



337 E. Bennett Avenue, Cripple Creek, CO 80813

**CRIPPLE CREEK CITY COUNCIL
JANUARY 17, 2024
5:30 PM – REGULAR MEETING
IN-PERSON AND ONLINE VIA ZOOM**

**4PM WORK SESSION WITH THE COMMUNITY OF CARING/CHILDCARE
5PM BOA APPEAL ON METAL ROOF OVERLAYS**

Join City Council Meeting By ZOOM

Meeting ID:

Passcode:

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

APPROVAL OF MEETING MINUTES from the January 3, 2024 Regular Meeting.

REPORTS

City Administrator

Finance Director

OATHS/PRESENTATIONS

NEW BUSINESS

- A. Consider Approval to Waive \$813.00 Towards Russell Stanke Burial Cost on Behalf of his Daughter, Brittney Albanez; Renee Mueller, Historical Preservation
- B. Consider Approval to Waive Cemetery Plot Fee of \$2,500.00 for Bob and Martha Lay on behalf of their Son, Martin Lay, for One Cemetery Plot; Renee Mueller, Historical Preservation
- C. Consider Approval of Memorandum of Understanding (MOU) with Full House Resorts (FHR); Frank Salvato, City Administrator

ADJOURNMENT



JANUARY 3, 2024, Regular Meeting Minutes

Mayor Trenary called the Regular meeting of the City Council to order at 5:30 PM and led with the Pledge of Allegiance. All Councilmembers were present. Staff present in Council Chambers were Frank Salvato, City Administrator; Paul Harris, Finance Director; Malissa Gish, City Clerk, Bud Bright, Police Chief; Don Kramer, Code Enforcement; Joe O'Connor, Fire Chief; Ken Hartsfield, Building Official; Carol Stotts, H/R & Risk Management Director; Michelle Rozelle Heritage Center Director; Zack Sztanyo, Butte Theater Director; Ted Schweitzer, Transportation Director (ZOOM); Erin Smith, City Attorney.

PUBLIC COMMENT:

Teller County Commissioner Dan Williams thanks Tom Litherland for his time with the city. Justin Kuith, Representative for District 7 Congressional District; THE ZOOM RECORDING IS INAUDIBLE.

Colt Simmons, Florissant, discussed development. THE ZOOM IS INAUDIBLE.

Council Approved Meeting Minutes from December 6, 2023 Regular Meeting. **Motion** by Councilman Litherland and seconded by Councilman Bowman to approve the meeting minutes from the December 6, 2023 Regular Meeting. **Motion** passed unanimously.

REPORTS

Salvato recognizes Deputy Clerk, Carrie Turner for her 1 year with the Clerk's Office. Salvato informs Council that the agenda item for the Gibraltar annexation will be tabled.

Harris has no report.

PRESENTATIONS & OATHS

Recognition of Tom Litherland for His Years of Service

Mayor Trenary recognizes Tom Litherland for his many years of service as Council Member and Mayor. City Clerk Gish presents him with a plaque. Litherland thanks the community and exits the dais.

Administration of Oath of Office for Annie Durham as Elected Mayor

City Clerk, Malissa Gish administers the oath of office and newly elected Mayor Annie Durham takes her seat on the dais.

Administration of Oath for Office for Cody Schwab as Elected Councilmember

City Clerk, Malissa Gish administers the oath of office and newly elected Councilmember Cody Schwab takes his seat on the dais.

Administration of Oath for Office for Jared Bowman as Elected Councilmember

City Clerk, Malissa Gish administers the oath of office and reelected Councilmember Jared Bowman takes his seat on the dais.

NEW BUSINESS

Nomination of Mayor Pro Tem for the 2024 Year

Mayor Durham opens nominations for Mayor Pro Tem.

Motion by Councilman Bowman and seconded by Councilman Schwab to Nominate Bruce Brown for Mayor Pro Tem. **Motion** passed unanimously.

SECOND READING and PUBLIC HEARING of ORDINANCE 2023-13 Amending Sections of the Municipal Code Regarding City Fees & Taxes

Harris explains this was explained in detail upon first reading. He summarizes by stating this will remove all outdated figures from the municipal code and refers the user to the appendix of the city's current budget document.

Motion by Councilman Bowman and seconded by Mayor Pro Tem Brown to close public comment. **Motion** passed unanimously.

Motion by Mayor Pro Tem Brown and seconded by Councilwoman Trenary to Approve ORDINANCE 2023-13 Amending Sections of the Municipal Code Regarding City Fees & Taxes.

Motion passed unanimously.

Consider Approval for an Agreement for Economic Inducements & Development Incentives with Margaret and Joseph Ruffatti

Hartsfield presents the application stating it complies with the conditions of the Ordinance. The applicant agrees to pay for the infrastructure required to connect to the city utilities. There is adequate water & sewer capacity to service the property. This is owner occupied housing. After discussion, it is agreed upon to grant 50% of the requested amount, being \$4600. Joe Ruffatti, applicant, argues that this is workforce housing for his sister who works within the city limits therefore it should be a full amount grant. He states he will appeal the decision.

Motion by Councilwoman Trenary and seconded by Councilman Bowman to approve an Agreement for Economic Inducements & Development Incentives with Margaret and Joseph Ruffatti. **Motion** passed unanimously.

SECOND READING AND PUBLIC HEARING of Ordinance 2023-16 Annexing the Property Known as the Gibraltar Annexation

Mayor Durham announces the desire to table to agreement portion of this item at this time.

Approval of the Annexation Agreement for Gibraltar

Motion by Mayor Pro Tem Brown and seconded by Councilman Bowman to **TABLE THE ANNEXATION AGREEMENT AT THIS TIME**. **Motion** passed unanimously.

Hartsfield presents the application with PowerPoint slides showing the location and explaining details of the plans. It meets the criteria stipulated by the state, has been properly advertised and posted. Michael Beattie, developer, expresses his appreciation for staff's help. Mayor Durham asks if there is any public comment. None was had.

Motion by Councilwoman Trenary and seconded by Mayor Pro Tem Brown to close public comment.

Motion by Mayor Pro Tem Brown and seconded by Councilman Bowman to Approve Ordinance 2023-16 Annexing the Property Known as the Gibraltar Annexation. **Motion** passed unanimously.

Consider Approval of Resolution 2024-01 Establishing the Designated Public Locations for the Posting of City Meeting Notices as Required by the Colorado Open Meetings Law

City Clerk Gish explains this is the annual Resolution to designate posting places for City notices of open meetings and public hearings as required by law; Post Office, shadow box, and the city website. This is done at least 24 hours prior to a meeting.

Motion by Councilman Bowman and seconded by Councilman Schwab to Approve Resolution 2024-01 Establishing the Designated Public Locations for the Posting of City Meeting Notices as Required by the Colorado Open Meetings Law. **Motion** passed unanimously.

PUBLIC HEARING to Grant a New Hotel & Restaurant Liquor License for Chamonix Hotel/ Casino
Mayor Durham opens the public hearing with a statement provided by City Attorney, Erin Smith.

City Clerk Gish presents the application stating the application was complete, the property was posted according to state requirements, and it was properly noticed in the paper for the public hearing. She informs the council that Nick Kaber, a representative of FHR was present to answer any questions. She explained that Chamonix is currently operating on a modification of premises from their Tavern license until they are issued a CO from the Building Department. The state has issued the H&R license, the Clerk's Office is holding it and will issue it and the City licenses once the Building Official has issued a final certificate of occupancy on the building. The council asks when that will be; Gish states FHR was recently approved for an extension on the completion date until July 2024.

Mayor Durham asks for any comments in favor of the license. None was had.

Mayor Durham asks for any comments in opposition of the license. None was had.

The applicant was asked if he had any comments. He declined.

Motion by Councilman Schwab and seconded by Councilwoman Trenary to close public comment. **Motion** passed unanimously.

Motion by Councilwoman Trenary and seconded by Councilman Bowman to reconvene into the regular meeting. **Motion** passed unanimously.

Motion by Councilman Bowman and seconded by Councilman Schwab to Approve a New Hotel & Restaurant Liquor License for Chamonix Hotel/ Casino. **Motion** passed unanimously.

PUBLIC HEARING to Grant a New Marijuana License to Robert & Laura Smith for High Stakes Leafery

City Clerk Gish presents the application explaining everything was in order and approved by all involved departments. The applicants were present to answer any questions. This was the only application submitted currently. Trenary asks if the fees in the staff report reflect the reimbursement due to the amended Resolution regarding decreased fees; Gish confirms. The state licenses are being held in the Clerk's Office until approved.

Mayor Durham asks for any comments in favor of the license. None was had.

Mayor Durham asks for any comments in opposition of the license. None was had.

The applicant was asked if they had any comments. They declined.

Motion by Councilman Bowman and seconded by Councilman Schwab to close public comment. **Motion** passed unanimously.

Motion by Councilman Schwab and seconded by Mayor Pro Tem Brown to reconvene into the regular meeting. **Motion** passed unanimously.

Motion by Councilwoman Trenary and seconded by Councilman Bowman to Approve a New Marijuana License to Robert & Laura Smith for High Stakes Leafery. **Motion** passed unanimously.

Consider Approval for MBSS to Provide Legal Services to The City of Cripple Creek

Smith states the actions Council took in October to approve the transfer of the City of Cripple Creek's files and matters to MBSS. This engagement letter outlines the scope of services including fees and expenses. Smith is asking council to authorize this engagement for the 2024 year.

Motion by Councilman Bowman and seconded by Councilman Schwab to approve MBSS to Provide Legal Services to The City of Cripple Creek. **Motion** passed unanimously.

Consider Approval to enter into an Intergovernmental Agreement with CCV School District regarding Taxes

Mayor Durham recuses herself stating a conflict of interest. She exits the chambers. Mayor Pro Tem Brown resumes the meeting.

Harris states the IGA outlines the arrangements between the school district and the city regarding the election results on the sales tax increase for the district. Harris points out section 3 of the IGA stating the district is bound by the conditions contained in the approved ballot question. They must use it for the purposes set by the question. Section 4 states the city will remit a check to the district for their 1% after the city has closed its month's end process. The city will provide them with a spreadsheet detailing the calculations. Section 5 reflects the city is a statutory city, therefore we will remit as stated by law.

Motion by Councilman Trenary and seconded by Councilman Schwab to approve entering into an Intergovernmental Agreement with CCV School District regarding Taxes. **Motion** passed unanimously.

Mayor Durham approaches the dais and takes her seat.

ADJOURNMENT With no other business to present, Mayor Durham adjourns the meeting at 6:34 PM.

Annie Durham, Mayor

Malissa Gish, City Clerk

STAFF REPORT

To: City Council
From: Renee Mueller, Planning and Historic Preservation Coordinator
CC: Frank Salvato
Applicant: Brittney Albanez on behalf of the deceased, Russell Stanke
Subject: Russell Stanke: Request for waiver of a portion of the fees for burial
Cremains in Mt. Pisgah Cemetery
Date: January 17, 2024
Location: MT PISGAH CEMETERY.

Stanke/Albanez request: Ms. Brittney Albanez, daughter of Russell Stanke, has applied for State assistance to help with the burial fees for her father, Russell Stanke. The State will not agree to assist with \$1500.00 for the burial unless the city agrees to adjust the charge to no more than \$2500.00.

History behind the request: Russell Stanke, had been terminally ill for some time and was a ward of the state at the time of his death. He was a resident of Colorado Springs. However, Russell's father was Leo C. Stanke, a long-time resident of Cripple Creek, who is buried at Mt. Pisgah Cemetery along with 8 other Stanke family members. His only child, Brittney Albanez, has requested financial assistance, on his behalf, from the State of Colorado Office of Economic Security, Division of Employment & Benefits on Form IM-100 which is an APPLICATION FOR FUNERAL, BURIAL AND OR CREMATION & BUIRAL ASSISTANCE. Normally we would see the State pay for the cremains first, which uses up the allowed benefit. However, Ms. Albanez paid for the cremation, because she was not made aware by the Funeral Home that this assistance was available for her fathers' final expenses. Therefore, there are still benefits available to Mr. Stanke through the Colorado Office of Economic Security, Division of Employment & Benefits . She has now expressed a financial need to this office on behalf of her father. She is currently a nursing student and unable to pay the full amount. She is an only child and Russell himself was also an only child, so there is no other family to help with these expenses. Brittney states that her father's final wish was to be buried next to his father Leo C. Stanke. If the City Council agrees to the negotiated amount the City would receive \$1,500.00 from the State of Colorado as partial payment and \$1,000.00 would be paid by Ms. Alvarez. If the application for state assistance is denied, Ms. Alvarez would be required to pay the full unadjusted amount of \$3,313.00. No burial is to take place until the entire amount owed is paid in full.

Board meeting December 18, 2023: Board Discussion: There is space next to Leo Stanke for burial of his son Russell. The area appears to be a family plot containing several other members of the family. Because Russell Stanke is an only child there most likely won't be any direct descendants requesting burial in that plot. The Board discussed the regulations provided below:

CEMETERY RULES AND REGULATIONS:

NOTE: The City of Cripple Creek has the right to refuse sale of interment rights in plots to non-residents if, at any time it is determined that the number of plots are limited and shall be reserved for residents.

1. For persons not qualifying as a resident of the City of Cripple Creek as defined herein and who has been deemed "indigent", and proven so to the City Council, A request for reimbursement of burial fees may be sent to Colorado Office of Economic Security, Division of Employment & Benefits on Form IM-100 APPLICATION FOR FUNERAL, BURIAL AND OR CREMATION ASSISTANCE.

SECTION 5 BURIAL PROCEDURES

No interment or disinterment shall occur within the Cemetery without a permit lawfully issued by the appropriate agency in the location of death, the laws of the State of Colorado, and all provisions of the City of Cripple Creek Municipal Code, ordinances and these Rules and Regulations governing the operation and use of the Cemetery.

- A. No burial shall take place until the City Clerk has received payment, in full, in accordance with Section 4A, for the burial plot or the acceptance by the City Clerk of a proper Certificate of Interment Right.

The amount the city would be writing off would be \$813.00. See Details below:

APPLICATION FEE	\$50.00	BALANCE	\$2,500.00
PLOT FEE:	\$2500.00	AMT STATE PAYS	\$1,500.00
RECORDING FEE:	\$13.00	BAL DUE FROM	\$1,000.00
EXCAVATION FEE	\$750.00	MS ALBENAA	\$ 00.00
TOTAL FEES	<u>\$3,313.00</u>		
PROPOSED WRITE OFF:	<u>\$ (813.00)</u>		



BOARD RECCOMENDATION & CONTINGENCIES:

A motion was made by Steve Zoellner to make a recommendation to The City Council to approve a request for a reduction of \$813.00 in fees for burial of Mr. Russell Stanke in the Mt. Pisgah Cemetery. Approval is contingent upon (prof of indigency) and State approval of a request to pay \$1,500.00 of the adjusted fee of \$2,500.00 and Ms. Alveraz agrees to \$1000.00 balance before cremains can be buried. Fee for excavation to be paid from fees paid. The excavation of the grave for the cremains to be carried out by the City of Cripple Creek Public Works department. If the application for state assistance is not approved, the fee will revert to the original amount of \$3,313.00 Seconded by Deb Hack. Motion carried.

STAFF RECOMMENDATION

It is unlikely that this plot would be sold to another person as it is next to his father and mother who are already buried. It is also among other Stanke family members. Mr. Russell Stanke is an only child, so no sibling will be requesting the plot. Mr. Stanke, was being care for under the PACE Program (All-inclusive care for the elderly) Mr. Stanke’s social security disability checks were surrendered to the Nursing Home that cared for him with the exception of \$20 per month. He could not pay full price for this application for burial. This approval would allow his daughter to honor his final wishes and keep him near his family. Staff agrees with the Board recommendation including stated contingencies.

STAFF REPORT

To: City Council
From: Renee Mueller, Planning and Historic Preservation Coordinator
CC: Frank Salvato
Applicant: Martin Lays on behalf of Bob and Martha Lays
Subject: **Request plot fee waiver for 1 plot at Mt. Pisgah Cemetery**

Date January 17, 2024

Location: MT PISGAH CEMETERY.

History behind request:

Request Plot fee waiver for Non-Residential applicants: Martin Lays son of Bob and Martha Lays is requesting one cemetery plot(s) on behalf of his deceased parents. The Lays family were residents and members of the community for 47 years. They came to Cripple Creek as summer residents in 1962 and helped run the Imperial Hotel and purchased a home at 132 Hayden Street in 1972. They purchased the Palace Hotel in 1972 and ran a hotel and restaurant business there until 2002 when they sold their home and the Palace Hotel. Bob & Martha moved to NY shortly afterwards. When they still lived in Cripple Creek the Lays family were very active members of the community. The Lays Brothers can still be found using their talented voices at fund raisers for the Victorian Society from time to time. Martin Lays and other family members still own property in Cripple Creek. However, because of the length of time Bob and Martha have been gone from Cripple Creek they are considered non-residents and would be required to pay for all fees for the burial of their parents unless the Council approves a waiver of the \$2,500.00 plot fee.

Cemetery Board Meeting on December 18 2023 Board Discussion centered around the contributions the family made to the city of Cripple Creek during their residency and the fact that members of the family still owns property in town as well as the County including but not limited to 107 E Eaton and 425 W Eaton along with several other properties within the county . The discussion among the Board was that the Lays family has and continue to contribute to the community.

Mt. Pisgah Rules and Regulations:

- A. Interment rights in plots and parcels of ground in the Cemetery shall be sold by the Historic Preservation Coordinator or the City Clerk under the regulations and conditions as provided by the City Council and for prices as follows:
 1. For Residents
 - a. No charge for a burial space for remains
 - b. No charge for a burial space for cremains
 2. For Non-Residents
 - a. \$2,500.00 for a burial space for remains
 - b. \$2,500.00 for a burial space for cremains (allows 2)

MOTION: Steve Zoellner made a motion to recommend to City Council the approval of the request to waive the \$2,500.00 plot fee only. The applicants would still be required to pay \$813.00 for a single excavation, application and recording fees. Deb Hack seconded the motion: A headstone to be placed within 6 months of burial and no burial to take place before required fees are paid in full. Motion carried.

STAFF RECOMMENDATION

Staff recommendation is to approve the waiver of \$2,500.00 for a single plot for the cremains burial of Bob and Marth Lays. Approved with the understanding that all other required fees shall be paid in full before a burial takes place. A headstone is to be placed within 6 months of the burial.



TO: Mayor & City Council

FROM: Frank Salvato, City Administrator

AGENDA ITEM:

DATE: January 17, 2024

REQUEST: Mayor and Council consider approval of Memorandum of Understanding (MOU) with Full House Resorts.

OVERVIEW & ANALYSIS: After discussions with Dan Lee with Full House Resorts, he agreed to fund a portion of the City of Cripple Creek Comprehensive Plan (Master Plan). He has agreed to fund up to \$100,000 for the Economic/Tourism section of the Plan. We have applied to DOLA for \$100,000 to update the 2009 Comprehensive Plan with Mr. Lee's \$100,000 as the match.

If we receive the DOLA grant, we will come to Council with two (2) Requests for Proposals (RFP's) to send out to planning companies that work with cities on Comprehensive Plans. One of the RFP's will specifically address the economic/tourism section of the Plan as per the attached MOU with Full House Resorts.

If we do not receive the DOLA grant for the Comprehensive Plan update, the MOU requires we send out an RFP for the economic/tourism section which Full House Resorts will pay up to \$100,000 for this section of the Comprehensive Plan.

BUDGET IMPACT: None.

STAFF RECOMMENDATION AND COUNCIL ACTION REQUESTED: Approve the MOU with Full House Resorts.



December 1, 2023

Colorado Department of Local Affairs
Division of Local Government
1313 Sherman Street
Suite 521
Denver, CO 80203

City of Cripple Creek
337 E. Bennet Ave.
PO Box 430
Cripple Creek, CO 80813
Attn: Mr. Ken Hartsfield
Planning and Community Development Director

RE: Letter of Support and Financial Matching Commitment for City of Cripple Creek Grant
Application to Colorado Department of Local Affairs

To Whom it May Concern:

This letter is provided in support of the application submitted by the City of Cripple Creek (the "**City**") for a matching grant from the Colorado Department of Local Affairs ("**DOLA**") to pursue an update to the City's comprehensive plan, and to affirm Full House Resorts, Inc.'s ("**FHR**") commitment to donate \$100,000 in matching funds for the grant, if obtained.

The City of Cripple Creek Community Master Plan ("**Comprehensive Plan**") has not been updated since June of 2009. Since then, the City, region, and state have experienced significant change and growth. These changes merit a much-needed update to the City's Comprehensive Plan.

FHR is the owner and developer of the Chamonix Casino Hotel and Bronco Billy's Casino located in the City. FHR has strategically invested substantial funds in the development of the hotel to create a premier gaming and entertainment destination in the City. The hotel is set to open on December 26th, 2023, and will add an additional 290 employees and 313 hotel rooms to the City.

The City and FHR share similar goals to support and expand the economic viability and overall health of the City. The City anticipates continued expansion in downtown Cripple Creek, with the Chamonix Casino Hotel providing a catalyst for increased business and economic growth. The City has tremendous potential and updating the Comprehensive Plan will lead to continued stability, growth, and prosperity for existing and new residents, as well as tourists and visitors to the City.

To show its commitment to these shared goals, FHR is committing a matching donation of one hundred thousand dollars (\$100,000.00) to support the City's efforts to update the Comprehensive Plan. Specifically, FHR offers this funding to be used to create an economic development and tourism strategy plan ("**Tourism Strategy Plan**") to help this historic mining town realize its full potential as a year-round tourism destination. FHR and the City are currently working on memorializing this donation in a Memorandum of Understanding between the two parties. By incorporating the Tourism Strategy Plan as part of the updated Comprehensive Plan, the City will be able to address all facets of long range planning including, but not limited to, economic development, tourism, infrastructure, housing, transportation, and land use.

The City seeks to diversify its economy and strengthen its economic base. While gaming attracts many visitors to the City each year, FHR and the City understand the critical role that hotel, conference, banquet, restaurant, entertainment, and other community amenities play in attracting tourism. FHR and the City are committed to working together to expand the number of visitors to the City and the revenues each visitor generates through the City's many unique shops, museums, restaurants, and special events. As the City's budget and revenues grow from this diversification, it is critical that the City update its Comprehensive Plan to guide implementation of new resources and investments.

FHR respectfully provides this letter to DOLA to support the City's grant application. As a proud community member, FHR is excited to contribute to, and partner with, the City in its Comprehensive Plan efforts. DOLA's matching grant would allow the City to analyze its comprehensive long range planning goals, identify necessary changes to City plans and regulations, and realize its full potential as a thriving year-round destination for residents and visitors alike.

Thank you for your consideration and review of this letter.

Sincerely,

Alex J. Stolyar

Alex J. Stolyar
SVP & Chief Development Officer
Full House Resorts, Inc.

MEMORANDUM OF UNDERSTANDING

FHR-COLORADO LLC, a Nevada limited liability company (“**FHR**”), and the CITY OF CRIPPLE CREEK, a Colorado statutory city (the “**City**”) (collectively “**Party**” or “**Parties**”) means FHR or the City), desire to enter into this Memorandum of Understanding (“**MOU**”) effective as of this ____ day of ____ 2024.

RECITALS

A. The City wishes to pursue an update to the City of Cripple Creek Community Master Plan (“**Master Plan**”), which has not been updated since June of 2009.

B. FHR is the owner and developer of the Chamonix Casino Hotel and Bronco Billy’s Casino, and has strategically invested substantial funds in the development of the hotel to create a premier gaming and entertainment destination in the City with hotel, conference, banquet, restaurant, and other community amenities.

C. The City and FHR share a common goal of leveraging the City’s gaming and entertainment amenities as a catalyst to transform the City into a high profile tourism destination.

D. The City has applied for a grant from the Colorado Department of Local Affairs to conduct the Master Plan update.

E. To support the City’s application for the grant, FHR commits to donate up to one hundred thousand dollars (\$100,000.00) in matching funds to the City to create a standalone economic development and tourism strategy plan (“**Tourism Strategy Plan**”), which may be incorporated into the City’s Master Plan, and the Parties desire to set forth in this MOU a framework for each Party’s respective role with regard to the same.

AGREEMENT

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

1. Project Collaboration. The Parties agree to work cooperatively and in good faith and to diligently accomplish the funding, planning, design, and completion of the Tourism Strategy Plan. This MOU does not obligate FHR to finance other portions of the Master Plan. Notwithstanding FHR’s financial obligations set forth herein, the City shall control the process of working with the consultants to complete the Tourism Strategy Plan and Master Plan.

2. Tourism Strategy Plan.

(a) FHR Contribution. FHR commits to contribute up to one hundred thousand dollars (\$100,000.00) in order for the City to complete the Tourism Strategy Plan. This contribution may be used by the City to leverage a matching grant from the Colorado Department of Local Affairs for the City’s overall Master Plan update (“**DOLA Grant**”), but is to be spent on the Tourism Strategy Plan portion of the Master Plan only. If the City is not awarded the DOLA Grant, the City and FHR agree to proceed with the

Tourism Strategy Plan as a standalone planning effort funded 100% by FHR's contribution. FHR is not responsible for any other obligations related to the Tourism Strategy Plan or Master Plan, although FHR is willing to actively participate as a property owner and stakeholder upon request by the City.

(b) Requests for Proposals. In 2024, the City will issue a Request for Proposal ("**RFP**") to solicit bids from consultants to create the Tourism Strategy Plan. The City, at its discretion, may also issue a separate RFP to solicit bids from consultants to create the updated Master Plan.

(c) Tourism Strategy Plan Deliverable. The Tourism Strategy Plan shall be a separate and distinct document from the City's Master Plan. The City, at its discretion, may choose to incorporate all, or part, of the Tourism Strategy Plan into the final Master Plan. If the City does not pursue or complete the Master Plan update as described herein, such decision shall have no effect on the completion of the Tourism Strategy Plan.

(d) Tourism Strategy Plan Timing. Time is of the essence to begin and complete the Tourism Strategy Plan. The City may, but is not required to, begin and process the Tourism Strategy Plan and Master Plan at the same time, but it is the Parties' intention that the Tourism Strategy Plan be completed prior to the Master Plan, due to its focused and reduced scope. Any delays in the completion of the City's Master Plan shall have no effect on the completion of the Tourism Strategy Plan.

3. General Terms.

(a) This MOU may be terminated at any time by mutual consent of the Parties. FHR or the City shall have the right to terminate this MOU upon its good faith determination that the other Party is not proceeding diligently and in good faith to carry out its obligations pursuant to this MOU. The non-defaulting Party shall exercise such right by providing at least ten (10) days' advance written notice to the defaulting Party which notice shall describe the nature of the default. Notwithstanding the foregoing, if the defaulting Party commences to cure such default within such 10-day period and diligently prosecutes such cure to completion within the earliest feasible time but not later than thirty (30) days following the date of the notice, this MOU shall remain in effect. Neither Party shall have the right to seek an award of damages as a result of the termination of this MOU pursuant to this Section.

(b) Nothing in this MOU shall be deemed or construed to limit, impair or restrain any of the powers and authority of the City conferred by constitution, statutes, regulations or other laws.

(c) Nothing contained herein shall be construed to constitute the Parties hereto as partners or joint venturers, or as agents or representatives of the other. Except as expressly authorized herein, neither Party shall hold itself out as having the authority to speak for or otherwise bind the other.

(d) Any notices, demands or other communications required or permitted to be given in writing hereunder shall be delivered personally, delivered by overnight courier service,

or sent by certified mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below, or at such other address as a Party may hereafter or from time to time designate by written notice to the other Party. Notice shall be considered given at the time it is personally delivered, the day delivery is attempted but refused, the day following being placed with any reputable overnight courier service for next day delivery, or if mailed, on the third day after such mailing.

TO FHR: FHR-Colorado LLC
Attn: Dan Lee
One Summerlin
1980 Festival Plaza Drive, Suite 680
Las Vegas, Nevada 89135

With a copy to: Brownstein Hyatt Farber Schreck
Attn: Caitlin Quander, Esq.
675 15th Street, Suite 2900
Denver, Colorado 80202

TO THE CITY: City of Cripple Creek
Attn: City Administrator
337 E. Bennet Avenue
P.O. Box 430
Cripple Creek, CO 80813

With a copy to: Erin Smith
Maynes Bradford Shipps and Sheftel, LLP
600 17th Street, Suite 2150-S
Denver, CO 80202

(e) This MOU may be executed in multiple counterparts, each of which shall be an original and all of which taken together shall constitute one MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU effective as of the date first stated above.

CITY:

CITY OF CRIPPLE CREEK, COLORADO, a
Colorado statutory city

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
City Clerk

FHR:

FHR-COLORADO LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____