



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Administration	Kristi Jefferson - City Clerk	May 21, 2024

ITEM

New Tavern Liquor License request for Coffee by Topo, Ltd dba Coffee by Topo at 211 F Street.

BACKGROUND

A new Colorado Tavern Liquor License application was filed with the City Clerk on April 9, 2024. The Notice of Public Hearing was published on April 12, 2024 and the premises was posted on May 10, 2024.

All proper fees have been remitted to the City and State of Colorado.

A Tavern license differs from a Hotel and Restaurant license as the establishment shall have sandwiches and light snacks available for consumption on the premises during business hours, but need not have meals available for consumption, like a Hotel and Restaurant license.

STAFF RECOMMENDATION

Staff recommends that the Liquor Licensing Authority approve a new Tavern Liquor License request for Coffee by Topo, Ltd dba Coffee by Topo at 211 F Street.

SUGGESTED MOTION

Following a public hearing on the matter, a Liquor Authority member should “move to approve a new Tavern Liquor License request for Coffee by Topo, Ltd dba Coffee by Topo at 211 F Street.” followed by a second and roll call vote.

PUBLIC NOTICE
PUBLIC NOTICE PURSUANT TO THE
LIQUOR LAWS OF COLORADO

Pursuant to the Liquor Laws of the State of Colorado, Coffee by Topo, Ltd., has requested the Local Licensing Authority of the City of Salida, Colorado to grant a Tavern (City) liquor license to sell malt, vinous and spirituous liquors for consumption on premises at 211 F Street, Salida, CO 81201. A hearing on the application, received February 27, 2024, will be held before the Local Licensing Authority of the City of Salida, Colorado at the hour of 6:00 p.m., or as soon thereafter as may be heard, on Tuesday, May 21st. At said time and place, any interested persons may appear to be heard for or against the granting of said license.

LOCAL LICENSING AUTHORITY

Kristi Jefferson, City Clerk

Premises Posted by May 9, 2024

Published in The Mountain Mail April 12, 2024

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Coffee By Topo, Ltd - DBA Coffee By Topo

211 F Street

Salida, CO 81201

HAS REQUESTED THE LICENSING
OFFICIALS OF City of Salida
TO Approve a new Tavern Liquor License

LICENSE AT: 211 F Street, Salida CO 81201

HEARING ON APPLICATION TO BE HELD AT:

City Council Chambers

448 E First Street, Ste. 119, Salida, CO 81201

TIME AND DATE: May 21, 2024

DATE OF APPLICATION: April 9, 20²⁴

BY ORDER OF: City of Salida

OFFICERS: Mary Kathryn Blanton

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED



<input type="checkbox"/> New License <input checked="" type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only <input type="checkbox"/> Master file			
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 <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> 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 <p style="text-align: center;">Coffee By Topo, Ltd.</p>			FEIN Number <div style="background-color: black; width: 100px; height: 1em;"></div>
2a. Trade Name of Establishment (DBA) <p style="text-align: center;">Coffee By Topo</p>		State Sales Tax Number <p style="text-align: center;">94972099</p>	Business Telephone <p style="text-align: center;">(719) 530-1055</p>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <p style="text-align: center;">211 F Street</p>			
City	County	State	ZIP Code
Salida	Chaffee	CO	81201
4. Mailing Address (Number and Street)		City or Town	State ZIP Code
211 F Street		Salida	CO 81201
5. Email Address <p style="text-align: center;">coffeebytopo@gmail.com</p>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)		Present State License Number	Present Class of License Present Expiration Date
Section A Nonrefundable Application Fees*		Section B (Cont.) Liquor License Fees*	
<input type="checkbox"/> Application Fee for New License\$1,550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,650.00 <input type="checkbox"/> Application Fee for Transfer\$1,550.00		<input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00 <input type="checkbox"/> Manager Registration - H & R\$75.00 <input type="checkbox"/> Manager Registration - Tavern\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex\$75.00 <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County)\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License—Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License—Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County)\$312.50 <input checked="" type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County)\$500.00 <input type="checkbox"/> Vintners Restaurant License (City)\$750.00 <input type="checkbox"/> Vintners Restaurant License (County)\$750.00	
Section B Liquor License Fees*			
<input type="checkbox"/> Add Optional Premises to H & R\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input checked="" type="checkbox"/> Add Sidewalk Service Area.....\$75.00 <input type="checkbox"/> Arts License (City)\$308.75 <input type="checkbox"/> Arts License (County)\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City)\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City)\$500.00 <input type="checkbox"/> Campus Liquor Complex (County)\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County)\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County)\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City)\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County)\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50			
* Note that the Division will not accept cash			
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: www.colorado.gov/enforcement/liquor for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☒ 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 (additional items may be required by the local licensing authority)
- ☒ E. All sections of the application need to be completed
- ☐ F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☒ A. No larger than 8 1/2" X 11"
- ☒ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☒ C. Separate diagram for each floor (if multiple levels)
- ☒ D. Kitchen - identified if Hotel and Restaurant
- ☒ E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- ☐ B. Lease in the name of the applicant (or) (matching question #2)
- ☒ C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ D. Other agreement if not deed or lease. (matching question #2)

IV. Background information (DR 8404-I) and financial documents

- ☒ A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☒ B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. **Do not complete fingerprint cards prior to submitting your application.**
The Vendors are as follows:
Identigo – <https://uenroll.identigo.com/>
Phone: 844-539-5539 (toll-free)
Identigo FAQs: <https://www.colorado.gov/pacific/cbi/identification-faqs>
Colorado Fingerprinting – <http://www.coloradofingerprinting.com>
Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>
Phone: 720-292-2722 Toll Free: 833-224-2227
- ☒ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☒ D. List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

- ☐ A. Form DR 4679
- ☒ B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

- ☒ A. Certificate of Incorporation
- ☒ B. Certificate of Good Standing
- ☐ C. Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

- ☐ A. Partnership Agreement (general or limited).
- ☒ B. Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)


- ☒ A. Copy of articles of organization
- ☒ B. Certificate of Good Standing
- ☐ C. Copy of Operating Agreement (if applicable)
- ☐ D. Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- ☐ A. \$75.00 fee
- ☒ B. Individual History Record (DR 8404-I)
- ☐ C. If owner is managing, no fee required

Name <div style="text-align: center; font-weight: bold;">Coffee By Topo</div>	Type of License <div style="text-align: center; font-weight: bold;">Tavern</div>	Account Number																		
<p>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 <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>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):</p> <p style="margin-left: 20px;">a. Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">b. Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p> <p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align: right;">or</p> <p style="text-align: right;">Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align: right;">Other: _____</p> <p>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. <input type="checkbox"/> <input type="checkbox"/></p> <p>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. <input type="checkbox"/> <input type="checkbox"/></p> <p>13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input type="checkbox"/></p> <p>13 b. Are you a Colorado resident? <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>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. <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p style="margin-left: 20px;"><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p style="margin-left: 20px;">a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 40%;">Landlord <div style="text-align: center; font-weight: bold;">Gena Shepherd</div></td> <td style="width: 40%;">Tenant <div style="text-align: center; font-weight: bold;">Mary Kathryn Blanton</div></td> <td style="width: 20%;">Expires <div style="text-align: center; font-weight: bold;">10/31/2026</div></td> </tr> </table> <p style="margin-left: 20px;">b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="margin-left: 20px;">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".</p> <p>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.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width: 25%;">Last Name</td> <td style="width: 25%;">First Name</td> <td style="width: 15%;">Date of Birth</td> <td style="width: 20%;">FEIN or SSN</td> <td style="width: 15%;">Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <p>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.</p> <p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align: right;">Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/></p> <p>18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p> <p>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</p> <p style="margin-left: 20px;">a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <input type="checkbox"/> <input type="checkbox"/></p> <p style="margin-left: 20px;">If "yes" a copy of license must be attached.</p>			Landlord <div style="text-align: center; font-weight: bold;">Gena Shepherd</div>	Tenant <div style="text-align: center; font-weight: bold;">Mary Kathryn Blanton</div>	Expires <div style="text-align: center; font-weight: bold;">10/31/2026</div>	Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage										
Landlord <div style="text-align: center; font-weight: bold;">Gena Shepherd</div>	Tenant <div style="text-align: center; font-weight: bold;">Mary Kathryn Blanton</div>	Expires <div style="text-align: center; font-weight: bold;">10/31/2026</div>																		
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																

Name	Type of License	Account Number		
20. 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?		Yes No <input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/> <input type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> <input type="checkbox"/>		
21. 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)		<input type="checkbox"/> <input type="checkbox"/>		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		<input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services?		<input type="checkbox"/> <input type="checkbox"/>		
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
23. 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		First Name of Manager		
Blanton		Mary Kathryn		
24. 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 <input type="checkbox"/> <input checked="" type="checkbox"/>		
25. Related Facility - Campus Liquor Complex applicants answer the following:		<input type="checkbox"/> <input type="checkbox"/>		
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				
Last Name of Manager		First Name of Manager		
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
27. 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
Mary Kathryn Blanton			Owner	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:				
<input checked="" type="checkbox"/> 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 Coffee By Topo		Type of License Tavern		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 MARY KATHRYN BUANTON / OWNER		Date 2/27/24	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)			
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:					
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> 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)					
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> 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
				<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 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?				<input type="checkbox"/>	<input type="checkbox"/>
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.					
<input type="checkbox"/> 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?				<input type="checkbox"/>	<input type="checkbox"/>
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		<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title	Date		
Signature	Print	Title	Date		

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Coffee by Topo, Ltd.

is a

Limited Liability Company

formed or registered on 08/01/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211712055 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/15/2024 that have been posted, and by documents delivered to this office electronically through 02/19/2024 @ 13:16:29 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/19/2024 @ 13:16:29 in accordance with applicable law. This certificate is assigned Confirmation Number 15763346 .



Jena Griswold

Secretary of State of the State of Colorado

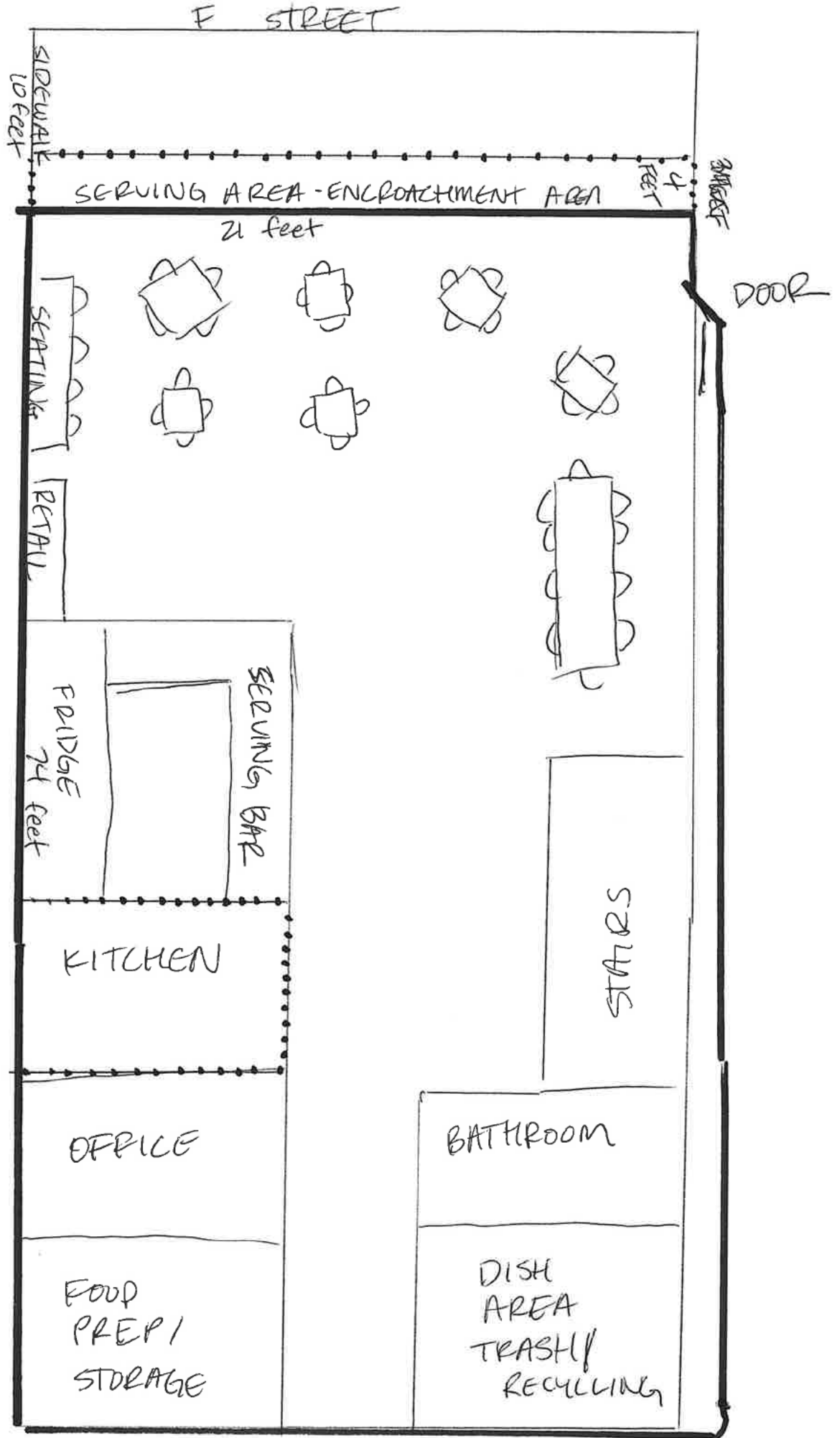
*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

2ND STREET



Date Filed: July 12, 2002
Recept. # 327425



REVOCABLE LICENSE TO ENCROACH AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Salida, Colorado, a Colorado municipal corporation (the "City") and Coffee By Topo ("Licensee");

WITNESSETH:

WHEREAS, Licensee is the owner of certain real property located at 211 F Street in the City of Salida as (the "Property"); and

WHEREAS, the tables and chairs partially encroaches onto the City's right-of-way; and

WHEREAS, the encroachment area of the table and chairs is shown and legally described in Exhibit A; and

WHEREAS, Licensee and the City wish to acknowledge said encroachment and set forth the terms and conditions of the encroachment in this License Agreement; and

WHEREAS, the City is willing to grant Licensee a license to encroach on City-owned right-of-way for the encroachment of table and chairs, as shown and described on Exhibit A, subject to the terms and conditions of this License Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein.
2. Grant of License/Conditions of Use. The City hereby grants Licensee a license to encroach and occupy the portion of the City-owned right-of-way, the area of which is shown and described on Exhibit A. This grant of license is expressly limited to and for the sole purpose of the encroachment of the table and chairs on the City-owned right-of-way. The City is granting this License to Licensee as an accommodation and without monetary consideration. Licensee hereby acknowledges the title of the City to the right-of-way, and agrees never to resist or deny such title. Any and all use of the City right-of way by Licensee under this License is permissive and not adverse to the interest of the City in its right-of-way along sidewalk.
3. Term. The license shall extend for one (1) year from the date of this License Agreement and shall automatically renew annually thereafter. Either party may terminate this agreement on ninety (90) days notice written notice.
4. Indemnification. Licensee agrees to forever indemnify, defend, and hold harmless the City, its managers, agents, and employees against any and all claims, liabilities, or

demands whatsoever relating to or arising out of the use of the right-of-way or related to this License Agreement and the Encroachment. Licensee shall be solely responsible to defend any such action, proceeding, or claim for which the City may be entitled to indemnification, and the City hereby agrees to fully cooperate with Licensee in the defense or settlement, as the case may be, of such action, proceeding or claim, but the City reserves the right to participate in the defense of any such action, proceeding or claim at its own expense. Licensee shall give written notice to the City within ten (10) days after Licensee's actual knowledge of any matter giving rise to the obligation contained in this paragraph.

5. Severability. Should any portion of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in force and effect.

6. Entire Agreement. This Agreement is the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein.

7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The District Court in and for Chaffee County, Colorado, shall be the exclusive venue for any dispute arising hereunder. In the event of such a dispute, the prevailing party shall be entitled to reasonable expenses, including attorney fees.

8. No Liens. Licensee shall keep the Encroachment free and clear of any mechanic's or materialmen's liens for labor performed or material furnished at the instance or request of Licensee or anyone claiming under Licensee.

9. Recordation. This Agreement shall be recorded in the Office of the Chaffee County Clerk and Recorder's Office.

10. Fees and Expenses. Licensee agrees to reimburse the City promptly upon receipt of a billing for all of the City's costs and expenses relating to the negotiation, drafting, enforcement, and performance of this Agreement, including but not limited to recording fees, engineering fees, and attorney fees.

WHEREFORE, the parties have executed this agreement effective as of the date first written above.

CITY OF SALIDA, COLORADO

By: 
City Administrator

ATTEST:

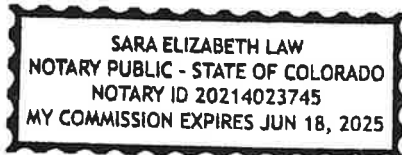

City Clerk/Deputy City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF CHAFFEE)

~~2015~~²⁰²⁴ Acknowledged, subscribed and sworn to before me this 27 day of March,
by Christy Doon, as City Administrator and Kristi Jefferson as City
Clerk/Deputy City Clerk, on behalf of the City of Salida, Colorado.

WITNESS my hand and official seal.

My Commission expires: June 18, 2025



[Signature]
Notary Public (SEAL)

LICENSEE

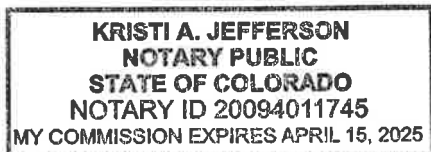
By: MEBL, OWNER
Name, Title

STATE OF COLORADO)
) ss.
COUNTY OF Chaffee)

~~2015~~²⁰²⁴ Acknowledged, subscribed and sworn to before me this 22nd day of March,
by Mary Kathryn Blanton

WITNESS my hand and official seal.

My Commission expires: April 15, 2025



[Signature]
Notary Public (SEAL)

LEASE

Sean and Gena Shepherd ("Landlord") and **Mary Kathryn Blanton** ("Tenant") agree as follows:

1. Premises. Landlord, for and in consideration of the rents from now on reserved and the covenants, agreements, and conditions from now on mentioned to be kept and performed by Tenant, by these presents does demise and lease unto the Tenant, and the Tenant does at this moment take and hire from the Landlord for the term and upon the terms and conditions from now on, the property described as follows:

Known and numbered as **211 F Street, Salida, CO 81201** (the "Premises")

2. Term. The term of this Lease shall commence at noon on **11/01/2023** and end at noon on **10/31/2026**.

2.1 At the end of the term agreement, 10/31/2026, the tenant will have the option of automatic renewal. No more than a [REDACTED] monthly rent increase per lease term will be applied. [REDACTED] per month.

3. Rent. Tenant agrees to pay Landlord a rental for the full term of [REDACTED] payable in monthly installments of [REDACTED] per month, in advance, on or before noon, on the **1st day** of each calendar month during said term. Rent received after the **5th of the month** will be assessed a \$25 late fee daily.

4. Security Deposit. Upon execution of this Lease, the Tenant deposits with the Landlord [REDACTED] the receipt of which is acknowledged by the Landlord and which shall be retained by the Landlord as security for the payment by the Tenant of the rent herein agreed to be paid and for the faithful performance of all the terms, conditions and covenants of this Lease. If at any time during the term of this Lease Tenant shall be in default in the performance of any of the provisions of this Lease, Landlord shall have the right to use said deposit or so much thereof as necessary in payment of any rental in default and in payment of any damages sustained by Landlord on the Premises, except due to normal wear and tear, and in payment of any cleaning that must be done if the Premises are not left clean. Within sixty (60) days after the termination of this Lease, or after Tenant vacates the Premises, whichever occurs last, the Landlord shall mail to Tenant at Tenant's last known address a written statement listing the exact reasons for the retention of any portion of the security deposit, together with so much of the security deposit, without interest, as has not been retained by Landlord. The security deposit may be applied to rent due under this Lease only at the Landlord's option.

5. Utilities. Tenant shall be responsible for arranging for and paying for **electrical services** required on the Premises for their commercial business and shall indemnify Landlord against any liability or damages on such account, except that Landlord shall furnish water, gas, and trash. Except when due to the negligence of the Landlord, the Landlord shall not be liable for any failure or interruption of services to be supplied by the Landlord. In case of unnecessary use or waste by Tenant of the services to be provided by Landlord, Tenant shall then pay the same.

6. Noise and Smell Levels. The Landlord covenants that on paying the rent and performing the covenants contained, the Tenant shall peacefully hold and enjoy the Premises for the agreed term.

6.1 Noise: The Tenant shall not exceed normal noise levels (loud music, excess equipment, etc.).

6.2 Smell: No toxic or overwhelming smell is permitted on premises (chemical or natural).

7. Unless due to the Landlord's negligence, the Landlord shall not be liable for injury to a person (including death) or damage to property resulting from steam, gas, electricity, water, rain, or snow which may flow or leak from any part of the Premises or any pipes, appliances or plumbing work, the street or subsurface, or any other place.

8. Use of Premises. The Premises shall be used and occupied by Tenant exclusively as a commercial business, not to be occupied as a residence. Tenant shall comply with all sanitary laws, ordinances, rules, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises and the sidewalks connected to it during the term of this Lease. The tenant or his/her employee, family, agent, or visitor shall not smoke on or around the premises (Colorado State Law). Tenant shall comply with all covenants of the **F. Street Mercantile Association.**

9. Condition of the Premises. The tenant or tenant agent has examined the Premises, including the grounds and all buildings and improvements, and agrees that they are, at the time of this Lease, in good order, repaired, and in a safe, clean, and tenantable condition.

10. Maintenance and Repair. At her sole expense, the Tenant shall keep and maintain the Premises in a good and sanitary condition and repair during this Lease and any renewal thereof. In particular, Tenant shall keep the fixtures in the premises or on or about the Premises in good order and repair; keep the walks and sidewalks free from dirt, debris, ice, and snow; and, at his sole expense, shall make all required repairs to the plumbing, range, heating apparatus, water heater, washer, and dryer, electric and gas fixtures whenever damage to that shall have resulted from misuse, waste or neglect by Tenant or his employee, family, agent or visitor. Major maintenance and repair of the Premises not due to misuse, waste, or neglect by Tenant or his employee, family, agent, or visitor shall be the responsibility of Landlord. Tenant agrees that no signs shall be placed or painted on or about the Premises by Tenant or at his direction without the Landlord's prior written consent.

11. Alteration and Improvements. Tenant shall make no alterations to the buildings on the Premises or construct any building or make other improvements on the Premises without Landlord's prior written and verbal consent. All alterations, changes, and improvements built, constructed, or placed on the Premises by Tenant, except for fixtures removable without damage to the Premises and moveable personal property, shall, unless otherwise provided by written agreement between the Landlord and Tenant, be the property of Landlord and remain on the Premises at the expiration or earlier termination of this Lease, and if any improvement or fixture is removed according to a written agreement between Landlord and Tenant, Tenant shall, after removal, restore the Premises to their condition before the installation of the improvement or fixture.

12. Damage to Premises. Suppose the Premises, or any part thereof, shall be damaged by fire or other casualty not due to negligence or willful act of Tenant or his employee, family, agent, or visitor, and Landlord shall decide to rebuild or repair the Premises. In that case, there shall be an abatement of rent corresponding with the time and extent to which the Premises may have been untenable. If the Premises should be damaged other than by negligence or willful act of Tenant or his employee, family, agent or visitor and Landlord shall decide not to rebuild or repair, the term of this Lease shall end, and the rent shall be prorated up to the time of the damage.

13. Dangerous Materials. Tenant shall not keep or have on the Premises any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous or extra-hazardous by any responsible insurance company.

14. Animals. Tenant shall not keep any animals on premises.

15. Right of Entry. The landlord and his/her agents shall have the right at all reasonable times during the term of this Lease and any renewal thereof to enter the Premises to inspect the Premises for making any repairs or alterations to it that the Landlord deems necessary or desirable or to show the Premises to any prospective tenant or purchaser.

16. Tenant's Covenants. Tenant also covenants and agrees as follows:

16.1 To use the Premises for no purpose prohibited by the laws of the United States, the State of Colorado, or the ordinances of the City and the County in which the Premises are located, and all police, fire, and sanitary regulations imposed by any municipal, state or federal authority, either now in force or hereafter enacted, and for no improper or questionable purposes whatsoever;

16.2 To keep no long-term guests, roomers, or boarders;

16.3 To place no additional or change any locks upon any doors of the Premises;

16.4 Not to commit, permit, or suffer any objectionable or disorderly conduct, noise, or nuisance whatsoever about the Premises on the part of Tenant or the part of members of his family or guests;

16.5 That this Lease shall be subject and subordinate at all times to the lien of all existing mortgages and trust deeds and all mortgages and trust deeds which hereafter may be made a lien on the Premises, and to execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages or trust deeds as shall be desired by any mortgagee, and further hereby appoints Landlord his attorney-in-fact, irrevocably, to execute any such instrument for Tenant;

16.7 To remove all of his personal property from the Premises upon termination of this Lease, and if Tenant shall have vacated the Premises, or if the rent shall remain unpaid for fifteen (15) days after the same is due and Landlord cannot locate Tenant after reasonable effort, any personal property remaining on the Premises shall be conclusively presumed to have been abandoned by Tenant. The landlord may treat said property as his own or may dispose of said property in any manner whatsoever, without liability or accountability to the Tenant.

16.8 Tenant shall maintain her hazard insurance covering damage to Tenant's personal property, and Landlord shall have no liability for damage to Tenant's personal property, from whatever cause.

16.9 The landlord has agreed to allow the use of the following furnishing. These items will remain in the ownership of the landlord. The tenant shall maintain the owner's property: Wooden Checkout Stand. The tenant shall return such item at the end of the lease term in a condition as good as the condition at the beginning, except for such deteriorations that might result from normal use of the furnishings.

17. Display of Signs. The landlord reserves the privilege of displaying "For Sale" and "For Rent" signs on the Premises.

18. Holdover by Tenant. Should Tenant remain in possession of the Premises after the expiration of the term of this Lease, a new tenancy from month to month shall be created between Landlord and Tenant, which shall be subject to all the terms and conditions hereof but shall be terminable on fifteen (15) days written notice served by either Landlord or Tenant on the other party.

19. Surrender of Premises. The tenant will have the option of automatic renewal at the expiration of the Lease term, as agreed to above 2.1. Suppose the Tenant chooses to vacate the premises. In that case, The Tenant shall quit and surrender the Premises in as good condition as they were at the commencement of this Lease, reasonable use and wear thereof, and any damages by the elements excepted.

20. Abandonment. If at any time during the term of this Lease Tenant abandons the Premises, Landlord may at his option enter the Premises by any means without being liable for any prosecution, therefore, and without becoming liable to Tenant for damages or for any payment of any kind whatever, and may, at his discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable under such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that had been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and net rent for such period realized by Landlord utilizing such reletting.

21. Default. If any default is made in the payment of rent, or any part thereof, at times herein before specified, or if any default is made in the performance or compliance with any other term or condition hereof, Landlord may reenter the Premises and remove all persons from that place, and either sue Tenant for damages for breach of his obligations under this Lease, or without terminating this Lease, relet the Premises on such conditions as Landlord may deem best, collect and receive the rent therefore, in which event, the rents received shall be applied first to the expenses of repossession, reletting and collection, alteration costs and expenses of preparing the Premises for reletting, and after that toward payment of the rental and of any other amounts payable by Tenant to Landlord. In no event shall Landlord be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting. If the sum realized upon reletting shall not be sufficient to pay Tenant's obligations hereunder, Tenant will pay to Landlord any such deficiency as it accrues. No reentry of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is mailed to Tenant at Tenant's last known address. The enumeration of the preceding remedies does not exclude any other remedy. Still, all remedies are cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. Tenant shall be given written notice of any default or breach, and termination and forfeiture of the Lease shall not result if, within three days of receipt of such notice, Tenant has corrected the default or breach. Tenant shall forfeit all of the Security Deposit.

22. Assignment and Subletting. Without the Landlord's prior written consent, the Tenant shall not assign this Lease, sublet, or grant any concession or license to use the Premises or any part thereof. A consent by the Landlord to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the Landlord's prior written consent, or an assignment or subletting by operation of law, shall be void and shall, at the Landlord's option, terminate this Lease.

Exceptions:

22.1 Treatment rooms will be sublet with permission of the landlord:

Room 1: **Taylor Grace.**

Rooms 3 and 4: **Mary Jane Schmudlach and Justin Matthews**

23. Shared space. The landlord understands that 211 F Street is a large space, and the tenant will allow vendors to occupy the space when the tenant is away. Such persons must follow this lease agreement and agree to:

Noise: The Tenant shall not exceed noise levels (loud music, excess equipment, etc.).

Smell: No toxic or overwhelming smell is permitted on premises (chemical or natural).

Animals: No animals unless service.

23. Miscellaneous.

23.1 The covenants and conditions herein shall apply to and bind the heirs, personal representatives, successors, and assigns of the parties hereto. All covenants are to be construed as conditions of this Lease.

23.2 This Lease constitutes the parties' entire agreement hereto and may not be modified except by their written agreement.

23.3 In case of any violation of this Lease by the Tenant wherein the Landlord engages an attorney to enforce this Lease, the Tenant shall be liable for such reasonable attorney's fees that the Landlord may incur.

23.4 Termination upon sale of premises. Notwithstanding any other provisions of this lease, the landlord may terminate this lease upon 60 days written notice to the tenant that the premises have been sold.

The laws of the State of Colorado shall govern this Lease.

24. First Right of Refusal. If the Landlords decide to sell the premises, 211 F. Street, the tenant, **Mary Kathryn Blanton**, will have the first right of refusal.

IN WITNESS of which, the parties have executed this Lease on this 10 day of 11, 2023

LANDLORD:

Name

Date:

10-11-23

Name

Date:

10/11/23

TENANT:

Name

Date:

10/11/23