80422; The license held is a Hotel Restaurant License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President)

Lodge Casino LLC dba The Lodge Casino-240 Main St. Black Hawk CO 80422; The license held is a Hotel Restaurant License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President)

Gold Dust Reno LLC dba Gold Dust West Reno- 444 Vine St. Reno NV 89505; The license held is a Retail Liquor License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President and Assistant Secretary)

Gold Dust Carson LLC dba Gold Dust West Carson-2171 E. Williams St, Carson City NV 89701; The license held is a Retail Liquor License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President and Assistant Secretary)

Gold Dust Elko LLC dba Gold Dust West Elko-1660 Mountain City Highway, Elko NV 89801; The license held is a Retail Liquor License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President and Assistant Secretary)

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,

JE Tavern, Inc.

is a **Corporation** formed or registered on 06/05/2015 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 20151376889.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/15/2015 that have been posted, and by documents delivered to this office electronically through 06/17/2015 @ 15:39:08.

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 06/17/2015 @ 15:39:08 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9221547.

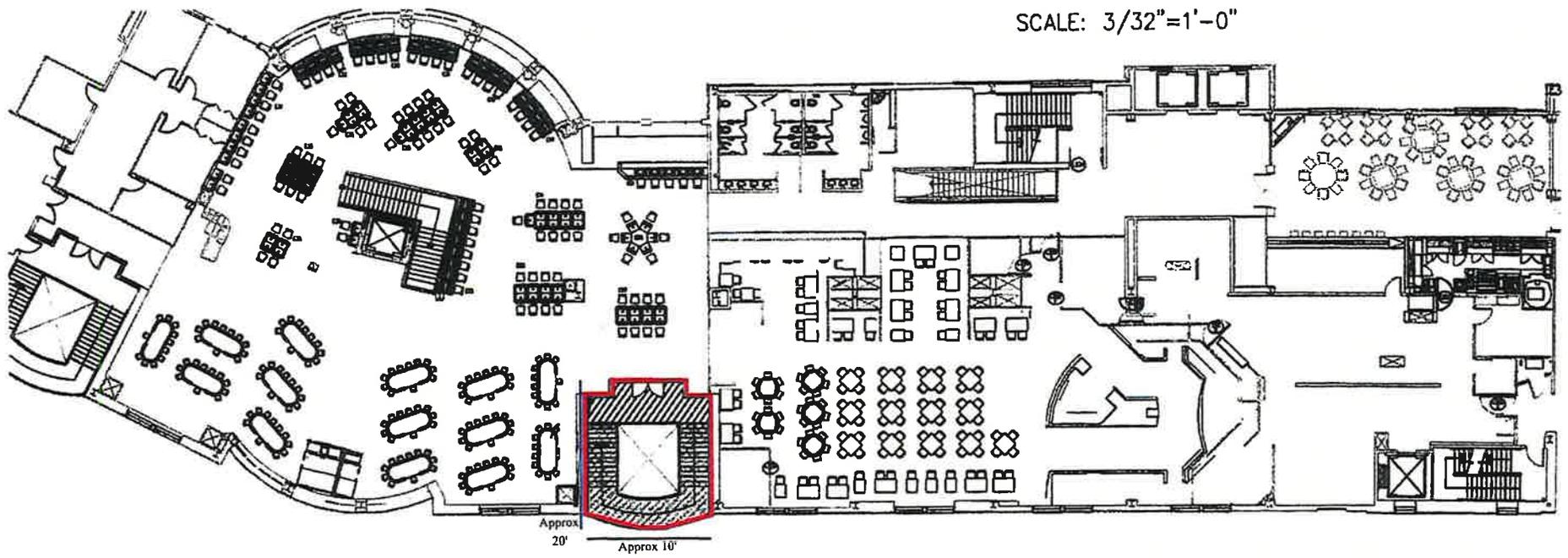


A handwritten signature in blue ink that reads "Wayne W. Williams".

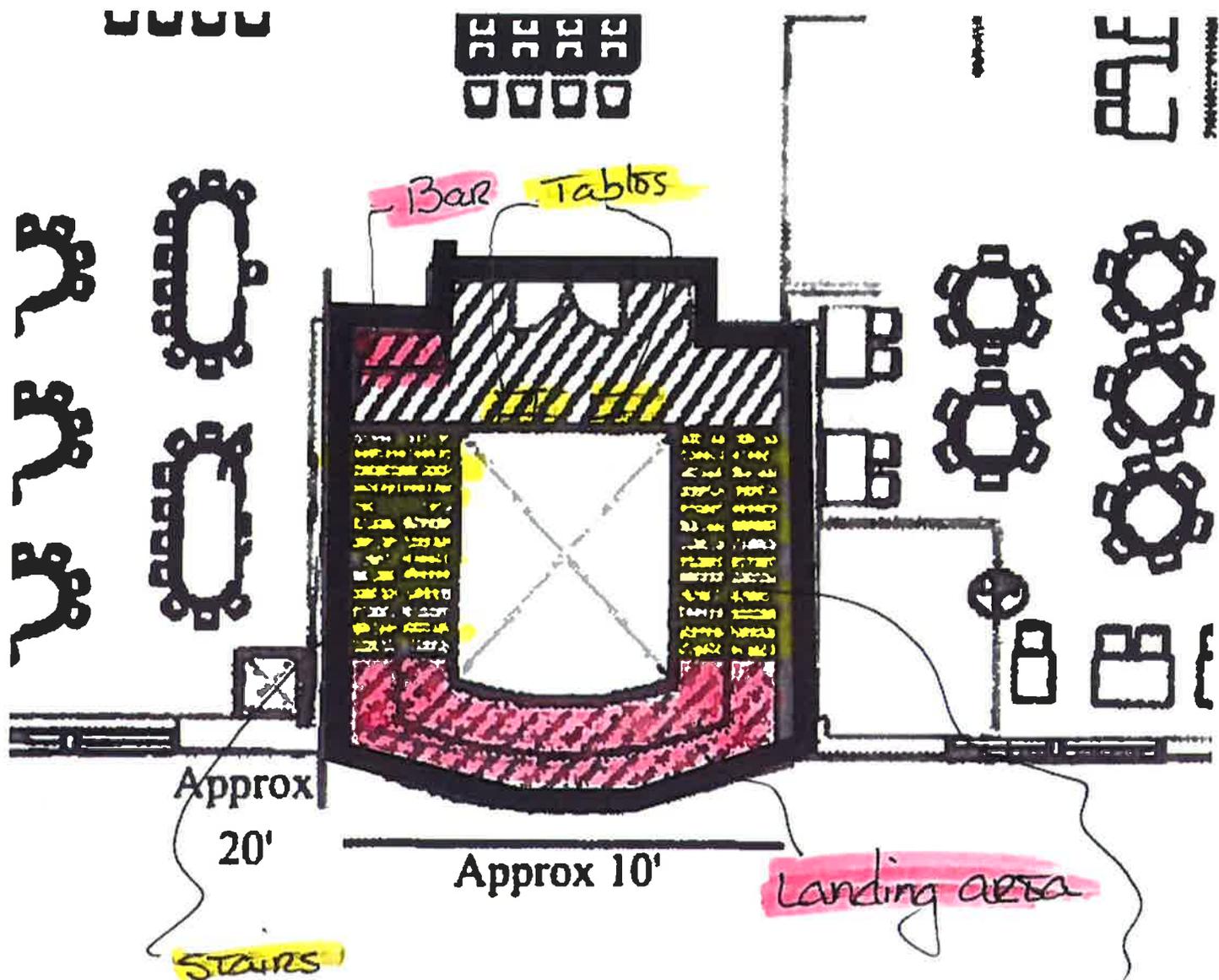
Secretary of State of the State of Colorado

*****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/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."



JE Tavern - Licensed Premises
The Lodge Level 2
240 Main Street
Black Hawk, CO 80422
*Measurements are approximate



JE Tavern - Licensed Premises

The Lodge: Level 2

240 Main Street

Black Hawk, CO 80422

*Measurements are approximate



Second Floor:
Area to be licensed



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

Direct Dial: (303) 282-4132
E-mail: cgrant@dillanddill.com

VIA FedEx

June 17th, 2015

Deputy City Clerk
City of Black Hawk
201 Selak Street
Black Hawk, CO 80422

Re: NEW TAVERN LIQUOR LICENSING
JE Tavern, INC. dba JE Tavern
240 Main Street, Black Hawk, CO 80422
Attorney: Bob Dill
Paralegal: Brent Eads

Dear Michele:

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

Therefore, on behalf of our client, JE Tavern, INC., we respectfully submit this application for New Tavern Liquor Licensing at 240 Main Street in Black Hawk.

WE RESPECTFULLY REQUEST CONCURRENT REVIEW IN THIS MATTER.

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,

Bob Dill
Attorney for Applicant
bobdill@dillanddill.com
303-777-3737

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

RECEIVED

JUN 19 2015

City of Black Hawk
Clerk's Office

DR 8404 (04/27/15)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

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
 Corporation Individual
 Partnership (includes Limited Liability and Husband and Wife Partnerships) Limited Liability Company
 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
JE Tavern, Inc. [REDACTED]

2a. Trade Name of Establishment (DBA) State Sales Tax Number Business Telephone
JE Tavern Pending 303-918-1102

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

City Black Hawk	County Gilpin	State CO	ZIP Code 80422
4. Mailing Address (Number and Street) Same	City or Town	State	ZIP Code

5. Email Address
[REDACTED]

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

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
---	------------------------------	--------------------------	-------------------------

Section A	Nonrefundable Application Fees	Section B (Cont.)	Liquor License Fees
<input type="checkbox"/>	Application Fee for New License \$ 600.00	<input type="checkbox"/>	Liquor Licensed Drugstore (City)..... \$227.50
<input checked="" type="checkbox"/>	Application Fee for New License w/Concurrent Review ... \$ 700.00	<input type="checkbox"/>	Liquor Licensed Drugstore (County) \$312.50
<input type="checkbox"/>	Application Fee for Transfer..... \$ 600.00	<input type="checkbox"/>	Manager Registration - H & R \$ 75.00
Section B		<input checked="" type="checkbox"/>	Manager Registration - Tavern \$ 75.00
Liquor License Fees		<input type="checkbox"/>	Master File Location Fee \$ 25.00 X _____ Total _____
<input type="checkbox"/>	Add Optional Premises to H & R \$100.00 X _____ Total _____	<input type="checkbox"/>	Master File Background \$250.00 X _____ Total _____
<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X _____ Total _____	<input type="checkbox"/>	Optional Premises License (City)..... \$500.00
<input type="checkbox"/>	Arts License (City) \$308.75	<input type="checkbox"/>	Optional Premises License (County) \$500.00
<input type="checkbox"/>	Arts License (County) \$308.75	<input type="checkbox"/>	Racetrack License (City)..... \$500.00
<input type="checkbox"/>	Beer and Wine License (City)..... \$351.25	<input type="checkbox"/>	Racetrack License (County) \$500.00
<input type="checkbox"/>	Beer and Wine License (County) \$436.25	<input type="checkbox"/>	Resort Complex License (City) \$500.00
<input type="checkbox"/>	Brew Pub License (City) \$750.00	<input type="checkbox"/>	Resort Complex License (County) \$500.00
<input type="checkbox"/>	Brew Pub License (County) \$750.00	<input type="checkbox"/>	Retail Gaming Tavern License (City) \$500.00
<input type="checkbox"/>	Club License (City) \$308.75	<input type="checkbox"/>	Retail Gaming Tavern License (County)..... \$500.00
<input type="checkbox"/>	Club License (County) \$308.75	<input type="checkbox"/>	Retail Liquor Store License (City)..... \$227.50
<input type="checkbox"/>	Distillery Pub License (City)..... \$750.00	<input type="checkbox"/>	Retail Liquor Store License (County)..... \$312.50
<input type="checkbox"/>	Distillery Pub License (County) \$750.00	<input checked="" type="checkbox"/>	Tavern License (City) \$500.00
<input type="checkbox"/>	Hotel and Restaurant License (City) \$500.00	<input type="checkbox"/>	Tavern License (County)..... \$500.00
<input type="checkbox"/>	Hotel and Restaurant License (County) \$500.00	<input type="checkbox"/>	Vintners Restaurant License (City) \$750.00
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises (City) \$600.00	<input type="checkbox"/>	Vintners Restaurant License (County)..... \$750.00
<input type="checkbox"/>	Hotel and Restaurant License w/one opt premises(County)..... \$600.00		

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"/>
Walver by local ordinance? Other: _____		<input type="checkbox"/>	<input 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 attached. <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) _____			
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:			
Landlord	Tenant	Expires	
The Lodge Casino, LLC	JE Tavern, Inc	July 14, 2020	
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
None			
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.		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Has a local ordinance or resolution authorizing optional premises been adopted?			
Number of additional Optional Premise areas requested. (See license fee chart)			
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?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
If "yes" a copy of license must be attached.			
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(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 checked="" type="checkbox"/>
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) How long has the club been incorporated?			
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/>	<input checked="" 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)		<input type="checkbox"/>	<input checked="" 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	First Name of Manager	Date of Birth	
East	John	[REDACTED]	
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 checked="" type="checkbox"/>	<input type="checkbox"/>
Name	Type of License	Account Number	
The Lodge Casino	Hotel and Restaurant		
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
John Ralph East Jr	[REDACTED]	[REDACTED]	Exec. Manager	100%
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 those 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 	Printed Name and Title John East, Jr. Tavern	Date 6/8/15
--------------------------	---	----------------

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
Signature (attest)	Print	Title
		Date

ATTACHMENT A

Gilpin Casino LLC dba Gilpin Casino-111 Main St. Black Hawk CO 80422; The license held is a Hotel Restaurant License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President)

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Gold Dust Reno LLC dba Gold Dust West Reno- 444 Vine St. Reno NV 89505; The license held is a Retail Liquor License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President and Assistant Secretary)

Gold Dust Carson LLC dba Gold Dust West Carson-2171 E. Williams St, Carson City NV 89701; The license held is a Retail Liquor License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President and Assistant Secretary)

Gold Dust Elko LLC dba Gold Dust West Elko-1660 Mountain City Highway, Elko NV 89801; The license held is a Retail Liquor License; My interest in the License began in December of 2013 and continues currently. My involvement in the License is as an Executive Manager (Vice President and Assistant Secretary)

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 JE Tavern, Inc		Home Phone Number	Cellular Number	
2. Your Full Name (last, first, middle) John Ralph East Jr.		3. List any other names you have used None		
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
Jacobs Entertainment	17301 W. Colfax Suite #250, Golden CO 80401		VP of West. Op's	4/08 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 A				
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

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

14. Financial Information.
 a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ None

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. \$ None
 * 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
None				

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	Title	Date
	John East	JE TOWNER	10/18/15

ATTACHMENT B

[REDACTED]

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,

JE Tavern, Inc.

is a **Corporation** formed or registered on 06/05/2015 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 20151376889.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/15/2015 that have been posted, and by documents delivered to this office electronically through 06/17/2015 @ 15:39:08.

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 06/17/2015 @ 15:39:08 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 9221547.



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/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."



Colorado Secretary of State
 Date and Time: 06/05/2015 03:16 PM
 ID Number: 20151376889
 Document number: 20151376889
 Amount Paid: \$50.00

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.

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

JE Tavern, 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 240 Main Street
(Street number and name)

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

Mailing address PO Box 50
 (leave blank if same as street address) *(Street number and name or Post Office Box information)*

Black Hawk CO 80422
(City) (State) (ZIP/Postal Code)
United States
(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) Dill Robert A
(Last) (First) (Middle) (Suffix)

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

Street address Dill Dill Carr Stonbraker&Hutchings
(Street number and name)

455 Sherman St. Ste 300
Denver CO 80203
(City) (State) (ZIP/Postal Code)

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

CO
(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) East John
(Last) (First) (Middle) (Suffix)

or

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

Mailing address PO Box 50
(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.

**SPECIAL MEETING
OF
THE BOARD OF DIRECTORS
OF
JE TAVERN, INC.**

DATE: June 8, 2015

THE UNDERSIGNED, constituting all of the members of the Board of Directors of JE Tavern, Inc., a Colorado corporation (the "Corporation"), in accordance with Section 7-108-202 of the Colorado Business Corporation Act, do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

RESOLVED: That the Articles of Incorporation of this Corporation filed with the Secretary of State on June 5, 2015, and attached hereto and incorporated by reference herein be and the same are hereby approved and accepted.

RESOLVED: That the Bylaws attached hereto and incorporated by reference herein be and the same are hereby declared to be the Bylaws of the Corporation.

RESOLVED: That the following persons be and they are hereby elected as officers of the Corporation in the respective capacities set forth after their several names, the term of office of each person to be until the first annual meeting of the Board of Directors, and until their respective successors shall be elected and qualified:

JOHN EAST	-	President/Director/Treasurer
JOHN EAST	-	Vice President
JOHN EAST	-	Secretary

RESOLVED: That the seal of the Corporation shall consist of a circular impression bearing around the outside rim the words "JE Tavern, Inc.," the word "Colorado," and in the center the date June 5, 2015."

RESOLVED: That the bank, US BANK, be and it hereby is designated as a depository of this Corporation, and that the corporate banking resolutions of said bank, attached to these Minutes and incorporated herein, be and the same are hereby unanimously adopted and approved.

RESOLVED: That the Treasurer be and is hereby authorized and directed to pay all fees and expenses incident to and necessary for the organization and qualification of the Corporation, including, without limitation, all legal and accounting fees and costs to procure proper corporate books.

RESOLVED: That the proper officer of the Corporation cause to be prepared appropriate books and records with respect to the capital stock of the Corporation, in which shall be recorded, among other things, the names and addresses of the stockholders and the number of shares held by each.

RESOLVED: That the Corporation elect to qualify as a S corporation pursuant to Sub Chapter S of the Internal Revenue Code of 1986, provided that the stockholders of the Corporation approve unanimously such election, and that the proper officer of the Corporation file all forms and undertake all action necessary to effectuate such election.

RESOLVED: That the Corporation issue the following number of shares of Common Stock to the following below named individuals upon payment, by check or in cash, to the Corporation by such individuals of the amounts of money set forth opposite his or her name:

<u>Name</u>	<u>No. of Shares</u>	<u>Consideration</u>
John East	1000	\$10.00

RESOLVED: That any and all actions taken or contracts entered into heretofore by a promoter, officer or director for the Corporation, either as a promoter,

officer or director, as well as any and all actions taken or contracts entered into by said persons as individuals, acting for the Corporation, be and the same are hereby ratified, approved and confirmed by the Corporation, and all such contracts adopted as though said individual had at such time full power and authority to act for the Corporation and in the same manner as if each and every act had been done pursuant to the specific authorization of the Corporation.

WITNESS our signatures the day and year first above written.



John East

President/Director/Treasurer

Vice President/Secretary

**BYLAWS
OF
JE TAVERN, INC.**

**ARTICLE I
OFFICES**

A. **PRINCIPAL OFFICE.** The Principal office of the Corporation in the State of Colorado shall be located in the City of Black Hawk, County of Gilpin. The Corporation may have such other offices, either within or outside of the State of Colorado as the Board of Directors may designate, or as the business of the Corporation may require from time to time.

B. **REGISTERED OFFICE.** The Registered Office of the Corporation, required by the Colorado Business Corporation Act to be maintained in the State of Colorado, may be, but need not be, identical with the Principal Office in the State of Colorado, and the address of the Registered Office may be changed from time to time by the Board of Directors.

**ARTICLE II
SHAREHOLDERS**

A. **ANNUAL MEETING.**

1. The Annual Meeting of the Shareholders shall be held on the 1st day of July in each year, commencing with the year 2015, at the hour of 9:00 a.m., or at such other time on such other day as shall be fixed by the Board of Directors, for the of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Colorado, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the Shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as may be convenient.

2. A Shareholder may apply to the district court in the county in Colorado where the Corporation's Principal Office is located or, if the Corporation has no principal office in Colorado, to the district court of the county in which the Corporation's Registered Office is located, to seek an order that a Shareholder meeting be held (i) if an annual meeting was not held within six (6) months after the close of the Corporation's most recently ended fiscal year or fifteen (15) months after its last Annual Meeting, whichever is earlier, or (ii)

if the Shareholder participated in a proper call or, if proper demand for a special meeting and notice of the special meeting was not given within thirty (30) days after the date of the call, or the date the last of the demands necessary to require calling of the meeting was received by the Corporation pursuant to C.R.S. § 7-107-102(1)(b), or the special meeting was not held in accordance with the notice.

B. SPECIAL MEETINGS. Special Meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President upon the receipt of one or more written demands for a Special Meeting, stating the purpose or purposes for which it is to be held, signed and dated by the holders of shares representing at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at the meeting.

C. PLACE OF MEETINGS. The Board of Directors may designate any place, either within or outside of the State of Colorado, as the place of meeting for any Annual Meeting or for any Special Meeting called by the Board of Directors. If no designation is made, or if a Special Meeting be otherwise called, the place of meeting shall be the Principal Office of the Corporation in the State of Colorado.

D. NOTICE OF MEETINGS.

1. Written notice stating the place, day and hour of the meeting of Shareholders and, in case of a Special Meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or other person calling the meeting, to each Shareholder of record entitled to vote at such meeting; provided, however, that if the number of authorized shares is to be increased, at least thirty (30) days' notice shall be given.

2. Notice of a Special Meeting shall include a description of the purpose or purposes of the meeting. Notice of an Annual Meeting need not include a description of the purpose or purposes of the meeting except the purpose or purposes shall be stated with respect to (i) an amendment to the Articles of Incorporation of the Corporation, (ii) a merger or share exchange in which the Corporation is a party, and, with respect to a share exchange, in which the Corporation's shares will be acquired, (iii) a sale, lease, exchange or other

disposition, other than in the usual and regular course of business, of all or substantially all the property of the Corporation or of another entity which this Corporation controls, in each case with or without the goodwill, (iv) a dissolution of the Corporation, or (v) any other purpose for which a statement of purpose is required by the Colorado Business Corporation Act.

3. Notice shall be given personally or by mail, private carrier, telegraph, teletype, electronically transmitted facsimile or other form of wire or wireless communication by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Shareholder of record entitled to vote at such meeting. If mailed and if in a comprehensible form, such notice shall be deemed to be given and effective when deposited in the United States mail, addressed to the Shareholder at his address as it appears in the Corporation's current record of Shareholders, with postage prepaid. If notice is given other than by mail, and provided that such notice is in a comprehensible form, the notice is given and effective on the date received by the Shareholder.

4. If requested by the person or persons lawfully calling such meeting, the notice shall be given at corporate expense.

5. When a meeting is adjourned to another date, time or place, notice need not be given of the new date, time or place if the new, date, time or place of such meeting is announced before adjournment at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which may have been transacted at the original meeting. If the adjournment is for more than one hundred twenty (120) days, or if a new record date is fixed for the adjourned meeting, a new notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at the meeting as of the new record date.

6. A Shareholder may waive notice of a meeting before or after the time and date of the meeting by a writing signed by each Shareholder. Such waiver shall be delivered to the Corporation for filing with the corporate records. Further, by attending a meeting either in person or by proxy, a Shareholder waives objection to lack of notice or defective notice of the meeting unless the Shareholder objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting because of lack of notice or defective notice. By attending the meeting, the Shareholder also waives any objection to consideration in the meeting of a particular matter not within the purpose or

purposes described in the meeting notice unless the Shareholder objects to considering the matter when it is presented.

7. No notice need be sent to any Shareholder if three (3) successive notices mailed to the last known address of such Shareholder have been returned as undeliverable until such time as another address for such Shareholder is made known to the Corporation by such Shareholder. In order to be entitled to receive notice of any meeting, a Shareholder shall advise the Corporation in writing of any change in such Shareholder's mailing address as shown on the Corporation's books and records.

E. MEETING OF ALL SHAREHOLDERS. If all of the Shareholders shall meet at any time and place, either within or outside of the State of Colorado, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

F. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any distribution, or in order to make a determination of Shareholders for any other purpose, the Board of Directors of the Corporation may provide that the share transfer books shall be closed for a stated period but not to exceed, in any case, seventy (70) days. If the share transfer books shall be closed for the purpose of determining Shareholders, entitled to notice of or to vote at a meeting of Shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the share transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of Shareholders, such date in any case to be not more than seventy (70) days and, in case of a meeting of Shareholders, not less than ten (10) days prior to the date on which the particular action, requiring such determination of Shareholders, is to be taken. If the share transfer books are not closed and no record date is fixed for the determination of Shareholders entitled to notice of or to vote at a meeting of Shareholders, or Shareholders entitled to receive payment of a distribution, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof unless the meeting is adjourned to a date more than one hundred twenty

(120) days after the date fixed for the original meeting, in which case the Board of Directors shall make a new determination as provided in this section.

G. VOTING RECORD.

1. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days before such meeting of Shareholders, a complete record of the Shareholders entitled to vote at such meeting of Shareholders or any adjournment thereof, arranged by voting groups and within each voting group by class or series of shares, in alphabetical order within each class or series, with the address of and the number of shares held by each Shareholder in each class or series. For a period beginning the earlier of ten (10) days before the meeting for which the record was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting, the record shall be kept on file at the Principal Office of the Corporation or at a place identified in the notice of the meeting in the city where the meeting will be held, whether within or outside of the State of Colorado, and shall be subject to inspection by any Shareholder upon written demand at any time during usual business hours. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Shareholder during the whole time of the meeting for the purposes thereof.

2. The original stock transfer books shall be the prima facie evidence as to who are the Shareholders entitled to examine the record or transfer books or to vote at any meeting of Shareholders.

H. QUORUM.

1. A majority of the votes entitled to be cast on the matter by a voting group, represented in person or by proxy, constitutes a quorum of that voting group for action on that matter. If no specific voting group is designated in the Articles of Incorporation or under the Colorado Business Corporation Act for a particular matter, all outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a voting group. In the absence of a quorum at any such meeting, a majority of the shares so represented may adjourn the meeting from time to time for a period not to exceed one hundred twenty (120) days without further notice. However, if the adjournment is for more than one hundred twenty (12) days, or if after the adjournment a new record date is fixed for

the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at the meeting.

2. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Shareholders whose absence would cause there to be less than a quorum.

I. MANNER OF ACTING. If a quorum is present, an action is approved if the votes cast favoring the action exceed the votes cast within the voting group opposing the action and such action shall be the act of the Shareholders, unless the vote of a greater proportion or number or voting by groups is otherwise required by the Colorado Business Corporation Act, the Articles of Incorporation, or these Bylaws.

J. PROXIES.

1. At all meetings of Shareholders, a Shareholder may vote by proxy by signing an appointment form or similar writing, either personally or by his or her duly authorized attorney-in-fact. A Shareholder may also appoint a proxy by transmitting or authorizing the transmission of a telegram, teletype, or other electronic transmission providing a written statement of the appointment to the proxy, a proxy solicitor, proxy support service organization, or other person duly authorized by the proxy to receive appointments as agent for the proxy or to the Corporation. The transmitted appointment shall set forth or be transmitted with written evidence from which it can be determined that the Shareholder transmitted or authorized the transmission of the appointment. The proxy appointment form or similar writing shall be filed with the Secretary of the Corporation and is valid for eleven (11) months unless a different period is expressly provided in the appointment form or similar writing.

2. Any complete copy, including an electronically transmitted facsimile, of an appointment of a proxy may be substituted for or used in lieu of the original appointment for any purpose for which the original appointment could be used.

3. Revocation of a proxy does not affect the right of the Corporation to accept the proxy's authority unless (i) the Corporation had notice that the appointment was

coupled with an interest and notice that such interest is extinguished is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment, or (ii) other notice of the revocation of the appointment is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. Other notice of revocation may, in the discretion of the corporation, be deemed to include the appearance at a Shareholder's meeting of the Shareholder who granted the proxy and his or her voting in person on any matter subject to a vote at such meeting.

4. The death or incapacity of the Shareholder appointing a proxy does not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

5. The Corporation shall not be required to recognize an appointment made irrevocable if it has received a writing revoking the appointment signed by the Shareholder (including a Shareholder who is a successor to the Shareholder who granted the proxy) either personally or by his or her attorney-in-fact, notwithstanding that the revocation may be a breach of an obligation of the Shareholder to another person not to revoke the appointment.

K. VOTING OF SHARES. Unless otherwise provided by these Bylaws or the Articles of Incorporation, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of Shareholders, and each fractional share shall be entitled to a corresponding fractional vote on each such matter. Only shares are entitled to vote.

L. VOTING OF SHARES BY CERTAIN SHAREHOLDERS.

1. If the name on a vote, consent, waiver, proxy appointment, or proxy appointment revocation corresponds to the name of a Shareholder, the Corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and give it effect as the act of the Shareholder.

2. If the name signed on a vote, consent, waiver, proxy appointment or proxy appointment revocation does not correspond to the name of a Shareholder, the Corporation, if acting in good faith, is nevertheless entitled to accept the vote, consent,

waiver, proxy appointment or proxy appointment revocation and to give it effect as the act of the Shareholder if:

a. The Shareholder is an entity and the name signed purports to be that of an officer or agent of the entity;

b. The name signed purports to be that of an administrator, executor, guardian or conservator representing the Shareholder and, if the Corporation requests, evidence of fiduciary status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

c. The name signed purports to be that of a receiver or trustee in bankruptcy of the Shareholder and, if the Corporation requests, evidence of this status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

d. The name signed purports to be that of a pledgee, beneficial owner or attorney-in-fact of the Shareholder and, if the Corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the Shareholder has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

e. Two (2) or more persons are the Shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one (1) of the co-tenants or fiduciaries, and the person signing appears to be acting on behalf of all the co-tenants or fiduciaries; or

f. The acceptance of the vote, consent, waiver, proxy appointment or proxy appointment revocation is otherwise proper under rules established by the Corporation that are not inconsistent with this Section 2.L.

3. The Corporation is entitled to reject a vote, consent, waiver, proxy appointment or proxy appointment revocation if the Secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Shareholder.

4. Neither the Corporation nor any of its directors, officers, employees, or agents who accepts or rejects a vote, consent, waiver, proxy appointment or proxy appointment revocation in good faith and in accordance with the standards of this Section is liable in damages for the consequences of the acceptance or rejection.

5. Redeemable shares are not entitled to be voted after notice of redemption is mailed to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company or other financial institution under an irrevocable obligation to pay the holders of the redemption price on surrender of the shares.

M. ACTION BY SHAREHOLDERS WITHOUT A MEETING.

1. Unless the Articles of Incorporation or these Bylaws provide otherwise, action required or permitted to be taken at a meeting of Shareholders may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Shareholder entitled to vote and delivered to the Secretary of the Corporation for inclusion in the minutes or for filing with the corporate records. Action taken under this Section is effective when all Shareholders entitled to vote have signed the consent, unless the consent specifies a different effective date.

2. Any such writing may be received by the Corporation by electronically transmitted facsimile or other form of wire or wireless communication providing the Corporation with a complete copy thereof, including a copy of the signature thereto. The Shareholder so transmitting such a writing shall furnish an original of such writing to the Corporation for the permanent record of the Corporation, but the failure of the Corporation to receive or record such original writing shall not affect the action so taken.

3. The record date for determining Shareholders entitled to take action without a meeting shall be the date the written consent is first received by the Corporation.

N. VOTING BY BALLOT. Voting on any question or in any election may be by voice vote unless the presiding Officer shall order or any Shareholder shall demand that voting be by ballot.

O. NO CUMULATIVE VOTING. No Shareholder shall be permitted to cumulate his or her votes.

P. WAIVER OF NOTICE.

1. When any notice is required to be given to any Shareholder, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

2. The attendance of a Shareholder at any meeting shall constitute a waiver of notice, waiver of objection to defective notice of such meeting, or a waiver of objection to the consideration of a particular matter at the Shareholder meeting unless the Shareholder, at the beginning of the meeting, objects to the holding of the meeting, the transaction of business at the meeting, or the consideration of a particular matter at the time it is presented at the meeting.

Q. NO PARTICIPATION BY ELECTRONIC MEANS. Shareholders must be present in person or proxy at any Annual or Special Shareholder's meetings, and shall not be permitted to participate in such a meeting by telephone conference or similar communications.

ARTICLE III
BOARD OF DIRECTORS

A. GENERAL POWERS. The business and affairs of the Corporation shall be managed by its Board of Directors.

B. PERFORMANCE OF DUTIES. A Director of the Corporation shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs 1., 2., and 3 of this Section 3.B.; but he or she shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his or her other duties shall not have any liability by reason of being or having been a Director of the Corporation. Those persons and groups on whose information, opinions, reports, and statements a Director is entitled to rely are:

1. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

2. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence; or

3. A committee of the Board upon which he or she does not serve, duly designated in accordance with the provision of the Articles of Incorporation or the Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

C. NUMBER, TENURE AND QUALIFICATIONS.

1. The number of Directors of the Corporation shall be fixed from time to time by resolution of the Board of Directors, but in no instance shall there be less than one Director. Each Director shall hold office until the next Annual Meeting of Shareholders or until his or her successor shall have been elected and qualified. Directors need not be residents of the State of Colorado or Shareholders of the Corporation.

2. There shall be a Chairman of the Board, who has been elected from among the Directors. He or she shall preside at all meetings of the Stockholders and of the Board of Directors.

D. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the Annual Meeting of Shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Colorado, for the holding of additional regular meetings without other notice than such resolution.

E. SPECIAL MEETINGS. Special Meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix at any place, either within or without the State of Colorado, as the place for holding any Special Meeting of the Board of Directors called by them.

F. **NOTICE.** Written notice of any Special Meeting of Directors shall be given as follows:

1. By mail to each Director at his business address at least two (2) days prior to the meeting; or

2. By personal delivery, facsimile or telegram at least twenty-four (24) hours prior to the meeting to the business address of each Director, or in the event such notice is given on a Saturday, Sunday or holiday, to the residence address of each Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when a confirmation of the transmission of the facsimile has been received by the sender. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

3. Any Director may waive notice of any meeting.

4. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5. Neither the business to be transacted at, nor the purpose of, any regular or Special Meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6. When any notice is required to be given to a Director, a waiver thereof in writing signed by such Director, whether before, at or after the time stated therein, shall constitute the giving of such notice.

G. **QUORUM.** A majority of the number of Directors fixed by or pursuant to Section 3.B. of this Article III, or if no such number is fixed, a majority of the number of Directors in office immediately before the meeting begins, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

H. MANNER OF ACTING. Except as otherwise required by law or by the Articles of Incorporation, the affirmative vote of the majority of the Director present at a meeting at which a quorum is present shall be the act of the Board of Directors.

I. INFORMAL ACTION BY DIRECTORS OR COMMITTEE MEMBERS. Unless the Articles of Incorporation or these Bylaws provide otherwise, any action required or permitted to be taken at a meeting of the Board of Directors or any committee designated by said Board may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Director or committee member, and delivered to the Secretary for inclusion in the minutes or for filing with the corporate records. Action taken under this section is effective when all Directors or committee members have signed the consent, unless the consent specifies a different effective date. Such consent has the same force and effect as an unanimous vote of the Directors or committee members and may be stated as such in any document.

J. PARTICIPATION BY ELECTRONIC MEANS. Any members of the Board of Directors or any committee designated by such Board may participate in a meeting of the Board of Directors or committee by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

K. VACANCIES.

1. Any vacancy on the Board of Directors may be filled by the affirmative vote of a majority of the Shareholders or the Board of Directors. If the Directors remaining in office constitute fewer than a quorum of the Board, the Directors may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office.

2. If elected by the Directors, the Director shall hold office until the next annual Shareholders' meeting at which Directors are elected. If elected by the Shareholders, the Director shall hold office for the unexpired term of his or her predecessor in office; except that, if the Director's predecessor was elected by the Directors to fill a vacancy, the Director elected by the Shareholders shall hold the office for the unexpired term of the last predecessor elected by the Shareholders.

3. If the vacant office was held by a Director elected by a voting group of Shareholders, only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the Shareholders, and, 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 the Directors.

L. RESIGNATION. Any Director of the Corporation may resign at any time by giving written notice to the Secretary of the Corporation. The resignation of any Director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more Directors shall resign from the Board, effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

M. REMOVAL. Subject to any limitations contained in the Articles of Incorporation, any Director or Directors of the Corporation may be removed at any time, with or without cause, in the manner provided in the Colorado Business Corporation Act.

N. COMMITTEES. By resolution adopted by a majority of the Board of Directors, the Directors may designate two (2) or more Directors to constitute a committee, any of which shall have such authority in the management of the Corporation as the Board of Directors shall designate and as shall be prescribed by the Colorado Business Corporation Act and Article XI of these Bylaws.

O. COMPENSATION. By resolution of the Board of Directors and irrespective of any personal interest of any of the Members, or the Board of Directors, each Director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

P. PRESUMPTION OF ASSENT.

1. A Director of the Corporation who is present at a meeting of the Board of Directors or committee of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

a. the Director objects at the beginning of the meeting, or promptly upon his or her arrival, to the holding of the meeting or the transaction of 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 its adjournment or by the Corporation promptly after the adjournment of the meeting. A Director may dissent to a specific action at a meeting, while assenting to others. The right to dissent to a specific action taken at a meeting of the Board of Directors or a committee of the Board shall not be available to a Director who voted in favor of such action.

ARTICLE IV **OFFICERS**

A. **NUMBER**. The officers of the Corporation shall be a President, a Secretary, and a Treasurer, each of whom must be a natural person who is eighteen (18) years or older and shall be elected by the Board of Directors. Such other officers and assistants officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person.

B. **ELECTION AND TERM OF OFFICE**. The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as practicable. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his or her death or until he shall resign or shall have been removed in the manner hereinafter provided.

C. **REMOVAL AND RESIGNATION**.

1. Any officer or agent may be removed by the Board of Directors at any time, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

2. An officer or agent may resign at any time by giving written notice of resignation to the Secretary of the Corporation. The resignation is effective when notice is received by the Corporation unless the notice specifies a later effective date.

D. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

E. PRESIDENT. The President shall be the Chief Executive Officer of the Corporation and, subject to the control of the Board of Directors, shall, in general, supervise and control all of the business and affairs of the Corporation. He or she shall, when present, and in the absence of a Chair of the Board, preside at all meetings of the Shareholders and of the Board of Directors. He or she may sign, with the Secretary or any other proper officer of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

F. VICE PRESIDENT. If elected or appointed by the Board of Directors, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall, in the absence of the President or in the event of his or her death, inability or refusal to act, perform all duties of the President, and when so acting, shall have all the powers of and be subject all the restrictions upon the President. Any Vice President may sign, with the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certificates for shares of the Corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

G. SECRETARY. The Secretary shall:

1. Prepare and maintain as permanent records the minutes of the proceedings of the Shareholders and the Board of Directors, a record of all actions taken by the Shareholders or Board of Directors without a meeting, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation, and a record of all waivers of notice and meetings of Shareholders and of the Board of Directors or any committee thereof.

2. Ensure that all notices are duly given in accordance with the provisions of these Bylaws and as required by law.

3. Serve as custodian of the corporate records and of the seal of the Corporation and affix the seal to all documents when authorized by the Board of Directors.

4. Keep at the Corporation's registered office or principal place of business a record containing the names and addresses of all Shareholders in a form that permits preparation of a list of Shareholders arranged by voting group and by class or series of shares within each voting group, that is alphabetical within each class or series held by, each Shareholder, unless such a record shall be kept at the office of the Corporation's transfer agent or registrar.

5. Maintain at the Corporation's principal office the originals or copies of the Corporation's Articles of Incorporation, Bylaws, Minutes of all Shareholders' meetings and records of all action taken by Shareholders without a meeting for the past three years, all written communications within the past three (3) years to Shareholders as a group or the holders of any class or series of shares as a group, a list of the names and business addresses of the current directors and officers, a copy of the Corporation's most recent corporate report filed with the Secretary of State, and financial statements showing in reasonable detail the Corporation's assets and liabilities and results of operations for the last three (3) years.

6. Have general charge of the stock transfer books of the Corporation, unless the Corporation has a transfer agent.

7. Authenticate records of the Corporation.

8. In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of the Board of Directors. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary. The Directors and/or Shareholders may however respectively designate a person other than the Secretary or Assistant Secretary to keep the Minutes of their respective meetings.

9. Any books, records, or minutes of the Corporation may be in written form or in any form capable of being converted into written form within a reasonable time.

H. TREASURER. The Treasurer shall:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation.

2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V. of these Bylaws.

3. In general, perform all of the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

I. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The Assistant Secretaries, when authorized by the Board of Directors, may sign with the Chair or Vice Chair of the Board of Directors or the President or a Vice President certificates for shares of the Corporation, the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

J. BONDS. If the Board of Directors, by resolution shall so require, any officer or agent of the Corporation shall give bond to the Corporation in such amount and with such surety as the Board of Directors may deem sufficient, conditioned upon the faithful performance of their respective duties and offices.

K. **SALARIES**. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

ARTICLE V
CONTRACTS, LOANS, CHECKS AND DEPOSITS

A. **CONTRACTS**. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

B. **LOANS**. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

C. **CHECKS, DRAFTS, ETC.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

D. **DEPOSITS**. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
**SHARES, CERTIFICATES FOR SHARES AND
TRANSFER OFF SHARES**

A. **REGULATION**. The Board of Directors may make such rules and regulations as it may deem appropriate concerning the issuance, transfer and registration of certificates for shares of the Corporation, including the appointment of transfer agents and registrars.

B. **SHARES WITHOUT CERTIFICATES**.

1. Unless otherwise provided by the Articles of Incorporation or these Bylaws, the Board of Directors may authorize the issuance of any of its classes or series of

shares without certificates. Such authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation.

2. Within a reasonable time following the issue or transfer of shares without certificates, the Corporation shall send the Shareholder a complete written statement of the information required on certificates by the Colorado Business Corporation Act.

C. CERTIFICATES FOR SHARES.

1. If shares of the Corporation are represented by certificates, the certificates shall be respectively numbered serially for each class of shares, or series thereof, as they are issued, shall be impressed with the corporate seal or a facsimile thereof, and shall be signed by the Chair or Vice Chair of the Board of Directors or by the President or a Vice President and by the Treasurer or an Assistant Treasurer or by the Secretary or an Assistant Secretary; provided that such signatures may be facsimile if the certificates countersigned by a transfer agent, or registered by a registrar other than the Corporation itself or its employee. Each certificate shall state the name of the Corporation, the fact that the Corporation is organized or incorporated under the laws of the State of Colorado, the name of the person to whom issued, the date of issue, the class (or series of any class), and the number of shares represented thereby. A statement of the designations, preferences, qualifications, limitations, restrictions and special or relative rights of the shares of each class shall be set forth in full or summarized on the face or back of the certificates which the Corporation shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any Shareholder upon request without charge. Each certificate shall be otherwise in such form as may be prescribed by the Board of Directors and as shall conform to the rules of any stock exchange on which the shares may be listed.

2. The Corporation shall not issue certificates representing fractional shares and shall not be obligated to make any transfers creating a fractional interest in a share of stock. The Corporation may, but shall not be obligated to, issue scrip in lieu of any fractional shares, such scrip to have terms and conditions specified by the Board of Directors.

D. CANCELLATION OF CERTIFICATES. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificates shall be issued in lieu thereof until the former certificate for a like number of shares shall have been surrendered and canceled, except as herein provided with respect to lost, stolen or destroyed certificates.

E. LOST, STOLEN OR DESTROYED CERTIFICATES. Any Shareholder claiming that his certificate for shares is lost, stolen or destroyed may make an affidavit or affirmation of that fact and lodge the same with the Secretary of the Corporation, accompanied by a signed application for a new certificate. Thereupon, and upon giving of a satisfactory bond of indemnity to the Corporation not exceeding an amount double the value of the shares as represented by such certificate (the necessity for such bond and the amount required to be determined by the President and Treasurer of the Corporation), a new certificate may be issued of the same tenor and representing the same number, class and series of shares as were represented by the certificate alleged to be lost, stolen or destroyed.

F. TRANSFER OF SHARES. Subject to the terms of any Shareholder agreement relating to the transfer of shares or other transfer restrictions contained in the Articles of Incorporation or authorized therein, shares of the Corporation shall be transferable on the books of the Corporation by the holder thereof in person or by his duly authorized attorney, upon the surrender and cancellation of a certificate or certificates for a like number of shares. Upon presentation and surrender of a certificate for shares properly endorsed and payment of all taxes therefor, the transferee shall be entitled to a new certificate or certificates in lieu thereof. As against the Corporation, a transfer of shares can be made only on the books of the Corporation and in the manner hereinabove provided, and the Corporation shall be entitled to treat the holder of record of any share as the owner thereof and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not is shall have express or other notice thereof, save as expressly provided by the statutes of the State of Colorado.

ARTICLE VII
FISCAL YEAR

The fiscal year of the Corporation shall end on the last day of December in each calendar year.

ARTICLE VIII
DISTRIBUTIONS

The Board of Directors may from time to time declare, and the Corporation may pay, distributions on its outstanding shares in the manner and upon the terms and conditions provided by the Colorado Business Corporation Act and its Articles of Incorporation.

ARTICLE IX
CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "CORPORATE SEAL."

ARTICLE X
AMENDMENTS

The Board of Directors shall have power, to the maximum extent permitted by the Colorado Business Corporation Act, to make, amend and repeal the Bylaws of the Corporation at any regular or special meeting of the Board unless the Shareholders, in making, amending, or repealing a particular Bylaw, expressly provide that the Directors may not amend or repeal such Bylaw. The Shareholders also shall have the power to make, amend or repeal the Bylaws of the Corporation at any annual meeting or at any special meeting called for that purpose.

ARTICLE XI
EXECUTIVE COMMITTEE

A. **APPOINTMENT.** The Board of Directors by resolution adopted by a majority of the full Board, may designate two (2) or more of its members to constitute an Executive Committee. The designation of such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

B. **AUTHORITY.** The Executive Committee, when the Board of Directors is not in session, shall have and may exercise all of the authority of the Board of Directors except to the extent, if any, that such authority shall be limited by the resolution appointing the Executive Committee and except also that the Executive Committee shall not have the authority of the Board of Directors in reference to authorizing distributions, filling vacancies on the Board of Directors, authorizing reacquisition of shares, authorizing and determining rights for shares, amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the Shareholders the sale, lease or other disposition of all or substantially all of the property and assets of the Corporation otherwise than in the usual

and regular course of its business, recommending to the Shareholders a voluntary dissolution of the Corporation or a revocation thereof, or amending the Bylaws of the Corporation.

C. TENURE AND QUALIFICATIONS. Each member of the Executive Committee shall hold office until the next regular annual meeting of the Board of Directors following his or her designation and until his or her successor is designated as a member of the Executive Committee and is elected and qualified.

D. MEETINGS. Regular meetings of the Executive Committee may be held without notice at such time and places as the Executive Committee may fix from time to time by resolution. Special meetings of the Executive Committee may be called by any member thereof upon not less than one day's notice stating the place, date and hour of the meeting, which notice may be written or oral, and if mailed, shall be deemed to be delivered when deposited in the United States mail addressed to the member of the Executive Committee at his or her business address. Any member of the Executive Committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends in person. The notice of a meeting of the Executive Committee need not state the business proposed to be transacted at the meeting.

E. QUORUM. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of the Executive Committee must be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

F. INFORMAL ACTION BY EXECUTIVE COMMITTEE. Any action required or permitted to be taken by the Executive Committee at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Executive Committee entitled to vote with respect to the subject matter thereof.

G. VACANCIES. Any vacancy in the Executive Committee may be filled by a resolution adopted by a majority of the full Board of Directors.

H. RESIGNATIONS AND REMOVAL. Any member of the Executive Committee may be removed at any time with or without cause by resolution adopted by a majority of the full Board of Directors. Any member of the Executive Committee may resign

from the Executive Committee at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

I. **PROCEDURE**. The Executive Committee shall elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these Bylaws. It shall keep regular minutes of its proceedings and report the same to the Board of Directors for its information at the meeting thereof held next after the proceedings shall have been taken.

ARTICLE XII **EMERGENCY BYLAWS**

A. The Emergency Bylaws provided in this Article XII shall be operative during any emergency in the conduct of the business of the Corporation resulting from a catastrophic event that prevents the normal functioning of the offices of the Corporation, notwithstanding any different provision in the preceding articles of the Bylaws or in the Articles of Incorporation of the Corporation or in the Colorado Business Corporation Act. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

B. During any such emergency:

1. A meeting of the Board of Directors may be called by any officer or director of the Corporation. Notice of the time and place of the meeting shall be given by the person calling the meeting to such of the Directors as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

2. At any such meeting of the Board of Directors, a quorum shall consist of the number of Directors in attendance at such meeting.

3. The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the principal office or designate several alternative principal offices, or authorize the officers to do so.

4. The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

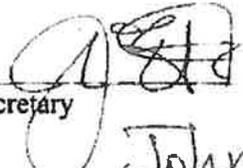
5. No officer, director or employee acting in accordance with these Emergency Bylaws shall be liable except for willful misconduct.

6. These Emergency Bylaws shall be subject to repeal or change by further action of the Board of Directors or by action of the Shareholders, but no such repeal or change shall modify the provisions of the next preceding paragraph with regard to action taken prior to the time of such repeal or change. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

CERTIFICATE

I hereby certify that the foregoing Bylaws, consisting of twenty-five (25) pages, including this page, constitute the Bylaws of JE TAVERN, Inc., adopted by the Board of Directors of the Corporation as of June 8, 2015.

Secretary


John D. S.

LEASE

THIS LEASE, dated June 15, 2015, is between The Lodge Casino, LLC

the Landlord, and JE Tavern, Inc. the Tenant.

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the premises situate in the City of Black Hawk County of Gilpin, State of Colorado, described as follows:

240 Main Street, Black Hawk, Colorado 80422

S 7 T 35 R 72W MINE MILL SITE #30 - CT (AKA. DESC 261/7 & 549/263) MINE: PROPERTY ADDRESS #32 - CT (LESS PT DEEDED FOR HWY DESC 214/76 & STRIP LYING WITHIN AKA. MANION STRIP DESC 214/64) M S #31 AKA. BULLS HEAD CORP M S #32 AKA. U S GOLD MINING CO MINE: MILL SITE #34 - CT (AKA. OLD GREGORY PT DESC 395/003 & LESS PT DESC 6-DW/1 AKA. PCL #11, Sub: BLACK HAWK / JACOBS FILING #1 2nd AMENDMENT

Legal Description

Said premises, with the appurtenances, are to be leased to the Tenant from June 15, 2015

Date

until July 14, 2020, at and for a rental of \$ 1000.00, payable in monthly

Date

installments of \$ 80.50, in advance, on or before the 1st day of each and every month during the term of this lease at the office of the Landlord or as the Landlord may direct in writing. The Tenant further covenants with the Landlord that Tenant has received said premises in good order and condition, and at the expiration of the term of this lease will yield up said premises to the Landlord in as good order and condition as when the same were entered upon by the Tenant, loss by fire, inevitable accident and ordinary wear excepted, and will keep said premises in good repair during said term at Tenant's own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained. Tenant will not use nor permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or the ordinances of the city or town in which the premises is located.

IT IS MUTUALLY AGREED that if, after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then the Tenant shall be regarded as a tenant from month to month at a monthly rental payable in advance equivalent to the last month's rent hereunder, and subject to all the terms and provisions of this lease.

IT IS FURTHER MUTUALLY AGREED that in case said premises are left vacant and any part of the rent herein reserved be unpaid, then the Landlord may, without in any wise being obligated to do so and without terminating this lease, re-take possession of said premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS AGREED that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after Landlord has given written notice pursuant to applicable law, Landlord may, at 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; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, 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.

*Insert "City and" where applicable

This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the address immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on the parties, their personal representatives, successors and assigns. The singular shall be deemed to include the plural.

Additional provisions:

Insurance Coverage. The Lodge Casino, LLC will carry appropriate general liability and liquor liability insurance to JE Tavern, Inc. as a condition of this Lease Agreement and shall pay all costs and expenses associated with the insurance coverage.

Landlord The Lodge Casino, LLC

Tenant JE Tavern, Inc.

Address: 240 Main Street, Black Hawk, CO 80422

Address: 240 Main Street, Black Hawk, CO 80422

[Handwritten Signature]
7/1/15
John East

GUARANTEE

For value received, I guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease.

Dated: _____

ASSIGNMENT AND ACCEPTANCE

For value received _____, assignor, assigns all right, title and interest in and to the within lease to _____ assignee, the heirs, successors and assigns of the assignee, with the express understanding and agreement that the assignor shall remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in the lease by the Tenant. The assignor will pay the rent and fully perform the covenants and agreements in case the assignee fails to do so. In consideration of this assignment, the assignee assumes and agrees to make all the payments and perform all the covenants and agreements contained in the lease, agreed to by the Tenant.

Dated: _____

CONSENT OF ASSIGNMENT

Consent to the assignment of the within lease to _____ is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned, and that no further assignment of said lease or sub-letting of the premises, or any part thereof, shall be made without further written agreement.

Dated _____

This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the address immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on the parties, their personal representatives, successors and assigns. The singular shall be deemed to include the plural.

Additional provisions:

Insurance Coverage. The Lodge Casino, LLC will carry appropriate general liability and liquor liability insurance to JE Tavern, Inc. as a condition of this Lease Agreement and shall pay all costs and expenses associated with the insurance coverage.

Landlord: The Lodge Casino, LLC

Tenant: JE Tavern, Inc.

Stanley Polzano
EX. V.P. JACOBI ENTERTAINMENT

Address: 240 Main Street, Black Hawk, CO 80422 Address: 240 Main Street, Black Hawk, CO 80422

GUARANTEE

For value received, I guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease.

Dated: _____

ASSIGNMENT AND ACCEPTANCE

For value received _____, assignor, assigns all right, title and interest in and to the within lease to _____, assignee, the heirs, successors and assigns of the assignee, with the express understanding and agreement that the assignor shall remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in the lease by the Tenant. The assignor will pay the rent and fully perform the covenants and agreements in case the assignee fails to do so. In consideration of this assignment, the assignee assumes and agrees to make all the payments and perform all the covenants and agreements contained in the lease, agreed to by the Tenant.

Dated: _____

CONSENT OF ASSIGNMENT

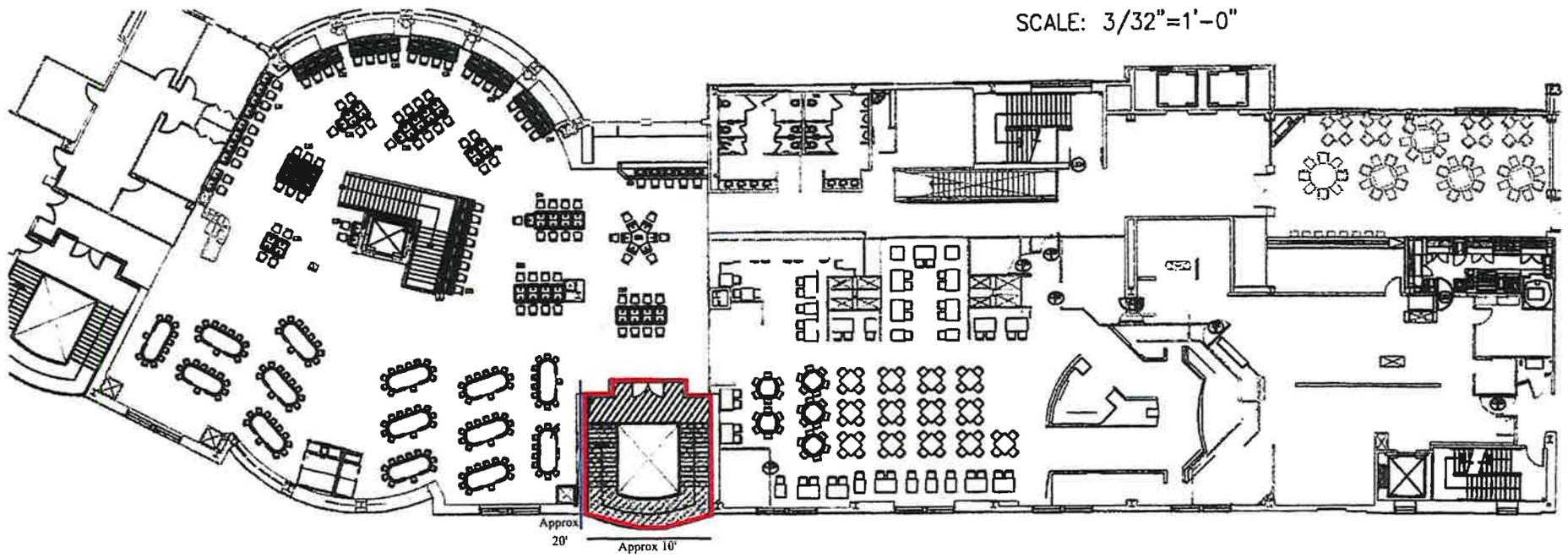
Consent to the assignment of the within lease to _____ is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned, and that no further assignment of said lease or sub-letting of the premises, or any part thereof, shall be made without further written agreement.

Dated: _____

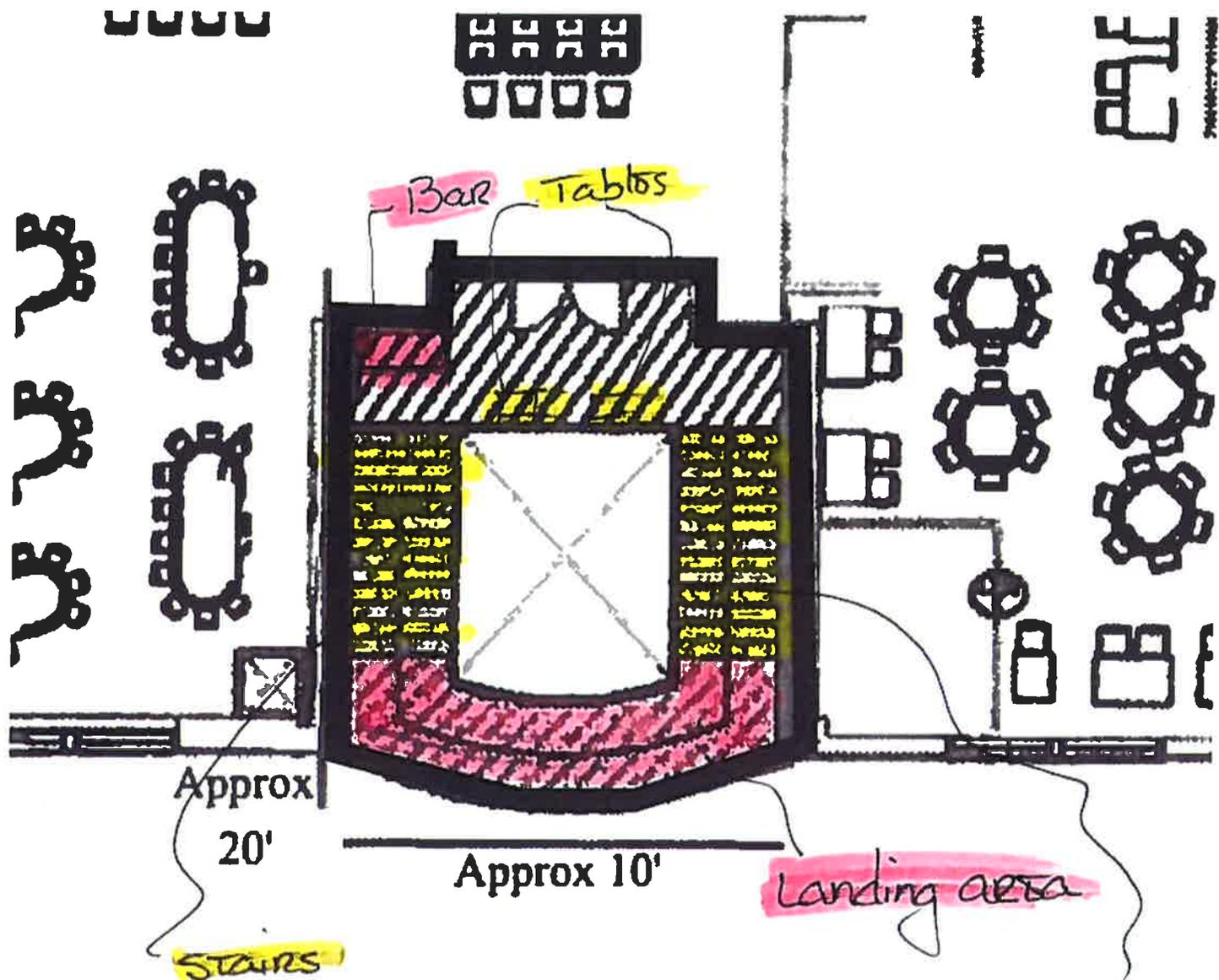
LANDLORD'S ASSIGNMENT

In consideration of One Dollar, in hand paid, I hereby assign to _____
my interest in the within lease, and the rent therein reserved.

Dated: _____



JE Tavern - Licensed Premises
The Lodge Level 2
240 Main Street
Black Hawk, CO 80422
*Measurements are approximate



JE Tavern - Licensed Premises

The Lodge: Level 2

240 Main Street

Black Hawk, CO 80422

*Measurements are approximate



Second Floor:
Area to be licensed

**Local Liquor Authority
Consideration of the
Certification of a Promotional
Association and Common
Consumption Area for The
Lodge Association, Inc., 240
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 Lodge Association, Inc.

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 Lodge Association, Inc.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The second Promotional Association/Common Consumption Area Certification application was received by the Clerk's office on July 22, 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 Lodge Association, Inc. 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: August 12, 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 A. 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: August 4, 2015
Re: Promotional Association/Common Consumption Area Certification Request from the Lodge Association Inc.

The purpose of this memorandum is to provide recommendations on the Lodge Association Inc. 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 application submitted by the Horse Shoe Gilpin Inc. with some minor variations:

Recommendation: Approve the hours of the Common Consumption Area for 24 hours a day, seven days a week instead of the proposed hours giving the Lodge the ability to adjust hours as needed without the requirement to notify the City Clerk.

Reason: The proposed hours of operation by the Lodge essentially creates 24 hour alcohol service by adding the 2:00 a.m. 7:00 a.m. time period, but making the change formally to 24 hours will be consistent with other common consumption areas in Black Hawk and make it easier for law enforcement to monitor common consumption areas.

Recommendation: The Lodge has included signage in their proposal indicating liquor cannot leave the premise, but additional signage should be added to educate 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. A cursory review of police

calls related to Gilpin's extended alcohol service hasn't shown an increase in call load, but that could change in the future. We will review call load statistics at the Lodge and Gilpin individually and then review city-wide calls over the next several months.

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 Lodge 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.

RECEIVED

JUL 22 2015

City of Black Hawk
Clerk's Office



BLACK HAWK®

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

Date Submitted 7/22/15

PROMOTIONAL ASSOCIATION/Common Consumption Area Certification Request

Promotional Association Name (exactly as it appears on incorporation documentation):	
The Lodge Association Inc.	
Description of Common Consumption Area Boundaries: (attach map)	
Attached as Exhibit A	
Mailing Address of Promotional Association:	
PO Box 50, Black Hawk CO 80422	
President of the Promotional Association:	
Stan Politano, Director/Treasurer;	
Phone Number:	E-mail Address:
303-215-5202	spolitano@bhwk.com

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

X \$100 for Initial Application Fee

X \$100 for attachment of a Licensed Premises by a Certified Promotional Association

Ex. B Copy of the Articles of Incorporation and Bylaws

Ex. C List of all Directors and Officers of the Promotional Association

Ex. 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.

Ex. 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 pg. 3 List of dates and hours of operation of the Common Consumption Area

Ex E. Documentation showing possession of the Common Consumption Area by the Promotional Association

Ex. 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

Ex. 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)

Ex. 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**

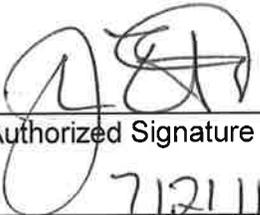
Please mark below which days and hours the Common Consumption Area will be open and operational:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
January	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
February	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
March	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
April	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
May	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
June	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
July	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
August	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
September	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
October	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
November	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
December	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a

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

7/21/15

Date

Co-DIRECTOR

Title
Lodge ASSOCIATION
INC

Report and Approval of the Local Liquor Licensing Authority

Chairman of Liquor Licensing Authority

City Clerk

Date

Date

Exhibit A

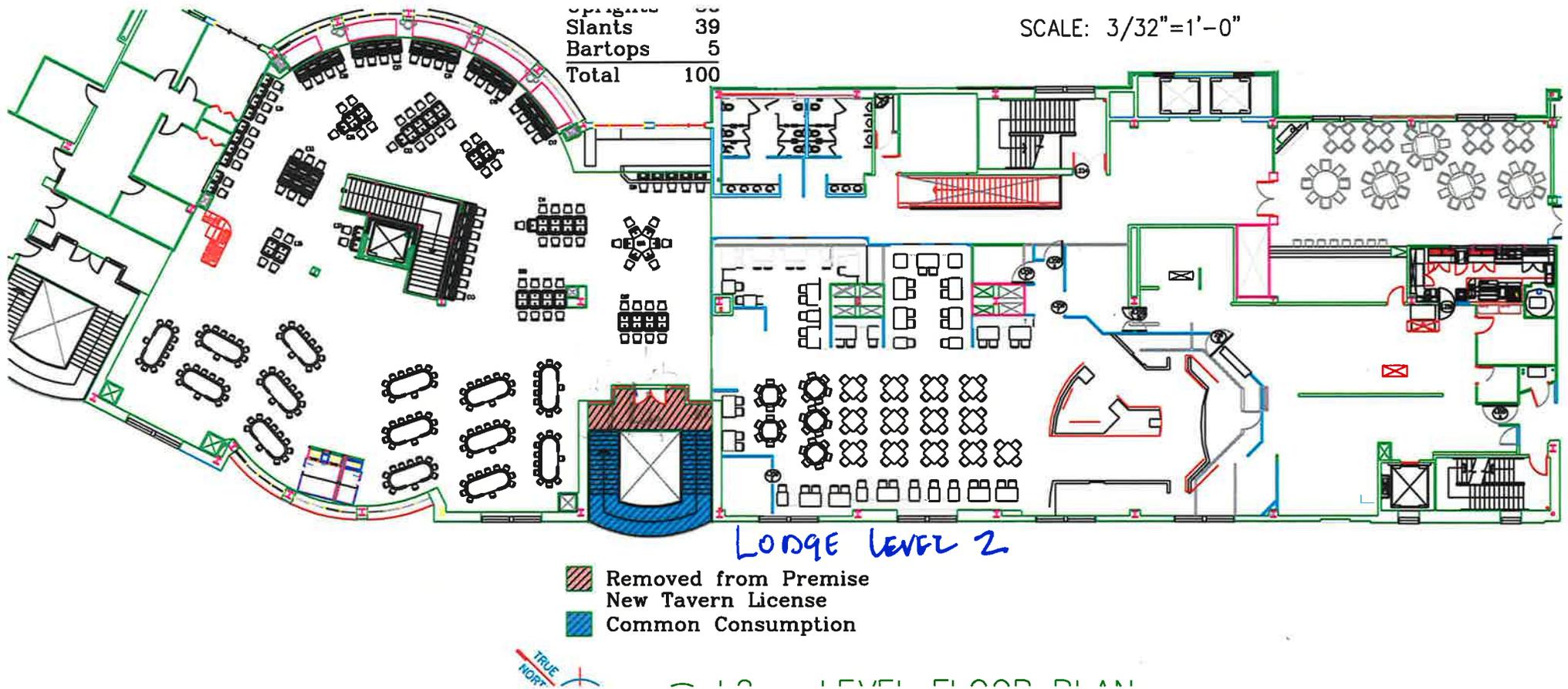


Exhibit A



JE TAVERN



Common Consumption

Exhibit B



Colorado Secretary of State
Date and Time: 06/05/2015 10:27 AM
ID Number: 20151376069

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: 20151376069
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

The Lodge 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

240 Main Street

(Street number and name)

Black Hawk

(City)

CO

(State)

80422

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

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)

Dill

(Last)

Robert

(First)

A

(Middle)

(Suffix)

or

(if an entity)

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

Street address

Dill Dill Carr Stonbraker&Hutchings

(Street number and name)

455 Sherman St, Ste 300

Denver

(City)

CO

(State)

80203

(ZIP/Postal Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

CO

(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) Politano Stan
(Last) (First) (Middle) (Suffix)

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

Mailing address 240 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

Overton Michele
(Last) (First) (Middle) (Suffix)
Dill Dill Carr Stonbraker&Hutchings
(Street number and name or Post Office Box information)
455 Sherman St, Ste 300
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 B



Colorado Secretary of State
Date and Time: 06/05/2015 03:01 PM
ID Number: 20151376069

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: 20151376850
Amount Paid: \$10.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Change Changing the Principal Office Address

filed pursuant to § 7-90-305.5 and § 7-90-705 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number and the entity name, or, if the entity does not have an entity name, the true name are

Entity ID number 20151376069
(Colorado Secretary of State ID number)
Entity name or True name The Lodge Association, Inc.

2. The entity's principal office address has changed.

Such address, as changed, is

Street address 240 Main Street
(Street number and name)

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

Mailing address PO Box 50
(leave blank if same as street address) (Street number and name or Post Office Box information)

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

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

This document contains additional information as provided by law.

4. *(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 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 such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in

conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such 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 identified in this document as one who has caused it to be delivered.

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

Overton	Michele		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
Dill Dill Carr Stonbraker & Hutchings			
<small>(Street number and name or Post Office Box information)</small>			
455 Sherman St, Ste 300			
Denver	CO	80203	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
	United States		
<small>(Province - if applicable)</small>	<small>(Country)</small>		

(If applicable, adopt the following 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:

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Exhibit B

**BYLAWS
OF
THE LODGE ASSOCIATION, INC.
(A Promotional Association Formed Pursuant to 12-47-301 C.R.S. and Black Hawk
Ordinance No. §6-531 *et seq*)**

**ARTICLE I
OFFICES**

A. **PRINCIPAL OFFICE.** The Principal office of the Corporation in the State of Colorado shall be located in the City of Black Hawk, County of Gilpin. The Corporation may have such other offices, either within or outside of the State of Colorado as the Board of Directors may designate, or as the business of the Corporation may require from time to time.

B. **REGISTERED OFFICE.** The Registered Office of the Corporation, required by the Colorado Business Corporation Act to be maintained in the State of Colorado, may be, but need not be, identical with the Principal Office in the State of Colorado, and the address of the Registered Office may be changed from time to time by the Board of Directors.

C. **PURPOSE.** The Purpose of this Promotional Association is to promote entertainment activities in a Common Consumption Area in the City of Black Hawk and within the Entertainment District as defined by the City of Black Hawk in §6-531. The Promotional Association will provide, in addition to articles of incorporation and by-laws identifying the directors and officers of the Promotional Association, the following information: a) A detailed map of the proposed Common Consumption Area including the size of the Common Consumption Area as defined by §6-535 of the Ordinances of the City of Black Hawk; b) A Security Plan identifying the location of various security personnel; c) The dates and hours of operation of the Common Consumption Area; d) Documentation showing possession of the area to be used for common consumption by the Promotional Association; e) A list of attached liquor licensees forming the Promotional Association; f) Proof of general and liquor liability insurance, naming the City of Black Hawk as an additional insured; and g) Documentation concerning the reasonable requirements of the neighborhood and desires of the inhabitants for the Promotional Association Common Consumption Area. The Promotional Association will operate the Premises known as Common Consumption Areas in conformance with Ordinance §6-538 of the Black Hawk City Code.

ARTICLE II **SHAREHOLDERS**

A. ANNUAL MEETING.

1. The Annual Meeting of the Shareholders shall be held on the 1st day of July in each year, commencing with the year 2015, at the hour of 9:00 a.m., or at such other time on such other day as shall be fixed by the Board of Directors, for the of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the Annual Meeting shall be a legal holiday in the State of Colorado, such meeting shall be held on the next succeeding business day. If the election of Directors shall not be held on the day designated herein for any annual meeting of the Shareholders, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Shareholders as soon thereafter as may be convenient.

2. A Shareholder may apply to the district court in the county in Colorado where the Corporation's Principal Office is located or, if the Corporation has no principal office in Colorado, to the district court of the county in which the Corporation's Registered Office is located, to seek an order that a Shareholder meeting be held (i) if an annual meeting was not held within six (6) months after the close of the Corporation's most recently ended fiscal year or fifteen (15) months after its last Annual Meeting, whichever is earlier, or (ii) if the Shareholder participated in a proper call or, if proper demand for a special meeting and notice of the special meeting was not given within thirty (30) days after the date of the call, or the date the last of the demands necessary to require calling of the meeting was received by the Corporation pursuant to C.R..S, § 7-107-102(1)(b), or the special meeting was not held in accordance with the notice.

B. SPECIAL MEETINGS. Special Meetings of the Shareholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President upon the receipt of one or more written demands for a Special Meeting, stating the purpose or purposes for which it is to be held, signed and dated by the holders of shares representing at least ten percent (10%) of all the votes entitled to be cast on any issue proposed to be considered at the meeting.

C. PLACE OF MEETINGS. The Board of Directors may designate any place, either within or outside of the State of Colorado, as the place of meeting for any Annual Meeting or for any Special Meeting called by the Board of Directors. If no designation is

made, or if a Special Meeting be otherwise called, the place of meeting shall be the Principal Office of the Corporation in the State of Colorado.

D. NOTICE OF MEETINGS.

1. Written notice stating the place, day and hour of the meeting of Shareholders and, in case of a Special Meeting, the purpose or purposes for which the meeting is called, shall, unless otherwise prescribed by statute, be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer or other person calling the meeting, to each Shareholder of record entitled to vote at such meeting; provided, however, that if the number of authorized shares is to be increased, at least thirty (30) days' notice shall be given.

2. Notice of a Special Meeting shall include a description of the purpose or purposes of the meeting. Notice of an Annual Meeting need not include a description of the purpose or purposes of the meeting except the purpose or purposes shall be stated with respect to (i) an amendment to the Articles of Incorporation of the Corporation, (ii) a merger or share exchange in which the Corporation is a party, and, with respect to a share exchange, in which the Corporation's shares will be acquired, (iii) a sale, lease, exchange or other disposition, other than in the usual and regular course of business, of all or substantially all the property of the Corporation or of another entity which this Corporation controls, in each case with or without the goodwill, (iv) a dissolution of the Corporation, or (v) any other purpose for which a statement of purpose is required by the Colorado Business Corporation Act.

3. Notice shall be given personally or by mail, private carrier, telegraph, teletype, electronically transmitted facsimile or other form of wire or wireless communication by or at the direction of the President, the Secretary, or the officer or persons calling the meeting, to each Shareholder of record entitled to vote at such meeting. If mailed and if in a comprehensible form, such notice shall be deemed to be given and effective when deposited in the United States mail, addressed to the Shareholder at his address as it appears in the Corporation's current record of Shareholders, with postage prepaid. If notice is given other than by mail, and provided that such notice is in a comprehensible form, the notice is given and effective on the date received by the Shareholder.

4. If requested by the person or persons lawfully calling such meeting, the notice shall be given at corporate expense.

5. When a meeting is adjourned to another date, time or place, notice need not be given of the new date, time or place if the new, date, time or place of such meeting is announced before adjournment at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which may have been transacted at the original meeting. If the adjournment is for more than one hundred twenty (120) days, or if a new record date is fixed for the adjourned meeting, a new notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at the meeting as of the new record date.

6. A Shareholder may waive notice of a meeting before or after the time and date of the meeting by a writing signed by each Shareholder. Such waiver shall be delivered to the Corporation for filing with the corporate records. Further, by attending a meeting either in person or by proxy, a Shareholder waives objection to lack of notice or defective notice of the meeting unless the Shareholder objects at the beginning of the meeting to the holding of the meeting or the transaction of business at the meeting because of lack of notice or defective notice. By attending the meeting, the Shareholder also waives any objection to consideration in the meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Shareholder objects to considering the matter when it is presented.

7. No notice need be sent to any Shareholder if three (3) successive notices mailed to the last known address of such Shareholder have been returned as undeliverable until such time as another address for such Shareholder is made known to the Corporation by such Shareholder. In order to be entitled to receive notice of any meeting, a Shareholder shall advise the Corporation in writing of any change in such Shareholder's mailing address as shown on the Corporation's books and records.

E. MEETING OF ALL SHAREHOLDERS. If all of the Shareholders shall meet at any time and place, either within or outside of the State of Colorado, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.

F. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of Shareholders or any adjournment thereof, or Shareholders entitled to receive payment of any distribution, or in order to make a determination of Shareholders for any other purpose, the Board of Directors of the Corporation may provide that the share transfer books shall be closed for a stated period but not to exceed, in any case, seventy (70) days. If the share transfer books shall be closed for the purpose of determining Shareholders, entitled to notice of or to vote at a meeting of Shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the share transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of Shareholders, such date in any case to be not more than seventy (70) days and, in case of a meeting of Shareholders, not less than ten (10) days prior to the date on which the particular action, requiring such determination of Shareholders, is to be taken. If the share transfer books are not closed and no record date is fixed for the determination of Shareholders entitled to notice of or to vote at a meeting of Shareholders, or Shareholders entitled to receive payment of a distribution, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Shareholders. When a determination of Shareholders entitled to vote at any meeting of Shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof unless the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting, in which case the Board of Directors shall make a new determination as provided in this section.

G. VOTING RECORD.

1. The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days before such meeting of Shareholders, a complete record of the Shareholders entitled to vote at such meeting of Shareholders or any adjournment thereof, arranged by voting groups and within each voting group by class or series of shares, in alphabetical order within each class or series, with the address of and the number of shares held by each Shareholder in each class or series. For a period beginning the earlier of ten (10) days before the meeting for which the record was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting, the record shall be kept on file at the Principal Office of the Corporation or at a place identified in the notice of the meeting in the city where the meeting will be held, whether within or

outside of the State of Colorado, and shall be subject to inspection by any Shareholder upon written demand at any time during usual business hours. Such record shall be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Shareholder during the whole time of the meeting for the purposes thereof.

2. The original stock transfer books shall be the prima facie evidence as to who are the Shareholders entitled to examine the record or transfer books or to vote at any meeting of Shareholders.

H. QUORUM.

1. A majority of the votes entitled to be cast on the matter by a voting group, represented in person or by proxy, constitutes a quorum of that voting group for action on that matter. If no specific voting group is designated in the Articles of Incorporation or under the Colorado Business Corporation Act for a particular matter, all outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a voting group. In the absence of a quorum at any such meeting, a majority of the shares so represented may adjourn the meeting from time to time for a period not to exceed one hundred twenty (120) days without further notice. However, if the adjournment is for more than one hundred twenty (12) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Shareholder of record entitled to vote at the meeting.

2. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of that number of Shareholders whose absence would cause there to be less than a quorum.

I. MANNER OF ACTING. If a quorum is present, an action is approved if the votes cast favoring the action exceed the votes cast within the voting group opposing the action and such action shall be the act of the Shareholders, unless the vote of a greater proportion or number or voting by groups is otherwise required by the Colorado Business Corporation Act, the Articles of Incorporation, or these Bylaws.

J. PROXIES.

1. At all meetings of Shareholders, a Shareholder may vote by proxy by signing an appointment form or similar writing, either personally or by his or her duly authorized attorney-in-fact. A Shareholder may also appoint a proxy by transmitting or authorizing the transmission of a telegram, teletype, or other electronic transmission providing a written statement of the appointment to the proxy, a proxy solicitor, proxy support service organization, or other person duly authorized by the proxy to receive appointments as agent for the proxy or to the Corporation. The transmitted appointment shall set forth or be transmitted with written evidence from which it can be determined that the Shareholder transmitted or authorized the transmission of the appointment. The proxy appointment form or similar writing shall be filed with the Secretary of the Corporation and is valid for eleven (11) months unless a different period is expressly provided in the appointment form or similar writing.

2. Any complete copy, including an electronically transmitted facsimile, of an appointment of a proxy may be substituted for or used in lieu of the original appointment for any purpose for which the original appointment could be used.

3. Revocation of a proxy does not affect the right of the Corporation to accept the proxy's authority unless (i) the Corporation had notice that the appointment was coupled with an interest and notice that such interest is extinguished is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment, or (ii) other notice of the revocation of the appointment is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. Other notice of revocation may, in the discretion of the corporation, be deemed to include the appearance at a Shareholder's meeting of the Shareholder who granted the proxy and his or her voting in person on any matter subject to a vote at such meeting.

4. The death or incapacity of the Shareholder appointing a proxy does not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment.

5. The Corporation shall not be required to recognize an appointment made irrevocable if it has received a writing revoking the appointment signed by the Shareholder (including a Shareholder who is a successor to the Shareholder who granted the proxy) either

personally or by his or her attorney-in-fact, notwithstanding that the revocation may be a breach of an obligation of the Shareholder to another person not to revoke the appointment.

K. VOTING OF SHARES. Unless otherwise provided by these Bylaws or the Articles of Incorporation, each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of Shareholders, and each fractional share shall be entitled to a corresponding fractional vote on each such matter. Only shares are entitled to vote.

L. VOTING OF SHARES BY CERTAIN SHAREHOLDERS.

1. If the name on a vote, consent, waiver, proxy appointment, or proxy appointment revocation corresponds to the name of a Shareholder, the Corporation, if acting in good faith, is entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and give it effect as the act of the Shareholder.

2. If the name signed on a vote, consent, waiver, proxy appointment or proxy appointment revocation does not correspond to the name of a Shareholder, the Corporation, if acting in good faith, is nevertheless entitled to accept the vote, consent, waiver, proxy appointment or proxy appointment revocation and to give it effect as the act of the Shareholder if:

a. The Shareholder is an entity and the name signed purports to be that of an officer or agent of the entity;

b. The name signed purports to be that of an administrator, executor, guardian or conservator representing the Shareholder and, if the Corporation requests, evidence of fiduciary status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

c. The name signed purports to be that of a receiver or trustee in bankruptcy of the Shareholder and, if the Corporation requests, evidence of this status acceptable to the Corporation has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

d. The name signed purports to be that of a pledgee, beneficial owner or attorney-in-fact of the Shareholder and, if the Corporation requests, evidence acceptable to the corporation of the signatory's authority to sign for the Shareholder has been presented with respect to the vote, consent, waiver, proxy appointment or proxy appointment revocation;

e. Two (2) or more persons are the Shareholder as co-tenants or fiduciaries and the name signed purports to be the name of at least one (1) of the co-tenants or fiduciaries, and the person signing appears to be acting on behalf of all the co-tenants or fiduciaries; or

f. The acceptance of the vote, consent, waiver, proxy appointment or proxy appointment revocation is otherwise proper under rules established by the Corporation that are not inconsistent with this Section 2.L.

3. The Corporation is entitled to reject a vote, consent, waiver, proxy appointment or proxy appointment revocation if the Secretary or other officer or agent authorized to tabulate votes, acting in good faith, has reasonable basis for doubt about the validity of the signature on it or about the signatory's authority to sign for the Shareholder.

4. Neither the Corporation nor any of its directors, officers, employees, or agents who accepts or rejects a vote, consent, waiver, proxy appointment or proxy appointment revocation in good faith and in accordance with the standards of this Section is liable in damages for the consequences of the acceptance or rejection.

5. Redeemable shares are not entitled to be voted after notice of redemption is mailed to the holders and a sum sufficient to redeem the shares has been deposited with a bank, trust company or other financial institution under an irrevocable obligation to pay the holders of the redemption price on surrender of the shares.

M. ACTION BY SHAREHOLDERS WITHOUT A MEETING.

1. Unless the Articles of Incorporation or these Bylaws provide otherwise, action required or permitted to be taken at a meeting of Shareholders may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Shareholder entitled to vote and delivered to the Secretary of the

Corporation for inclusion in the minutes or for filing with the corporate records. Action taken under this Section is effective when all Shareholders entitled to vote have signed the consent, unless the consent specifies a different effective date.

2. Any such writing may be received by the Corporation by electronically transmitted facsimile or other form of wire or wireless communication providing the Corporation with a complete copy thereof, including a copy of the signature thereto. The Shareholder so transmitting such a writing shall furnish an original of such writing to the Corporation for the permanent record of the Corporation, but the failure of the Corporation to receive or record such original writing shall not affect the action so taken.

3. The record date for determining Shareholders entitled to take action without a meeting shall be the date the written consent is first received by the Corporation.

N. VOTING BY BALLOT. Voting on any question or in any election may be by voice vote unless the presiding Officer shall order or any Shareholder shall demand that voting be by ballot.

O. NO CUMULATIVE VOTING. No Shareholder shall be permitted to cumulate his or her votes.

P. WAIVER OF NOTICE.

1. When any notice is required to be given to any Shareholder, a waiver thereof in writing signed by the person entitled to such notice, whether before, at or after the time stated therein, shall be equivalent to the giving of such notice.

2. The attendance of a Shareholder at any meeting shall constitute a waiver of notice, waiver of objection to defective notice of such meeting, or a waiver of objection to the consideration of a particular matter at the Shareholder meeting unless the Shareholder, at the beginning of the meeting, objects to the holding of the meeting, the transaction of business at the meeting, or the consideration of a particular matter at the time it is presented at the meeting.

Q. NO PARTICIPATION BY ELECTRONIC MEANS. Shareholders must be present in person or proxy at any Annual or Special Shareholder's meetings, and shall not be

permitted to participate in such a meeting by telephone conference or similar communications.

ARTICLE III **BOARD OF DIRECTORS**

A. **GENERAL POWERS.** The business and affairs of the Corporation shall be managed by its Board of Directors.

B. **PERFORMANCE OF DUTIES.** A Director of the Corporation shall perform his or her duties as a Director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by persons and groups listed in paragraphs 1., 2., and 3 of this Section 3.B.; but he or she shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A person who so performs his or her other duties shall not have any liability by reason of being or having been a Director of the Corporation. Those persons and groups on whose information, opinions, reports, and statements a Director is entitled to rely are:

1. One or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

2. Legal counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such persons' professional or expert competence; or

3. A committee of the Board upon which he or she does not serve, duly designated in accordance with the provision of the Articles of Incorporation or the Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

C. **NUMBER, TENURE AND QUALIFICATIONS.**

1. The number of Directors of the Corporation shall be fixed from time to time by resolution of the Board of Directors, but in no instance shall there be less than one Director. Each Director shall hold office until the next Annual Meeting of Shareholders or until his or her successor shall have been elected and qualified. Directors need not be residents of the State of Colorado or Shareholders of the Corporation.

2. There shall be a Chairman of the Board, who has been elected from among the Directors. He or she shall preside at all meetings of the Stockholders and of the Board of Directors.

D. REGULAR MEETINGS. A regular meeting of the Board of Directors shall be held without other notice than this Bylaw immediately after, and at the same place as, the Annual Meeting of Shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Colorado, for the holding of additional regular meetings without other notice than such resolution.

E. SPECIAL MEETINGS. Special Meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix at any place, either within or without the State of Colorado, as the place for holding any Special Meeting of the Board of Directors called by them.

F. NOTICE. Written notice of any Special Meeting of Directors shall be given as follows:

1. By mail to each Director at his business address at least two (2) days prior to the meeting; or

2. By personal delivery, facsimile or telegram at least twenty-four (24) hours prior to the meeting to the business address of each Director, or in the event such notice is given on a Saturday, Sunday or holiday, to the residence address of each Director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when a confirmation of the transmission of the facsimile has been received by the sender. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

3. Any Director may waive notice of any meeting.

4. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting , except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

5. Neither the business to be transacted at, nor the purpose of, any regular or Special Meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

6. When any notice is required to be given to a Director, a waiver thereof in writing signed by such Director, whether before, at or after the time stated therein, shall constitute the giving of such notice.

G. QUORUM. A majority of the number of Directors fixed by or pursuant to Section 3.B. of this Article III, or if no such number is fixed, a majority of the number of Directors in office immediately before the meeting begins, shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

H. MANNER OF ACTING. Except as otherwise required by law or by the Articles of Incorporation, the affirmative vote of the majority of the Director present at a meeting at which a quorum is present shall be the act of the Board of Directors.

I. INFORMAL ACTION BY DIRECTORS OR COMMITTEE MEMBERS. Unless the Articles of Incorporation or these Bylaws provide otherwise, any action required or permitted to be taken at a meeting of the Board of Directors or any committee designated by said Board may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by each Director or committee member, and delivered to the Secretary for inclusion in the minutes or for filing with the corporate records. Action taken under this section is effective when all Directors or committee members have signed the consent, unless the consent specifies a different effective date. Such consent has the same force and effect as an unanimous vote of the Directors or committee members and may be stated as such in any document.

J. PARTICIPATION BY ELECTRONIC MEANS. Any members of the Board of Directors or any committee designated by such Board may participate in a meeting of the Board of Directors or committee by means of telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

K. VACANCIES.

1. Any vacancy on the Board of Directors may be filled by the affirmative vote of a majority of the Shareholders or the Board of Directors. If the Directors remaining in office constitute fewer than a quorum of the Board, the Directors may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office.

2. If elected by the Directors, the Director shall hold office until the next annual Shareholders' meeting at which Directors are elected. If elected by the Shareholders, the Director shall hold office for the unexpired term of his or her predecessor in office; except that, if the Director's predecessor was elected by the Directors to fill a vacancy, the Director elected by the Shareholders shall hold the office for the unexpired term of the last predecessor elected by the Shareholders.

3. If the vacant office was held by a Director elected by a voting group of Shareholders, only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the Shareholders, and, 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 the Directors.

L. RESIGNATION. Any Director of the Corporation may resign at any time by giving written notice to the Secretary of the Corporation. The resignation of any Director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. When one or more Directors shall resign from the Board, effective at a future date, a majority of the Directors then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

M. REMOVAL. Subject to any limitations contained in the Articles of Incorporation, any Director or Directors of the Corporation may be removed at any time, with or without cause, in the manner provided in the Colorado Business Corporation Act.

N. COMMITTEES. By resolution adopted by a majority of the Board of Directors, the Directors may designate two (2) or more Directors to constitute a committee, any of which shall have such authority in the management of the Corporation as the Board of Directors shall designate and as shall be prescribed by the Colorado Business Corporation Act and Article XI of these Bylaws.

O. COMPENSATION. By resolution of the Board of Directors and irrespective of any personal interest of any of the Members, or the Board of Directors, each Director may be paid his or her expenses, if any, of attendance at each meeting of the Board of Directors, and may be paid a stated salary as Director or a fixed sum for attendance at each meeting of the Board of Directors or both. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

P. PRESUMPTION OF ASSENT.

1. A Director of the Corporation who is present at a meeting of the Board of Directors or committee of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless:

a. the Director objects at the beginning of the meeting, or promptly upon his or her arrival, to the holding of the meeting or the transaction of 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 its adjournment or by the Corporation promptly after the adjournment of the meeting. A Director may dissent to a specific action at a meeting, while assenting to others. The right to dissent to a specific action taken at a meeting of the Board of Directors or a committee of the Board shall not be available to a Director who voted in favor of such action.

ARTICLE IV
OFFICERS

A. **NUMBER.** The officers of the Corporation shall be a President, a Secretary, and a Treasurer, each of whom must be a natural person who is eighteen (18) years or older and shall be elected by the Board of Directors. Such other officers and assistants officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two (2) or more offices may be held by the same person.

B. **ELECTION AND TERM OF OFFICE.** The officers of the Corporation to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after the annual meeting of the Shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as practicable. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his or her death or until he shall resign or shall have been removed in the manner hereinafter provided.

C. **REMOVAL AND RESIGNATION.**

1. Any officer or agent may be removed by the Board of Directors at any time, with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

2. An officer or agent may resign at any time by giving written notice of resignation to the Secretary of the Corporation. The resignation is effective when notice is received by the Corporation unless the notice specifies a later effective date.

D. **VACANCIES.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

E. **PRESIDENT.** The President shall be the Chief Executive Officer of the Corporation and, subject to the control of the Board of Directors, shall, in general, supervise and control all of the business and affairs of the Corporation. He or she shall, when present, and in the absence of a Chair of the Board, preside at all meetings of the Shareholders and of the Board of Directors. He or she may sign, with the Secretary or any other proper officer

of the Corporation thereunto authorized by the Board of Directors, certificates for shares of the Corporation and deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

F. VICE PRESIDENT. If elected or appointed by the Board of Directors, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall, in the absence of the President or in the event of his or her death, inability or refusal to act, perform all duties of the President, and when so acting, shall have all the powers of and be subject all the restrictions upon the President. Any Vice President may sign, with the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, certificates for shares of the Corporation; and shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

G. SECRETARY. The Secretary shall:

1. Prepare and maintain as permanent records the minutes of the proceedings of the Shareholders and the Board of Directors, a record of all actions taken by the Shareholders or Board of Directors without a meeting, a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation, and a record of all waivers of notice and meetings of Shareholders and of the Board of Directors or any committee thereof.

2. Ensure that all notices are duly given in accordance with the provisions of these Bylaws and as required by law.

3. Serve as custodian of the corporate records and of the seal of the Corporation and affix the seal to all documents when authorized by the Board of Directors.

4. Keep at the Corporation's registered office or principal place of business a record containing the names and addresses of all Shareholders in a form that permits

preparation of a list of Shareholders arranged by voting group and by class or series of shares within each voting group, that is alphabetical within each class or series held by, each Shareholder, unless such a record shall be kept at the office of the Corporation's transfer agent or registrar.

5. Maintain at the Corporation's principal office the originals or copies of the Corporation's Articles of Incorporation, Bylaws, Minutes of all Shareholders' meetings and records of all action taken by Shareholders without a meeting for the past three years, all written communications within the past three (3) years to Shareholders as a group or the holders of any class or series of shares as a group, a list of the names and business addresses of the current directors and officers, a copy of the Corporation's most recent corporate report filed with the Secretary of State, and financial statements showing in reasonable detail the Corporation's assets and liabilities and results of operations for the last three (3) years.

6. Have general charge of the stock transfer books of the Corporation, unless the Corporation has a transfer agent.

7. Authenticate records of the Corporation.

8. In general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of the Board of Directors. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary. The Directors and/or Shareholders may however respectively designate a person other than the Secretary or Assistant Secretary to keep the Minutes of their respective meetings.

9. Any books, records, or minutes of the Corporation may be in written form or in any form capable of being converted into written form within a reasonable time.

H. TREASURER. The Treasurer shall:

1. Have charge and custody of and be responsible for all funds and securities of the Corporation.

2. Receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the

Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article V. of these Bylaws.

3. In general, perform all of the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

I. ASSISTANT SECRETARIES AND ASSISTANT TREASURERS. The Assistant Secretaries, when authorized by the Board of Directors, may sign with the Chair or Vice Chair of the Board of Directors or the President or a Vice President certificates for shares of the Corporation, the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

J. BONDS. If the Board of Directors, by resolution shall so require, any officer or agent of the Corporation shall give bond to the Corporation in such amount and with such surety as the Board of Directors may deem sufficient, conditioned upon the faithful performance of their respective duties and offices.

K. SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Corporation.

ARTICLE V **CONTRACTS, LOANS, CHECKS AND DEPOSITS**

A. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

B. LOANS. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authorization may be general or confined to specific instances.

C. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

D. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE VI
SHARES, CERTIFICATES FOR SHARES AND
TRANSFER OF SHARES

A. REGULATION. The Board of Directors may make such rules and regulations as it may deem appropriate concerning the issuance, transfer and registration of certificates for shares of the Corporation, including the appointment of transfer agents and registrars.

B. SHARES WITHOUT CERTIFICATES.

1. Unless otherwise provided by the Articles of Incorporation or these Bylaws, the Board of Directors may authorize the issuance of any of its classes or series of shares without certificates. Such authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation.

2. Within a reasonable time following the issue or transfer of shares without certificates, the Corporation shall send the Shareholder a complete written statement of the information required on certificates by the Colorado Business Corporation Act.

C. CERTIFICATES FOR SHARES.

1. If shares of the Corporation are represented by certificates, the certificates shall be respectively numbered serially for each class of shares, or series thereof, as they are issued, shall be impressed with the corporate seal or a facsimile thereof, and shall be signed by the Chair or Vice Chair of the Board of Directors or by the President or a Vice President and by the Treasurer or an Assistant Treasurer or by the Secretary or an Assistant Secretary; provided that such signatures may be facsimile if the certificates countersigned by a transfer agent, or registered by a registrar other than the Corporation itself or its

employee. Each certificate shall state the name of the Corporation, the fact that the Corporation is organized or incorporated under the laws of the State of Colorado, the name of the person to whom issued, the date of issue, the class (or series of any class), and the number of shares represented thereby. A statement of the designations, preferences, qualifications, limitations, restrictions and special or relative rights of the shares of each class shall be set forth in full or summarized on the face or back of the certificates which the Corporation shall issue, or in lieu thereof, the certificate may set forth that such a statement or summary will be furnished to any Shareholder upon request without charge. Each certificate shall be otherwise in such form as may be prescribed by the Board of Directors and as shall conform to the rules of any stock exchange on which the shares may be listed.

2. The Corporation shall not issue certificates representing fractional shares and shall not be obligated to make any transfers creating a fractional interest in a share of stock. The Corporation may, but shall not be obligated to, issue scrip in lieu of any fractional shares, such scrip to have terms and conditions specified by the Board of Directors.

D. CANCELLATION OF CERTIFICATES. All certificates surrendered to the Corporation for transfer shall be canceled and no new certificates shall be issued in lieu thereof until the former certificate for a like number of shares shall have been surrendered and canceled, except as herein provided with respect to lost, stolen or destroyed certificates.

E. LOST, STOLEN OR DESTROYED CERTIFICATES. Any Shareholder claiming that his certificate for shares is lost, stolen or destroyed may make an affidavit or affirmation of that fact and lodge the same with the Secretary of the Corporation, accompanied by a signed application for a new certificate. Thereupon, and upon giving of a satisfactory bond of indemnity to the Corporation not exceeding an amount double the value of the shares as represented by such certificate (the necessity for such bond and the amount required to be determined by the President and Treasurer of the Corporation), a new certificate may be issued of the same tenor and representing the same number, class and series of shares as were represented by the certificate alleged to be lost, stolen or destroyed.

F. TRANSFER OF SHARES. Subject to the terms of any Shareholder agreement relating to the transfer of shares or other transfer restrictions contained in the Articles of Incorporation or authorized therein, shares of the Corporation shall be transferable on the books of the Corporation by the holder thereof in person or by his duly authorized attorney, upon the surrender and cancellation of a certificate or certificates for a like number of shares.

Upon presentation and surrender of a certificate for shares properly endorsed and payment of all taxes therefor, the transferee shall be entitled to a new certificate or certificates in lieu thereof. As against the Corporation, a transfer of shares can be made only on the books of the Corporation and in the manner hereinabove provided, and the Corporation shall be entitled to treat the holder of record of any share as the owner thereof and shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person, whether or not is shall have express or other notice thereof, save as expressly provided by the statutes of the State of Colorado.

ARTICLE VII
FISCAL YEAR

The fiscal year of the Corporation shall end on the last day of December in each calendar year.

ARTICLE VIII
DISTRIBUTIONS

The Board of Directors may from time to time declare, and the Corporation may pay, distributions on its outstanding shares in the manner and upon the terms and conditions provided by the Colorado Business Corporation Act and its Articles of Incorporation.

ARTICLE IX
CORPORATE SEAL

The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation and the state of incorporation and the words "CORPORATE SEAL."

ARTICLE X
AMENDMENTS

The Board of Directors shall have power, to the maximum extent permitted by the Colorado Business Corporation Act, to make, amend and repeal the Bylaws of the Corporation at any regular or special meeting of the Board unless the Shareholders, in making, amending, or repealing a particular Bylaw, expressly provide that the Directors may not amend or repeal such Bylaw. The Shareholders also shall have the power to make,

amend or repeal the Bylaws of the Corporation at any annual meeting or at any special meeting called for that purpose.

ARTICLE XI **EXECUTIVE COMMITTEE**

A. **APPOINTMENT.** The Board of Directors by resolution adopted by a majority of the full Board, may designate two (2) or more of its members to constitute an Executive Committee. The designation of such Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any member thereof, of any responsibility imposed by law.

B. **AUTHORITY.** The Executive Committee, when the Board of Directors is not in session, shall have and may exercise all of the authority of the Board of Directors except to the extent, if any, that such authority shall be limited by the resolution appointing the Executive Committee and except also that the Executive Committee shall not have the authority of the Board of Directors in reference to authorizing distributions, filling vacancies on the Board of Directors, authorizing reacquisition of shares, authorizing and determining rights for shares, amending the Articles of Incorporation, adopting a plan of merger or consolidation, recommending to the Shareholders the sale, lease or other disposition of all or substantially all of the property and assets of the Corporation otherwise than in the usual and regular course of its business, recommending to the Shareholders a voluntary dissolution of the Corporation or a revocation thereof, or amending the Bylaws of the Corporation.

C. **TENURE AND QUALIFICATIONS.** Each member of the Executive Committee shall hold office until the next regular annual meeting of the Board of Directors following his or her designation and until his or her successor is designated as a member of the Executive Committee and is elected and qualified.

D. **MEETINGS.** Regular meetings of the Executive Committee may be held without notice at such time and places as the Executive Committee may fix from time to time by resolution. Special meetings of the Executive Committee may be called by any member thereof upon not less than one day's notice stating the place, date and hour of the meeting, which notice may be written or oral, and if mailed, shall be deemed to be delivered when deposited in the United States mail addressed to the member of the Executive Committee at his or her business address. Any member of the Executive Committee may waive notice of any meeting and no notice of any meeting need be given to any member thereof who attends

in person. The notice of a meeting of the Executive Committee need not state the business proposed to be transacted at the meeting.

E. QUORUM. A majority of the members of the Executive Committee shall constitute a quorum for the transaction of business at any meeting thereof, and action of the Executive Committee must be authorized by the affirmative vote of a majority of the members present at a meeting at which a quorum is present.

F. INFORMAL ACTION BY EXECUTIVE COMMITTEE. Any action required or permitted to be taken by the Executive Committee at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members of the Executive Committee entitled to vote with respect to the subject matter thereof.

G. VACANCIES. Any vacancy in the Executive Committee may be filled by a resolution adopted by a majority of the full Board of Directors.

H. RESIGNATIONS AND REMOVAL. Any member of the Executive Committee may be removed at any time with or without cause by resolution adopted by a majority of the full Board of Directors. Any member of the Executive Committee may resign from the Executive Committee at any time by giving written notice to the President or Secretary of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

I. PROCEDURE. The Executive Committee shall elect a presiding officer from its members and may fix its own rules of procedure which shall not be inconsistent with these Bylaws. It shall keep regular minutes of its proceedings and report the same to the Board of Directors for its information at the meeting thereof held next after the proceedings shall have been taken.

ARTICLE XII **EMERGENCY BYLAWS**

A. The Emergency Bylaws provided in this Article XII shall be operative during any emergency in the conduct of the business of the Corporation resulting from a catastrophic event that prevents the normal functioning of the offices of the Corporation, notwithstanding any different provision in the preceding articles of the Bylaws or in the Articles of

Incorporation of the Corporation or in the Colorado Business Corporation Act. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

B. During any such emergency:

1. A meeting of the Board of Directors may be called by any officer or director of the Corporation. Notice of the time and place of the meeting shall be given by the person calling the meeting to such of the Directors as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

2. At any such meeting of the Board of Directors, a quorum shall consist of the number of Directors in attendance at such meeting.

3. The Board of Directors, either before or during any such emergency, may, effective in the emergency, change the principal office or designate several alternative principal offices, or authorize the officers to do so.

4. The Board of Directors, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

5. No officer, director or employee acting in accordance with these Emergency Bylaws shall be liable except for willful misconduct.

6. These Emergency Bylaws shall be subject to repeal or change by further action of the Board of Directors or by action of the Shareholders, but no such repeal or change shall modify the provisions of the next preceding paragraph with regard to action taken prior to the time of such repeal or change. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

CERTIFICATE

I hereby certify that the foregoing Bylaws, consisting of twenty-five (25) pages, including this page, constitute the **Bylaws of THE LODGE ASSOCIATION, Inc.**, adopted by the Board of Directors of the Corporation as of July 1, 2015.



Secretary

Exhibit B Amended

SPECIAL MEETING
OF
THE BOARD OF DIRECTORS
OF
THE LODGE ASSOCIATION, INC. (A Promotional Association)

DATE: June 8, 2015

THE UNDERSIGNED, constituting all of the members of the Board of Directors of The Lodge Association, Inc., a Colorado corporation (the "Corporation"), in accordance with Section 7-108-202 of the Colorado Business Corporation Act, do hereby take the actions below set forth, and to evidence their waiver of any right to dissent from such actions, do hereby consent as follows:

RESOLVED: That the Articles of Incorporation of this Corporation filed with the Secretary of State on June 5, 2015, and attached hereto and incorporated by reference herein be and the same are hereby approved and accepted.

RESOLVED: That the Bylaws attached hereto and incorporated by reference herein be and the same are hereby declared to be the Bylaws of the Corporation.

RESOLVED: That the following persons be and they are hereby elected as directors and officers of the Corporation in the respective capacities set forth after their several names, the term of office of each person to be until the first annual meeting of the Board of Directors, and until their respective successors shall be elected and qualified:

STAN POLITANO

JOHN EAST

President/Director/Treasurer,
Member of the Lodge Casino
Co-Director/Secretary, and
Member of Board of Directors
of JE Tavern, Inc.

RESOLVED: That the seal of the Corporation shall consist of a circular impression bearing around the outside rim the words "The Lodge Association, Inc.," the word "Colorado," and in the center the date June 5, 2015."

RESOLVED: That the Wells Fargo Bank be and it hereby is designated as a depository of this Corporation, and that the corporate banking resolutions of said bank, attached to these Minutes and incorporated herein, be and the same are hereby unanimously adopted and approved.

RESOLVED: That the Treasurer be and is hereby authorized and directed to pay all fees and expenses incident to and necessary for the organization and qualification of the Corporation, including, without limitation, all legal and accounting fees and costs to procure proper corporate books.

RESOLVED: That the proper officer of the Corporation cause to be prepared appropriate books and records with respect to the capital stock of the Corporation, in which shall be recorded, among other things, the names and addresses of the stockholders and the number of shares held by each.

RESOLVED: That the Corporation elect to qualify as a S corporation pursuant to Sub Chapter S of the Internal Revenue Code of 1986, provided that the stockholders of the Corporation approve unanimously such election, and that the proper officer of the Corporation file all forms and undertake all action necessary to effectuate such election.

RESOLVED: That the Corporation issue the following number of shares of Common Stock to the following below named individuals upon payment, by check or in cash, to the Corporation by such individuals of the amounts of money set forth opposite his or her name:

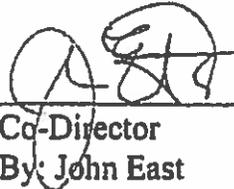
Name	No. of Shares	Consideration
The Lodge Casino, LLC	500	\$10.00
JE Tavern, Inc.	500	\$10.00

RESOLVED: That any and all actions taken or contracts entered into heretofore by a promoter, officer or director for the Corporation, either as a promoter, officer or director, as well as any and all actions taken or contracts entered into by said persons as individuals, acting for the Corporation, be and the same are hereby ratified, approved and confirmed by the Corporation, and all such contracts adopted as though said individual had at such time full power and authority to act for the Corporation and in the same manner as if each and every act had been done pursuant to the specific authorization of the Corporation.

WITNESS our signatures the day and year first above written.



President/Director/
Treasurer By:
Stan Politano



Co-Director
By: John East

Exhibit C

Lodge Association Inc. Directors

Stan Politano, Director/Treasurer of Lodge Association Inc. Representative of Jacobs Entertainment (The Lodge Casino) where he holds the position Executive Vice President

John East, Co-Director/Secretary. Representative of JE Tavern where he holds the position of President

Exhibit D

Lodge Casino and JE Tavern Security Plan

Beginning on or before August 21st pending approval, The Lodge Association Inc. Entertainment District will open a common consumption area between the hours of 2am and 7am seven days a week.

During the hours of 2am – 7am, the following additional security measures will be in effect.

- Additional cameras will be installed to monitor common consumption area.
- Additional signage will be added to doors to ensure alcohol does not leave licensed premise.
- Security staff will incorporate the Common Consumption area into their floor sweeps at least 2 times per hour.
 - Security will be able to exit through doors with duty keys as approved by the Division of Gaming.
 - While there is no security personnel stationed in the common consumption area, surveillance will be monitoring for any guest activity.
 - All casino employees will monitor that any alcohol served from one licensee is not brought on to the other property.
- All liquor from each establishment will be in clearly identifiable plastic cups with Entertainment District and licensee logo.
- All non-alcoholic drinks will be served in glassware clearly distinguishable from the cups used for alcohol service.
- Each Security and Beverage Employee of both licensees holds a current TIPS Certification. Any new employees hired at either establishment will be required to also obtain TIPS Certification. Verification of certification will be maintained by the Lodge Human Resources Department and will be made available for review upon request.

Exhibit E

Lodge

91821 03/24/1997 08:00A 8817 P192 319
1 of 2 R 11.00 D 0.00 N 0.00 Gilpin Co. Clerk & R

QUITCLAIM DEED

BLACK HAWK GAMING & DEVELOPMENT, INC., a Colorado corporation, whose principal place of business is 2060 Broadway, Suite 400, Boulder, CO 80302 ("Grantor"), for and in consideration of \$10.00 and other good and valuable consideration, has granted, bargained, sold, conveyed and quitclaimed, and by these presents does grant, bargain, sell, convey, quitclaim, and confirm unto BLACK HAWK/JACOBS ENTERTAINMENT, LLC, a Colorado limited liability company, whose address is 2060 Broadway, Suite 400, Boulder, CO 80302 ("Grantee"), its successors and assigns forever, all the real property, together with the improvements, if any, situate, lying and being in the County of Gilpin, State of Colorado (the "Property"), and described on Exhibit A attached hereto and incorporated herein.

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all of the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the Property

TO HAVE AND TO HOLD the said Property above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its Vice President, on this 13th day of March, 1997.

GRANTOR:

BLACK HAWK GAMING & DEVELOPMENT, INC.,
a Colorado corporation

By: Stanley Politano
Name: STANLEY POLITANO
Title: VICE PRESIDENT

STATE OF Colorado)
COUNTY OF Boulder) ss.

The foregoing instrument was acknowledged before me this 13th day of March 1997 by Stanley Politano as the V. President of Black Hawk Gaming & Development, Inc., a Colorado corporation, on behalf of the corporation

Witness my hand and official seal.
My Commission expires: 4-13-99



Jacklynn E. Wood
Notary Public

My Commission Expires 4/13/99

Gilpin County
State Documentary Fee
\$ none

10136

11.00

Exhibit F Supplement

Copies of The Liquor License for the Lodge Casino is attached. The application for JE Tavern is pending approval and will be provided if and when that approval is granted. This application in its entirety is based upon the approval of JE Tavern's application.

There have been no liquor violations at The Lodge Casino.

Our Bylaws of Lodge Association Inc. act as the Operating Agreement between The Lodge and JE Tavern. Also attached is the Operating Lease between the two parties.

Exhibit F

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

**LIQUOR ENFORCEMENT DIVISION
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214**

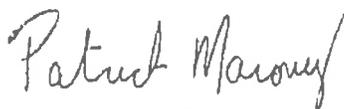
**LODGE CASINO LLC THE
dba LODGE CASINO AT BLACK HAWK THE
240 MAIN ST
BLACK HAWK CO 80422**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 14336820000	License Expires at Midnight May 14, 2016
License Type HOTEL & RESTAURANT (CITY)	
Authorized Beverages MALT, VINOUS, AND SPIRITUOUS	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 4/11/2015 gm



Division Director



Executive Director

Exhibit F Amended

LEASE

THIS LEASE, dated June 15, 2015, is between The Lodge Casino, LLC

the Landlord, and JE Tavern, Inc. the Tenant.

The Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant, the premises situate in the City of Black Hawk County of Gilpin, State of Colorado, described as follows:

240 Main Street, Black Hawk, Colorado 80422

S 7 T 35 R. 72W MINE. MILL SITE #30 - CT (AKA. DESC 241/7 & 5-2-2013) MINE. MILL SITE #32 - CT (LESS PT DEEDED FOR HWY DESC 214/76 & STRIP LYING WITHIN AKA. MANRON STRIP DESC 214/64) M 5 #31 AKA. BULLS HEAD CORP M 5 #32 AKA. U S GOLD MINING CO MINE. MILL SITE #34 - CT (AKA. OLD GREGORY PT DESC 395/30) & LESS PT DESC 61/36 (AKA. PCL #1) Subd. BLACK HAWK / JACOBS FILING #2nd AMENDMENT

Legal Description

Said premises, with the appurtenances, are to be leased to the Tenant from June 15, 2015

until July 14, 2020, at and for a rental of \$ 1000.00, payable in monthly

installments of \$ 80.50, in advance, on or before the 1st day of each and every month during the term of this lease at the office of the Landlord or as the Landlord may direct in writing. The Tenant further covenants with the Landlord that Tenant has received said premises in good order and condition, and at the expiration of the term of this lease will yield up said premises to the Landlord in as good order and condition as when the same were entered upon by the Tenant, loss by fire, inevitable accident and ordinary wear excepted, and will keep said premises in good repair during said term at Tenant's own expense.

IT IS FURTHER AGREED by the Tenant that no part of the premises will be sublet, nor will this lease be assigned, without the written consent of the Landlord being first obtained. Tenant will not use nor permit the premises to be used for any purposes prohibited by the laws of the United States or of the State of Colorado or the ordinances of the city or town in which the premises is located.

IT IS MUTUALLY AGREED that if, after the expiration of this lease, the Tenant shall remain in possession of said premises and continue to pay rent without a written agreement as to such possession, then the Tenant shall be regarded as a tenant from month to month at a monthly rental payable in advance equivalent to the last month's rent hereunder, and subject to all the terms and provisions of this lease.

IT IS FURTHER MUTUALLY AGREED that in case said premises are left vacant and any part of the rent herein reserved be unpaid, then the Landlord may, without in any wise being obligated to do so and without terminating this lease, re-take possession of said premises and rent the same for such rent and upon such conditions as the Landlord may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and the Tenant shall be liable for the balance of the rent herein reserved until the expiration of the term of this lease.

IT IS AGREED that if the Tenant shall be in arrears in the payment of any installment of rent, or any portion thereof, or in default of any of the covenants or agreements herein contained to be performed by the Tenant, which default shall be uncorrected for a period of three (3) days after Landlord has given written notice pursuant to applicable law, Landlord may, at 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; (d) pursue Landlord's lien remedies; (e) pursue breach of contract remedies; and/or (f) pursue any and all available remedies in law or equity. In the event possession is terminated by a reason of default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to the Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5), (e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the lease occur, 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.

*Insert "City and" where applicable

This lease shall be subordinate to all existing and future security interests on the premises. All notices shall be in writing and be personally delivered or sent by first class mail, unless otherwise provided by law, to the respective parties at the address immediately below their signature. If any term or provision of this lease shall be invalid or unenforceable, the remainder of this lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law. This lease shall only be modified by amendment signed by both parties. This lease shall be binding on the parties, their personal representatives, successors and assigns. The singular shall be deemed to include the plural.

Additional provisions:

Insurance Coverage: The Lodge Casino, LLC will carry appropriate general liability and liquor liability insurance to JE Tavern, Inc. as a condition of this Lease Agreement and shall pay all costs and expenses associated with the insurance coverage.

Landlord: The Lodge Casino, LLC

Tenant: JE Tavern, Inc.

Stanley Politano
EX. V.P. JACOBS ENTERTAINMENT
Address: 240 Main Street, Black Hawk, CO 80422

[Signature] 7/1/15
Address: 240 Main Street, Black Hawk, CO 80422

John East

GUARANTEE

For value received, I guarantee the payment of the rent and the performance of the covenants and agreements by the Tenant in the within lease.

Dated: _____

ASSIGNMENT AND ACCEPTANCE

For value received _____, assignor, assigns all right, title and interest in and to the within lease to _____, assignee, the heirs, successors and assigns of the assignee, with the express understanding and agreement that the assignor shall remain liable for the full payment of the rent reserved and the performance of all the covenants and agreements made in the lease by the Tenant. The assignor will pay the rent and fully perform the covenants and agreements in case the assignee fails to do so. In consideration of this assignment, the assignee assumes and agrees to make all the payments and perform all the covenants and agreements contained in the lease, agreed to by the Tenant.

Dated _____

CONSENT OF ASSIGNMENT

Consent to the assignment of the within lease to _____ is hereby given, on the express condition, however, that the assignor shall remain liable for the prompt payment of the rent and performance of the covenants on the part of the Tenant as herein mentioned, and that no further assignment of said lease or sub-letting of the premises, or any part thereof, shall be made without further written agreement.

Dated _____

LANDLORD'S ASSIGNMENT

In consideration of One Dollar, in hand paid, I hereby assign to _____
my interest in the within lease, and the rent therein reserved.

Dated: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2015

Exhibit 6

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 Flood and Peterson PO Box 578 Greeley CO 80632	CONTACT NAME: Debra Morris
	PHONE (A/C, No, Ext): (970) 506-3211 FAX (A/C, No): (970) 330-1867
	E-MAIL ADDRESS: DMorris@floodpeterson.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Insurance Co
	INSURER B: Pinnacol Assurance
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1571304319 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			P6304021R932TIA15	8/1/2015	8/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Liquor Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			P8104021R932TIA15	8/1/2015	8/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			PSMCUP4021R932TIL15	8/1/2015	8/1/2015	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4032260	8/1/2015	8/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Black Hawk is listed as an additional insured as their interests may appear (except on Workers' Compensation).

The Lodge Association, Inc., 240 Main Street, Black Hawk, CO is named as Additional Insured, as their interest may appear.

CERTIFICATE HOLDER City of Black Hawk 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 Debra Morris/DMORRI <i>Debra Morris</i>

Exhibit H

Lodge Association Inc. Reasonable Requirements and Needs Assessment

The Lodge Casino conducted an analysis of headcounts and revenues by hour comparing times when alcohol is served to times when alcohol service ceases. In headcount terms we measured headcounts at 2a and then again at 4am to determine the decrease in player count between those two times. The Lodge saw decreases in player counts of greater than 50% (55.7%) between these hours. This amounts to an average of 38 players per night that are leaving when liquor service ceases. The average value of a patron at this property is \$90/trip. Our average trip length per guest is three hours which means that each guest has a value of \$30.00 per hour. If, as a result of increased liquor service hours, we are able to extend the visit of these guests who are here at 2am the incremental revenue would be as much as \$1140 per hour (38 guests x \$30.00/hr). Extrapolating this hourly value out over the course of a year with the additional service hours that are proposed (2a to 7a seven days a week) yields an increase in gaming revenue of \$2.08 Million per year. There may be breakage to this number that reduces it but on the other hand it does not account for guests visiting the market more frequently. The Lodge Association participants intend to market this guest benefit aggressively in the general market which should lend itself to more traffic from new and returning guests.

To support our statistical analysis the Lodge Casino conducted surveys on our gaming floor in the past couple of weeks to gauge guest response to the question of whether they like the idea of extended hours of liquor service. We did hear from two guests that they didn't think it was a good idea but those guests are here primarily on day shift and frankly not the market that would be impacted by this change. The overwhelming majority of guests spoke positively about this change. Here are some of the comments we received:

"That would be awesome. People would stay longer and play longer if they could drink and play at the same time."-Belinda Dowell card # 17770

"I would stay up here longer and gamble longer if I could drink past 2am."-Jonathan Claighi card # 531897

"I think liquor service should be extended so that we can have access to alcohol while playing regardless of what time it is."-Angela Fernandez no players club card

"I would enjoy having 24 hour drinking as I would stay longer and play longer."-Ryan Roach no players club card

**Local Liquor Authority
Consideration of the
Certification of a Promotional
Association and Common
Consumption Area for The
AG Black Hawk Promotional
Association I, Inc., 300 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 AG Black Hawk Promotional Association I.

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 AG Black Hawk Promotional Association I.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The third Promotional Association/Common Consumption Area Certification application was received by the Clerk's office on August 4, 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. AG Black Hawk Promotional Association I 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: August 12, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes []No

STAFF PERSON RESPONSIBLE: Melissa Greiner, City Clerk

DOCUMENTS ATTACHED: Application Packet and staff recommendations

RECORD: []Yes [X]No

CITY ATTORNEY REVIEW: Yes N/A

SUBMITTED BY:

Melissa A. 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: August 5, 2015
Re: Promotional Association/Common Consumption Area Certification Request from Affinity Gaming

The purpose of this memorandum is to provide recommendations on the Affinity Gaming 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 casinos with some minor variations:

Recommendation: Approve the hours of the Common Consumption Area for 24 hours a day, seven days a week instead of the proposed hours giving the Lodge the ability to adjust hours as needed without the requirement to notify the City Clerk.

Reason: The proposed hours of operation by Affinity Gaming essentially creates 24 hour alcohol service by adding the 2:00 a.m. 7:00 a.m. time period, but making the change formally to 24 hours will be consistent with other common consumption areas in Black Hawk and make it easier for law enforcement to monitor common consumption areas.

Recommendation: Affinity Gaming should provide signage in their proposal indicating liquor cannot leave the premise and information to educate 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. A cursory review of police calls related to extended alcohol service at another casino hasn't shown an increase in call load, but that could change in the future. We will review call load statistics at the Golden Mardi Gras and Golden Gates casinos individually and then review city-wide calls over the next several months.

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 Affinity Gaming 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.

August 4, 2015

SENT BY FEDERAL EXPRESS

City Council of the City of Black Hawk,
acting as the Local Liquor Licensing Authority
201 Selak Street
P.O. Box 68
Black Hawk, CO 80422

- Re:
1. Request for certification as a Promotional Association ("PA")
 2. Application for Common Consumption Area ("CCA") Certification
 3. Authorization for attachment of the Golden Gates Casino and the Mardi Gras Casino to the CCA and approval of such attachment
 4. Request for approval of the Hours of Operation of the CCA and attached licensed premises

Ladies and Gentlemen:

The undersigned respectfully requests that the City of Black Hawk, acting as the Local Liquor Licensing Authority ("LLA"):

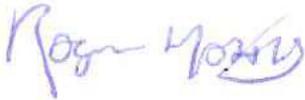
1. Approve AG Black Hawk Promotional Association I as a bona-fide PA as provided in the ordinances of the City of Black Hawk;
2. Approve the licensing of the pedestrian footbridge between the Mardi Gras Casino and the Golden Gates Casino as a CCA with those two licensed casinos as attached premises;
3. Approve the licensing of the pedestrian footbridge as a CCA for alcohol service during those hours requested by the AG Black Hawk Promotional Association I between the hours of 2:00 a.m. and 7:00 a.m., seven nights per week; and
4. It is further requested that, not only the CCA, but also its attached licensed casinos, be permitted to sell and serve alcohol beverages between the hours of 2:00 a.m. and 7:00 a.m. every day of the year.

Please advise us immediately if additional information, fees, or documents will be required.

City Council of the City of Black Hawk,
acting as the Local Liquor Licensing Authority
August 4, 2015
Page 2

Thank you, as always, for your assistance and cooperation.

Very truly yours,



Roger M. Morris
Attorney for the Mardi Gras Casino
LEWIS ROCA ROTHGERBER LLP

RMM/bt

Enclosures

cc: Scott Nelson
Marc Rubenstein



BLACK HAWK®

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

Date Submitted 8/4/15

PROMOTIONAL ASSOCIATION/Common Consumption Area Certification Request

Promotional Association Name (exactly as it appears on incorporation documentation): AG Black Hawk Promotional Association I	
Description of Common Consumption Area Boundaries: (attach map) Attached as Exhibit A	
Mailing Address of Promotional Association: 300 Main St., Black Hawk, CO 80422	
President of the Promotional Association: Scott Nelson	
Phone Number: 303-582-2600 X3001	E-mail Address: snelson@affinitygaming.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 Pg. 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**

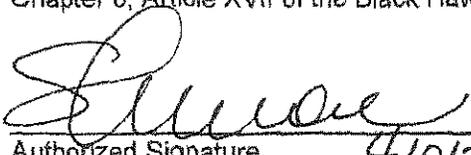
Please mark below which days and hours the Common Consumption Area will be open and operational:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
January	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
February	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
March	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
April	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
May	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
June	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
July	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
August	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
September	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
October	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
November	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a
December	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a	2a-7a

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 41012
August 4, 2015
Date

President of AG Black Hawk Promotional Association I
Title

Report and Approval of the Local Liquor Licensing Authority

Chairman of Liquor Licensing Authority

City Clerk

Date

Date

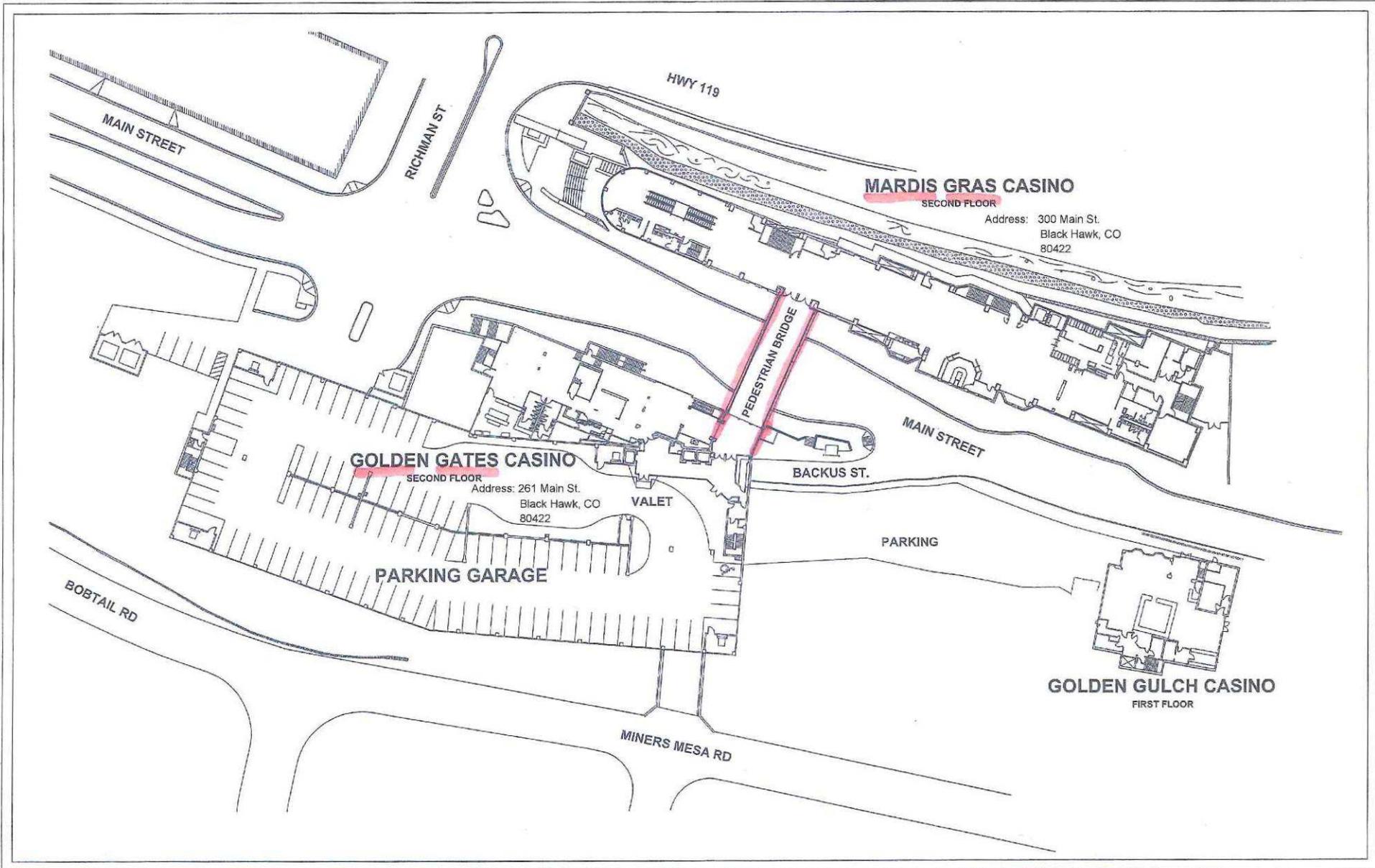


Exhibit A



Colorado Secretary of State
Date and Time: 07/17/2015 05:14 PM
ID Number: 20151458690
Document number: 20151458690
Amount Paid: \$50.00

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.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation
filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for
the nonprofit corporation is

AG Black Hawk Promotional Association I

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

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

Street address

300 Main St

(Street number and name)

Black Hawk

(City)

CO

(State)

80422

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

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 nonprofit corporation's initial registered agent are

Name

(if an individual)

Nelson

(Last)

Scott

(First)

(Middle)

(Suffix)

OR

(if an entity)

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

Street address

300 Main St.

(Street number and name)

Black Hawk

(City)

CO

(State)

80422

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) 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.

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

Name
(if an individual) Dyer Nicholas N.
(Last) (First) (Middle) (Suffix)

OR

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

Mailing address 90 S. Cascade Ave, Suite 1100
(Street number and name or Post Office Box information)

Colorado Springs CO 80903
(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. (If the following statement applies, adopt the statement by marking the box.)

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

See attached

7. (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.

8. (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.

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

Dyer	Nicholas	N.	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
90 S. Cascade Avenue, Suite 1100			
<small>(Street number and name or Post Office Box information)</small>			
Colorado Springs	CO	80903	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
	United States		
<small>(Province - if applicable)</small>	<small>(Country)</small>		

(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).

**ARTICLES OF INCORPORATION
OF
AG BLACK HAWK PROMOTIONAL ASSOCIATION I**

Pursuant to the Colorado Revised Nonprofit Corporation Act (C.R.S. §7-121-101 et seq.), the natural person designated in Article XII below, acting as incorporator, hereby establishes a nonprofit corporation pursuant to the Colorado Nonprofit Corporation Act and adopts the following Articles of Incorporation:

**ARTICLE I
NAME AND OFFICE**

The name of the Corporation is AG Black Hawk Promotional Association I. The Corporation's principal place of business is 300 Main St., Black Hawk, Colorado 80422.

**ARTICLE II
REGISTERED AGENT AND ADDRESS**

The registered agent of the Corporation is Scott Nelson, 300 Main St., Black Hawk, Colorado 80422.

**ARTICLE III
PERIOD OF DURATION**

The Corporation shall have perpetual existence.

**ARTICLE IV
PURPOSES**

The Association does not contemplate pecuniary gain or profit of the members thereof. The primary purposes for which the Association is formed are: (i) to organize and promote entertainment activities within Blackhawk and any entertainment district(s) or common consumption Areas adjacent to any member's licensed area under the Colorado Liquor and Beer Code and the ordinances of Black Hawk, Colorado, and (ii) any other lawful purpose not in conflict with the organizational documents of the Association.

**ARTICLE V
POWERS**

5.1 Powers. In furtherance of the foregoing purposes and, the Corporation shall have and may exercise all of the powers now or hereafter conferred upon nonprofit corporations organized under the laws of Colorado and may do everything necessary or convenient for the accomplishment of any of the corporate purposes either alone or in connection with other corporations, firms, agencies or individuals, and either as principal or agent, subject to such limitations as are or may be prescribed by law.

**ARTICLE VI
DISSOLUTION**

On dissolution of the Corporation, all of its assets shall be disposed of as determined by the board of directors, in compliance with all applicable laws governing promotional associations. The entity to receive such property shall be designated by the Corporation's board of directors or by a court of competent jurisdiction.

**ARTICLE VII
MEMBERS**

The Corporation shall have voting members with such powers, rights and obligations as set forth in the Bylaws of the Corporation.

**ARTICLE VIII
BOARD OF DIRECTORS**

The management of the affairs of the Corporation shall be vested in a board of directors, except as otherwise provided in the Colorado Revised Nonprofit Corporation Act, these Articles or the Bylaws of the Corporation.

**ARTICLE IX
LIMITATION OF LIABILITY OF DIRECTORS FOR
BREACH OF FIDUCIARY DUTIES**

No director of the Corporation shall have liability to the Corporation for breach of fiduciary duties as a director of the Corporation. The forgoing limitation shall not eliminate a director's liability for:

- (a) breach of the duty of loyalty to the Corporation;
- (b) any acts or omissions of the director not taken in good faith;
- (c) any acts or omissions of the director involving intentional misconduct or a knowing violation of the law;
- (d) any liability for unlawful distributions under C.R.S. §7-128-403 (relating to unlawful distributions);
- (e) any other transaction from which the director derived an improper personal benefit; or
- (f) any other act for which indemnification of directors is prohibited under the provisions of the Colorado Revised Nonprofit Corporation Act.

**ARTICLE X
INDEMNIFICATION**

10.1 No Limitation on Indemnification. Nothing in these Articles shall be construed to limit or restrict the ability of the Corporation:

(a) to indemnify its officers, directors, employees, fiduciaries or agents against liabilities asserted against or incurred by such officers, directors, employees, fiduciaries or agents for actions taken by (or omissions of) such persons in such capacities.

(b) to advance the counsel fees of its officers, directors, employees, fiduciaries or agents incurred in defending liabilities asserted against or incurred by such officers, directors, employees, fiduciaries or agents for actions taken by (or omissions of) such persons in such capacities.

10.2 Procedures for Indemnification. Except as set forth in the Colorado Revised Nonprofit Corporation Act or as set forth in the Bylaws of the Corporation, indemnification of officers, directors, employees, fiduciaries or agents shall not be mandatory. Indemnification, when permissive under the Colorado Revised Nonprofit Corporation Act shall be granted as set forth from time to time in the Bylaws of the Corporation.

ARTICLE XI INCORPORATOR

The name and address of the incorporator is:

Nicholas N. Dyer, Esquire
Lewis Roca Rothgerber LLP
90 S. Cascade Avenue, Suite 1100
Colorado Springs, Colorado 80903-1662

ARTICLE XII DELIVERY

The name and mailing address of any the individual who causes this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, is:

Nicholas N. Dyer, Esquire
Lewis Roca Rothgerber LLP
90 S. Cascade Avenue, Suite 1100
Colorado Springs, Colorado 80903-1662

**WRITTEN CONSENT OF DIRECTORS
IN LIEU OF A FIRST MEETING OF THE BOARD OF DIRECTORS
OF
AG BLACK HAWK PROMOTIONAL ASSOCIATION I**

A Colorado Nonprofit Corporation

Effective July 17, 2015

The undersigned, being the sole member of the Board of Directors of **AG Blackhawk Promotional Association I**, a Colorado nonprofit corporation (the "**Corporation**"), and acting in accordance the Colorado Revised Nonprofit Corporation Act, as amended, hereby unanimously consents to the adoption of the following resolutions:

RESOLVED: That the Articles of Incorporation, which were filed in the Office of the Secretary of State of Colorado, a copy of which is attached hereto as Exhibit A, are hereby approved and accepted as the Articles of Incorporation of the Corporation and are ordered inserted in the minute book.

RESOLVED: That the Bylaws of the Corporation, attached hereto as Exhibit B, are hereby approved and adopted as the Bylaws of the Corporation and are ordered inserted in the minute book.

RESOLVED: That any actions of the law firm Lewis Roca Rothgerber LLP to electronically apply for and obtain a taxpayer identification number from the Internal Revenue Service for the Corporation, and the authority of such law firm to answer questions concerning the completion of Form SS-4, Application for Employer Identification Number, are hereby authorized, ratified, and approved.

RESOLVED: That the fiscal year of the Corporation shall be the calendar year.

RESOLVED: That an initial office of the Corporation be established and maintained at 300 Main St. Black Hawk, Colorado 80422.

RESOLVED: That the secretary of the Corporation is authorized to, but not required to, adopt the corporate seal of the Corporation and to affix an impression of such seal in the margin.

RESOLVED: That the following persons are hereby elected to serve as the officers of the Corporation in the capacity set forth opposite his or her name to hold office until the first annual meeting of the board of directors and until his or her successors are duly elected and qualified, or until their earlier resignation or removal:

Scott Nelson President, Secretary and Treasurer

RESOLVED: That the President or Treasurer be, and each hereby is, authorized:

- (a) to designate such bank or banks as depositories (the “**Depository**” or “**Depositories**”) for the funds of the Corporation as he may deem necessary or advisable;
- (b) to open, keep and close general and special bank accounts and safe deposit boxes with any Depository;
- (c) to cause to be deposited in accounts with any Depository from time to time such funds of the Corporation as he may deem necessary or advisable;
- (d) to designate from time to time officers and agents of the Corporation authorized to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Corporation against any such account; and
- (e) to make such general and special rules and regulations with respect to such accounts (including without limitation authorization for use of facsimile signatures) as he may deem necessary or advisable.

RESOLVED: That, if any Depository requires a prescribed form of preamble, preambles, resolution or resolutions relating to such accounts or to any application, statement, instrument or other documents connected therewith, each such preamble or resolution shall be deemed to be adopted by the Board of Directors, and the Secretary or any Assistant Secretary of the Corporation is authorized to certify the adoption of any such preamble or resolution as though it were presented to the Board of Directors at the time of adopting this resolution, and to insert all such preambles and resolutions in the minute book of the Corporation immediately following this resolution.

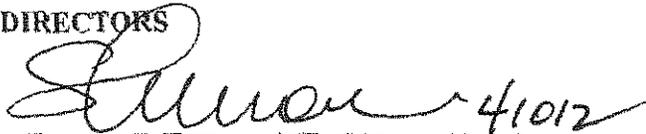
RESOLVED: That the appropriate officers of the Corporation are each authorized in the name and on behalf of the Corporation to execute and deliver any and all additional documents, agreements, certificates and other instruments, and to take any and all other action as they, or any one of them, deem necessary or advisable in order to effectuate the transactions contemplated by the foregoing resolutions.

RESOLVED: That all past acts by the officers and directors of the Corporation in furtherance of the foregoing be and hereby are ratified and approved as the lawful acts of the Corporation.

[Signature Page Follows]

The undersigned, being the sole members of the Board of Directors, further directs that these Resolutions be filed with the minutes of the meetings of the Board of Directors, it being the intention of the undersigned that the actions taken hereby, effective as of the date first set forth above shall have the same force and effect as resolutions duly adopted at a meeting of the Board of Directors, duly called, at which a quorum was present and acting throughout. The execution of this instrument constitutes a vote by the undersigned in favor of the actions set forth herein, effective as of the date first written above, pursuant to C.R.S. § 7-128-202. The undersigned waives any rights to any notice to which the undersigned may be entitled under C.R.S. § 7-128-202.

DIRECTORS

 41012

Scott Nelson

 42958

Penny Hebert

**ORGANIZATIONAL RESOLUTIONS
OF THE INCORPORATOR
OF
AG BLACK HAWK PROMOTIONAL ASSOCIATION I**

A Colorado Nonprofit Corporation

Effective July 17, 2015

Pursuant to the provisions of the Colorado Revised Nonprofit Corporation Act, as amended, the following action was taken and approved by the sole incorporator of **AG Black Hawk Promotional Association I**, a Colorado nonprofit corporation (the "**Corporation**"):

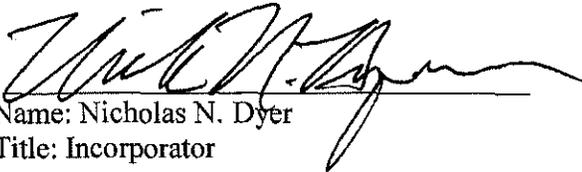
RESOLVED: That the Incorporator appoints the following persons to serve as the directors of the Corporation until their successors are duly elected and qualified, or until their earlier resignation or removal:

Scott Nelson
Penny Hebert

RESOLVED: that the Board of Directors be, and hereby is, authorized and directed, for and on behalf of the Corporation, to make such filings and applications, to execute and deliver such documents and instruments, and to do such acts and things as such directors deem necessary or advisable in order to qualify to do business in such capacities as the directors deem necessary or desirable for the Corporation's business; and

RESOLVED: that the undersigned does hereby resign and have no further rights, duties, or obligations as incorporator of the Corporation following incorporation of the Corporation.

This Resolution shall be filed with the minutes of the proceedings of the Board of Directors of the Corporation.


Name: Nicholas N. Dyer
Title: Incorporator

AG BLACK HAWK PROMOTIONAL ASSOCIATION I

BYLAWS

Effective July 17, 2015

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ARTICLE I
Offices

1.1 **Business Offices.** The initial principal office of AG Black Hawk Promotional Association I, a nonprofit corporation formed under the Colorado Revised Nonprofit Corporation Act (the "Act") (the "Corporation"), in the State of Colorado shall be located at 300 Main St., Black Hawk, Colorado 80422 or such other location as determined by resolution of the Board of Directors from time to time. The corporation may have such other offices, either within or without the State of Colorado, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

1.2 **Registered Office.** The corporation shall have and continuously maintain in the State of Colorado a registered office, and a registered agent whose office is identical with such registered office, as required by the Act as defined herein. The registered office may be, but need not be, identical with the principal office if the principal office is in the State of Colorado. The address of the registered office may be changed from time to time by the corporation as long as the proper filings are made with the Secretary of State of Colorado.

ARTICLE II
Members

2.1 **Members.** The Corporation shall have members, consisting of any licensee of a tavern, hotel, restaurant, brew pub, retail gaming tavern, or vintner's restaurant with premises adjoining the common consumption area served by the Corporation. The original members of the Corporation shall be Affinity Gaming Black Hawk, LLC, a Colorado limited liability company d/b/a Golden Mardi Gras, and Affinity Gaming Black Hawk, LLC, a Colorado limited liability company d/b/a Golden Gates. No member may be admitted whose admittance would adversely impact or affect certification of the Corporation as a certified promotional association.

2.2 **Admission of New Members.** Additional members may be admitted to the Corporation upon the consent of the Board of Directors.

2.3 **Limited Voting Rights.** The rights of the members of the Corporation shall be limited to appointment by each member of one member of the Board of Directors and the right to remove the same at any time upon such member's sole and complete discretion.

ARTICLE III
Board of Directors

3.1 **General Powers; Qualifications.** The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be residents of the State of Colorado, but they shall be natural persons who are at least twenty-one years of age.

3.2 **Number, Tenure.** Each Director shall hold office until the Director's successor shall have been duly elected and shall have qualified, or until the Director's earlier death, resignation, or removal. Any action of the Board of Directors to increase or decrease the number of Directors, whether expressly by resolution or by implication through the election of additional Directors, shall constitute an amendment of these bylaws effecting such increase or decrease.

3.3 **Appointment of Officers and Term of Office.** The elected officers of the Corporation shall be elected by the Board of Directors at each regular annual meeting of the board. If the election of officers shall not be held at such meeting, such election shall be held as soon as convenient thereafter. Each officer shall hold office until the officer's successor shall have been duly elected and shall have qualified, or until the officer's earlier death, resignation or removal.

3.4 **Removal and Resignation.** Directors may be removed, with or without cause, by the member which appointed such Director. A Director may resign at any time by providing written notice to the Board of Directors. Such resignation shall take effect on the date specified therein and no acceptance of the same shall be necessary to render the same effective.

3.5 **Vacancies.** Vacancies in the Board of Directors shall be filled by the member which had appointed the director whose position has become vacant.

3.6 **Annual Meeting.** The annual meeting of the Board of Directors shall be held on such date and at such time and at such place as the President may determine. The annual meeting of the Board of Directors shall be for the purpose of electing officers and for the transaction of such other business as may come before the meeting. Failure to hold an annual meeting shall not serve to disqualify any Director or officer then serving.

3.7 **Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Colorado, as the place for holding any special meeting of the Board called by them.

3.8 **Notice of Meetings.** Notice of each meeting of Directors, whether annual, regular or special, shall be given to each Director. If such notice is given either (a) by personally delivering written notice to a Director, or (b) by personally telephoning such Director, it shall be so given at least one (1) days prior to the meeting. If such notice is given either (a) by depositing a written notice in the United States mail, postage prepaid, or (b) by transmitting notice electronically by email, cable, or telegram, in all cases directed to such Director at his residence or place of business, it shall be so given at least two (2) days prior to the meeting. The notice of all meetings shall state the place, date and hour thereof, but need not, unless otherwise required by statute, state the purpose or purposes thereof. Regular meetings of the Board may be held without notice of the date, time, place or purpose of the meeting. Special meetings shall be preceded by at least two days' notice of the date, time and place, and need not describe the purpose.

3.9 **Waiver of Notice.** Whenever any notice is required to be given under the provisions of the Act or under the provisions of the Articles of Incorporation or these bylaws, a Director may waive any notice required to be given to such Director by the Act or these bylaws (i) whether before or after the date or time stated in the notice as the date or time when any action will occur, by delivering a written waiver to the corporation which is signed by the Director entitled to the notice for inclusion in the minutes, but such delivery and filing shall not be conditions of the effectiveness of the waiver; or (2) by a Director's attendance at the meeting whereby such Director waives objection to lack of notice or defective notice, unless the Director at the beginning of the meeting objects to the holding thereof or transacting business at the meeting because of lack of notice or defective notice and the Director also does not vote for or

assent to action taken at the meeting. Further, even if a Director attends or participates in a meeting, the Director does not waive any required notice if special notice was required of a particular purpose and the Director objects to transacting business with respect to the purpose for which such special notice was required and does not thereafter vote for or assent to action taken at the meeting with respect to such purpose.

3.10 **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

3.11 **Manner of Acting.** The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these bylaws.

3.12 **Presumption of Assent.** A Director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless such Director's dissent shall be entered in the minutes of the meeting or unless the Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

3.13 **Compensation.** Directors as such shall not receive any stated salaries for their services, but by resolution of the Board of Directors a fixed sum to reimburse expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained shall be construed to preclude any Director from serving the corporation in some other capacity and receiving compensation therefore.

3.14 **Actions Without Meeting.**

(a) *Voting Procedure.* Any action required or permitted to be taken at a meeting of the Board of Directors or any committee thereof may be taken without a meeting if written notice is transmitted to each member of the Board of Directors or committee pursuant to Section 3.8 and each such member either: (a) votes in writing for such action; (b) votes in writing against such action; (c) abstains in writing from voting; or (d) fails to respond by the time stated in the notice. Proposals for such action and votes for or against the same by the members of the Board of Directors may be submitted via electronic mail, consistent with the requirements of this Section 3.14.

(b) *Action Taken.* Action is taken under this Section 3.14 only if at the end of the time stated in the notice, the affirmative vote for such action equals or exceeds the minimum number of votes that would be necessary to take such action at a meeting at which all of the Directors then in office were present and voted.

(c) *Notice Required.* The notice required by Section 3.14(a) shall state (i) the action to be taken; (ii) the time by which a member of the Board of Directors or committee must respond; and (iii) that failure to respond by the time stated in the notice will have the same effect as abstaining in writing by the time stated in the notice and failing to demand in writing by the time stated in the notice that action not be taken without a meeting. Unless such notice states a different effective date, action taken pursuant to this Section 3.14 shall be effective at the end of the time to respond stated in the notice.

(d) *Revocation of Vote.* Any Director or committee member who has delivered a writing pursuant to this Section 3.14 may revoke such writing by a new writing dated by the member of the Board of Directors or committee describing the action and stating that the prior vote of the member of the Board of Directors or committee with respect thereto is revoked. Such revocation shall only be effective if it is received by the Corporation before the last writing necessary to effect the action is received by the Corporation.

(e) *Manner of Notice.* All communications under this Section 3.14 may be transmitted or received by the Corporation by electronically transmitted facsimile, e-mail, or other form of wire or wireless communication. For purposes of this Section 3.14, communications to the Corporation are not effective until received by the Corporation.

(f) *Validity of Action.* Action taken pursuant to this Section 3.14 has the same effect as action taken at a meeting of Directors and may be described as such in any document.

(g) *Recordkeeping.* All written instruments necessary for any action taken pursuant to this Section 3.14 shall be filed with the minutes of the meetings of the Board of Directors. In the event action is taken by the requisite affirmative vote of the members of the Board of Directors, the emails describing such action and the affirmative votes therefor shall be stored with, and in the same manner, as the minutes of the meetings of the Board of Directors. (By way of clarification, to the extent necessary to carry out the foregoing sentence, emails containing affirmative votes shall be printed out as "hard copies" and shall be included with the paper records of the minutes of the meetings of the Board of Directors so long as such minutes are kept by the Corporation in physical form.)

3.15 **Meetings by Telephone.** Members of the Board of Directors or any committee designated thereby may hold or participate in a meeting of the Board of Directors or such committee by means of conference telephone or similar communications equipment provided that all such persons so participating in such meeting can hear each other at the same time.

ARTICLE IV Officers

4.1 **Officers.** The officers of the corporation shall consist of a president, secretary and a treasurer, each of whom shall be elected by the Board of Directors at such time and in such manner as prescribed by the bylaws. A single person may hold more than one office. The Board

of Directors may elect or appoint such other officers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors.

4.2 **Election and Term of Office.** The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting, or by action duly adopted without a meeting of the Directors of the Corporation. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

4.3 **Resignation and Removal.** Any officer may resign at any time by giving written notice thereof to the Board of Directors: Such resignation shall take effect on the date specified therein and no acceptance of the same shall be necessary to render the same effective. Any officer elected or appointed by the Board of Directors may be removed by the Directors of the Corporation with or without cause, whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer shall not in itself create contract rights.

4.4 **Compensation.** The compensation of the officers, if any, shall be as fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving a salary or other compensation as an officer by reason of the fact that such officer is also a Director of the corporation. At all times, such compensation shall not exceed what is ordinarily considered to be reasonable compensation for services rendered. In no event shall an item of compensation be paid if such compensation shall constitute an "excess benefit" within the meaning of Section 4958 of the Code, as may be amended from time to time.

4.5 **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

4.6 **President.** The President shall be the chief executive officer of the Corporation and, subject to the control of the Directors, shall, in general, supervise and control the business and affairs of the Corporation. So long as the President is also a member of the Board of Directors of the Corporation, he or she shall preside at all meetings of the Board of Directors. He or she shall sign and make all contracts and agreements in the name of the Corporation. He or she shall enforce these Bylaws and perform all of the duties incident to the position and office and which are required by law.

4.7 **Vice-President.** The Vice-President, if any, shall assist the President and shall perform such duties as may be assigned by the President or by the Board of Directors. The Vice-President shall, at the request of the President, or in the President's absence or inability or refusal to act, perform the duties of the President and when so acting shall have all the powers of and be subject to all the restrictions on the President.

4.8 **Secretary.** The Secretary shall keep all minutes of the meetings of the Board of Directors and minutes of all meetings of the Corporation; he or she shall have charge of such

records and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of Secretary.

4.9 **Treasurer**. The Treasurer shall have the responsibility for supervising the Corporation's funds and shall be responsible for supervising all receipts and disbursements in books belonging to the Corporation. He or she shall, in general, perform all of the duties incident to the office of Treasurer.

ARTICLE V Committees

5.1 **Committees of Directors**. The Board of Directors may create one or more committees of the Board and appoint one or more Directors to serve on them, by vote of a majority of all Directors in office, which committees shall have and exercise the authority of the Board of Directors in the management of the corporation, except that no such committee shall have the authority of the Board of Directors in reference to authorizing distributions, electing, appointing or removing any Director, amending articles of incorporation, amending, altering or repealing the bylaws; approving a plan of merger, or approving a sale, lease exchange or other distribution of all, or substantially all of the corporation's property, with or without goodwill, otherwise than in the usual and regular course of business.

5.2 **Other Committees**. The corporation may have other committees similarly appointed which shall not have the authority of the Board of Directors in the management of the corporation.

5.3 **Term of Office**. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors of the corporation and until his or her successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

5.4 **Vacancies**. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

5.5 **Quorum**. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

5.6 **Rules**. The same rules described herein regarding meetings, action without meeting, notice, waiver of notice and quorum and voting requirements of the Board of Directors similarly apply to the committees of the Board and their members.

ARTICLE VI Standards of Conduct for Officers and Directors

6.1 **Standards of Conduct**. Each Director and officer shall perform their duties as a Director or officer, including without limitation their duties as a member of any committee of the board, in good faith, in a manner the Director or officer reasonably believes to be in the best interests of the Corporation, and with the care an ordinarily prudent person in a like position

would exercise under similar circumstances. In the performance of their duties, a Director or officer shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons designated below. However, a Director or officer shall not be considered to be acting in good faith if the Director or officer has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A Director or officer shall not be liable to the Corporation or its members for any action the Director or officer takes or omits to take as a Director or officer if, in connection with such action or omission, the Director or officer performs their duties in compliance with this section. A Director or officer, regardless of title, shall not be deemed to be a trustee with respect to the Corporation or with respect to any property held or administered by the Corporation including, without limitation, property that may be subject to restrictions imposed by the donor or transferor of such property.

6.2 **Reliance.** The designated persons on whom a Director or officer are entitled to rely are: (i) one or more officers or employees of the Corporation whom the Director or officer reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel and public accountants (including legal counsel to the Corporation or any public accountant providing services to the Corporation), or any other person as to matters which the Director or officer reasonably believes to be within such person's professional or expert competence; or (iii) with respect to a Director, a committee of the Board of Directors on which the Director or officer does not serve if the Director reasonably believes the committee merits confidence.

ARTICLE VII

Directors' Conflicting Interest Transactions

7.1 **Conflicting Interest Transactions.** As used in this Article, "conflicting interest transaction" means: a contract, transaction or other financial relationship between the corporation and a Director of the corporation, or between the corporation and a party related to a Director, or between the corporation and an entity in which a Director of the corporation is a Director or officer or has a financial interest.

7.2 **Prohibition Against Loans to Directors or Officers.** No loans shall be made by the corporation to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the corporation for the amount of such loan until the repayment thereof.

7.3 **Voidability of Conflicting Interest Transactions.** No conflicting interest transaction shall be void or voidable or be enjoined, set aside or give rise to an award of damages or other sanctions in a proceeding by or in the right of the corporation, solely because the conflicting interest transaction involves a Director or Directors of the corporation or a party related to a Director or Directors or an entity in which a Director or Directors of the corporation is/are a Director or officer or has a financial interest or solely because the Director is present at or participates in the meeting of the corporation's Board of Directors or of the committee of the Board of Directors that authorizes, approves, or ratifies the conflicting interest transaction or solely because the Director's vote is counted for such purpose if:

(a) The material facts as to the Director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee in good faith authorizes, approves or ratifies

the conflicting interest transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors are less than a quorum; or

(b) The material facts as to the Director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the members entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved or ratified in good faith by a vote of the members; or

(c) The conflicting interest transaction is fair as to the corporation.

7.4 **Approval of Conflicting Interest Transactions.** Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes, approves or ratifies the conflicting interest transaction.

7.5 **Party Related to Director.** For purposes of this Article, a "**party related to a Director**" shall mean a spouse, a descendent, an ancestor, a sibling, the spouse or descendent of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a Director, officer or has a financial interest.

ARTICLE VIII Indemnification

8.1 **Definitions.** For purposes of this Article VIII, the following terms shall have the meanings set forth below:

(a) "**Corporation**" means the Corporation and, in addition to the resulting or surviving corporation, any domestic or foreign predecessor entity of the Corporation in a merger, consolidation or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(b) "**Expenses**" means the actual and reasonable expenses, including attorneys' fees, incurred by a party in connection with a proceeding.

(c) "**Liability**" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to a private corporation or an employee benefit plan) or expense incurred with respect to a proceeding.

(d) "**Official Capacity**" when used with respect to a director of the Corporation means the office of director in the Corporation, and when used with respect to a person in a capacity other than as a director (even if such person is also a director) means the office in the Corporation held by the officer or the employment relationship undertaken by the employee on behalf of the Corporation in the performance of his or her duties in his or her capacity as such officer or employee. "Official capacity" does not include service for any other foreign or domestic corporation or for any partnership, joint venture, trust, other enterprise or employee benefit plan when acting directly on behalf of such other

corporation, partnership, joint venture, trust, enterprise or plan as a director, officer, employee, fiduciary or agent thereof.

(e) **"Party"** means any person who was, is, or is threatened to be made, a named defendant or respondent in a proceeding by reason of the fact that such person is or was a director or officer of the Corporation, and any person who, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan. A party shall be considered to be serving an employee benefit plan at the Corporation's request if such party's duties to the Corporation also impose duties on or otherwise involve services by such party to the plan or to participants in or beneficiaries of the plan. "Party" also means any person for whom the board of directors has authorized indemnification pursuant to Section 8.3, below.

(f) **"Proceeding"** means any threatened, pending or completed action, suit or proceeding, or any appeal therein, whether civil, criminal, administrative, arbitrative or investigative (including an action by the Corporation) and whether formal or informal.

8.2 **Right to Indemnification.**

(a) *Standards of Conduct.* Except as provided in Section 8.2(d) below, the Corporation shall indemnify any Director or officer of the Corporation made a party to a proceeding against liability incurred in or as a result of the proceeding if (i) such party conducted himself or herself in good faith; (ii) such party reasonably believed (A) in the case of a director or officer acting in his or her official capacity, that his or her conduct was in the Corporation's best interests, and (B) in all other cases, that such party's conduct was at least not opposed to the Corporation's best interests; and (iii) in the case of any criminal proceeding, such party had no reasonable cause to believe his or her conduct was unlawful. For purposes of determining the applicable standard of conduct under this Section 8.2, any party acting in his or her official capacity who is also a director of the Corporation shall be held to the standard of conduct set forth in Section 8.2(a)(ii)(A), even if such party is sued solely in a capacity other than as such director.

(b) *Employee Benefit Plans.* A party's conduct with respect to an employee benefit plan for a purpose such party reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirements of Section 8.2(a)(ii)(B). A party's conduct with respect to an employee benefit plan for a purpose that such party 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 8.2(a)(i).

(c) *Settlement.* The termination of any proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, is not

of itself determinative that the party did not meet the applicable standard of conduct set forth in Section 8.2 (a).

(d) *Indemnification Prohibited.* Except as hereinafter set forth in this Section 8.2(d), the Corporation may not indemnify a party under this Section 8.2 either (i) in connection with a proceeding by the Corporation in which the party is or has been adjudged liable for gross negligence or willful misconduct in the performance of the party's duty to the Corporation; or (ii) in connection with any proceeding charging that the party derived an improper personal benefit, whether or not involving action in the party's official capacity, in which the party was adjudged liable on the basis that the party derived an improper personal benefit (even if the Corporation was not thereby damaged).

(e) *Court-Ordered Indemnification.* Notwithstanding the foregoing Section 8.2(d), the Corporation shall indemnify any such party if and to the extent required by the court conducting the proceeding, or any other court of competent jurisdiction to which the party has applied, if it is determined by such court, upon application by the party, that despite the adjudication of liability in the circumstances in clauses (i) and (ii) of Section 8.2(d) or whether or not the party met the applicable standard of conduct set forth in Section 8.2(a), and in view of all relevant circumstances, the party is fairly and reasonably entitled to indemnification for such expenses as the court deems proper in accordance with the Act.

(f) *Claims by Corporation.* Indemnification permitted under this Section 8.2 in connection with a proceeding brought by the Corporation against a party shall be limited to expenses incurred in connection with the proceeding and ordered pursuant to Section 8.2(e).

(g) *Combined Proceedings.* If any claim made by the Corporation against a party is joined with any other claim against such party in a single proceeding, the claim by the Corporation (and all expenses related thereto) shall nevertheless be deemed the subject of a separate and distinct proceeding for purposes of this Article.

8.3 **Prior Authorization Required.** Any indemnification under Section 8.2 (unless ordered by a court) shall be made by the Corporation only if authorized in the specific case after a determination has been made that the party is eligible for indemnification in the circumstances because the party has met the applicable standard of conduct set forth in Section 8.2(a) and after an evaluation has been made as to the reasonableness of the expenses. Any such determination, evaluation and authorization shall be made by the board of directors by a majority vote of a quorum of such board, which quorum shall consist of directors not parties to the subject proceeding, or by such other person or body as permitted by law. The board may in its sole determination and discretion, but is not required to, authorize indemnification in the same manner as provided to directors and officers under this Section 8.3 to other parties, including without limitation employees, fiduciaries or agents of the Corporation.

8.4 **Success on Merits of Directors or Officers; Mandatory Indemnification.** Notwithstanding any other provision of this Article VIII, the Corporation shall indemnify a party

to the extent such party has been 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 or officer, against reasonable expenses incurred by the person in connection with the proceeding.

8.5 **Advancement of Expenses.** The Corporation may pay for or reimburse the expenses, or a portion thereof, incurred by a party in advance of the final disposition of the proceeding if (a) the party furnishes the Corporation a written affirmation of such party's good-faith belief that he or she has met the standard of conduct described in (a)(a)(i); (b) the party furnishes the Corporation a written undertaking, executed personally or on behalf of such party, to repay the advance if it is ultimately determined that the party did not meet such standard of conduct; and (c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article in the manner provided in Section 8.3. The undertaking required by clause (b) must be an unlimited general obligation of the party, but need not be secured and may be accepted without reference to financial ability to make repayment.

8.6 **Payment Procedures.** The Corporation shall promptly act upon any request for indemnification, which request must be in writing and accompanied by the order of court or other reasonably satisfactory evidence documenting disposition of the proceeding in the case of indemnification under Section 8.4 and by the written affirmation and undertaking to repay as required by Section 8.5 in the case of indemnification under such Section. The right to indemnification and advances granted by this Article shall be enforceable in any court of competent jurisdiction if the Corporation denies the claim, in whole or in part, or if no disposition of such claim is made within ninety days after written request for indemnification is made. A party's expenses incurred in connection with successfully establishing such party's right to indemnification, in whole or in part, in any such proceeding shall also be paid by the Corporation.

8.7 **Insurance.** The board of directors shall obtain such insurance policies, notwithstanding any interest of the directors in the proceeds thereof, in such amounts as the board of directors deems appropriate to protect itself and any 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 any other foreign or domestic corporation or of any partnership, joint venture, trust, other enterprise or employee benefit plan against any liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under applicable provisions of law or this Article. 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 Colorado or any other jurisdiction, including any insurance company in which the Corporation has an equity or any other interest, through stock ownership or otherwise. The Corporation may create a trust fund, grant a security interest or use other means (including, without limitation, a letter of credit) to ensure the payment of such sums as may become necessary to effect indemnification as provided herein.

8.8 **Right to Impose Conditions to Indemnification.** The Corporation shall have the right to impose, as conditions to any indemnification provided or permitted in this Article,

such reasonable requirements and conditions as may appear appropriate to the board of directors in each specific case and circumstances, including, but not limited to, any one or more of the following: (a) that any counsel representing the party to be indemnified in connection with the defense or settlement of any proceeding shall be counsel mutually agreeable to the party and to the Corporation; (b) that the Corporation shall have the right, at its option, to assume and control the defense or settlement of any claim or proceeding made, initiated or threatened against the party to be indemnified; and (c) that the Corporation shall be subrogated, to the extent of any payments made by way of indemnification, to all of the indemnified party's right of recovery, and that the party to be indemnified shall execute all writings and do everything necessary to assure such rights of subrogation to the Corporation.

8.9 **Applicability; Effect.** The indemnification provided in this Article shall be applicable to acts or omissions that occurred prior to the adoption of this Article, shall continue as to any party entitled to indemnification under this Article who has ceased to be a director, officer or employee of the Corporation or, at the request of the Corporation, was serving as and has since ceased to be a director, officer, partner, trustee, employee, fiduciary or agent of any other domestic or foreign corporation, or of any partnership, joint venture, trust, other enterprise or employee benefit plan, and shall inure to the benefit of the estate and personal representatives of each such person. The repeal or amendment of this Article or of any Section or provision hereof that would have the effect of limiting, qualifying or restricting any of the powers or rights of indemnification provided or permitted in this Article shall not, solely by reason of such repeal or amendment, eliminate, restrict or otherwise affect the right or power of the Corporation to indemnify any person, or affect any right of indemnification of such person, with respect to any acts or omissions that occurred prior to such repeal or amendment. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and each party covered hereby.

8.10 **Indemnification of Agents.** The Corporation shall have the right, but shall not be obligated, to indemnify any agent of the Corporation not otherwise covered by this Article to the fullest extent permissible by the laws of Colorado. Unless otherwise provided in any separate indemnification arrangement, any such indemnification shall be made only as authorized in the specific case in the manner provided in Section 8.3.

8.11 **Limitation.** Notwithstanding any other provision of this Article VIII, during any period that the corporation is a "private foundation" within the meaning of section 509 of the Code, or any corresponding provision of any future United States tax law, the corporation shall not indemnify any person from or against or advance to any person the cost of such expenses, judgments, fines or amounts paid or necessarily incurred, nor shall the corporation purchase or maintain such insurance, to the extent that any such indemnification, purchase or maintenance would be determined to be an act of self-dealing within the meaning of section 4941 of the Code, to be a taxable expenditure within the meaning of section 4945 of the Code, or to be otherwise prohibited under the Code, unless and to the extent (i) a court orders such indemnification, or (ii) the purchase or maintenance of such insurance can be treated as reasonable compensation to such person.

ARTICLE IX
Contracts, Checks, Deposits, Gifts and Proxies

9.1 **Contracts**. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

9.2 **Checks, Drafts, Etc**. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the President or Treasurer.

9.3 **Deposits**. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

9.4 **Gifts**. The Corporation may accept contributions, grants, bequests or devises designated to and consistent with its purposes. The designation of funds shall not, however, restrict the Corporation's ownership, dominion and control of the designated funds in any manner which is inconsistent with the Corporation's duties and powers as described in the Articles of Incorporation.

9.5 **Proxies**. Unless otherwise provided by resolution adopted by the Board of Directors, the President may from time to time appoint one or more agents or attorneys in fact of the corporation, in the name and on behalf of the corporation, to cast the votes which the corporation may be entitled to cast as the holder of stock or other securities in any other corporation, association or other entity any of whose stock or other securities may be held by the corporation, at meetings of the holders of the stock or other securities of such other corporation, association or other entity, or to consent in writing, in the name of the corporation as such holder, to any action by such other corporation, association or other entity, and may instruct the person or persons so appointed as to the manner of casting, such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the corporation and under its corporate seal, or otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

ARTICLE X
Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the Directors. All books and records of the corporation may be inspected by any Director or his or her agent or attorney for any proper purpose at any reasonable time.

ARTICLE XI
Amendments to Bylaws

The Board of Directors may amend these bylaws at any time to add, change or delete a provision upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present, or, without a meeting by unanimous written consent, provided, however, that no alteration, amendment or repeal shall be effective in contravention of the Act or without any review or filing, which may from time to time be required thereunder.

[End of Document]

Exhibit C

Directors/Officers of AG Black Hawk Promotional Association I

Scott Nelson: President, Director, Secretary and Treasurer of AG Black Hawk Promotional Association I

Penny Hebert: Director of AG Black Hawk Promotional Association I



To: Board of Alderman – Black Hawk, Colorado

CC: VP/GM Scott Nelson – Affinity Gaming LLC.

From: Security Director – Roger McRae | Affinity Gaming | Black Hawk

Purpose: Outline Security Plan for Common Consumption Areas defined by Mardi Gras and Gates Casino's and Main St. Walk-over Bridge.

All Security personnel are licensed by the Division of Gaming, as set forth per the Internal Control Minimum Procedures.

All Security personnel have been through the Division of Gaming's Identification Class, presided over by Investigator Robb Neely. (See Attached documentation)

All Security personnel have been through alcohol awareness training (TIPs) presided over by: Felicia Montoya – Certified TIPs Trainer and Casino Shift Manager. (See Attached documentation)

Security Podiums: (4) During hours the Common Consumption Areas are in effect, Security personnel will man these Podiums.

Locations:

1. Mardi Gras Main entrance (1st floor) by the intersection of Main St and Richman St.
2. Mardi Gras second entrance (1st floor) on Main St. across from the Gulch Casino.
3. Gates second Floor at west end of the walk-over.
4. Mardi Gras second Floor at east end of the walk-over.

Podiums will serve a dual purpose:

1. Manned by Security to check for proper identification of persons entering the Casino, who appear to be less than 35 years of age.

It should also be noted; the Podiums will be equipped with, U.S. / Canada and International ID Checking guides. These Guides are also in all Cages, Black Jack Pits, Poker Podiums and Casino Shift Manager Offices.

2. Ensure alcohol passing between the two casinos in the common consumption area are in Board approved Logo'd/ plastic/color coded cups.

Cups: Must be 16 ounces or less.

Must have the Logo of Casino alcohol is exiting from.

Must be color coded to be casino specific.

Mardi Gras – Purple

Gates – Red

Gulch - Green

Wristbands: There are up to (4) four different colors used in Affinity Gaming BH properties. This are rotated on a daily basis, and the new days color begins at the end of our Gaming day, 0300. These are placed on one specific wrist (if allowed by the Guests physicality)

It should be noted; all Licensed Team Members at Affinity Gaming BH are required to check for proper identification of all Guests visiting the Casino.

Calendars of the days color are kept "back of house" in Cages, A-Play Club, Pit Podiums, and all food outlets.

Remaining Security personnel:

The remaining Security personnel not manning Podiums, will be patrolling all Floors of both casinos, at or around the top of or bottom of, (determined in Pre-Shift) hour the Security Supervision; (Director, Supervisor, Acting Shift Supervisor) will call for an "ID Sweep". All floors are walked by the Security personnel on duty and will specifically look for Guests who may need to have their identification checked.

Once the "sweep" is completed, and no issues are found, it is called out over the radio to Surveillance, "all clear" who makes a notation in the Surveillance Daily Log.

The patrolling Floor Security personnel will also be used to break the Podium personnel every 1 – 1.25 hours, where they will man the podium for their allotted time of 1 – 1.25 hours.

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "Lease") is made effective as of July 17, 2015 (the "Effective Date") by and between Affinity Gaming Black Hawk, LLC, a Colorado limited liability company d/b/a Golden Gates ("Lessor") and AG Black Hawk Promotional Association I, a Colorado nonprofit corporation ("Lessee").

RECITALS

- A. Lessor is the owner of that certain real property and improvements as described and depicted on Exhibit A attached hereto and incorporated herein by reference (collectively, the "Premises"), otherwise known as the "Pedestrian Bridge" located in the City of Black Hawk, County of Gilpin, State of Colorado.
- B. Lessor desires to lease the Premises to Lessee, and Lessee desires to lease the Premises from Lessor pursuant to the terms of this Lease.

NOW THEREFORE, for good and valuable consideration, including without limitation the promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. **Lease.** For and in exchange of \$10.00, the receipt of which is hereby acknowledged, Lessor hereby leases the Premises to Lessee, and lessee hereby leases the Premises from Lessor, together with full power, authority, possession and control of the Premises for the purpose of enforcement of the Colorado Liquor Code and regulations thereunder, and for purposes of enforcement of the liquor licensing laws of the City of Black Hawk, Colorado.
- 2. **Term.** This Lease shall run for an initial term commencing effective as of the Effective Date through December 31, 2015, and shall automatically renew for successive one year terms until termination by either Lessor or Lessee pursuant to the terms hereof. The rent for each successive term shall be \$100.00 per annum.
- 3. **Termination.** Either party may terminate this Lease for any reason or no reason on fifteen (15) days' advance written notice to the other party.
- 4. **Maintenance; Taxes; Utilities; Repairs; Other Costs.** The cost of all maintenance, taxes, utilities, repairs, maintenance; upkeep and other costs associated with the operation and occupancy of the Premises, including without limitation removal of snow, ice and debris, related to the Premises shall be borne by Lessor.
- 5. **Indemnification.** Lessor agrees to hold harmless, indemnify and defend Lessee from any and all costs, claims and damages resulting from any and all use and occupancy of the Premises.
- 6. **Governing Law; Venue.** This Lease shall be exclusively governed by the law of the State of Colorado and venue shall be exclusively in a court of competent jurisdiction in either Gilpin County or Denver County, Colorado.

[Signature Page Follows]

IN WITNESS WHEREOF, this Commercial Lease is made and entered into as of the date first above written.

LESSOR

AFFINITY GAMING BLACK HAWK, LLC,
D/B/A GOLDEN GATES
a Colorado limited liability company

By:  42958
Penny Hebert, Director of Operations

LESSEE

AG BLACK HAWK PROMOTIONAL
ASSOCIATION I
a Colorado nonprofit corporation

By: 
Scott Nelson, President 41012

EXHIBIT A-1

Description of Premises

The proposed Common Consumption Area ("CCA") consists of the Pedestrian Bridge connecting the Golden Mardi Gras Casino (located at 300 Main St., Black Hawk, CO 80422) with the Golden Gates Casino (located at 261 Main St., Black Hawk, CO 80422).

The CCA specifically runs along the Pedestrian Bridge from the entrance to the Mardi Gras Casino to the entrance of the Golden Gates Casino. See Exhibit A-2.

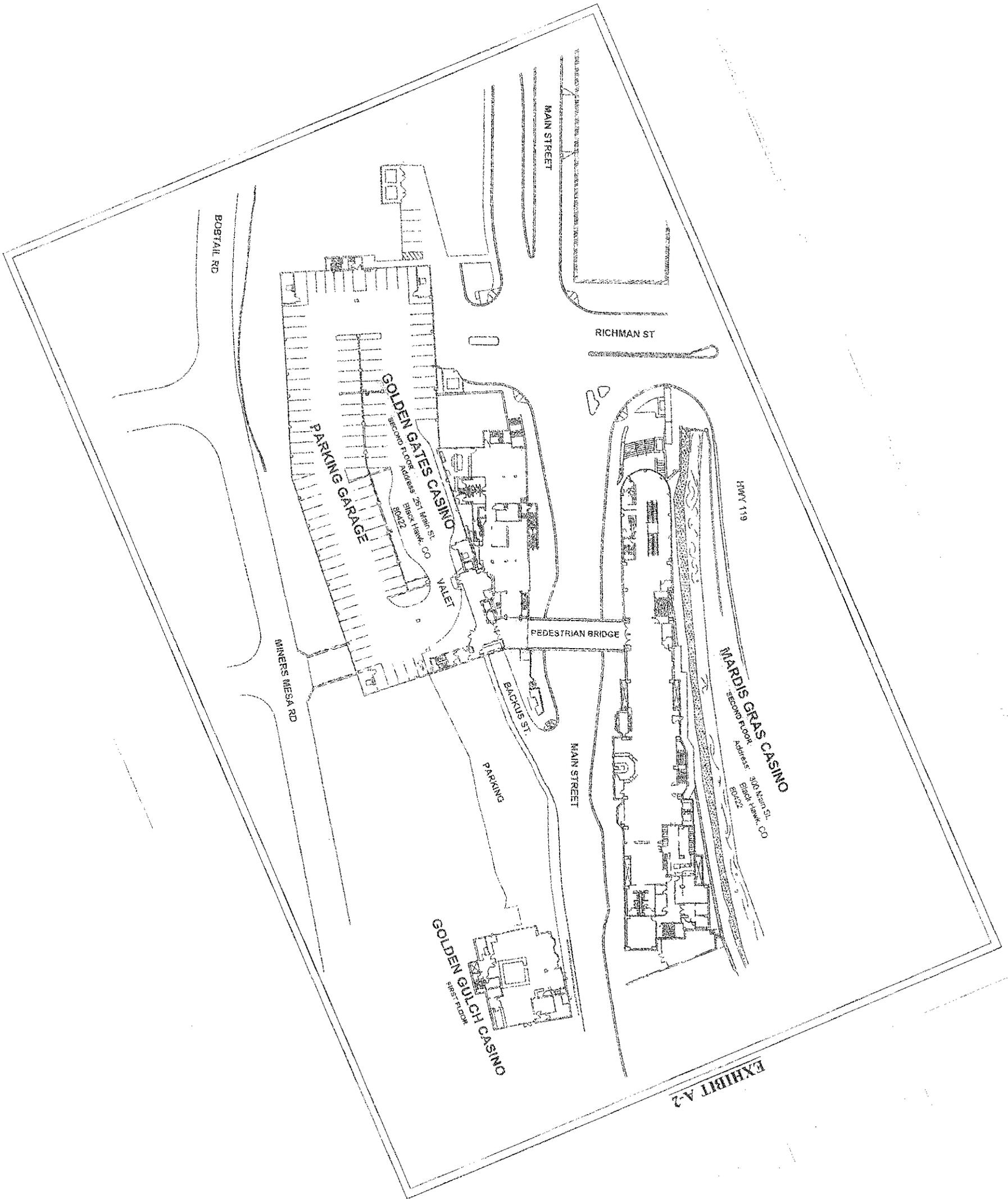


EXHIBIT A-2

COMMERCIAL LEASE

THIS COMMERCIAL LEASE (this "**Lease**") is made effective as of July 17, 2015 (the "**Effective Date**") by and between Affinity Gaming Black Hawk, LLC, a Colorado limited liability company d/b/a Golden Mardi Gras ("**Lessor**") and AG Black Hawk Promotional Association I, a Colorado nonprofit corporation ("**Lessee**").

RECITALS

- A. Lessor is the owner of that certain real property and improvements as described and depicted on Exhibit A attached hereto and incorporated herein by reference (collectively, the "**Premises**"), otherwise known as the "**Pedestrian Bridge**" located in the City of Black Hawk, County of Gilpin, State of Colorado.
- B. Lessor desires to lease the Premises to Lessee, and Lessee desires to lease the Premises from Lessor pursuant to the terms of this Lease.

NOW THEREFORE, for good and valuable consideration, including without limitation the promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Lease.** For and in exchange of \$10.00, the receipt of which is hereby acknowledged, Lessor hereby leases the Premises to Lessee, and lessee hereby leases the Premises from Lessor, together with full power, authority, possession and control of the Premises for the purpose of enforcement of the Colorado Liquor Code and regulations thereunder, and for purposes of enforcement of the liquor licensing laws of the City of Black Hawk, Colorado.
2. **Term.** This Lease shall run for an initial term commencing effective as of the Effective Date through December 31, 2015, and shall automatically renew for successive one year terms until termination by either Lessor or Lessee pursuant to the terms hereof. The rent for each successive term shall be \$100.00 per annum.
3. **Termination.** Either party may terminate this Lease for any reason or no reason on fifteen (15) days' advance written notice to the other party.
4. **Maintenance; Taxes; Utilities; Repairs; Other Costs.** The cost of all maintenance, taxes, utilities, repairs, maintenance; upkeep and other costs associated with the operation and occupancy of the Premises, including without limitation removal of snow, ice and debris, related to the Premises shall be borne by Lessor.
5. **Indemnification.** Lessor agrees to hold harmless, indemnify and defend Lessee from any and all costs, claims and damages resulting from any and all use and occupancy of the Premises.
6. **Governing Law; Venue.** This Lease shall be exclusively governed by the law of the State of Colorado and venue shall be exclusively in a court of competent jurisdiction in either Gilpin County or Denver County, Colorado.

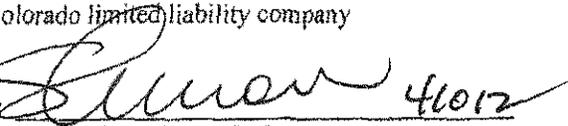
[Signature Page Follows]

IN WITNESS WHEREOF, this Commercial Lease is made and entered into as of the date first above written.

LESSOR

AFFINITY GAMING BLACK HAWK, LLC,
D/B/A GOLDEN MARDI GRAS
a Colorado limited liability company

By:

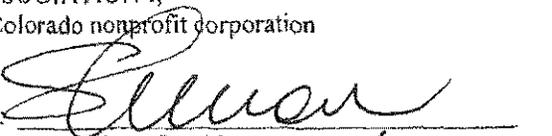
 4/10/12

Scott Nelson, General Manager

LESSEE

AG BLACK HAWK PROMOTIONAL
ASSOCIATION I,
a Colorado nonprofit corporation

By:

 4/10/12

Scott Nelson, President

EXHIBIT A-1

Description of Premises

The proposed Common Consumption Area ("CCA") consists of the Pedestrian Bridge connecting the Golden Mardi Gras Casino (located at 300 Main St., Black Hawk, CO 80422) with the Golden Gates Casino (located at 261 Main St., Black Hawk, CO 80422).

The CCA specifically runs along the Pedestrian Bridge from the entrance to the Mardi Gras Casino to the entrance of the Golden Gates Casino. See Exhibit A-2.

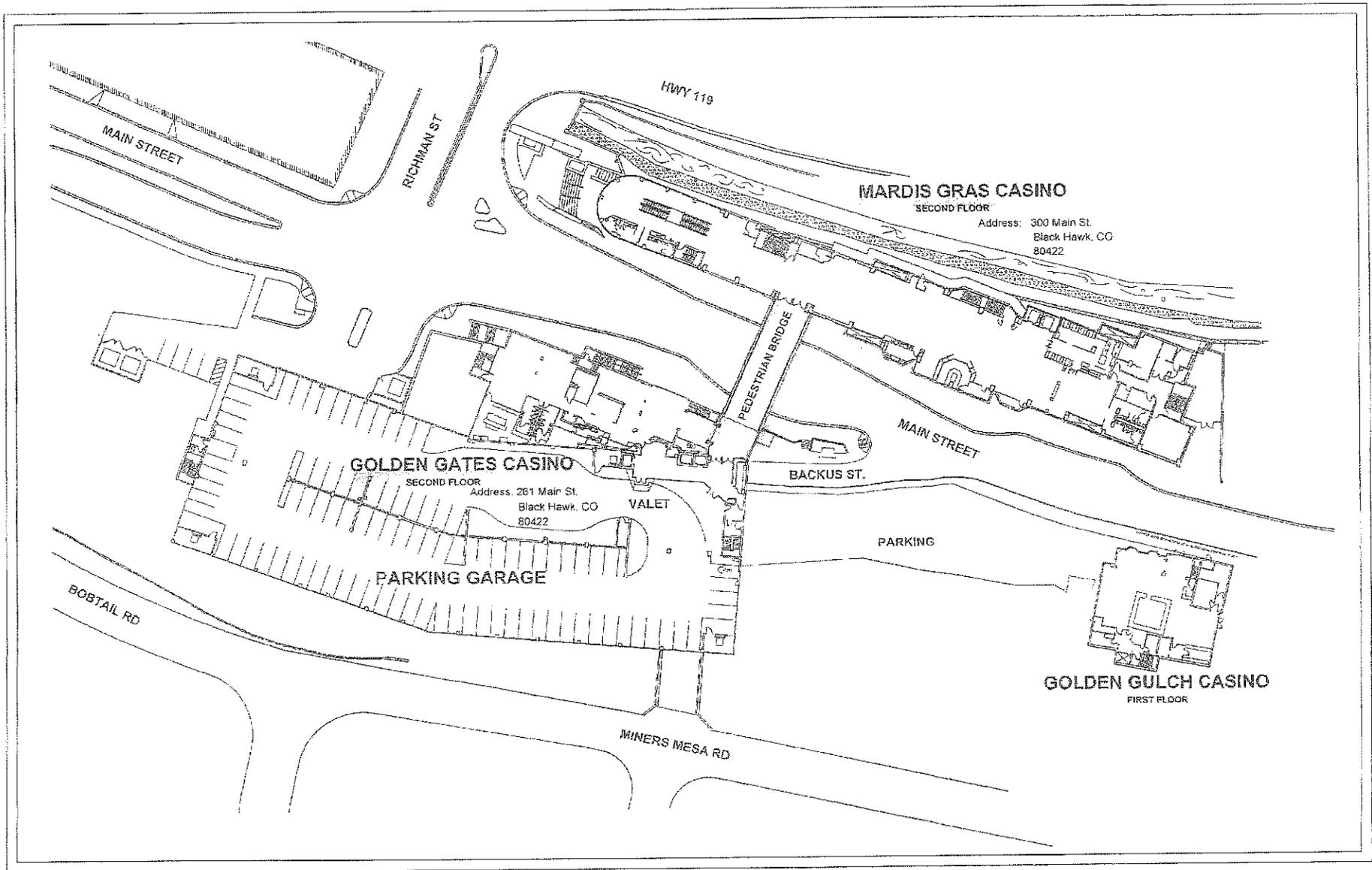


EXHIBIT A-2

Exhibit F

Copies of the liquor licenses for the Golden Mardi Gras Casino and the Golden Gates Casino follow this page.

There are no liquor violations/fines/warnings for any of the properties or licenses.

Our Bylaws of AG Black Hawk Promotional Association I act as an Operating Agreement between the Golden Mardi Gras Casino and the Golden Gates Casino.

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR B402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

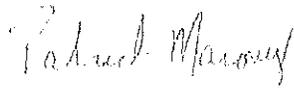
AFFINITY GAMING BLACK HAWK, LLC
dba **GOLDEN MARDI GRAS**
300 MAIN ST
DENVER CO 80244

ALCOHOL BEVERAGE LICENSE

Liquor License Number 4700632	License Expires at Midnight January 09, 2016
License Type RETAIL GAMING TAVERN (CITY)	
Authorized Beverages MALT, VINOUS, AND SPIRITUOUS	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 1/2/2015 sjc



Division Director



Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

THIS LICENSE EXPIRES JANUARY 9, 2016

RENEWAL

STATE OF COLORADO

FEE: \$175.00

CITY OF BLACK HAWK

RETAIL LIQUOR LICENSE

FOR: RETAIL GAMING TAVERN

TO SELL AT RETAIL MALT, VINOUS & SPIRITUOUS LIQUOR

This is to Certify, that Affinity Gaming Black Hawk, LLC dba Golden Mardi Gras of the State of Colorado, having applied for a License to sell malt, vinous, and spirituous Liquors, and having paid to the City Treasurer the renewal sum of one hundred seventy-five dollars (\$175.00) therefore, the above applicant is hereby licensed to sell malt, vinous, and spirituous liquors containing more than 3.2% Alcohol by weight by the drink for consumption on the premises as Retail Gaming Tavern at 300 Main Street in the City of Black Hawk, Colorado for a period beginning on the 10th day of January 2015, and ending on the 9th day of January 2016, unless this License is revoked sooner as provided by law. This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statutes, as amended and the ordinances of the City aforesaid insofar as the same may be applicable.

IN TESTIMONY WHEREOF, The City Council has hereunto subscribed its name by its officers duly authorized this 7th day of January 2015.

ATTEST:

Melissa Greiner

Melissa A. Greiner, City Clerk

THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO

David D. Spellman

David D. Spellman, Mayor

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 6402 (07/01/2012)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

LIQUOR ENFORCEMENT DIVISION

1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

**AFFINITY GAMING BLACK HAWK LLC
dba GOLDEN GATES
261 MAIN
BLACK HAWK CO 80422**

ALCOHOL BEVERAGE LICENSE

Liquor License Number 4700634	License Expires at Midnight February 04, 2016
License Type RETAIL GAMING TAVERN (CITY)	
Authorized Beverages MALT, VINOUS, AND SPIRITUOUS	

This license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Any questions concerning this license should be addressed to: Colorado Liquor Enforcement Division, 1881 Pierce Street, Suite 108, Lakewood, CO 80214.

In testimony whereof, I have hereunto set my hand. 1/2/2015 sjc



Division Director



Executive Director

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

THIS LICENSE EXPIRES FEBRUARY 4, 2016

RENEWAL

STATE OF COLORADO
CITY OF BLACK HAWK

FEE: \$175.00

RETAIL LIQUOR LICENSE

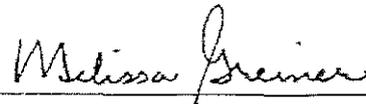
FOR: RETAIL GAMING TAVERN

TO SELL AT RETAIL MALT, VINOUS & SPIRITUOUS LIQUOR

This is to Certify, that Affinity Gaming Black Hawk, LLC dba Golden Gates of the State of Colorado, having applied for a License to sell malt, vinous, and spirituous Liquors, and having paid to the City Treasurer the renewal sum of one hundred seventy-five dollars (\$175.00) therefore, the above applicant is hereby licensed to sell malt, vinous, and spirituous liquors containing more than 3.2% Alcohol by weight by the drink for consumption on the premises as Retail Gaming Tavern at 261 Main Street in the City of Black Hawk, Colorado for a period beginning on the 5th day of February 2015, and ending on the 4th day of February 2016, unless this License is revoked sooner as provided by law. This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 47 of Title 12, Colorado Revised Statutes, as amended and the ordinances of the City aforesaid insofar as the same may be applicable.

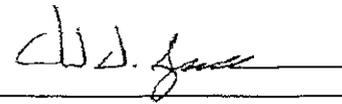
IN TESTIMONY WHEREOF, The City Council has hereunto subscribed its name by its officers duly authorized this 7th day of January 2015.

ATTEST:



Melissa A. Greiner, City Clerk

THE CITY COUNCIL OF THE CITY OF
BLACK HAWK, COLORADO



David D. Spellman, Mayor



CERTIFICATE OF LIABILITY INSURANCE

11/1/2015

DATE (MM/DD/YYYY)
7/17/2015

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 Lockton Insurance Brokers, LLC 725 S. Figueroa Street, 35th Fl. CA License #0F15767 Los Angeles CA 90017 (213) 689-0065	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</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: ACE American Insurance Company	22667	INSURER B: Federal Insurance Company	20281	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
INSURED 1399514 Affinity Gaming Black Hawk, LLC c/o Affinity Gaming 3755 Breakthrough Way, Ste. 300 Las Vegas NV 89135														

COVERAGES APFGA01 **CERTIFICATE NUMBER:** 13581224 **REVISION NUMBER:** XXXXXXXX

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 WVP	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 <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> SIR: \$50,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	N	PMI G24914215 004	11/17/2014	11/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	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			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7172-03-63	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Liquor Liability \$1M/occ and \$2M agg. The City of Black Hawk, its officers, employees and consultants as additional insureds as required by written contract.

CERTIFICATE HOLDER 13581224 City of Black Hawk 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
---	--

AFFINITY GAMING BLACK HAWK
dba Golden Mardi Gras, Golden Gates and Golden Gulch Casinos

Golden Mardi Gras and Golden Gates each analyzed patron counts and revenue per hour through the time liquor service ceases at 0200. Evaluation was conducted again at 0400 hours to determine the change in the number of our recorded slot patrons. At the Mardi Gras casino we show a 47% decrease and at the Golden Gates we show a 63% decrease in patrons between the hour alcohol ceases and the proposed extension time. The average value of a slot patron at either property is \$65 per trip or \$26 per hour during these two hours from patrons visiting during this time period. Additionally, under current alcohol service hours, we see a significant decrease in table games revenue and patron counts causing closures of low volume tables. An average blackjack table generates approximately \$1200 or a total of \$150 in revenue per hour during these hours. An anticipated result of extended alcohol service hours would be a slot/table games increase of potentially 30 guests contributing \$26 per hour which over the course of a year, would present a potential increase of \$1.4M in gaming revenue.

To support our analytics, our Player Development Team conducted focus group surveys to support the anticipated impact that we have presented. Throughout that process, we did not receive negative feedback and heard the following:

"For the black jack players it will be good for business. When you play late and can't come during the day, you want to have a drink and being able to will help me to decide to stay." (Bonita Lindsay 388380)

"It will be good for the late comers. I have to work all day and work often 6 days a week. This will help me decide what to do for my entertainment if I have a new option to unwind and have fun." (Paul Goebel 433071)

"Adding hours to the times I can order a drink would be good for me and my wife and friends. If you are open 24 hours, then you should serve 24 hours and I never understood why no one did before." (Simon Nguyen)

"Even as a non-drinker for 25 years, I support this change. I will typically leave earlier to avoid the mass exodus because of the service times and now I have the luxury of traffic being spread out." (Thomas Gardner 576101)

"I think it would be a good idea to have drinking allowed until 4am so I at least have the option and do not have to wander to find even coffee or a soft drink." (David Towell 102261)

"I get here around 5am and I would like liquor to be available." (Todd Palm 577867)

"It's about time someone figured this out. My family enjoys not only wine and beer but we like the added service times to let us have the option of what we want to do and when." (Suncha Kunisaki 126815)

"I do not like to deal with the traffic of everyone clearing out of town as soon as the entertainment ends and now we can come and go when we want to." (Byong Nam 118086)

"I do not typically drink but my friends who come with me do and always want to leave too early. This gives us all the option to have whatever we want and be able to stay in Black Hawk." (Steven Kickland 371891)

"This makes my husband happier and he wants to play Blackjack late at night after work so we can both play." (Kwi Good 825011)

"As a casino employee that works and plays within the casinos, I see that there is a drastic drop in the number of guests that play between the hours of 1:00 am to 3:00 am. I strongly believe that the drastic decline in guests during these hours is a direct result of liquor no longer being served. As well, US 6 becomes filled with individuals leaving as a mass from the casinos between 1:45 am and 2:00 am. By creating liquor districts, it will enable people to experience a Las Vegas feel, by allowing guests to walk publicly and experience other casinos that they may not usually venture to; which in end, will increase overall business within the entire Black Hawk market. On a separate note, I feel that the extension of liquor service times may encourage individuals at Denver metro bars to venture up to the casinos after 2:00 am. With this, we need to look at affordable options to get these individuals up here by maybe adding RTD routes to the area. The new liquor laws can benefit all casinos and Black Hawk as a whole." (Matthew North-Skelton 604060; resident of Central City)

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

CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Local Liquor Authority Consideration of a Request for a new Beer and Wine License for Chicago Dogs Eatery, Inc. and Monarch Black Hawk, Inc. at 444 Main Street and to set the Boundaries of the Neighborhood and to Set a Date for Public Hearing.

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

MOTION TO APPROVE the request for a new Beer and Wine License for Chicago Dogs Eatery, Inc. and Monarch Black Hawk, Inc. at 444 Main Street, to set the boundaries of the neighborhood, and to set the date of the public hearing to September 23, 2015.

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City Clerk's office received a new Beer and Wine License for Chicago Dogs Eatery, Inc. and Monarch Black Hawk, Inc. on July 22, 2015. The Chicago Dogs Eatery, Inc. will be located at the Monarch Casino, 444 Main Street. The Monarch Casino Black Hawk received approval from the Liquor Enforcement Division on July 31, 2015 for a permanent modification to remove the ground floor deli area from their Hotel/Restaurant Liquor License. This is where Chicago Dogs Eatery, Inc. will be located. The application was deemed complete on July 23rd.

Ordinance 2015-6 (a), amending Chapter 6 of the Black Hawk Municipal Code, Section 6-61 states "The City Clerk shall place on the agenda of a City council meeting the request for a new liquor license. The meeting shall be held not less than four (4) days nor more than thirty (30) days after the City Clerk has received the application. The date the completed application is received by the City Clerk shall be deemed the date of filing of the application."

Section 6-61 (b) states "The City Council shall set the boundaries of the neighborhood and shall set a date for public hearing. The public hearing shall be held not less than thirty (30) days from the date of the City Council meeting in which the application was presented." The next Council meeting to fall within this requirement would be September 23, 2015. This will provide 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.

AGENDA DATE: August 12, 2015

WORKSHOP DATE: N/A

FUNDING SOURCE: N/A

DEPARTMENT DIRECTOR APPROVAL: [X]Yes[]No

STAFF PERSON RESPONSIBLE: Melissa A. Greiner, City Clerk

DOCUMENTS ATTACHED: Redacted Application

RECORD: []Yes [X]No

CITY ATTORNEY REVIEW: [X]Yes []N/A

SUBMITTED BY:

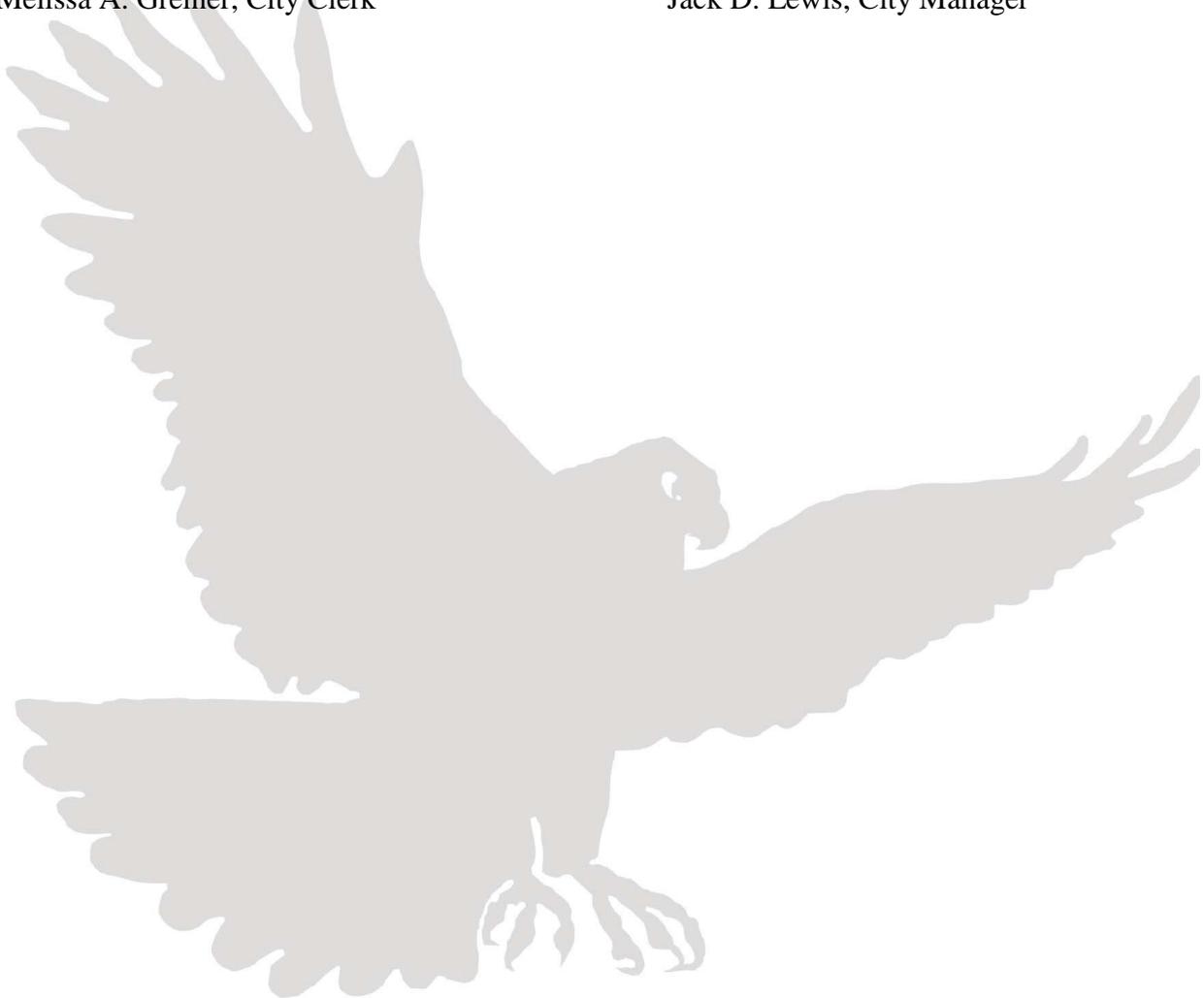
Melissa A. Greiner

Melissa A. Greiner, City Clerk

REVIEWED BY:

Jack D. Lewis

Jack D. Lewis, City Manager





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 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.

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

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
<p>I. Applicant information</p> <p><input type="checkbox"/> A. Applicant/Licensee identified</p> <p><input type="checkbox"/> B. State sales tax license number listed or applied for at time of application</p> <p><input type="checkbox"/> C. License type or other transaction identified</p> <p><input type="checkbox"/> D. Return originals to local authority</p> <p><input type="checkbox"/> E. Additional information may be required by the local licensing authority</p>
<p>II. Diagram of the premises</p> <p><input type="checkbox"/> A. No larger than 8 1/2" X 11"</p> <p><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.)</p> <p><input type="checkbox"/> C. Separate diagram for each floor (if multiple levels)</p> <p><input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant</p> <p><input type="checkbox"/> E. Bold/Outlined Licensed Premises</p>
<p>III. Proof of property possession (One Year Needed)</p> <p><input type="checkbox"/> A. Deed in name of the Applicant (or) (matching question #2) date stamped / filed with County Clerk</p> <p><input type="checkbox"/> B. Lease in the name of the Applicant (or) (matching question #2)</p> <p><input type="checkbox"/> C. Lease Assignment in the name of the Applicant with proper consent from the Landlord and acceptance by the Applicant</p> <p><input type="checkbox"/> D. Other Agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)</p>
<p>IV. Background information and financial documents</p> <p><input type="checkbox"/> A. Individual History Records(s) (Form DR 8404-I)</p> <p><input type="checkbox"/> B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants)</p> <p><input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and or authorization to transfer license</p> <p><input type="checkbox"/> D. List of all notes and loans (Copies to also be attached)</p>
<p>V. Sole proprietor / husband and wife partnership</p> <p><input type="checkbox"/> A. Form DR4679</p> <p><input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant</p>
<p>VI. Corporate applicant information (if applicable)</p> <p><input type="checkbox"/> A. Certificate of Incorporation dated stamped by the Secretary of State</p> <p><input type="checkbox"/> B. Certificate of Good Standing</p> <p><input type="checkbox"/> C. Certificate of Authorization if foreign corporation</p> <p><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)</p>
<p>VII. Partnership applicant information (if applicable)</p> <p><input type="checkbox"/> A. Partnership Agreement (general or limited). Not needed if husband and wife</p> <p><input type="checkbox"/> B. Certificate of Good Standing (If formed after 2009)</p>
<p>VIII. Limited Liability Company applicant information (if applicable)</p> <p><input type="checkbox"/> A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office)</p> <p><input type="checkbox"/> B. Certificate of Good Standing</p> <p><input type="checkbox"/> C. Copy of operating agreement</p> <p><input type="checkbox"/> D. Certificate of Authority if foreign company</p>
<p>IX. Manager registration for hotel and restaurant, tavern licenses when included with this application</p> <p><input type="checkbox"/> A. \$75.00 fee</p> <p><input type="checkbox"/> B. Individual History Record (DR 8404-I)</p> <p><input type="checkbox"/> C. If owner is managing, no fee required</p>

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

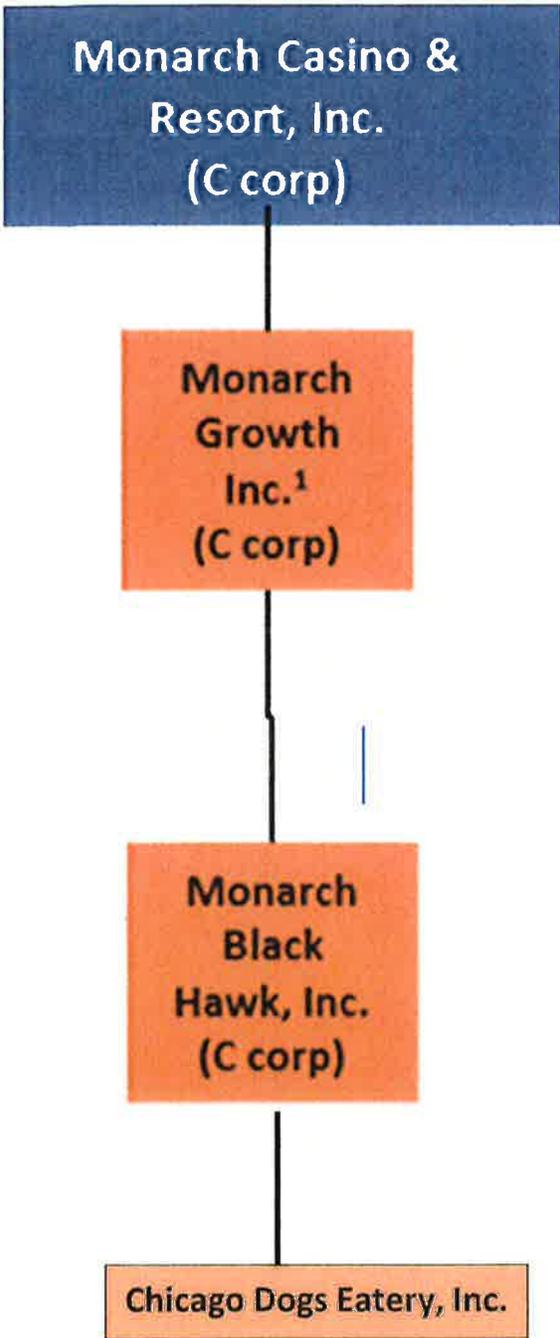
Attachment – 8404

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

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	Print Signature	Title	Date
<i>[Signature]</i>	Lisa Boyer	Sole Officer/Director	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]@n		
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]
				To
				[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)

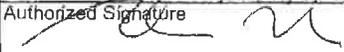
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash - Operating Costs	N/A	Business Account	Available Upon Request	\$10,000.00

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)		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, 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)

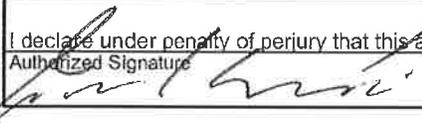
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
Cash - Operating Costs	N/A	Business Account	Available Upon Request	\$10,000.00

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

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."



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

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

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

\$125.00

Document number: 20111448295
 Amount Paid: \$125.00

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

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". The signature is written in a cursive style and is positioned above a horizontal line.

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.

Exhibit A

Articles of Incorporation

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]

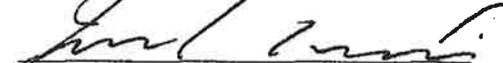
IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent in Lieu of a Meeting of the Sole Shareholder and the Board of Directors of the Company effective as of April 26, 2012.

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:

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Exhibit B

Bylaws

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OF
CHICAGO DOGS EATERY INC.**

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**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

Exhibit C

Shareholder Agreement

**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 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 \$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

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:

LESSEE:

Monarch Black Hawk Inc.

Chicago Dogs Eatery Inc.

By: David Farahi, President

By: Lisa Boyer, President

 7/21/15

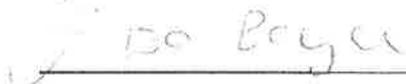
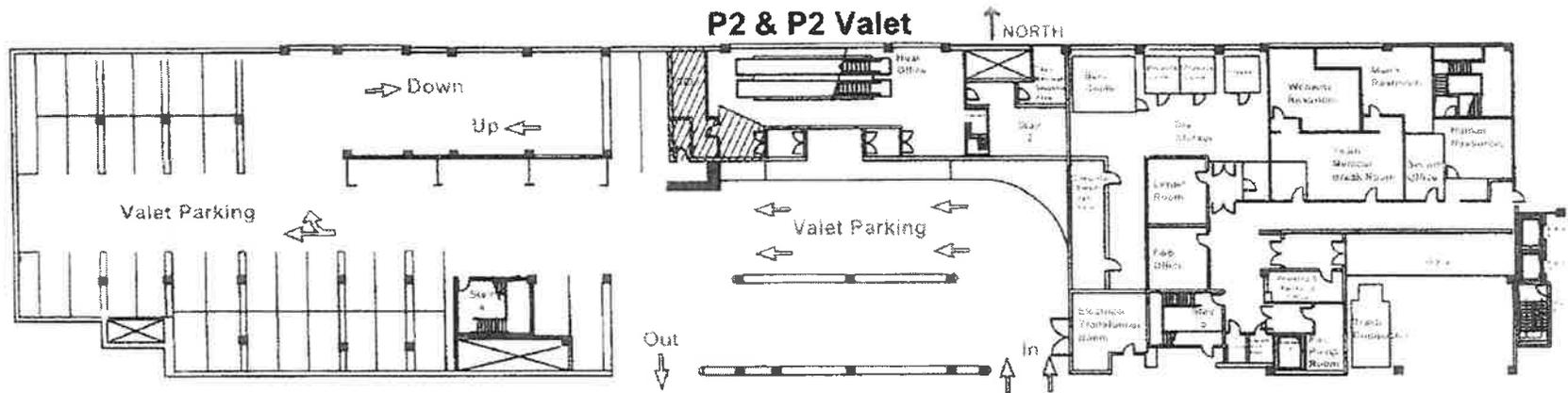
 7-22-15

Exhibit A



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



P2 & P2 Valet Total Square Feet = 30,881 SQ. FT.

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

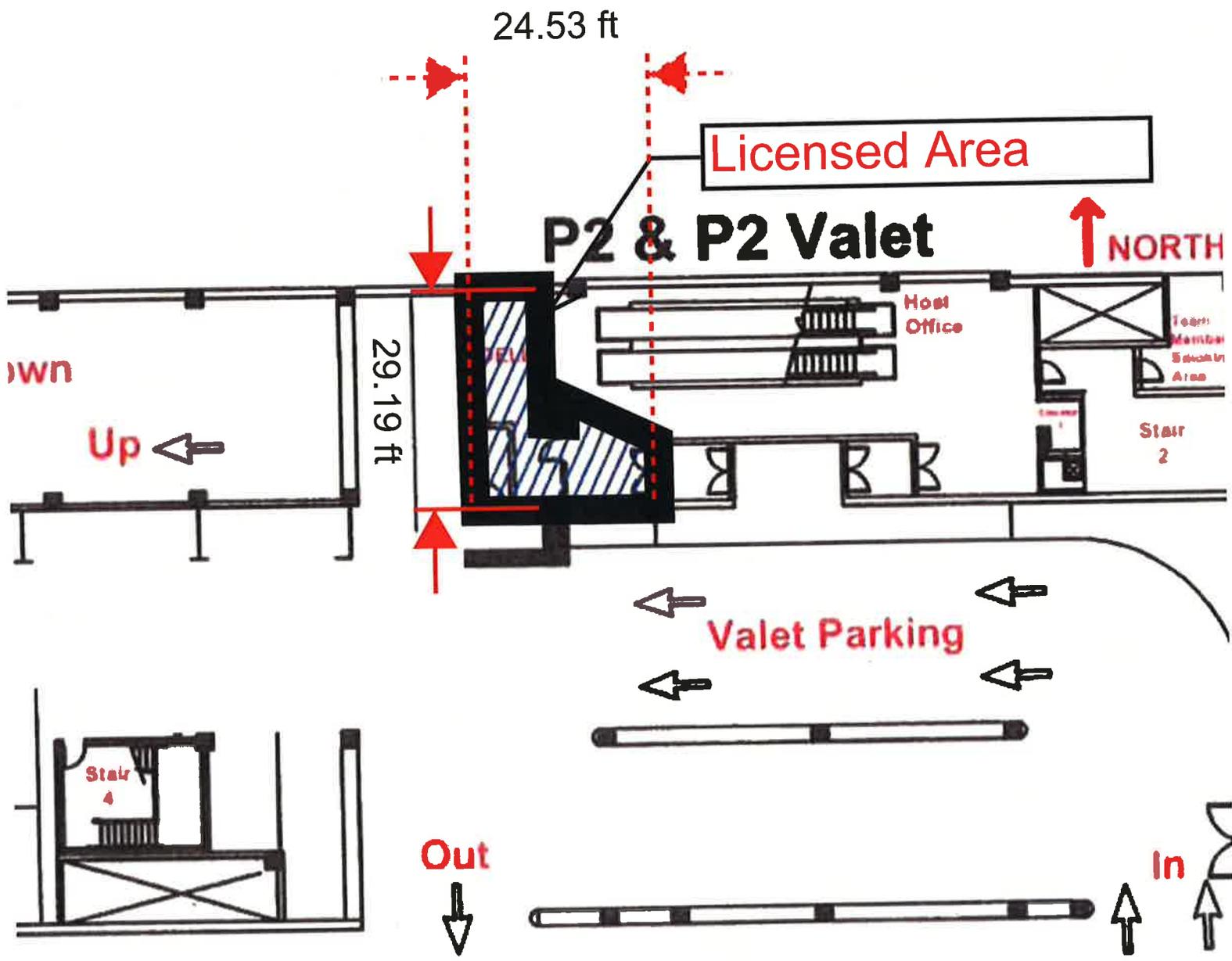
Steamwell

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

DILL DILL CARR STONBRAKER & HUTCHINGS PC

SMALL OPERATING
455 SHERMAN STREET, SUITE 300
DENVER, COLORADO 80203
(303) 777-3737

**GUARANTY BANK
AND TRUST COMPANY**
Customer Service (877) 609-5500
23-96-1020

EZShieldSM Check Fraud
Protection for Business

Jul 22, 2015

R

PAY TO THE
ORDER OF

City of Black Hawk

\$ 1,448.75

*** One Thousand Four Hundred Forty Eight *****

75/100

DOLLARS

City of Black Hawk



Robert G. Dill

AUTHORIZED SIGNATURE

MEMO MONCA.001

⑈007369⑈ ⑆102000966⑆ 4000485608⑈

DILL DILL CARR STONBRAKER & HUTCHINGS PC

City of Black Hawk

July 22, 2015

CHECK #: 7369

7369

Bank # 10

\$1,448.75

For : City of Black Hawk - Local License app fees/Background check

CLIENT : Monarch Casino & Resort
MATTER : MONCA.001

DILL DILL CARR STONBRAKER & HUTCHINGS PC

7369

PAID TO : City of Black Hawk
DATE: Jul 22, 2015
CHECK # 7369
AMOUNT : \$1,448.75
Bank # 10

** GENERAL BALANCES **
UNBILLED DISBS : 1305.25
A/R BALANCE : 0.00

City of Black Hawk - Local License app fees/Backgro

** TRUST BALANCES **
[Trust Acct15] 4271.25]

CLIENT : Monarch Casino & Resort
MATTER : MONCA.001

LAWYER : Adam P.Stapen
//16509//New Beer and Wine License

TRUST BALANCE : 4271.25

DILL DILL CARR STONBRAKER & HUTCHINGS PC

SMALL OPERATING
455 SHERMAN STREET, SUITE 300
DENVER, COLORADO 80203
(303) 777-3737

**GUARANTY BANK
AND TRUST COMPANY**
Customer Service (877) 600-6500
23-96-1020

EZShield™ Check Fraud
Protection for Business

Jul 22, 2015

R

PAY TO THE
ORDER OF

Colorado Department of Revenue

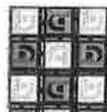
\$ 1,051.25

*** One Thousand Fifty One *****

25/100

DOLLARS

Colorado Department of Revenue



Robert A. Dill

AUTHORIZED SIGNATURE

MEMO MONCA.001

⑈007368⑈ ⑆102000966⑆ 4000485608⑈

DILL DILL CARR STONBRAKER & HUTCHINGS PC

Colorado Department of Revenue July 22, 2015

CHECK # : 7368

7368

Bank # 10

\$1,051.25

For: Colorado Department of Revenue - Liquor License Application fee

CLIENT : Monarch Casino & Resort
MATTER : MONCA.001

DILL DILL CARR STONBRAKER & HUTCHINGS PC

7368

PAID TO : Colorado Department of Revenue
DATE: Jul 22, 2015
CHECK # 7368
AMOUNT : \$1,051.25
Bank # 10

**** GENERAL BALANCES ****

UNBILLED DISBS : 254.00
A/R BALANCE : 0.00

Colorado Department of Revenue - Liquor License Ap

**** TRUST BALANCES ****

[Trust Acct15] 4271.25]

CLIENT : Monarch Casino & Resort
MATTER : MONCA.001

LAWYER : Adam P.Stapen
//16509//New Beer and Wine License

TRUST BALANCE : 4271.25

RESOLUTION 57-2015
A RESOLUTION
APPROVING THE
AGREEMENT FOR 2015-
2016 HOLIDAY
DECORATION
MAINTENANCE AND
INSTALLATION SERVICES
WITH ALPINE ARTISAN
STUDIOS IN THE AMOUNT
NOT TO EXCEED
\$115,439.00

**STATE OF COLORADO
COUNTY OF GILPIN
CITY OF BLACK HAWK**

Resolution No. 57-2015

TITLE: A RESOLUTION APPROVING THE AGREEMENT FOR 2015-2016 HOLIDAY DECORATION MAINTENANCE AND INSTALLATION SERVICES WITH ALPINE ARTISAN STUDIOS IN THE AMOUNT NOT TO EXCEED \$115,439.00

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF BLACK HAWK, COLORADO, THAT:

Section 1. The City Council hereby approves the Agreement for the 2015-2016 Holiday Decoration Maintenance and Installation Services with Alpine Artisan Studios in the amount not to exceed \$115,439.00.

RESOLVED AND PASSED this 12th day of August, 2015.

David D. Spellman, Mayor

ATTEST:

Melissa A. Greiner, City Clerk



CITY OF BLACK HAWK
REQUEST FOR COUNCIL ACTION

SUBJECT: Approve Resolution 57-2015, a Resolution approving the 2015-2016 Holiday Decoration Maintenance and Installation Services Contract.

RECOMMENDATION: If City Council chooses to approve Resolution 57-2015, a Resolution approving the 2015-2016 Holiday Décor Maintenance and Installation Services Contract, the recommended motion is as follows:

“Approve Resolution 57-2015, a Resolution approving the 2015-2016 Holiday Décor Maintenance and Installation Services Contract with Alpine Artisan Studios in the amount not to exceed \$115,439.00.”

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

The City has used this service provider for the last 5 years. They have become more proficient and efficient in the install and takedown portion of the work and they have the staff and shop to perform the required maintenance of the City’s inventory of décor. The décor will be installed similar to last year but with no new pieces. Several of the existing pieces will be refurbished and have new lighting installed. Crews will also come up quarterly throughout the year to perform maintenance on the tree lighting that stays on year around. As in the past, the goal will be to have the décor installed prior to Thanksgiving for a Black Friday lighting.

FUNDING SOURCE: 010-1101-411-58-27 Holiday Decorations

WORKSHOP DATE: 8/12/15

ORIGINATED BY: Thomas Isbester/Gary Pauls

STAFF PERSON RESPONSIBLE: Thomas Isbester

PROJECT COMPLETION DATE: June 2016

DOCUMENTS ATTACHED: none

CITY ATTORNEY REVIEW: []Yes []No []N/A INITIALS _____

SUBMITTED BY:

REVIEWED BY:

Thomas Isbester, Public Works Director

Jack Lewis, City Manager

AGREEMENT FOR SERVICES

THIS AGREEMENT is made on this ^{12th} ~~7th~~ day of August, 2015, between the CITY OF BLACK HAWK, a Colorado municipal corporation (hereinafter referred to as the "City"), and Alpine Artisan Studios (hereinafter referred to as the "Contractor"), to provide the services described herein.

SECTION I - SERVICES OF THE CONTRACTOR

- A. Basic Services. The Contractor shall provide basic services consistent with the scope of services for the 2015-2016 Holiday Décor Maintenance and Installation. A copy of the scope is attached hereto as **Exhibit A** and incorporated by this reference (the "Scope of Services"). The Contractor shall furnish all of the materials, supplies, fuel, tools, equipment, labor, supervision and other services necessary for completion of the work included in the Scope of Services. The Contractor agrees to perform all of the work described in the Scope of Services and comply with all the terms herein for the amounts set forth in the Bid Schedule included with the Scope of Services.

SECTION II - THE CITY'S RESPONSIBILITIES

- A. Provide to the Contractor all pertinent information related to the Scope of Services that is available to the City.
- B. Designate a person authorized to act as the City's representative. The City's representative shall interpret and define the City's policies and render decisions and authorizations concerning the Basic Services provided by the Contractor.

SECTION III - PERIOD OF SERVICE

- A. Basic Services. The services called for shall be accomplished between October 2015 and June 2016.
- B. The Contractor shall commence any work requested by the City within thirty (30) hours of oral request by the City. In the event the Contractor fails to commence work within this time period, the City may take over the work and prosecute the same to completion.

SECTION IV - PAYMENTS TO THE CONTRACTOR

- A. Basic Services. In accordance with the Terms and Conditions of this Agreement, the Contractor shall provide Basic Services for which the City shall compensate the Contractor as provided by Exhibit A and the bid schedule.
- B. Times and Methods of Payment.
1. Progress payments shall be made in proportion to services rendered and shall be due and owing within thirty days of the Contractor's submittal of his monthly invoice. If the City objects to any invoices submitted by the

Contractor, the City will so advise the Contractor in writing giving the reasons within fourteen days of receipt of such invoice.

2. If the City fails to make payments due the Contractor within sixty days after receipt and acceptance of the Contractor's bill, the Contractor may, after giving seven days written notice to the City, suspend services under this Agreement until its outstanding bills have been paid in full.
3. Invoices submitted for payment on a Time and Materials basis by the Contractor shall include a detailed accounting of when specific trucks were activated (trucks should be identified by license number), when trucks are deactivated, and any interruptions in service, i.e. employee breaks, employee lunches or equipment breakdowns.

SECTION V - GENERAL PROVISION

A. Extent of Agreement

This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor.

B. Delegation of Duties

Neither the City nor the Contractor shall delegate any of its duties under the Agreement by contract or otherwise without the written consent of the other.

C. Indemnification

The Contractor agrees to indemnify and hold harmless the City, its officers, employees, and insurers from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any subcontractor of the Contractor, or which arise out of any workmen's compensation claim of any employee of the Contractor or of any employee of any subcontractor of the Contractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the 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. The Contractor also agrees to 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 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 officers, or its employees, the City shall reimburse the Contractor for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

D. Insurance

1. 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 the Indemnity Section 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 the Indemnity Section of this Contract above, by reason of its failure to obtain and maintain during the life of this Contract insurance in sufficient amounts, durations, or types.
2. 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 coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to the Indemnity Section of this Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - (a) Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.
 - (b) Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products and completed operations. The policy shall contain a severability of interests provision.

- (c) Comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph (c) shall be met by each employee of the Contractor providing services to the City under this Agreement.
3. The policy required by paragraph (b) above and by paragraph (c) above shall be endorsed to include the City and the City's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. No additional insured endorsement to the policy required by paragraph (a) above shall contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under any policy required above.
4. The certificate of insurance provided to the City shall be completed by the 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:
- Public Works Director
City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422
5. Failure on the part of the 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 the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to the Contractor from the City.
6. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

7. The parties hereto understand and agree that the City is relying on, and does 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, § 24-10-101 et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

E. General

1. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver or a subsequent breach of the same by the other party.
2. Neither the City nor the Contractor will assign, sublet or transfer any of its interest in this Agreement without the written consent of the other. In the event written consent is provided for the assignment, subletting or transfer of any interest in this Agreement, the successors, assigns or transferee shall be bound to the terms and conditions of this Agreement.

F. Termination

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
2. This Agreement may be terminated in whole or in part in writing by the City for its convenience. Provided, that the Contractor is given not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
3. Upon receipt of a termination action pursuant to paragraphs 1 and 2 above, the Contractor shall promptly discontinue all services affected (unless the notice directs otherwise) and the City may take over the work and prosecute the same to completion by agreement with another party or otherwise.

G. Work Rules

1. The Contractor shall perform all work hereunder in keeping with the rules and regulations that the City may promulgate at any time for the safe, orderly and efficient conduct of all operations.
2. The City shall have the right to require of the Contractor the immediate removal from the Project of any employee of the Contractor or of his subcontractors who, in the discretion of the City, is not qualified to perform the work assigned to him, is guilty of improper conduct, or is not working in harmony with the other trades.
3. Nothing contained in this Agreement shall constitute the Contractor as being an employee of the City, nor shall any employment relationship between the City and the Contractor be created by the terms hereof.
4. The Contractor is responsible for the safety of any of its materials, tools, possessions, and rented items stored within the City and shall hold the City and its authorized representatives harmless from any damages or loss incurred thereto.
5. The Contractor agrees to report immediately to the City, in writing, any and all property damages and/or personal injury that occur during the course of the Contractor's performance.

H. 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.

PROSPECTIVE CONTRACTOR'S CERTIFICATE REGARDING EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN

FROM: Alpine Artisan Studios
(Prospective Contractor)

TO: City of Black Hawk
P.O. Box 68
Black Hawk, Colorado 80422

Project Name Holiday Decor 2015

Bid Number _____ Project No. _____

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 4th day of August, 2015.

Prospective Contractor: Alpine Artisan Studios, LLC

By: Jennifer Vanini

Title: President

NO EMPLOYEE AFFIDAVIT

1. Check and complete one:

I, _____, 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, Jennifer Vanini, am an owner/member/shareholder of Alpine Artisan Studios, LLC, a Limited Liability Corporation [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, _____, 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.

Signature

Date

**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



1441 W 124TH AVENUE, WESTMINSTER CO 80234 USA
 P 303.296.9494 F 303.298.0535
 WWW.ALPINEARTISANSTUDIOS.COM

City of Blackhawk
 2015 SCOPE OF WORK
 v2

2015 SCOPE OF WORK BUDGET SUMMARY - DÉCOR & TREE LIGHTING

		2014 BUDGET
Refurbishment - Wash, repair, and prep for install. Includes (72) Spot lights. See condition report detail	\$ 28,478.05	\$ 34,428.00
Install/Removal/Rentals/Expenses - Décor & Tree Lighting Year Round Maintenance & Seasonal Install	\$ 80,700.48	\$ 76,728.00
Weekly Maintenance	\$ 5,760.00	\$ 5,760.00
Inventory & Condition Report	\$ 500.00	\$ 500.00
New Product	\$ -	\$ 23,626.00
Services for New Product	\$ -	\$ 1,875.00
GRAND TOTAL	\$ 115,438.53	\$ 142,917.00

2015 SCOPE OF WORK BUDGET DETAIL

			PAYMENT	MONTH	
Base Refurbishment - Wash, repair, and prep for install - Materials & Spotlights		\$ 28,478.05			
Labor	\$ 21,607		\$ 14,239.03	August-15	50.0%
Rentals	\$ 240		\$ 14,239.03	September-15	50.0%
Materials - (90) Spot Lights, Glitter, Ornaments, Rope Light, Paint, LED Lights, Cleaning Supplies Including Brass Cleaner	\$ 6,631				
Refurbishment - Large repairs		\$ -			
All included in base refurbishment			\$ -	n/a	#DIV/0!
Install/Removal/Rentals/Expenses - Décor		\$ 61,332.98			
Labor Décor	\$ 47,833		\$ 15,333.24	September-15	25.0%
Rentals	\$ 10,000		\$ 33,733.14	November-15	55.0%
Materials - (2,500) Extra Large Zip Ties, Zip Ties, Bail Tie, Cable, Cable Clamps, Plugs, Ground Takes, Install Maintenance for Decor Items; Lights & Adaptors for Decor, Data Cables (Wall Washer Supply) & Cleaning Supplies	\$ 3,500		\$ 12,266.60	March-16	20.0%
Tree Lighting Seasonal - Install/Removal/Maint		\$ 4,687.50			
Labor Tree Lighting Seasonal (Includes moving fire station trees to seasonal implementation)	\$ 4,688		\$ 2,343.75	September-15	50.0%
			\$ 2,343.75	March-16	50.0%
Year Round Tree Lighting Maintenance		\$ 8,400.00			
Labor Tree Lighting - Early Summer - Rewrap Trees/Reinstall Lights	\$ 4,800		\$ 4,800.00	August-15	57.1%
Labor Tree Lighting - Fall	\$ 1,200		\$ 1,200.00	November-15	14.3%
Labor Tree Lighting - Winter	\$ 1,200		\$ 1,200.00	March-16	14.3%
Labor Tree Lighting - Late Spring	\$ 1,200		\$ 1,200.00	May-16	14.3%



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City of Blackhawk
2015 SCOPE OF WORK
 v2

Tree Lighting - Rentals & Materials - Year Round & Seasonal Implementations		\$ 6,280.00	\$ 3,140.00	August-15	50.0%
Rentals			\$ 3,140.00	November-15	50.0%
Materials - Replenishment of (8) Colors/Types of Lights (One Case of Each) & Cords, Plugs, Extensions, 3 Way Connectors - <i>Utilized these materials during June maintenance</i>	\$ 2,500				
	\$ 3,780				
Weekly Maintenance - Holiday Décor & Tree Lighting - Labor Nov through Jan		\$ 5,760.00	\$ 2,880.00	December-15	50.0%
			\$ 2,880.00	March-16	50.0%
Inventory & Condition Report		\$ 500.00	\$ 500.00	March-16	100.0%
Subtotal		\$ 115,438.53	\$ 115,438.53		

2015 SCOPE OF WORK NEW PRODUCT			PAYMENT	MONTH
New Product				
n/a	\$ -	\$ -	\$ -	n/a
Services for Newly Added Products				
n/a	\$ -	\$ -	\$ -	n/a
Subtotal		\$ -	\$ -	

GRAND TOTAL	\$ 115,438.53
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PAYMENT SCHEDULE		
Tree Lighting Rewrap Aspens & Refurbishment Materials	August	\$ 22,179.03
Refurbishment Balance Payment, Seasonal Tree Lighting Labor & Décor Install Supplies/Prep	September	\$ 31,916.02
Install Completion, Tree Lighting Supplies & Maintenance	November	\$ 38,073.14
Maintenance - Décor & Trees	December	\$ 2,880.00
Removal Décor & Seasonal Tree Lighting Labor, Condition Report & Tree Lighting Maintenance	March	\$ 19,190.35
Tree Lighting Maintenance	May	\$ 1,200.00
		\$ 115,438.53



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2015

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 Taggart and Associates, Inc 1600 Canyon Boulevard P. O. Box 147 Boulder CO 80306		CONTACT NAME: Robyn Burgess PHONE (A/C, No, Ext): (303) 442-1484 E-MAIL ADDRESS: rburgess@taggartinsurance.com FAX (A/C, No): (303) 442-8822	
INSURED Alpine Artisan Studios, LLC 1441 West 124th Ave. Denver CO 80234		INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Indemnity Company NAIC # 23280 INSURER B: Pinnacol 41190 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 Master 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 ISUBR INSD 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 <input checked="" type="checkbox"/> PD Ded: \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	EPP0323796	5/1/2015	5/1/2016	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		EPP0323796	5/1/2015	5/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		EPP0323796	5/1/2015	5/1/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	4169142	06/01/2015	06/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Blackhawk and its officers and employees are included as additional insureds to the general liability including ongoing and completed operations on a primary and non-contributory basis as required per written contract.

CERTIFICATE HOLDER Public Works Director 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE R Burgess, CRIS/RAB 

CITY MANAGER'S REPORT



BLACK HAWK ®



INCORPORATED 1864

Community Planning & Development

211 Church Street
P.O. Box 68
Black Hawk, CO 80422
www.cityofblackhawk.org
303-582-0615 Office
303-582-2239 Fax

Mayor

David D. Spellman

Aldermen

Linda Armbright
Paul G. Bennett
Hal Midcap
Jim Johnson
Greg Moates
Benito Torres

City Attorney

Corey Y. Hoffmann

City Manager

Jack D. Lewis

City Clerk /

Administrative Services Director

Melissa A. Greiner

Finance Director

Lance R. Hillis

Fire Chief

Donald E. Taylor

Police Chief

Stephen N. Cole

Public Works Director

Thomas Isbester

**Community Planning & Development
Administrator**

Cynthia L. Linker

COLORADO'S SECOND OLDEST
MUNICIPAL CORPORATION

TO: City Council
Jack D. Lewis, City Manager

FROM: Cynthia L. Linker, CP&D Administrator

DATE: August 1, 2015

RE: Bull Durham – Violation Letter

The enforcement of the sign code and Comprehensive Sign Plan (CSP) are directly tied to the approval of the Bull Durham CSP approved by City Council August 13, 2014 under Resolution 60-2014.

The original application, dated July 14, 2014, for a CSP was signed by Bull Durham, allowing Black Hawk's Land Use Consultant, Baseline, to charge time towards the sign plan for the actions that are logical follow-ups to the sign plan application and CSP approval. Given the conditions of approval on the Certificate of Appropriateness for the 2014 Bull Durham CSP, City staff and Baseline must be able to ensure the conditions are met in order to properly enforce the sign code. Baseline, at the direction of City staff, repeatedly inquired (via emails on 9/22/2014, 10/6/2014) to Bull Durham if the required survey had been created for the projecting awnings, which was a condition of approval to the CSP. Bull Durham was given ample time to respond to these inquiries. The notice of violations is dated April 21, 2015.

The notice that was sent to Bull Durham attended to several issues related to Bull Durham casino signs, awnings, and other items that needed to be addressed. One of the items (a survey) was a condition from the time when Bull Durham CSP was approved. Other issues occurred (awnings, improper signs, etc.) since the CSP was approved on August 13, 2014. So, information was gathered on all issues and Baseline wrote a comprehensive notice of the violations. This notice included a summary of the issues and an explanation as to why this is an issue supported by references to the municipal code. Each issue also included a short explanation as to what the next step for Bull Durham ought to be. This was done so that Bull Durham management would not be wondering what has to be done but have a clear understanding of next steps.

A thorough violation notice takes time to be written and reviewed in order to ensure the individual receiving the notice clearly understands the issues at hand. Any issues and follow-up related to the Council approved CSP can and should be charged to the original applicant until the CSP's conditions of approval and other requirements are met.

The above process is standard practice followed by and administered by Community Planning and Development and the department's consultants.

Attachments:

1. Pre-Planning Land Use Application – Dated July 24, 2014
2. Baseline Violation Letter – Dated April 21, 2015
3. Baseline Invoice – Dated April 25, 2015
4. City of Black Hawk Invoice – Dated May 21, 2015



BLACK HAWK

City of Black Hawk
Community Planning and Development
211 Church Street
P.O. Box 68
Black Hawk, CO 80422
Ph: 303-582-0615 Fax: 303-582-2239

PRE-PLANNING
LAND USE
APPLICATION

DATE: JULY 14TH, 2014
APPLICANT NAME: BULL DURHAM CASINO
APPLICANT ADDRESS: 110 MAIN STREET, BLACK HAWK, COLORADO 80422
APPLICANT MAILING ADDRESS: P O BOX 389, BLACK HAWK, COLORADO 80422
APPLICANT CONTACT NUMBER: (303) 582-0810
EMAIL ADDRESS: bull_durham777@hotmail.com
PROPERTY OWNER NAME: BULL DURHAM CASINO
PROPERTY OWNER ADDRESS: 110 MAIN STREET, BLACK HAWK, COLORADO 80422
PROPERTY OWNER MAILING ADDRESS: P O BOX 389, BLACK HAWK, COLORADO 80422
PROPERTY OWNER CONTACT NUMBER: (303) 582-0810
EMAIL ADDRESS: bull_durham777@hotmail.com
PROJECT NAME: BULL DURHAM CASINO COMPREHENSIVE SIGN PLAN
PROJECT ADDRESS: 110 MAIN STREET, BLACK HAWK, COLORADO 80422
PROJECT DESCRIPTION: APPROVAL FOR PERMANENT AND TEMPORARY SIGNAGE AFFIXED TO BUILDING AS PER CURRENT SIGN CODE FOR BLACK HAWK.

IS PROPERTY WITHIN CITY LIMITS: YES NO

PRESENT ZONING: _____ CURRENT USE: _____

NAME OF EXISTING PLANNED UNIT DEVELOPMENT (IF APPLICABLE): _____

NAME OF EXISTING SUBDIVISION PLAT (IF APPLICABLE): _____

GILPIN COUNTY ASSESSOR'S I.D. NO.(S): _____

EXISTING PROPERTY SIZE: _____ ACRES/SQ.FEET

(PLEASE ATTACH A COPY OF SURVEY/PLAT.)

EXISTING BUILDING SIZE: _____ SQ. FT. AND/OR NUMBER OF EXISTING RESIDENTIAL UNITS: _____

ACTION REQUESTED (COMPLETED BY CITY STAFF):

A list of required submittal items will be provided to the applicant at the conclusion of the Pre-Planning Process. A list of potential documents that may be required is attached.

ANNEXATION OF _____ ACRES OF LAND AND _____ ACRES OF RIGHT-OF-WAY

ZONING/REZONING: FROM: _____ TO: _____

PLANNED UNIT DEVELOPMENT (AMENDMENT)

FINAL PLAT: _____ EXISTING LOTS _____ PROPOSED LOTS

MINOR PLAT

SPECIAL USE PERMIT

VACATION OF EASEMENT: _____ RIGHT-OF-WAY: _____

VARIANCE

SITE DEVELOPMENT PLAN

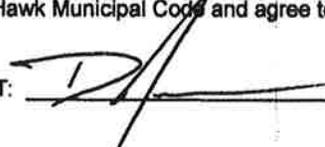
- CERTIFICATE OF APPROPRIATENESS
- TEMPORARY USE PERMIT
- HISTORIC PRESERVATION FUND GRANT
- FEMA ELEVATION CERTIFICATE
- FLOOD PLAIN DEVELOPMENT PERMIT
- MOTOR VEHICLE/RECREATION VEHICLE STORAGE PERMIT
- COMPREHENSIVE SIGNAGE PLAN/SIGN PERMIT
- BOARD OF APPEALS

FOR INFORMATIONAL PURPOSES, SECTION 16-370 OF THE BLACK HAWK MUNICIPAL CODE ESTABLISHES THE REQUIREMENT FOR APPLICANTS TO PAY FEES TO COVER THE COSTS THE CITY MAY INCUR BY HAVING THE CITY APPROVED CONSULTANTS EVALUATE AND PROCESS APPLICATIONS. IF YOU HAVE ANY QUESTIONS RELATED TO THIS, PLEASE CONTACT US FOR CLARIFICATION.

CERTIFICATION:

I hereby certify that to the best of my knowledge and believe, all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the City of Black Hawk staff to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, I have read and understand Section 16-370 of the Black Hawk Municipal Code and agree to the payment of any fees to the processing of this application.

SIGNATURE OF APPLICANT: _____



DATE: _____

7/15/14

All Submittal attachments included? Yes No

Public Hearing Required? Yes No

Administrative Approval: Yes No

Date: _____

Date: _____

REVIEW:

- City Surveyor – CCS Consulting
- Baseline Corporation
- Colorado Code Consultants
- Community Planning and Development
- Public Works

April 21, 2015

Corby Harrell
Bull Durham Casino
110 Main Street
Black Hawk, Colorado 80422
SENT VIA EMAIL



Dear Ms. Harrell,

This letter is to inform you of several issues related to Bull Durham Casino that involve inappropriate/illegal sign displays, existing awning conditions and an outstanding survey that needs to be completed based on the approval of the Bull Durham Casino Comprehensive Sign Plan. Each issue is listed below.

Window Signs:

On April 14, 2015 staff from Black Hawk visited the exterior of Bull Durham Casino. During the site visit, signs on your property were evaluated against the City of Black Hawk sign regulations approved by City Council in early 2014. Overall, the Bull Durham Casino is in compliance with the approved code. However, there are several temporary paper window signs currently on display at the front entrance door and windows that are not allowed per the City of Black Hawk Sign Code. See section 15-43 and 15-44 of the Black Hawk Municipal Code.

Awnings:

Approximately 10 months ago (June 2014) strong winds damaged the awnings on the front façade of Bull Durham Casino facing Main Street. Temporary repair was performed on the awnings; however, the damaged awning material was not fully repaired or replaced. On November 21, 2014 an inquiry was made on behalf of Bull Durham Casino as to what would be the appropriate City review process to approve the replacement of the awnings. Following the initial inquiry no additional steps were taken by Bull Durham Casino to replace the awnings. It is believed by City staff that the awnings also extend into the City's Main Street right-of-way which necessitates a License Agreement to be approved by City Council. We requested a survey of your property showing property lines and your improvements. This will demonstrate if a License Agreement is needed or not. (See survey section below).

Survey:

On August 13, 2014 a Resolution (No. 60-2014) conditionally approving a Certificate of Appropriateness for a Bull Durham Comprehensive Sign Plan was approved. One of the conditions of approval required a completion of a survey to determine if any of the proposed or existing signs and awnings project into the public right-of-way and if a license agreement must be processed and approved by the City Council. The required survey was not completed and it is an outstanding requirement that must be finalized. Please provide the survey document by May 29, 2015.

The following actions are necessary to be addressed to avoid being provided a zoning violation notice:

1. All temporary window signs taped to the front entrance door and anywhere else on the building must be removed immediately and not used in the future. Temporary window signs are not

Corporate Headquarters

1950 Ford Street
Golden, Colorado 80401
Ph 303.940.9966
Fax 303.940.9959

High Plains

Downtown Greeley
710 11th Avenue, Suite 105
Greeley, Colorado 80631
Ph 970.353.7600
Fax 970.353.7601

Rocky Mountains

Ski Village
1815 Central Park Drive, #370
Steamboat Springs, Colorado 80477
Ph 970.879.1825
Fax 866.242.9106

permitted. Please contact either of us for information on alternative options for replacement of the temporary window signs and refer to Section 15-43 and 15-44 of the Sign Code.

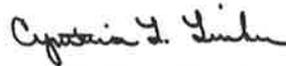
2. Replace existing awnings with appropriate awning material type and color. The existing awnings are weathered and damaged and do not represent what the original awnings looked like. Bull Durham Casino can choose to replace the existing awnings with the original color and type of material or propose a different awning style and character. Replacing the awnings with the exact same original color and material does not necessitate a City Council approval process but only a notice of intent to replace them to the City and a building permit application. If you choose to replace the awnings with a new style, color and material, a Certificate of Appropriateness needs to be submitted and then approved by the City Council, per Section 16-368 of the Black Hawk Municipal Code, prior to the installation of new awnings. Please contact either of us for information on how to proceed with the replacement of the existing awnings.
3. Complete the survey requirement per condition of approval in Resolution No. 60- 2014. Survey shall be completed and stamped by a professional surveyor utilizing the City of Black Hawk survey standards and be provided by May 29, 2015.

If you have any questions regarding any items and requirements listed above, please feel free to contact us. If a resolution is not attained, additional code enforcement notice/action on behalf of the City of Black Hawk will commence. Thank you in advance for your attention and responsiveness to resolve the issues.

Sincerely,



Vincent Harris, AICP, Planning Director
Baseline Corporation (Land Use/Planning Consultant)
Development
vince@baselinecorp.com
(303) 202-5010 x217



Cynthia Linker, CPD Administrator
City of Black Hawk Community
CLinker@cityofblackhawk.org
(303) 582-0615



Engineering · Planning · Surveying

Invoice

Date	Invoice #
4/25/2015	10620

Bill To
Ms. Cindy Linker City of Black Hawk P.O. Box 68 Black Hawk, CO 80422

Account 141 Planning Services

Terms
Net 30

Project
P-14-14Bull Durham Casino CSP

Serviced	Description	Quantity	Rate	Amount
4/15/2015	Principal Planner-Z.Spiric write a notice of correction letter for violations on window signs, awnings and no survey.	1	80.00	80.00
4/16/2015	Principal Planner-Z.Spiric write a notice of correction letter for violations on window signs, awnings and no survey.	1.5	80.00	120.00
4/17/2015	Principal Planner-Z.Spiric Continue review of notice of correction.	1	80.00	80.00
4/21/2015	Principal Planner-Z.Spiric send out a notice to the casino regarding zoning violation.	1	80.00	80.00
4/24/2015	Principal Planner-Z.Spiric send out a notice to the casino regarding zoning violation.	0.25	80.00	20.00
	SUBTOTAL TIME Z SPIRIC			380.00
4/14/2015	Lead Planner, AICP-V.Harris review and approve letter for enforcement	0.25	135.00	33.75
4/17/2015	Lead Planner, AICP-V.Harris review and approve letter for enforcement	0.75	135.00	101.25
	SUBTOTAL TIME V HARRIS			135.00
4/17/2015	Senior Planner, AICP-E.Watel Review/approve code violation letter	0.25	95.00	23.75

<p>An annual interest rate of 18% will be applied to all balances over 90 days. Please Mail Payment to: Baseline Engineering Corp. 1950 Ford St, Golden, CO 80401 ph 303-940-9966 fx 303-940-9959</p>	<p>Total this invoice <i>WAS</i> \$538.75</p>
---	--

Corporate Headquarters
Downtown Golden
1950 Ford Street
Golden, Colorado 80401
Ph 303.940.9966
Fax 303.940.9959

Northern Bureau
Downtown Greeley
710 11th Avenue, Suite 105
Greeley, Colorado, 80631
Ph 970.353.7600
Fax 970.353.7601

Rocky Mountains
Ski Village
1815 Central Park Dr., # 370
Steamboat Springs, Colorado 80477
Ph 970.879.1825
Fax 866.242.9106



City of Black Hawk
 P.O. Box 68
 Black Hawk, CO 80422
 303-582-2294
 www.cityofblackhawk.org

Invoice

Customer Number	Bill Date
1083	05/21/2015
Invoice Number	
347986180	

Bull Durham
 P.O. Box 389
 Black Hawk CO 80422

Description	Quantity	Unit Price	Total Price
Baseline Invoice 10620			\$538.75
Baseline Invoice 10620 15% Admin Fee			\$80.81
TOTAL AMOUNT DUE UPON RECEIPT			\$619.56

CITY BULLETIN BOARD:

RETAIN THIS PORTION FOR YOUR RECORDS

PAYMENT METHODS

- Check made payable to the City of Black Hawk
- Money Order made payable to the City of Black Hawk

RETURN THIS PORTION OF BILL WITH PAYMENT. DO NOT SEND CASH.
 Make Check Payable To: The City of Black Hawk

Customer Number	
1083	
INVOICE NUMBER	347986180
TOTAL AMOUNT DUE UPON RECEIPT	\$619.56
PAYMENT AMOUNT ENCLOSED	

Please remit full payment of this bill upon receipt.

Bull Durham
 P.O. Box 389
 Black Hawk CO 80422

