



Lone Tree City Council Agenda Tuesday, March 17, 2015

Meeting Location: City Council Meeting Room, Lone Tree Civic Center, 8527 Lone Tree Parkway.

Meeting Procedure: The Lone Tree City Council and staff will meet in a public Study Session at 4:30pm. At 6:00pm and following the meeting, if necessary, the Council Meeting will adjourn and convene in Executive Session. If an Executive Session is not necessary, Council will recess for dinner. The Regular Session will be convened at 7:00pm. Study Sessions and Regular Sessions are open to the public, Executive Sessions are not. Comments from the public are welcome at these occasions: 1. Public Comment (brief comments on items not scheduled for a public hearing) 2. Public Hearings. Contact the City Clerk if special arrangements are needed to attend (at least 24 hours in advance).

4:30pm Study Session Agenda

1. Contracting for the Lone Tree Link Service Management
 2. Review of Current Policies Re: Ad-Hoc Committees and Non-Profit Groups
 3. Review of Parkway Drive Reconstruction
 4. Review of 2015 Bike Lane Plan
 5. South Suburban Parks & Recreation District Boundary Discussion
-

6:00pm Executive Session Agenda

1. Roll Call
 2. Executive Session
-

7:00pm Regular Session Agenda

3. Opening of Regular Meeting/Pledge of Allegiance
 4. Amendments to the Agenda and Adoption of the Agenda
 5. Conflict of Interest Inquiry
 6. Public Comment
 7. Announcements
 8. Presentations
 - a. Dana Ruby's Recognition of Girl Scout Gold Award
 9. Consent Agenda
 - a. Minutes of the March 3, 2015 Regular Meeting
 - b. Claims for the Period of February 23 - March 9, 2015
 - c. Treasurer's Report for January 2015
 10. Public Works
 - a. Approval of IGA w/Douglas County Board of County Commissioners regarding Cost Sharing to Construct the Southeast Light Rail Extension Project
 11. Administrative Matters
 - a. **PUBLIC HEARING:** Approval of New Hotel and Restaurant Liquor License for Southern Hospitality Lone Tree, LLC d/b/a Southern Hospitality Lone Tree (7431 Park Meadows Drive)
 12. Council Comments
 13. Adjournment
-

City of Lone Tree Upcoming Events

March 23 – April 7, 2015

More info available at www.cityoflonetree.com and www.lonetreeartscenter.org

- The Great Ladies of Jazz with CJRO, Monday, March 23, 2015 7:30 pm, LTAC Main Stage
- The 39 Steps, Thursday, April 2nd – Saturday, April 11, 2015, LTAC Main Stage
- Seedlings: Thunderbirds, Tuesday, April 7, 2015, 9:30 and 11:00 am, LTAC Event Hall
- Outstanding Youth of Lone Tree Award applications will be accepted through April 1

March 11, 2015

Dana Ruby
C/O Kim Foster
Centennial Star Service Unit
10798 Mountshire Cir.
Highlands Ranch, CO 80126

Dear Miss Ruby,

On behalf of City Council and the City of Lone Tree, I am pleased to recognize you in your achievement of completing the requirements to earn the Girl Scout Gold Award. Please accept this letter of congratulations as a sign of our sincere thanks and appreciation for representing your community in such a positive manner.

Your Gold Award project of planning and leading a clothing event at Warren Village demonstrates your commitment to serving others and helping those in your community and throughout Colorado. It's wonderful to see that you used your interest in clothing in a way that gives back to those in need. I'm confident that the skills you've acquired during your service as a Girl Scout, and now as a Gold Award recipient, have prepared you for future success.

Once again, on behalf of the City of Lone Tree, I wish to congratulate you on this impressive distinction and wish you the best in your future endeavors.

Sincerely,

James D. Gunning
Mayor

**MINUTES OF A REGULAR MEETING
OF THE COUNCIL OF THE
CITY OF LONE TREE
HELD
March 3, 2015**

A regular meeting of the Council of the City of Lone Tree was held on Tuesday, March 3, 2015, at 6:00 p.m., at the Lone Tree City Council Chambers located at 8527 Lone Tree Parkway, Lone Tree, Colorado 80124.

Attendance

In attendance were:

James D. Gunning, Mayor
Jacqueline Millet, Mayor Pro Tem
Kim Monson, Council Member
Susan Squyer, Council Member

Council Member Harold Anderson was absent.

Also in attendance were:

Seth Hoffman, City Manager
Jennifer Pettinger, City Clerk
Steve Hebert, Deputy City Manager
Chief Jeffery Streeter, Lone Tree Police Department
Kristin Baumgartner, Finance Director
Kelly First, Community Development Director
Lisa Rigsby Peterson, Lone Tree Arts Center Director
Neil Rutledge, City Attorney, White, Bear and Ankele, P.C.
John Cotten, Public Works Director, TTG Corp.

Call to Order

Mayor Gunning called the meeting to order at 6:28 p.m., and observed that a quorum was present.

Executive Session

Mayor Gunning announced City Council intends to convene in Executive Session. Neil Rutledge, City Attorney, stated the Executive Session is for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, personnel matters, and/or instructing negotiators, under C.R.S. Section 24-6-402 (4)(e) concerning an economic development annexation agreement. Council Member Squyer moved, seconded by Council Member Monson, for City Council to recess and convene in Executive Session for the reasons stated. The motion passed with a 4 to 0 vote by those members present.

Council adjourned to an Executive Session at 6:28 p.m.

The Executive Session was adjourned at 7:03 p.m.

Mayor Gunning reconvened the meeting in Regular Session at 7:10 p.m., following a short recess.

Pledge of Allegiance

Mayor Gunning led those assembled in reciting the Pledge of Allegiance.

Amendments to the Agenda

There were no amendments to the agenda.

Conflict of Interest

There was no conflict of interest.

Public Comment

There was no public comment.

Announcements

Alex MacPherson, Youth Commissioner, gave Council an update on the Youth Commission.

Colorado House of Representative Kim Ransom, introduced herself to Council and spoke about the current legislative session.

Mayor Gunning announced upcoming events.

Presentations

Mayor Gunning read and signed the Girl Scout Week 2015 Proclamation.

Consent Agenda

Mayor Gunning noted the following items on the Consent Agenda, which consisted of:

- *Minutes of the February 17, 2015 Regular Meeting*
- *Claims for the period of February 9-23, 2015*

Mayor Pro Tem Millet moved, Council Member Squyer seconded, to approve the

Consent Agenda. The motion passed with a 4 to 0 vote by those members present.

Adjournment

There being no further business, Mayor Gunning adjourned the meeting at 7:32 p.m.

Respectfully submitted,

Jennifer Pettinger, CMC, City Clerk

DRAFT



CITY OF LONE TREE
STAFF REPORT

TO: Mayor Gunning and City Council

FROM: John P. Cotten, P.E.

DATE: March 10, 2015

FOR: March 17th Council Meeting

SUBJECT: IGA with Douglas County for Funding Support of the Southeast Corridor Light Rail Extension Project

Summary

The Douglas County Board of Commissioners has approved an Intergovernmental Agreement (IGA) with the City to provide funding to the City in support of construction of the Southeast Light Rail Extension (Extension). The IGA includes payments in the amount of \$7,335,000.

The County's funding will be provided to the City over a three year period with the first payment of \$1,730,000 to be paid on or before December 1, 2015. The second payment of \$3,160,000 is to be paid on or before March 1, 2016 and the final payment of \$2,445,000 will be paid on or before December 1, 2017. The IGA also allows for acceleration of the third payment at the County's sole discretion.

Cost

There is no direct cost to the City, however, the IGA requires that the City use the funds supplied by the County as partial payment to the Regional Transportation District (RTD) to assist in satisfying the local match for the Extension.

Suggested Motions

"I move to approve the Intergovernmental Agreement between the City of Lone Tree and the Board of County Commissioners of the County of Douglas, State of Colorado, Regarding Cost Sharing to Construct the Southeast Light Rail Extension Project."

Background

The County has previously agreed to assist in funding the local match for the Extension in light of the benefits it provides to the citizens of Lone Tree as well as much of the northern corridor of the County.

Memorandum

DATE: Tuesday, March 3
TO: City Council
FROM: Carolynne White, Special Counsel, BHFS
RE: Summary of Agreements Regarding Southeast Rail Extension

This memo summarizes four agreements the City of Lone Tree (“City”) will be considering related to the extension of the Regional Transportation District’s Southeast light rail line to the south within the City boundaries to add three additional stops approximately 2.3 miles of additional trackage, and associated infrastructure in support of the Southeast Rail Extension Corridor, as more fully described in the Southeast Rail Extension Environmental Assessment (“EA”) signed by RTD and the Federal Transit Administration (“FTA”) on August 6, 2014 (“the Project”).

The first agreement is a master agreement between the City and the Regional Transportation District (“RTD”), in which the City agrees to deliver to RTD funding provided by the City, and three other governmental entities who are contributing funds to the Project: Douglas County (“County”); the Denver South Transportation Management Authority (“Denver South TMA”); and Rampart Range Metropolitan District (“Rampart”). This master agreement is known as the City of Lone Tree Southeast Rail Extension Corridor Contribution Intergovernmental Agreement (“City-RTD IGA”).

The City will also enter into a separate agreement with each governmental entity setting forth the responsibility of each to contribute its agreed-upon share of the funding for the Project to the City, who will aggregate the funds and provide them to RTD in three annual payments. Additionally, Rampart will enter into a separate purchase and sale agreement with RTD related to the acquisition by RTD of certain real property interests required for the Project (“PSA”). All five agreements must be consistent and coordinated with each other in terms of deadlines, obligations, definitions, and other provisions.

This memo explains how these agreements work together, what the City’s obligations are under each, and how the Project is anticipated to progress

Master Agreement

Under federal regulations and the financial plan for the Project, a 2.5% contribution from local governments in the RTD district is required in consideration for construction of transit improvements that will benefit the local jurisdiction and its citizens. As the convener of the other contributing governmental entities, the City also serves as the aggregator of funds, and has led the effort to work with RTD to make the Project a reality, in part through these agreements.

Cash. The total project cost is approximately \$207 million. The City, in combination with its governmental partners, has agreed to contribute a combination of cash, real property interests, and in-kind services such as permit review valued at \$40 million. The cash to be contributed is \$25 million; the value of the in-kind and real property contributions is estimated to equal approximately \$15 million.

The principal purpose of the City-RTD IGA and master agreement is to set forth the promise by the City to aggregate and contribute the funds and in kind services, and the promise of RTD to construct the Project. However, the City-RTD IGA also contains important provisions regarding how the parties will work together to execute the Project.

With respect to the cash contributions, the City agrees to pay to RTD three equal payments of \$8.333 million in each of 2016, 2017, and 2018. These three annual payments may be further broken down into two installments of \$4.166 million each, on January 2, and June 1 of each year. These dates were negotiated based on RTD's overall Project construction schedule and funding needs, as well as the ability of the other governmental entities to commit to making its payments to the City by certain dates.

In the event that RTD has not awarded a contract for the construction of the Project before January 1, 2016, then the payment schedule will be adjusted as set forth in the City-RTD Agreement. If RTD fails to complete the Project, or fails to open the Project for rail service after construction, by December 30, 2020, then RTD will reimburse all of the cash paid to the City. The City would then owe pro rata reimbursement to the other governmental entities accordingly.

Land. Most of the land to be contributed to the Project is owned by Rampart (or the private landowners whose property is located within the boundaries of Rampart), and will be addressed in the PSA. However, the City owns two small parcels of land that will be conveyed to RTD as part of the City-RTD IGA.

Parking Structure. One of the City's principal goals with respect to the Project is construction of a structured parking garage near the end of line rail station. However, the regulations governing RTD preclude from RTD from making a firm commitment to construct this in the City-RTD IGA, because is not necessarily required for initial operation of rail service. The City-RTD IGA addresses this to some degree and additional detail on this issue can be found in the PSA. Essentially, RTD will have an option to acquire additional land and construct a minimum 800 parking-space structure on it by a date certain; but, if this has not occurred by such date, then the option is rescinded and the property owner, Rampart and the City can decide whether and how to construct the desired parking structure.

Other Issues. Most of the infrastructure required to serve the Project will be constructed by RTD. The City is not committing to construction of any infrastructure in the City-RTD IGA. The City is, however, committing to work with RTD and other governmental or private entities (such as Xcel Energy, Century Link, or water and sewer providers) if and as needed to facilitate such construction. The City's costs in reviewing plans, and in negotiating these agreements, will be credited towards the City's in-kind contribution. The Project will be built to meet federal, RTD, and current City design standards. The City-RTD IGA also contains a dispute resolution process in the event the City desires to request additional design changes with which RTD does not agree. Finally, RTD agrees to provide 18 months notice to the City in the event that the complete City Center station will not be available and functioning on opening day of service.

Other Governmental Agreements

Each of the County, the Denver South TMA, and Rampart will enter into separate agreements with the City, in which they agree to pay to the City their agreed upon share of the \$25 million cash contribution for the Project.

County. The County Agreement with the City has been drafted, negotiated, and approved and executed by the County. It provides that the County will pay three installments to the City as follows:

- \$1,730,000 on or before December 1, 2015;
- \$3,160,000 on or before March 1, 2016; and
- \$2,445,000 on or before December 1, 2017.

The County may accelerate its payments, in its sole discretion, as set forth in the County Agreement.

Other than the payment schedule, the County Agreement mirrors the City-RTD IGA in terms of many of its procedural or so-called “boilerplate” provisions.

City-Denver South TMA Agreement. This agreement is not yet final. However, the City’s representatives have begun meeting with Denver South TMA, and should be exchanging drafts of this agreement shortly.

City-Rampart Agreement. This is the most complicated of the three agreements, and will be finalized last. However, given the fact that representatives of Rampart have worked side-by-side with the City in drafting and negotiating the City-RTD IGA and the PSA, it is anticipated that final drafting of this agreement will occur quickly and smoothly. This agreement is on the one hand more complicated, because Rampart is making a more significant contribution than the other governmental entities, much of which will be in the form of a contribution of land. On the other hand, several of the details of this contribution will be addressed in the PSA, so that this agreement needs only to cross reference and be consistent with the PSA, rather than serve as a self-contained agreement.

The PSA is presently being finalized, as are the legal descriptions and valuations of the land to be contributed by Rampart. As such, this agreement is presently in draft form, but should be completed shortly.

PSA

The City is not a party to the purchase and sale agreement (PSA) between Rampart and RTD. However, the PSA embodies the promise of Rampart to convey its land to RTD, which constitutes a significant component of the total Local Agency Match for the Project. As such, the City has worked with RTD and Rampart in negotiating and reviewing the PSA, and in making sure that the provisions of the PSA are consistent and coordinated with all of the other agreements, in particular the City-RTD IGA, and the City-Rampart Agreement. The PSA is in nearly final form. A final draft of the PSA will be provided to the City Council when the final package of agreements is presented for Council’s approval.

Project Schedule and Timing

RTD has already issued a request for Qualifications (“RFQ”) for contractors to build the Project. It is anticipated that the RTD Board will consider this agreement in approximately June 2015.

It is the goal of the City to finalize and obtain approval of all parties to all of the Sub-Agreements, and to obtain City Council approval of the Master Agreement, prior to this date.

It is anticipated that RTD will award the contract and finalize design prior to the end of calendar year 2015, and that construction will commence no later than January 2016.

RESOLUTION NO. R - 015 - 031

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO

ORIGINAL

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LONE TREE AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,
REGARDING COST SHARING TO CONSTRUCT THE
SOUTHEAST LIGHT RAIL EXTENSION PROJECT**

WHEREAS, the City of Lone Tree ("City") and the Board of County Commissioners of the County of Douglas, State of Colorado, ("Douglas County"), desire to enter into an Intergovernmental Agreement regarding cost sharing to construct the Southeast Light Rail Extension Project; and

WHEREAS, Douglas County is willing to enter into such an agreement in accordance with the terms and conditions set forth in the Intergovernmental Agreement attached hereto; and

WHEREAS, the City and Douglas County are governmental entities authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, that the Intergovernmental Agreement by and between the City and Douglas County, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County.

PASSED AND ADOPTED this 24th day of February, 2015, in Castle Rock, Douglas County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

By: Jill E. Repella
JILL E. REPELLA, Chair

ATTEST: Melissa Pelletier
MELISSA PELLETIER, Clerk to the Board



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONE TREE AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, REGARDING COST SHARING TO CONSTRUCT THE SOUTHEAST LIGHT RAIL EXTENSION PROJECT

THIS INTERGOVERNMENTAL AGREEMENT, ("Agreement"), is made and entered into this _____ day of _____, **2015**, by and between the City of Lone Tree, Colorado, a Colorado home rule municipality (the "City"), and the Board of County Commissioners of Douglas County, State of Colorado, (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the County and the City desire to cooperate and share in the funding to construct the Southeast Light Rail Extension Project, hereinafter collectively referred to as the "Project" which is proposed to be constructed by the Regional Transportation District ("RTD") and construction of the Project is anticipated to begin in **March 2016**. The Project is located in Douglas County; and is more specifically described in **Exhibit A**, attached hereto and referenced herein; and

WHEREAS, the partial funding provided by the County shall be used for constructing the Project, which includes the Project costs associated with final design, utility relocation costs, construction, construction management services, construction inspection and material testing; and

WHEREAS, the County is willing to make a contribution to fund a portion of the cost to advance the construction of the Project, according to the terms and conditions stated in this Agreement; and

WHEREAS, the County plans to set aside its contribution in a designated Douglas County business unit that is set up specifically for the Project; and the County plans to set aside a portion of its contribution annually over a three year period, beginning in **January 2015**; and

WHEREAS, the City is willing to contribute funding for the Project, and plans to enter into a separate intergovernmental agreement with RTD since RTD is responsible for managing the design and construction of the Project, and RTD plans to use the funds mutually provided by the County and City to construct the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. **Term.** This Agreement shall commence upon execution by both Parties (the "Effective Date") and shall continue until the funds provided by the County have been provided to the City and the City has properly transferred the County contribution to RTD for advancing construction of the Project, or up to sixty (60) months after the Effective Date of this Agreement.

2. **County Contribution.** The County agrees to pay the City a sum of funds not to exceed **Seven Million, Three Hundred Thirty-Five Thousand Dollars and No Cents (\$7,335,000.00)**. Based on the current Project schedule, RTD anticipates awarding a design-build contract in fall 2015 and construction is anticipated to begin on or around March 2016. Therefore, at this time, it is anticipated the County Contribution shall be payable as follows:

The first County installment payment shall be payable to the City on or before December 1, 2015, in an amount of One Million, Seven Hundred Thirty Thousand Dollars and No Cents (\$1,730,000.00); and

The second County installment payment shall be payable to the City on or before March 1, 2016, in an amount of Three Million, One Hundred Sixty Thousand, Dollars and No Cents (\$3,160,000.00).

The third County installment payment shall be payable to the City on or before December 1, 2017, in an amount of Two Million, Four Hundred Forty-Five Thousand, Dollars and No Cents (\$2,445,000.00).

Options to Accelerate County Contributions - In its sole discretion, the County may elect to accelerate its third installment payment to the City by either of the following options: (a) combining the County's second and third installment payments to the City for a total of \$5,605,000.00 to on or before March 1, 2016 or (b) the County may elect to accelerate the third County installment payment to the City on or before December 31, 2016.

3. **County Contribution Contingencies.** The County Contribution is contingent on the following conditions as set forth below:

- a. The City is responsible for notifying the County and requesting payment from the County for each installment payment in writing (invoice). The County agrees to pay the City the invoiced installment payment within forty-five (45) days after a written request (invoice) has been provided to the County Manager, with copies of the invoice provided to the Public Works Engineering Director and the County Attorney, and provided the City has executed a separate agreement with RTD and RTD has requested funding from the City.
- b. Said installment payments from the County shall amount to the County's total contribution for a portion of the cost to advance the construction of the Project for a total amount not to exceed **\$7,335,000.00**; and the County Contribution identified above as the first installment payment may be used for design, utility relocations or construction, whereas the County Contribution identified above as the second and third installment payments shall be used solely for constructing the Project and will be used for no other purpose unless agreed to by both parties via a written executed amendment to this Agreement.

- c. For the purpose of this Agreement, RTD's award of the proposed design-build contract, which initially authorizes the design phase or utility relocation phase, shall not be sufficient to trigger payment of the County's second and third installment payments to the City.
- d. The County's obligation to fund the second and third installment payments of the County Contribution shall be contingent on RTD awarding a contract for the completion of the Project to a qualified design-build team, following a competitive design-build selection process; and RTD issuing a notice to proceed to a qualified design-build team selected for the Project. The City shall provide the County with written confirmation that the qualified design-build team has been awarded a contract from RTD and the design-build team has been issued a notice to proceed with construction.
- e. If the RTD terminates the Project or fails to achieve revenue service (which is based on RTD providing light-rail transit service to its proposed **FasTracks** extension customers between the existing Lincoln Station and the proposed RidgeGate Station), then the County is entitled to be reimbursed its pro-rata share of the total Local Agency contribution, which is currently estimated to be Twenty-Five Million Dollars and No Cents (\$25,000,000.00), and whereas the County Contribution pro-rata share is equal to 29.34% (\$7,335,000.00) of the total Local Agency contribution. However, no reimbursement shall be owed the County so long as RTD is making diligent progress on the Project or if the cause of termination or failure to achieve revenue service is force majeure.
- f. The Parties understand that RTD is responsible to the Federal Transportation Administration (FTA) for maintaining Project documents and records in accordance with FTA requirements which is for a minimum of three (3) years. Pursuant to its intergovernmental agreement with RTD, the City may inspect and obtain copies of those documents and records. Pursuant to this Agreement, the City agrees to exercise that right and obtain such documents and records from RTD if requested by the County. In addition, the City will maintain records of the transfer of the County Contribution to RTD in accordance with generally accepted accounting principles and will provide such records to the County upon request. The County reserves the right to audit the City's financial records related to the Project during construction of the Project and up to six (6) years after completion of the Project.
- g. The County shall have no obligation to commit any additional funds in the event that the actual Project costs exceed the estimated Project costs. This Agreement establishes the County's maximum contribution toward the completion of the Project for an amount not to exceed \$7,335,000.00.

4. **Remedies.** The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity or such other legal or equitable relief as may be

available, including but not limited to a return of the funds as provided for in **Section 3.e** of this Agreement if RTD fails to complete the Project.

5. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Lone Tree: City of Lone Tree
9220 Kimmer Drive, Suite 100
Lone Tree, Colorado 80124
Attention: Seth Hoffman, City Manager
Copies to: City Attorney & Public Works Director

Douglas County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Doug DeBord, County Manager
Copies to: County Attorney & Public Works Engineering Director

6. **Appropriation.** It is the Parties intent to appropriate the funds described in this Agreement. However, pursuant to section 29-1-110, C.R.S., any financial obligations of the City and the County contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis.

7. **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

8. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal.

9. **Separate Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

10. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

11. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, and

the City, its council members, officials, officers, directors, agents and employees are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., or otherwise available to the County and the City.

12. ***Entirety.*** This Agreement merges and supercedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

CITY OF LONE TREE, COLORADO

James Gunning, Mayor

ATTEST:

APPROVED AS TO FORM:

Jennifer Pettinger,
CMC, City Clerk

_____,
Assistant City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

Jill E. Repella, Chair

ATTEST:

APPROVED AS TO CONTENT:

Melissa Ann Pelletier,
Deputy Clerk to the Board

Douglas J. Debord,
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Nick Pijoan,
Assistant County Attorney

Andrew Copland,
Director of Finance

Exhibit A

The Project consistent of completing the RTD's Southeast Rail Extension Project, which involves extending transit services from the current end of the line station (referred to as the Lincoln Station) to the proposed end of the line station to be located south of RidgeGate Parkway, adjacent to I-25 and South Havana Street (the I-25 East Frontage Road).

The Project is part of RTD's voter approved **FasTracks** program and requires constructing approximately 2.3 miles of double track and providing three (3) new transit stations, one located at approximate Station 835+00 (the Sky Ridge Station), one located at approximate Station 865+00 (the City Center Station) and one located at approximate Station 892+00 (the RidgeGate Station). Additionally, the Project requires building grade separations for the light rail to cross over Lincoln Avenue, over I-25, and over RidgeGate Parkway, as further identified in the **FasTracks** plans and as more fully described in the Southeast Rail Extension Environmental Assessment.

The Project shall be managed by RTD or its assigns and shall be constructed in accordance with the final approved environmental documents and in accordance with the final design plans approved by the RTD and local agencies and CDOT (where applicable). The Project will likely be constructed over more than one fiscal year and will likely require multiple construction phases. RTD anticipates awarding a design-build contract for this Project in the fall of 2015 and the initial construction phase is currently estimated to begin in March 2016 and to be completed on or around December 2018.

CITY OF LONE TREE PRELIMINARY FINDINGS

AGENDA ITEM: Hotel and Restaurant Liquor License for Southern Hospitality Lone Tree, LLC d/b/a Southern Hospitality Lone Tree, 7431 Park Meadows Drive.

MEETING DATE: March 17, 2015

STAFF PERSON RESPONSIBLE: Jennifer Pettinger, CMC, City Clerk

DESCRIPTION: Hotel and Restaurant Liquor License for Southern Hospitality Lone Tree, LLC d/b/a Southern Hospitality Lone Tree, 7431 Park Meadows Drive, Lone Tree, Colorado.

SUMMARY: The application for a new Hotel and Restaurant Liquor License at the above location was submitted and completed in all material respects. The necessary fees accompanied the application.

This establishment is located at 7431 Park Meadows Drive. A ten year commercial lease was entered into between Stradivarius Highlands, LLC and Bourbon Brothers Holding Company, LLC on July 9, 2014. On December 23, 2014 a Second Amendment to Lease Agreement was entered into between Stradivarius Highlands, LLC, Bourbon Brothers Holding Company LLC (Original Tenant), 53 Peaks Lone Tree, LLC (Assignee) and Southern Hospitality Lone Tree, LLC (Revised Assignee) and also a Second Lease Assignment and Assumption assigning and transferring the lease from 53 Peaks Lone Tree, LLC (Assignor) to Southern Hospitality Lone Tree, LLC (Assignee). The applicant has proved possession of the property until April 30, 2025. Staff has reviewed all the lease documentation.

The License Application, Individual History Records, Red-lined Drawing of the Premises, and Summary of Petitioning are attached. Staff has also reviewed the following documents: Operating Agreement and amendments, Franchise Agreement and amendments, Articles of Organization, Articles of Amendment to change the entity name from 53 Peaks, Lone Tree, LLC to Southern Hospitality Lone Tree, Lone Tree Business License, Certificate of Good Standing issued by the Colorado Secretary of State, Affidavit of Posting, Affidavit of Publication and Petitions.

Fingerprinting and background checks were submitted through CBI; no adverse comments or events being reported. All posting and publication requirements have been met and the petition results have been reviewed.

A Hotel and Restaurant licensee must have full meals available until 8:00 p.m. everyday, and snacks and sandwiches after 8:00 p.m. Food sales must provide at least 25% of the gross income from the sale of food and drink of the license premises over any period of time of at least one year.

**RECOMMENDED
COUNCIL ACTION:**

Convene the Public Hearing for a new Hotel and Restaurant Liquor License and consider a motion to approve the application for a Hotel and Restaurant Liquor License conditional upon the applicant obtaining necessary building permits and approvals.

APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

I. APPLICANT INFORMATION

- A. Applicant/Licensee identified.
- B. State sales tax license number listed or applied for at time of application.
- C. License type or other transaction identified.
- D. Return originals to local authority.
- E. Additional information may be required by the local licensing authority.

II. DIAGRAM OF THE PREMISES

- A. No larger than 8 1/2" X 11".
- B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- C. Separate diagram for each floor (if multiple levels).
- D. Kitchen - identified if Hotel and Restaurant.

III. PROOF OF PROPERTY POSSESSION

- A. Deed in name of the Applicant ONLY (or)
- B. Lease in the name of the Applicant ONLY.
- C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- D. Other Agreement if not deed or lease.

IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

- A. Individual History Record(s) (Form DR 8404-I).
- B. Fingerprints taken and submitted to local authority. (State authority for master file applicants.)
- C. Purchase agreement, stock transfer agreement, and or authorization to transfer license.
- D. List of all notes and loans.

V. CORPORATE APPLICANT INFORMATION (If Applicable)

- A. Certificate of Incorporation (and/or)
- B. Certificate of Good Standing if incorporated more than 2 years ago.
- C. Certificate of Authorization if foreign corporation.
- D. List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

- A. Partnership Agreement (general or limited). Not needed if husband and wife.

VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

- A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office).
- B. Copy of operating agreement.
- C. Certificate of Authority (if foreign company).

VIII. MANAGER REGISTRATION FOR HOTEL AND RESTAURANT, TAVERN LICENSES WHEN INCLUDED WITH THIS APPLICATION

- A. \$75.00 fee.
- B. Individual History Record (DR 8404-I).

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);
 (a) been denied an alcohol beverage license?
 (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 7a, b or c, explain in detail on a separate sheet.

8. 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.

9. 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?

10. 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 or former financial interest in said business including any loans to or from a licensee. Please see Attached.

11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?
 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 Stradivarius Highlands, LLC	Tenant Southern Hospitality Lone Tree, LLC	Expires 04/30/2025
---	---	-----------------------

Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)

12. 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.

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
Stradivarius Highlands, LLC	N/A	32-0254905	% Rent, See Lease @ Pg 6, § 4.2
SH Franchising & Licensing LLC	N/A	45-4378039	Franchisor

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.

13. Optional Premises or Hotel and Restaurant Licenses with Optional Premises Yes No
 Has a local ordinance or resolution authorizing optional premises been adopted? N/A

Number of separate Optional Premises areas requested. _____ (See License Fee Chart)

14. Liquor Licensed Drug Store applicants, answer the following:
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED. N/A Yes No

15. Club Liquor License applicants answer the following and attach: N/A

(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No

(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 that was operated solely for the reasons stated above?

(Three years required)

16. Brew-Pub License or Vintner Restaurant Applicants answer the following: Yes No
 (a) Has the applicant received or applied for a Federal Permit? N/A
 (Copy of permit or application must be attached)

17a. Name of Manager (for all on-premises applicants) Glen Lawton (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I). Date of Birth
07/08/1954

17b. 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

18. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? Yes No

 If yes, provide an explanation and include copies of any payment agreements.

Attachment

10). 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 or former financial interest in said business including any loans to or from a licensee.

Yes,

The individuals involved with this application also have interests in the H&R liquor license held by Southern Hospitality Southern Kitchen Colorado Springs LLC (fka Bourbon Brothers Southern Kitchen Colorado Springs LLC) in Colorado Springs.

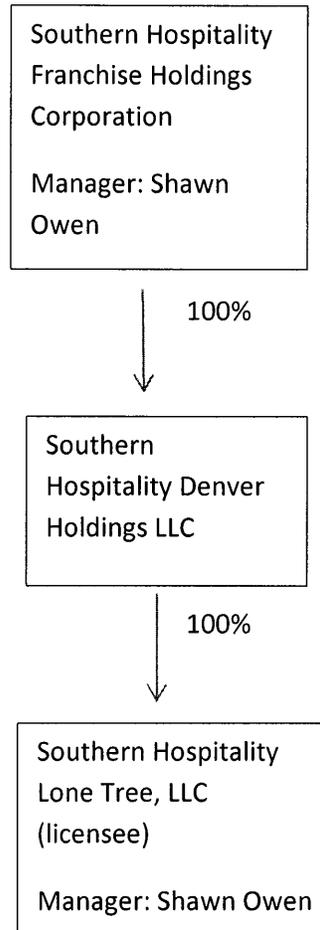
Attachment

19.) If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

** Shawn Owen

Address	DOB	Position	Interest
3601 W. 97 th Ave Westminster CO 80031		COO	None

Structure Chart – Southern Hospitality Lone Tree, LLC



INDIVIDUAL HISTORY RECORD

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

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business

Southern Hospitality Lone Tree LLC Southern Hospitality Lone Tree

2. Your Full Name (last, first, middle)

Owen, Shawn A.

3. List any other names you have used.

Shawn A. Owen-Jones

4. Mailing address (if different from residence)

2 N Cascade Avenue, Suite 1400, Colorado Springs, CO 80903

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 3601 W. 97th Avenue	Westminster, CO 80031	2002	Current
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
Bourbon Brothers Holding Corp	2 N. Cascade Ave, Suite 1400 Colorado Springs, CO 80903	COO	02/2014	Current
Southern Hospitality Denver Walnut Brewery	1433 17th Street, Denver, CO 80031 1123 Walnut Street, Boulder, CO 80302	General Manager Asst. Gen. Manager	08/2012 08/2011	02/2014 08/2012
New Berlin Ale House Stonefire Pizza Co.	16000 W Cleveland Ave, New Berlin WI 53151 5320 S Moorland Rd, New Berlin, WI 53151	General Manager Executive Chef	07/2010 08/2006	07/2011 06/2010

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

Please see attached.

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 SSN		c. Place of Birth Sadona, AZ			d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where N/A				f. When N/A		g. Name of District Court N/A		
h. Naturalization Certificate Number N/A			i. Date of Certification N/A		j. If an Alien, Give Alien's Registration Card Number N/A		k. Permanent Residence Card Number N/A	
l. Height 6' 4"	m. Weight 170	n. Hair Color Brown	o. Eye Color Green	p. Sex Male	q. Race White	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CO		

14. Financial Information.

a. Total purchase price \$ \$7000 Existing Corporate Funds (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ -0-

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ -0-

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

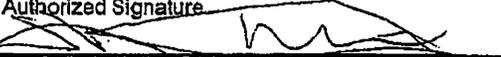
Type: Cash, Services or Equipment	Source	Amount
None - No personal investment being made	Wells Fargo - Existing Corporate Funds	\$7000

d. 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 	Title Chief Operating Officer	Date 12/30/14
---	----------------------------------	------------------

Attachment

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.

Shawn Owen – Listed as Chief Operating Officer for Bourbon Brothers Southern Kitchen –

H&R – Colorado Springs

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 SSN		c. Place of Birth New York		d. U.S. Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State where N/A				f. When N/A		g. Name of District Court N/A	
h. Naturalization Certificate Number N/A		i. Date of Certification N/A		j. If an Alien, Give Alien's Registration Card Number N/A		k. Permanent Residence Card Number N/A	
l. Height 5'9"	m. Weight 175	n. Hair Color Brown	o. Eye Color Brown	p. Sex Male	q. Race White	r. Do you have a current Driver's License? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No CO	

14. Financial Information.
 a. Total purchase price \$ N/A (if buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other \$ N/A

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid \$ N/A - MANAGER REGISTRATION ONLY

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

Type: Cash, Services or Equipment	Source	Amount
N/A		

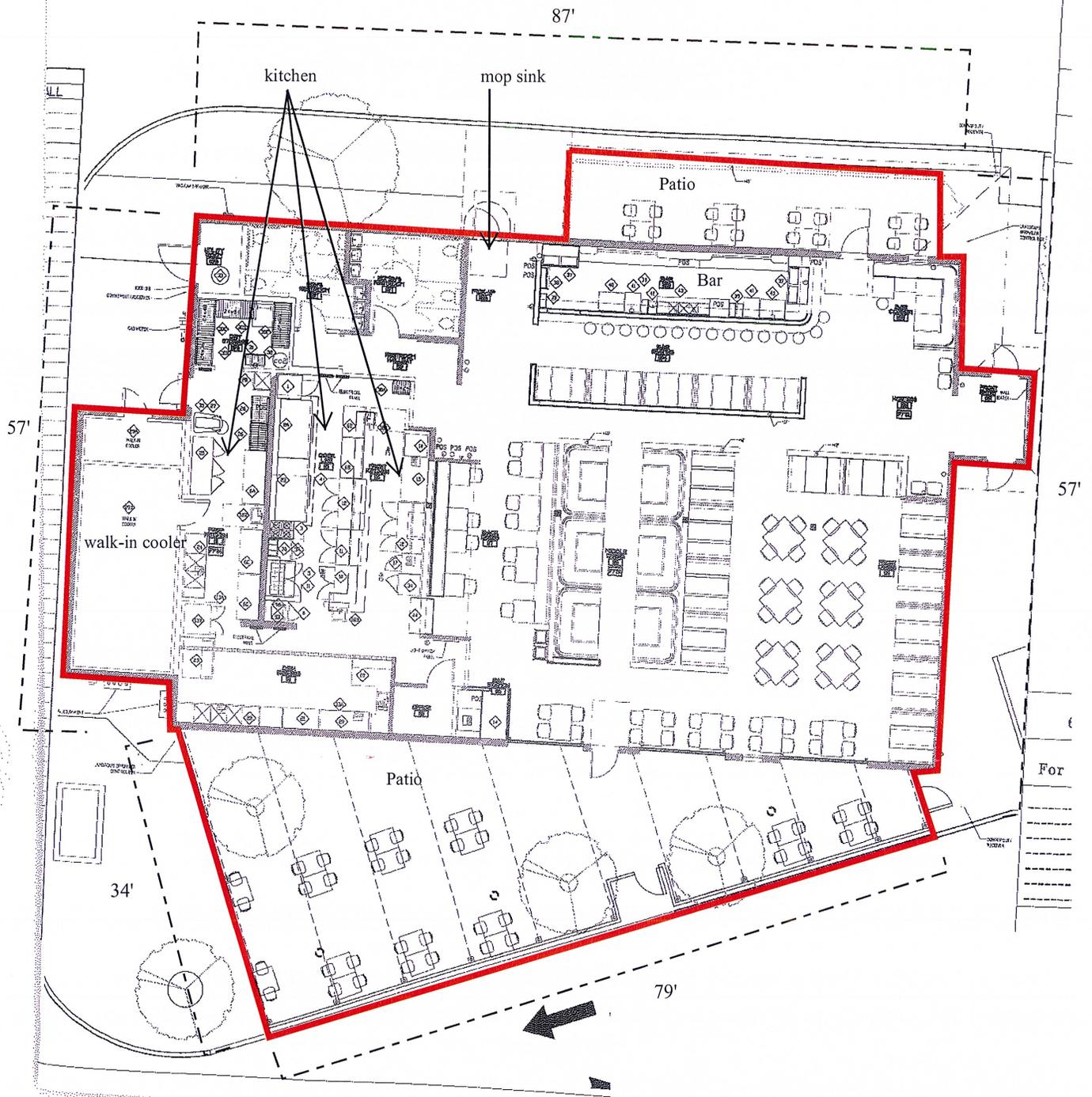
d. Loan Information (attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
N/A				

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>Alan Richard Lawton</i>	Title General Manager	Date 12/30/14
--	--------------------------	------------------





24 Via Sierra Grande, Manitou Springs, CO 80829
 Phone (719) 390-8844 FAX (719) 685-5570
 Email: LiquorPros@msn.com

Colorado
 Responsible Vendor Training
 Needs & Desires Petitions / Surveys

March 9, 2015

RESULTS OF THE LIQUOR LICENSE SURVEY REGARDING: **Southern Hospitality Lone Tree**
7431 Park Meadows Drive
 Lone Tree, CO 80124

Applicant: Southern Hospitality Lone Tree, LLC
 Purpose: Application for a Hotel and Restaurant Liquor License

ISSUE: A petition was circulated to determine if the needs of the neighborhood and desires of the inhabitants were or were not being presently met by existing similar alcoholic beverage outlets. Those in favor of Southern Hospitality being granted a Hotel & Restaurant Liquor License indicated by checking the "In Favor of License" column of the signature sheet and those opposed checked the "Opposed to License" column.

The results were as follows:

IN FAVOR OF LICENSE "YES"		OPPOSED TO LICENSE "NO"		<u>TOTAL SIGNATURES</u>
97%	114	3%	3	117

SURVEY STATISTICS

	FAVOR "YES"		OPPOSE "NO"		TOTAL
Business Survey Results	98%	58	2%	1	59
Residential Survey Results	97%	56	3%	2	58

Percentages in this report have been rounded to the nearest whole number.

	BUSINESS	RESIDENTIAL	TOTAL
No Response	4	129	133
Declined to Participate	18	15	33
Not Qualified to Sign	19	4	23
Disqualified	0	0	0
"No" Signatures	1	2	3
"Yes" Signatures	58	56	114
TOTAL CONTACTS & ATTEMPTS	100	206	306

- >Number of Businesses and Residents Contacted: 306 Attempts – 133 No Response = 173
- >Business Survey Participation Rate: 59 Signatures/ 77 Qualified Contacts = 77%
- >Residential Survey Participation Rate: 58 Signatures/ 73 Qualified Contacts = 79%
- >Percentage of Residents Home During Survey: 77 Contacts/ 206 Attempts = 37%

SURVEY STATISTICS (continued)

<u>REASONS FOR OPPOSITION SIGNATURES</u>		<u>REASONS FOR DECLINING TO PARTICIPATE</u>	
Against Alcohol	1	Too Busy	15
Enough/Too Many	1	Don't Sign Any Petitions / Surveys	12
<u>Kids/Under Aged Drinking</u>	<u>1</u>	<u>Against Company Policy</u>	<u>6</u>
Total	3	Total	33
		<u>NOT QUALIFIED TO SIGN</u>	
		Owner / Manager Unavailable	18
		Under 21	4
		<u>Non-Resident</u>	<u>1</u>
		Total	23

PETITION METHODOLOGY

• Survey Dates and Times:

Residential & Business:	Thursday	March 5, 2015	10:30am - 3:40pm
Residential	Sunday	March 8, 2015	11:00am - 2:00pm

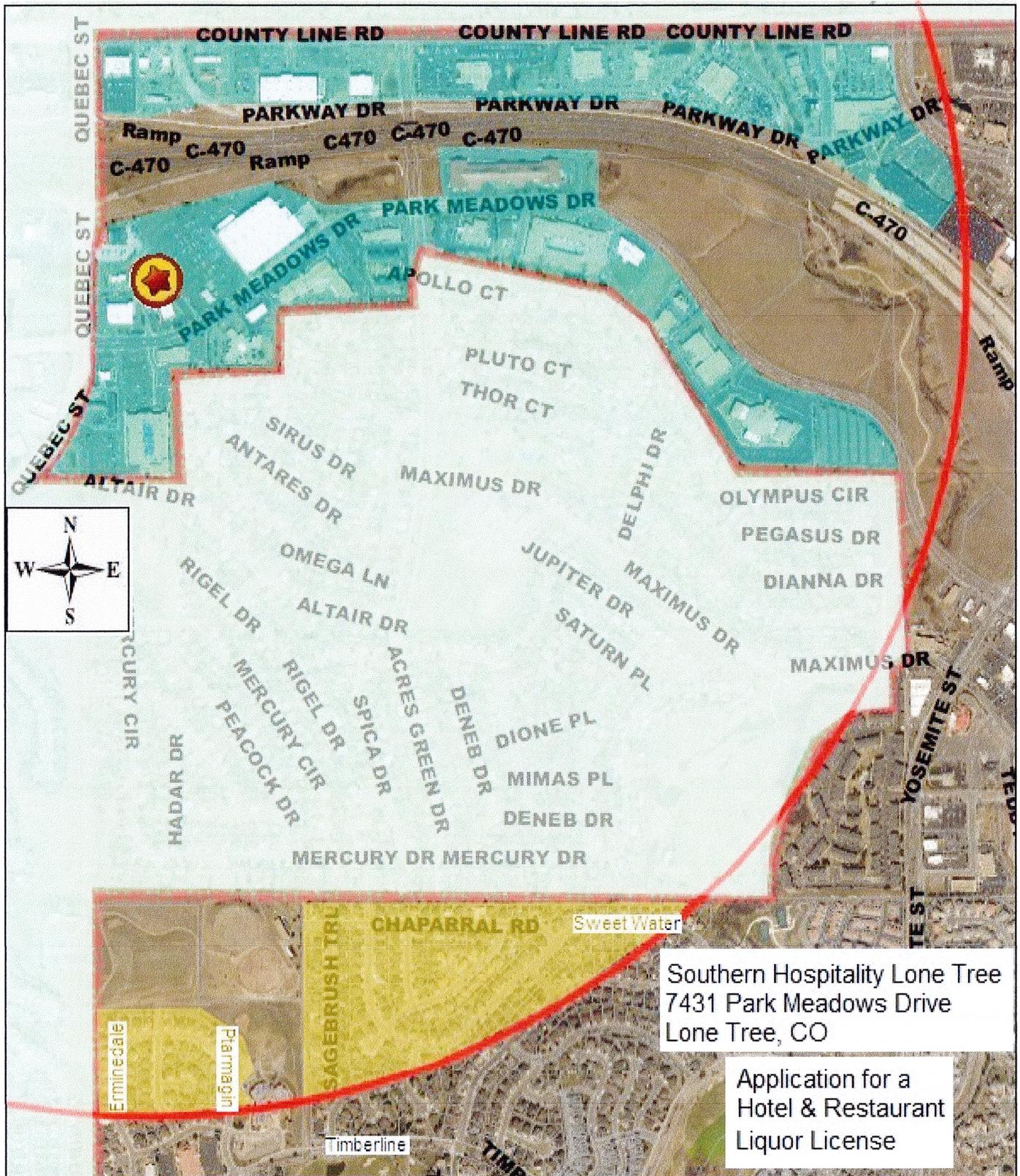
- Survey Areas: This survey was conducted within a one mile radius of the site. Businesses were contacted in the area surrounding the site and in areas to the south. All contacts and attempts were within the defined boundaries of this survey. Please see attached map.
- Circulators of the Survey: There were three circulators of this survey. Prior to the start of the survey, the circulators were briefed on the type of liquor license application, the areas to be surveyed and reminded to be completely unbiased in their approach to residents and business people. The circulators had with them a face sheet with the applicant business name, location and hearing information, instructions and the petition/survey issue along with signature sheets and a map of the proposed location. The circulators used tally sheets to record all contacts, attempts and reasons for opposition signatures and refusals. At the conclusion of the survey, the circulators signed notarized affidavits of circulation.

Report prepared and respectfully submitted by



Susan Duffy Schwall

Liquor Licensing Professionals, LLC
 24 Via Sierra Grande, Manitou Springs, CO 80829
 Phone: (719) 390-8844 FAX (719) 685-5570
 Email: LiquorPros@msn.com



Southern Hospitality Lone Tree
 7431 Park Meadows Drive
 Lone Tree, CO

Application for a
 Hotel & Restaurant
 Liquor License

Close-Up View of Areas Surveyed

- Residential Areas Surveyed
- Business Areas Surveyed

Survey Dates:
 March
 5 & 8, 2015

**Liquor
 Licensing
 Professionals**
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