

**AGENDA
PARKER SPECIAL LICENSING AUTHORITY
May 16, 2019**

1. 6:30 P.M. - REGULAR MEETING

- (a) **Call to Order**
- (b) **Roll Call**
- (c) **Pledge of Allegiance**

2. APPROVAL OF MINUTES

- **April 18, 2019**

3. PUBLIC COMMENTS - 2 Minute Limit (No action will be taken on these items)

4. PUBLIC HEARINGS

- A.**
 - License Type:** Beer and Wine
 - Applicant:** Kimberlee Bell, LLC
d/b/a Kunjani Coffea
 - Location:** 10009 S. Jordan Road

- B.**
 - License Type:** Hotel and Restaurant
 - Applicant:** RamCats LLC
d/b/a Burgerim
 - Location:** 12231 Pine Bluffs Way

- C.**
 - License Type:** Beer and Wine
 - Applicant:** Mr Ramen Inc
d/b/a Mr Ramen
 - Location:** 9328 S. Jordan Road

5. GREATER DOWNTOWN SPECIAL PRIVATE ART PERMITS - ADDITIONS

Applicant: Parker Chamber of Commerce
Old Town Parker Wine Walks
Location: Downtown Parker
Dates: May 17, 2019 August 23, 2019
June 28, 2019 September 27, 2019
July 26, 2019 October 25, 2019
December 6, 2019

6. OTHER BUSINESS

7. ADJOURNMENT

**SPECIAL LICENSING AUTHORITY
MINUTES
APRIL 18, 2019**

Vice Chair Chung called the meeting to order at 6:30 p.m.

Authority members also present were Mike Appleby, and Steve Connor. Kelli Narde was absent. Alternate members present were Bryan Campbell and Jon Brusco. Staff in attendance were Town Clerk Carol Baumgartner, Chris Vanderpool Deputy Town Clerk, and Authority Attorney Corey Hoffmann.

Chair Chung lead the Pledge of Allegiance.

PUBLIC COMMENTS

None.

APPROVAL OF MINUTES

Mike Appleby moved to approve the March 21, 2019 minutes. Steve Conner seconded the motion and was approved unanimously.

PUBLIC HEARINGS

A. SPECIAL EVENTS PERMIT APPLICATION (MALT, VINOUS AND SPIRITUOUS)

Applicant:	Parker Area Chamber of Commerce Foundation
Event:	Parker Days
Location:	O'Brien Parker - 10795 Victorian Drive
Dates:	June 6, 2019 - June 9, 2019

6:32 p.m.

No one from the public was present to comment. Chair Chung stated there would be one presentation with three separate motions.

Dennis Houston with the Foundation was present and introduced Dean Menos, Event Manager for Parker Days. Dean explained there will be three areas of liquor to control. All areas will be fenced. Security guards will ask for identification regarding age compliance. Members of the Police Department will be on site as well. There will be daily meetings with the Police Department for those serving alcohol. Servers will be TIPS trained. Beer managers will monitor for over-serving of alcohol.

Bryan Campbell moved to approve the Special Events Permit Application (Malt, Vinous and Spirituous) for the Parker Chamber of Commerce Foundation, Parker Days, June 6-9, 2019, at O'Brien Park, 10795 Victorian Drive. Steve Conner seconded the motion and was approved unanimously.

B. SPECIAL EVENTS PERMIT APPLICATION (MALT, VINOUS AND SPIRITUOUS)

Applicant: Parker Area Chamber of Commerce Foundation
Event: Parker Days
Location: Mainstreet - Between S. Pine Dr. and PACE Center Dr.
Dates: June 7, 2019 - June 9, 2019

Mike Appleby moved to approve the Special Events Permit Application (Malt, Vinous and Spirituous) for the Parker Chamber of Commerce Foundation, Parker Days, June 7-9, 2019, at Mainstreet between Pine Drive and PACE Center Drive. Jon Brusco seconded the motion and was approved unanimously.

C. SPECIAL EVENTS PERMIT APPLICATION (MALT, VINOUS AND SPIRITUOUS)

Applicant: Parker Area Chamber of Commerce Foundation
Event: Parker Days
Location: 19563 E. Mainstreet
Dates: June 7, 2019 - June 9, 2019

Jon Brusco moved to approve the Special Events Permit Application (Malt, Vinous and Spirituous) for the Parker Chamber of Commerce Foundation, Parker Days, June 7-9, 2019, at 19563 E. Mainstreet. Mike Appleby seconded the motion and was approved unanimously.

D. BEER AND WINE LIQUOR LICENSE (NEW)

License Type: Beer and Wine
Applicant: Mici Parker, LLC
d/b/a MICI Handcrafted Italian
Location: 11290 S. Twenty Mile Road #121

Chair Chung opened the Public Hearing at 6:45 p.m.

Attorney Brian Profitt introduced Mr. Elliott Schiffer, Manager of Mici Parker, LLC, and Carolyn Johnson with Esquire Petitioning Services. Mr. Schiffer and Ms. Johnson were sworn.

Mr. Schiffer described the business model for the store. He stated it will be a good family place to eat. They have three beers and an all-Italian wine list. The beer and wine will compliment the meal. MICI will be open from 11 a.m. to 9 p.m. On weekends they are open one hour later.

Mr. Schiffer described the floor plan to the Authority. Customers order at the counter and are served at the table. There is a patio that is included in the application. There is an exit from the patio that will be signed accordingly. It has a full kitchen.

Mr. Schiffer described the training of employees. There will be 50 employees. Eight will be at the front of the house that will sell alcohol. They have an operations manual. They have a three-day training and certify that they are knowledgeable in serving alcohol.

Individuals are carded at the counter. Identification will be asked from anyone who asks for alcohol. Violations by employees will result in termination. They have not had any violations at any of the other locations.

Carolyn Johnson with Esquire Petitioning Services described the petitioning process to the Authority. All were in support of this establishment.

There was no one from the public to comment on this item. The Public Hearing was closed at 7:03 p.m.

Steven Conner moved to approve the Beer and Wine liquor license for Mici Parker, LLC, d/b/a MICI Handcrafted Italian, 11290 S. Twenty Mile Road, #121. Bryan Campbell seconded the motion and was approved unanimously.

**PRESENTATION OF AN APPLICATION FOR A BEER AND WINE LIQUOR
LICENSE TO SET A PUBLIC HEARING DATE AND ESTABLISH PETITIONING
BOUNDARIES**

License Type: Beer and Wine
Applicant: Kimberlee Bell, LLC
d/b/a Kunjani Coffea
Location: 10009 S. Jordan Road

Jon Brusco moved to approve the Public Hearing date of May 16, 2019, for a Beer and Wine liquor license for Kimberlee Bell, LLC, d/b/a Kunjani Coffea, 10009 S. Jordan Road and to establish the neighborhood petitioning boundaries included in the staff memorandum. Mike Appleby seconded the motion and was approved unanimously.

**PRESENTATION OF AN APPLICATION FOR A HOTEL AND RESTAURANT
LIQUOR LICENSE TO SET A PUBLIC HEARING DATE AND ESTABLISH
PETITIONING BOUNDARIES**

License Type: Hotel and Restaurant
Applicant: RamCats LLC
d/b/a Burgerim
Location: 12231 Pine Bluffs Way

Jon Brusco moved to approve a Public Hearing date of May 16, 2019, for a Hotel and Restaurant License for RamCats LLC, d/b/a Burgerim, 12231 Pine Bluffs Way, and to establish the neighborhood petitioning boundaries included in the staff memorandum. Bryan Campbell seconded the motion and was approved unanimously.

**PRESENTATION OF AN APPLICATION FOR A BEER AND WINE LIQUOR
LICENSE TO SET A PUBLIC HEARING DATE AND ESTABLISH PETITIONING
BOUNDARIES**

Licence Type: Beer and Wine
Applicant: Mr. Ramen Inc
d/b/a Mr. Ramen
Location: 9328 S. Jordan Road

Mike Appleby moved to approve a Public Hearing date of May 16, 2019, for a Beer and Wine License for Mr. Ramen Inc, d/b/a Mr. Ramen, 9328 S. Jordan Road, and to establish the neighborhood petitioning boundaries included in the staff memorandum. Steve Conner seconded the motion and was approved unanimously.

RETAIL LIQUOR STORE LIQUOR LICENSE RENEWAL

Applicant: Magan LLC
d/b/a Bruin Spirits
Location: 11177 S. Dransfeldt Road #139

Steve Conner moved to approve the Retail Liquor Store license renewal for Magan LLC, d/b/a Bruin Spirits, 11177 S. Dransfeldt Road #139. Jon Brusco seconded the motion and was approved unanimously.

OTHER BUSINESS

Corey Hoffmann presented a draft ordinance for the Authority to review. The ordinance makes reference to 3.2% beer out of the code and replaces it with fermented malt beverage.

It also changes the reference of Town Council to the Special Licensing Authority.

Jon Brusco moved to recommend that Town Council approve the ordinance. Chair Chung seconded the motion and was approved unanimously.

ADJOURNMENT

There was no further business to come before the Authority. The meeting adjourned at 7:15 p.m.

Chris Vanderpool, Deputy Town Clerk

David Chung, Vice Chair



**SPECIAL LICENSING AUTHORITY
AGENDA PACKET MEMORANDUM**

To: Special Licensing Authority
From: Chris Vanderpool, Deputy Town Clerk
Through: Carol Baumgartner, Town Clerk
Through: Michelle Kivela, Town Administrator
Date: May 16, 2019

Subject: **BEER AND WINE LIQUOR LICENSE (NEW)**
Applicant: Kimberlee Bell, LLC
d/b/a Kunjani Coffea
Location: 10009 S. Jordan Rd.

Preliminary Findings

Concerning the application for a beer and wine liquor license, the Town Clerk reports the following:

1. A completed application was filed with the Clerk's Office on March 25, 2019. All deficiencies have been corrected as well as additional questions from the State of Colorado have been answered.
2. The application was forwarded to the State of Colorado Liquor Enforcement Division for Concurrent Review on March 26, 2019, and requests for additional information or correction have been addressed.
3. There has not been, within the two years preceding the date of this application, a denial of an application by the state or local licensing authority for an application for the same class of license at the same location or within five hundred (500) feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.
4. It appears from the evidence submitted that selling liquor in the manner proposed in the application is not in violation of the zoning laws of the Town of Parker or any laws, rules or regulations of Douglas County or the State of Colorado. It should be noted for the record, the patio portion of the premises does not include a fence at this time and alcohol should not be allowed in this area until such time as the applicant can have a fence installed to show control of the premises.
5. It appears from the evidence submitted that the applicant is entitled to possession of the premises where the license is proposed to be exercised by way of lease which expires on March 27, 2028.

6. The building where the applicant proposes to sell alcohol is not in violation of the five hundred (500) foot limitation as set forth by Town of Parker Municipal Code § 5.02.730.201.
7. Background investigations were completed in March 2019 by CBI and the FBI.
8. It appears from the evidence submitted that the applicant does not have an ownership interest in another business maintaining or requiring a liquor license.
9. That the Applicant had a Notice of Public Hearing posted on this matter on May 6, 2019, and publication was made in *The Douglas County News Press* on May 2, 2019. The Notice of Public Hearing was also posted to the Town's Web Site on May 6, 2019.
10. Petitions to establish the reasonable requirements of the defined neighborhood were circulated and submitted by Esquire Petitioning Services, LLC, to the Town Clerk on May 3, 2019. An audit by the Town Clerk Staff confirmed the following:
 - 513 Eligible Signatures Favoring
(Residential – 485; Business – 28)
 - 13 Eligible Signatures Opposing
(Residential – 13; Business – 0)
 - 5 Disallowed – 1 Residential – not in the Town
2 Businesses – not the owner or the manager
1 Business – no title, can't determine if owner or manager
1 Business – no business name listed
 - **526 Eligible Signatures**
11. At the public hearing, and pursuant to § 44-3-312(2)(a), C.R.S. 2002, as amended, the applicant has the burden of proving that he/she is qualified to hold the license applied for and that his/her character, record, and reputation are satisfactory; that the neighborhood needs this license and that the residents of the neighborhood desire that this license be granted.

Review

Town Clerk

Recommendation

After receiving testimony, should the Authority wish to approve the application, the suggested motion follows below.

Suggested Motion:

I move to approve the application for a new Beer and Wine Liquor License for Kimberlee Bell, LLC, d/b/a Kunjani Coffea, 10009 S. Jordan Road, with the condition that alcohol not be allowed on the patio portion of the premise until a permanent fence structure is approved by the Town and installed.

1

Name	Type of License	Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes ☐ No ☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
(a) Been denied an alcohol beverage license?		☐ ☒
(b) Had an alcohol beverage license suspended or revoked?		☐ ☒
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		☐ ☒
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.		☐ ☒
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?		☐ ☒
or Waiver by local ordinance? ☐ ☒ Other: _____		
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		☐ ☒
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		☐ ☒
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		☐ ☒
13b. Are you a Colorado resident?		☒ ☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		☐ ☒
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?		☒ ☐
☐ Ownership ☒ Lease ☐ 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 CMS Development	Tenant Kimberlee Bell	Expires 3/27/2028
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		☐ ☒
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		
Last Name N/A	First Name N/A	Date of Birth ---
Last Name ---	First Name ---	Date of Birth ---
FEIN or SSN ---	FEIN or SSN ---	Interest/Percentage ---
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.		
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		☐ ☒
Number of additional Optional Premise areas requested. (See license fee chart) _____		
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:		
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		☐ ☐
If "yes" a copy of license must be attached.		
19. 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?		☐ ☐
(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?		☐ ☐
(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?		☐ ☐
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:		
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		☐ ☐

Name	Type of License	Account Number
21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? Yes No ☐ ☐ (b) Is the applicant a person who contracts with the institution of higher education to provide food services? ☐ ☐ If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		
22. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.		
Last Name of Manager <i>Bell</i>	First Name of Manager <i>Kimberlee</i>	
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		☐ Yes ☒ No
24. Related Facility - Campus Liquor Complex applicants answer the following: a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex		Yes No ☐ ☐
Last Name of Manager N/A	First Name of Manager N/A	
25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.		☐ Yes ☒ No
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.		
Name Kimberlee Bell	Home Address, City & State 	DOB
	Position Owner	%Owned 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 above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.		
Name	Type of License	Account Number
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature <i>Kimberlee Bell</i>	Printed Name and Title <i>Kimberlee Bell, Owner</i>	Date <i>3/6/2019</i>
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority <i>3/25/19</i>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <i>5/16/19</i>	

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- ☒ Fingerprinted
☒ 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

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?

Yes No
☐ ☐

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?

☐ ☐

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?

☐ ☐

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for

Telephone Number

☐ Town, City

☐ County

Signature

Print

Title

Date

Signature

Print

Title

Date

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, Tavern and Lodging and Entertainment 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 Kimberlee Bell, LLC dba Kunjani Coffea		Home Phone Number 303-746-3039	Cellular Number 303-746-3039	
2. Your Full Name (last, first, middle) Bell, Kimberlee Rae		3. List any other names you have used Kim Masters		
4. Mailing address (if different from residence) n/a		Email Address kim@kunjanicoffee.com		
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
Current [REDACTED]		Highlands Ranch CO. 80130	06/20/04	
Previous				
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
Woodley Architectural Group	731 Southpark Dr Ste B, Littleton, CO 80120	Office Mgr	09/23/13	11/01/15
Drum Life Inspire	10096 Cottoncreek Dr.	Owner	09/01/15	03/06/19
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.) ☐ Yes ☒ No				
no				
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.) ☐ Yes ☒ 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 Oakland California	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	j. If an Alien, Give Alien's Registration Card Number
		k. Permanent Residence Card Number ---	
l. Height 5'2"	m. Weight 125	n. Hair Color brn	o. Eye Color brn
p. Gender f	q. Race Am.Indian	r. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] State Colorado	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 226,000.00

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. \$ 226,000.00

* 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
Personal Cash Investment	Line of Credit	Customers Bank	25,000

d. Provide details of the corporate investment described in 14 (a). 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

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

Name of Lender	Address	Term	Security	Amount
Customers Bank	350E.Bellevue Avenue PA	10 years	2nd mortgage	161,000.00
Square Merchant Service	1455 Market St SF CA.	2 year	% of sales	40,000.00

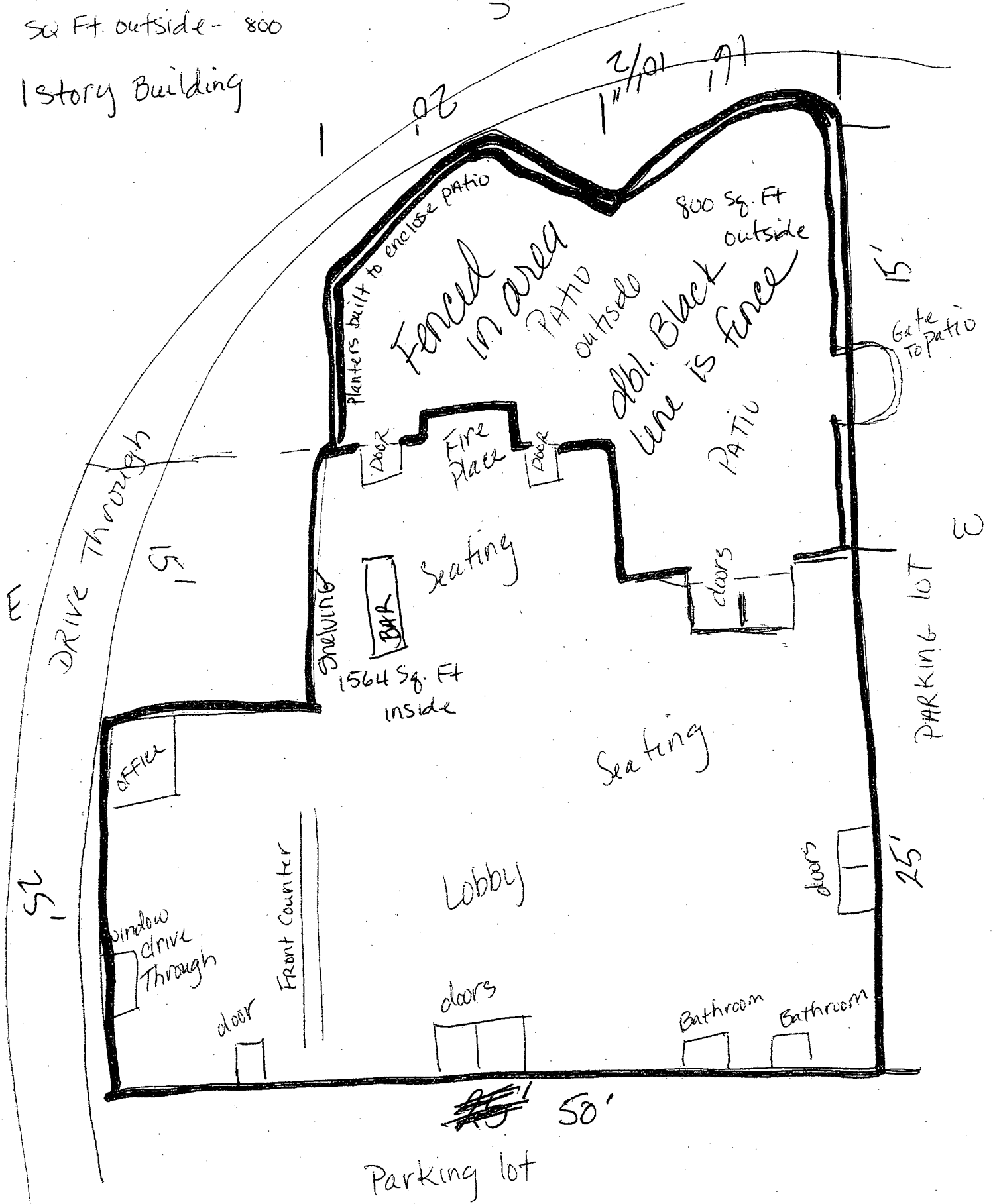
Oath of Applicant

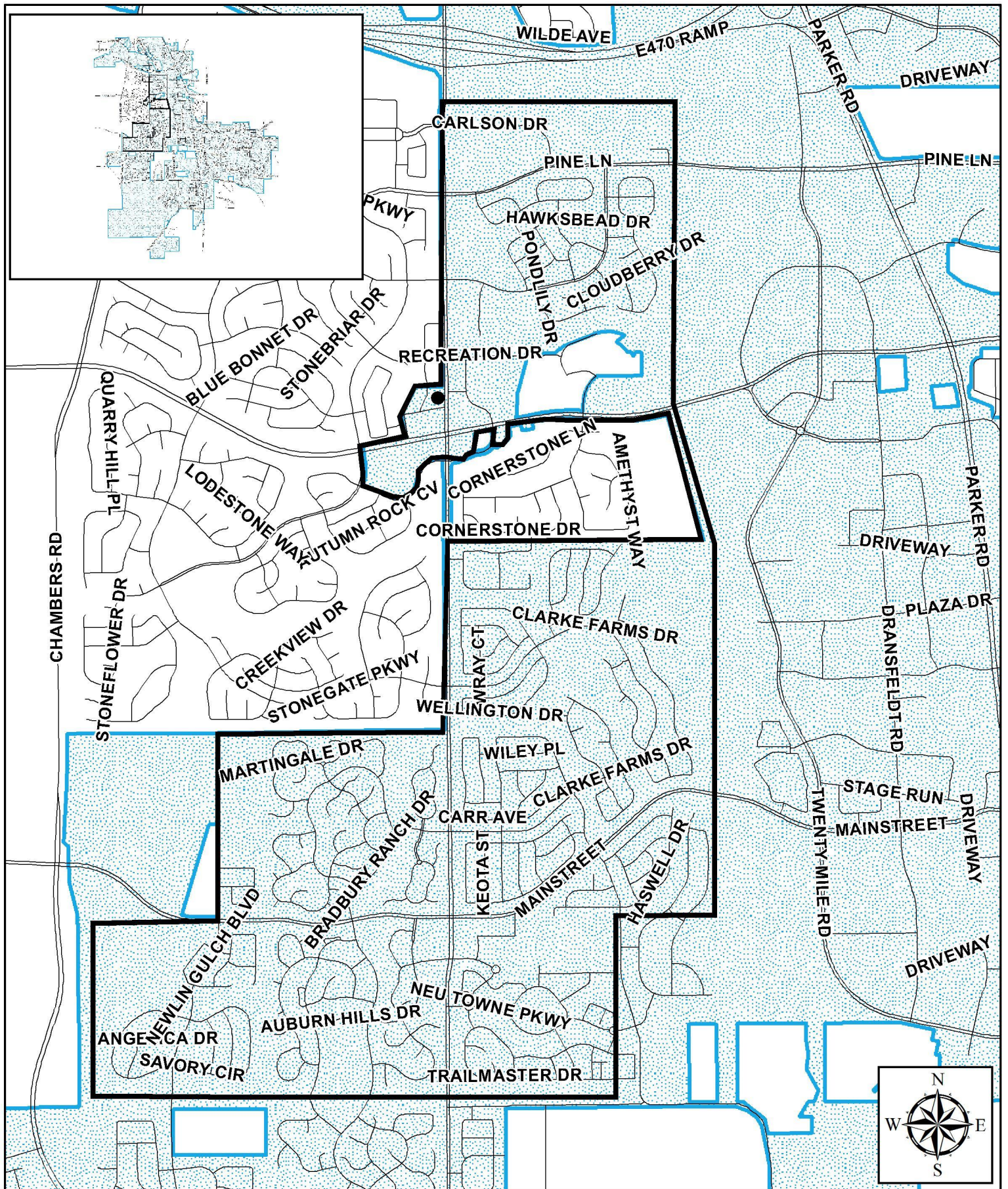
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <i>Kimberlee Bell</i>	Print Signature Kimberlee Bell	Title Owner	Date 3/6/2019
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500 Sq Ft. outside - 800

1 story Building





● 10009 S. Jordan Rd.

□ Petition Boundary

▨ Town Boundary

Kimberlee Bell LLC d/b/a Kunjani Coffea
10009 S. Jordan Road
Parker, CO 80134

Date: 3/26/2019

ESQUIRE PETITIONING SERVICES, LLC

Liquor Licensing Specialists

300 Ivanhoe Street

Denver, Colorado 80220

Telephone: (303)331-8600

Facsimile: (303)331-9048

Email: kpietrs@comcast.net

RECEIVED

MAY - 3 2019

**TOWN CLERK
TOWN OF PARKER**

May 3, 2019

To: Town of Parker Liquor Licensing Authority

Re: Summary report of petition circulation methods and results in the application for
A Beer and Wine Liquor License

Applicant: Kimberlee Bell, LLC.
Trade Name: Kujani Coffee
Proposed Location: 10009 S. Jordan Rd.
Parker, Colorado 80134

Methods:

1. The petition circulation was conducted under the control of Esquire Petitioning Services, L.L.C. ("Esquire").
2. Circulators drove to the proposed site and became familiar with the Applicant's proposed location.
3. Petitions were pre-filed according to the Licensing Authority's local rules.
4. Esquire prepared all of the petition circulation materials. Each circulator carried a clipboard and petition packet consisting of the following: a. a map of the designated neighborhood with neighborhood boundaries outlined and the proposed location of the outlet denoted by an "X"; b. a petition cover sheet stating: the Applicant's name, the trade name, the proposed location, the type of license application, the qualifications for signing the petition and the information concerning the public hearing; c. signature sheets that provided eligible persons the opportunity to sign the petition in support of, or in opposition to, the application; and d. data sheets on which to record all responses by address.

5. The circulators were instructed as follows:
 - a. to state the petition being circulated concerned an application for a Beer and Wine Liquor License for Kimberlee Bell, LLC., dba Kujani Coffee;
 - b. to present the map of the designated neighborhood, state the Applicant's name, trade name and to describe the Applicant's location;
 - c. to review the qualifications for signing the petition and the petition issue;
 - d. to provide eligible persons the opportunity to sign the petition in support of, or in opposition of the application;
 - e. to witness all signatures; and
 - f. to record, by address, all responses on the data sheet.

RESULTS:

1. Overview of Petition Results:

Total door knocks:	1675
Persons who signed the petition:	531
Persons who declined to sign the petition:	129
Ineligible contacts:	
(Younger than 21; non-resident; non-English speaking;	70
Not a business owner or manager)	
No answer to the door knock:	964

2. Response of Eligible Contacts: Totals: Percentages

a. Signatures supporting issuance:		
Residents:	486	91.5 %
Business Owners/Managers:	32	6.1 %
TOTAL:	518	97.6 %

b. Signatures opposing issuance:		
Residents:	13	2.4 %
Business Owners/Managers:	0	0.0 %
TOTAL:	13	2.4 %

<u>TOTAL</u>	<u>531</u>	<u>100 %</u>
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c. Reasons Stated for Signing In Opposition to the License:

	Totals	% of people signing:
Does not drink alcohol:	10	1.9 %
Traffic	0	0.0 %
Sufficient number of outlets:	0	0.0 %
Other:	3	0.5 %
TOTAL:	13	2.4 %

d. Results analyzed on a needs and desires basis:

Signatures supporting the issuance of the license because the eligible contacts desired the license to issue because the existing outlets are not sufficient to meet the needs of the neighborhood.	518	99.1 %
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Signatures opposing the issuance of the license because the eligible contacts did not desire the license to issue because the existing outlets are sufficient to meet the needs of the neighborhood.	0	0.0 %
--	---	-------

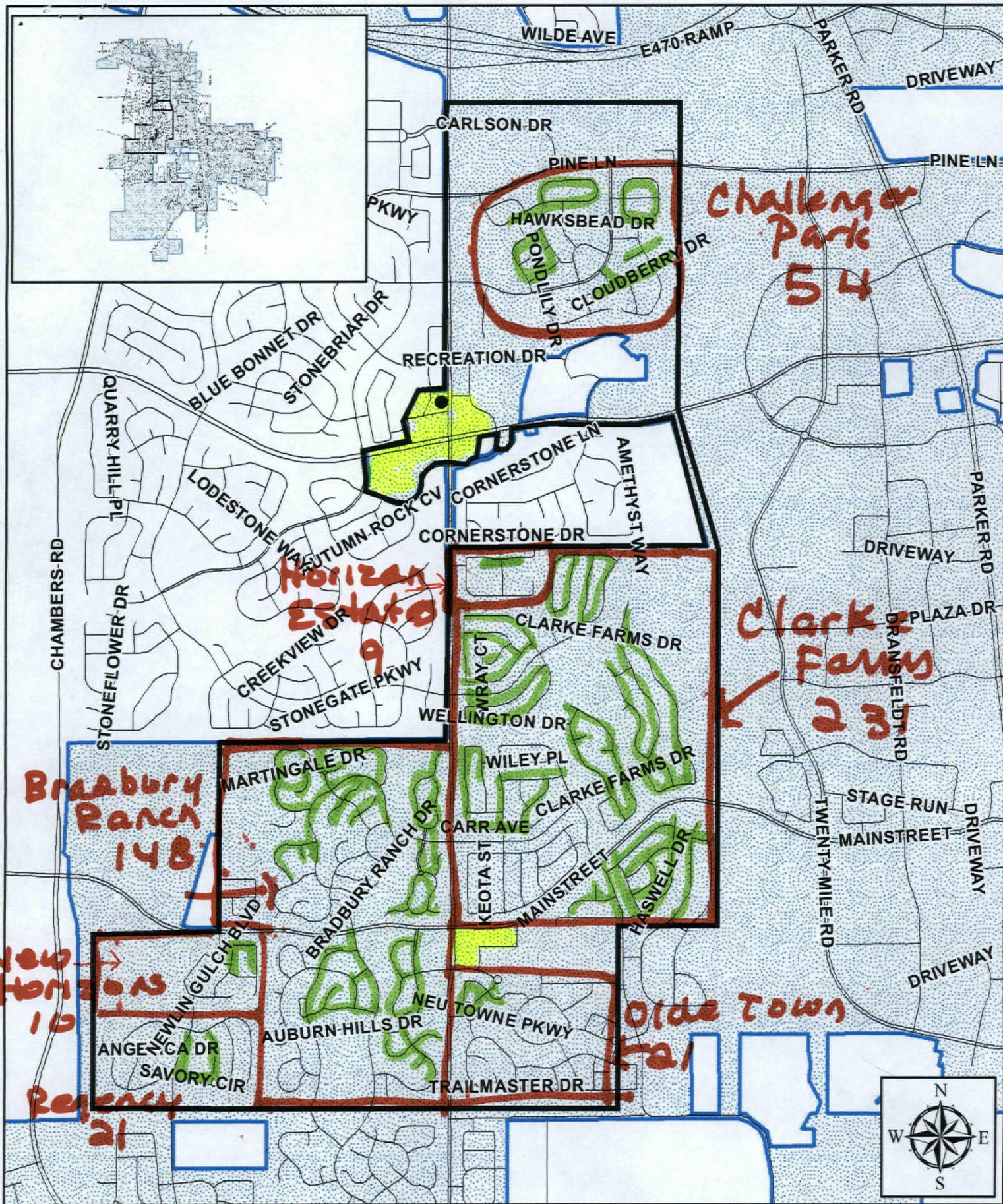
Total:	518	100 %
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e. Reasons stated for declining to sign the petition

Preferred to remain neutral:	2
No interest in application :	89
Does not drink alcohol:	11
Too busy to sign:	23
Against corporate policy:	0
Does not sign Petitions:	51
Other:	3
TOTAL:	129

COMPARK LIQUOR --- SUMMARY BY SUBDIVISIONS:

<u>SUBDIVISION</u>	<u>KNOCKS</u>	<u>YES</u>	<u>NO</u>	<u>TOTAL</u>
BRADBURY RANCH	461	147	1	148
CHALLENGER PARK	154	52	4	56
CLARKE FARMS	896	227	7	232
HORIZON ESTATE	14	9	0	9
NEW HORIZONS	26	10	0	10
OLDE TOWN	38	21	0	21
REGENCY	34	20	1	21
RESIDENT TOTAL:	1623	486	13	499
BUSINESS TOTAL:	52	32	0	32
<u>GRAND TOTAL:</u>	<u>1675</u>	<u>518</u>	<u>13</u>	<u>531</u>



Kimberlee Bell LLC d/b/a Kunjani Coffea
 10009 S. Jordan Road
 Parker, CO 80134

BUSINESS

Date: 3/26/2011





**SPECIAL LICENSING AUTHORITY
AGENDA PACKET MEMORANDUM**

To: Special Licensing Authority
From: Chris Vanderpool, Deputy Town Clerk
Through: Carol Baumgartner, Town Clerk
Through: Michelle Kivela, Town Administrator
Date: May 16, 2019

Subject: **HOTEL AND RESTAURANT LIQUOR LICENSE (NEW)**
Applicant: RamCats LLC
d/b/a Burgerim
Location: 12231 Pine Bluffs Way

Preliminary Findings

Concerning the application for a hotel and restaurant liquor license, the Town Clerk reports the following:

1. A completed application was filed with the Clerk's Office on March 14, 2019. All deficiencies have been corrected as well as additional questions from the State of Colorado have been answered.
2. The application was forwarded to the State of Colorado Liquor Enforcement Division for Concurrent Review on March 15, 2019, and requests for additional information or correction have been addressed.
3. There has not been, within the two years preceding the date of this application, a denial of an application by the state or local licensing authority for an application for the same class of license at the same location or within five hundred (500) feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.
4. It appears from the evidence submitted that selling liquor in the manner proposed in the application is not in violation of the zoning laws of the Town of Parker or any laws, rules or regulations of Douglas County or the State of Colorado.
5. It appears from the evidence submitted that the applicant is entitled to possession of the premises where the license is proposed to be exercised by way of lease which expires on January 2029.
6. The building where the applicant proposes to sell alcohol is not in violation of the five hundred (500) foot limitation as set forth by Town of Parker Municipal Code § 5.02.730.201.

7. Background investigations were completed in April 2019 by CBI and the FBI.
8. It appears from the evidence submitted that the applicant does have an ownership interest in another business maintaining or requiring a liquor license.
9. That the Applicant had a Notice of Public Hearing posted on this matter on May 6, 2019, and publication was made in *The Douglas County News Press* on May 2, 2019. The Notice of Public Hearing was also posted to the Town's Web Site on May 6, 2019.
10. Petitions to establish the reasonable requirements of the defined neighborhood were circulated and submitted by Esquire Petitioning Services, LLC, to the Town Clerk on May 3, 2019. An audit by the Town Clerk Staff confirmed the following:
 - 379 Eligible Signatures Favoring
(Residential – 335; Business – 42)
 - 10 Eligible Signatures Opposing
(Residential – 10; Business – 0)
 - 5 Disallowed – 2 Residential – not legible
2 Business – not the manager or the owner
1 Business – not in Parker
 - **389 Eligible Signatures**
11. At the public hearing, and pursuant to § 44-3-312(2)(a), C.R.S. 2002, as amended, the applicant has the burden of proving that he/she is qualified to hold the license applied for and that his/her character, record, and reputation are satisfactory; that the neighborhood needs this license and that the residents of the neighborhood desire that this license be granted.

Review

Town Clerk

Recommendation

After receiving testimony, should the Authority wish to approve the application, the suggested motion follows below.

Suggested Motion:

I move to approve the application for a new Hotel and Restaurant Liquor License for RamCats LLC, d/b/a Burgerim, 12231 Pine Bluffs Way.

1

Name RamCats LLC		Type of License Hotel & Restuarant		Account Number
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?				Yes ☐ No ☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
(a) Been denied an alcohol beverage license?				☐ ☒
(b) Had an alcohol beverage license suspended or revoked?				☐ ☒
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?				☐ ☒
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.				☐ ☒
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?				☐ ☒
or				
Waiver by local ordinance?				☐ ☒
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				☐ ☐
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				☐ ☐
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?				N/A ☐ ☐
13b. Are you a Colorado resident?				N/A ☐ ☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.				☐ ☒
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?				☒ ☐
☐ Ownership ☒ Lease ☐ 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 Pine Buffs Investors LLC		Tenant RamCats LLC		Expires 01/2029
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.				☐ ☒
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name N/A		First Name		Date of Birth
Last Name		First Name		Date of Birth
		FEIN or SSN		Interest/Percentage
		FEIN or SSN		Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				N/A ☐ ☐
Number of additional Optional Premise areas requested. (See license fee chart)				☐
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?				N/A ☐ ☐
If "yes" a copy of license must be attached.				
19. 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?				☐ ☐
(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?				☐ ☐
(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?				☐ ☐
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				N/A ☐ ☐

Name RamCats LLC		Type of License Hotel & Restuarant	Account Number	
21. Campus Liquor Complex applicants answer the following:				
(a) Is the applicant an institution of higher education?		N/A		Yes ☐ No ☐
(b) Is the applicant a person who contracts with the institution of higher education to provide food services?				Yes ☐ No ☐
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
22. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record				
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application				
- DR 8000 and fingerprints.				
Last Name of Manager Mixon		First Name of Manager Chance		
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.				
				☐ Yes ☒ No
24. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex?		N/A		Yes ☐ No ☐
If yes, please provide a map of the geographical location within the Campus Liquor Complex.				
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
25. Tax Distraint Information. Does the applicant or any other person listed on this application including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue?				
If yes, provide an explanation and include copies of any payment agreements.				☐ Yes ☒ No
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name	Home Address, City & State	DOB	Position	%Owned
Arron Nesbitt	15635 E Prentice Dr., Centennial, CO 80015	02/17/1971	Member	50%
Name	Home Address, City & State	DOB	Position	%Owned
Robin Nesbitt	15635 E Prentice Dr., Centennial, CO 80015	09/30/1973	Member	50%
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above.				
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)				
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:				
☒ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				
Name RamCats LLC		Type of License Hotel & Restuarant	Account Number	
Oath Of Applicant				
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.				
Authorized Signature 		Printed Name and Title Arron Nesbitt MEMBER		Date 3-5-19
Report and Approval of Local Licensing Authority (City/County)				
Date application filed with local authority 3/15/19		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) 5/16/19		

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

- ☒ Fingerprinted
☒ 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

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?

Yes No
☐ ☐

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?

☐ ☐

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?

☐ ☐

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for

Telephone Number

☐ Town, City

☐ County

Signature

Print

Title

Date

Signature

Print

Title

Date

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, Tavern and Lodging and Entertainment 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 RamCats LLC dba Burgerim		Home Phone Number 303-862-7129	Cellular Number 623-521-6074	
2. Your Full Name (last, first, middle) Nesbitt, Arron		3. List any other names you have used N/A		
4. Mailing address (if different from residence) [REDACTED]		Email Address arron.nesbitt@yahoo.com		
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]		Centennial, CO 80015	01/2008	Current
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
Self Employed	[REDACTED]	Legal Consultant	04/2018	Current
Wilson Elser	1225 17th Street, 27th Floor, Denver, CO 80202	Partner	03/2016	04/2018
Taylor Anderson LLP	1670 Broadway #900, Denver, CO 80202	Partner	09/2009	03/2016
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	
N/A				
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.) ☐ Yes ☒ No				
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.) ☐ Yes ☒ 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

2001 in CA charged with a DUI, reduced to wet reckless. License temporarily suspended, paid fine, took classes.

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 ☒ Yes ☐ No

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

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

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.
5'9" 175 Brown Blue Male White ☒ Yes ☐ No # State CO

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 400,000.00

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. \$ 200,000.00

* 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
Cash	Personal	Pershing LLC	\$200,000.00

d. Provide details of the corporate investment described in 14 (a). 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 - From Robin	No	Personal	Charles Schwab	\$200,000.00

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

Name of Lender	Address	Term	Security	Amount

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

Arron Nesbitt

Member

3-5-19

ATTACHMENT TO IHR – ARRON NESBITT

12. Have you ever had a professional license suspended, revoked, or denied? Yes.

Professional Law license suspended from April 13, 2018 to January 13, 2019.

License is currently fully reinstated.

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, Tavern and Lodging and Entertainment 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 RamCats LLC dba Burgerim		Home Phone Number 303-862-7129	Cellular Number 623-521-4894	
2. Your Full Name (last, first, middle) Nesbitt, Robin		3. List any other names you have used Robin Wahl		
4. Mailing address (if different from residence) 15635 E Prentice Dr., Centennial, CO 80015		Email Address rrwahl@yahoo.com		
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
			01/2008	Current
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
Charles Schwab	9899 Schwab Way., Lone Tree, CO 80124	Director	10/2011	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	
N/A				
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.) ☐ Yes ☒ No				
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.) ☐ Yes ☒ 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 ☒ Yes ☐ No

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

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

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. ☒ Yes ☐ No # State

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other: \$ 400,000.00

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. \$ 200,000.00

* 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
Cash	Personal	Charles Schwab	\$200,000.00

d. Provide details of the corporate investment described in 14 (a). 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 - From Arron Nesbitt	No	Personal	Pershing LLC	\$200,000.00

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

Name of Lender	Address	Term	Security	Amount

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 Robin Nesbitt Print Signature Robin Nesbitt Title Member Date 3/6/2019

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, Tavern and Lodging and Entertainment 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 RamCats LLC dba Burgerim		Home Phone Number 303-862-7129	Cellular Number 928-581-6268	
2. Your Full Name (last, first, middle) Mixon, Chance		3. List any other names you have used N/A		
4. Mailing address (if different from residence) [REDACTED]		Email Address cmixon11@aol.com		
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]		01/2019
2495 S 34th Ave.,		Yuma, AZ 85364		Current
10458 S Del Montes		Yuma, AZ 85367		01/2019
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				
Yuma Regional Medical Center		2400 S Avenue A, Yuma, AZ 85364	Certified Tech	06/2014
San Diego State University		5500 Campanile Dr, San Diego, CA 92182	Student	01/2012
				05/2014
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.) ☐ Yes ☒ No				
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.) ☐ Yes ☒ 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 ☒ Yes ☐ No

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

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

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 ☒ Yes ☐ No # State

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 400,000.00

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. \$ 0.00- No Personal Funds

* 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

d. Provide details of the corporate investment described in 14 (a). 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 - From Arron Nesbitt	No	Personal	Pershing LLC	\$200,000.00
Cash - Robin Nesbitt	No	Personal	Charles Schwab	\$200,000.00

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

Name of Lender	Address	Term	Security	Amount

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.

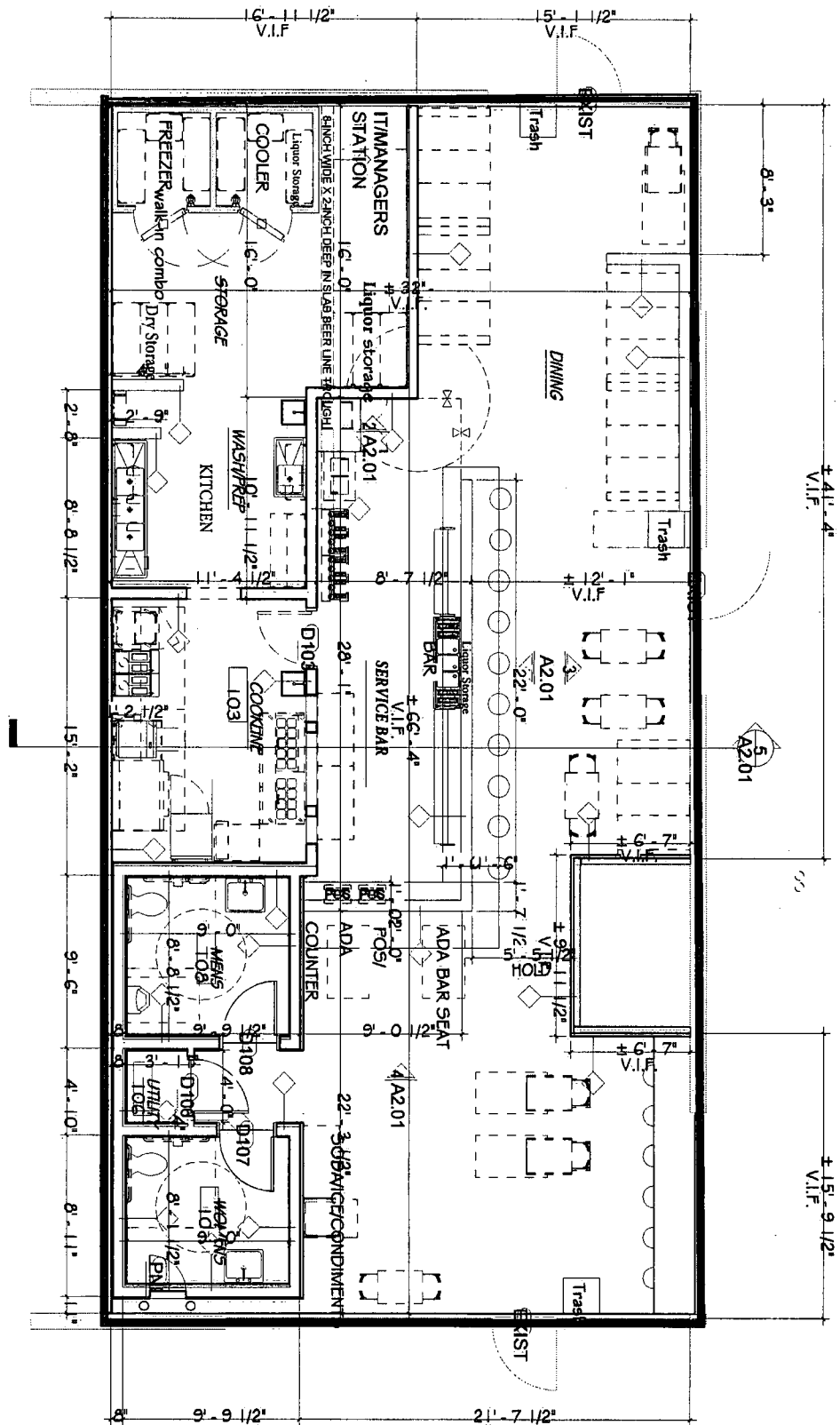
Authorized Signature  Print Signature Title Date

Chance Mixon

Manager

3/5/19

1 FLOOR PLAN
A1.01
SCALE: 1/8" = 1'-0"



SHEET NO.		JOB NO.		PROJECT NAME		FLOOR PLAN		BURGERIM	
A1.01		168831		02.22.19		DD SET - NOT FOR BIDDING OR CONSTRUCTION		12231 PINEBLUFFS WAY, PARKER, COLORADO 80134	
REVISION		DATE		DATE		DATE		ARRON NESBITT	
A		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
B		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
C		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
D		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
E		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
F		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
G		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
H		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
I		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
J		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
K		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
L		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
M		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
N		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
O		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
P		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
Q		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
R		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
S		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
T		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
U		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
V		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
W		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
X		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
Y		02.22.19		02.22.19		02.22.19		ARRON NESBITT	
Z		02.22.19		02.22.19		02.22.19		ARRON NESBITT	

Oedipus, Inc.

Empirical Data Services

P.O. BOX 1012
LAFAYETTE, CO 80026
303 661 0638
303 604 2862 FAX

3 May 2019

Ms. Chris Vanderpool, Deputy Town Clerk
Town Clerk's Office, Parker
20120 East Main Street
Parker, CO 80134

RECEIVED

MAY - 3 2019

TOWN CLERK
TOWN OF PARKER

• PETITION & TELEPHONE
SURVEYS
Liquor & 3.2 Beer Licensing
Rezoning
Opinion Poll
Venue
Special Tax Districts
• LIQUOR LICENSE SITE &
ECONOMIC ANALYSIS

RamCats Inc., dba Burgerim
12231 Pine Bluffs Way, Parker, CO 80134
Hotel & Restaurant Liquor License

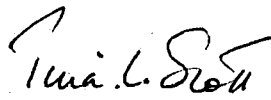
Dear Ms. Vanderpool,

Find enclosed for your review eight (8) petition packets (1 business packet, 7 residential packets).

Subdivisions	Favoring	Opposing	Deleted
Stroh Ranch Results	204	4	1
Rampart Station Results	20	0	0
Robinson Ranch Results	7	2	0
Salisbury Heights Results	7	1	0
Horseshoe Ridge Results	35	1	0
Country Meadows Results	26	0	0
Pine Bluffs Results	38	2	0
Business Petitioning Results	47	0	3
Total Signatures	384	10	4

Please advise of any edits you may have and so that I can generate our Report to be presented to the Parker Liquor Licensing Authority at the upcoming public hearing on the 16 May 2019.

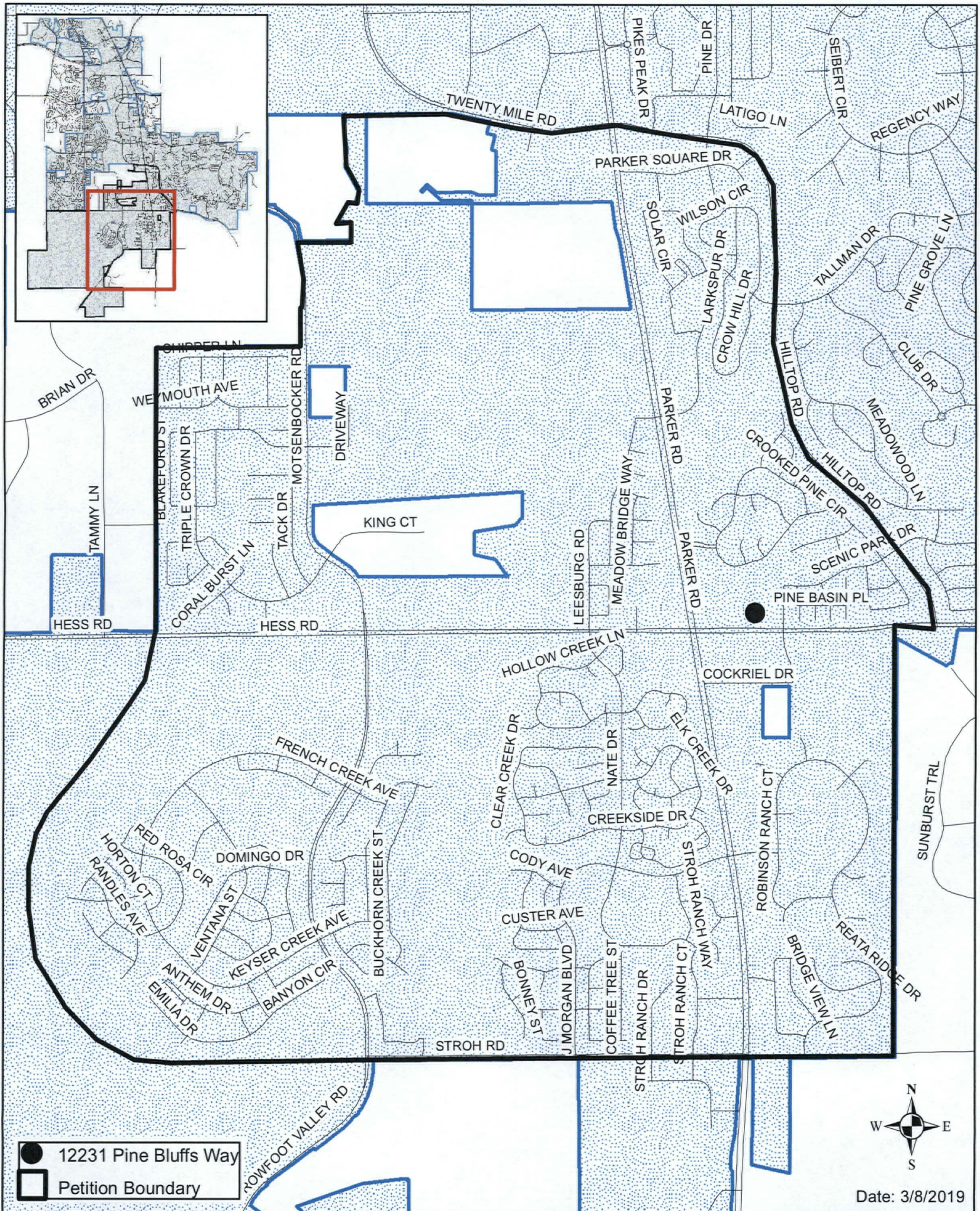
Respectfully,


Tina L. Scott
Oedipus, Inc.

Encl: Eight (8) Petition Packets + 2 Copies

cc: Samantha Lopez, Licensing Specialist, Dill Dill Carr Stonbraker & Hutchings, PC

RamCats LLC d/b/a Burgerim
12231 Pine Bluffs Way, Parker, CO 80134



AFFIDAVIT OF POSTING

Applicant: RamCats Inc.
Tradename: Burgerim
Address: 12231 Pine Bluffs Way, Parker, CO 80134
Type of License: Hotel & Restaurant Liquor License

I, MAX J. SCOTT, hereby confirm the following:

1. The above referenced premises was duly posted with a Notice of Public Hearing pursuant to the local licensing requirements of the Town of Parker.
2. This posting was performed by the undersigned on 4 May 2019, as evidenced by the photographs of posting attached hereto.

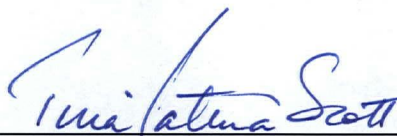
FURTHER THE AFFIANT SAYETH NOT.



MAX J. SCOTT

STATE OF COLORADO) ss.
COUNTY OF BOULDER)

Subscribed and sworn to before me this 5th day of MAY, 2019.



Tina Latina Scott
NOTARY PUBLIC
P.O. Box 1012, Lafayette, CO 80026

TINA LATINA SCOTT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20004035761
MY COMMISSION EXPIRES DEC 5, 2020

Burgerim, 12231 Pine Bluffs Way, Posted 4 May 2019



Oedipus, Inc. ©

PO Box 1012 Lafayette CO 80026 exleg@comcast.net 303 661 0638



**SPECIAL LICENSING AUTHORITY
AGENDA PACKET MEMORANDUM**

To: Special Licensing Authority
From: Chris Vanderpool, Deputy Town Clerk
Through: Carol Baumgartner, Town Clerk
Through: Michelle Kivela, Town Administrator
Date: May 16, 2019

Subject: **BEER AND WINE LIQUOR LICENSE (NEW)**
Applicant: Mr Ramen Inc
d/b/a Mr Ramen
Location: 9328 S. Jordan Rd.

Preliminary Findings

Concerning the application for a beer and wine liquor license, the Town Clerk reports the following:

1. A completed application was filed with the Clerk's Office on March 26, 2019. All deficiencies have been corrected as well as additional questions from the State of Colorado have been answered.
2. The application was forwarded to the State of Colorado Liquor Enforcement Division for Concurrent Review on April 4, 2019, and requests for additional information or correction have been addressed.
3. There has not been, within the two years preceding the date of this application, a denial of an application by the state or local licensing authority for an application for the same class of license at the same location or within five hundred (500) feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets.
4. It appears from the evidence submitted that selling liquor in the manner proposed in the application is not in violation of the zoning laws of the Town of Parker or any laws, rules or regulations of Douglas County or the State of Colorado.
5. It appears from the evidence submitted that the applicant is entitled to possession of the premises where the license is proposed to be exercised by way of lease which expires on December 7, 2023.
6. The building where the applicant proposes to sell alcohol is not in violation of the five hundred (500) foot limitation as set forth by Town of Parker Municipal Code § 5.02.730.201.

7. Background investigations were completed in April 2019 by CBI and the FBI.
8. It appears from the evidence submitted that the applicant does have an ownership interest in another business maintaining or requiring a liquor license.
9. That the Applicant had a Notice of Public Hearing posted on this matter on May 6, 2019, and publication was made in *The Douglas County News Press* on May 2, 2019. The Notice of Public Hearing was also posted to the Town's Web Site on May 6, 2019.
10. Petitions to establish the reasonable requirements of the defined neighborhood were circulated and submitted by Esquire Petitioning Services, LLC, to the Town Clerk on May 3, 2019. An audit by the Town Clerk Staff confirmed the following:
 - 223 Eligible Signatures Favoring
(Residential – 185; Business – 38)
 - 9 Eligible Signatures Opposing
(Residential – 8; Business – 1)
 - 5 Disallowed – 2 Residential – not legible
2 Residential – could tell if they were in favor or opposed
1 Business - (not the manager or owner)

237 Eligible Signatures

11. At the public hearing, and pursuant to § 44-3-312(2)(a), C.R.S. 2002, as amended, the applicant has the burden of proving that he/she is qualified to hold the license applied for and that his/her character, record, and reputation are satisfactory; that the neighborhood needs this license and that the residents of the neighborhood desire that this license be granted.

Review

Town Clerk

Recommendation

After receiving testimony, should the Authority wish to approve the application, the suggested motion follows below.

Suggested Motion:

I move to approve the application for a new Beer and Wine Liquor License for Mr Ramen Inc, d/b/a Mr Ramen, 9328 S. Jordan Road.

Colorado Liquor Retail License Application

☒ New License ☒ New-Concurrent ☐ Transfer of Ownership ☐ State Property Only			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor			
1. Applicant is applying as a/an ☐ Individual ☐ Limited Liability Company ☐ Association or Other ☒ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <u>Mr Ramen Inc</u>			FEIN Number
2a. Trade Name of Establishment (DBA) <u>Mr Ramen</u>		State Sales Tax Number <u>398 354 66</u>	Business Telephone <u>7204868308</u>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <u>9328 Jordan Road</u>			
City <u>Parker</u>	County <u>Douglas</u>	State <u>CO</u>	ZIP Code <u>80134</u>
4. Mailing Address (Number and Street) 		City or Town 	State
5. Email Address <u>annlian.ll@gmail.com</u>			
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	
☐ Application Fee for New License \$550.00 ☒ Application Fee for New License w/Concurrent Review \$650.00 ☐ Application Fee for Transfer \$550.00		☐ Lodging & Entertainment - L&E (County) \$500.00 ☐ Manager Registration - H & R \$75.00 ☐ Manager Registration - Tavern \$75.00 ☐ Manager Registration - Lodging & Entertainment \$75.00 ☐ Manager Registration - Campus Liquor Complex \$75.00	
Section B Liquor License Fees			
☐ Add Optional Premises to H & R \$100.00 X _____ Total _____ ☐ Add Related Facility to Resort Complex \$75.00 X _____ Total _____ ☐ Arts License (City) \$308.75 ☐ Arts License (County) \$308.75 ☒ Beer and Wine License (City) \$351.25 ☐ Beer and Wine License (County) \$436.25 ☐ Brew Pub License (City) \$750.00 ☐ Brew Pub License (County) \$750.00 ☐ Campus Liquor Complex (City) \$500.00 ☐ Campus Liquor Complex (County) \$500.00 ☐ Campus Liquor Complex (State) \$500.00 ☐ Club License (City) \$308.75 ☐ Club License (County) \$308.75 ☐ Distillery Pub License (City) \$750.00 ☐ Distillery Pub License (County) \$750.00 ☐ Hotel and Restaurant License (City) \$500.00 ☐ Hotel and Restaurant License (County) \$500.00 ☐ Hotel and Restaurant License w/one opt premises (City) \$600.00 ☐ Hotel and Restaurant License w/one opt premises (County) \$600.00 ☐ Liquor-Licensed Drugstore (City) \$227.50 ☐ Liquor-Licensed Drugstore (County) \$312.50 ☐ Lodging & Entertainment - L&E (City) \$500.00		☐ Master File Location Fee \$25.00 X _____ Total _____ ☐ Master File Background \$250.00 X _____ Total _____ ☐ Optional Premises License (City) \$500.00 ☐ Optional Premises License (County) \$500.00 ☐ Racetrack License (City) \$500.00 ☐ Racetrack License (County) \$500.00 ☐ Resort Complex License (City) \$500.00 ☐ Resort Complex License (County) \$500.00 ☐ Related Facility - Campus Liquor Complex (City) \$160.00 ☐ Related Facility - Campus Liquor Complex (County) \$160.00 ☐ Related Facility - Campus Liquor Complex (State) \$160.00 ☐ Retail Gaming Tavern License (City) \$500.00 ☐ Retail Gaming Tavern License (County) \$500.00 ☐ Retail Liquor Store License-Additional (City) \$227.50 ☐ Retail Liquor Store License-Additional (County) \$312.50 ☐ Retail Liquor Store (City) \$227.50 ☐ Retail Liquor Store (County) \$312.50 ☐ Tavern License (City) \$500.00 ☐ Tavern License (County) \$500.00 ☐ Vintners Restaurant License (City) \$750.00 ☐ Vintners Restaurant License (County) \$750.00	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name <i>Min Chen</i>	Type of License <i>Beer & Wine</i>	Account Number
-------------------------	---	----------------

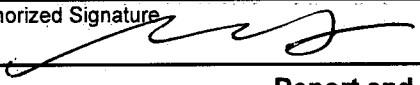
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?	Yes ☐	No ☒
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):		
(a) Been denied an alcohol beverage license?	☐	☒
(b) Had an alcohol beverage license suspended or revoked?	☐	☒
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?	☐	☒
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.	☐	☒
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?	☐	☒
		or Waiver by local ordinance? ☐ ☐ Other: _____
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.	☐	☒
13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?	☐	☒
13b. Are you a Colorado resident?	☒	☐
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee. <i>Attachment 1</i>	☒	☐
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?	☒	☐
☐ Ownership ☒ Lease ☐ Other (Explain in Detail) _____ a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:		
Landlord <i>United Parker Properties II LLC</i>	Tenant <i>Mr Ramen Inc dba Mr Ramen</i>	Expires <i>12/07/2023</i>
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. ☐ ☒		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".		
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.		

Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?	Yes ☐	No ☒
Number of additional Optional Premise areas requested. (See license fee chart) _____		
18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:		
(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?		
☐ ☐		
If "yes" a copy of license must be attached.		
19. 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?		
☐ ☐		
(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?		
☐ ☐		
(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?		
☐ ☐		
20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:		
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		
☐ ☐		

Name <u>Min Chen</u>	Type of License <u>Wine & Beer</u>	Account Number
21. Campus Liquor Complex applicants answer the following: (a) Is the applicant an institution of higher education? Yes ☐ No ☐ (b) Is the applicant a person who contracts with the institution of higher education to provide food services? Yes ☐ No ☐ If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		
22. For all on-premises applicants. a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details. b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.		
Last Name of Manager <u>Chen</u>	First Name of Manager <u>Min</u>	
23. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes ☐ No ☒		
24. Related Facility - Campus Liquor Complex applicants answer the following: a. Is the related facility located within the boundaries of the Campus Liquor Complex? Yes ☐ No ☐ If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex. b. Designated Manager for Related Facility- Campus Liquor Complex		
Last Name of Manager	First Name of Manager	
25. Tax Distraint Information. Does the applicant or any other person listed on this application 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? Yes ☐ No ☒ If yes, provide an explanation and include copies of any payment agreements.		
26. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.		
Name <u>Min Chen</u>	Home Address, City & State [REDACTED]	DOB [REDACTED]
		Position <u>President</u>
		%Owned <u>100</u>
Name	Home Address, City & State	DOB
		Position
		%Owned
Name	Home Address, City & State	DOB
		Position
		%Owned
Name	Home Address, City & State	DOB
		Position
		%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.		
Name <u>Min Chen</u>	Type of License <u>Beer & Wine</u>	Account Number
Oath Of Applicant		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.		
Authorized Signature 	Printed Name and Title <u>Min Chen President</u>	Date <u>03/18/2019</u>
Report and Approval of Local Licensing Authority (City/County)		
Date application filed with local authority <u>3/26/19</u>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <u>5/16/19</u>	

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:				
☒ Fingerprinted ☒ 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				
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?				Yes No ☐ ☐
☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.				☐ ☐
☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?				☐ ☐
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.				
Local Licensing Authority for		Telephone Number	☐ Town, City ☐ County	
Signature	Print	Title	Date	
Signature	Print	Title	Date	

A-1

Page 3

14. Answer:

Yes. A Beer & Wine has been issued to the applicant, Min Chen.

Name of Business: Sumo Longmont, Inc

Business Address: 225 Ken Pratt Blvd, Suite 140, Longmont, CO 80501

The applicant Min Chen owns 20% shares of the Sumo Longmont, Inc

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, Tavern and Lodging and Entertainment 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 Mr Ramen Inc		Home Phone Number (720) 486-8308	Cellular Number (720) 486-8308	
2. Your Full Name (last, first, middle) Chen, Min		3. List any other names you have used N/A		
4. Mailing address (if different from residence)		Email Address annlian.d@gmail.com		
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				
Current	[REDACTED]	Erie, CO 80516	07/2017	Present
Previous	8200 W Albert St	Greeley, CO 80634	08/2016	07/2017
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				
Sappora CO		2077 Greeley Mall, Greeley, CO 80631	Owner	08/2016
Sappora Japanese Steak House		206 Walnut St, HC, Douglas, WY 80633	Owner	10/2014
7 Nana Japanese Steak House		60 Shawsbury St, Worcester, MA 01604	Manager	11/2011
				10/2014
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.) ☒ Yes ☐ No				
Sumo Longmont Inc, interest and held 20% interest. Applied in March, 2018.				
Add: 225 Ken Pratt Blvd, Longmont, CO 80501				
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.) ☐ Yes ☒ 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 ☒ Yes ☐ No	
[REDACTED]		[REDACTED]		[REDACTED]		[REDACTED]	
e. If Naturalized, state where WYOMING		f. When 09/11/2017		g. Name of District Court WYOMING - CASPER			
h. Naturalization Certificate Number [REDACTED]		i. Date of Certification 09/11/2017		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number N/A	
l. Height 5'08	m. Weight 150	n. Hair Color Brown	o. Eye Color Brown	p. Gender Male	q. Race Asian	r. Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No # [REDACTED] state CO	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 80,000.00

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. \$ 80,000.00

* 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
Cash	Checking	Wells Fargo	\$50,000.00
Equipment			\$30,000.00

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

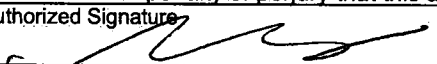
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

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.

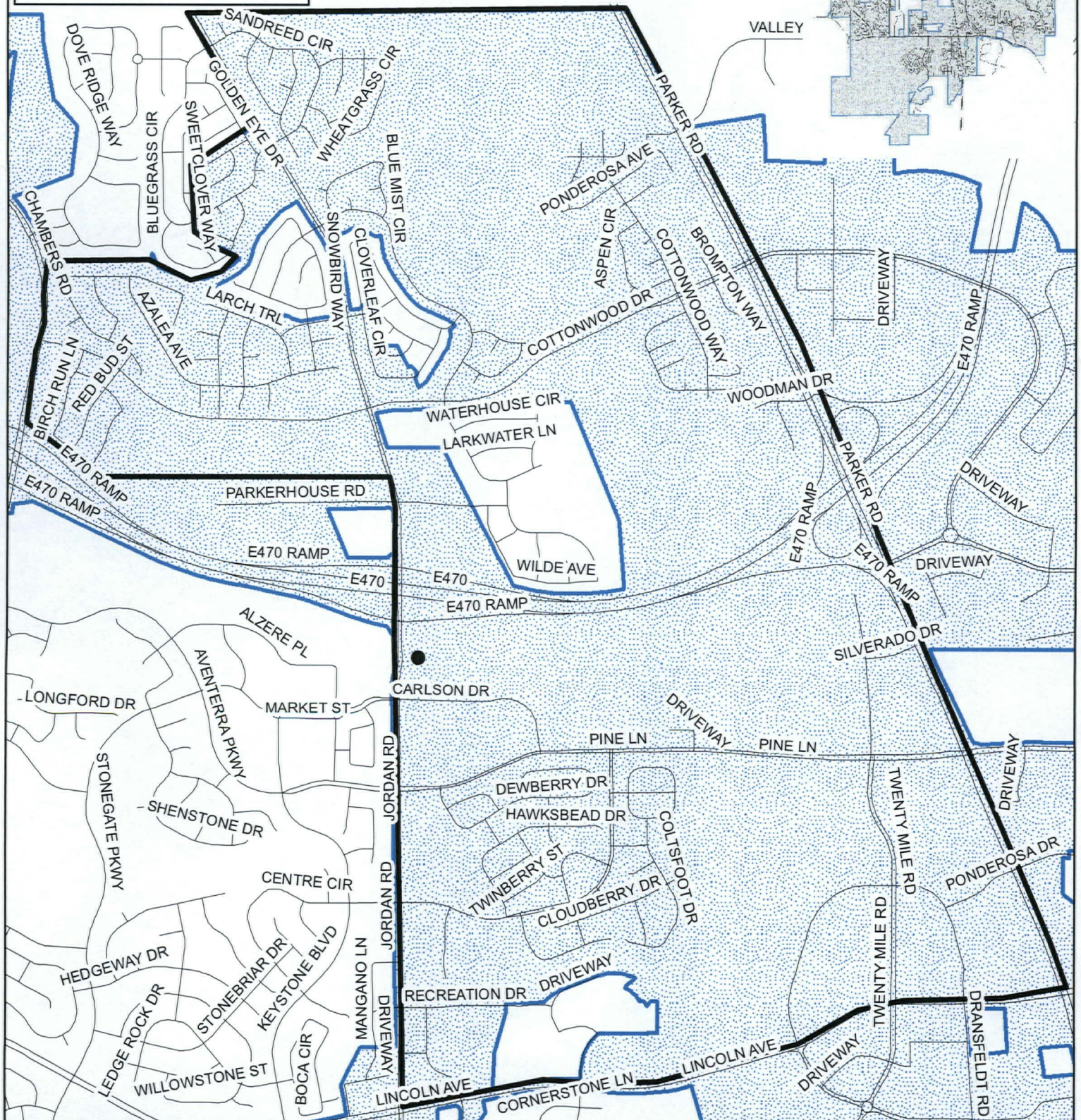
Authorized Signature 	Print Signature Min Chen	Title President	Date 03/18/2019
---	-----------------------------	--------------------	--------------------

9328 S JORDAN RD SUITE 105, PARKER, CO 80134



Legend

-



Date: 2/28/2019

Oedipus, Inc.
Empirical Data Services

RECEIVED

MAY - 6 2019

TOWN CLERK
TOWN OF PARKER

P.O. BOX 1012
LAFAYETTE, CO 80026
303 661 0638
303 604 2862 FAX

6 May 2019

Ms. Chris Vanderpool, Deputy Town Clerk
Town Clerk's Office, Parker
20120 East Main Street
Parker, CO 80134

Mr. Ramen Inc., dba Mr. Ramen
9328 Jordan Road, Suite 105, Parker, CO 80134
Beer & Wine Liquor License

- PETITION & TELEPHONE SURVEYS
 - Liquor & 3.2 Beer Licensing
 - Rezoning
 - Opinion Poll
 - Venue
 - Special Tax Districts
- LIQUOR LICENSE SITE & ECONOMIC ANALYSIS

Dear Ms. Vanderpool,

Thank you very much for the additional time to prefile Mr. Ramen, we certainly appreciate it.

Find enclosed for your review four (4) petition packets (1 business packet, 3 residential packets).

Subdivisions	Favoring	Opposing	Deleted
Challenger Park	53	5	2
Cottonwood	125	3	0
Cottonwood Highlands	11	0	0
Business Petitioning Results	39	1	0
Total Signatures	228	9	2

Please advise of any edits you may have and so that I can generate our Report to be presented to the Parker Liquor Licensing Authority at the upcoming public hearing on the 16 May 2019.

Respectfully,


Tina L. Scott
Oedipus, Inc.

Encl: Four (4) Petition Packets + 2 Copies

AFFIDAVIT OF POSTING

Applicant: Mr. Ramen, Inc.
Tradename: Mr. Ramen
Address: 9328 S. Jordan Road, Suite 105, Parker, CO 80134
Type of License: Beer & Wine Liquor License

I, MAX J. SCOTT, hereby confirm the following:

1. The above referenced premises was duly posted with a Notice of Public Hearing pursuant to the local licensing requirements of the Town of Parker.
2. This posting was performed by the undersigned on 4 May 2019, as evidenced by the photographs of posting attached hereto.

FURTHER THE AFFIANT SAYETH NOT.



MAX J. SCOTT

STATE OF COLORADO) ss.
COUNTY OF BOULDER)

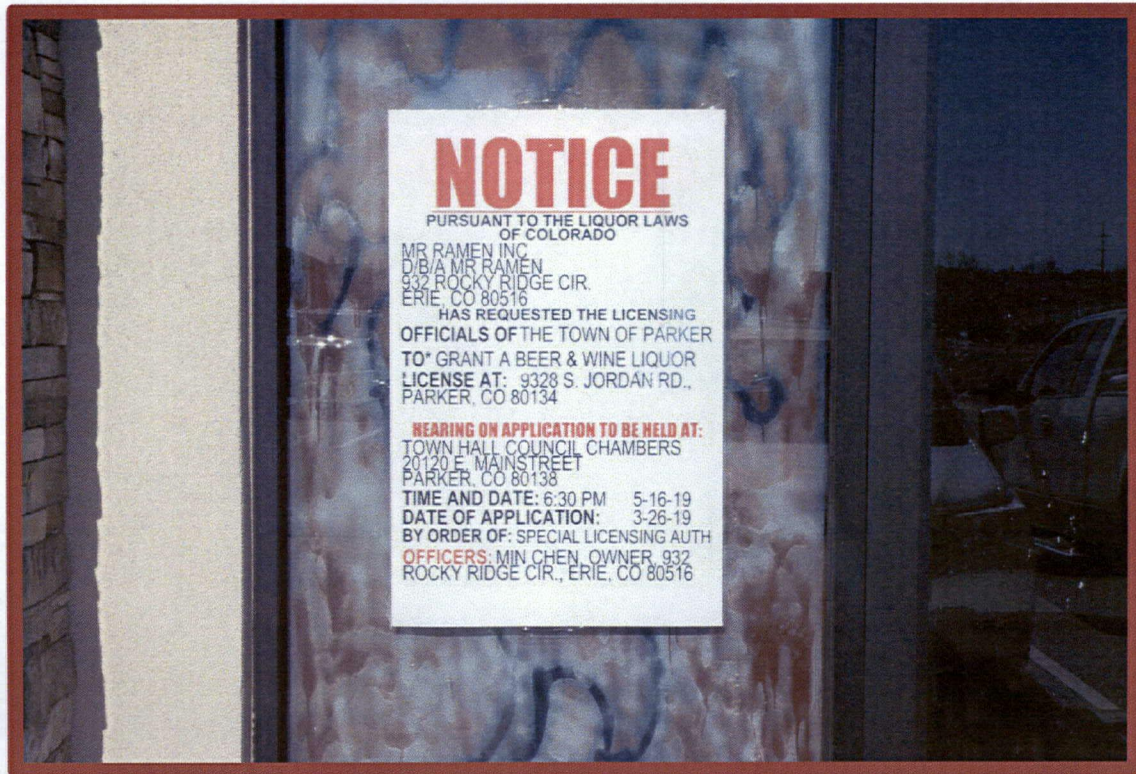
Subscribed and sworn to before me this 5th day of MAY, 2019.

TINA LATINA SCOTT
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20004035761
MY COMMISSION EXPIRES DEC 5, 2020



Tina Latina Scott
NOTARY PUBLIC
P.O. Box 1012, Lafayette, CO 80026

Mr. Ramen, 9328 S. Jordan Road, Suite 105, Posted 4 May 2019



Oedipus, Inc. ©

PO Box 1012 Lafayette CO 80026 exleg@comcast.net 303 661 0638



**SPECIAL LICENSING AUTHORITY
AGENDA PACKET MEMORANDUM**

To: Special Licensing Authority
From: Chris Vanderpool, Deputy Town Clerk
Through: Carol Baumgartner, Town Clerk
Through: Michelle Kivela, Town Administrator
Date: May 16, 2019

Subject: GREATER DOWNTOWN SPECIAL PRIVATE ART PERMITS
ADDITIONS TO PARTICIPANTS LIST

Applicant: Parker Chamber of Commerce
Old Town Parker Wine Walks

Location: Downtown Parker

Dates: May 17, 2019 August 23, 2019
June 28, 2019 September 27, 2019
July 26, 2019 October 25, 2019
December 6, 2019

Background

The applicant submitted three (3) additional participants for the Greater Downtown Special Private Art Permits for the 2019 Old Town Parker Wine Walks that were previously approved by the Authority on March 21, 2019.

Review

Town Clerk

Recommendation

To approve the additional participants for the Greater Downtown Special Private Art Permits for the 2019 Parker Chamber of Commerce Wine Walks.

Suggested Motion: *I move to approve the additional participants for the Greater Downtown Special Private Art Permits for the 2019 Parker Chamber of Commerce Wine Walks.*

WINE WALK 2019 PARTICIPANTS

SOUTHERN DETAIL

1. Deep Space
2. Pinetree Jewellers
3. Cinderella Ranch Boutique -
4. Canvas Uncorked
5. Simpler Times Design

23. Plum Creek Funding

NORTHERN DETAIL

6. Poor Richards Book Shoppe
7. Parker Garage
8. Tailgate Tavern
9. Osgood team Real Estate
10. United Health Care Solutions
11. The Studio at Mainstreet
12. Travel Leaders
13. Meadowlark
14. The Local – Need Insurance and Floor Plan
15. Mainstreet Flowers
16. Vines Wine Bar and Bistro
17. Beautiful Art Picture Framing
18. Victoria Marie Jewellers
19. Indochine
20. Le Petite Creperie
21. St Mathew's Episcopal Church-
22. Mainstreet Properties Group
24. Farmers Insurance

WINE WALK
SOUTHERN DETAIL

5 4 3

23

1

2



Google

WINE WALK
NORTHERN DETAIL

18

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Google



2019 Wine Walk Participation Form
(Please return to the Parker Area Chamber of Commerce by March 1, 2019)

BUSINESS NAME: _____ Plum Creek Funding Inc _____

MANAGER: _____ Brian Joseph Able _____

ADDRESS _____ 10952 S Pikes Peak Dr Parker, CO 80138 _____

PHONE: _____ 303-840-0966 _____ EMAIL: _____ brian@plumcreekfunding.com _____

Participation:

- ☒ Yes, I will be participating in the 2019 Wine Walks
☐ No, I will not be participating in the 2019 Wine Walks

If yes, please check the following if they apply:

- ☐ I will need security assistance at my business
(Parker Police Department and volunteers are floating throughout the event, but if you need someone to help with crowd control/controlling the number of people entering your business check this box)
☐ I am interested in partnering with another Parker Area Chamber of Commerce member
☐ I am interested in having entertainment near my location to enhance the Wine Walk experience

*All items above are subject to number of volunteers per date, Parker Area Chamber will do their best to accommodate and honor all requests received.

Application check list:

- ☒ Floor diagram of business with exits and wine station identified
☒ Proof of liability insurance
☒ Signed 2019 Wine Walk Participation Agreement

2019 Wine Walk Participation Agreement

This Wine Walk Participation Agreement (this "Agreement") is effective as of the date set forth in the signature block below (the "Effective Date"), and sets forth the terms and conditions on which the undersigned participating business (the "Participant") has agreed to participate the **2019 Wine Walks (or any one of them)** (the "Event"), organized by **Parker Area Chamber of Commerce**, a Colorado 501(c)(6), nonprofit organization (the "Organizer"). The Participant and the Organizer agree as follows:

1. **Event.** Organizer and its agents intend on conducting and promoting the **Event** on the following dates: May 17th, June 28th, July 26th, August 30th, September 27th, October 25th and December 6th (To be confirmed), to be held in and around downtown Parker, as more specifically set forth by the Organizer from time to time in its discretion.
2. **Participant Agreement.** Participant desires to have, and Organizer hereby grants Participant, the right to be a Wine Walks Participating Business. The terms and conditions associated with being a Wine Walks Participating Business are set forth in this Agreement. The Participant agrees to abide by all of the terms and conditions set forth herein, and perform in accordance with all rules, regulations, guidelines and instructions issued by the Organizer related to the Event at any time and from time to time.
3. **Participant Requirements.** In consideration of Organizer granting Participant the rights and benefits as set forth herein, Participant shall: (i) cooperate with the Organizer in all respects related to its participation in the Event, (ii) purchase enough wine to distribute to the attendees of the Event, (iii) have personnel available at all times during the Event in order to efficiently serve wine to the attendees, (iv) have security in place to protect the persons and property participating in the Event at the Participant's site, (v) adhere to, and enforce adherence of, all requirements for distribution and service of alcoholic beverages as contained in this Agreement and pursuant to local, state and federal law, and (vi) take any other action as reasonably requested by the Organizer to ensure the success of the Event.
4. **Grant of License.** In association with such participation, Organizer hereby grants to Participant, on the terms and conditions of this Agreement, a non-exclusive license to use the tradenames and trademarks of the Event (the "Marks"), as such are defined by Organizer in its sole and absolute discretion from time to time and at any time, in advertising and promotion related to Participant's participation in the Event during the Term (as defined below). Notwithstanding the foregoing, the Marks shall not be used under any circumstances in such a manner that would portray Organizer or the Event as endorsing, supporting or otherwise promoting any type of product or service. Any materials using the Marks or any other intellectual property of Organizer are subject to Organizer's prior written approval, which may be withheld in Organizer's discretion. Additionally, Participant hereby grants Organizer a non-exclusive license to use the tradenames and trademarks of Participant, as such are provided by Participant to Organizer, in connection with Participant's participation in the Event.
5. **Term and Termination.** The term of this Agreement shall commence upon execution of this Agreement and shall terminate following the last scheduled Event in 2018 (the "Term"), unless terminated sooner by mutual agreement of the parties or as set forth in this Section. Organizer

may terminate this Agreement and all of the rights and privileges associated with it at any time in the sole discretion of Organizer, for any reason or no reason, by providing written notice to Participant.

6. **Rules and Regulations.** The Organizer may, from time to time and at any time, issue rules and regulations for businesses participating in the Event, which rules and regulations shall apply to Participant. Participant hereby agrees to comply with all such rules and regulations at all times during its participation. Notwithstanding anything to contrary contained herein, the Participant shall conduct its service of alcohol related to the Event in accordance with the following rules: (i) Participant must ensure, through coordination and cooperation with the Organizer, that Participant is included on the Special Events permit submitted by the Parker Area Chamber of Commerce to the appropriate authorities, (ii) Participant must ensure that alcohol is only served to persons with the official wristband of the event, and may only service one (2) 1 oz. wine sample to each person attending the event, (iii) Participant must ensure that each attendee submits a "ticket" as provided by the Organizer for such person's one allowable sample from Participant, (iv) Only 1 oz. samples of wine are permitted at this event, and therefore Participant agrees not to serve a greater amount than 1 oz. to any person and not to serve any other alcoholic beverage at the event, (v) Participant must ensure that any individual pouring wine at the Event related to Participant's participation must be 21 years of age or older, (vi) Participant agrees to comply with all local, state and federal laws related to the service of alcohol, and (vii) Participant shall immediately notify the Organizer in the event that they become aware of any condition that would affect the safety or compliance with law of the Event.
7. **Indemnification.** Participant hereby agrees to indemnify, save and hold harmless Organizer, its directors, officers, employees, participants and agents, against any and all claims, damages, liabilities, costs, losses, and expenses (including court awards attorney fees and costs), which arise out of or related to Participant's participation in the Event, including without limitation any breach of this Agreement by Participant or any injury or damage to person or property occurring at Participant's station during the Event, and related to Participant's use of the Marks. Participant acknowledges Organizer's and its affiliated entities valid interest in the Marks and goodwill associated therewith. Accordingly, use or modification of such Marks shall require the prior written consent of Organizer. Participant will not infringe on Organizer's intellectual property interest in the Marks and will not promote, sell, or distribute any product or service that will create confusion with Organizer's Marks. Participant recognizes and agrees that all of the Marks and all goodwill associated or to be associated with the Marks belong exclusively to Organizer. Participant shall (i) not contest, or in any way diminish the rights of Organizer in any of the Marks or use any Mark except as expressly authorized by this Agreement; (ii) not use any Mark on any products or services other than as set forth herein; (iii) not remove, conceal or alter any Mark; (iv) assist Organizer to the extent necessary due to Participant's use of the Marks to protect Organizer's rights to the Marks at the cost and expense of Organizer; and (vi) notify Organizer in writing of any infringements or imitations by others of any of the Marks that Organizer becomes aware of. This Section shall survive termination of this Agreement.
8. **Insurance.** Participant shall be required to purchase and maintain general liability insurance at all times during the Event in the amounts of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Participant shall, provide Organizer with a certificate of insurance showing these amounts and dates and naming the following entity as additional insured: Parker Area Chamber of Commerce, 19590 E. Mainstreet, Suite 100, Parker, CO 80138.

9. **Limitation on Damages.** EXCEPT IN CONNECTION WITH A PARTY'S FRAUD OR WILFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, LOSS OF ANTICIPATED PROFITS, LOSS OF GOODWILL OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS SECTION IS INTENDED TO, OR DOES, LIMIT (A) THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY SET FORTH HEREIN, OR (B) EITHER PARTY'S RIGHT TO CLAIM DIRECT DAMAGES FROM THE OTHER PARTY, PROVIDED THAT ANY DAMAGES AWARDED TO PARTICIPANT IN ANY ACTION SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000). THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
10. **Force Majeure.** Each of the parties hereto shall be excused from any act, omission or obligation to perform hereunder when such failure or default is caused by an Act of God, fire, strikes, labor unrest, war, terrorism, riot, insurrection, boycott, acts of public authorities, weather, violence or threats of violence and other similar events outside the control of either party, provided that each party shall take reasonable measures to remove the disability and resume operations at the earliest possible date.
11. **Assignment.** Participant may not assign its rights and obligations under this Agreement. Organizer may assign its rights and obligations under this Agreement to any affiliate. This Agreement shall be binding upon the parties and their respective permitted transferees, successors and assigns.
12. **Miscellaneous.** Each party represents and warrants that it is free to enter into this Agreement without violating the rights of any person and that it will comply with all laws and regulations pertinent to its business. This agreement does not constitute a partnership or joint venture or principal-agent relationship between Organizer and Participant. Any failure by either party to notify the other of a violation, default or breach of this Agreement, or to terminate this Agreement on account thereof, shall not constitute a waiver of such violation, default or breach or a consent, acquiescence or waiver of any later violation, default or breach, whether of the same or a different character. If and to the extent any provision (or any part thereof) of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby. The prevailing party in any dispute arising hereunder shall be awarded reasonable attorney's fees and costs. The Agreement shall be governed by the laws of the State of Colorado. Any dispute arising hereunder shall be litigated in the appropriate County or District Court in the County of Douglas, State of Colorado. This Agreement represents the complete and entire agreement between the parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which when taken together, shall constitute one and the same instrument.

[Signatures on Next Page]

By signing below, the parties affirm and attest that this Agreement accurately and completely reflects their full agreement related to the subject matter of this Agreement.

ORGANIZER

By: _____

Name: Dennis Houston

Title: President and CEO

19590 E Mainstreet, #100
Parker, CO 80138
Phone: 303.841.4268
Fax: 303.841.8061
E-Mail: Dennis@ParkerChamber.com

PARTICIPANT

By: 

Name: Brian Joseph Able

Title: Owner

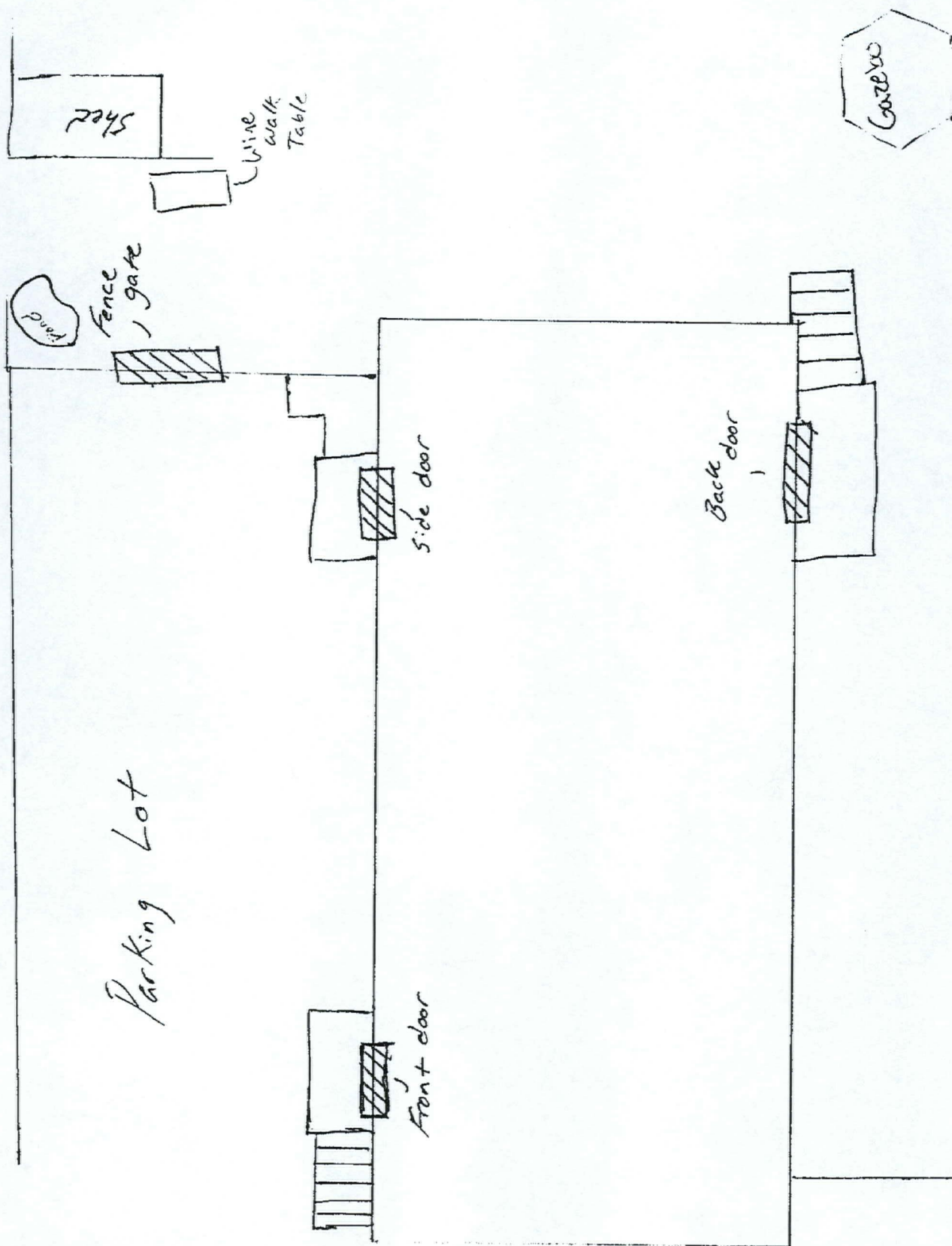
Address: 10952 S. Pikes Peak Dr
Parker, CO 80138

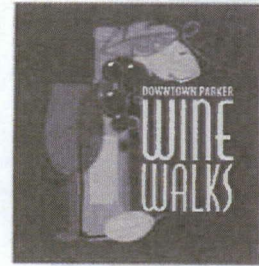
Phone: 303 840 0966

Fax:

E-mail: brian@plumcreekfunding.com

11:kes Peak Dr





2019 Wine Walk Participation Form

(Please return to the Parker Area Chamber of Commerce by March 1, 2019)

BUSINESS NAME: Mainstreet Properties Group
MANAGER: Sean McMillen
ADDRESS: 19402 E Main St Parker 80138
PHONE: 303-841-0345 EMAIL: SeanMcMillen@Cmcnet.net

Participation:

- ☒ Yes, I will be participating in the 2019 Wine Walks
☐ No, I will not be participating in the 2019 Wine Walks

If yes, please check the following if they apply:

- ☐ I will need security assistance at my business
(Parker Police Department and volunteers are floating throughout the event, but if you need someone to help with crowd control/controlling the number of people entering your business check this box)
☐ I am interested in partnering with another Parker Area Chamber of Commerce member
☐ I am interested in having entertainment near my location to enhance the Wine Walk experience

*All items above are subject to number of volunteers per date, Parker Area Chamber will do their best to accommodate and honor all requests received.

Application check list:

- ☒ Floor diagram of business with exits and wine station identified
☒ Proof of liability insurance
☒ Signed 2019 Wine Walk Participation Agreement

2019 Wine Walk Participation Agreement

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may terminate this Agreement and all of the rights and privileges associated with it at any time in the sole discretion of Organizer, for any reason or no reason, by providing written notice to Participant.

6. **Rules and Regulations.** The Organizer may, from time to time and at any time, issue rules and regulations for businesses participating in the Event, which rules and regulations shall apply to Participant. Participant hereby agrees to comply with all such rules and regulations at all times during its participation. Notwithstanding anything to contrary contained herein, the Participant shall conduct its service of alcohol related to the Event in accordance with the following rules: (i) Participant must ensure, through coordination and cooperation with the Organizer, that Participant is included on the Special Events permit submitted by the Parker Area Chamber of Commerce to the appropriate authorities, (ii) Participant must ensure that alcohol is only served to persons with the official wristband of the event, and may only service one (2) 1 oz. wine sample to each person attending the event, (iii) Participant must ensure that each attendee submits a "ticket" as provided by the Organizer for such person's one allowable sample from Participant, (iv) Only 1 oz. samples of wine are permitted at this event, and therefore Participant agrees not to serve a greater amount than 1 oz. to any person and not to serve any other alcoholic beverage at the event, (v) Participant must ensure that any individual pouring wine at the Event related to Participant's participation must be 21 years of age or older, (vi) Participant agrees to comply with all local, state and federal laws related to the service of alcohol, and (vii) Participant shall immediately notify the Organizer in the event that they become aware of any condition that would affect the safety or compliance with law of the Event.
7. **Indemnification.** Participant hereby agrees to indemnify, save and hold harmless Organizer, its directors, officers, employees, participants and agents, against any and all claims, damages, liabilities, costs, losses, and expenses (including court awards attorney fees and costs), which arise out of or related to Participant's participation in the Event, including without limitation any breach of this Agreement by Participant or any injury or damage to person or property occurring at Participant's station during the Event, and related to Participant's use of the Marks. Participant acknowledges Organizer's and its affiliated entities valid interest in the Marks and goodwill associated therewith. Accordingly, use or modification of such Marks shall require the prior written consent of Organizer. Participant will not infringe on Organizer's intellectual property interest in the Marks and will not promote, sell, or distribute any product or service that will create confusion with Organizer's Marks. Participant recognizes and agrees that all of the Marks and all goodwill associated or to be associated with the Marks belong exclusively to Organizer. Participant shall (i) not contest, or in any way diminish the rights of Organizer in any of the Marks or use any Mark except as expressly authorized by this Agreement; (ii) not use any Mark on any products or services other than as set forth herein; (iii) not remove, conceal or alter any Mark; (iv) assist Organizer to the extent necessary due to Participant's use of the Marks to protect Organizer's rights to the Marks at the cost and expense of Organizer; and (vi) notify Organizer in writing of any infringements or imitations by others of any of the Marks that Organizer becomes aware of. This Section shall survive termination of this Agreement.
8. **Insurance.** Participant shall be required to purchase and maintain general liability insurance at all times during the Event in the amounts of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Participant shall, provide Organizer with a certificate of insurance showing these amounts and dates and naming the following entity as additional insured: Parker Area Chamber of Commerce, 19590 E. Mainstreet, Suite 100, Parker, CO 80138.

9. **Limitation on Damages.** EXCEPT IN CONNECTION WITH A PARTY'S FRAUD OR WILFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, LOSS OF ANTICIPATED PROFITS, LOSS OF GOODWILL OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED THAT NOTHING IN THIS SECTION IS INTENDED TO, OR DOES, LIMIT (A) THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY SET FORTH HEREIN, OR (B) EITHER PARTY'S RIGHT TO CLAIM DIRECT DAMAGES FROM THE OTHER PARTY, PROVIDED THAT ANY DAMAGES AWARDED TO PARTICIPANT IN ANY ACTION SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000). THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.
10. **Force Majeure.** Each of the parties hereto shall be excused from any act, omission or obligation to perform hereunder when such failure or default is caused by an Act of God, fire, strikes, labor unrest, war, terrorism, riot, insurrection, boycott, acts of public authorities, weather, violence or threats of violence and other similar events outside the control of either party, provided that each party shall take reasonable measures to remove the disability and resume operations at the earliest possible date.
11. **Assignment.** Participant may not assign its rights and obligations under this Agreement. Organizer may assign its rights and obligations under this Agreement to any affiliate. This Agreement shall be binding upon the parties and their respective permitted transferees, successors and assigns.
12. **Miscellaneous.** Each party represents and warrants that it is free to enter into this Agreement without violating the rights of any person and that it will comply with all laws and regulations pertinent to its business. This agreement does not constitute a partnership or joint venture or principal-agent relationship between Organizer and Participant. Any failure by either party to notify the other of a violation, default or breach of this Agreement, or to terminate this Agreement on account thereof, shall not constitute a waiver of such violation, default or breach or a consent, acquiescence or waiver of any later violation, default or breach, whether of the same or a different character. If and to the extent any provision (or any part thereof) of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement shall not be affected thereby. The prevailing party in any dispute arising hereunder shall be awarded reasonable attorney's fees and costs. The Agreement shall be governed by the laws of the State of Colorado. Any dispute arising hereunder shall be litigated in the appropriate County or District Court in the County of Douglas, State of Colorado. This Agreement represents the complete and entire agreement between the parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which when taken together, shall constitute one and the same instrument.

[Signatures on Next Page]

By signing below, the parties affirm and attest that this Agreement accurately and completely reflects their full agreement related to the subject matter of this Agreement.

ORGANIZER

By: _____

Name: Dennis Houston

Title: President and CEO

19590 E Mainstreet, #100
Parker, CO 80138
Phone: 303.841.4268
Fax: 303.841.8061
E-Mail: Dennis@ParkerChamber.com

PARTICIPANT

By: _____

Name: Sean McMullen

Title: Owner

Address: 19402 E Main St
Parker CO 80138
Phone: 303-841-0345
Fax: _____
E-mail: 303 841 0260

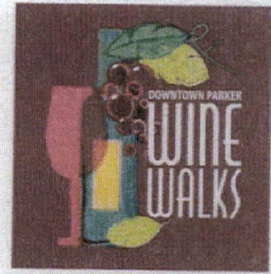
SeanMcMullen@comcast.net

Mein St

Do!

Wine Station
Main Street
Peters

Parker Garage



2019 Wine Walk Participation Form

(Please return to the Parker Area Chamber of Commerce by March 1, 2019)

BUSINESS NAME: Farmers Insurance - Peggy Carter

MANAGER: Peggy Carter

ADDRESS: 19571 E. Main St., Parker, CO 80138

PHONE: 303-805-1415 EMAIL: Korbyn.pcarter3@Farmers
agency.
com

Participation:

- ☒ Yes, I will be participating in the 2019 Wine Walks
☐ No, I will not be participating in the 2019 Wine Walks

If yes, please check the following if they apply:

- ☐ I will need security assistance at my business
(Parker Police Department and volunteers are floating throughout the event, but if you need someone to help with crowd control/controlling the number of people entering your business check this box)
- ☐ I am interested in partnering with another Parker Area Chamber of Commerce member
- ☐ I am interested in having entertainment near my location to enhance the Wine Walk experience

*All items above are subject to number of volunteers per date, Parker Area Chamber will do their best to accommodate and honor all requests received.

Application check list:

- ☒ Floor diagram of business with exits and wine station identified
☒ Proof of liability insurance
☒ Signed 2019 Wine Walk Participation Agreement

2019 Wine Walk Participation Agreement

This Wine Walk Participation Agreement (this "Agreement") is effective as of the date set forth in the signature block below (the "Effective Date"), and sets forth the terms and conditions on which the undersigned participating business (the "Participant") has agreed to participate the **2019 Wine Walks (or any one of them)** (the "Event"), organized by **Parker Area Chamber of Commerce**, a Colorado 501(c)(6), nonprofit organization (the "Organizer"). The Participant and the Organizer agree as follows:

1. **Event.** Organizer and its agents intend on conducting and promoting the **Event** on the following dates: May 17th, June 28th, July 26th, August 30th, September 27th, October 25th and December 6th (To be confirmed), to be held in and around downtown Parker, as more specifically set forth by the Organizer from time to time in its discretion.
2. **Participant Agreement.** Participant desires to have, and Organizer hereby grants Participant, the right to be a Wine Walks Participating Business. The terms and conditions associated with being a Wine Walks Participating Business are set forth in this Agreement. The Participant agrees to abide by all of the terms and conditions set forth herein, and perform in accordance with all rules, regulations, guidelines and instructions issued by the Organizer related to the Event at any time and from time to time.
3. **Participant Requirements.** In consideration of Organizer granting Participant the rights and benefits as set forth herein, Participant shall: (i) cooperate with the Organizer in all respects related to its participation in the Event, (ii) purchase enough wine to distribute to the attendees of the Event, (iii) have personnel available at all times during the Event in order to efficiently serve wine to the attendees, (iv) have security in place to protect the persons and property participating in the Event at the Participant's site, (v) adhere to, and enforce adherence of, all requirements for distribution and service of alcoholic beverages as contained in this Agreement and pursuant to local, state and federal law, and (vi) take any other action as reasonably requested by the Organizer to ensure the success of the Event.
4. **Grant of License.** In association with such participation, Organizer hereby grants to Participant, on the terms and conditions of this Agreement, a non-exclusive license to use the tradenames and trademarks of the Event (the "Marks"), as such are defined by Organizer in its sole and absolute discretion from time to time and at any time, in advertising and promotion related to Participant's participation in the Event during the Term (as defined below). Notwithstanding the foregoing, the Marks shall not be used under any circumstances in such a manner that would portray Organizer or the Event as endorsing, supporting or otherwise promoting any type of product or service. Any materials using the Marks or any other intellectual property of Organizer are subject to Organizer's prior written approval, which may be withheld in Organizer's discretion. Additionally, Participant hereby grants Organizer a non-exclusive license to use the tradenames and trademarks of Participant, as such are provided by Participant to Organizer, in connection with Participant's participation in the Event.
5. **Term and Termination.** The term of this Agreement shall commence upon execution of this Agreement and shall terminate following the last scheduled Event in 2018 (the "Term"), unless terminated sooner by mutual agreement of the parties or as set forth in this Section. Organizer

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Title: President and CEO

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Fax: 303.841.8061
E-Mail: Dennis@ParkerChamber.com

PARTICIPANT

By: Peggy Carter

Name: Peggy Carter

Title: Owner

Address: 19571 E. Main St.
Parker, CO 80138
Phone: 303 - 805 - 1415
Fax:
E-mail: Korbyn.pcarter3@
farmersagency.
com

