



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, July 25, 2022 at 4:00 PM

Town Hall Board Room – 1026 Park Avenue

*The Town of Grand Lake upholds the Six Pillars of Character:
Citizenship, Trustworthiness, Respect, Responsibility, Fairness and Caring*

Please join my meeting from your computer, tablet or smartphone.

<https://us06web.zoom.us/j/82649187944>

You can also dial in using your phone.

United States: 669 444 9171

Access Code: 826 4918 7944

WORK SESSION 4:00 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
 - A. NFS New District Ranger, Eric Freels
 - B. Joint Meeting with Planning Commission -Grand Lake Municipal Lands Master Plan 2022 Project Update
 - C. MSOB Report

EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Manager's Report
7. Public Comments (limited to 3 minutes)
8. Consideration to approve Accounts Payable
 - A. Accounts Payable
9. Financial Report
 - A. June Financials
 - B. May Sales Tax Numbers
10. Items of Discussion
 - A. **Quasi-Judicial:** Consideration to Approve a New Hotel & Restaurant, Fermented Malt Beverage Liquor License for Sweet Goose LLC d/b/a Not-Cho Mamas
 - B. **Quasi-Judicial:** Consideration to Approve a New Hotel & Restaurant, Fermented Malt Beverage Liquor License Application for Firefly Wood Fired Cuisine LLC d/b/a Firefly Pizzeria
 - C. **Quasi-Judicial:** Consideration to Approve a Special Event Liquor Permit from the Grand Arts Council, for Their "Bluegrass Concert", on July 30, 2022
 - D. **Quasi-Judicial:** Consideration to Approve a Special Event Liquor Permit from the Grand Lake Area Historical Society, for Their "Community Picnic", on August 14, 2022
 - E. **Quasi-Judicial:** Consideration to Approve a Special Event Liquor Permit From the Grand Lake Area Chamber of Commerce, for Their "Buffalo Days" Event, on August 19, 2022 & August 20, 2022.
 - F. Consideration of Ordinance 07-2022 Amending Town Code Title 4, Chapter 3, Article 33: Payment Required and Refunding Procedures for Building and Construction Use Tax
 - G. Consideration of Resolution 25-2022 Waiving Certain Fees for the Portal Crossing Project
 - H. Discussion of Marijuana Ballot Question
11. Mayor's Report
12. Future Items for Consideration
13. Adjourn Meeting

Grand Lake Municipal Lands Master Plan

Project Update

Board Meeting

July 25th, 2022

Section 4, Item B.



ANDERSON
HALLAS
ARCHITECTS



MUNDUS BISHOP

PROJECT GOALS

Improve land/building use and program for recreational and operational needs.

1. Guide future uses and capital improvements for the next 10-20 years.
2. Preserve the authentic town character and views of Grand Lake.
3. Conserve and protect natural resources.
4. Provide a framework for connected trails and open space and placemaking opportunities.

SCHEDULE



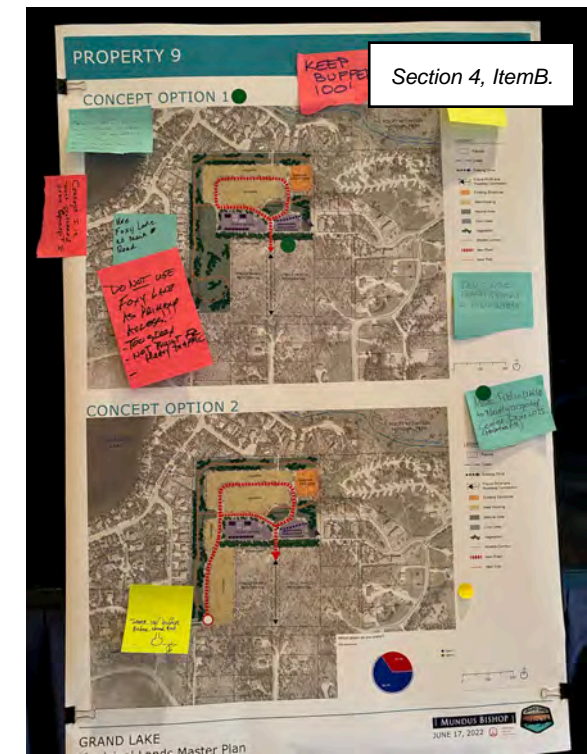
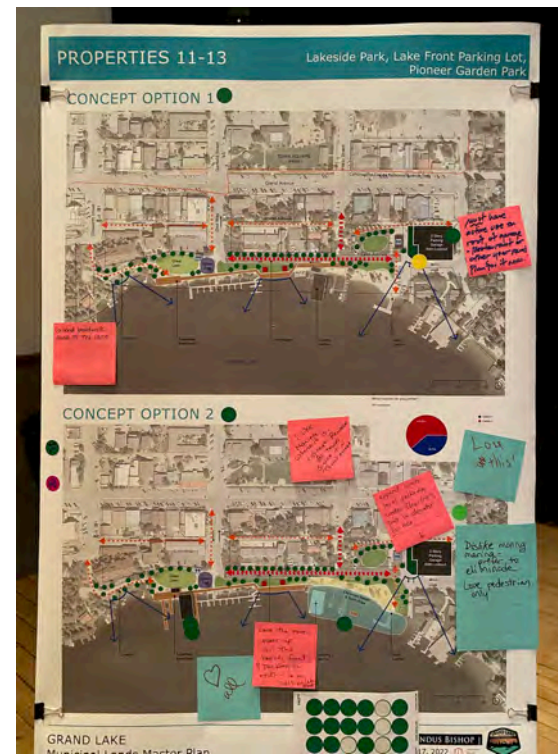
<p>EXISTING CONDITION & ASSESSMENTS</p> <p>SEPT 2021 – DEC 2021</p>	<p>RECOMMENDATIONS</p> <ul style="list-style-type: none">-Stanley Parcel-Community Center, Winter's Pioneer Park, Public Works, & Center Lots-Lakeside Park, Pioneer Park & Lakeside Parking <p>JAN 2022 - MARCH 2022</p>	<p>RECOMMENDATIONS</p> <ul style="list-style-type: none">-County Rd. 48-Thomasson Park-600 Mary Dr.-Chamber of Commerce-Town Park-Veteran's Park-Trails and Connections <p>APRIL 2022 - JUNE 2022</p>	<p>IMPLEMENTATION STRATEGIES</p> <p>FUNDING STRATEGIES</p> <p>COSTS</p> <p>JULY 2022 - AUGUST 2022</p>	<p>FINAL MASTER PLAN REPORT</p> <p>AUGUST 2022– SEPTEMBER 2022</p>
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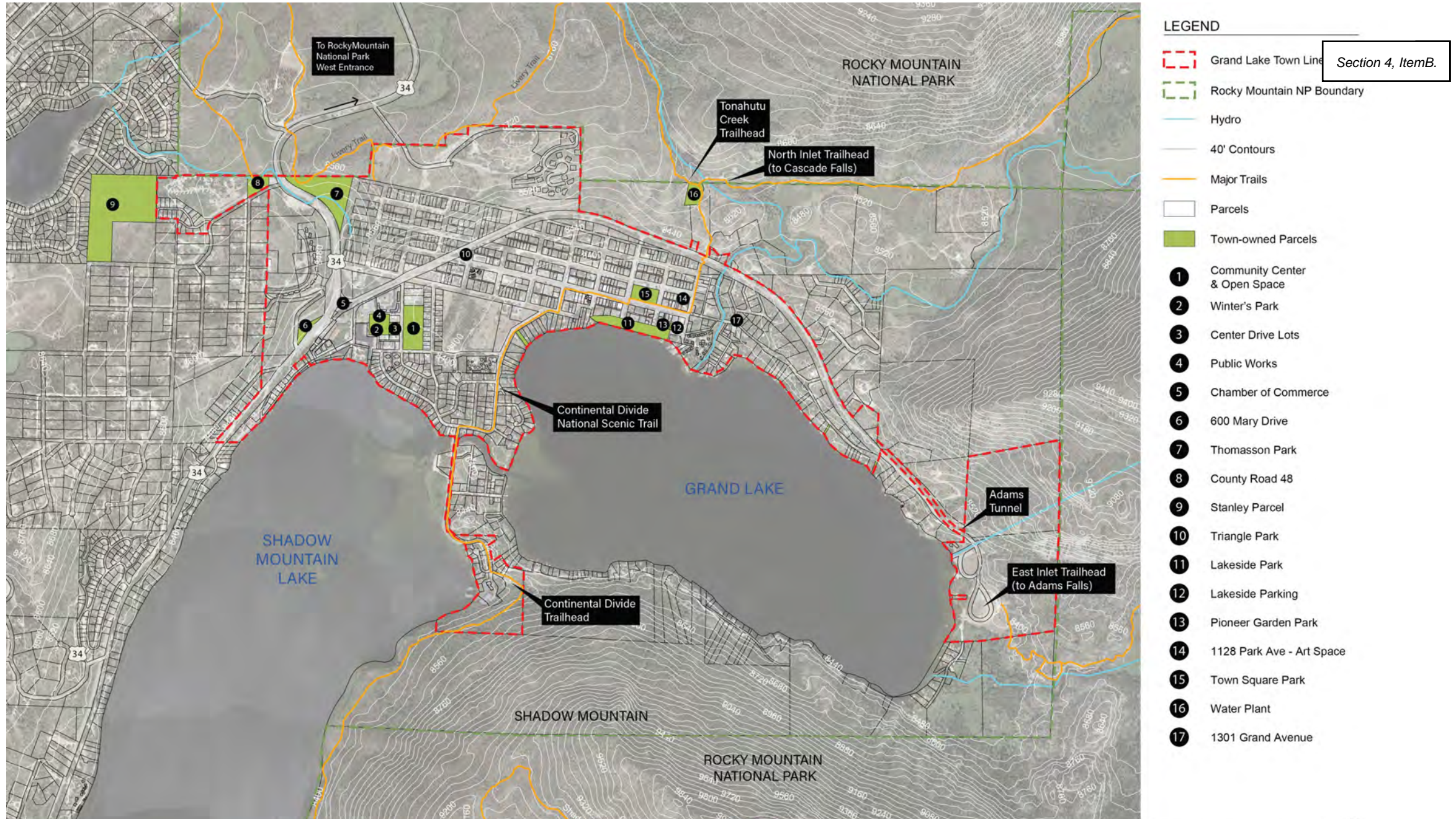
PUBLIC PARTICIPATION : online surveys
STEERING COMMITTEE & STAKEHOLDERS

**OPEN
HOUSE
6/17/22**

PUBLIC PARTICIPATION

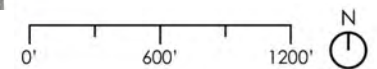
- ❑ Steering Committee
 - 3 meetings
 - 13 members
- ❑ Public Online Surveys
 - 3 surveys
 - 100-200 responses each survey
- ❑ Stakeholder Survey
 - 1 survey
 - 40 organizations, 12 responses
- ❑ Open House
 - 1 in person event
 - 50 +/- attendees





Mapping source: Grand County GIS

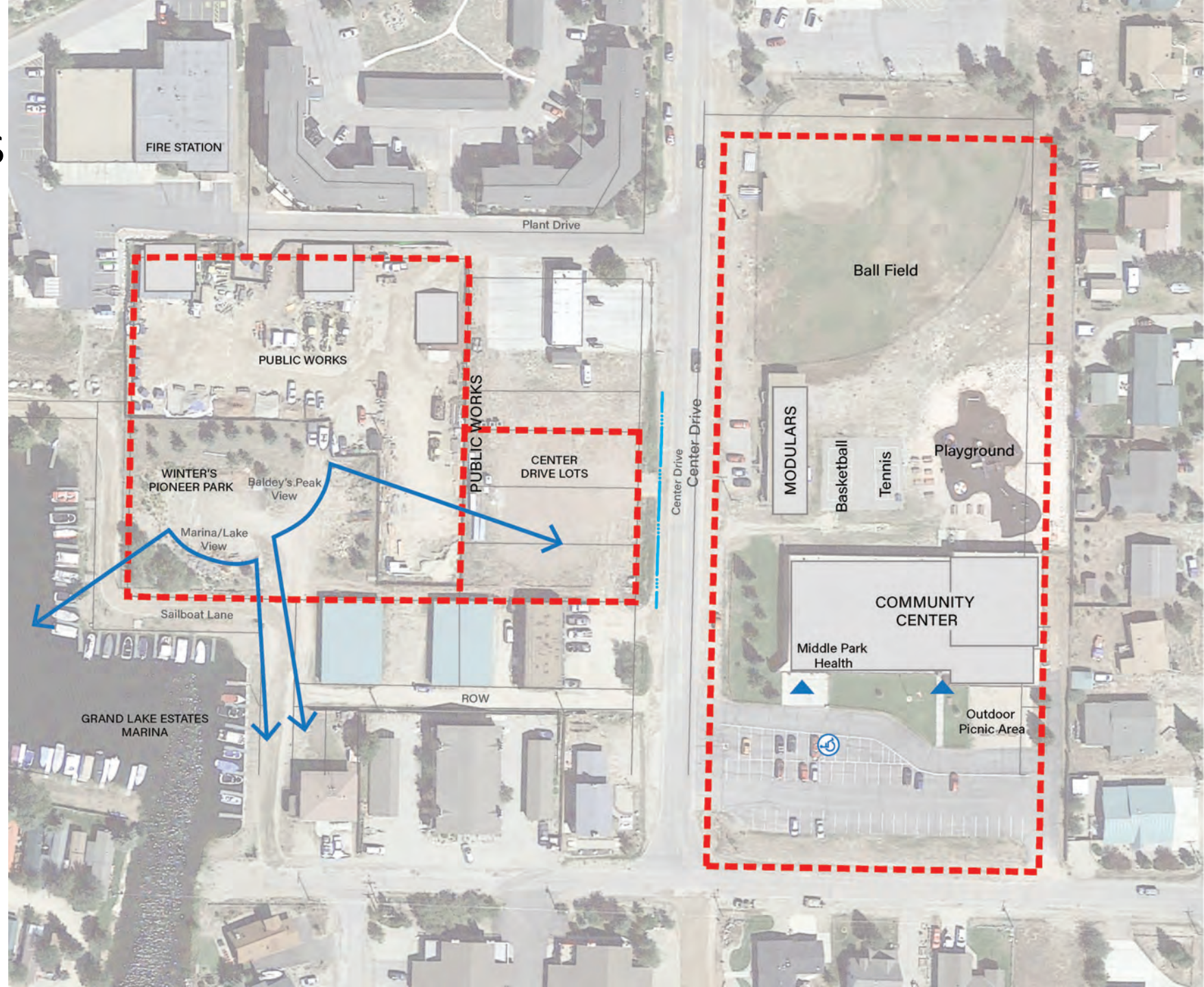
*Parcel locations are approximate when overlaid with aerial imagery. Maps are conceptual and for master planning purposes.



PROPERTIES 1, 2, 3 & 4:
Community Center and Open Space,
Winter's Pioneer Park,
Center Drive Lots &
Public Works

EXISTING CONDITIONS

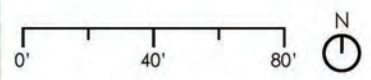
- Public Works is deed restricted & must relocate



Section 4, Item B.

LEGEND

- Property Line
- Parcels
- ADA Parking
- Main Entry
- Drainage Issues
- Views



RECOMMENDATIONS

- ❑ Combine all three properties for recreation and open space
 - Health and Wellness Community Focused Park and Facility at CC
 - Adventure and Nature themed Park at WPP & PW
 - Greenway, pedestrian connection across Center Avenue
 - Indoor/outdoor physical and program connections with CC building
 - Add parking at WPP and improve existing parking circulation and layout at CC
 - Right-of-Way Improvements/Streetscape
 - Landscape and buffer adjacent to residential
 - Affordable/Employee Housing at Center Drive Lots

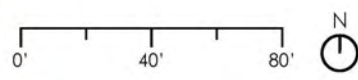


CONCEPT 1



Section 4, Item B.

- LEGEND**
- Orange dashed arrow: Pedestrian Routes
 - Light green square: Open Lawn
 - Purple square: Playground / Outdoor Fitness
 - Red square: Plaza / Social Space
 - Dark green square: Court Sports
 - Blue square: Boat Launch
 - Yellow square: Dog Park
 - Green circle: Screening
 - Grey square: Existing Building
 - Black square: New Building
 - Red square: Park Shelter

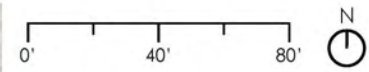


CONCEPT 2



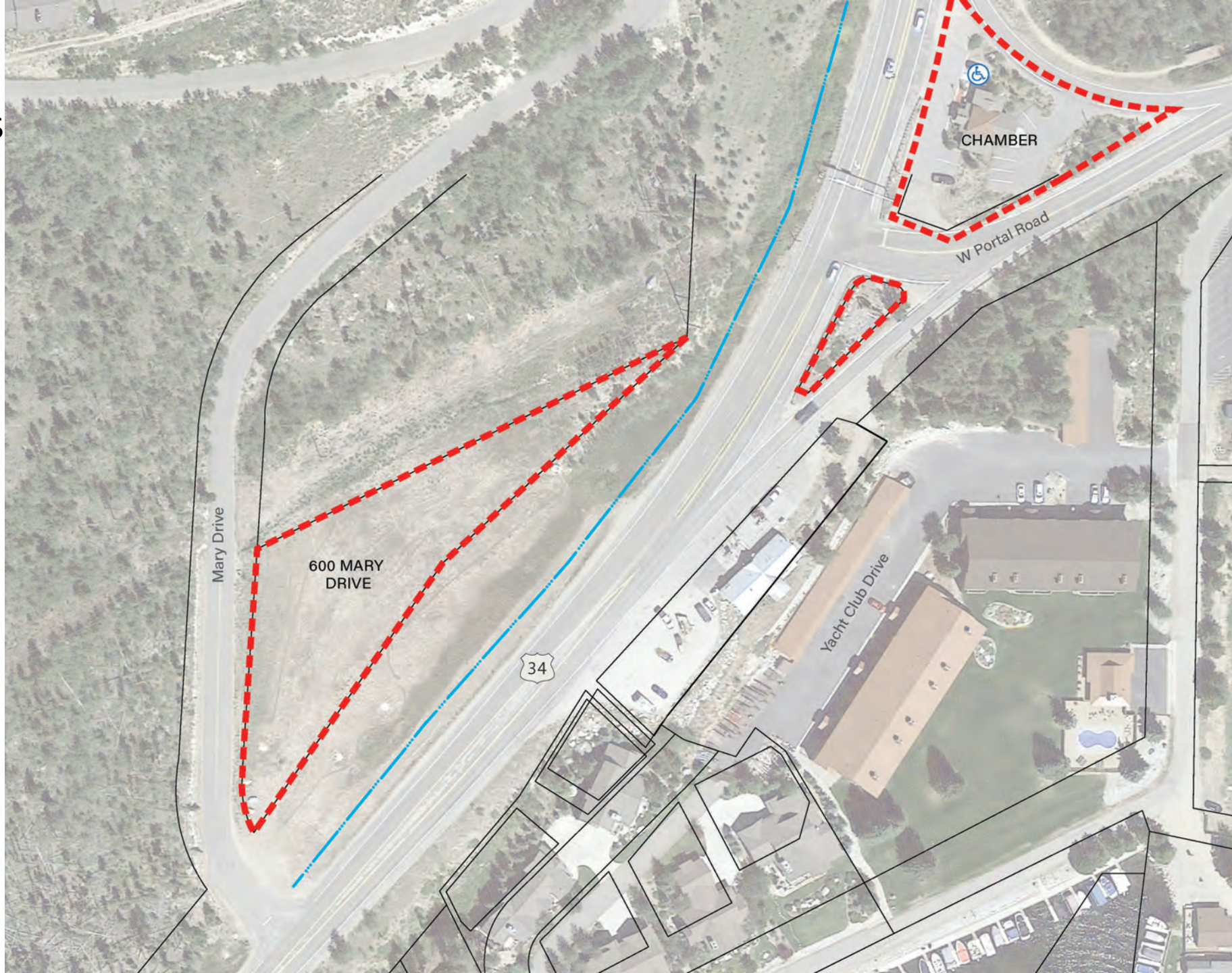
Section 4, Item B.

- LEGEND**
- ← → Pedestrian Routes
 - Open Lawn
 - Playground / Outdoor Fitness
 - Plaza / Social Space
 - Court Sports
 - Boat Launch
 - Dog Park
 - Screening
 - Existing Building
 - New Building
 - Park Shelter







PROPERTY 5 & 6:
Chamber of Commerce and 600 Mary

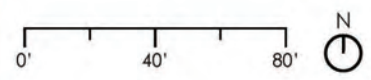
EXISTING CONDITIONS



Section 4, Item B.

LEGEND

-  Property Line
-  Parcels
-  ADA Parking
-  Drainage



RECOMMENDATIONS

- Roundabout with clear access and circulation with gateway feature
- Safe pedestrian/bicycle connections and crossings
- Transportation Hub/Mixed Use on 600 Mary (parking/bus service/visitor info)
- Wayfinding/signage



Largest rural transit ridership

In millions. Colorado led the nation in 2017 for boardings on local transit systems serving areas with populations of less than 50,000. Colorado's total excludes the Vail town bus system, which reports 3.2 million boardings a year.

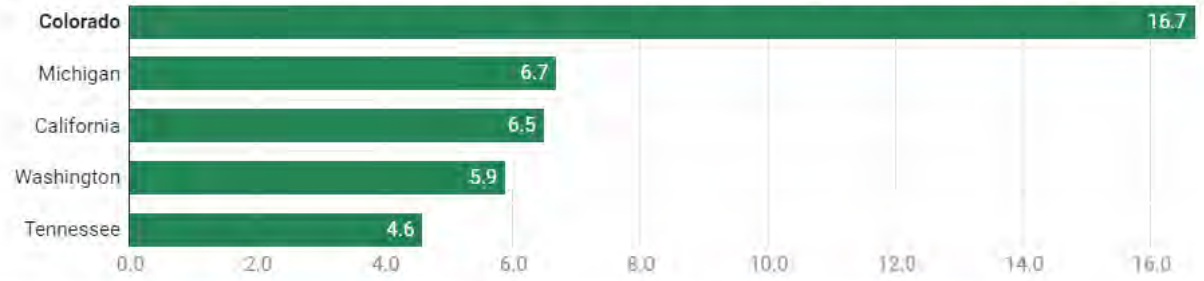
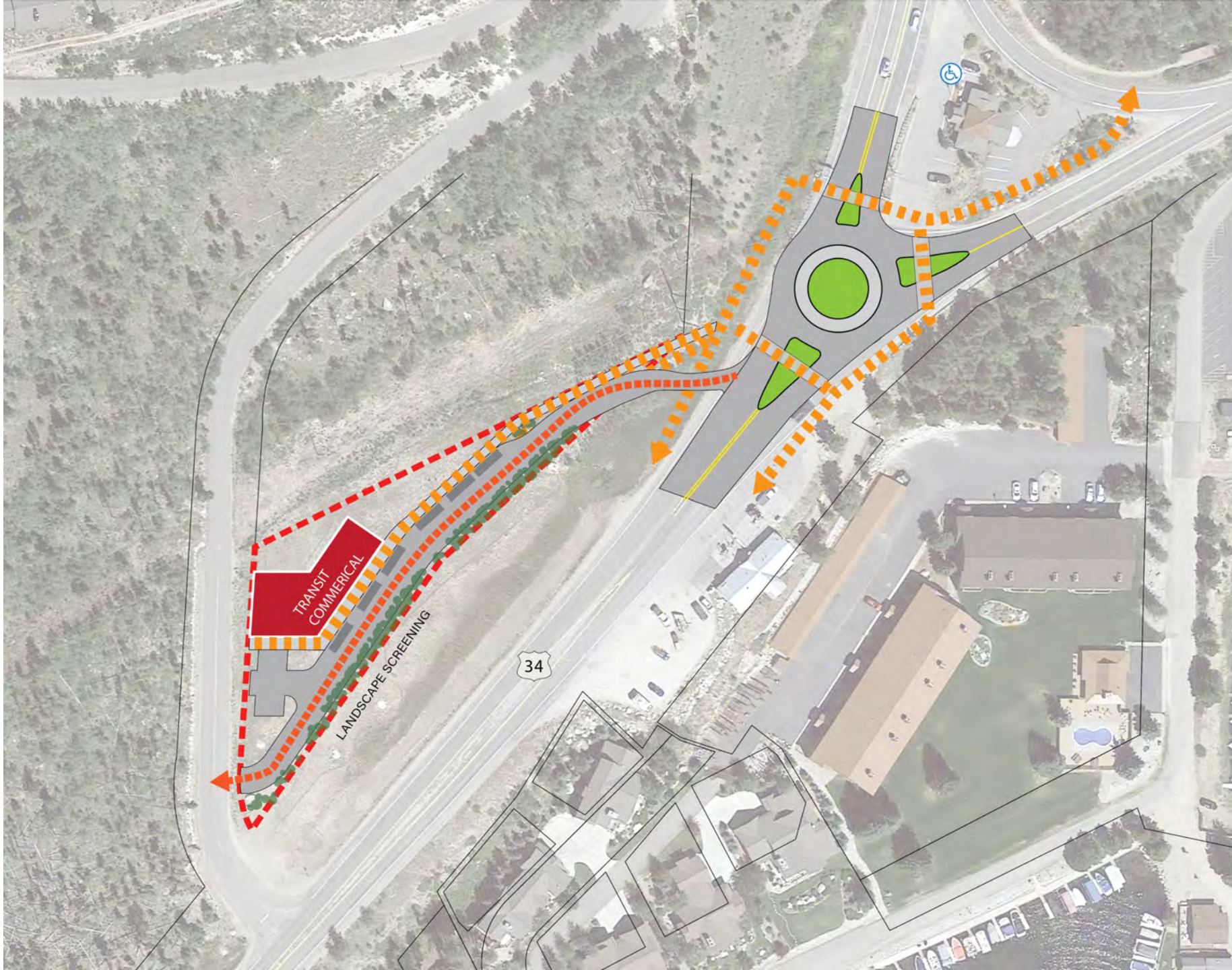


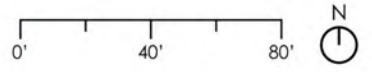
Chart: Jon Murray • Source: CDOT using Federal Transit Administration data • [Get the data](#) • Created with [Datawrapper](#)

CONCEPT 1 TRANSIT HUB

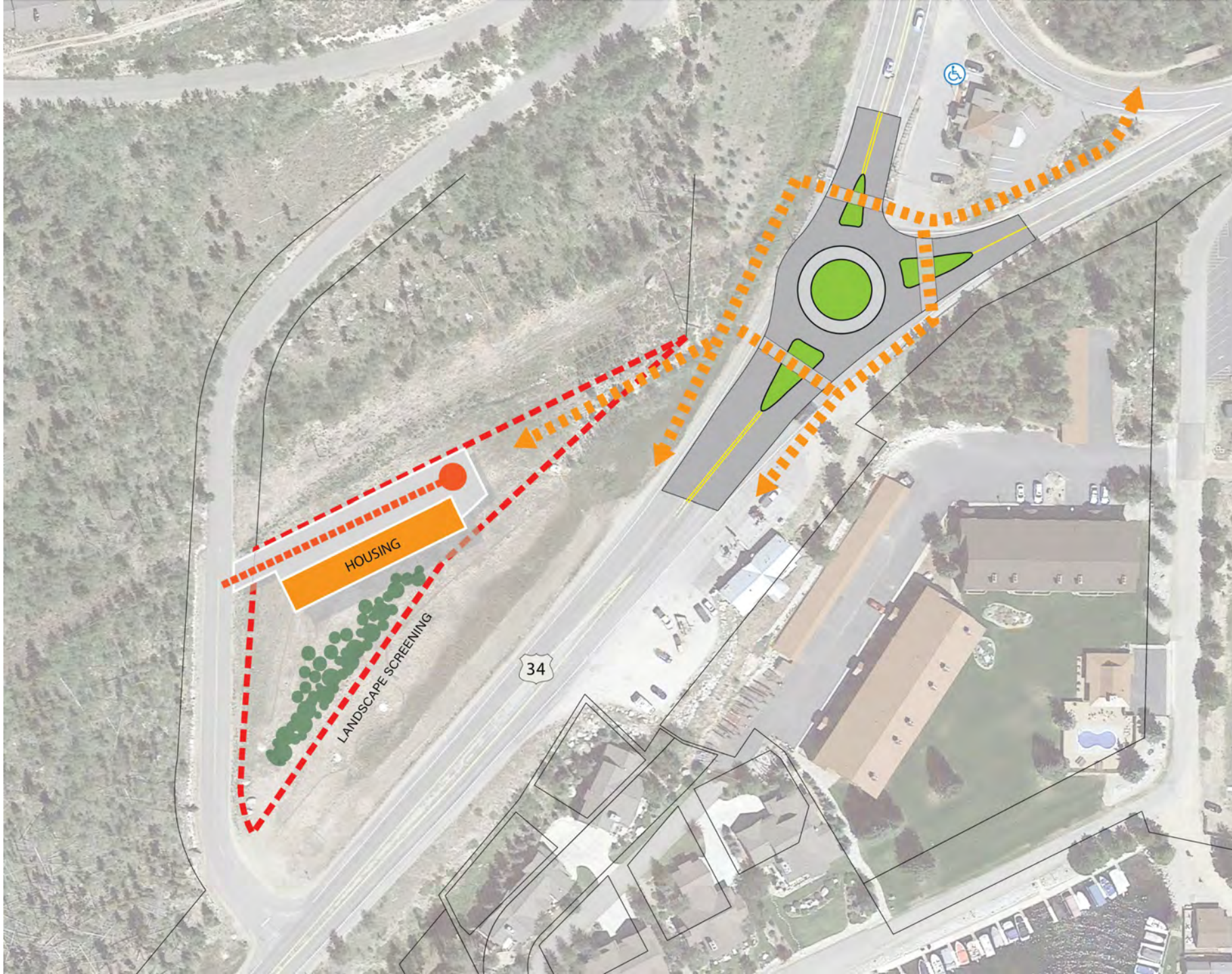


Section 4, Item B.

- Property Line
- Parcels
- ADA Parking
- Roadway
- Pedestrian Connection
- Commercial

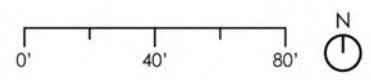


CONCEPT 2 HOUSING



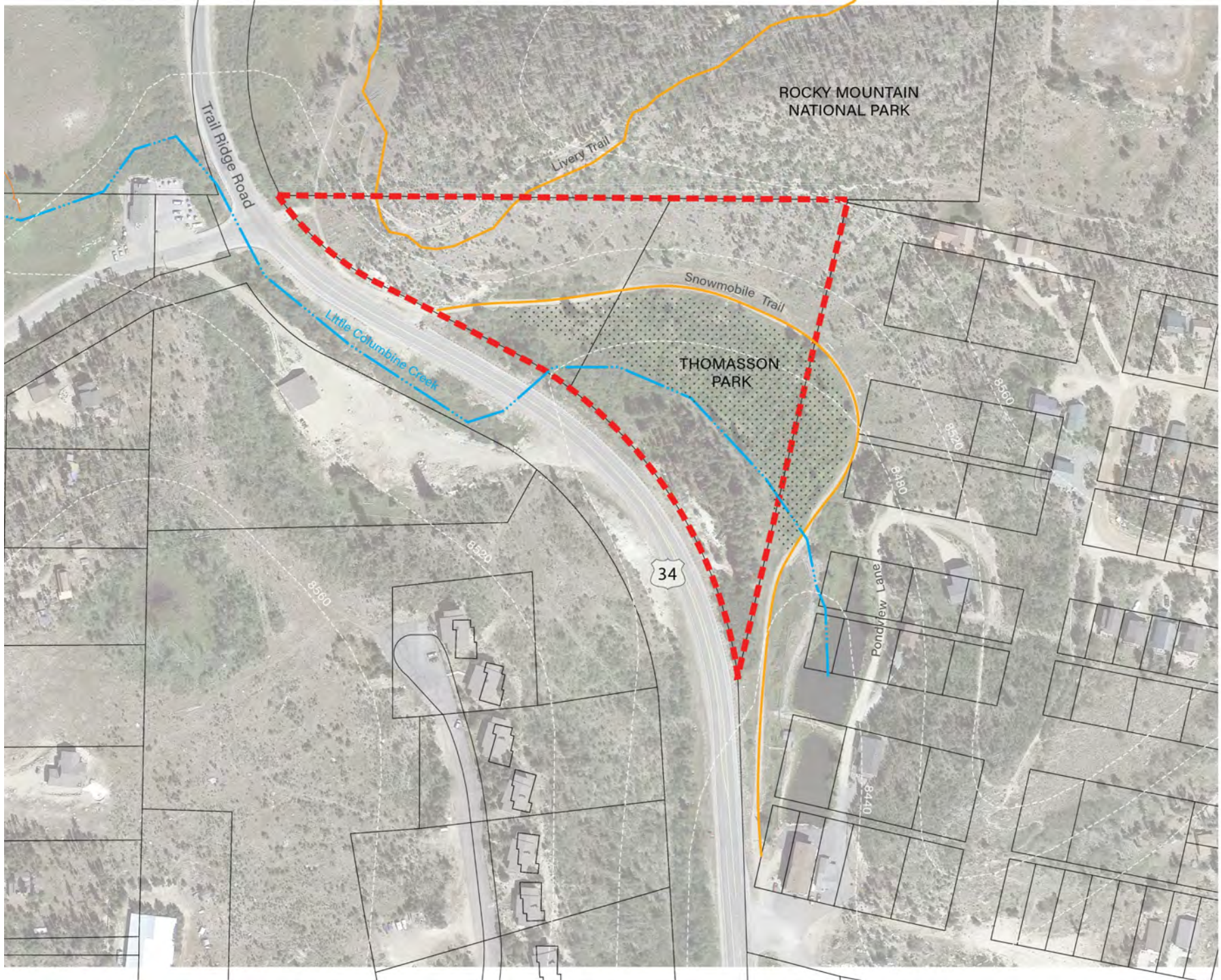
Section 4, Item B.

- LEG
- Property Line
 - Parcels
 - ADA Parking
 - Roadway
 - Pedestrian Connection
 - Housing



PROPERTY 7: Thomasson Park

EXISTING CONDITIONS



Section 4, Item B.

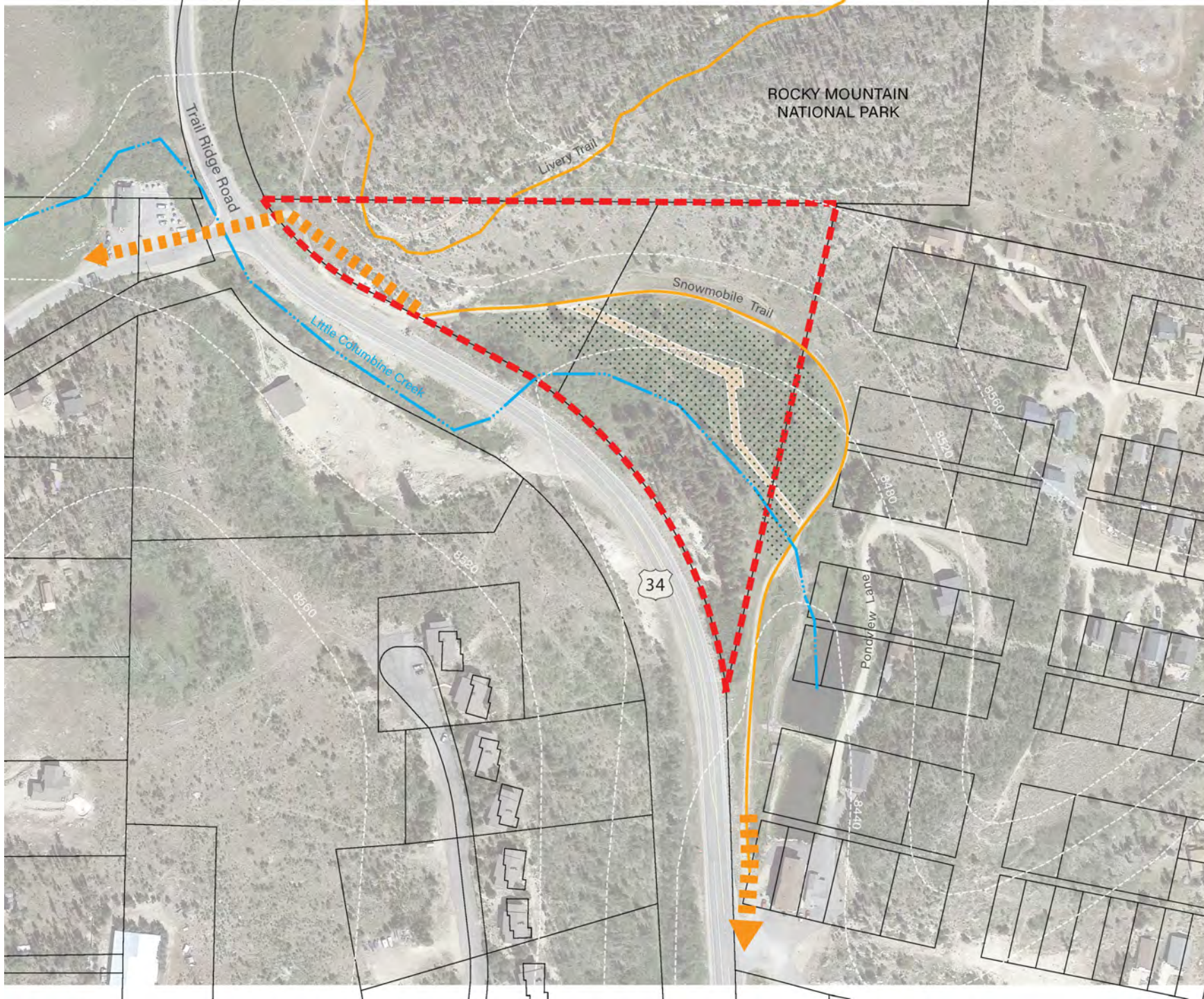
- Property Line
- Parcels
- Creek
- Trails
- Wetland

RECOMMENDATIONS

- Multi-seasonal trail connection
- Improve surfacing for pedestrian/bicycle
- Add boardwalks w/ Interpretative signage
- Outdoor gathering space/picnicking
- Add observation/viewing areas to landscape and wildlife
- Restore wetland
- Improve access and trail connections/signage

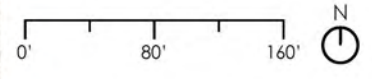


CONCEPT



Section 4, Item B.

-  Property Line
-  Parcels
-  Creek / Drainage
-  Trails
-  Wetland



PROPERTIES 8: County Rd 48

EXISTING CONDITIONS



Section 4, Item B.

LEGEND

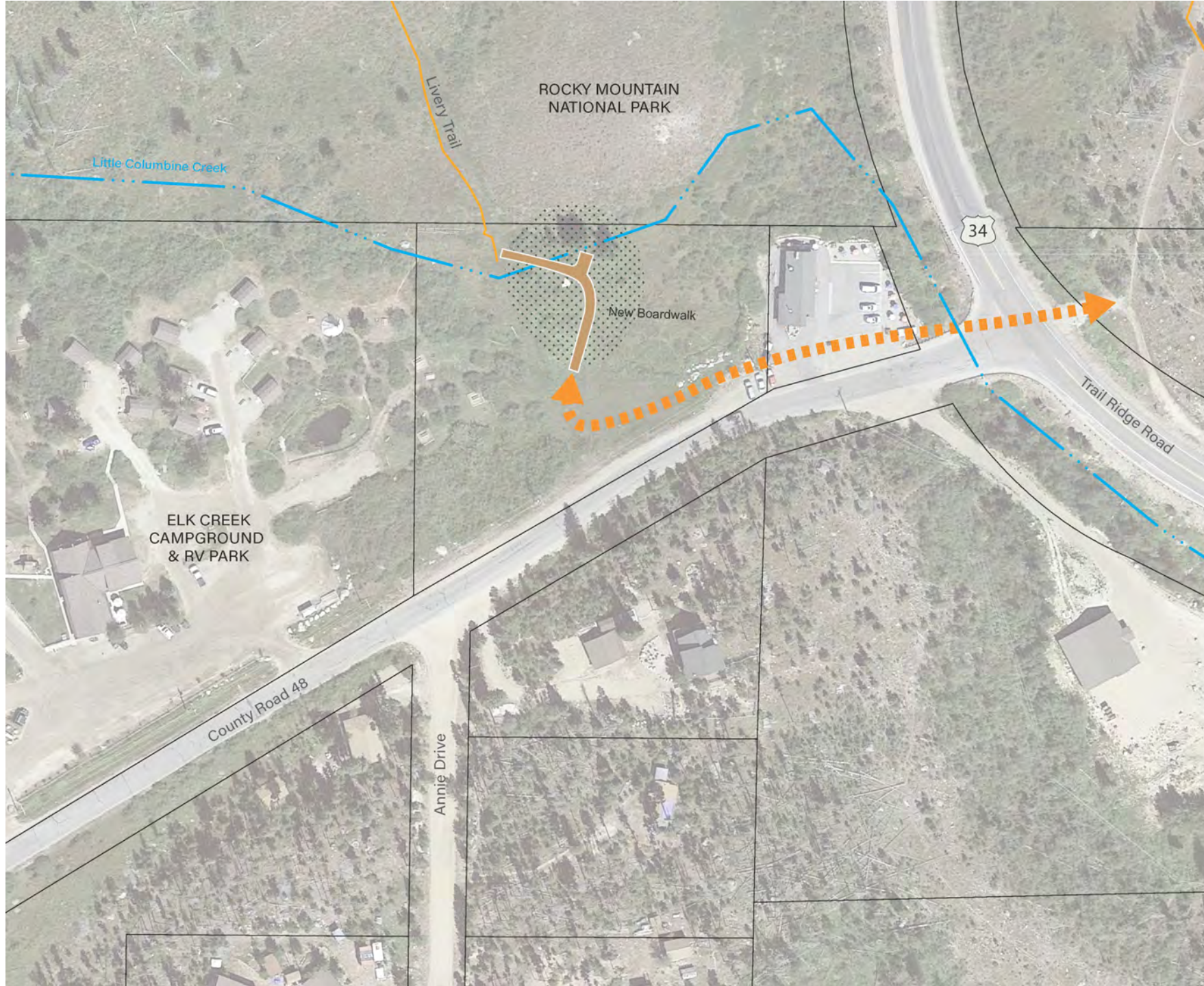
-  Property Line
-  Parcels
-  Creek
-  Trails
-  Wetland

RECOMMENDATIONS

- Multi-seasonal trail connection
- Improve surfacing for pedestrian/bicycle
- Add picnicking areas
- Boardwalk with Interpretive signage
- Restore wetland
- Add observation/viewing areas to landscape and wildlife
- Trailhead with Signage and Parking



CONCEPT



Section 4, Item B.

LEGEND

- Property Line
- Parcels
- Creek
- New Trails
- Wetland

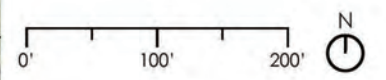
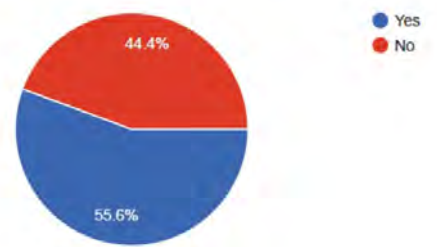
PROPERTY 9: Matthew's Annexation



- LEGEND**
- Property Line
 - Parcels
 - Existing Structures
 - Creek
 - Future ROW and Roadway Connection
 - Existing Drive

Should part of this site be used to address Grand Lake's housing shortage for multifamily housing, employee resident and/or affordable housing?

284 responses



RECOMMENDATIONS

- Affordable Housing/Employee Housing
- Reuse of existing house and structures
- Private/Public partnerships
- Sale of parcels in order to fund other projects
- Continued use as Storage Area for town-owned boats
- Public Works Relocation
- Ecological Restoration
- Observation/viewing areas to landscape and wildlife
- 100' easement for wildlife migration, open space, buffering adjacent properties and trails

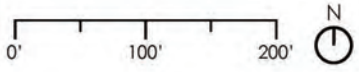
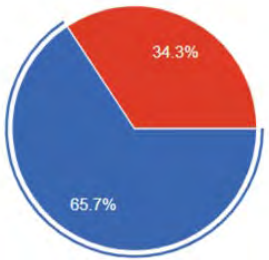


CONCEPT 1 (preferred)

Section 4, Item B.



- LEGEND**
- Parcels
 - Creek
 - Existing Drive
 - Future ROW and Roadway Connection
 - Existing Structures
 - New Housing
 - Natural Area
 - Civic Uses
 - Vegetation
 - Wildlife Corridor
 - New Road
 - New Trail

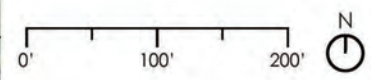


CONCEPT 2



Section 4, Item B.

- LEGEND**
- Parcels
 - Creek
 - Existing Drive
 - Future ROW and Roadway Connection
 - Existing Structures
 - New Housing
 - Natural Area
 - Civic Uses
 - Vegetation
 - Wildlife Corridor
 - New Road
 - New Trail








PROPERTY 10: Veteran's Park

EXISTING CONDITIONS



Section 4, Item B.

LEGEND

-  Property Line
-  Parcels
-  Fence
-  New Mixed-Use Structure
-  Location of Memorial
-  New Park sign

RECOMMENDATIONS

- Maintain as a memorial-focused park with open lawn space
- Enhance Gateway to Downtown
- Increase seating/picnicking
- Create a bermed landscaped edge along W. Portal Road
- Add shade trees
- Add safe pedestrian crossings
- Extend Grand Avenue Boardwalk to park.








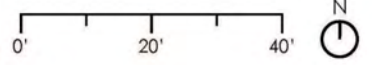
CONCEPT



Section 4, Item B.

LEGEND

-  Property Line
-  Parcels
-  Fence
-  New Mixed-Use Structure
-  Pedestrian



PROPERTY 11, 12 & 13:
Lakeside Park,
Lake Front Parking Lot &
Pioneer Garden Park

EXISTING CONDITIONS

Section 4, Item B.

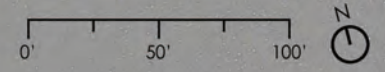


LEGEND

- Property Line
- Parcels
- Trails
- ♿ ADA Parking
- ♿♿ Restroom
- 🪨 Boulder
- Rock Retaining Walls
- ↔ Views
- Steps

- Gazebo
- Sup Launch
- Parking
- Boat Slips
- Boardwalk
- Headwater Marina
- Beach
- Boat Launch

GRAND LAKE



RECOMMENDATIONS

- ❑ Four Season Pedestrian Oriented Waterfront Park
 - Increase open lawn/park space for events and community programs
 - Transform Lake Avenue into a Pedestrian/Shared Street
 - Pedestrian/bicycle connections to Grand Avenue with wayfinding signage
 - Safe Street Crossings
 - Less Street Parking – parallel only
 - Less Vehicular Traffic – one way lane
 - Expand Boardwalk
 - Improve/expand beach
 - Enhance landscaping and gardens with native plants
 - Enhance Memorials/Historic Significance at Pioneer Garden Park
 - Water feature/splash pad
 - Playground
 - Improve accessibility



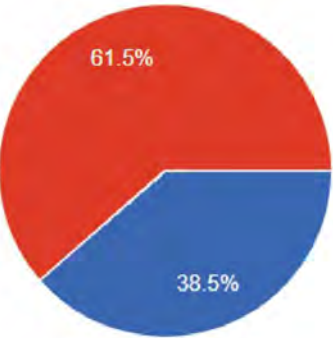
CONCEPT 1

Section 4, Item B.



CONCEPT 2 (preferred)

Section 4, Item B.



Lookout

Expanded Boardwalk

Unit Pavers

Existing Marina

Boat Launch

Great Lawn

Splash Pad

Expanded Beach & Swim Area

2-Story Parking Garage With Lookout

LAKE AVENUE SHARED STREET OR PEDESTRAIN ONLY



Everyday

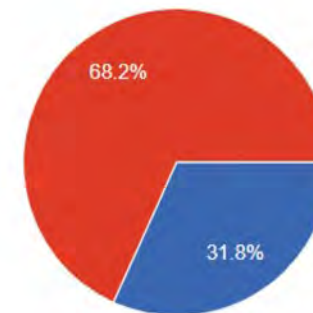
- Sidewalk on northside
- Parallel parking
- One way travel lane
- Unit Pavers
- Removable Bollards
- Pedestrian Lights
- Bioswale/water quality
- Clusters of aspen and evergreen trees
- Expanded Boardwalk

Special Events

- Closed street
- Farmer's Market
- Craft Shows
- Concerts

Which alternative for Lake avenue do you prefer in general?

107 responses



- Shared Street (bikes/cars/pedestrians)
- Pedestrians/bikes only (emergency vehicles exempt)

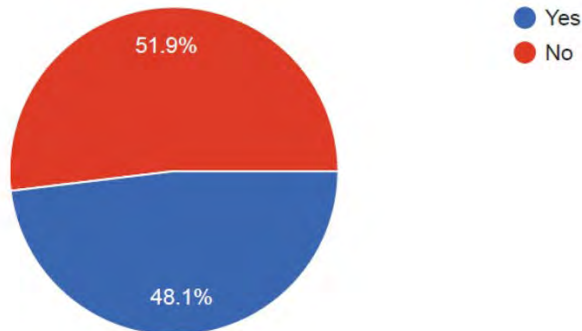
PARKING STRUCTURE

- Promotes pedestrian/bicycle use on Lake Avenue
- Street moves to new parking structure
- Two-deck levels only so that views of lake are maintained
- Top deck includes a partial green roof and green roof



Would a parking garage benefit Grand Lake's lakefront?

287 responses



PROPERTY 14:
1128 Park Ave. Parking Lot
(Future Artspace)

EXISTING CONDITIONS



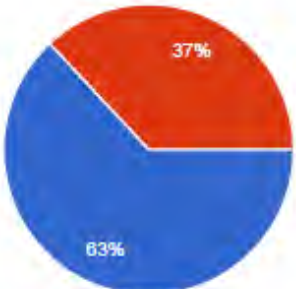
Section 4, Item B.

LEGEND

- Property Line
- Parcels
- Trails
- ADA Parking

Do you prefer this location for the project?

311 responses



- Yes
- No

FUTURE ARTSPACE PLANS



20 UNIT - SPACE TO CREATE - Site Plan



30 UNIT - SPACE TO CREATE - Site Plan







PROPERTY 15:
Town Hall Park
(Town Hall, Community
House, Pitkin Annex)

EXISTING CONDITIONS



Section 4, Item B.

LEGEND

-  Property Line
-  Parcels
-  Trails
-  ADA Parking
-  Restroom
-  Gateway Feature

RECOMMENDATIONS

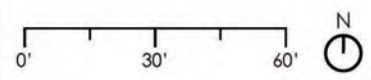
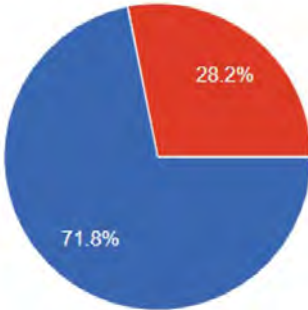
❑ Civic/Downtown Park

- Update Courts/Ice Rink space
- New Playground w/ Grand Lake Character
- Increase outdoor gathering space/Seating/Picnicking Space
- Encourage vendors and special events
- Provide outdoor lawn games
- Consider permanent stage
- Define park edges and circulation with new walk connections and landscaping
- Improve pedestrian/bicycle connections
- Wayfinding/signage



CONCEPT 1 (preferred)

- LEGEND**
- Pedestrian Routes
 - Managed Lawn
 - Playground / Outdoor Fitness
 - Plaza / Social Space
 - Court Sports
 - Boat Launch
 - Dog Park
 - Screening
 - Existing Building
 - New Structures
 - ADA Parking
 - Restroom
 - Gateway Feature



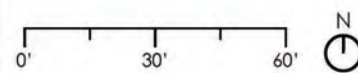
CONCEPT 2

Section 4, Item B.



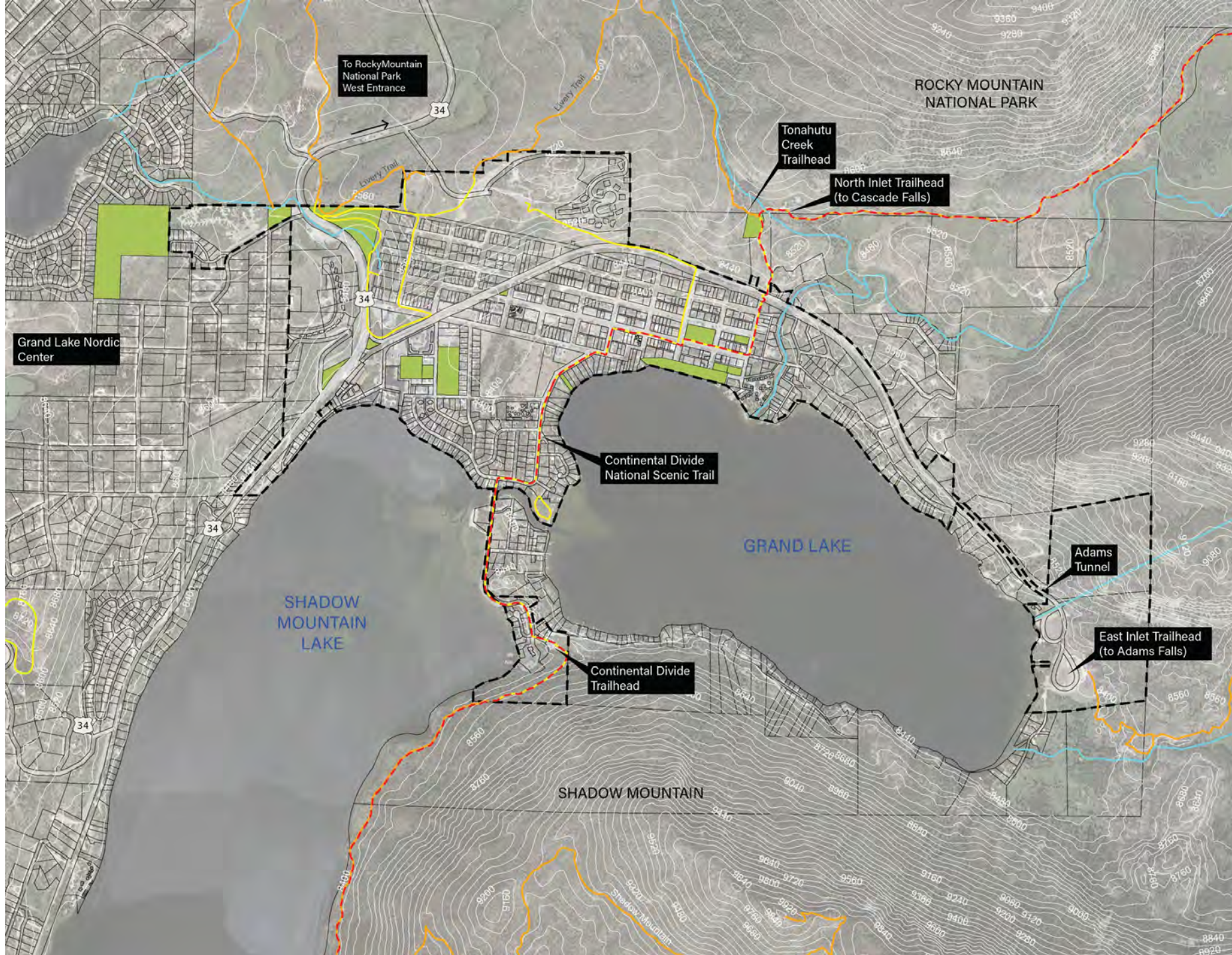
LEGEND

- Pedestrian Routes
- Managed Lawn
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- Plaza / Social Space
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- Gateway Feature



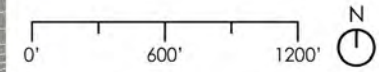
Trails, Connections and Right-of-Way

EXISTING

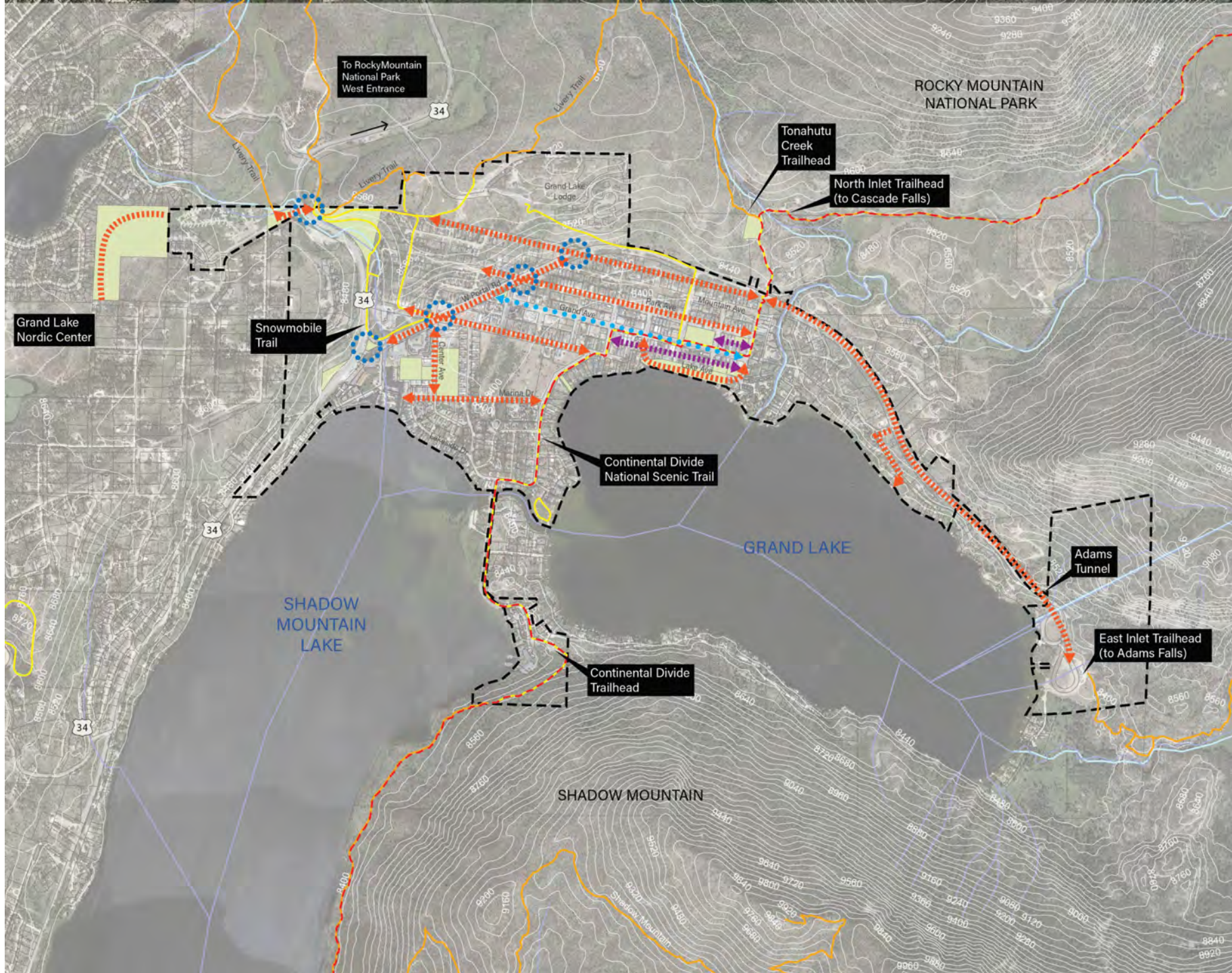


LEGEND

- Section 4, Item B.
- Hydro
- 40' Contours
- Local Trails
- Rocky Mountain NP Trails
- Continental Divide Trail
- Parcels
- Town-owned Parcels

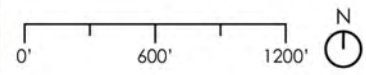


CONCEPT



LEGEND

- Section 4, Item B.
- Hydro
- 40' Contours
- Local Trails
- Rocky Mountain NP Trails
- Continental Divide Trail
- Parcels
- Town-owned Parcels
- New Pedestrian Routes
- New Pedestrian Alley Routes
- New Bike Lane in Street
- Pedestrian/Bike Crossing



PRIORITIZATION

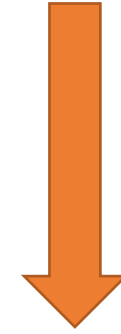
□ PROPERTIES

- Lakeside Park
- Community Center & Open Space
- Matthew's Annexation

□ TRAILS/CONNECTIONS/ROW

- West Portal Road
 - Pedestrian/bikeway connection to North Inlet Trail
 - Pedestrian crossings at intersections and traffic calming

NEXT STEPS



<p>EXISTING CONDITION & ASSESSMENTS</p> <p>SEPT 2021 – DEC 2021</p>	<p>RECOMMENDATIONS</p> <ul style="list-style-type: none">-Stanley Parcel-Community Center, Winter’s Pioneer Park, Public Works, & Center Lots-Lakeside Park, Pioneer Park & Lakeside Parking <p>JAN 2022 - MARCH 2022</p>	<p>RECOMMENDATIONS</p> <ul style="list-style-type: none">-County Rd. 48-Thomasson Park-600 Mary Dr.-Chamber of Commerce-Town Park-Veteran’s Park-Trails and Connections <p>APRIL 2022 - JUNE 2022</p>	<p>IMPLEMENTATION STRATEGIES</p> <p>FUNDING STRATEGIES</p> <p>COSTS</p> <p>JULY 2022 - AUGUST 2022</p>	<p>FINAL MASTER PLAN REPORT</p> <p>AUGUST 2022– SEPTEMBER 2022</p>
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QUESTIONS AND COMMENTS

Invoice Date	GL Period	GL Account	Description	Total Cost
779 BAXTER STRACHAN				
6/30/22				
06/30/2022	07/22	10-413-143	JUNE (2) BOT MEETINGS	200.00
Total 6/30/22:				200.00
Total 779 BAXTER STRACHAN:				200.00
44 BLACKWELL OIL CO, INC				
14351				
07/13/2022	07/22	40-460-231	MARINA-UNLEADED GAS @ 4.217	1,847.65
Total 14351:				1,847.65
Total 44 BLACKWELL OIL CO, INC:				1,847.65
347 CARQUEST AUTO PARTS STORES				
15452-137755				
07/06/2022	07/22	40-460-223	MARINA-BATTERY	137.99
Total 15452-137755:				137.99
Total 347 CARQUEST AUTO PARTS STORES:				137.99
72 CENTURYLINK				
6/28/22				
06/28/2022	07/22	10-450-344	GLC - 970-627-2426 2 BUSINESS LINES JULY	99.14
Total 6/28/22:				99.14
Total 72 CENTURYLINK:				99.14
782 CHRISTINA BERGQUIST				
6/30/22				
06/30/2022	07/22	10-413-143	JUNE (2) BOT MEETINGS	200.00
Total 6/30/22:				200.00
Total 782 CHRISTINA BERGQUIST:				200.00
783 COLORADO AEROLAB, INC				
116				
07/01/2022	07/22	10-450-870	GLC-DAY CAMP INSTRUCTOR SALARY,DEVELOPMENT,ADMIN COSTS	9,225.00
Total 116:				9,225.00
7/1/2022				
07/01/2022	07/22	10-450-870	GLC-DAY CAMP DIRECTORS-CPR TRAINING, FINGER PRINTS,BACKGROUND CHECK	312.10
Total 7/1/2022:				312.10
Total 783 COLORADO AEROLAB, INC:				9,537.10
780 DARYN PACKER				
6/30/22				
06/30/2022	07/22	10-413-143	JUNE (2) BOT MEETINGS	200.00

Invoice Date	GL Period	GL Account	Description	Total Cost
Total 6/30/22:				200.00
Total 780 DARYN PACKER:				200.00
133 DPC INDUSTRIES, INC				
DE73000506-22				
06/30/2022	07/22	20-430-221	WATER - (4) 150# CHLORINE	40.00
Total DE73000506-22:				40.00
Total 133 DPC INDUSTRIES, INC:				40.00
541 EXECUTECH UTAH, INC.				
EXEC-121134				
07/01/2022	07/22	10-415-312	ADMIN-MONTHLY SERVICE-JULY	885.00
07/01/2022	07/22	10-450-312	GLC-MONTHLY SERVICE-JULY	354.00
07/01/2022	07/22	20-430-321	WATER-MONTHLY SERVICE-JULY	354.00
07/01/2022	07/22	40-460-312	MARINA-MONTHLY SERVICE-JULY	177.00
Total EXEC-121134:				1,770.00
EXEC-123122				
06/30/2022	07/22	10-415-215	ADMIN-0365, SOPHOS, ACRONIS CLOUD STORAGE-JUNE	472.67
06/30/2022	07/22	10-450-312	GLC-SOPHOS, 0365-JUNE	105.96
06/30/2022	07/22	20-430-321	WATER-SOPHOS-JUNE	105.96
06/30/2022	07/22	10-431-312	PW-SOPHOS, 0365-JUNE	72.90
Total EXEC-123122:				757.49
Total 541 EXECUTECH UTAH, INC.:				2,527.49
171 GOOD TO GO SANITATION				
I2061				
07/05/2022	07/22	10-452-399	PARKS-12 TOILET RENTALS FOR 7/4/22	1,950.00
Total I2061:				1,950.00
Total 171 GOOD TO GO SANITATION:				1,950.00
269 KOPY KAT OFFICE				
13287				
07/07/2022	07/22	10-415-211	ADMIN- BUSINESS CARDS ALAYNA CARRELL	39.99
07/07/2022	07/22	10-415-211	ADMIN- BUSINESS CARDS KEITH EVERHART	29.99
Total 13287:				69.98
13291				
07/13/2022	07/22	20-430-210	WATER-500 WATER BILLING FORMS	450.00
Total 13291:				450.00
Total 269 KOPY KAT OFFICE:				519.98
304 MCLEAN, MARK				
7/9/22				
07/09/2022	07/22	10-450-237	GLC -FENCING FOR OUTDOOR PICKLEBALL	101.57

Invoice Date	GL Period	GL Account	Description	Total Cost
Total 7/9/22:				101.57
Total 304 MCLEAN, MARK:				101.57
781 MICHAEL SOBON				
6/30/22				
06/30/2022	07/22	10-413-143	JUNE (2) BOT MEETING	200.00
Total 6/30/22:				200.00
Total 781 MICHAEL SOBON:				200.00
506 MOUNTAIN ALARM				
2954604				
07/18/2022	08/22	10-450-355	GLC-FIRE ALARM INSPECTION & MONITORING-8/1/22 TO 10/31/22	309.51
Total 2954604:				309.51
Total 506 MOUNTAIN ALARM:				309.51
324 MOUNTAIN PARKS ELECTRIC, INC				
7/10/22				
07/10/2022	06/22	10-415-341	ADMIN-STANLEY HOUSE-JUNE	125.00
07/10/2022	06/22	10-415-341	ADMIN-ELECTRIC-JUNE	240.82
07/10/2022	06/22	10-415-330	Bank Fee	4.00
07/10/2022	06/22	10-431-341	PARKS-ELECTRIC JUNE	524.04
07/10/2022	06/22	10-431-349	PW-STREET LIGHTS JUNE	1,424.53
07/10/2022	06/22	10-450-341	GLC-ELECTRIC JUNE	945.70
07/10/2022	06/22	40-460-341	MARINA - ELECTRIC JUNE	66.71
07/10/2022	06/22	20-430-341	WATER - ELECTRIC-JUNE	3,043.06
07/10/2022	06/22	20-430-341	WATER - ELECTRIC-JUNE	169.80
07/10/2022	06/22	10-431-341	PW-ELECTRIC JUNE	181.91
Total 7/10/22:				6,725.57
Total 324 MOUNTAIN PARKS ELECTRIC, INC:				6,725.57
717 MUNDUS BISHOP				
2109-10-0622				
07/01/2022	07/22	10-412-380	COMP PLAN-MUNI LANDS-5/29/22-6/25/22	6,517.29
Total 2109-10-0622:				6,517.29
2109-9-0522				
06/13/2022	07/22	10-412-380	COMP PLAN-MUNI LANDS-4/24/22-5/28/22	1,192.28
Total 2109-9-0522:				1,192.28
Total 717 MUNDUS BISHOP:				7,709.57
665 PERIZZOLO EXCAVATING INC				
998				
07/14/2022	07/22	20-430-238	WATER-LINE REPAIRS-619 SHADOW MTN DR	6,470.06
Total 998:				6,470.06

Invoice Date	GL Period	GL Account	Description	Total Cost
Total 665 PERIZZOLO EXCAVATING INC:				6,470.06
374 RG AND ASSOCIATES, LLC				
152378				
07/07/2022	07/22	10-412-314	PC- PLANNER SUPPORT FEES-6/1/22-6/30/22	243.75
Total 152378:				243.75
Total 374 RG AND ASSOCIATES, LLC:				243.75
565 STEAMBOAT ENTERTAINMENT INC				
2541				
07/18/2022	07/22	10-450-320	GLC-GRD LAKE GUIDEBOOK AD-1ST HALF PAYMENT	437.00
Total 2541:				437.00
Total 565 STEAMBOAT ENTERTAINMENT INC:				437.00
468 WHATEVER FLOATS YOUR BOAT				
11542				
07/06/2022	07/22	40-460-233	MARINA-REMOVE & INSTALL NEW STEERING CABLE	461.43
Total 11542:				461.43
Total 468 WHATEVER FLOATS YOUR BOAT:				461.43
Grand Totals:				<u>39,917.81</u>

Report GL Period Summary

GL Period	Amount
06/22	6,725.57
08/22	309.51
07/22	32,882.73
Grand Totals:	<u>39,917.81</u>

Vendor number hash: 11715
 Vendor number hash - split: 18146
 Total number of invoices: 24
 Total number of transactions: 40

Terms Description	Invoice Amount	Discount Amount	Net Invoice Amount
Open Terms	39,917.81	.00	39,917.81
Grand Totals:	<u>39,917.81</u>	<u>.00</u>	<u>39,917.81</u>

Town of Grand Lake Balances as of 06/30/22

BANK CASH BALANCES

ColoTrust	\$3,606,138.84
CSAFE	\$764,948.21
UBB	\$311,348.24
US Bank	\$198,432.89
CBC - Bank Midwest	\$933,771.99
TOTAL	\$5,814,640.17

FUND CASH BALANCES

General fund	\$ 2,412,462.56
Water fund	\$ 1,951,379.26
Marina fund	\$ 714,349.38
PAYT fund	\$ 175,431.44
Capital Improvement fund	\$ 431,572.11
TOTAL	\$ 5,685,194.75 Diff is AP & AR

COMMITTED FUNDS

Parking Fee-In-Lieu	\$ -
Cemetery Funds	\$ 99,488.09
Conservation Trust Funds	\$ 38,555.06
Attainable Housing Fund	\$ 234,501.93
Emergency Reserves	\$ 80,400.00
TOTAL	\$ 452,945.08

LIABILITIES over \$50K

COP	\$ 1,474,937.00
LOADER	paid off in June
JOHN DEER GRADER	paid off in June
DWRF	\$ 1,292,415.73
BONDS	\$ 3,570,000.00
TOTAL	\$ 6,337,352.73

Board approved Unbudgeted items for 2022

BOT compensation	\$	(7,200.00)
Deere Credit for grader payoff	\$	(104,049.77)
Government Leasing for loader payoff	\$	(52,086.65)
El Pomar Foundation Grant		\$10,000
Community house improvements (El Pomar Grant)	\$	(10,000.00)
Grand Lake Creative District	\$	(31,981.98)
	\$	(195,318.40)

Town of Grand Lake Pre Paid and Transfer for June 2022

Company	Date	Amount
Paychex Payroll	6/15/2022	\$ 40,254.25
Paychex Payroll Taxes	6/15/2022	\$ 14,904.11
ICMA Retirement	6/15/2022	\$ 5,297.79
Paychex Payroll	6/30/2022	\$ 55,052.18
Paychex Payroll Taxes	6/30/2022	\$ 24,202.63
ICMA Retirement	6/30/2022	\$ 5,495.08
CEBT Health Insurance May	6/10/2022	\$ 20,638.19
Hartford life/AD&D Insurance	6/14/2022	\$ 153.41
Health Saving Reimbursement	6/7/2022	\$ 147.46
Health Saving Reimbursement	6/14/2022	\$ 53.95
Health Saving Reimbursement	6/22/2022	\$ 484.28
Health Saving Reimbursement	6/28/2022	\$ 250.70
Hartland credit card fee fom Marina	6/1/2022	\$ 199.06
CEBT Health Insurance June	6/24/2022	\$ 23,324.94

Bank Transfers

From	To	Date	Amount
UBB Money Market	Community Banks of CO	6/7/2022	\$ 550,000.00
UBB Money Market	US Bank Payroll	6/14/2022	\$ 70,000.00
UBB Money Market	Operating	6/17/2022	\$ 620,000.00
UBB Money Market	Operating	6/28/2022	\$ 102,000.00
Community Banks of Col	Csafe	6/9/2022	\$ 500,000.00

TOWN OF GRAND LAKE

Section 9, Item A.

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended June 2022- Unadjusted

Revenues	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Taxes					
Property Tax	\$ 402,268	\$ 374,507	\$ (27,761)	93.1	
Specific Ownership Tax	15,000	11,979	(3,021)	79.9	
General Sales Tax	2,461,018	490,552	(1,970,466)	19.9	Sales tax revenues run 2 months behind
Building Use Tax	45,000	-	(45,000)	-	
Motor Vehicle Use Tax	40,000	43,973	3,973	109.9	
Cigarette Tax	3,000	726	(2,274)	24.2	tax revenues run 2 months behind
Franchise Tax	61,000	29,243	(31,758)	47.9	Quarterly payments
Subtotal Taxes	3,027,286	950,981	(2,076,305)	31.4	
Licenses & Permits					
Business Licenses	30,000	16,397	(13,603)	54.7	annual event
Rental Licenses	50,000	65,722	15,722	131.4	annual event for STR license
Liquor License	4,500	3,715	(785)	82.6	
Other Licenses	3,700	2,965	(735)	80.1	sign, grading, animal, boardwalk permits
Subtotal Licenses & Permits	88,200	88,799	599	100.7	
Intergovernmental					
County Road and Bridge	6,492	4,760	(1,732)	73.3	Quarterly revenue
Grants	-	-	-	-	
Highway Users Tax	30,000	9,189	(20,811)	30.6	tax revenues run 2 months behind
Conservation Trust Fund	2,000	1,311	(689)	65.5	Quarterly revenue
Other Intergovernmental	1,000	-	(1,000)	-	
Subtotal Intergovernmental	39,492	15,260	(24,232)	38.6	
Charges for Services					
Attainable Housing Fee	2,000	-	(2,000)	-	
Zoning and Subdivision Review	2,000	1,500	(500)	75.0	
Cemetery	3,200	7,225	4,025	225.8	
Grand Lake Center	59,600	43,380	(16,220)	72.8	
Other Charges for Services	2,600	9,858	7,258	379.1	EV charging rev and nightly rental app fee and fuel surcharges
Subtotal Charges for Services	69,400	61,963	(7,437)	89.3	
Fines and Forfeitures	-	65	65	-	
Fees and Leases	2,500	1,250	(1,250)	50.0	Quarterly payment for Chamber rent
Net Investment Income	5,000	4,278	(722)	85.6	
Contributions	-	-	-	-	
Other Revenue	519,441	505,048	(14,393)	97.2	MSOB grant revenues and loan escrow amount returned
Capital Specific Revenue	376,421	-	(376,421)	-	
Total Revenues	\$ 4,127,740	\$ 1,627,643	\$ (2,500,097)	39.4	

TOWN OF GRAND LAKE

Section 9, Item A.

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended June 2022- Unadjusted

Expenditures	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	
Current:					
Boards and Committees					
Board of Trustees	\$ 132,600	\$ 125,374	\$ 7,226	94.6	Community grants and donations
Cemetery Committee	11,550	236	11,314	2.0	
Planning Commission & Board of Ac	90,000	46,146	43,854	51.3	Consultant & training
Greenways Committee	51,585	24,432	27,153	47.4	
Subtotal Boards and Committees	285,735	196,187	89,548	68.7	
Administration					
Personnel	503,428	270,109	233,319	53.7	wages and benefits
Supplies	31,100	24,004	7,096	77.2	office supplies
Repairs and Maintenance	4,750	2,405	2,345	50.6	
Purchased Services	80,150	12,546	67,604	15.7	
Utility Services	17,800	20,946	(3,146)	117.7	Water and Sewer are billed quarterly
Professional Services	110,800	23,606	87,194	21.3	Legal
Marketing	150,023	86,515	63,508	57.7	Quarterly contribution to Chamber
Other	121,400	67,536	53,864	55.6	Quarterly property insurance
MOSOB Grant Expenses	481,311	479,391	1,920	99.6	
Subtotal Administration	1,500,762	987,058	513,704	65.8	
Economic Development Grants	32,200	-	32,200	-	
Public Safety					
Personnel	-	-	-	-	
Purchased Services	282,000	20,858	261,142	7.4	Dispatch operations annual contract
Subtotal Public Safety	282,000	20,858	261,142	7.4	
Public Works					
Personnel	455,225	296,922	158,303	65.2	Wages and benefits - Comp time payout
Supplies	26,000	478	25,522	1.8	
Repairs and Maintenance	265,500	73,261	192,239	27.6	
Purchased Services	22,140	10,830	11,310	48.9	
Utility Services	47,500	15,445	32,055	32.5	
Professional Services	10,000	-	10,000	-	
Other	16,500	1,460	15,040	8.8	
Subtotal Public Works	\$ 842,865	\$ 398,396	\$ 444,469	47.3	

TOWN OF GRAND LAKE

Section 9, Item A.

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended June 2022- Unadjusted

Expenditures	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	
Grand Lake Center					
Personnel	\$ 177,148	\$ 91,482	\$ 85,666	51.6	Wages and benefits
Supplies	15,200	3,072	12,128	20.2	
Repairs and Maintenance	37,700	5,901	31,799	15.7	
Purchased Services	-	-	-	-	
Utility Services	33,000	16,293	16,707	49.4	
Professional Services	6,730	5,615	1,115	83.4	Computer Service
Other	51,542	24,702	26,840	47.9	
Subtotal Grand Lake Center	321,320	147,065	174,255	45.8	
Parks					
Personnel	69,057	525	68,532	0.8	Wages and benefits
Supplies	25,500	19,325	6,175	75.8	
Repairs and Maintenance	132,660	2,753	129,907	2.1	
Purchased Services	-	-	-	-	
Utility Services	24,500	8,173	16,327	33.4	
Professional Services	-	-	-	-	
Other	13,250	211	13,039	1.6	
Parks Capital	100,000	15,284	84,717	15.3	
Subtotal Parks	364,967	46,270	318,697	12.7	
Capital Outlay	1,070,221	650,950	419,271	60.8	
Debt service					
Lease Principal	153,645	181,670	(28,025)	118.2	loader & grader
Lease Interest	46,096	23,996	22,100	52.1	loader & grader
Subtotal Debt Service	199,741	205,667	(5,926)	103.0	
Reserves	-	-	-	-	
Total Expenditures	4,899,811	2,652,451	2,247,360	54.1	
Net Balance*	(772,071)	(1,024,808)	(252,737)		

*Excess Revenues Over (Under) Expenditures

TOWN OF GRAND LAKE

Section 9, Item A.

CAPITAL IMPROVEMENT FUND
 SCHEDULE OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 For the Month Ended June 2022- Unadjusted

Revenues	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Taxes					
General Sales Tax	\$ 615,252	\$ 122,638	\$ (492,614)	19.9	tax revenues run 2 months behind
Subtotal Taxes	615,252	122,638	(492,614)	19.9	
Intergovernmental					
Grants	101,500	109,751	8,251	108.1	EV rebate from MPE
Other Intergovernmental	-	-	-		
Subtotal Intergovernmental	101,500	109,751	8,251	108.1	
Other Revenue	-	-	-		
Net Investment Income	2,000	1,809	(191)	90.5	
Total Revenues	718,752	234,198	(484,554)	32.6	
Expenditures					
Grant Expenses	111,500	197,801	86,301	177.4	EV and Revitalize Main Street Grant expense
Operations	-	-	-	-	
Capital Outlay	165,000	88,131	(76,869)	53.4	Streetscapes expenses
Debt service					
Bond Principal	115,000	-	(115,000)		
Bond Interest	163,950	80,250	(83,700)	48.9	
Subtotal Debt Service	278,950	80,250	(198,700)	28.8	
Reserves	-	-	-		
Total Expenditures	555,450	366,182	(189,268)	65.9	
Net Balance*	163,302	(131,984)	(295,286)		

*Excess Revenues Over (Under) Expenditures

TOWN OF GRAND LAKE

Section 9, Item A.

WATER FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended June, 2022 - Unadjusted

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Revenues					
Water Sales	\$ 600,500	\$ 346,078	\$ (254,422)	57.6	Billed quarterly
Tap Fees	30,000	-	(30,000)	-	
Resale Meters	500	9,348	8,848	1,869.5	New meters purchased
Bulk Water Permits	500	100	(400)	20.0	
Miscellaneous	-	-	-	-	
Sale of Assets	-	-	-	-	
Interest Income	1,000	3,654	2,654	365.4	
Reimbursement Income	-	-	-	-	
Capital Lease Proceeds	-	-	-	-	
Total Revenues	632,500	359,180	(273,320)	56.8	
Expenditures					
Personnel	480,238	150,105	(330,133)	31.3	Wages and Benefits
Office Supplies	32,130	1,091	(31,039)	3.4	
Operations Supplies	14,100	5,033	(9,067)	35.7	
Repairs and Maintenance	49,054	16,279	(32,775)	33.2	Water main repairs
Resale Supplies	5,650	-	(5,650)	-	
Purchased Services	19,300	8,090	(11,210)	41.9	
Utilities	36,000	17,789	(18,211)	49.4	Water and Sewer are billed quarterly
Professional Services	11,000	2,800	(8,200)	25.5	
Other Expenses	16,150	12,156	(3,994)	75.3	Quarterly property insurance
Capital Contingency	1	-	(1)	-	
Debt Service-Principal	67,247	34,129	(33,118)	50.8	
Debt Service-Interest	27,541	13,265	(14,276)	48.2	
Total Expenditures	758,411	260,737	(497,674)	34.4	
Net Balance*	(125,911)	98,443	224,354		

TOWN OF GRAND LAKE

Section 9, Item A.

MARINA FUND
 SCHEDULE OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 For the Month Ended June 2022-Unadjusted

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Revenues					
Marina Rentals	\$ 375,000	\$ 60,610	\$ (314,390)	16.2	Summer business started end of May
Tours	65,000	16,550	(48,450)	25.5	
Space Rentals	8,200	3,450	(4,750)	42.1	
Miscellaneous	3,000	45	(2,955)	1.5	
Interest Income	1,000	955	(45)	95.5	
Sale of Assets	20,000	-	(20,000)	-	
Total Revenues	472,200	81,610	(390,590)	17.3	
Expenditures					
Personnel	256,775	71,496	185,279	27.8	Wages
Office Supplies	1,403	316	1,087	22.5	
Operations Supplies	15,810	1,589	14,221		
Fireworks	33,500	33,270	230	10.0	
Repairs and Maintenance	17,136	1,414	15,722	8.3	Building Maint.
Permits and Fees	26,295	913	25,382	3.5	
Purchased Services	20,987	3,532	17,455	16.8	
Utilities	2,856	1,338	1,518	46.8	Water and Sewer are billed quarterly
Professional Services	42,346	1,720	40,626	4.1	
Other Expenses	8,053	2,546	5,507	31.6	
Capital Outlay	280,000	4,908	275,092	1.8	
Total Expenditures	705,161	123,042	582,119	17.4	
Net Balance*	(232,961)	(41,431)	(191,530)		

50% OF THE FISCAL YEAR HAS ELAPSED

TOWN OF GRAND LAKE

Section 9, Item A.

PAY AS YOU THROW FUND
 SCHEDULE OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
 For the Month Ended June 2022- UNADJUSTED

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%	Notes
Revenues					
Bag Sales	\$ 78,850	\$ 34,702	\$ (44,148)	44.0	
Interest Income	\$ 200	-	(200)	-	
Total Revenues	79,050	34,702	(44,348)	43.9	
Expenditures					
Operations Supplies	6,000	2,300	3,700	38.3	PAYT bags
Repairs and Maintenance	20,000	66	19,934	0.3	
Purchased Services	36,950	13,505	23,446	36.5	Dumpster service
Professional Services	390	420	(30)		
Other Expenses	701	-	701	-	
Capital Outlay	-	-	-	-	
Total Expenditures	64,041	16,291	47,750	25.4	
Net Balance*	15,009	18,411	(3,402)		

TOWN OF GRAND LAKE
COMBINED CASH INVESTMENT
JUNE 30, 2022

<u>COMBINED CASH ACCOUNTS</u>		
01-102000	USB CHECKING - PAYROLL	44,272.39
01-104000	2019 UBB MONEY MARKET	101,496.60
01-104500	2019 UBB CHKG - OPERATIONS	119,528.86
01-106000	RETURNED CHECK CLEARING ACCT	.00
01-106500	BANK MIDWEST	933,771.99
01-107500	UTILITY CASH CLEARING ACCT	(224.68)
		<hr/>
	TOTAL COMBINED CASH	1,198,845.16
01-100000	CASH ALLOCATED TO OTHER FUNDS	(1,198,845.16)
		<hr/>
	TOTAL UNALLOCATED CASH	.00
		<hr/> <hr/>

<u>CASH ALLOCATION RECONCILIATION</u>		
10	ALLOCATION TO GENERAL FUND	768,185.67
20	ALLOCATION TO WATER FUND	244,008.21
40	ALLOCATION TO MARINA FUND	294,987.00
50	ALLOCATION TO PAY-AS-YOU-THROW FUND	175,381.44
90	ALLOCATION TO CAPITAL IMPROVEMENT FUND	(283,717.16)
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,198,845.16
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	(1,198,845.16)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	.00
		<hr/> <hr/>

TOWN OF GRAND LAKE
BALANCE SHEET
JUNE 30, 2022

GENERAL FUND

<u>ASSETS</u>		
10-100000	CASH IN COMBINED CASH FUND	768,185.67
10-103000	CSAFE	198,322.70
10-103100	CSAFE - CORE	500,372.96
10-109100	COLOTRUST	944,978.64
10-116000	PETTY CASH	100.00
10-116500	GLC PETTY CASH	381.34
10-116501	AFTER SCHOOL PROG PETTY CASH	121.25
10-117000	ACCOUNTS RECEIVABLE	(60,121.99)
10-117100	PROPERTY TAXES RECEIVABLE	402,753.00
10-123000	FUEL AR - FUEL PAYMENTS	24.64
10-129000	UNLEADED GAS INVENTORY	7,895.67
10-130000	DIESEL INVENTORY	8,879.52
10-131000	DUE FROM WATER FUND	.00
10-131001	DUE FROM MARINA FUND	.00
10-131002	DUE FROM PAYT	.00
10-143100	GF PREPAID EXPENSES	.00
10-143500	GLC PREPAID EXPENSES	.00
10-149000	DEPOSITS PAID BY THE TOWN	.00
		<hr/>
	TOTAL ASSETS	2,771,893.40
		<hr/> <hr/>
<u>LIABILITIES AND EQUITY</u>		

TOWN OF GRAND LAKE

BALANCE SHEET

JUNE 30, 2022

GENERAL FUND

<u>LIABILITIES</u>		
10-200000	ACCOUNTS PAYABLE GENERAL	11,934.61
10-205000	RETAINAGE PAYABLE	.00
10-217000	WAGES PAYABLE	.00
10-217100	SOCIAL SECURITY WITHHOLDING	.00
10-217200	FEDERAL W/H PAYABLE	.00
10-217300	STATE W/H PAYABLE	.00
10-217400	MEDICARE WITHHOLDING	.00
10-217500	SUTA PAYABLE	.00
10-217600	WC PAYABLE	.00
10-219100	FLEX MEDICAL	13,821.14
10-219200	MEDICAL BENEFIT PAYABLE	.00
10-220000	ICMA W/H PAYABLE	.00
10-221000	ICMA EMP LOAN PAYABLE	43.29
10-221001	ICMA/ROTH IRA	.00
10-221100	MISC DEDUCTIONS PAYABLE	.00
10-222000	DEFERRED REVENUE-PROPERTY TAX	402,753.00
10-223100	PREPAID FEES	.00
10-223180	PREPAID NRL	.00
10-225000	ESCROW MONIES GENERAL	.00
10-226000	USE TAX DEFERRED REVENUE	209,312.63
10-228100	GLC CUSTOMER DEPOSITS	2,130.00
10-228200	GLC PREPAID RENTAL FEES	.00
10-228400	EVENT DEPOSITS	2,625.00
10-228500	LAND USE/MUNI PROP DEPOSITS	1,500.00
10-230000	HEADSTONE DEPOSIT	3,950.00
10-232000	DUE TO WATER FROM GF	.00
10-233000	DUE TO MARINA FROM GF	.00
		648,069.67
<u>FUND EQUITY</u>		
10-270000	PARKING FEE-IN-LIEU	.00
10-275000	FUND BALANCE	2,687,014.06
10-281000	CEMETERY FUNDS	99,488.09
10-283000	CONSERVATION TRUST FUNDS	38,555.06
10-284000	ATTAINABLE HOUSING FUNDS	234,501.93
10-285000	FUND BAL RESVD - INV & PRE PDS	5,091.51
10-286000	EMERGENCY RESERVES	80,400.00
	UNAPPROPRIATED FUND BALANCE:	
	REVENUE OVER EXPENDITURES - YTD	(1,024,567.57)
		(1,024,567.57)
	BALANCE - CURRENT DATE	(1,024,567.57)
		2,120,483.08
	TOTAL FUND EQUITY	2,120,483.08
		2,768,552.75
	TOTAL LIABILITIES AND EQUITY	2,768,552.75

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>GENERAL TAXES</u>						
10-311-100	PROPERTY TAXES	110,823.44	374,423.44	401,968.00	27,544.56	93.2
10-311-110	SPECIFIC OWNERSHIP	4,217.26	11,979.31	15,000.00	3,020.69	79.9
10-311-120	INTEREST & PENALTY-PROP TAXES	115.92	83.91	300.00	216.09	28.0
10-311-130	MOTOR VEHICLE USE & SALES TAX	8,361.40	43,973.38	40,000.00	(3,973.38)	109.9
10-311-140	SALES TAX	104,343.88	490,552.04	2,461,018.00	1,970,465.96	19.9
10-311-150	BUILDING USE TAX	.00	.00	45,000.00	45,000.00	.0
10-311-160	CIGARETTES-SELECT SALES TAX	.00	726.47	3,000.00	2,273.53	24.2
	TOTAL GENERAL TAXES	227,861.90	921,738.55	2,966,286.00	2,044,547.45	31.1
<u>UTILITY FRANCHISE TAX</u>						
10-316-170	CABLE FRANCHISE	.00	.00	10,000.00	10,000.00	.0
10-316-171	TELEPHONE FRANCHISE	6,278.97	7,572.51	10,000.00	2,427.49	75.7
10-316-172	ELECTRIC FRANCHISE	.00	10,413.95	30,000.00	19,586.05	34.7
10-316-173	NATURAL GAS FRANCHISE	1,799.97	11,256.04	11,000.00	(256.04)	102.3
	TOTAL UTILITY FRANCHISE TAX	8,078.94	29,242.50	61,000.00	31,757.50	47.9
<u>LICENSES & PERMITS</u>						
10-321-100	LIQUOR LICENSE	350.00	3,715.00	4,500.00	785.00	82.6
10-321-120	SALES TAX LICENSE \$5	30.00	395.00	500.00	105.00	79.0
10-321-130	MOTOR VEHICLE LICENSE (RURAL)	674.24	1,379.86	2,000.00	620.14	69.0
10-321-140	SIGN PERMIT	60.00	125.00	300.00	175.00	41.7
10-321-150	GRADING PERMIT	.00	70.00	200.00	130.00	35.0
10-321-160	ANIMAL LICENSE	.00	55.00	150.00	95.00	36.7
10-321-170	ENCROACHMENT PERMIT/LICENSE	.00	940.00	400.00	(540.00)	235.0
10-321-175	BUSINESS LICENSE COMMISSION	11,896.00	16,396.75	30,000.00	13,603.25	54.7
10-321-180	NIGHTLY RENTAL LICENSE \$600	5,565.00	65,722.00	50,000.00	(15,722.00)	131.4
10-321-190	BOARDWALK SALES PERMIT	.00	.00	150.00	150.00	.0
	TOTAL LICENSES & PERMITS	18,575.24	88,798.61	88,200.00	(598.61)	100.7
<u>GRANTS</u>						
10-334-900	GRANTS - OTHER	.00	.00	.00	.00	.0
	TOTAL GRANTS	.00	.00	.00	.00	.0

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>INTERGOVERNMENTAL</u>						
10-335-130	GRAND CNTY ROAD & BRIDGE	.00	4,760.00	6,492.00	1,732.00	73.3
10-335-200	HIGHWAY USER TAX FUND	2,153.98	9,188.91	30,000.00	20,811.09	30.6
10-335-800	CONSERVATION TRUST FUND	606.44	1,310.72	2,000.00	689.28	65.5
10-335-900	OTHER INTERGOVERNMENTAL	.00	.00	1,000.00	1,000.00	.0
TOTAL INTERGOVERNMENTAL		2,760.42	15,259.63	39,492.00	24,232.37	38.6
<u>CHARGES FOR SERVICES</u>						
10-341-200	CEMETERY	4,125.00	7,225.00	3,200.00	(4,025.00)	225.8
10-341-202	CEMETERY GRANTS & DONATIONS	.00	239.98	.00	(239.98)	.0
10-341-300	ZONING & SUBDIVISION REVIEW	500.00	1,500.00	2,000.00	500.00	75.0
10-341-400	ATTAINABLE HOUSING FEE	.00	.00	2,000.00	2,000.00	.0
10-341-500	EV CHARGING STATION	178.38	624.26	300.00	(324.26)	208.1
10-341-600	FUEL DEPOT SURCHARGE	885.94	1,228.58	1,000.00	(228.58)	122.9
10-341-700	COPIES/FAXES/SODA	.00	.00	100.00	100.00	.0
10-341-850	NIGHTLY RENTAL APP FEE \$165	950.00	4,705.00	1,200.00	(3,505.00)	392.1
10-341-900	CEMETERY EXCAVATING FEE	700.00	3,300.00	.00	(3,300.00)	.0
TOTAL CHARGES FOR SERVICES		7,339.32	18,822.82	9,800.00	(9,022.82)	192.1
<u>GRAND LAKE CENTER REVENUES</u>						
10-350-101	GL CENTER - RENTAL FEES	161.00	8,049.00	17,600.00	9,551.00	45.7
10-350-111	GL CENTER - (T) MERCH SALES	.00	.00	.00	.00	.0
10-350-115	GL CENTER - (N) MERCH SALES	.00	.00	.00	.00	.0
10-350-121	GL CENTER - MEMBERSHIPS	6,088.50	28,084.50	30,000.00	1,915.50	93.6
10-350-131	GL CENTER - REC FEES	1,515.00	6,731.50	12,000.00	5,268.50	56.1
10-350-132	GL CENTER GOLF SIM REVENUE	.00	515.00	.00	(515.00)	.0
10-350-201	GL CENTER - DONATIONS	.00	.00	.00	.00	.0
TOTAL GRAND LAKE CENTER REVENUES		7,764.50	43,380.00	59,600.00	16,220.00	72.8
<u>FINES AND FORFEITURES</u>						
10-351-100	ORDINANCE/TRAFFIC FINES	50.00	65.00	.00	(65.00)	.0
TOTAL FINES AND FORFEITURES		50.00	65.00	.00	(65.00)	.0
<u>FEES AND LEASES</u>						
10-353-180	RENT - VISITORS CENTER	.00	1,250.00	2,500.00	1,250.00	50.0
TOTAL FEES AND LEASES		.00	1,250.00	2,500.00	1,250.00	50.0

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>INVESTMENT INCOME</u>						
10-355-100	INTEREST REVENUE	1,569.74	4,277.93	5,000.00	722.07	85.6
	TOTAL INVESTMENT INCOME	1,569.74	4,277.93	5,000.00	722.07	85.6
<u>OTHER</u>						
10-360-110	SALE OF ASSETS	.00	.00	25,000.00	25,000.00	.0
10-360-130	MUNICIPAL FEE	.00	3.44	50.00	46.56	6.9
10-360-140	RENT - LAND, BUILDINGS	265.00	3,800.00	10,000.00	6,200.00	38.0
10-360-200	MISC. REVENUES - GENERAL	(161.50)	21,853.57	5,000.00	(16,853.57)	437.1
10-360-230	MEMORIAL BENCHES	.00	.00	.00	.00	.0
10-360-350	MSOB REVENUE	.00	479,391.04	479,391.05	.01	100.0
	TOTAL OTHER	103.50	505,048.05	519,441.05	14,393.00	97.2
<u>CAPITAL SPECIFIC</u>						
10-377-140	GRANTS - CAPITAL	.00	.00	376,421.00	376,421.00	.0
10-377-150	CDOT OFF-SYSTEM BRIDGE PROGRAM	.00	.00	.00	.00	.0
	TOTAL CAPITAL SPECIFIC	.00	.00	376,421.00	376,421.00	.0
	TOTAL FUND REVENUE	274,103.56	1,627,883.09	4,127,740.05	2,499,856.96	39.4

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CEMETERY COMMITTEE</u>						
10-410-211	GENERAL SUPPLIES/MISC EXPENSES	.00	235.74	4,500.00	4,264.26	5.2
10-410-215	GRAVE MARKERS	.00	.00	3,050.00	3,050.00	.0
10-410-242	GENERAL MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
	TOTAL CEMETERY COMMITTEE	.00	235.74	11,550.00	11,314.26	2.0
<u>PC/BOA</u>						
10-412-211	GENERAL OFFICE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-412-311	POSTAGE/ADS/LEGAL NOTICES	.00	.00	1,000.00	1,000.00	.0
10-412-314	PURCHASED SERVICES	.00	9,277.25	18,000.00	8,722.75	51.5
10-412-319	MISC.-PLANNING COMMISSION/BOA	.00	.00	1,000.00	1,000.00	.0
10-412-320	COMPUTER HARDWARE	.00	.00	7,000.00	7,000.00	.0
10-412-351	PLANNING LEGAL SERVICES	.00	13,774.50	6,000.00	(7,774.50)	229.6
10-412-370	TRAINING/TRAVEL	100.00	2,500.00	6,000.00	3,500.00	41.7
10-412-380	COMP PLAN UPDATE	175.00	20,594.01	50,000.00	29,405.99	41.2
	TOTAL PC/BOA	275.00	46,145.76	90,000.00	43,854.24	51.3

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>BOARD OF TRUSTEES</u>					
10-413-142	WORKERS' COMPENSATION	88.00	271.43	300.00	28.57 90.5
10-413-143	BOT COMPENSATION	800.00	1,400.00	.00 (1,400.00)	.0
10-413-211	OFFICE/MEETING SUPPLIES	1,455.18	4,555.34	2,400.00 (2,155.34)	189.8
10-413-215	ELECTIONS	.00	1,137.15	1,200.00	62.85 94.8
10-413-316	DUES/MEMBERSHIPS	.00	13,804.00	17,700.00	3,896.00 78.0
10-413-370	TRAINING/TRAVEL	.00	1,149.00	7,500.00	6,351.00 15.3
10-413-452	HEADWATER TRAILS ALLIANCE	.00	5,000.00	.00 (5,000.00)	.0
10-413-460	LONG RANGE/MISC	.00	.00	500.00	500.00 .0
10-413-461	APPRECIATION PROGRAM	.00	.00	3,000.00	3,000.00 .0
10-413-462	COMPUTER EQUIPMENT	40.01	474.98	2,400.00	1,925.02 19.8
10-413-463	WATER QUALITY ISSUES	.00	.00	.00	.00 .0
10-413-465	COMPUTER SOFTWARE	29.98	599.90	1,000.00	400.10 60.0
10-413-722	GRAND LAKE TRAILGROOMING	.00	.00	.00	.00 .0
10-413-723	GRAND LAKE HISTORICAL SOCIETY	.00	.00	.00	.00 .0
10-413-728	MISCELLANEOUS DONATIONS	.00	46,981.98	45,000.00 (1,981.98)	104.4
10-413-731	GRND CNTY COUNCIL ON AGING	.00	.00	.00	.00 .0
10-413-782	ADVOCATES	.00	.00	.00	.00 .0
10-413-793	GL FIREWORKS ORGANIZATION	.00	.00	.00	.00 .0
10-413-796	MOUNTAIN FAMILY CENTER	.00	.00	.00	.00 .0
10-413-797	GRAND ARTS COUNCIL	.00	.00	.00	.00 .0
10-413-843	ROCKY MTN REP THEATRE	.00	.00	1,350.00	1,350.00 .0
10-413-845	GC RURAL HEALTH NETWORK	.00	.00	.00	.00 .0
10-413-850	GRAND LAKE YACHT CLUB SAILING	.00	.00	.00	.00 .0
10-413-852	GRAND ANGELS	.00	.00	.00	.00 .0
10-413-854	GC SEARCH & RESCUE	.00	.00	.00	.00 .0
10-413-855	GL US CONSTITUTION WEEK	.00	.00	.00	.00 .0
10-413-856	GRAND ENTERPRISE INITIATIVE	.00	.00	.00	.00 .0
10-413-859	GRAND FOUNDATION	.00	50,000.00	50,000.00	.00 100.0
10-413-860	GC HOUSING ASSISTANCE FUND	.00	.00	.00	.00 .0
10-413-861	GAP - GRAND FOUNDATION	.00	.00	.00	.00 .0
10-413-870	BOARD CONTINGENCY	.00	.00	250.00	250.00 .0
	TOTAL BOARD OF TRUSTEES	2,413.17	125,373.78	132,600.00	7,226.22 94.6
<u>GREENWAYS COMMITTEE</u>					
10-414-211	GENERAL SUPPLIES	7,294.73	7,816.58	6,000.00 (1,816.58)	130.3
10-414-238	TREES/SHRUBS/PLANTINGS	1,785.50	1,785.50	6,500.00	4,714.50 27.5
10-414-241	ARBOR DAY SUPPLIES	.00	.00	250.00	250.00 .0
10-414-319	CONTRACT LABOR	7,531.66	14,829.99	38,535.00	23,705.01 38.5
10-414-726	MISCELLANEOUS SERVICES	.00	.00	150.00	150.00 .0
10-414-870	CONTINGENCY	.00	.00	150.00	150.00 .0
	TOTAL GREENWAYS COMMITTEE	16,611.89	24,432.07	51,585.00	27,152.93 47.4

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>ADMINISTRATION</u>					
10-415-100 GROSS WAGES - ADMINISTRATION	36,209.54	173,486.49	348,886.00	175,399.51	49.7
10-415-103 OT/COMP TIME BUYOUT	352.31	3,541.12	.00	(3,541.12)	.0
10-415-105 BONUS	.00	500.00	7,000.00	6,500.00	7.1
10-415-110 GROSS WAGES-ADMIN PT/SEASONAL	.00	.00	26,411.00	26,411.00	.0
10-415-130 GLC MEMBERSHIP BENEFIT	.00	.00	1,925.00	1,925.00	.0
10-415-131 LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-415-132 ICMA TOWN PAID BENEFIT	2,227.00	13,910.92	30,456.00	16,545.08	45.7
10-415-133 HEALTH/DENTAL-EMPLOYEE	12,873.95	46,381.10	34,487.00	(11,894.10)	134.5
10-415-134 ALTERNATIVE BENEFIT	500.00	3,000.00	6,600.00	3,600.00	45.5
10-415-135 DEP HEALTH/DENTAL	68.90	1,661.65	6,596.00	4,934.35	25.2
10-415-136 MEDICAL BENEFIT ALLOWANCE	250.81	7,365.24	7,412.00	46.76	99.4
10-415-141 UNEMPLOYMENT INSURANCE	6.99	499.78	1,142.00	642.22	43.8
10-415-142 WORKERS' COMPENSATION	271.32	995.93	1,061.00	65.07	93.9
10-415-143 SOCIAL SECURITY MATCH	2,973.00	15,223.59	25,491.00	10,267.41	59.7
10-415-144 MEDICARE MATCH	695.31	3,543.24	5,961.00	2,417.76	59.4
10-415-211 GENERAL OFFICE SUPPLIES	967.55	4,250.87	5,000.00	749.13	85.0
10-415-215 COMPUTER SOFTWARE	1,347.18	11,704.30	17,000.00	5,295.70	68.9
10-415-220 COMPUTER HARDWARE	.00	6,042.54	7,000.00	957.46	86.3
10-415-226 SMALL EQUIPMENT	173.00	2,006.00	2,100.00	94.00	95.5
10-415-231 GAS/FUEL	388.12	638.36	1,000.00	361.64	63.8
10-415-232 VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-415-233 OFFICE EQUIPMENT MAINTENANCE	.00	706.68	2,500.00	1,793.32	28.3
10-415-237 BUILDING MAINTENANCE	225.00	673.88	.00	(673.88)	.0
10-415-238 TOWN HALL FURNISHINGS	.00	386.02	250.00	(136.02)	154.4
10-415-252 RESALE SUPPLIES	.00	.00	.00	.00	.0
10-415-311 POSTAGE/FREIGHT	184.62	2,838.09	5,000.00	2,161.91	56.8
10-415-312 COMPUTER SERVICES	2,156.50	8,384.84	62,000.00	53,615.16	13.5
10-415-314 ADS & LEGAL NOTICES	.00	68.05	5,000.00	4,931.95	1.4
10-415-316 DUES & MEMBERSHIPS	.00	525.00	1,650.00	1,125.00	31.8
10-415-318 JANITORIAL SERVICES	.00	.00	.00	.00	.0
10-415-319 MISCELLANEOUS SERVICES	.00	128.00	5,000.00	4,872.00	2.6
10-415-330 BANK FEES	55.58	602.22	1,500.00	897.78	40.2
10-415-341 ELECTRIC UTILITY	334.72	2,255.58	3,500.00	1,244.42	64.5
10-415-342 SEWER UTILITY	.00	608.40	1,000.00	391.60	60.8
10-415-343 WATER UTILITY	.00	634.00	1,200.00	566.00	52.8
10-415-344 TELEPHONE/INTERNET UTILITY	699.38	3,835.59	7,500.00	3,664.41	51.1
10-415-345 NATURAL GAS UTILITY	.00	3,005.39	2,500.00	(505.39)	120.2
10-415-346 WEBSITE HOSTING SERVICES	60.00	10,500.00	800.00	(9,700.00)	1312.5
10-415-347 RECYCLING - TOWN HALL	.00	107.00	1,300.00	1,193.00	8.2
10-415-351 LEGAL SERVICES	.00	14,399.66	85,000.00	70,600.34	16.9
10-415-352 AUDIT	.00	8,400.00	10,300.00	1,900.00	81.6
10-415-353 JUDGE-MUNICIPAL COURT	.00	.00	500.00	500.00	.0
10-415-355 PROFESSIONAL SERVICES-OTHER	120.00	806.00	15,000.00	14,194.00	5.4
10-415-370 TRAINING/TRAVEL	63.64	1,942.44	10,750.00	8,807.56	18.1
10-415-371 MISC EMPLOYEE EXPENSES	.00	.00	14,000.00	14,000.00	.0
10-415-385 TRANSIT SERVICE	.00	.00	40,000.00	40,000.00	.0
10-415-386 TRANSIT PLANNING	.00	.00	10,000.00	10,000.00	.0
10-415-387 TRANSIT CAPITAL INVESTMENT	.00	.00	.00	.00	.0
10-415-393 DOCUMENT RECORDING	.00	.00	250.00	250.00	.0
10-415-394 DEVELOPER REIMBURSEMENT	33,850.00	33,850.00	1,000.00	(32,850.00)	3385.0
10-415-513 PROPERTY/CASUALTY INSURANCE	6,825.23	21,473.90	25,000.00	3,526.10	85.9
10-415-514 POSITION BONDS	.00	270.00	400.00	130.00	67.5

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
10-415-540 GRANTS TO NEIGHBORHOODS	.00	.00	.00	.00	.0
10-415-560 TREASURER'S FEES	2,218.78	7,478.00	8,039.00	561.00	93.0
10-415-721 CHAMBER SERVICE AGREEMENT	.00	16,366.00	32,732.00	16,366.00	50.0
10-415-722 BLC FEE REMITTANCE	.00	19,000.00	38,000.00	19,000.00	50.0
10-415-723 VISITOR CENTER REPAIRS & MAINT	.00	16,219.73	15,102.00	(1,117.73)	107.4
10-415-724 NRL VC OP	.00	15,000.00	30,000.00	15,000.00	50.0
10-415-800 ATTAINABLE HOUSING EXPENSES	.00	6,951.12	15,000.00	8,048.88	46.3
10-415-870 CONTINGENCY - GENERAL ADMIN	.00	5,500.00	11,000.00	5,500.00	50.0
10-415-875 MARKETING CONTINGENCY	.00	.00	150.00	150.00	.0
10-415-880 CHAMBER PUBLIC RELATIONS	.00	.00	10,000.00	10,000.00	.0
10-415-885 TOWN EVENTS	.00	10,000.00	10,000.00	.00	100.0
10-415-886 MSOB EXPENSES	.00	479,391.04	481,310.98	1,919.94	99.6
TOTAL ADMINISTRATION	106,098.43	987,057.76	1,500,761.98	513,704.22	65.8
<u>ECONOMIC DEVELOPMENT GRANTS</u>					
10-416-100 TRAIL GROOMERS	.00	.00	25,000.00	25,000.00	.0
10-416-250 HEADWATERS TRAIL ASSOC- HTA	.00	.00	5,000.00	5,000.00	.0
10-416-260 GRAND ART COUNCIL	.00	.00	2,200.00	2,200.00	.0
10-416-270 ROCKY MTN REP	.00	.00	.00	.00	.0
TOTAL ECONOMIC DEVELOPMENT GRANTS	.00	.00	32,200.00	32,200.00	.0
<u>PUBLIC SAFETY</u>					
10-421-100 GROSS WAGES - PUBLIC SAFETY	.00	.00	.00	.00	.0
10-421-105 BONUS	.00	.00	.00	.00	.0
10-421-110 GROSS WAGES-PUBLIC SAFETY PT	.00	.00	.00	.00	.0
10-421-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-421-131 LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-421-132 ICMA TOWN PAID BENEFIT	.00	.00	.00	.00	.0
10-421-133 HEALTH/DENTAL-EMPLOYEE	.00	.00	.00	.00	.0
10-421-135 DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
10-421-136 MEDICAL BENEFIT	.00	.00	.00	.00	.0
10-421-141 UNEMPLOYMENT INSURANCE	.00	.00	.00	.00	.0
10-421-142 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
10-421-143 SOCIAL SECURITY MATCH	.00	.00	.00	.00	.0
10-421-144 MEDICARE MATCH	.00	.00	.00	.00	.0
10-421-314 DISPATCH OPERATIONS	.00	20,857.70	25,000.00	4,142.30	83.4
10-421-339 SHERIFF'S CONTRACT	.00	.00	257,000.00	257,000.00	.0
10-421-340 SPECIAL EVENT SECURITY	.00	.00	.00	.00	.0
TOTAL PUBLIC SAFETY	.00	20,857.70	282,000.00	261,142.30	7.4

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC WORKS</u>					
10-431-100 GROSS WAGES - PUBLIC WORKS	34,944.93	166,267.74	262,163.00	95,895.26	63.4
10-431-103 OT/COMP TIME BUYOUT	3,780.44	22,458.25	16,875.00	(5,583.25)	133.1
10-431-105 BONUS	.00	.00	4,000.00	4,000.00	.0
10-431-111 ON CALL PAY	1,750.00	8,950.00	24,833.00	15,883.00	36.0
10-431-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-431-131 LONGEVITY	.00	.00	.00	.00	.0
10-431-132 ICMA TOWN PAID BENEFIT	2,079.03	11,569.57	24,571.00	13,001.43	47.1
10-431-133 HEALTH/DENTAL-EMPLOYEE	17,604.86	50,959.25	68,000.00	17,040.75	74.9
10-431-135 DEP HEALTH/DENTAL	1,137.90	6,829.85	6,552.00	(277.85)	104.2
10-431-136 MEDICAL BENEFIT ALLOWANCE	308.63	3,425.18	4,800.00	1,374.82	71.4
10-431-141 UNEMPLOYMENT INSURANCE	40.30	479.74	921.00	441.26	52.1
10-431-142 WORKERS' COMPENSATION	2,433.12	9,405.57	19,013.00	9,607.43	49.5
10-431-143 SOCIAL SECURITY MATCH	2,692.16	13,435.15	19,043.00	5,607.85	70.6
10-431-144 MEDICARE MATCH	629.61	3,142.07	4,454.00	1,311.93	70.5
10-431-222 GENERAL SUPPLIES	.00	424.46	7,000.00	6,575.54	6.1
10-431-224 SAFETY SUPPLIES	.00	.00	7,000.00	7,000.00	.0
10-431-226 VEHICLE SUPPLIES	.00	.00	4,000.00	4,000.00	.0
10-431-227 SMALL TOOLS	.00	53.15	8,000.00	7,946.85	.7
10-431-231 GAS/FUEL/LIQUIDS	6,664.36	15,551.55	25,000.00	9,448.45	62.2
10-431-232 VEHICLE MAINTENANCE	5,481.04	7,195.58	10,000.00	2,804.42	72.0
10-431-233 EQUIPMENT MAINTENANCE	.00	7,746.95	28,000.00	20,253.05	27.7
10-431-235 TIRES/CHAINS	.00	.00	15,000.00	15,000.00	.0
10-431-236 MISC. BRIDGE WORK	.00	.00	5,000.00	5,000.00	.0
10-431-237 BUILDING MAINTENANCE	.00	(4,130.48)	6,000.00	10,130.48	(68.8)
10-431-238 STREET LIGHT MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
10-431-239 MISCELLANEOUS MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
10-431-242 ROAD MAINTENANCE	46,897.52	46,897.52	150,000.00	103,102.48	31.3
10-431-245 BOARDWALK MAINTENANCE	.00	.00	.00	.00	.0
10-431-253 TREE REMOVAL	.00	.00	5,000.00	5,000.00	.0
10-431-254 TREE SPRAYING	.00	.00	500.00	500.00	.0
10-431-255 STORMWATER FILTER MAINTENANCE	.00	.00	15,000.00	15,000.00	.0
10-431-312 COMPUTER SERVICES	72.90	956.70	4,000.00	3,043.30	23.9
10-431-314 ADS/BID NOTICES	1,065.00	1,065.00	2,000.00	935.00	53.3
10-431-317 UNIFORM ALLOWANCE	350.00	1,725.00	2,640.00	915.00	65.3
10-431-318 TRASH/RECYCLE SERVICES	1,917.67	6,426.79	11,000.00	4,573.21	58.4
10-431-319 MISC. PURCHASED SERVICES	95.00	656.24	2,500.00	1,843.76	26.3
10-431-341 ELECTRIC UTILITY	218.16	2,177.45	11,000.00	8,822.55	19.8
10-431-343 WATER UTILITY	.00	147.00	1,000.00	853.00	14.7
10-431-344 TELEPHONE/INTERNET UTILITY	532.10	2,669.43	7,000.00	4,330.57	38.1
10-431-345 NATURAL GAS UTILITY	.00	3,063.62	4,500.00	1,436.38	68.1
10-431-349 STREET LIGHT ELECTRIC UTILITY	1,433.66	7,387.87	24,000.00	16,612.13	30.8
10-431-354 ENGINEERING/SURVEYING SERVICES	.00	.00	10,000.00	10,000.00	.0
10-431-370 TRAINING/TRAVEL	45.13	45.13	6,000.00	5,954.87	.8
10-431-399 EQUIP RENTAL	1,365.50	1,414.58	10,000.00	8,585.42	14.2
10-431-870 CONTINGENCY- PUBLIC WORKS	.00	.00	500.00	500.00	.0
TOTAL PUBLIC WORKS	133,539.02	398,395.91	842,865.00	444,469.09	47.3

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GRAND LAKE CENTER EXPENDITURES</u>						
10-450-100	GROSS WAGES - GL CENTER	11,716.40	64,768.73	111,798.00	47,029.27	57.9
10-450-103	OT/COMP TIME BUYOUT	238.52	322.63	.00	(322.63)	.0
10-450-105	BONUS	.00	.00	1,485.00	1,485.00	.0
10-450-110	GROSS WAGES-GLC PT/SEASONAL	.00	.00	.00	.00	.0
10-450-130	GLC MEMBERSHIP BENEFIT	.00	.00	770.00	770.00	.0
10-450-131	LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-450-132	ICMA TOWN PAID BENEFIT	633.80	3,288.33	9,065.00	5,776.67	36.3
10-450-133	HEALTH/DENTAL-EMPLOYEE	4,458.36	15,706.16	37,174.00	21,467.84	42.3
10-450-135	DEP. HEALTH/DENTAL	.00	.00	1,853.00	1,853.00	.0
10-450-136	MEDICAL BENEFIT ALLOWANCE	379.28	1,796.86	3,281.00	1,484.14	54.8
10-450-141	UNEMPLOYMENT INSURANCE	.00	143.69	335.00	191.31	42.9
10-450-142	WORKERS' COMPENSATION	449.15	969.87	2,025.00	1,055.13	47.9
10-450-143	SOCIAL SECURITY MATCH	661.68	3,635.38	7,588.00	3,952.62	47.9
10-450-144	MEDICARE MATCH	154.75	850.17	1,774.00	923.83	47.9
10-450-211	GEN OFFICE SUPPLIES	71.08	137.84	1,500.00	1,362.16	9.2
10-450-220	GENERAL OPERATING SUPPLIES	107.04	2,415.77	3,000.00	584.23	80.5
10-450-226	OFFICE EQUIP LEASE	.00	518.62	1,200.00	681.38	43.2
10-450-233	OFFICE EQUIP MAINT	31.47	134.65	600.00	465.35	22.4
10-450-234	SIGNAGE	.00	.00	.00	.00	.0
10-450-235	FITNESS EQUIP MAINT	750.00	1,200.00	1,500.00	300.00	80.0
10-450-236	MINOR/MISC EQUIPMENT	.00	.00	4,500.00	4,500.00	.0
10-450-237	BUILDING MAINTENANCE	80.00	121.71	21,000.00	20,878.29	.6
10-450-238	MINOR/MISC FURNISHINGS	.00	.00	4,000.00	4,000.00	.0
10-450-239	MINOR INFRASTRUCTURE MAINT	.00	.00	10,000.00	10,000.00	.0
10-450-250	BACKFLOW MAINTENANCE	.00	.00	400.00	400.00	.0
10-450-252	RESALE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-450-312	COMPUTER SERVICES	628.56	4,046.44	2,820.00	(1,226.44)	143.5
10-450-317	UNIFORM ALLOWANCE	.00	.00	150.00	150.00	.0
10-450-318	TRASH/RECYCLE SERVICES	.00	.00	500.00	500.00	.0
10-450-320	MARKETING	898.00	1,855.37	10,000.00	8,144.63	18.6
10-450-341	ELECTRIC UTILITY	1,034.65	5,582.38	14,000.00	8,417.62	39.9
10-450-342	SEWER UTILITY	.00	2,145.78	4,500.00	2,354.22	47.7
10-450-343	WATER UTILITY	.00	441.00	2,500.00	2,059.00	17.6
10-450-344	TELEPHONE/INTERNET/TV UTILITY	430.43	3,123.61	4,000.00	876.39	78.1
10-450-345	NATURAL GAS UTILITY	.00	5,000.06	7,500.00	2,499.94	66.7
10-450-350	MAINTENANCE AGREEMENT	4,444.50	4,444.50	4,200.00	(244.50)	105.8
10-450-351	LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-450-352	AUDIT	.00	980.00	910.00	(70.00)	107.7
10-450-355	PURCHASED PROFESSIONAL SERV.	.00	589.02	2,000.00	1,410.98	29.5
10-450-360	GLC SALES TAX	.00	.00	92.00	92.00	.0
10-450-370	TRAINING/TRAVEL	.00	1,090.09	300.00	(790.09)	363.4
10-450-513	PROPERTY/CASUALTY INSURANCE	2,186.73	6,560.19	8,000.00	1,439.81	82.0
10-450-755	EXERCISE EQUIPMENT	.00	601.49	2,000.00	1,398.51	30.1
10-450-870	CONTINGENCY - GL CENTER	10,775.00	14,595.00	31,000.00	16,405.00	47.1
	TOTAL GRAND LAKE CENTER EXPENDITUR	40,129.40	147,065.34	321,320.00	174,254.66	45.8

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PARKS</u>					
10-452-100 GROSS WAGES - PARKS	.00	.00	45,573.00	45,573.00	.0
10-452-103 OT/COMP TIME BUYOUT	.00	.00	.00	.00	.0
10-452-105 BONUS	.00	.00	.00	.00	.0
10-452-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-452-131 LONGEVITY	.00	.00	.00	.00	.0
10-452-132 ICMA TOWN PAID BENEFIT	.00	.00	3,646.00	3,646.00	.0
10-452-133 HEALTH/DENTAL-EMPLOYEE	.00	.00	7,827.00	7,827.00	.0
10-452-135 DEP. HEALTH/DENTAL	.00	.00	4,397.00	4,397.00	.0
10-452-136 MEDICAL BENEFIT ALLOWANCE	.00	.00	1,013.00	1,013.00	.0
10-452-141 UNEMPLOYMENT INSURANCE	.00	.00	137.00	137.00	.0
10-452-142 WORKERS' COMPENSATION	.00	524.87	2,700.00	2,175.13	19.4
10-452-143 SOCIAL SECURITY MATCH	.00	.00	3,051.00	3,051.00	.0
10-452-144 MEDICARE MATCH	.00	.00	713.00	713.00	.0
10-452-220 OPERATING SUPPLIES	8,348.92	19,255.67	18,000.00	(1,255.67)	107.0
10-452-226 SMALL EQUIPMENT	.00	.00	5,000.00	5,000.00	.0
10-452-227 SMALL TOOLS	.00	68.97	2,500.00	2,431.03	2.8
10-452-232 BEAR-RESISTANT CANS MAINT	.00	.00	4,000.00	4,000.00	.0
10-452-233 EQUIPMENT MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
10-452-234 INFORMATION SIGNS	.00	.00	2,500.00	2,500.00	.0
10-452-235 GREENBELT MAINTENANCE	323.92	323.92	7,500.00	7,176.08	4.3
10-452-236 SAND & DREDGE	.00	.00	8,000.00	8,000.00	.0
10-452-237 BUILDING MAINTENANCE	.00	1,550.87	55,000.00	53,449.13	2.8
10-452-238 DOCK MAINTENANCE	.00	147.14	20,000.00	19,852.86	.7
10-452-239 MISCELLANEOUS MAINTENANCE	600.00	600.00	5,000.00	4,400.00	12.0
10-452-243 BENCHES/PLANTERS/FENCES	.00	.00	5,000.00	5,000.00	.0
10-452-244 THOMASSON PARK MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
10-452-248 IRRIGATION SYSTEM MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
10-452-250 BACKFLOW MAINTENANCE	.00	.00	4,000.00	4,000.00	.0
10-452-317 UNIFORM ALLOWANCE	.00	.00	660.00	660.00	.0
10-452-319 MISCELLANEOUS SERVICES	.00	.00	3,000.00	3,000.00	.0
10-452-341 ELECTRIC UTILITY	642.64	3,641.94	6,500.00	2,858.06	56.0
10-452-342 SEWER UTILITY	.00	134.55	1,000.00	865.45	13.5
10-452-343 WATER UTILITY	.00	2,107.55	13,000.00	10,892.45	16.2
10-452-345 NATURAL GAS UTILITY	.00	2,288.90	4,000.00	1,711.10	57.2
10-452-399 EQUIPMENT RENTAL	.00	131.25	5,000.00	4,868.75	2.6
10-452-400 GRAND AVENUE GARDENS	.00	.00	2,500.00	2,500.00	.0
10-452-450 PARK IMPROVEMENTS	.00	211.00	10,000.00	9,789.00	2.1
10-452-870 CONTINGENCY - PARKS	.00	.00	250.00	250.00	.0
10-452-961 MEMORIAL BENCHES	.00	.00	500.00	500.00	.0
TOTAL PARKS	9,915.48	30,986.63	264,967.00	233,980.37	11.7
<u>ADMIN CERTIFICATE OF PARTICIPA</u>					
10-815-982 LAND ACQUISITION - PRINCIPAL	.00	.00	85,000.00	85,000.00	.0
10-815-983 LAND ACQUISITION-INTEREST	.00	21,081.75	42,038.00	20,956.25	50.2
TOTAL ADMIN CERTIFICATE OF PARTICIPA	.00	21,081.75	127,038.00	105,956.25	16.6

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC WORKS DEBT SERVICE</u>						
10-831-500	CAPITAL EQUIP LEASE PRINCIPAL	155,985.37	181,670.40	68,645.00	(113,025.40)	264.7
10-831-510	CAPITAL EQUIP LEASE INTEREST	151.05	2,914.54	4,058.00	1,143.46	71.8
TOTAL PUBLIC WORKS DEBT SERVICE		156,136.42	184,584.94	72,703.00	(111,881.94)	253.9
<u>ADMIN CAPITAL</u>						
10-915-922	ADMIN CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
10-915-923	TOWN HALL CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.0
10-915-950	SPACE TO CREATE EXPENDITURES	.00	251,273.50	376,421.00	125,147.50	66.8
10-915-986	REPLACEMENT VEHICLE	.00	.00	.00	.00	.0
TOTAL ADMIN CAPITAL		.00	251,273.50	401,421.00	150,147.50	62.6
<u>PUBLIC WORKS CAPITAL</u>						
10-931-910	CAPITAL EQUIPMENT PURCHASE	.00	260,944.88	368,800.00	107,855.12	70.8
10-931-911	CAPITALIZED EQUIPMENT REPAIR	.00	.00	.00	.00	.0
10-931-921	PAVING	138,731.40	138,731.40	200,000.00	61,268.60	69.4
10-931-922	DRAINAGE	.00	.00	100,000.00	100,000.00	.0
10-931-923	TOWN SHOP CAPITAL OUTLAY	.00	.00	.00	.00	.0
10-931-972	W PORTAL BRIDGE REHAB	.00	.00	.00	.00	.0
10-931-973	PUBLIC WAY FINDING SIGNS	.00	.00	.00	.00	.0
10-931-974	STREETSCAPE PROJECT FUNDING	.00	.00	.00	.00	.0
TOTAL PUBLIC WORKS CAPITAL		138,731.40	399,676.28	668,800.00	269,123.72	59.8
<u>PARKS CAPITAL</u>						
10-952-500	DOCK IMPROVEMENTS	.00	.00	.00	.00	.0
10-952-970	LAND PURCHASE	.00	464.20	.00	(464.20)	.0
10-952-971	PARK IMPROVEMENTS	12,786.80	14,819.30	100,000.00	85,180.70	14.8
10-952-972	BOARDWALKS	.00	.00	.00	.00	.0
10-952-995	LAKEFRONT IMPROVEMENTS	.00	.00	.00	.00	.0
TOTAL PARKS CAPITAL		12,786.80	15,283.50	100,000.00	84,716.50	15.3
TOTAL FUND EXPENDITURES		616,637.01	2,652,450.66	4,899,810.98	2,247,360.32	54.1
NET REVENUE OVER EXPENDITURES		(342,533.45)	(1,024,567.57)	(772,070.93)	252,496.64	(132.7)

TOWN OF GRAND LAKE

BALANCE SHEET

JUNE 30, 2022

WATER FUND

ASSETS

20-100000	CASH IN COMBINED CASH FUND	244,008.21	
20-101000	US BANK	112,270.81	
20-102000	CSAFE	66,252.55	
20-109100	COLOTRUST	1,528,847.69	
20-117000	ACCTS RECEIVABLE/WATER SALES	74,837.91	
20-117099	ACCTS RECEIVABLE-OTHER	.00	
20-118000	ASSET - LAND	2,270.00	
20-119000	ASSET - DISTRIBUTION SYSTEM	2,831,627.28	
20-122000	ASSET-TREATMENT FACILITY	145,465.94	
20-124000	ASSET - WELLS	109,870.82	
20-125000	ASSET-TANK RESERVOIR	1,466,565.72	
20-126000	ASSET-EQUIPMENT	388,004.73	
20-127000	ASSET-METERS/INSTR IN PROGRESS	7,146.80	
20-128000	ASSET-CONSTRUCTION IN PROGRESS	.00	
20-129000	ACCUM. DEPRECIATION/ALL PRPRTY	(2,843,556.98)	
20-133000	ASSET/BLDG-TOWN HALL	26,934.62	
20-135000	DUE FROM GENERAL FUND	.00	
20-136000	DUE FROM MARINA FUND	.00	
20-143100	PREPAID EXPENSES	.00	
	TOTAL ASSETS		4,160,546.10

LIABILITIES AND EQUITY

LIABILITIES

20-200000	ACCOUNTS PAYABLE GENERAL	127.89	
20-201001	DWRF PAYABLE-PRINCIPAL	1,326,544.32	
20-217000	WAGES PAYABLE	.00	
20-217100	SOCIAL SECURITY PAYABLE	(.01)	
20-217200	FEDERAL W/H PAYABLE	.00	
20-217300	STATE TAX W/H PAYABLE	.00	
20-217400	MEDICARE WITHHOLDING	.01	
20-217500	SUTA PAYABLE	.00	
20-217600	WC PAYABLE	.00	
20-218100	HEALTH/DENTAL/VISION	.00	
20-219100	FLEX MEDICAL	.00	
20-219200	MEDICAL BENEFIT PAYABLE	.00	
20-220000	ICMA W/H PAYABLE	.00	
20-221000	ICMA LOAN PAYABLE	.00	
20-221001	ICMA/ROTH IRA	.00	
20-222000	DEFERRED REVENUE-PREPAID FEES	27,134.57	
20-223000	ACCRUED VACATION PAYABLE	29,691.66	
20-231000	DUE TO G.F. FROM WATER FUND	.00	
	TOTAL LIABILITIES		1,383,498.44

FUND EQUITY

20-275000	UNAPPROP. RETAINED EARNINGS	(1,062,541.24)	
20-281000	CIP RESERVE	1,526,004.00	
20-287000	CONTRIBUTED CAPITAL EQUITY	2,215,142.08	

TOWN OF GRAND LAKE
BALANCE SHEET
JUNE 30, 2022

WATER FUND

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD	98,442.82		
	<hr/>		
BALANCE - CURRENT DATE		98,442.82	
		<hr/>	
TOTAL FUND EQUITY			2,777,047.66
			<hr/>
TOTAL LIABILITIES AND EQUITY			4,160,546.10
			<hr/> <hr/>

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>WATER REVENUES</u>					
20-344-100	188.12	346,078.41	600,000.00	253,921.59	57.7
20-344-105	.00	.00	500.00	500.00	.0
20-344-110	.00	.00	30,000.00	30,000.00	.0
20-344-120	.00	9,347.60	500.00	(8,847.60)	1869.5
20-344-140	1,534.48	3,653.82	1,000.00	(2,653.82)	365.4
20-344-150	.00	.00	.00	.00	.0
20-344-160	.00	.00	.00	.00	.0
20-344-190	50.00	100.00	500.00	400.00	20.0
20-344-200	.00	.00	.00	.00	.0
20-344-260	.00	.00	.00	.00	.0
TOTAL WATER REVENUES	1,772.60	359,179.83	632,500.00	273,320.17	56.8
TOTAL FUND REVENUE	1,772.60	359,179.83	632,500.00	273,320.17	56.8

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>WATER OPERATIONS</u>					
20-430-100	GROSS WAGES - WATER	19,009.16	108,549.75	220,979.00	112,429.25 49.1
20-430-103	OT/COMP TIME BUYOUT	263.06	835.47	16,875.00	16,039.53 5.0
20-430-105	BONUS	.00	.00	1,980.00	1,980.00 .0
20-430-110	GROSS WAGES-WATER PT/SEASONAL	.00	.00	91,715.00	91,715.00 .0
20-430-111	ON CALL PAY	1,750.00	8,800.00	22,550.00	13,750.00 39.0
20-430-119	YEAR END LEAVE EXPENSE	.00	.00	.00	.00 .0
20-430-130	GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00 .0
20-430-131	LONGEVITY	.00	.00	.00	.00 .0
20-430-132	ICMA TOWN PAID BENEFIT	583.92	3,623.90	27,023.00	23,399.10 13.4
20-430-133	HEALTH/DENTAL-EMPLOYEE	4,911.30	14,572.42	41,395.00	26,822.58 35.2
20-430-135	DEP HEALTH/DENTAL	.00	.00	8,400.00	8,400.00 .0
20-430-136	MEDICAL BENEFIT ALLOWANCE	.00	12.06	5,576.00	5,563.94 .2
20-430-141	UNEMPLOYMENT INSURANCE	10.06	202.49	1,014.00	811.51 20.0
20-430-142	WORKERS' COMPENSATION	2,252.00	7,422.48	14,823.00	7,400.52 50.1
20-430-143	SOCIAL SECURITY MATCH	825.22	4,932.64	22,618.00	17,685.36 21.8
20-430-144	MEDICARE MATCH	193.00	1,153.62	5,290.00	4,136.38 21.8
20-430-210	OFFICE SUPPLIES	.00	665.95	1,285.00	619.05 51.8
20-430-211	COMPUTER SUPPLIES	.00	.00	21,845.00	21,845.00 .0
20-430-215	COMPUTER SOFTWARE	.00	425.00	6,500.00	6,075.00 6.5
20-430-220	COMPUTER HARDWARE	.00	.00	2,500.00	2,500.00 .0
20-430-221	CHEMICALS	1,650.14	4,717.19	10,000.00	5,282.81 47.2
20-430-222	LAB SUPPLIES/EQUIPMENT	25.37	251.23	1,500.00	1,248.77 16.8
20-430-223	WELL/PLANT SUPPLIES	.00	42.98	600.00	557.02 7.2
20-430-225	METER PARTS	.00	.00	300.00	300.00 .0
20-430-227	SMALL EQUIPMENT/TOOLS	21.77	21.77	600.00	578.23 3.6
20-430-228	SAFETY EQUIPMENT	.00	.00	1,000.00	1,000.00 .0
20-430-229	MISC OPERATING SUPPLIES	.00	.00	100.00	100.00 .0
20-430-231	GAS/FUEL/FLUIDS	1,390.87	1,841.35	2,500.00	658.65 73.7
20-430-232	VEHICLE MAINTENANCE	3.59	1,610.12	600.00	(1,010.12) 268.4
20-430-233	EQUIPMENT MAINTENANCE	.00	.00	10,704.00	10,704.00 .0
20-430-234	WELL/PLANT MAINTENANCE	.00	164.15	3,000.00	2,835.85 5.5
20-430-235	TIRES & CHAINS	.00	.00	600.00	600.00 .0
20-430-237	BUILDING MAINTENANCE	.00	51.26	1,000.00	948.74 5.1
20-430-238	DISTRIBUTION LINE MAINTENANCE	402.02	12,280.70	25,000.00	12,719.30 49.1
20-430-239	MISC. MAINTENANCE	.00	.00	150.00	150.00 .0
20-430-240	ROAD MATERIALS	.00	.00	3,000.00	3,000.00 .0
20-430-241	MOTORS & PUMPS	12.38	331.18	2,500.00	2,168.82 13.3
20-430-251	RESALE PARTS	.00	.00	150.00	150.00 .0
20-430-252	RESALE METERS EXPENSE	.00	.00	.00	.00 .0
20-430-253	COGS-METER	.00	.00	5,500.00	5,500.00 .0
20-430-310	MISC SERVICE FEES	.00	.00	.00	.00 .0
20-430-311	POSTAGE/FREIGHT	.00	1,065.00	1,200.00	135.00 88.8
20-430-314	LEGAL NOTICES/ADS	.00	333.85	200.00	(133.85) 166.9
20-430-316	MEMBERSHIPS	.00	300.00	600.00	300.00 50.0
20-430-317	UNIFORM ALLOWANCE	100.00	600.00	1,980.00	1,380.00 30.3
20-430-318	TESTING SERVICES	.00	150.00	3,000.00	2,850.00 5.0
20-430-319	MISCELLANEOUS SERVICES	.00	.00	100.00	100.00 .0
20-430-320	TELEMETRY MAINTENANCE	85.00	510.00	2,000.00	1,490.00 25.5
20-430-321	COMPUTER SYSTEM SUPPORT	1,208.96	4,713.96	9,920.00	5,206.04 47.5
20-430-330	BANK FEES	79.13	417.53	300.00	(117.53) 139.2
20-430-341	ELECTRIC UTILITY	2,415.38	13,328.45	30,000.00	16,671.55 44.4
20-430-344	TELEPHONE UTILITY	202.74	1,218.20	2,000.00	781.80 60.9

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

WATER FUND						
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%	
20-430-345	NATURAL GAS UTILITY	.00	3,242.63	4,000.00	757.37	81.1
20-430-347	INTERNET SERVICE	.00	.00	.00	.00	.0
20-430-351	LEGAL SERVICES	.00	.00	600.00	600.00	.0
20-430-352	AUDIT	.00	2,800.00	5,100.00	2,300.00	54.9
20-430-354	SYSTEM ANALYSIS/ENG & SURVEY	.00	.00	5,000.00	5,000.00	.0
20-430-355	STATE FEES	.00	.00	300.00	300.00	.0
20-430-370	TRAINING/TRAVEL	.00	728.40	2,000.00	1,271.60	36.4
20-430-513	PROPERTY/CASUALTY INSURANCE	3,445.75	11,337.25	13,000.00	1,662.75	87.2
20-430-514	POSITION BONDS	.00	90.00	150.00	60.00	60.0
20-430-700	DEPRECIATION RESERVE	.00	.00	.00	.00	.0
20-430-870	CONTINGENCY-OPERATIONS	.00	.00	1,000.00	1,000.00	.0
	TOTAL WATER OPERATIONS	40,840.82	213,342.98	663,622.00	450,279.02	32.2
<u>WATER DEBT SERVICE</u>						
20-830-640	DWRF LOAN - PRINCIPAL	.00	34,128.59	67,247.00	33,118.41	50.8
20-830-645	DWRF LOAN - INTEREST	.00	13,265.44	27,541.00	14,275.56	48.2
	TOTAL WATER DEBT SERVICE	.00	47,394.03	94,788.00	47,393.97	50.0
<u>WATER CAPITAL</u>						
20-930-994	SYSTEM UPGRADES	.00	.00	.00	.00	.0
20-930-995	CAPITAL CONTINGENCY	.00	.00	1.00	1.00	.0
20-930-997	CAPITAL DIRECT PURCHASE	.00	.00	.00	.00	.0
20-930-999	CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
	TOTAL WATER CAPITAL	.00	.00	1.00	1.00	.0
<u>DEPARTMENT 931</u>						
20-931-999	CONTRA DEBT SERVICE	.00	.00	.00	.00	.0
	TOTAL DEPARTMENT 931	.00	.00	.00	.00	.0
	TOTAL FUND EXPENDITURES	40,840.82	260,737.01	758,411.00	497,673.99	34.4
	NET REVENUE OVER EXPENDITURES	(39,068.22)	98,442.82	(125,911.00)	(224,353.82)	78.2

TOWN OF GRAND LAKE
BALANCE SHEET
JUNE 30, 2022

MARINA FUND

<u>ASSETS</u>		
40-100000	CASH IN COMBINED CASH FUND	294,987.00
40-109100	COLOTRUST	416,837.36
40-116000	PETTY CASH	525.00
40-117000	ACCOUNTS RECEIVABLE	.00
40-118000	ASSET - BOATS	605,947.64
40-118500	ASSET - BOATS-IN PROGRESS	.00
40-119000	ASSET - OTHER	7,480.69
40-123000	DUE TO MARINA FROM GF	.00
40-129000	ACCUM DEPRECIATION/ALL PROP	(283,018.52)
40-143100	PREPAID EXPENSES	13,037.20
		1,055,796.37
<u>TOTAL ASSETS</u>		1,055,796.37
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
40-200000	ACCOUNTS PAYABLE GENERAL	213.82
40-217000	WAGES PAYABLE	.00
40-217100	SOCIAL SECURITY PAYABLE	.00
40-217200	FEDERAL W/H PAYABLE	.00
40-217300	STATE TAX W/H PAYABLE	.00
40-217400	MEDICARE WITHHOLDING	.00
40-217500	SUTA PAYABLE	.00
40-217600	WC PAYABLE	.00
40-218100	HEALTH/DENTAL/VISION	.00
40-219100	FLEX MEDICAL	.00
40-219200	MEDICAL BENEFIT PAYABLE	.00
40-220000	ICMA W/H PAYABLE	.00
40-221000	ICMA LOAN PAYABLE	.00
40-221001	ICMA/ROTH IRA	.00
40-223000	ACCRUED VACATION PAYABLE	1,553.76
40-231000	DUE TO GF FROM MARINA	.00
40-232000	DUE TO WATER FROM MARINA	.00
		1,767.58
<u>TOTAL LIABILITIES</u>		1,767.58
<u>FUND EQUITY</u>		
40-275000	UNAPPROP. RETAINED EARNINGS	1,095,460.11
UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	(41,431.32)
		(41,431.32)
<u>TOTAL FUND EQUITY</u>		1,054,028.79
<u>TOTAL LIABILITIES AND EQUITY</u>		1,055,796.37

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>MARINA REVENUES</u>					
40-344-113 RENTALS (NON-TAXABLE)	56,550.00	60,610.01	375,000.00	314,389.99	16.2
40-344-115 TOURS	15,680.00	16,550.00	65,000.00	48,450.00	25.5
40-344-120 BUILDING SPACE RENTAL	.00	1,800.00	3,300.00	1,500.00	54.6
40-344-145 KAYAK SLIP RENTAL	150.00	1,650.00	4,000.00	2,350.00	41.3
40-344-155 SUP SLIP RENTAL	.00	.00	900.00	900.00	.0
40-344-160 MISC REVENUE	45.00	45.00	.00	(45.00)	.0
40-344-170 INTEREST EARNED	401.19	955.33	1,000.00	44.67	95.5
40-344-180 BOAT DAMAGE	.00	.00	1,000.00	1,000.00	.0
40-344-200 SALE OF ASSETS	.00	.00	20,000.00	20,000.00	.0
40-344-220 CONTRIBUTED SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL MARINA REVENUES	72,826.19	81,610.34	472,200.00	390,589.66	17.3
TOTAL FUND REVENUE	72,826.19	81,610.34	472,200.00	390,589.66	17.3

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

MARINA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA OPERATIONS</u>						
40-460-100	GROSS WAGES - MARINA	5,650.51	32,935.40	64,874.00	31,938.60	50.8
40-460-103	OT/COMP TIME BUYOUT	95.55	95.55	.00	(95.55)	.0
40-460-105	BONUS	.00	.00	1,000.00	1,000.00	.0
40-460-110	GROSS WAGES-MARINA PT/SEASONAL	20,506.08	20,506.08	141,325.00	120,818.92	14.5
40-460-119	ACCRUED LEAVE EXPENSE	.00	.00	.00	.00	.0
40-460-130	GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
40-460-131	LONGEVITY	.00	.00	.00	.00	.0
40-460-132	ICMA TOWN PAID BENEFIT	.00	.00	5,244.00	5,244.00	.0
40-460-133	HEALTH/DENTAL - EMPLOYEE	2,227.60	7,796.60	15,000.00	7,203.40	52.0
40-460-135	DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
40-460-136	MEDICAL BENEFIT ALLOWANCE	.00	468.00	1,449.00	981.00	32.3
40-460-141	UNEMPLOYMENT INSURANCE	151.50	238.83	621.00	382.17	38.5
40-460-142	WORKERS' COMPENSATION	1,893.41	6,322.85	11,035.00	4,712.15	57.3
40-460-143	SOCIAL SECURITY MATCH	1,344.66	2,539.03	13,151.00	10,611.97	19.3
40-460-144	MEDICARE MATCH	314.48	593.82	3,076.00	2,482.18	19.3
40-460-211	GENERAL OFFICE SUPPLIES	222.92	315.81	893.00	577.19	35.4
40-460-214	SMALL EQUIP/COMP HRDWARE	.00	.00	510.00	510.00	.0
40-460-222	SHOP SUPPLIES	.00	106.35	2,550.00	2,443.65	4.2
40-460-223	BOAT SUPPLIES	873.99	873.99	2,550.00	1,676.01	34.3
40-460-227	TOOLS	262.20	482.65	510.00	27.35	94.6
40-460-231	FUEL	125.58	125.58	10,200.00	10,074.42	1.2
40-460-232	VEHICLE MAINTENANCE	.00	.00	612.00	612.00	.0
40-460-233	EQUIPMENT (BOAT) MAINTENANCE	.00	30.27	15,300.00	15,269.73	.2
40-460-237	BUILDING/FACILITY MAINTENANCE	(4,409.78)	1,384.07	1,224.00	(160.07)	113.1
40-460-301	CONTRIBUTIONS	.00	.00	.00	.00	.0
40-460-312	COMPUTER SERVICES	289.40	1,346.90	1,530.00	183.10	88.0
40-460-314	ADS AND LEGAL NOTICES	1,080.00	1,093.38	2,040.00	946.62	53.6
40-460-316	DUES/MEMBERSHIPS	275.00	275.00	281.00	6.00	97.9
40-460-317	UNIFORMS	617.31	617.31	2,550.00	1,932.69	24.2
40-460-318	MISCELLANEOUS SERVICES	.00	.00	306.00	306.00	.0
40-460-320	MARKETING	.00	.00	1,020.00	1,020.00	.0
40-460-330	BANK/CREDIT CARD FEES	199.06	199.06	13,260.00	13,060.94	1.5
40-460-341	ELECTRIC UTILITY	49.37	240.19	510.00	269.81	47.1
40-460-342	SEWER UTILITY	.00	234.00	408.00	174.00	57.4
40-460-343	WATER UTILITY	.00	294.00	510.00	216.00	57.7
40-460-344	TELEPHONE/INTERNET UTILITY	119.93	569.48	1,428.00	858.52	39.9
40-460-350	BOAT REGISTRATION	80.00	80.00	893.00	813.00	9.0
40-460-351	LICENSES	.00	833.25	102.00	(731.25)	816.9
40-460-355	PURCHASED PROFESSIONAL SERV.	.00	320.00	1,020.00	700.00	31.4
40-460-360	SALES TAX	.00	.00	25,300.00	25,300.00	.0
40-460-370	TRAINING/TRAVEL	.00	.00	612.00	612.00	.0
40-460-510	LEGAL	.00	.00	.00	.00	.0
40-460-512	AUDIT	.00	1,400.00	1,326.00	(74.00)	105.6
40-460-513	PROPERTY/CASUALTY INSURANCE	801.36	2,392.08	2,040.00	(352.08)	117.3
40-460-514	POSITION BONDS	.00	20.00	300.00	280.00	6.7
40-460-515	ENGINEERING/SURVEY	.00	.00	40,000.00	40,000.00	.0
40-460-516	SITE LEASE	.00	.00	1.00	1.00	.0
40-460-700	DEPRECIATION RESERVE	.00	.00	.00	.00	.0
40-460-750	FIREWORKS	.00	33,270.00	33,500.00	230.00	99.3
40-460-870	CONTINGENCY	875.41	134.25	5,100.00	4,965.75	2.6
TOTAL MARINA OPERATIONS		33,645.54	118,133.78	425,161.00	307,027.22	27.8

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

		MARINA FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA CAPITAL</u>						
40-960-610	CAPITAL EQUIPMENT	.00	.00	130,000.00	130,000.00	.0
40-960-750	CAPITAL CONTRIBS (INTERFUND)	.00	.00	.00	.00	.0
40-960-995	FACILITIES IMPROVEMENTS	4,907.88	4,907.88	150,000.00	145,092.12	3.3
40-960-999	CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
	TOTAL MARINA CAPITAL	4,907.88	4,907.88	280,000.00	275,092.12	1.8
	TOTAL FUND EXPENDITURES	38,553.42	123,041.66	705,161.00	582,119.34	17.5
	NET REVENUE OVER EXPENDITURES	34,272.77	(41,431.32)	(232,961.00)	(191,529.68)	(17.8)

TOWN OF GRAND LAKE
BALANCE SHEET
JUNE 30, 2022

PAY-AS-YOU-THROW FUND

<u>ASSETS</u>		
50-100000	CASH IN COMBINED CASH FUND	175,381.44
50-116000	PETTY CASH	50.00
50-117000	ACCOUNTS RECEIVABLE	.00
50-127000	ASSET - BAG INVENTORY	4,333.66
50-143100	PREPAID EXPENSES	.00
		<hr/>
	TOTAL ASSETS	179,765.10
		<hr/> <hr/>
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
50-200000	ACCOUNTS PAYABLE GENERAL	1,119.80
50-223100	PREPAID ACCOUNTS	.00
50-231000	DUE TO G.F. FROM PAYT	.00
		<hr/>
	TOTAL LIABILITIES	1,119.80
<u>FUND EQUITY</u>		
50-275000	UNAPPROP. RETAINED EARNINGS	160,234.06
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<hr/> 18,411.24
	BALANCE - CURRENT DATE	<hr/> 18,411.24
	TOTAL FUND EQUITY	<hr/> 178,645.30
	TOTAL LIABILITIES AND EQUITY	<hr/> <hr/> 179,765.10

TOWN OF GRAND LAKE
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2022

PAY-AS-YOU-THROW FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>PAYT REVENUES</u>					
50-344-110 BAGS: DIRECT SALES (T)	228.00	1,302.00	4,150.00	2,848.00	31.4
50-344-115 BAGS: VENDOR PURCHASE (NT)	15,000.00	33,400.00	74,700.00	41,300.00	44.7
50-344-140 INTEREST REVENUE	.00	.00	200.00	200.00	.0
	15,228.00	34,702.00	79,050.00	44,348.00	43.9
TOTAL PAYT REVENUES					
	15,228.00	34,702.00	79,050.00	44,348.00	43.9
TOTAL FUND REVENUE					

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

PAY-AS-YOU-THROW FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PAYT OPERATIONS</u>					
50-470-200 BAGS FOR RESALE	.00	2,300.00	.00	(2,300.00)	.0
50-470-250 COGS - BAGS	.00	.00	6,000.00	6,000.00	.0
50-470-300 DUMPSTER SERVICE	2,846.46	12,879.50	30,000.00	17,120.50	42.9
50-470-301 RECYCLING CONTRIBUTION	.00	625.00	1,500.00	875.00	41.7
50-470-305 RECYCLING PROGRAM	.00	.00	5,000.00	5,000.00	.0
50-470-310 SITE LEASE	.00	.00	.00	.00	.0
50-470-312 COMPUTER SERVICES	.00	.00	450.00	450.00	.0
50-470-315 SITE MAINTENANCE	.00	66.26	20,000.00	19,933.74	.3
50-470-320 BUSINESS LICENSE	.00	.00	.00	.00	.0
50-470-350 SALES TAX	.00	.00	700.00	700.00	.0
50-470-512 AUDIT	.00	420.00	390.00	(30.00)	107.7
50-470-870 CONTINGENCY	.00	.00	.00	.00	.0
TOTAL PAYT OPERATIONS	2,846.46	16,290.76	64,040.00	47,749.24	25.4
TOTAL FUND EXPENDITURES	2,846.46	16,290.76	64,040.00	47,749.24	25.4
NET REVENUE OVER EXPENDITURES	12,381.54	18,411.24	15,010.00	(3,401.24)	122.7

TOWN OF GRAND LAKE
BALANCE SHEET
JUNE 30, 2022

CAPITAL IMPROVEMENT FUND

<u>ASSETS</u>			
90-100000	CASH IN COMBINED CASH FUND	(283,717.16)	
90-109100	COLOTRUST	715,289.22	
90-117000	ACCOUNTS RECEIVABLE	60,425.02	
	TOTAL ASSETS		<u>491,997.08</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
90-200000	ACCOUNTS PAYABLE GENERAL	274,950.58	
	TOTAL LIABILITIES		274,950.58
<u>FUND EQUITY</u>			
90-270000	SURPLUS FUND	280,500.00	
90-275000	RETAINED EARNINGS - PRIOR	68,530.39	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(131,983.89)	
	BALANCE - CURRENT DATE	(131,983.89)	
	TOTAL FUND EQUITY		<u>217,046.50</u>
	TOTAL LIABILITIES AND EQUITY		<u>491,997.08</u>

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>CIF REVENUES</u>						
90-344-110	1% SALES & USE TAX	26,085.97	122,638.01	615,252.00	492,613.99	19.9
90-344-140	INTEREST REVENUES	687.90	1,809.09	2,000.00	190.91	90.5
90-344-160	MISC REVENUE	.00	.00	.00	.00	.0
90-344-300	EV REVENUE	.00	10,000.00	.00	(10,000.00)	.0
90-344-310	COLORADO TREE CO REVENUE	.00	.00	1,500.00	1,500.00	.0
90-344-330	REVITALIZING MAIN STREET REV	99,751.22	99,751.22	100,000.00	248.78	99.8
90-344-910	DOLA 2017 TIER II PHASE 1	.00	.00	.00	.00	.0
90-344-920	DOLA 2017 TIER II PHASE 2	.00	.00	.00	.00	.0
	TOTAL CIF REVENUES	126,525.09	234,198.32	718,752.00	484,553.68	32.6
<u>CIF OTHER REVENUES</u>						
90-391-360	TXFR IN FROM WATER ENTERPRISE	.00	.00	.00	.00	.0
	TOTAL CIF OTHER REVENUES	.00	.00	.00	.00	.0
	TOTAL FUND REVENUE	126,525.09	234,198.32	718,752.00	484,553.68	32.6

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2022

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAP IMP FUND OPERATIONS</u>					
90-431-870 CONTINGENCY	.00	.00	.00	.00	.0
90-431-999 TABOR REQ'D EMERGENCY RESERVE	.00	.00	.00	.00	.0
TOTAL CAP IMP FUND OPERATIONS	.00	.00	.00	.00	.0
<u>CIF EXPENSES</u>					
90-444-300 EV EXPENSES	.00	97,630.01	.00	(97,630.01)	.0
90-444-310 COLORADO TREE COALITION EXPENS	.00	.00	1,500.00	1,500.00	.0
90-444-330 REVITALIZING MAIN STREET EXP	.00	100,170.95	110,000.00	9,829.05	91.1
TOTAL CIF EXPENSES	.00	197,800.96	111,500.00	(86,300.96)	177.4
<u>CAP IMP FUND DEBT SERVICE</u>					
90-831-471 SALES TAX BONDS - PRINCIPAL	.00	.00	115,000.00	115,000.00	.0
90-831-472 SALES TAX BONDS - INTEREST	.00	80,250.00	163,950.00	83,700.00	49.0
TOTAL CAP IMP FUND DEBT SERVICE	.00	80,250.00	278,950.00	198,700.00	28.8
<u>CAP IMP FUND CAPITAL</u>					
90-931-910 STREETSCAPE	.00	88,131.25	165,000.00	76,868.75	53.4
90-931-912 STREETSCAPE-MAINTENANCE	.00	.00	.00	.00	.0
90-931-915 STREETSCAPE PLAN/PROJECT MAN	.00	.00	.00	.00	.0
90-931-916 STREETSCAPE- BELOW GROUND	.00	.00	.00	.00	.0
90-931-917 STREETSCAPE-ABOVE GROUND	.00	.00	.00	.00	.0
90-931-918 STREETSCAPE- MISC.	.00	.00	.00	.00	.0
90-931-919 STREETSCAPE-LANDSCAPING	.00	.00	.00	.00	.0
TOTAL CAP IMP FUND CAPITAL	.00	88,131.25	165,000.00	76,868.75	53.4
TOTAL FUND EXPENDITURES	.00	366,182.21	555,450.00	189,267.79	65.9
NET REVENUE OVER EXPENDITURES	126,525.09	(131,983.89)	163,302.00	295,285.89	(80.8)

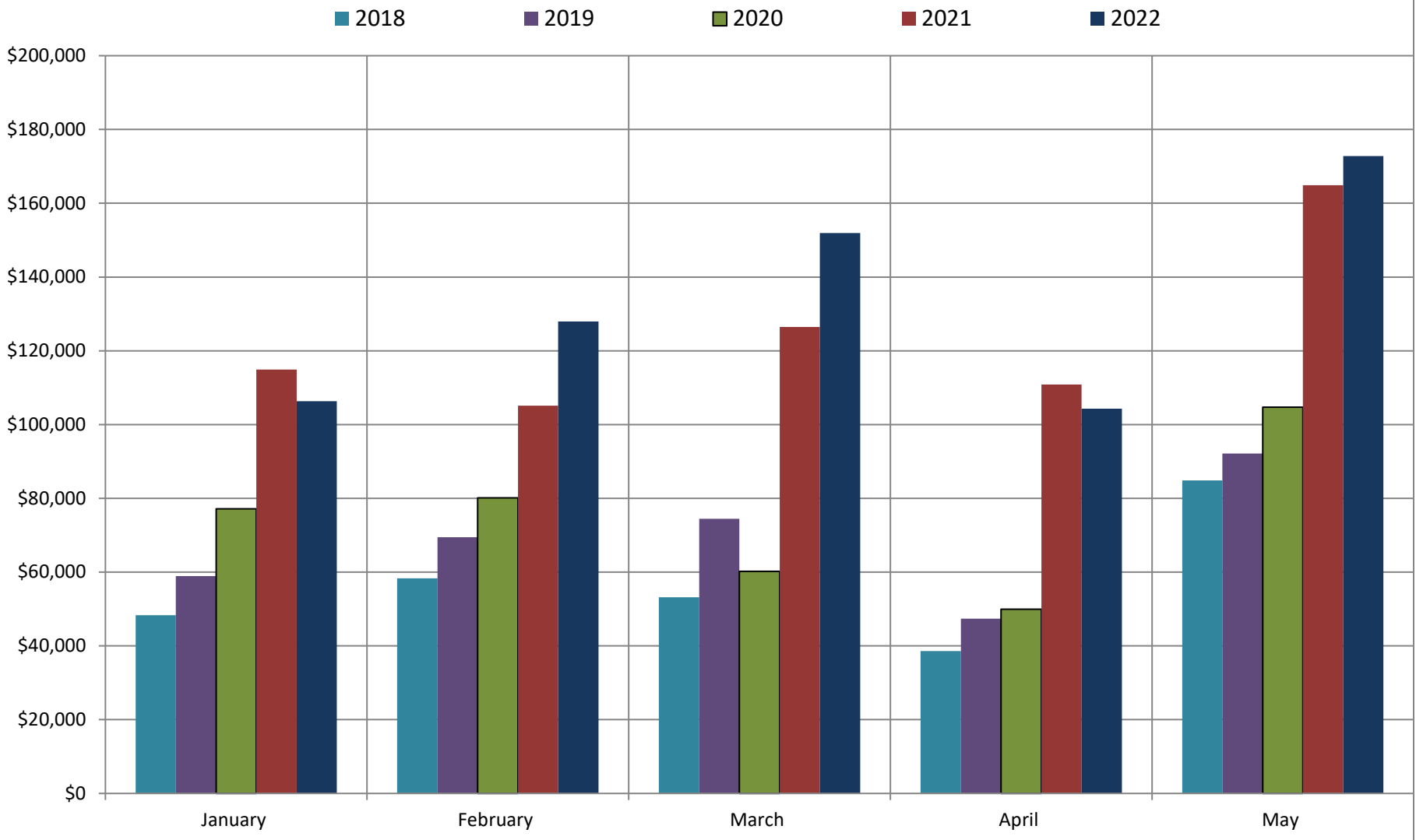
**4% SALES TAX CASH FLOW REPORT:
TOWN OF GRAND LAKE
FISCAL YEAR 2022**

Sales Month	2022	2021	Fiscal Year 2020	2019	2018
January	\$106,350	\$114,888	\$77,149	\$58,933	\$48,333
February	\$127,918	\$105,125	\$80,166	\$69,478	\$58,344
March	\$151,941	\$126,469	\$60,184	\$74,443	\$53,192
April	\$104,344	\$110,867	\$49,912	\$47,378	\$38,591
May	\$172,788	\$164,901	\$104,689	\$92,138	\$84,862
June		\$377,346	\$277,913	\$240,589	\$230,804
July		\$442,768	\$346,264	\$304,721	\$267,371
August		\$370,626	\$335,005	\$254,709	\$214,246
September		\$304,337	\$318,513	\$322,285	\$263,514
October		\$164,428	\$118,313	\$110,559	\$68,969
November		\$109,224	\$85,868	\$65,583	\$44,932
December		\$132,476	\$125,334	\$95,751	\$80,654

YEAR TO DATE CASH FLOW COMPARISON

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
2022	\$663,340	26.95%	6.60%	\$ 41,089.35	\$2,461,018
2021	\$622,251	35.72%	67.23%	\$ 250,150.06	\$1,741,825
2020	\$372,100	22.43%	8.68%	\$ 29,730.05	\$1,659,230
2019	\$342,370	24.47%	20.84%	\$ 59,047.85	\$1,398,967
2018	\$283,323	22.30%	573.99%	\$ 241,285.89	\$1,270,354

4% SALES TAX CASH FLOW 2022 YTD through May



**1% SALES TAX CASH FLOW REPORT:
TOWN OF GRAND LAKE
FISCAL YEAR 2022**

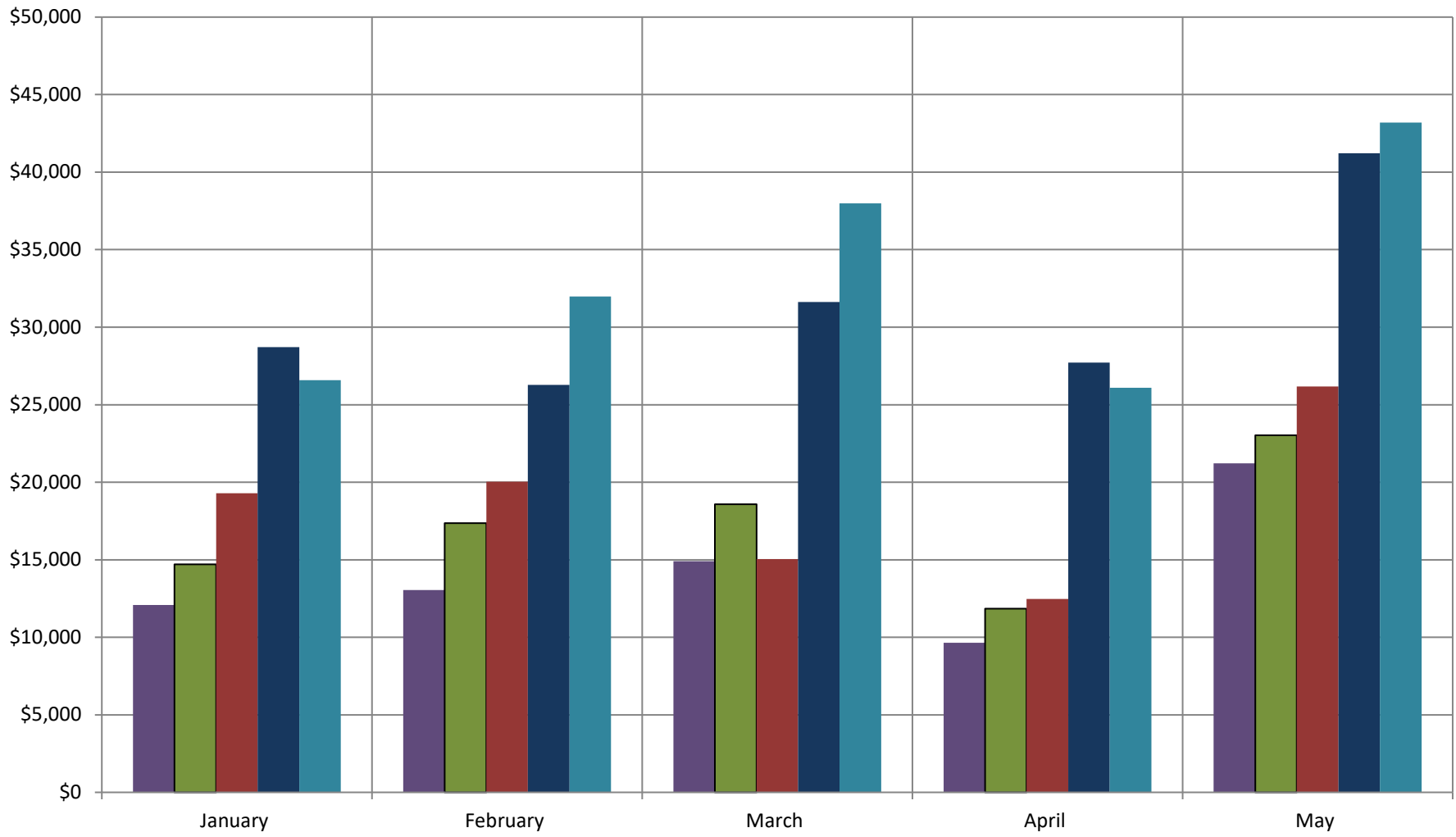
Sales Month	FISCAL YEAR				
	2022	2021	2020	2019	2018
January	\$26,587	\$28,722	\$19,287	\$14,712	\$12,082
February	\$31,979	\$26,281	\$20,042	\$17,367	\$13,041
March	\$37,985	\$31,617	\$15,046	\$18,583	\$14,915
April	\$26,086	\$27,717	\$12,478	\$11,844	\$9,638
May	\$43,197	\$41,225	\$26,172	\$23,035	\$21,219
June		\$94,336	\$69,478	\$60,147	\$57,697
July		\$110,692	\$86,566	\$76,180	\$66,841
August		\$92,656	\$83,751	\$63,677	\$53,530
September		\$76,084	\$79,628	\$80,571	\$65,870
October		\$41,107	\$29,578	\$27,640	\$17,200
November		\$27,306	\$21,467	\$16,396	\$11,248
December		\$33,119	\$31,333	\$23,938	\$19,978

YEAR TO DATE CASH FLOW COMPARISON

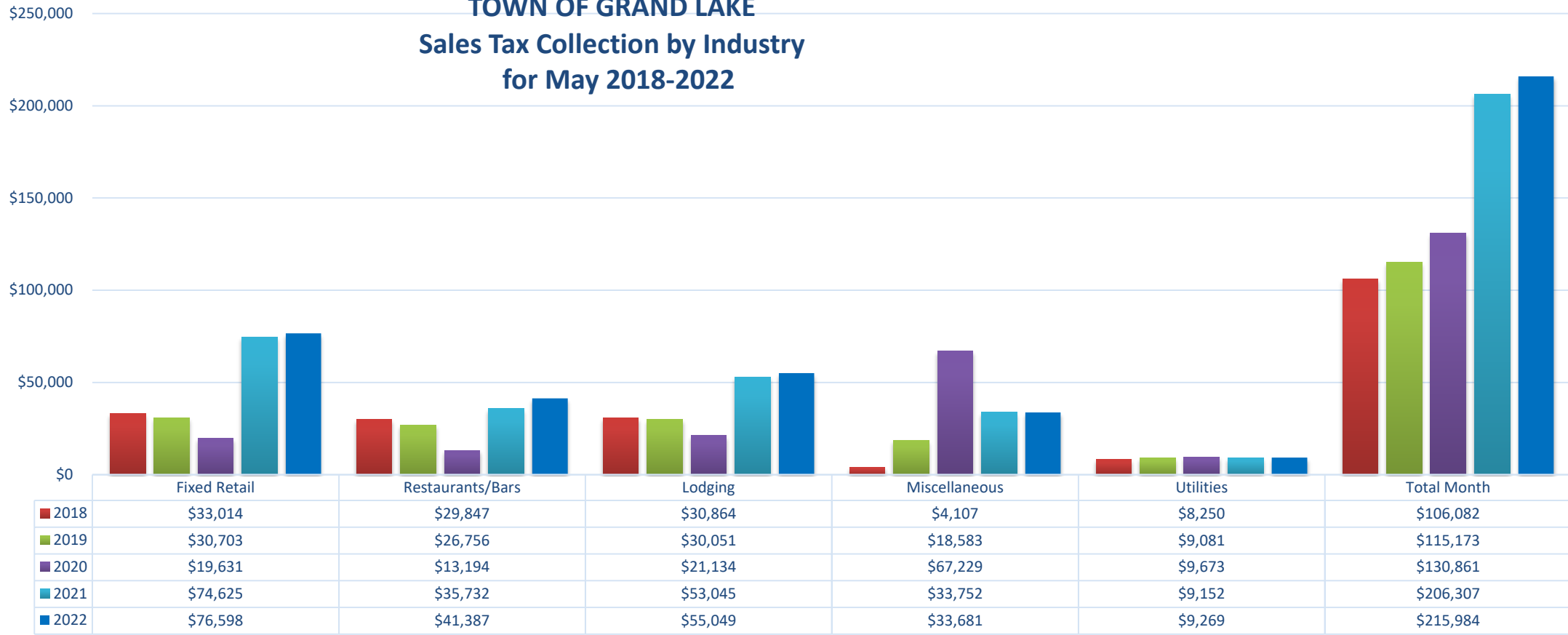
	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
2022	\$165,835	26.95%	6.60%	\$ 10,272	\$615,252.00
2021	\$155,563	35.76%	67.23%	\$ 62,538	\$435,000.00
2020	\$93,025	20.87%	8.75%	\$ 7,484	\$445,635.00
2019	\$85,541	24.04%	20.66%	\$ 14,645	\$355,882.00
2018	\$70,896	22.62%	602.95%	\$ 60,811	\$313,491.00

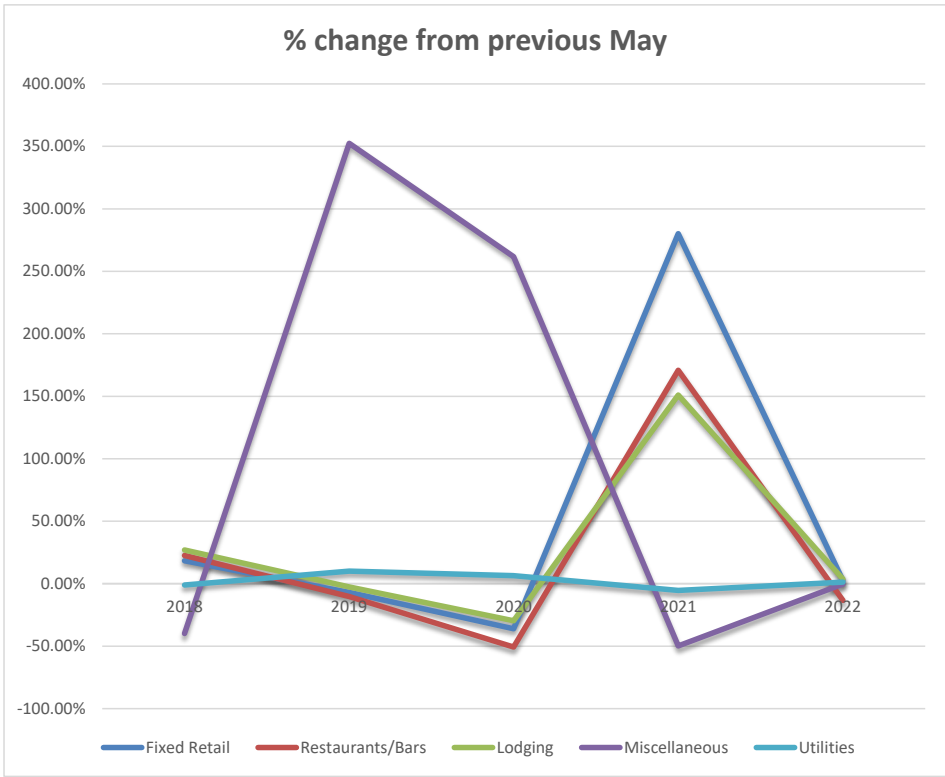
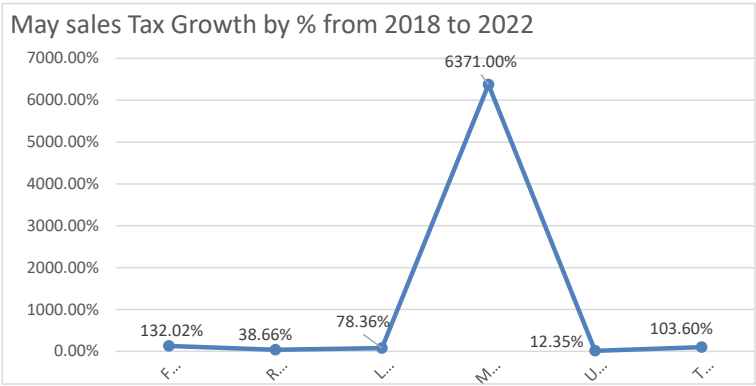
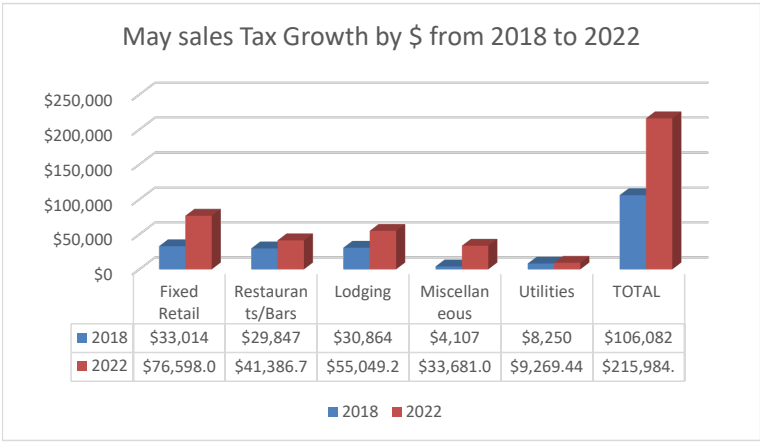
1% SALES TAX CASH FLOW 2022 YTD through May

2018 2019 2020 2021 2022

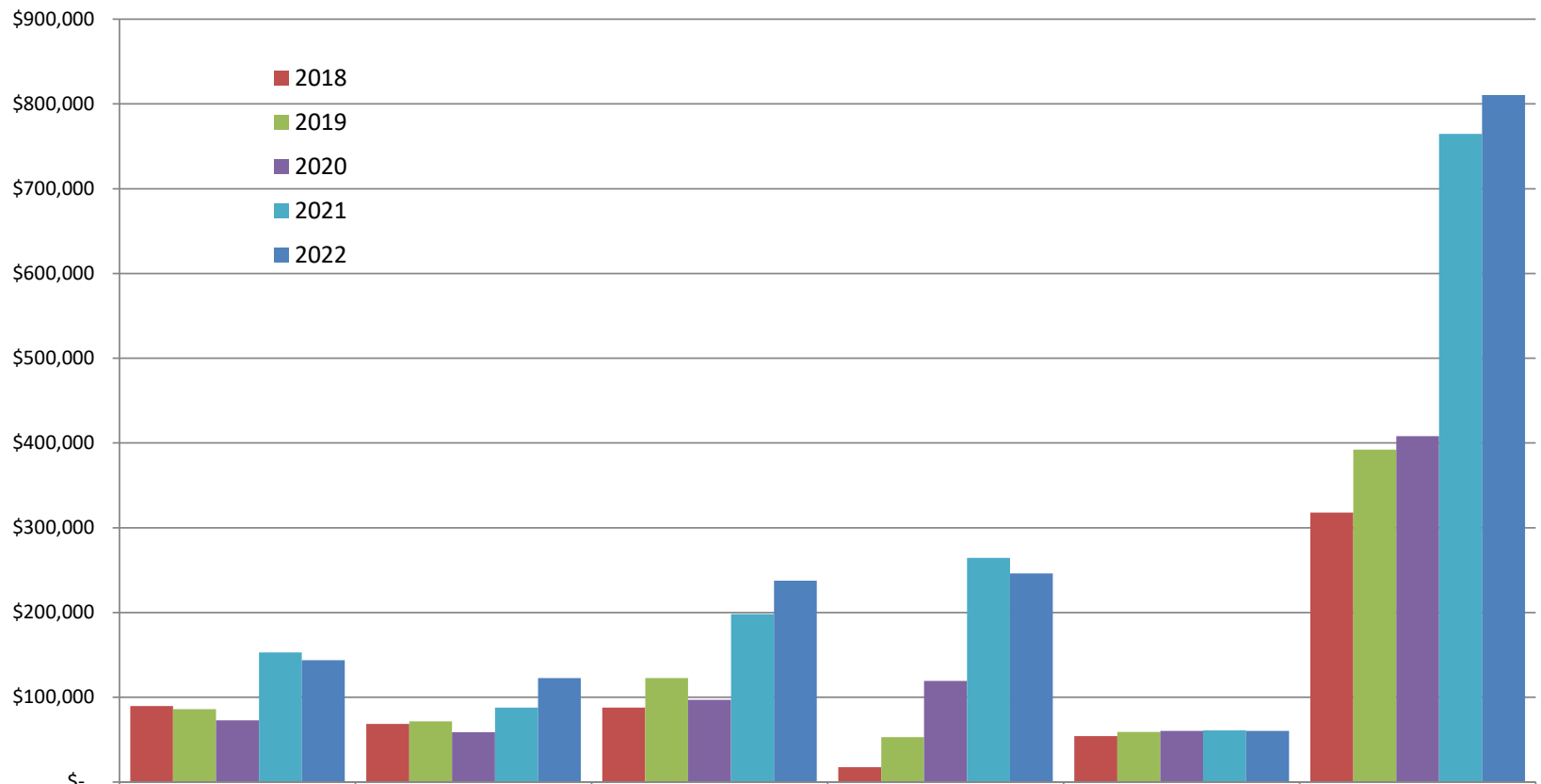


TOWN OF GRAND LAKE Sales Tax Collection by Industry for May 2018-2022





TOWN OF GRAND LAKE Sales Tax Collection by Industry for Year to Date 2018-2022 January through May YTD



	Fixed Retail	Restaurants/Bars	Lodging	Miscellaneous	Utilities	Total Year To Date
2018	\$89,609	\$68,548	\$87,873	\$17,559	\$54,346	\$317,935
2019	\$86,000	\$71,611	\$122,604	\$53,009	\$58,987	\$392,210
2020	\$72,857	\$58,704	\$97,057	\$119,188	\$60,315	\$408,121
2021	\$153,050	\$87,849	\$198,265	\$264,444	\$60,911	\$764,519
2022	\$143,758	\$122,698	\$237,679	\$245,968	\$60,468	\$810,570



**TOWN OF GRAND LAKE
TOWN BOARD
July 25, 2022**

NEW FERMENTED MALT BEVERAGE LIQUOR LICENSE- PUBLIC HEARING

- Applicant:** Sweet Goose LLC d/b/a Not-Cho Mamas
- Initiated by:** Richard Petrie, Manager/Member
- Action Proposed:** Conduct a Public Hearing to Consider the Application for a New Hotel & Restaurant, Fermented Malt Beverage Liquor License.
- Presented By:** Alayna Carrell, Town Clerk

Introduction: Sweet Goose LLC d/b/a Not-Cho Mamas, has applied for a new Hotel & Restaurant, Fermented Malt Beverage Liquor License. The applicant’s business is located at 828 Grand Avenue, #1 & #2, Grand Lake, CO 80447. The application has been reviewed by Town Attorney Krob and is in order.

Neighborhood Boundaries: The town limits of Grand Lake are the neighborhood boundaries.

Financial Details: The respective license fees have been paid.

Background Check: The application was turned over to the Grand County Sheriff’s Office, they found no adverse information that would affect the issuance of the license.

Upon fingerprint results from the Colorado Bureau of Investigation, no criminal history has been found.

Legal Requirements:

- Posting:** Notice of Hearing was posted, July 14, 2022, at: 828 Grand Avenue, #1 & #2
- Publication:** Notice of Hearing was published in the Middle Park Times on July 14, 2022, and July 21, 2022.

Attachments: Application, Individual History Records, Diagram, Articles of Organization, Certificate of Good Standing, Operating Agreement, Commercial Lease Agreement, Grand County Sheriff Office Memo, Photo of Posting: Notice of Hearing, Middle Park Times Legal Notice Publishing

Staff Recommendation

Staff recommends the Town Board approve a new Hotel & Restaurant, Fermented Malt Beverage Liquor License Application for Sweet Goose LLC d/b/a Not-Cho Mamas.

Town of Grand Lake
1026 Park Avenue
P.O. Box 99
Grand Lake, CO 80447

RECEIVED
 5-9-22

Colorado Fermented Malt Beverage License Application

<input checked="" type="checkbox"/> New License	<input checked="" type="checkbox"/> New-Concurrent	<input type="checkbox"/> Transfer of Ownership
<p>• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Local license fee \$ _____ • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor</p>		
<p>1. Applicant is applying as a/an</p> <p> <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships) <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other </p>		
<p>2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation</p> <p>Sweet Goose LLC</p>		<p>FEIN</p> <p>88-1912985</p>
<p>2a. Trade Name of Establishment (DBA)</p> <p>Not-Cho Mamas</p>		<p>State Sales Tax No.</p> <p></p> <p>Business Telephone</p> <p>480-271-5923</p>
<p>3. Address of Premises (specify exact location of premises)</p> <p>828 Grand Ave #1 & #2</p>		
<p>City</p> <p>Grand Lake</p>	<p>County</p> <p>Grand</p>	<p>State</p> <p>CO</p> <p>ZIP Code</p> <p>80447</p>
<p>4. Mailing Address (Number and Street)</p> <p>PO Box 554</p>		<p>City or Town</p> <p>Grand Lake</p> <p>State</p> <p>CO</p> <p>ZIP Code</p> <p>80447</p>
<p>5. Email Address</p> <p></p>		
<p>6. If the premises currently has a liquor or beer license, you MUST answer the following questions</p>		
<p>Present Trade Name of Establishment (DBA)</p> <p></p>	<p>Present State License No.</p> <p></p>	<p>Present Class of License</p> <p></p>
<p>Present Expiration Date</p> <p></p>		
<p>Section A Nonrefundable Application Fees</p>		<p>Section B Fermented Malt Beverage Beer License Fees</p>
<p><input type="checkbox"/> Application Fee for New License \$1,100.00</p> <p><input type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,200.00</p> <p><input type="checkbox"/> Application Fee for Transfer \$1,100.00</p>		<p><input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25</p> <p><input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50</p> <p><input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (City) \$96.25</p> <p><input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (County) \$117.50</p> <p><input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25</p> <p><input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50</p> <p><input type="checkbox"/> Master File Location Fee \$25.00 x _____ To _____</p> <p><input type="checkbox"/> Master File Background \$250.00 x _____ Total _____</p>
<p>Questions? Visit SBG.Colorado.gov/Liquor for more information Do Not Write In This Space - For Department Of Revenue Use Only</p>		
<p>Liability Information</p>		
<p>License Account Number</p> <p></p>	<p>Liability Date:</p> <p></p>	<p>License Issued Through: (Expiration Date)</p> <p></p> <p>Total</p> <p>\$</p>

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.

Questions? Visit: SBG.Colorado.gov/Liquor for more information.

Items Submitted, Please Check all Appropriate Boxes Completed or Documents Submitted	
I.	Applicant Information <input type="checkbox"/> A. Applicant/Licensee identified <input type="checkbox"/> B. State sales tax license number listed or applied for at time of application <input type="checkbox"/> C. License type or other transaction identified <input type="checkbox"/> D. Submit originals to local authority <input type="checkbox"/> E. Additional information required by the local licensing authority
II.	Diagram of the Premises <input type="checkbox"/> A. No larger than 8 1/2" X 11" <input type="checkbox"/> B. Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Bold/Outlined licensed premises
III.	Proof of Property Possession (One Year Needed) <input type="checkbox"/> A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant ONLY (matching question #2) <input type="checkbox"/> C. Lease Assignment in the name of the applicant (ONLY) with proper consent from the Landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease
IV.	Background Information (DR 8404-I) and Financial Documents <input type="checkbox"/> A. Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members) <input type="checkbox"/> B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State. Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows: IdentoGO – https://uenroll.identogo.com/ Phone: (844) 539-5539 (toll-free) Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/ Phone: (720) 292-2722 Toll Free: (833) 224-2227 Details about the vendors and fingerprinting in Colorado can be found on CBI's website here: https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks <input type="checkbox"/> C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license <input type="checkbox"/> D. List of all notes and loans.
V.	Sole Proprietor/Husband and Wife Partnership (if applicable) <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State Issued Driver's License or Identification Card for each Applicant
VI.	Corporate Applicant Information (If Applicable) <input type="checkbox"/> A. Certificate of Incorporation <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Certificate of Authorization if foreign corporation (out of state applicants only)
VII.	Partnership Applicant Information (If Applicable) <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
VIII.	Limited Liability Company Applicant Information (If Applicable) <input type="checkbox"/> A. Copy of Articles of Organization <input type="checkbox"/> B. Certificate of Good Standing <input type="checkbox"/> C. Copy of Operating Agreement (if applicable) <input type="checkbox"/> D. Certificate of Authorization if foreign LLC (out of state applicants only)

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?
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
- (a) been denied an alcohol beverage license?
 - (b) had an alcohol beverage license suspended or revoked?
 - (c) had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet

9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.
12. 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.
13. 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 NDTCO, Trustee, FBO Patricia Kreutzer Roth IRA Expires _____
Majestic Corner LLC Sweet Goose LLC 7/31/25

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.
- c. Attach a diagram or designate 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".
14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest
N/A				
N/A				

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.

15. Name of Manager(s) for all on premises applicants.

Last Name	First Name	Date of Birth
<u>Petrie</u>	<u>Richard</u>	

16. 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.

17. Tax Information. Yes No
- 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?
- 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.?

18. 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 to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name <i>Richard Petrie</i>	Home Address, City & State	Date of Birth	Position <i>MGR/Member 100</i>	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned
Name	Home Address, City & State	Date of Birth	Position	% Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>[Signature]</i>	Printed Name and Title <i>Richard Petrie, Manager/Member</i>	Date <i>5/1/22</i>
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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 44-3-311(1) C.R.S.
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Each person required to file DR 8404-I has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

- Date of Inspection or Anticipated Date _____
- Upon approval of state licensing authority
- New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied
New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

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	Printed Name	Title	Date
Signature (attest)	Printed Name	Title	Date

Tax Check Authorization, Waiver, and Request to Release Information

I, Richard Petrie am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Sweet Goose LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Sweet Goose LLC</u>		Social Security Number/Tax Identification Number <u>88-1912983</u>	
Address <u>29348 N. Lazurite Way</u>			
City <u>San Tan Valley</u>		State <u>AZ</u>	Zip <u>85143</u>
Home Phone Number		Business/Work Phone Number <u>480-271-5923</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Richard Petrie</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>R. Petrie, Manager/Member</u>			Date signed <u>5/1/22</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

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

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Sweet Goose LLC		Home Phone Number	Cellular Number 480-271-5923	
2. Your Full Name (last, first, middle) Petrie Richard John		3. List any other names you have used		
4. Mailing address (if different from residence) PO Box 554 Grand Lake CO, 80447		Email Address		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current	1101 S. Ellsworth Rd. #176	Mesa AZ 85208	9/21	present
Previous	8160 E Enrose St	Mesa AZ 85207	6/19	4/21
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				
Hilton Phoenix Airport		2435 S. 47th St Phx, AZ 85034	Bartender	10/21
Silverado Gaming Est		709 MAIN Deadwood SD 57532	Bartender	6/21 9/21
Wekopa Resort		10438 N Ft. McDowell Rd Scottsdale AZ 85264	Director Eq B	5/15-3/20
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	
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

Possession of Marijuana

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth	b. Social Security Number	c. Place of Birth	d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height	m. Weight	n. Hair Color BRN	o. Eye Color Hzl
p. Gender Male		q. Do you have a current Driver's License/ID? If so, give number and state. <input type="checkbox"/> Yes <input type="checkbox"/> No # _____ State _____	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ **20,000.00**

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ **0**

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

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

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

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

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

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature [Signature]	Print Signature R Petrie	Title Owner	Date 4/22/22
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Residence Address Cont'

1220 W Mediterranean DR.
Gilbert AZ 85233

1/1/13 - 4/1/19

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a		License Number	
<input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company			
2. Name of Licensee		3. Trade Name of Establishment (DBA)	
Sweet Goose LLC		Not-Cho Mamas	
4. Address of Premises (specify exact location of premises)		5. Business Email Address	
828 Grand Ave #1 & #2			
City	County	State	ZIP
Grand Lake	Grand	CO	80447
		Business Phone Number	
		480-271-5923	
SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.			
Section A – Manager Reg/Change		Section C	
<input checked="" type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE		<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises \$150.00 x Total Fee: <input type="checkbox"/> Addition of Optional Premises to Existing H/R \$100.00 x Total Fee: <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex \$160.00 x Total Fee: <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00	
Section B – Duplicate License			
<input type="checkbox"/> Duplicate License \$50.00			

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Winery/Limited Winery/Noncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or
Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1:

City County ZIP

(b) Address of Location 2:

City County ZIP

Change of Manager

9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)

Former manager's name

New manager's name Richard Petrie

(b) Date of Employment 5/1/22

Has manager ever managed a liquor licensed establishment? Yes No

Does manager have a financial interest in any other liquor licensed establishment? Yes No

If yes, give name and location of establishment WeKopa Resort & Conference Center

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start End (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located 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?

(If yes, explain in detail and describe any exemptions that apply) Yes No

(d) Is the proposed change in compliance with local building and zoning laws? Yes No


(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include 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.

Campus Liquor Complex Designation	<p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments hereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature 	Print name and Title Richard Petrie, Manager/Member	Date 5/1/22
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

EIN-88-191785

Colorado Secretary of State

ID#: 20211264067

Document #: 20211264067

Filed on: 03/19/2021 03:16:09 PM

Paid: \$50.00

Articles of Organization for a Limited Liability Company
filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Sweet Goose LLC

The principal office street address is 828 Grand Ave
Grand Lake CO 80447
US

The principal office mailing address is PO Box 554
Grand Lake CO 80447
US

The name of the registered agent is Sweet Goose LLC

The registered agent's street address is 828 Grand Ave
Grand Lake CO 80447
US

The registered agent's mailing address is PO Box 554
Grand Lake CO 80447
US

The person above has agreed to be appointed as the registered agent for this limited liability company.

The management of the limited liability company is vested in Members

There is at least one member of the limited liability company.

Person(s) forming the limited liability company

Sagewood Legal Services LLC
26267 Conifer Rd #203
Conifer CO 80433
US

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., and, if

applicable, the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the secretary of state, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Benjamin J Brickweg
26267 Conifer Rd #203
Conifer CO 80433
US

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,

Sweet Goose LLC

is a

Limited Liability Company

formed or registered on 03/19/2021 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 20211264067 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/18/2021 that have been posted, and by documents delivered to this office electronically through 03/19/2021 @ 15:17:55 .

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 03/19/2021 @ 15:17:55 in accordance with applicable law. This certificate is assigned Confirmation Number 13033532



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

**OPERATING AGREEMENT
OF
SWEET GOOSE LLC**

This Operating Agreement (*Agreement*) of Sweet Goose LLC, a Colorado limited liability company (*Company*), is made by the Members to provide for the governance and operations of the Company and the rights and obligations of each Member regarding the Company. This Agreement is effective on March 24, 2021, and will apply to any Additional Members admitted in accordance with its terms. In consideration of the mutual promises in this Agreement, the parties to this Agreement agree to be legally bound by its terms.

DEFINITIONS AND INTERPRETATION

- **Definitions**

For purposes of this Agreement, the following terms have the following meanings.

- **Act**

Act means the Colorado Uniform Limited Liability Act, as amended from time to time.

- **Additional Member**

Additional Member means any person not previously a Member who acquires a Membership Interest and is admitted as a Member.

- **Agreement**

Agreement means this Operating Agreement, as amended from time to time.

- **Applicable Law**

Applicable Law means the Act, the Code, the Securities Act, all pertinent provisions of any agreements with any Governmental Authority and all pertinent provisions of any Governmental Authority's:

- constitutions, treaties, statutes, laws, common law, rules, regulations, decrees, ordinances, codes, proclamations, declarations, or orders;

- consents or approvals; and

- orders, decisions, advisory opinions, interpretative opinions, injunctions, judgments, awards, and decrees.

- **Articles of Organization**

Articles of Organization means the Articles of Organization filed with the Colorado

Secretary of State as required by the Act, or any other similar instrument required to be filed by the laws of any other state in which the Company intends to conduct business.

- **Assignee**

Assignee means the recipient of a Membership Interest by assignment.

- **Capital Contribution**

Capital Contribution means the total cash and other consideration contributed and agreed to be contributed to the Company by each Member. Each initial *Capital Contribution* is shown in the Schedule A, attached and incorporated into this Agreement. *Additional Capital Contribution* means the total cash and other consideration contributed to the Company by each Member (including any Additional Member) other than the initial Capital Contribution. Any reference in this Agreement to the Capital Contribution of a current Member includes any Capital Contribution previously made by any prior Member regarding that Member's Membership Interest. The value of a Member's Capital Contribution is the amount of cash plus the Fair Market Value of other property contributed to the Company.

- **Code**

References to the *Code* or to its provisions are to the Internal Revenue Code of 1986, as amended from time to time, and any corresponding Treasury Regulations. References to the *Treasury Regulations* are to the Treasury Regulations under the Code in effect. If a particular provision of the Code is renumbered or a subsequent federal tax law supersedes the Code, any reference is to the renumbered provision or to the corresponding provision of the subsequent law, unless the result would be clearly contrary to the Members' intent as expressed in this Agreement. The same rule applies to Treasury Regulations references.

- **Company**

Company means Sweet Goose LLC, a Colorado limited liability company.

- **Fair Market Value**

Fair Market Value is defined in Section 27.28.

- **Governmental Authority**

Governmental Authority means any local, state, federal, or foreign government or its political subdivision; any agency or instrumentality of a government or its political subdivision; or any self-regulated organization or other nongovernmental regulatory authority or quasi-Governmental Authority whose rules, regulations, or orders have the force of law. Governmental Authority also means any arbitrator, court, or tribunal of competent jurisdiction.

- **Majority Vote**

Majority Vote means a ratio of more than 50 votes out of every 100 votes that may be

cast will determine the matter subject to the vote.

- **Member**

Member means any person designated in this Agreement as a Member or any person who becomes a Member under this Agreement.

- **Membership Interest**

Membership Interest means the ownership interest and rights of a Member in the Company, including the Member's right to a distributive share of the profits and losses, the distributions, and the property of the Company and the right to consent or approve Company actions. All Membership Interests are subject to the restrictions on transfer imposed by this Agreement. Each Member's Membership Interest is personal property and no Member will acquire any interest in any of the assets of the Company. Membership Interests may be adjusted from time to time under Article Four.

- **Protected Person**

Protected Person means:

- each Member;
- each Member's employees or agents; and
- each of the Company's employees, and agents.

- **Qualified Appraiser and Qualified Appraisal**

A *Qualified Appraiser* means an appraiser who is a member of the American Society of Appraisers, Business Valuations Division, and accredited to perform business appraisals or valuations by this organization; or, alternatively, a certified public accountant accredited in business valuation by the American Institute of Certified Public Accountants. A *Qualified Appraisal* means any appraisal performed by a Qualified Appraiser.

- **Securities Act**

Securities Act refers to the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations under it that are in effect at the time.

- **Taxable Year**

Taxable Year means the calendar year or any other accounting period selected by the Members. Taxable Year is synonymous with fiscal year for all purposes of this Agreement.

- **Unprotected Act**

Unprotected Act means any act, omission, or forbearance by a Protected Person that:

- is not in good faith or is not in a manner believed by the Protected Person to be in, or not opposed to, the Company's best interests;
- with respect to any criminal proceeding, the Protected Person would have

reasonable cause to believe was unlawful; or
constitutes fraud or willful misconduct.

- **Interpretation**

The following general provisions and rules of construction apply to this Agreement.

- **Singular and Plural; Gender**

Unless the context requires otherwise, words denoting the singular may be construed as plural and words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting another gender as is appropriate within the context. The word *or*, when used in a list of more than two items, may function as both a conjunction and a disjunction as the context requires or permits.

- **Headings of Articles, Sections, and Subsections**

The headings of Articles, Sections, and Subsections used within this Agreement are included solely for the reader's convenience and reference. They have no significance in the interpretation or construction of this Agreement.

- **Include, Includes, and Including**

In this Agreement, the words *include*, *includes*, and *including* mean include without limitation, includes without limitation, and including without limitation, respectively. *Include*, *includes*, and *including* are words of illustration and enlargement, not words of limitation or exclusivity.

- **Words of Obligation and Discretion**

Unless otherwise specifically provided in this Agreement or by the context in which used, the word *shall* is used to impose a duty, to command, to direct, or to require. Terms such as *may*, *is authorized to*, *is permitted to*, *is allowed to*, *has the right to*, or any variation or other words of discretion are used to allow, to permit, or to provide the discretion to choose what should be done in a particular situation, without any other requirement. Unless the decision of another party is expressly required by this Agreement, words of permission give the decision-maker the sole and absolute discretion to make the decision required in the context.

- **No Presumption against Drafting Party**

This Agreement is to be construed without giving force to any presumption or rule requiring construction or interpretation against the drafting party. No party may claim that an ambiguity in this Agreement should be construed against any other party or that there was any coercion, duress (economic or otherwise), negligent misrepresentation, or fraud (including fraud in the inducement) affecting the validity or enforcement of this Agreement.

ORGANIZATIONAL MATTERS

- **Company Formation**

The Company became a limited liability company under the laws of the State of Colorado, and specifically under the Colorado Uniform Limited Liability Act, upon filing the Articles of Organization as required by the Colorado Uniform Limited Liability Act.

- **Company's Name**

The Company's name is Sweet Goose LLC. The Members may change the name of the Company, subject to the terms of this Agreement and Applicable Law.

- **Company's Purpose**

The Company's purpose is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and all activities necessary or incidental to that purpose. The Company has all the powers necessary or convenient to carry out its purposes, including the powers granted by the Act.

- **Company's Principal Office and Location of Records**

The street address of the principal office in the United States where the Company maintains its records is 828 Grand Ave, Grand Lake, Colorado 80447.

- **Registered Agent and Registered Office**

The Company's initial Registered Agent is Sweet Goose LLC, and the Company's initial registered office is located at 828 Grand Ave, Grand Lake, Colorado 80447.

- **Company's Term**

The Company's duration is perpetual. The Company began on the date the Articles of Organization were filed with the Colorado Secretary of State and will continue until terminated or dissolved as provided in this Agreement.

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TAX MATTERS

- **Taxation as an S Corporation**

The Members shall elect to have the Company treated as a small business corporation for federal, state, and local income tax purposes under Code Section 1362(a) by filing Internal Revenue Service Form 2553 and any other applicable tax form or document required by the Code or applicable Treasury Regulations.

- **Preservation of S Corporation Election**

The Company and the Members shall take all necessary action to preserve the Company's Subchapter S election under the Code. If the Company's Subchapter S election would be terminated unintentionally because it fails to qualify as a *small business corporation* (as defined in the Code) for any reason, then the Company shall take the steps necessary to restore the Company's status as an S Corporation.

- **Allocating Profit and Loss**

The Company shall allocate all net profits and losses for each calendar year of the Company to each Member *pro rata* in accordance with the Member's respective Membership Interest during the period the profits and losses accrue. For purposes of this Section, *profits and losses* include every item of income, deduction, depreciation, gain, loss, and credit for the calendar year.

- **Legal and Accounting Costs for Tax Matters**

The Company shall pay all legal and accounting costs associated with any Internal Revenue Service proceeding regarding the Company's tax returns.

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MEMBERSHIP INTERESTS

- **Members' Interests in the Company**

The Members' interests in the Company are represented by Membership Interests that have no par value. The Company may issue certificates to the Members representing the Membership Interest held by each Member. Additional Capital Contributions will never result in Members being treated as owning different classes of Membership Interest.

- **Schedule of Members**

The Company shall maintain a schedule of all Members and the percentage and type of Membership Interests held by them (*Schedule of Members*). The Company shall update the Schedule of Members upon the issuance or transfer of any Membership Interests to any new or existing Member. The Schedule of Members as of the execution of this Agreement is attached as Schedule A.

- **Adjustment for *Non Pro Rata* Contributions**

Membership Interests will be adjusted from time to time to account for *non pro rata* additional Capital Contributions by the Members.

- **Admitting New Members**

Subject to the requirements of Article Seventeen, Additional Members may be admitted when the Company issues new Membership Interests or a Member transfers its Membership Interest. Upon compliance with Article Seventeen, a person will be admitted as an Additional Member, listed as such on the Company's books, and issued the Membership Interest.

The Company may adopt and revise rules, conventions, and procedures as the Company determines appropriate regarding the admission of Additional Members to reflect the Membership Interests at the end of the calendar year in accordance with the Members' intentions.

- **Transferability of Membership Interest**

The transferability of each Member's Membership Interest is restricted by Article Seventeen.

- **Termination of a Member's Interest**

If a Member's Interest is terminated while the Company is taxed under Subchapter S, then the Members may determine if items of income (including tax-exempt income), loss, deduction, or credit will be allocated to the withdrawing Member:

- on a *pro rata* basis as set forth in Code Section 1377(a)(1); or
- as if the Taxable Year consisted of two taxable years, the first of which ends on the date the Member's Interest terminates.

If the latter alternative is elected, all Members who were Members during the Taxable Year must consent to the election. All Members who were Members in the Company at any time during the Taxable Year must promptly sign all documents necessary to make the election and deliver them to the Company.

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CAPITALIZATION

- **Initial Capital Contributions**

As their initial Capital Contributions to the Company, the Members will contribute all of their right, title, and interest in and to the property described on the Schedule of Members. The Members agree that the property described on the Schedule of Members has the Fair Market Value (net of liabilities assumed or taken subject to or by the Company) listed opposite the described property.

- **Mandatory Additional Capital Contributions Prohibited**

The Company has no authority to require additional Capital Contributions.

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DISTRIBUTIONS

- **Distributions to Members**

Subject to Section 9.04, the Members may determine the amounts and timing of distributions to the Members. Distributions will be made on a *pro rata* basis in accordance with the Members' Membership Interests.

- **No Unlawful Distributions**

Despite any provision to the contrary in this Agreement, the Company must not make any distribution that would violate any contract or agreement to which the Company is then a party or any law, rule, regulation, order or directive of any Governmental Authority then applicable to the Company.

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COMPANY MANAGEMENT

- **Management by Members**

The Company is managed by the Members. The Members may take all actions necessary, useful, or appropriate for the ordinary management and conduct of the Company's business. The Members have the exclusive authority to manage the Company's operations and affairs, subject in all cases to Applicable Law.

- **Member's Agency Authority**

Each Member has the right and the authority to bind the Company in contracts and other dealings with Third Parties in the ordinary course of the Company's business. No Member has the right or authority to bind the Company with respect to any other matter without a vote of the Members in accordance with Section 13.02. Except with the vote of the other Members in accordance with Section 13.02, no Member may make any representation about the Company that is likely to have a material impact on the Company's business or reputation.

- **Member's Fiduciary Duties**

Each Member owes to the Company and the other Members the fiduciary duties of loyalty and care stated in Subsections (a) and (b).

- **Duty of Loyalty**

A Member's duty of loyalty includes the duties:

to account to the Company and to hold as its trustee any property, profit, or benefit derived by the Member in the conduct or winding up of the Company's activities, from a use of the Company's property by the Member, or from the appropriation of a Company business opportunity;

to refrain from dealing with the Company in the conduct or winding up of the Company's activities as or on behalf of a person having an interest adverse to the Company; and

to refrain from competing with the Company in the conduct of the Company's activities before the Company's dissolution.

- **Duty of Care**

Subject to Section 25.01, a Member's duty of care in the conduct and winding up of the Company's activities is to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.

A Member shall discharge the duties under this Agreement or under the Act and exercise any rights consistent with the contractual obligation of good faith and fair dealing. A Member does not violate a duty or obligation under this Agreement merely because the Member's conduct furthers the Member's own interest.

If this Agreement expressly relieves a Member of a responsibility that the Member would otherwise have and imposes the responsibility on one or more other Members, those Members are treated as the Member under this Section with respect to that responsibility.

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MEMBER RIGHTS AND OBLIGATIONS

- **Limited Liability of Members**

Except as required by Applicable Law, a Member's status as a Member does not obligate the Member for any debt, obligation, or liability of the Company or of other Members whether arising in contract, tort, or otherwise.

- **Power of Members**

The Members have the power to exercise all rights or powers granted to Members under the express terms of this Agreement and the Act.

- **Restrictions on Withdrawal or Dissociation Rights**

As long as a Member continues to hold any Membership Interest in the Company, the Member does not have the ability to withdraw, dissociate, or resign as a Member or receive a return of any Capital Contributions before the Company's dissolution and winding up under this Agreement and Applicable Law. A Member does not dissociate,

withdraw, or otherwise cease to be a Member because of the Member's bankruptcy or because of any event specified in the Act.

- **Company Continues after a Member's Death**

A Member's death will not cause the Company to dissolve. If a Member dies, the remaining Member or Members will continue the Company and its business.

- **No Partition Rights**

Title to the Company's assets is vested solely in the Company and not owned by any Member. Each Member, individually and on behalf of the Member's successors and assigns, expressly waives any right to have any Company property partitioned.

- **Member Expulsion**

The Company may not expel a Member under any circumstances.

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MEMBER MEETINGS AND NOTICE

- **Member Meetings**

The Members may designate when and where they meet. Meetings of the Members are not required. For any meeting of the Members, a quorum requires the presence of Members holding at least two-thirds of the Membership Interests entitled to vote at the meeting. Any time the Members are conducting business at a meeting of the Members, a quorum of the Members must be present.

- **Voting Rights**

Each Member has the right to vote the holder's proportionate Membership Interest in the Company regarding all matters that have a right to vote under this Agreement or by Applicable Law.

Example: A Member that holds 35.5% of all of the Membership Interests entitled to vote on a matter will have a 35.5% Voting Interest in the Company and will have 35.5 votes out of 100 votes that may be cast on that matter.

Unless provided otherwise by this Agreement or Applicable Law, any action of the Members requires a Majority Vote of the Members in favor of the action.

- **Action by Written Consent**

Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is taken by all the Members entitled to vote on the action.

- **Presence**

Any Member may participate in any meeting using any means of communication by which all Members participating may simultaneously hear each other during the meeting. Any Member participating in this way is considered present in person at the meeting.

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BOOKS, RECORDS, AND BANK ACCOUNTS

- **Books and Records**

The Company shall keep books of account regarding the operation of the Company at the principal office of the Company or at any other place the Company determines.

- **Accounting and Taxable Year**

The Company's Taxable Year is the calendar year. The Company will determine the Company's accounting method and the Company will file tax returns using that accounting method. The Company may adjust the Company's accounting methodology without providing prior notice to the Members in order to comply with the Code then in effect. The Members are responsible for all accounting matters of the Company.

- **Reports**

Within a reasonable time after each Taxable Year ends, the Company shall provide the information required to prepare and file individual tax returns to all Members. The Company shall prepare these financial statements at the Company's expense.

- **Member Inspection Rights**

Upon reasonable notice from each Member, the Company shall—and shall cause its officers, and employees to—provide reasonable access to each Member to Company Information during normal business hours. *Company Information* is the information accessible to the Member by exercising the inspection right to examine and copy the corporate, financial, and similar records, reports, and documents of the Company, including all books and records, minutes of proceedings, internal management documents, operations reports, reports of adverse developments, management correspondence, and communications with the Member.

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TRANSFER OF MEMBERSHIP INTERESTS

- **Transferability of Membership Interests**

No Member may transfer any Membership Interest either voluntarily or involuntarily by any means without the unanimous written consent of the Members.

. Any attempted transfer of a Membership Interest or the admission of an Additional Member in violation of this Section and Section 17.07 is null and void *ab initio*.

- **Transferee Treated as an Assignee until Admitted as an Additional Member**

The transferee of a Membership Interest will hold the interest only as an Assignee until the transferee satisfies all the requirements of Section 17.08 to become an Additional Member. As an Assignee, the transferee will have only those rights in Section 17.06.

- **Assignee's Rights, Limitations, and Obligations**

An Assignee may receive distributions from the Company to the same extent that the transferring Member would receive distributions under this Agreement, but otherwise has substantially fewer rights than a Member. An Assignee only holds a right to receive economic benefits when actually distributed by the Company in respect to the assigned Membership Interest.

Regardless of whether an Assignee is admitted as a Member, an Assignee is subject to all of the obligations of a Member.

- **Requirements to Become an Additional Member**

An Assignee or other prospective Additional Member will not become an Additional Member and will not have any rights as a Member without the unanimous written consent of all Members. The prospective Additional Member must sign all agreements and instruments requested by the Company. Any attempt to admit a Member that violates this Article will be null and void *ab initio*.

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DISSOLUTION AND LIQUIDATION

- **Dissolution Events**

The Company may only be dissolved by the Members, subject to any special vote required by the Operating Agreement or by a court. After dissolution, the Company may only conduct activities necessary to wind up its affairs.

- **Liquidation**

After dissolution, the Company will pay outstanding debts, set up any reserves required for anticipated future expenses, and distribute any remaining assets to the Members in proportion to their Membership Interests.

- **Company Property Sole Source**

Company property is the sole source for the payment of any debts or liabilities owed by the Company. Any return of Capital Contributions or liquidation amounts to the Members will be satisfied only to the extent that the Company has adequate assets. If the Company does not have adequate assets to return the Capital Contributions, the Members will not have any recourse against the Company or any other Members, except to the extent that other Members may have outstanding debts or obligations owing to the Company.

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EXCULPATION AND INDEMNIFICATION

- **Exculpation of Protected Persons**

No Protected Person is liable to the Company or any other Protected Person for any loss, damage, or claim incurred because of any action taken or not taken by the Protected Person in good-faith reliance on the provisions of this Agreement.

- **Indemnification of Protected Persons**

The Company shall indemnify, hold harmless, defend, pay, and reimburse any Protected Person against all losses, claims, damages, judgments, fines, or liabilities, including reasonable legal fees or other expenses incurred in their investigation or defense, that arise in connection with any actual or alleged act, omission, or forbearance performed or omitted on behalf of the Company or any Member in connection with the Company's business.

- **Unprotected Acts**

The exculpation and indemnification provisions of this Article are only effective if the action or omission is not an Unprotected Act and do not protect any Member from a court order to purchase the Membership Interest of another Member who successfully contends that the Member committed actionable, oppressive acts against the other Member.

- **Other Rights**

The exculpation and indemnification provisions of this Article are not exclusive of any other rights to which a Protected Person may be entitled under any other instrument or by reason of any other action or otherwise.

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GENERAL MATTERS

- **Expenses**

Except as otherwise expressly provided in this Agreement, the Company must pay all expenses (including fees and disbursements of counsel, financial advisors, and accountants) incurred in preparing and executing this Agreement, making any amendment or waiver to it, and completing the transactions contemplated by it.

- **Binding Effect**

Subject to the restrictions on transfer in this Agreement, this Agreement binds and inures to the benefit of the Members and to their respective successors, personal representatives, heirs, and assigns.

- **Further Assurances**

In connection with this Agreement and the transactions contemplated by it, the Company and each Member agree to provide further assurances if requested by the Company or any other Member. These further assurances include signing and delivering any additional documents, instruments, conveyances, and other assurances or taking any further actions necessary to carry out the provisions of or transactions contemplated by this Agreement.

- **No Waiver**

Any Member's failure to insist upon strict performance of any provision or obligation of this Agreement for any period is not a waiver of that Member's right to demand strict compliance in the future. An express or implied consent to or waiver of any breach or default in the performance of any obligations under this Agreement is not a consent to or waiver of any other breach or default in the performance of the same or of any other obligation.

- **Governing Law**

This Agreement is governed, construed, and administered according to the laws of Colorado, as from time to time amended, and any applicable federal law. No effect is given to any choice-of-law or conflict-of-law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the law of any jurisdiction other than those of the State of Colorado.

- **Attorneys' Fees**

If any party to this Agreement institutes any legal cause of action—including arbitration—against another party arising out of or relating to this Agreement, the prevailing party will be entitled to the costs incurred in conducting the cause of action, including reasonable attorneys' fees and expenses and court costs.

- **Remedies Cumulative**

Except to the extent this Agreement expressly provides otherwise, the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law, in equity, or otherwise.

- **Notices**

All notices provided for in this Agreement must be in writing, duly signed by the party giving the notice, and must be delivered, telecopied, or mailed by registered or certified mail, as follows:

- if given to the Company, to the Company's principal place of business; or
- if given to any Member, to the Member's address as reflected in the Company's books or at any other address the Member may later designate in writing.

- **Severability**

The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

- **Entire Agreement**

This Agreement, together with the Articles of Organization, and all related Exhibits, Schedules, and other agreements specifically referred to in this Agreement, constitutes the sole and entire agreement of its parties with respect to the Agreement's subject matter. This Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties with respect to the subject matter. As between or among the parties, oral statements or prior written material not specifically incorporated in this Agreement have no force or effect. The parties specifically acknowledge that, in entering into and executing this Agreement, each is relying solely upon the representations and agreements contained in this Agreement and no others.

- **Amendments**

No provision of this Agreement may be amended or modified except by a written instrument executed by all of the Members. Despite the foregoing, amendments to the Schedule of Members after any new issuance, redemption, repurchase, or transfer of Membership Interest in accordance with this Agreement may be made by the Company without the consent of or execution by the Members.

- **Multiple Originals; Validity of Copies**

This Agreement may be signed in any number of counterparts, each of which will be deemed an original. Any person may rely on a copy of this Agreement that any Member

certifies to be a true copy to the same effect as if it were an original.

• **Determination of Fair Market Value**

The *Fair Market Value* of any asset is the purchase price that a willing buyer having reasonable knowledge of relevant facts would pay a willing seller for that asset in an arm's length transaction on any date, without time constraints and without being under any compulsion to buy or sell. Fair Market Value is a good-faith determination made by the Company based on factors the Company, in its reasonable business judgment, considers relevant.

Signed:

MEMBERS:


Richard John Petrie

• **SCHEDULE A**
SCHEDULE OF MEMBERS

Member	Initial Capital Contribution	Ownership
Richard John Petrie	\$10,000	100% Membership Interest

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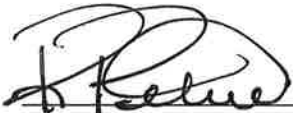
Membership Certificate

This certifies that Richard John Petrie is the lawful owner of a 100% Membership Interest in Sweet Goose LLC, a Colorado limited liability company.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE OPERATING AGREEMENT AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE AT THE COMPANY'S PRINCIPAL OFFICE. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION, OR OTHER DISPOSITION OF THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THE OPERATING AGREEMENT.

THE MEMBERSHIP INTEREST REPRESENTED BY THIS CERTIFICATE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, SOLD, ASSIGNED, PLEDGED, HYPOTHECATED, OR OTHERWISE DISPOSED OF EXCEPT UNDER A REGISTRATION STATEMENT EFFECTIVE UNDER SUCH ACT AND LAWS OR UNDER AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT.

Dated: March 24, 2021.



Richard Petrie, Authorized Signer


**ACTION OF THE SOLE ORGANIZER OF
SWEET GOOSE LLC
A COLORADO LIMITED LIABILITY COMPANY**

The undersigned, being the sole Organizer of Sweet Goose LLC, a Colorado limited liability company (**Company**), hereby takes the following action and adopts the following resolutions:

Resignation of Organizer

RESOLVED: that the undersigned, having appointed the Members of the Company, hereby resigns as the Organizer of the Company, effective as of the date hereof.

IN WITNESS WHEREOF, the undersigned has executed this Action of the Sole Organizer, effective as of the date of March 25, 2021.



Benjamin Brickweg, Organizer

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 20th day of May, 2022

BETWEEN:

**NDTCO, TRUSTEE, FBO PATRICIA KREUTZER ROTH IRA of 1070 W Century Dr, Louisville,
CO 80027, USA**
Telephone: (877) 742-1270
(the "Landlord")

OF THE FIRST PART

- AND -

SWEET GOOSE LLC of P.O. Box 554 Grand Lake, Colorado 80447
Telephone: (480) 271-5923
(the "Tenant")

OF THE SECOND PART

- AND -

Richard and Lori Petrie of 29348 N. Lazurite Way, San Tan Valley, Arizona 85143
Telephone: (480) 271-5923
(the "Guarantor")

OF THE THIRD PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Basic Terms

- 1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the

additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:

- a. Landlord: NDTCO, TRUSTEE, FBO PATRICIA KREUTZER ROTH IRA
- b. Address of NDTCO, TRUSTEE, FBO PATRICIA KREUTZER ROTH IRA: 1070 W Century Dr, Louisville, CO 80027, USA, Phone: (877) 742-1270
- c. Tenant: SWEET GOOSE LLC
- d. Address of SWEET GOOSE LLC: P.O. Box 554 Grand Lake, Colorado 80447, Phone: (480) 271-5923
- e. Operating Name of SWEET GOOSE LLC: Not-Cho Mamas
- f. Guarantor: Richard and Lori Petrie
- g. Address of Richard and Lori Petrie: 29348 N. Lazurite Way, San Tan Valley, Arizona 85143, Phone: (480) 271-5923
- h. Commencement Date of Lease: August 1, 2022
- i. Base Rent: \$3,000.00, payable per month
- j. Permitted Use of Premises: Commercial / Restaurant and Bar
- k. Security/Damage Deposit: None

Definitions

- 2. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 828 Grand Avenue #2 Grand Lake, CO 80447, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas

above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the restaurant at 828 Grand Avenue #2 Grand Lake, CO 80447, USA.
- f. "Rent" means the total of Base Rent and Additional Rent.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the Premises for only the permitted use (the "Permitted Use") of: Commercial / Restaurant and Bar.
- 4. The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimize any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained.
- 5. The Landlord reserves the right for itself and for all persons authorized by it, to erect, use and maintain wiring, mains, pipes and conduits and other means of distributing services in and through the Premises, and at all reasonable times to enter upon the Premises for the purpose of installation, maintenance or repair, and such entry will not be an interference with the Tenant's possession under this Lease.
- 6. The Landlord reserves the right, when necessary by reason of accident or in order to make repairs, alterations or improvements relating to the Premises or to other portions of the Building to cause temporary obstruction to the Common Areas and Facilities as reasonably necessary and to interrupt or

suspend the supply of electricity, water and other services to the Premises until the repairs, alterations or improvements have been completed. There will be no abatement in rent because of such obstruction, interruption or suspension provided that the repairs, alterations or improvements are made as expeditiously as is reasonably possible.

7. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

8. The term of the Lease commences at 12:00 noon on August 1, 2022 and ends at 12:00 noon on November 1, 2025 (the "Term").
9. Notwithstanding that the Term commences on August 1, 2022, the Tenant is entitled to possession of the Premises at 12:00 noon on June 1, 2022.
10. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
11. Upon 10 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
12. Upon 10 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 10 days notice.

Rent

13. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$3,000.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

14. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at P.O. Box 11, Grand Lake, Colorado 80447, or at such other place as the Landlord may later designate.
15. The Base Rent for the Premises will increase over the Term of the Lease as follows: Base rent shall increase \$3.00 per square foot ($\3.00×488 square feet = \$1,464.00 per year.)
16. The Tenant will be charged an additional amount of 10.00% of the Base Rent for any late payment of Base Rent.
17. The Tenant will be given a grace period of 5 Days to pay Rent before late payment fees are charged.
18. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base Rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.
19. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

20. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, the Tenant will pay This is a NNN lease. Tenant shall pay property taxes, insurance, utilities, HOA dues, and Common Area Maintenance (C.A.M.) monthly.
21. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.
22. The Tenant will deliver promptly to the Landlord a copy of any separate tax bills or separate assessment notices for the Premises and receipts evidencing the payment of all amounts payable by the Tenant directly to any taxing authority and will furnish such information in connection therewith as the Landlord may from time to time require.
23. The Tenant will pay to the Landlord, forthwith upon demand, the following amounts:

- a. If the Tenant or any person occupying the Premises or any part of the Premises will make an election in respect to the Premises, any additional amount payable in respect of the Premises or the Building as a result of such election, as reasonably determined by the Landlord.
 - b. An amount equal to any increase in the Operating Costs if such increase is directly or indirectly attributable to any installation in or upon the Premises or any activity or conduct on the Premises.
 - c. In such manner as the Landlord will from time to time direct, the cost of supplying all water, fuel, electricity, telephone and any other utilities used or consumed upon or serving the Premises. If the Tenant is billed for the consumption or use of such utilities directly by the appropriate utility authority, the Tenant will pay any such billings promptly when due and payable. If separate check meters are not installed in respect of utilities consumption in, upon or serving the Premises or if the Tenant is not billed for the consumption of such utilities directly by the competent authority, the Landlord will allocate to the Tenant, on a reasonable basis, a share of the total costs of all utilities consumed within the Building.
24. All amounts payable by the Tenant relating to the Operating Costs will be deemed to be rent and receivable and collectable as such notwithstanding the expiration or sooner termination of this Lease and all remedies of the Landlord for nonpayment of rent will be applicable thereto.

Landlord's Estimate

25. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination

a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Guarantees

26. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.
27. The Guarantor's obligations remain fully effective even if this Lease is disclaimed, the Landlord gives the Tenant extra time to comply with any obligation, the Landlord previously waives a default of the Tenant under this Lease, or the Landlord does not insist on strict compliance with the Lease's terms.

Use and Occupation

28. The Tenant will carry on business under the name of Not-Cho Mamas, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
29. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
30. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

31. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

32. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 10 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 10 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
33. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 10 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 10 days to rectify, unless the Tenant will commence rectification within the said 10 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 10 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.
34. If and whenever:
 - a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or

- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business;

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

- 35. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

- 36. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

- 37. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

38. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
 - e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
 - f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
 - g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
 - h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of

- reentry or termination, whichever is later;
- ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or
 - ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Renewal of Lease

39. Upon giving written notice no later than 120 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term of 2 - 3 year options. Each option shall have an annual \$3.00 per foot (488 square feet x \$3.00 = \$1,464.00 per year added every year on its commencement date). All percentage rent charged due/charged shall also have the same \$3.00 per foot per year rent increase on the maximum rent charged.

Landlord Improvements

40. The Landlord will make those improvements to the Premises that are set out in the list attached to this Lease.

Landlord Chattels

41. The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels:
- a. Any and all attached and/or detached equipment, furnishings, signage, inventory, and personal property..

Tenant Improvements

42. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

43. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.
44. The Landlord will also pay for the following utilities and other charges in relation to the Premises: HOA Dues, C.A.M., Property Taxes.

Signs

45. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Insurance

46. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
47. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.
48. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
49. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
50. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Tenant's Insurance

51. The Tenant will, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of Colorado:
 - a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$2,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.
 - b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and

damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.

- c. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.
- d. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.

52. The Tenant's policies of insurance hereinbefore referred to will contain the following:

- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
- b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
- c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
- d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation will be effective.

53. The Tenant will further during the whole of the Term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.

54. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the Tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.

55. The Tenant will not at any time during the Term use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Landlord's Insurance

56. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the Term:

- a. fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situate, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
- b. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Building (other than such boilers and pressure vessels to be insured by the Tenant hereunder); and
- c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.

57. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

Abandonment

58. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and

collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

59. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.
60. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
61. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

62. The Tenant will not register this Lease, provided, however, that:
 - a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the Term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
 - b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully

advanced.

Estoppel Certificate and Acknowledgement

63. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

64. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

65. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.
66. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.

- 67. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
- 68. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

- 69. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Attorney Fees

- 70. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

- 71. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

- 72. If there is a conflict between any provision of this Lease and the applicable legislation of the State of

Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

- 73. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

- 74. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

- 75. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

- 76. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

- 77.
 1. Tenant must operate May 20th-October 31.
 2. Smoking is prohibited on the Premises. The Tenant acknowledges that a breach of this term is considered interference with the quiet enjoyment of the premises by the Landlord and/or other tenants.
 3. No sale of any marijuana or marijuana based edible/usable products are allowed.

4. Tenant shall be responsible to clean and maintain (supply non-consumables) the community restrooms that are located on the subject property.

5. The following terms are included:

A. There is percentage rent due monthly over and above any monthly receipts of 10% of the gross revenues over the base (minimum) rent due for that month/year. Base rent begins at \$36,000.00. The 10% shall have a cap of the initial rental year of \$54,000.00. Each year the "Base/minimum" or Cap/maximum Rent" shall increase by \$1,464.00 (annual rental increases) and percentage rent shall be due on any increases.

6. This is a 3 year lease with 2 - 3 year options to rent. All rental and option increases shall be adjusted annually.

7. Tenant shall pay all base and percentage rents due months June 1 - November 1 of each year due to the seasonal aspect of the lease. Each month June 1 - November shall have rents due 2 (twice) the monthly rate. Months December 1 - May 1 shall only have NNN, utilities, HOA dues, and C.A.M. charges due.

8. Tenant shall have the right to operate 12 months a year.

9. Tenant shall operate a minimum of 5 days per week (Wednesday - Sunday) for the time periods of May 20th - October 31st.

10. This Lease is assignable by the "Landlord" at any time without the consent of the "Tenant".

11. Tenant shall have the right to use the patio areas delineated in attached exhibit.

12. Tenant shall be responsible for their own trash removal.

13. Attached are the "Floor Plan" exhibit "A" and "Site Plan" exhibit "B" which outlines the improvements and equipment to be installed by the landlord.

14. Attached is exhibit "C" a list of equipment to be supplied per the "Floor Plan". Said items are the sole property of the landlord.

Damage to Premises

78. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord will decide not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Force Majeure

79. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

Eminent Domain and Expropriation

80. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an

award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

81. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

82. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
83. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.
84. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or,

acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.

- 85. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
- 86. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
- 87. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
- 88. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
- 89. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Landlord's Repairs

- 90. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

Care and Use of Premises

- 91. The Tenant will promptly notify the Landlord of any damage, or of any situation that may

significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Landlord

- 92. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 93. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
- 94. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 95. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 96. The hallways, passages and stairs of the Building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

- 97. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of Rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the

Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

Hazardous Materials

- 98. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

- 99. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

- 100. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
 - a. the address for service of the Tenant is the Premises during this tenancy, and P.O. Box 554 Grand Lake, Colorado 80447 after this tenancy is terminated. The phone number of the Tenant is (480) 271-5923; and
 - b. the address for service of the Landlord is 1070 W Century Dr, Louisville, CO 80027, USA, both during this tenancy and after it is terminated. The phone number of the Landlord is (877) 742-1270.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

No Waiver

- 101. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the

Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

102. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Limited Liability Beyond Insurance Coverage

103. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

Remedies Cumulative

104. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

105. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease, the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will

not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

106. The Tenant authorizes the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorization that the Landlord may reasonable require to facilitate these inquiries.
107. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
108. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
109. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
110. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
111. All schedules to this Lease are incorporated into and form an integral part of this Lease.
112. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
113. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
114. Time is of the essence in this Lease.
115. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.
116. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 20th day of May, 2022

NDTCO, TRUSTEE, FBO PATRICIA KREUTZER

ROTH IRA (Landlord)
READ : APPROVED

(Witness)

Per: Patricia Kreutz (SEAL)

SWEET GOOSE LLC (Tenant)

(Witness)

Per: Robert Menger (SEAL)
Menger

(Witness)

Richard and Lori Petrie
Richard and Lori Petrie (Guarantor/Surety)

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 20th day of May, 2022

BETWEEN:

PLK LLC of P.O. Box 11, Grand Lake, Colorado 80447
Telephone: (720) 546-7390
(the "Landlord")

OF THE FIRST PART

- AND -

SWEET GOOSE LLC of P.O. Box 554, Grand Lake, Colorado 80447
Telephone: (480) 271-5923
(the "Tenant")

OF THE SECOND PART

- AND -

Richard and Lori Petrie of 29348 North Lazurite Way, San Tan Valley, Arizona 85143, USA
Telephone: 480-271-5923
(the "Guarantor")

OF THE THIRD PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Basic Terms

- 1. The following basic terms are hereby approved by the Parties and each reference in this Lease to any of the basic terms will be construed to include the provisions set forth below as well as all of the additional terms and conditions of the applicable sections of this Lease where such basic terms are more fully set forth:
 - a. Landlord: PLK LLC
 - b. Address of PLK LLC: P.O. Box 11, Grand Lake, Colorado 80447, Phone: (720) 546-7390

- c. Tenant: SWEET GOOSE LLC
 - d. Address of SWEET GOOSE LLC: P.O. Box 554, Grand Lake, Colorado 80447, Phone: (480) 271-5923
 - e. Operating Name of SWEET GOOSE LLC: Not-Cho Mamas
 - f. Guarantor: Richard and Lori Petrie
 - g. Address of Richard and Lori Petrie: 29348 North Lazurite Way, San Tan Valley, Arizona 85143, USA, Phone: 480-271-5923
 - h. Commencement Date of Lease: August 1, 2022
 - i. Base Rent: \$3,500.00, payable per month
 - j. Permitted Use of Premises: Restaurant and Bar
-
- k. Security/Damage Deposit: None

Definitions

- 2. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 828 Grand Avenue #1, Grand Lake, Colorado 80447, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities; equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
 - ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located

7. Subject to this Lease, the Tenant and its employees, customers and invitees will have the non-exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled thereto those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.

Term

8. The term of the Lease commences at 12:00 noon on August 1, 2022 and ends at 12:00 noon on November 1, 2025 (the "Term").
9. Notwithstanding that the Term commences on August 1, 2022, the Tenant is entitled to possession of the Premises at 12:00 noon on June 1, 2022.
10. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
11. Upon 10 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.
12. Upon 10 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 10 days notice.

Rent

13. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$3,500.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
14. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at P.O. Box 11, Grand Lake, Colorado 80447, or at such other place as the Landlord may later designate.
15. The Base Rent for the Premises will increase over the Term of the Lease as follows: \$3.00 per square foot annually (612 square feet x \$3.00 = \$1,836.00 per year)
16. The Tenant will be charged an additional amount of 10.00% of the Base Rent for any late payment of Base Rent.

17. The Tenant will be given a grace period of 5 days to pay Rent before late payment fees are charged.
18. In the event that this Lease commences, expires or terminates before the end of a period for which any Additional Rent or Base Rent would be payable, or other than at the start or end of a calendar month, such amounts payable by the Tenant will be apportioned pro rata on the basis of a thirty (30) day month to calculate the amount payable for such irregular period.
19. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Operating Costs

20. In addition to the Base Rent and as Additional Rent, without setoff, abatement or deduction, the Tenant will pay HOA Dues, C.A.M., Taxes, Insurance, Electric, Gas, Trash, Cable, Maintenance, water, sewer, telephone, signage.
21. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises.
22. The Tenant will deliver promptly to the Landlord a copy of any separate tax bills or separate assessment notices for the Premises and receipts evidencing the payment of all amounts payable by the Tenant directly to any taxing authority and will furnish such information in connection therewith as the Landlord may from time to time require.
23. The Tenant will pay to the Landlord, forthwith upon demand, the following amounts:
 - a. If the Tenant or any person occupying the Premises or any part of the Premises will make an election in respect to the Premises, any additional amount payable in respect of the Premises or the Building as a result of such election, as reasonably determined by the Landlord.
 - b. An amount equal to any increase in the Operating Costs if such increase is directly or indirectly attributable to any installation in or upon the Premises or any activity or conduct on the Premises.
 - c. In such manner as the Landlord will from time to time direct, the cost of supplying all water, fuel, electricity, telephone and any other utilities used or consumed upon or serving the Premises. If the Tenant is billed for the consumption or use of such utilities directly by the appropriate utility authority, the Tenant will pay any such billings promptly when due and

payable. If separate check meters are not installed in respect of utilities consumption in, upon or serving the Premises or if the Tenant is not billed for the consumption of such utilities directly by the competent authority, the Landlord will allocate to the Tenant, on a reasonable basis, a share of the total costs of all utilities consumed within the Building.

24. All amounts payable by the Tenant relating to the Operating Costs will be deemed to be rent and receivable and collectable as such notwithstanding the expiration or sooner termination of this Lease and all remedies of the Landlord for nonpayment of rent will be applicable thereto.

Landlord's Estimate

25. The Landlord may, in respect of all taxes and Operating Costs and any other items of Additional Rent referred to in this Lease compute bona fide estimates of the amounts which are anticipated to accrue in the next following lease year, calendar year or fiscal year, or portion of such year, as the Landlord may determine is most appropriate for each and of all items of Additional Rent, and the Landlord may provide the Tenant with written notice and a reasonable breakdown of the amount of any such estimate, and the Tenant, following receipt of such written notice of the estimated amount and breakdown will pay to the Landlord such amount, in equal consecutive monthly installment throughout the applicable period with the monthly installment of Base Rent. With respect to any item of Additional Rent which the Landlord has not elected to estimate from time to time, the Tenant will pay to the Landlord the amount of such item of Additional Rent, determined under the applicable provisions of this Lease, immediately upon receipt of an invoice setting out such items of Additional Rent. Within one hundred and twenty (120) days of the conclusion of each year of the Term or a portion of a year, as the case may be, calendar year or fiscal year, or portion of such year, as the case may be, for which the Landlord has estimated any item of Additional Rent, the Landlord will compute the actual amount of such item of Additional Rent, and make available to the Tenant for examination a statement providing the amount of such item of Additional Rent and the calculation of the Tenant's share of that Additional Rent for such year or portion of such year. If the actual amount of such items of Additional Rent, as set out in the any such statement, exceeds the aggregate amount of the installment paid by the Tenant in respect of such item, the Tenant will pay to the Landlord the amount of excess within fifteen (15) days of receipt of any such statement. If the contrary is the case, any such statement will be accompanied by a refund to the Tenant of any such overpayment without interest, provided that the Landlord may first deduct from such refund any rent which is then in arrears.

Guarantees

26. The Guarantor guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Lease and agrees to compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations under this Lease.

27. The Guarantor's obligations remain fully effective even if this Lease is disclaimed, the Landlord gives the Tenant extra time to comply with any obligation, the Landlord previously waives a default of the Tenant under this Lease, or the Landlord does not insist on strict compliance with the Lease's terms.

Use and Occupation

28. The Tenant will carry on business under the name of Not-Cho Mamas, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
29. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
30. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Quiet Enjoyment

31. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Default

32. If the Tenant is in default in the payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, and such default continues following any specific due date on which the Tenant is to make such payment, or in the absence of such specific due date, for the 10 days following written notice by the Landlord requiring the Tenant to pay the same then, at the option of the Landlord, this Lease may be terminated upon 10 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of

legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

33. Unless otherwise provided for in this Lease, if the Tenant does not observe, perform and keep each and every of the non-monetary covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and persists in such default, after 10 days following written notice from the Landlord requiring that the Tenant remedy, correct or comply or, in the case of such default which would reasonably require more than 10 days to rectify, unless the Tenant will commence rectification within the said 10 days notice period and thereafter promptly and diligently and continuously proceed with the rectification of any such defaults then, at the option of the Landlord, this Lease may be terminated upon 10 days notice and the term will then immediately become forfeited and void, and the Landlord may without further notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

34. If and whenever:

- a. the Tenant's leasehold interest hereunder, or any goods, chattels or equipment of the Tenant located in the Premises will be taken or seized in execution or attachment, or if any writ of execution will issue against the Tenant or the Tenant will become insolvent or commit an act of bankruptcy or become bankrupt or take the benefit of any legislation that may be in force for bankrupt or insolvent debtor or become involved in voluntary or involuntary winding up, dissolution or liquidation proceedings, or if a receiver will be appointed for the affairs, business, property or revenues of the Tenant; or
- b. the Tenant fails to commence, diligently pursue and complete the Tenant's work to be performed under any agreement to lease pertaining to the Premises or vacate or abandon the Premises, or fail or cease to operate or otherwise cease to conduct business from the Premises, or use or permit or suffer the use of the Premises for any purpose other than as permitted in this clause, or make a bulk sale of its goods and assets which has not been consented to by the Landlord, or move or commence, attempt or threaten to move its goods, chattels and equipment out of the Premises other than in the routine course of its business;

then, and in each such case, at the option of the Landlord, this Lease may be terminated without notice and the term will then immediately become forfeited and void, and the Landlord may without notice or any form of legal process immediately reenter the Premises or any part of the Premises and in the name of the whole repossess and enjoy the same as of its former state anything contained in this Lease or in any statute or law to the contrary notwithstanding.

35. In the event that the Landlord has terminated the Lease pursuant to this section, on the expiration of the time fixed in the notice, if any, this Lease and the right, title, and interest of the Tenant under this Lease will terminate in the same manner and with the same force and effect, except as to the Tenant's liability, as if the date fixed in the notice of cancellation and termination were the end of the Lease.

Distress

36. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

37. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

38. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of

the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

39. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
40. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs at all reasonable times. However, except where the Landlord or its agents consider it is an emergency, the Landlord must have given not less than 24 hours' prior written notice to the Tenant.
41. The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.
42. The Landlord may inspect the Tenant's goods on the Premises and the Tenant's records relating to those goods during normal business hours, with at least five (5) days' written notice, to identify the nature of the goods, compliance with this Lease, or compliance with any laws, regulations, or other rules.

Renewal of Lease

43. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

Landlord Improvements

44. The Landlord will make the following improvements to the Premises:
 - a. See attached list.

Landlord Chattels

45. The Landlord agrees to supply and the Tenant agrees to use and maintain in reasonable condition, normal wear and tear excepted, the following chattels:
 - a. any and all equipment of attached list.

Tenant Improvements

46. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
- b. removing or adding walls, or performing any structural alterations;
- c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
- d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
- e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
- f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

- 47. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, telephone, internet and cable.
- 48. The Tenant is responsible for paying to the Landlord the following utilities and other charges: water and sewer.
- 49. The Tenant will also pay to the Landlord the following utilities and other charges in relation to the Premises: HOA Dues, C.A.M., Sewer, Water.

Signs

- 50. The Tenant may erect, install and maintain a sign of a kind and size in a location, all in accordance with the Landlord's design criteria for the Building and as first approved in writing by the Landlord. All other signs, as well as the advertising practices of the Tenant, will comply with all applicable rules and regulations of the Landlord. The Tenant will not erect, install or maintain any sign other than in accordance with this section.

Insurance

- 51. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
- 52. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.

- 53. The Tenant is responsible for insuring the Premises for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.
- 54. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
- 55. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Tenant's Insurance

- 56. The Tenant will, during the whole of the Term and during such other time as the Tenant occupies the Premises, take out and maintain the following insurance, at the Tenant's sole expense, in such form as used by solvent insurance companies in the State of Colorado:
 - a. Comprehensive general liability insurance against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises, or the Tenant's business on or about the Premises; such insurance to be in the joint name of the Tenant and the Landlord so as to indemnify and protect both the Tenant and the Landlord and to contain a 'cross liability' and 'severability of interest' clause so that the Landlord and the Tenant may be insured in the same manner and to the same extent as if individual policies had been issued to each, and will be for the amount of not less than \$2,000,000.00 combined single limit or such other amount as may be reasonably required by the Landlord from time to time; such comprehensive general liability insurance will for the Tenant's benefit only include contractual liability insurance in a form and of a nature broad enough to insure the obligations imposed upon the Tenant under the terms of this Lease.
 - b. All risks insurance upon its merchandise, stock-in-trade, furniture, fixtures and improvements and upon all other property in the Premises owned by the Tenant or for which the Tenant is legally liable, and insurance upon all glass and plate glass in the Premises against breakage and damage from any cause, all in an amount equal to the full replacement value of such items, which amount in the event of a dispute will be determined by the decision of the Landlord. In the event the Tenant does not obtain such insurance, it is liable for the full costs of repair or replacement of such damage or breakage.
 - c. Boiler and machinery insurance on such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Tenant in the Premises.
 - d. Owned automobile insurance with respect to all motor vehicles owned by the Tenant and operated in its business.
- 57. The Tenant's policies of insurance hereinbefore referred to will contain the following:

- a. provisions that the Landlord is protected notwithstanding any act, neglect or misrepresentation of the Tenant which might otherwise result in the avoidance of claim under such policies will not be affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insured(s);
 - b. provisions that such policies and the coverage evidenced thereby will be primary and noncontributing with respect to any policies carried by the Landlord and that any coverage carried by the Landlord will be excess coverage;
 - c. all insurance referred to above will provide for waiver of the insurer's rights of subrogation as against the Landlord; and
 - d. provisions that such policies of insurance will not be cancelled without the insurer providing the Landlord thirty (30) days' written notice stating when such cancellation will be effective.
58. The Tenant will further during the whole of the Term maintain such other insurance in such amounts and in such sums as the Landlord may reasonably determine from time to time. Evidence satisfactory to the Landlord of all such policies of insurance will be provided to the Landlord upon request.
59. The Tenant will not do, omit or permit to be done or omitted upon the Premises anything which will cause any rate of insurance upon the Building or any part of the Building to be increased or cause such insurance to be cancelled. If any such rate of insurance will be increased as previously mentioned, the Tenant will pay to the Landlord the amount of the increase as Additional Rent. If any insurance policy upon the Building or any part of the Building is cancelled or threatened to be cancelled by reason of the use or occupancy by the Tenant or any such act or omission, the Tenant will immediately remedy or rectify such use, occupation, act or omission upon being requested to do so by the Landlord, and if the Tenant fails to so remedy or rectify, the Landlord may at its option terminate this Lease and the Tenant will immediately deliver up possession of the Premises to the Landlord.
60. The Tenant will not at any time during the Term use, exercise, carry on or permit or suffer to be used, exercised, carried on, in or upon the Premises or any part of the Premises, any noxious, noisome or offensive act, trade business occupation or calling, and no act, matter or thing whatsoever will at any time during the said term be done in or upon the Premises, or any part Premises, which will or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the Building, or adjoining lands or premises.

Landlord's Insurance

61. The Landlord will take out or cause to be taken out and keep or cause to be kept in full force and effect during the whole of the Term:

- a. fire and extended coverage insurance on the Building, except foundations, on a replacement cost basis, subject to such deductions and exceptions as the Landlord may determine; such insurance will be in a form or forms normally in use from time to time for buildings and improvements of a similar nature similarly situated, including, should the Landlord so elect, insurance to cover any loss of rental income which may be sustained by the Landlord;
 - b. boiler and machinery insurance of such boilers and pressure vessels as may be installed by, or under the exclusive control of, the Landlord in the Building (other than such boilers and pressure vessels to be insured by the Tenant hereunder); and
 - c. comprehensive general liability insurance against claims for bodily injury, including death and property damage in such form and subject to such deductions and exceptions as the Landlord may determine; provided that nothing in this clause will prevent the Landlord from providing or maintaining such lesser, additional or broader coverage as the Landlord may elect in its discretion.
62. The Landlord agrees to request its insurers, upon written request of the Tenant, to have all insurance taken out and maintained by the Landlord provide for waiver of the Landlord's insurers' rights of subrogation as against the Tenant when and to the extent permitted from time to time by its insurers.

Abandonment

63. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Subordination and Attornment

64. This Lease and the Tenant's rights under this Lease will automatically be subordinate to any mortgage or mortgages, or encumbrance resulting from any other method of financing or refinancing, now or afterwards in force against the Lands or Building or any part of the Lands or

Building, as now or later constituted, and to all advances made or afterwards made upon such security; and, upon the request of the Landlord, the Tenant will execute such documentation as may be required by the Landlord in order to confirm and evidence such subordination.

- 65. The Tenant will, in the event any proceedings are brought, whether in foreclosure or by way of the exercise of the power of sale or otherwise, under any other mortgage or other method of financing or refinancing made by the Landlord in respect of the Building, or any portion of the Building, attorn to the encumbrancer upon any such foreclosure or sale and recognize such encumbrancer as the Landlord under this Lease, but only if such encumbrancer will so elect and require.
- 66. Upon the written request of the Tenant, the Landlord agrees to request any mortgagee or encumbrancer of the Lands (present or future) to enter into a non-disturbance covenant in favor of the Tenant, whereby such mortgagee or encumbrancer will agree not to disturb the Tenant in its possession and enjoyment of the Premises for so long as the Tenant is not in default under this Lease.

Registration of Caveat

- 67. The Tenant will not register this Lease, provided, however, that:
 - a. The Tenant may file a caveat respecting this Lease but will not be entitled to attach this Lease, and, in any event, will not file such caveat prior to the commencement date of the Term. The caveat will not state the Base Rent or any other financial provisions contained in this Lease.
 - b. If the Landlord's permanent financing has not been fully advanced, the Tenant covenants and agrees not to file a caveat until such time as the Landlord's permanent financing has been fully advanced.

Estoppel Certificate and Acknowledgement

- 68. Whenever requested by the Landlord, a mortgagee or any other encumbrance holder or other third party having an interest in the Building or any part of the Building, the Tenant will, within ten (10) days of the request, execute and deliver an estoppel certificate or other form of certified acknowledgement as to the Commencement Date, the status and the validity of this Lease, the state of the rental account for this Lease, any incurred defaults on the part of the Landlord alleged by the Tenant, and such other information as may reasonably be required.

Sale by Landlord

- 69. In the event of any sale, transfer or lease by the Landlord of the Building or any interest in the Building or portion of the Building containing the Premises or assignment by the Landlord of this Lease or any interest of the Landlord in the Lease to the extent that the purchaser, transferee, tenant or assignee assumes the covenants and obligations of the Landlord under this Lease, the Landlord will without further written agreement be freed and relieved of liability under such covenants and

obligations. This Lease may be assigned by the Landlord to any mortgagee or encumbrancee of the Building as security.

Tenant's Indemnity

- 70. The Tenant will and does hereby indemnify and save harmless the Landlord of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which the Landlord will or may become liable, incur or suffer by reason of a breach, violation or nonperformance by the Tenant of any covenant, term or provision hereof or by reason of any construction or other liens for any work done or materials provided or services rendered for alterations, improvements or repairs, made by or on behalf of the Tenant to the Premises, or by reason of any injury occasioned to or suffered by any person or damage to any property, or by reason of any wrongful act or omission, default or negligence on the part of the Tenant or any of its agents, concessionaires, contractors, customers, employees, invitees or licensees in or about the Building, or any losses caused, or contributed to, by any trespasser while that trespasser is on the Premises.
- 71. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury, or damage to persons or property resulting from falling plaster, steam, electricity, water, rain, snow or dampness, or from any other cause.
- 72. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss or damage caused by acts or omissions of other tenants or occupants, their employees or agents or any persons not the employees or agents of the Landlord, or for any damage caused by the construction of any public or quasi-public works, and in no event will the Landlord be liable for any consequential or indirect damages suffered by the Tenant.
- 73. It is agreed between the Landlord and the Tenant that the Landlord will not be liable for any loss, injury or damage caused to persons using the Common Areas and Facilities or to vehicles or their contents or any other property on them, or for any damage to property entrusted to its or their employees, or for the loss of any property by theft or otherwise, and all property kept or stored in the Premises will be at the sole risk of the Tenant.

Liens

- 74. The Tenant will immediately upon demand by the Landlord remove or cause to be removed and afterwards institute and diligently prosecute any action pertinent to it, any builders' or other lien or claim of lien noted or filed against or otherwise constituting an encumbrance on any title of the Landlord. Without limiting the foregoing obligations of the Tenant, the Landlord may cause the same to be removed, in which case the Tenant will pay to the Landlord as Additional Rent, such cost including the Landlord's legal costs.

Attorney Fees

75. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees.

Governing Law

76. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

77. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

78. If there is a conflict between any provision of this Lease and any form of lease prescribed by the Act, that prescribed form will prevail and such provisions of the lease will be amended or deleted as necessary in order to comply with that prescribed form. Further, any provisions that are required by that prescribed form are incorporated into this Lease.

Amendment of Lease

79. Any amendment or modification of this Lease or additional obligation assumed by either party to this Lease in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Assignment and Subletting

80. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Bulk Sale

81. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the

Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Additional Provisions

82. 1. Tenant must operate May 20th-October 31.

2. Smoking is prohibited on the premises. The tenant acknowledges that a breach of this term is considered interference with the quiet enjoyment of the premises by the landlord and/or other tenants.

3. No sale of any marijuana based edible/usable products is allowed.

4. Tenant shall be responsible to clean and maintain (supply non-consumables) the community restrooms that are located on the subject property.

5. There is percentage rent due monthly over and above any monthly receipts of 10% of the gross revenues over the base (minimum) rent due for that month/year. Base rent begins at \$42,000.00. The 10% shall have a cap of the initial rental year of \$60,000.00. Each year "Base/minimum" or "Cap/maximum Rent" shall increase by \$1,836.00 (annual rental increases) and percentage rent shall be due on any increases.

6. This a 3 year lease with 2 - 3 year options to rent. All rental and option increases shall be adjusted annually.

7. Tenant shall pay all base and percentage rents due months June 1 - November 1 of each year due to the seasonal aspect of the lease. Each month June 1 - November 1 shall have rents due 2 (twice) the monthly rate. Months December 1 - May 1 shall only have NNN, utilities, HOA Dues, and C.A.M. charges due.

8. Tenant shall have the right to operate 12 months per year.

9. Tenant shall operate a minimum of 5 days per week (Wednesday - Sunday) for the time periods of May 20th - October 31st.

10. This lease is assignable by the "Landlord" at any time without the consent of the "Tenant".

11. Tenant shall have the right to use the patio areas delineated in the attached exhibit.

- 12. Tenant shall be responsible for their own trash removal.

- 13. Attached are the "Floor Plan" exhibit "A" and "Site Plan" exhibit "B" which outlines the improvements and equipment to be installed by the landlord.

- 14. Attached is exhibit "C" a list of equipment to be supplied per the "Floor Plan". Said items are the sole property of the Landlord.

- 15. The \$15,000.00 payment made upon signing of this lease is non-refundable towards tenant improvements. The funds are not rental or deposit payments.

Damage to Premises

- 83. If the Premises, or any part of the Premises, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Premises will be promptly repaired by the Landlord and there will be an abatement of rent corresponding with the time during which, and the extent to which, the Premises may have been untenantable. However, if the Premises should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor to the extent that the Landlord decides not to rebuild or repair, the term of this Lease will end and the Rent will be prorated up to the time of the damage.

Force Majeure

- 84. In the event that the Landlord or the Tenant will be unable to fulfill, or shall be delayed or prevented from the fulfillment of, any obligation in this Lease by reason of municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay. municipal delays in providing necessary approvals or permits, the other party's delay in providing approvals as required in this Lease, strikes, third party lockouts, fire, flood, earthquake, lightning, storm, acts of God or our Country's enemies, riots, insurrections or other reasons of like nature beyond the reasonable control of the party delayed or prevented from fulfilling any obligation in this Lease (excepting any delay or prevention from such fulfillment

caused by a lack of funds or other financial reasons) and provided that such party uses all reasonable diligence to overcome such unavoidable delay, then the time period for performance of such an obligation will be extended for a period equivalent to the duration of such unavoidable delay.

Eminent Domain and Expropriation

85. If during the Term, title is taken to the whole or any part of the Building by any competent authority under the power of eminent domain or by expropriation, which taking, in the reasonable opinion of the Landlord, does not leave a sufficient remainder to constitute an economically viable building, the Landlord may at its option, terminate this Lease on the date possession is taken by or on behalf of such authority. Upon such termination, the Tenant will immediately deliver up possession of the Premises, Base Rent and any Additional Rent will be payable up to the date of such termination, and the Tenant will be entitled to be repaid by the Landlord any rent paid in advance and unearned or an appropriate portion of that rent. In the event of any such taking, the Tenant will have no claim upon the Landlord for the value of its property or the unexpired portion of the Term, but the Parties will each be entitled to separately advance their claims for compensation for the loss of their respective interests and to receive and retain such compensation as may be awarded to each respectively. If an award of compensation made to the Landlord specifically includes an award for the Tenant, the Landlord will account for that award to the Tenant and vice versa.

Condemnation

86. A condemnation of the Building or any portion of the Premises will result in termination of this Lease. The Landlord will receive the total of any consequential damages awarded as a result of the condemnation proceedings. All future rent installments to be paid by the Tenant under this Lease will be terminated.

Tenant's Repairs and Alterations

- 87. The Tenant covenants with the Landlord to occupy the Premises in a tenant-like manner and not to permit waste. The Tenant will at all times and at its sole expense, subject to the Landlord's repair, maintain and keep the Premises, reasonable wear and tear, damage by fire, lightning, tempest, structural repairs, and repairs necessitated from hazards and perils against which the Landlord is required to insure excepted. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building.
- 88. The Tenant covenants with the Landlord that the Landlord, its servants, agents and workmen may enter and view the state of repair of the Premises and that the Tenant will repair the Premises

according to notice in writing received from the Landlord, subject to the Landlord's repair obligations. If the Tenant refuses or neglects to repair as soon as reasonably possible after written demand, the Landlord may, but will not be obligated to, undertake such repairs without liability to the Tenant for any loss or damage that may occur to the Tenant's merchandise, fixtures or other property or to the Tenant's business by such reason, and upon such completion, the Tenant will pay, upon demand, as Additional Rent, the Landlord's cost of making such repairs plus fifteen percent (15%) of such cost for overhead and supervision.

89. The Tenant will keep in good order, condition and repair the non-structural portions of the interior of the Premises and every part of those Premises, including, without limiting the generality of the foregoing, all equipment within the Premises, fixtures, walls, ceilings, floors, windows, doors, plate glass and skylights located within the Premises. Without limiting the generality of the foregoing, the Tenant will keep, repair, replace and maintain all glass, wiring, pipes and mechanical apparatus in, upon or serving the Premises in good and tenantable repair at its sole expense. When it becomes (or, acting reasonably, should have become) aware of same, the Tenant will notify the Landlord of any damage to or deficiency or defect in any part of the Premises or the Building. The Tenant will not use or keep any device which might overload the capacity of any floor, wall, utility, electrical or mechanical facility or service in the Premises or the Building.
90. The Tenant will not make or permit others to make alterations, additions or improvements or erect or have others erect any partitions or install or have others install any trade fixtures, exterior signs, floor covering, interior or exterior lighting, plumbing fixtures, shades, awnings, exterior decorations or make any changes to the Premises or otherwise without first obtaining the Landlord's written approval thereto, such written approval not to be unreasonably withheld in the case of alterations, additions or improvements to the interior of the Premises.
91. The Tenant will not install in or for the Premises any special locks, safes or apparatus for air-conditioning, cooling, heating, illuminating, refrigerating or ventilating the Premises without first obtaining the Landlord's written approval thereto. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant.
92. When seeking any approval of the Landlord for Tenant repairs as required in this Lease, the Tenant will present to the Landlord plans and specifications of the proposed work which will be subject to the prior approval of the Landlord, not to be unreasonably withheld or delayed.
93. The Tenant will promptly pay all contractors, material suppliers and workmen so as to minimize the possibility of a lien attaching to the Premises or the Building. Should any claim of lien be made or filed the Tenant will promptly cause the same to be discharged.
94. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.

Landlord's Repairs

95. The Landlord covenants and agrees to effect at its expense repairs of a structural nature to the structural elements of the roof, foundation and outside walls of the Building, whether occasioned or necessitated by faulty workmanship, materials, improper installation, construction defects or settling, or otherwise, unless such repair is necessitated by the negligence of the Tenant, its servants, agents, employees or invitees, in which event the cost of such repairs will be paid by the Tenant together with an administration fee of fifteen percent (15%) for the Landlord's overhead and supervision.

Care and Use of Premises

- 96. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises or to any furnishings or other property supplied by the Landlord
- 97. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
- 98. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
- 99. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 100. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
- 101. The hallways, passages and stairs of the Building in which the Premises are situated will be used for no purpose other than going to and from the Premises and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.

Surrender of Premises

102. The Tenant covenants to surrender the Premises, at the expiration of the tenancy created in this Lease, in the same condition as the Premises were in upon delivery of possession under this Lease, reasonable wear and tear, damage by fire or the elements, and unavoidable casualty excepted, and agrees to surrender all keys for the Premises to the Landlord at the place then fixed for payment of Rent and will inform the Landlord of all combinations to locks, safes and vaults, if any. All alterations, additions and improvements constructed or installed in the Premises and attached in any manner to the floor, walls or ceiling, including any leasehold improvements, equipment, floor covering or fixtures (including trade fixtures), will remain upon and be surrendered with the Premises and will become the absolute property of the Landlord except to the extent that the Landlord requires removal of such items. If the Tenant abandons the Premises or if this Lease is terminated before the proper expiration of the Term due to a default on the part of the Tenant then, in

such event, as of the moment of default of the Tenant all trade fixtures and furnishings of the Tenant (whether or not attached in any manner to the Premises) will, except to the extent the Landlord requires the removal of such items, become and be deemed to be the property of the Landlord without indemnity to the Tenant and as liquidated damages in respect of such default but without prejudice to any other right or remedy of the Landlord. Notwithstanding that any trade fixtures, furnishings, alterations, additions, improvements or fixtures are or may become the property of the Landlord, the Tenant will immediately remove all or part of the same and will make good any damage caused to the Premises resulting from the installation or removal of such fixtures, all at the Tenant's expense, should the Landlord so require by notice to the Tenant. If the Tenant, after receipt of such notice from the Landlord, fails to promptly remove any trade fixtures, furnishings, alterations, improvements and fixtures in accordance with such notice, the Landlord may enter into the Premises and remove from the Premises all or part of such trade fixtures, furnishings, alterations, additions, improvements and fixtures without any liability and at the expense of the Tenant, which expense will immediately be paid by the Tenant to the Landlord. The Tenant's obligation to observe or perform the covenants contained in this Lease will survive the expiration or other termination of the Term.

Hazardous Materials

103. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

104. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

Address for Notice

105. For any matter relating to this tenancy, whether during or after this tenancy has been terminated:
- a. the address for service of the Tenant is the Premises during this tenancy, and P.O. Box 554, Grand Lake, Colorado 80447 after this tenancy is terminated. The phone number of the Tenant is (480) 271-5923; and
 - b. the address for service of the Landlord is P.O. Box 11, Grand Lake, Colorado 80447, both during this tenancy and after it is terminated. The phone number of the Landlord is (720) 546-7390.

The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Lease.

No Waiver

106. No provision of this Lease will be deemed to have been waived by the Landlord unless a written waiver from the Landlord has first been obtained and, without limiting the generality of the foregoing, no acceptance of rent subsequent to any default and no condoning, excusing or overlooking by the Landlord on previous occasions of any default nor any earlier written waiver will be taken to operate as a waiver by the Landlord or in any way to defeat or affect the rights and remedies of the Landlord.

Landlord's Performance

107. Notwithstanding anything to the contrary contained in this Lease, if the Landlord is delayed or hindered or prevented from the performance of any term, covenant or act required under this Lease by reason of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God or other reason, whether of a like nature or not, which is not the fault of the Landlord, then performance of such term, covenant or act will be excused for the period of the delay and the Landlord will be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

Limited Liability Beyond Insurance Coverage

108. Notwithstanding anything contained in this Lease to the contrary, for issues relating to this Lease, presuming the Landlord obtains its required insurance, the Landlord will not be liable for loss of Tenant business income, Tenant moving expenses, and consequential, incidental, punitive and indirect damages which are not covered by the Landlord's insurance.

Remedies Cumulative

109. No reference to or exercise of any specific right or remedy by the Landlord will prejudice or preclude the Landlord from any other remedy whether allowed at law or in equity or expressly provided for in this Lease. No such remedy will be exclusive or dependent upon any other such remedy, but the Landlord may from time to time exercise any one or more of such remedies independently or in combination.

Landlord May Perform

110. If the Tenant fails to observe, perform or keep any of the provisions of this Lease to be observed, performed or kept by it and such failure is not rectified within the time limits specified in this Lease,

the Landlord may, but will not be obliged to, at its discretion and without prejudice, rectify the default of the Tenant. The Landlord will have the right to enter the Premises for the purpose of correcting or remedying any default of the Tenant and to remain until the default has been corrected or remedied. However, any expenditure by the Landlord incurred in any correction of a default of the Tenant will not be deemed to waive or release the Tenant's default or the Landlord's right to take any action as may be otherwise permissible under this Lease in the case of any default.

General Provisions

111. The Tenant authorizes the Landlord to make inquiries to any agency related to the Tenant's compliance with any laws, regulations, or other rules, related to the Tenant or the Tenant's use of the Premises. The Tenant will provide to the Landlord any written authorization that the Landlord may reasonably require to facilitate these inquiries.
112. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
113. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
114. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
115. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or check returned by the Tenant's financial institution.
116. All schedules to this Lease are incorporated into and form an integral part of this Lease.
117. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
118. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
119. Time is of the essence in this Lease.
120. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

121. Nothing contained in this Lease is intended by the Parties to create a relationship of principal and agent, partnership, nor joint venture. The Parties intend only to create a relationship of landlord and tenant.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 20th day of May, 2022

PLK LLC (Landlord)

(Witness)

Per: Patricia Kuntz (SEAL)
member/manager

SWEET GOOSE LLC (Tenant)

(Witness)

Per: Richard Petrie, Mgr/Member

(Witness)

Richard and Lori Petrie
Richard and Lori Petrie (Guarantor/Surety)



GRAND COUNTY SHERIFF'S OFFICE

Section 10, Item A.

BRETT D. SCHROETLIN
SHERIFF

WAYNE SCHAFFER
UNDERSHERIFF

07-07-2022

TO: Town of Grand Lake

RE: Liquor License

Manager: Petrie, Richard (Not-Cho Momas)

The Grand County Sheriff's Office has completed a background check on the listed establishment and individual.

We have no record of negative information on the above

The Grand County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval.



Brian Foster

Grand County Sheriff's Office
670 Spring Street / PO Box 48
Hot Sulphur Springs, CO 80451
970-725-3343 (Office)
970-725-3227 (Fax)
csidener@co.grand.co.us

GRAND COUNTY SHERIFF'S OFFICE

670 SPRING STREET * P.O. BOX 48 * HOT SULPHUR SPRINGS, CO 80451

PHONE: (970) 725-3343 * FAX: (970) 725-3227

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Not-Cho Mamas
828 Grand Avenue, #2, #1
Grand Lake, CO 80447

HAS REQUESTED THE LICENSING OFFICIALS OF

The Town of Grand Lake

TO: Approve a New Liquor License.

AT: Not-Cho Mamas
828 Grand Avenue, #2, #1
Grand Lake, CO 80447

HEARING ON APPLICATION TO BE HELD AT:

Grand Lake Town Hall
1026 Park Avenue
Grand Lake, Colorado 80447

TIME AND DATE: July 25, 2022 @ 6:00 pm

DATE OF APPLICATION: May 9, 2022

BY ORDER OF: **Grand Lake Board of Trustees**

OFFICERS: Richard Petrie
P.O. Box 554
Grand Lake, CO 80447

Town Clerk
P.O. Box 99 Grand Lake, Colorado 80447

7/14/22
Alayna Canel



TOWN OF GRAND LAKE
TOWN BOARD
July 25, 2022

NEW FERMENTED MALT BEVERAGE LIQUOR LICENSE- PUBLIC HEARING

- Applicant:** Firefly Wood Fired Cuisine LLC d/b/a Firefly Pizzeria
- Initiated by:** Mark Consiglio
- Action Proposed:** Conduct a Public Hearing to Consider the Application for a New Hotel & Restaurant, Fermented Malt Beverage Liquor License.
- Presented By:** Alayna Carrell, Town Clerk

Introduction: Firefly Wood Fired Cuisine LLC d/b/a Firefly Pizzeria, has applied for a new Hotel & Restaurant, Fermented Malt Beverage Liquor License. The applicant’s business is located at 828 Grand Avenue, #3, Grand Lake, CO 80447. The application has been reviewed by Town Attorney Krob and is in order.

Neighborhood Boundaries: The town limits of Grand Lake are the neighborhood boundaries.

Financial Details: The respective license fees have been paid.

Background Check: The application was turned over to the Grand County Sheriff’s Office, they found no adverse information that would affect the issuance of the license.

Upon fingerprint results received from the Colorado Bureau of Investigation, there was a criminal history that dated back to 1996, 2003, and 2006, that the applicant did disclose. Per Town Attorney Dan Krob, anything ten years or older should be considered “history”.

Legal Requirements:

- Posting:** Notice of Hearing was posted, July 14, 2022, at: 828 Grand Avenue, #3
- Publication:** Notice of Hearing was published in the Middle Park Times on July 14, 2022, and July 21, 2022.

Attachments: Application, Permit Application and Report of Changes, Individual History Records, Diagram, Articles of Organization, Certificate of Good Standing, Statement of Foreign Entity Authority,

Town of Grand Lake
1026 Park Avenue
P.O. Box 99
Grand Lake, CO 80447



Memorandum of Understanding Lease/Option, Grand County Sheriff Office Memo, Photo of Posting:
Notice of Hearing, Middle Park Times Legal Notice Publishing

Staff Recommendation

Staff recommends the Town Board approve a new Hotel & Restaurant, Fermented Malt Beverage Liquor License Application for Firefly Wood Fired Cuisine LLC d/b/a Firefly Pizzeria.

Town of Grand Lake
1026 Park Avenue
P.O. Box 99
Grand Lake, CO 80447

Colorado Fermented Malt Beverage License Application

New License
 New-Concurrent
 Transfer of Ownership

• All answers must be printed in black ink or typewritten
 • Applicant must check the appropriate box(es)
 • Local license fee \$ _____
 • Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor

1. Applicant is applying as a/an

Corporation
 Partnership (includes Limited Liability and Husband and Wife Partnerships)
 Individual
 Limited Liability Company
 Association or Other

2. Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation FEIN

Firefly Woodfired Cuisine LLC

2a. Trade Name of Establishment (DBA) State Sales Tax No. Business Telephone

Firefly Pizzeria 952175860000 970-531-6734

3. Address of Premises (specify exact location of premises)

828 Grand Ave. # 3

City Grand Lake	County Grand	State CO.	ZIP Code 80447
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4. Mailing Address (Number and Street) PO Box 1140	City or Town Grand Lake	State CO.	ZIP Code 80447
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5. Email Address

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 No.	Present Class of License	Present Expiration Date
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Section A Nonrefundable Application Fees	Section B Fermented Malt Beverage Beer License Fees
<input checked="" type="checkbox"/> Application Fee for New License \$1,100.00 <input type="checkbox"/> Application Fee for New License - w/Concurrent Review \$1,200.00 <input type="checkbox"/> Application Fee for Transfer \$1,100.00	<input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage On-Premises (County) \$117.50 <input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage Off-Premises (County) \$117.50 <input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (City) \$96.25 <input type="checkbox"/> Retail Fermented Malt Beverage On/Off-Premises (County) \$117.50 <input type="checkbox"/> Master File Location Fee \$25.00 x _____ To _____ <input type="checkbox"/> Master File Background \$250.00 x _____ Total _____

Questions? Visit SBG.Colorado.gov/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 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.

Questions? Visit: SBG.Colorado.gov/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. Submit originals to local authority
- E. Additional information required by the local licensing authority

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 control (fences, walls, etc.)
- C. Separate diagram for each floor (if multiple levels)
- D. Bold/Outlined licensed premises

III. Proof of Property Possession (One Year Needed)

- A. Deed in name of the applicant ONLY (or) (matching question #2) date stamped/filed with County Clerk
- B. Lease in the name of the applicant ONLY (matching question #2)
- 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 (DR 8404-I) and Financial Documents

- A. Individual History Record(s) (Form DR 8404-I) 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. Master File applicants submit results to the State.

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO – <https://enroll.identogo.com/>

Phone: (844) 539-5539 (toll-free)

Colorado Fingerprinting – <http://www.coloradofingerprinting.com>

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: (720) 292-2722

Toll Free: (833) 224-2227

Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:

<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>

- C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- D. List of all notes and loans.

V. Sole Proprietor/Husband and Wife Partnership (if applicable)

- A. Form DR 4679
- B. Copy of State Issued Driver's License or 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 Authorization if foreign LLC (out of state applicants only)

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?
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
- (a) been denied an alcohol beverage license?
 - (b) had an alcohol beverage license suspended or revoked?
 - (c) had interest in another entity that had an alcohol beverage license suspended or revoked?

If you answered yes to 8a, b or c, explain in detail on a separate sheet

9. Has a Fermented Malt Beverage license for the premises to be licensed been denied within the preceding one year? If "yes," explain in detail.
10. Is the proposed Retail Fermented Malt Beverage Off Premises license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? NOTE: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313.
11. Is the proposed Retail Fermented Malt Beverage Off Premises license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.
12. 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.
13. 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	Tenant	Expires
NOTCO, Trustee, FBO Patricia Kreutzer Roth IRA	FireFly Wood Fired Cuisine LLC	7/1/25

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 12.
- c. Attach a diagram or designate 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".

14. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	Date of Birth	FEIN or SSN	Interest

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.

15. Name of Manager(s) for all on premises applicants.

Last Name	First Name	Date of Birth
Consiglio	Mark	

16. 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.

17. Tax Information. Yes No
- 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?
 - 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.?

18. 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 to be fingerprinted by an approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

Name	Home Address, City & State	Date of Birth	Position	% Owned
Mark Consiglio			Owner	100
Angela Burke			GM	0

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
 ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

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 Mark Consiglio	Printed Name and Title Mark Consiglio Chef/owner	Date 6/7/2022
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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 44-3-311(1) C.R.S.
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Each person required to file DR 8404-I has been:

- Fingerprinted
- Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Check One)

- Date of Inspection or Anticipated Date _____
- Upon approval of state licensing authority
- New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied
 New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

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	Printed Name	Title Date
Signature (attest)	Printed Name	Title Date

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company		License Number	
2. Name of Licensee <i>Mark Consiglio</i>		3. Trade Name of Establishment (DBA) <i>Firefly Pizzeria</i>	
4. Address of Premises (specify exact location of premises) <i>828 Grand Ave. #3</i>		5. Business Email Address	
City <i>Grand Lake</i>	County <i>Grand</i>	State <i>Co.</i>	ZIP <i>80447</i>
		Business Phone Number <i>970-531-6734</i>	

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change	Section C
<input checked="" type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$150.00 x</div> Total Fee:
Section B – Duplicate License <input type="checkbox"/> Duplicate License \$50.00	<input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$100.00 x</div> Total Fee:
	<input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px; display: inline-block;">\$160.00 x</div> Total Fee:
	<input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period
The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.		TOTAL AMOUNT DUE \$ 00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) *To modify Premise, or add Sidewalk Service Area*, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) *For Optional Premises* go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) *Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change*, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) *Campus Liquor Complex Designation*, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) *To add another Related Facility* to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or
Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1: City County ZIP

(b) Address of Location 2: City County ZIP

Change of Manager

9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)

Former manager's name

New manager's name Mark Consiglio

(b) Date of Employment 6/1/2022

Has manager ever managed a liquor licensed establishment? Yes No

Does manager have a financial interest in any other liquor licensed establishment? Yes No

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start (mo/day/year) End (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located 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?

(If yes, explain in detail and describe any exemptions that apply) Yes No

(d) Is the proposed change in compliance with local building and zoning laws? Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include 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.

Campus Liquor Complex Designation	<p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge

Signature <i>Mark Consiglio</i>	Print name and Title <i>Mark Consiglio Owner</i>	Date <i>6/7/2022</i>
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Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. **Therefore, This Application is Approved.**

Local Licensing Authority (City or County)	Date filed with Local Authority
Signature	Title
	Date

Report of STATE Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.

Signature	Title	Date
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Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a		<input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company			License Number	
2. Name of Licensee		3. Trade Name of Establishment (DBA)				
Angela V. Burke		Firefly Pizzeria				
4. Address of Premises (specify exact location of premises)			5. Business Email Address			
828 Grand Avenue #3						
City	County	State	ZIP	Business Phone Number		
Grand Lake	Grand	CO	80447	970-531-6734		

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change	Section C
<input checked="" type="checkbox"/> Manager's Registration (Hotel & Restr.) \$75.00 <input type="checkbox"/> Manager's Registration (Tavern) \$75.00 <input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$75.00 <input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00 <input type="checkbox"/> Wholesale Branch House Permit (ea) \$100.00 <input type="checkbox"/> Change Corp. or Trade Name Permit (ea) \$50.00 <input type="checkbox"/> Change Location Permit (ea) \$150.00 <input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change \$150.00 <input type="checkbox"/> Change, Alter or Modify Premises <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> \$150.00 x Total Fee: </div> <input type="checkbox"/> Addition of Optional Premises to Existing H/R <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> \$100.00 x Total Fee: </div> <input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-between;"> \$160.00 x Total Fee: </div> <input type="checkbox"/> Campus Liquor Complex Designation No Fee <input type="checkbox"/> Sidewalk Service Area \$75.00
Section B – Duplicate License	
<input type="checkbox"/> Duplicate License \$50.00	

Do Not Write in This Space – For Department of Revenue Use Only

Date License Issued	License Account Number	Period
<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>		TOTAL AMOUNT DUE \$00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

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To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

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Winery/Limited Winery/Noncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); or
Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

(a) Address of Location 1:

City County ZIP

(b) Address of Location 2:

City County ZIP

Change of Manager

9. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

(a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)

Former manager's name

New manager's name Angela V. Burke

(b) Date of Employment 6/1/2022

- Has manager ever managed a liquor licensed establishment? Yes No
Does manager have a financial interest in any other liquor licensed establishment? Yes No

If yes, give name and location of establishment

Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.

(a) Describe change proposed

(b) If the modification is temporary, when will the proposed change:

Start End (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

(c) Will the proposed change result in the licensed premises now being located 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?

(If yes, explain in detail and describe any exemptions that apply) Yes No

(d) Is the proposed change in compliance with local building and zoning laws? Yes No

(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises? Yes No

(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

(g) Attach any existing lease that is revised due to the modification.

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include 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.

Campus Liquor Complex Designation	<p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature <i>Angela V. Burke</i>	Print name and Title Angela V. Burke, GM	Date 6-7-22
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

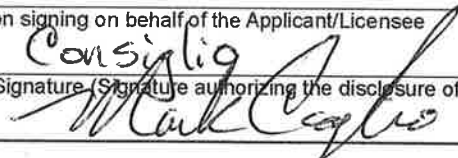
Tax Check Authorization, Waiver, and Request to Release Information

I, Mark Consiglio am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Firefly Wood Fired Cuisine LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101, et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business) <u>Firefly Wood Fired Cuisine LLC</u>		Social Security Number/Tax Identification Number <u>84-3246897</u>	
Address <u>16354 E. Palisades Blvd 4-202</u>			
City <u>Fountain Hills</u>		State <u>AZ.</u>	Zip <u>85268</u>
Home Phone Number		Business/Work Phone Number <u>970-531-6734</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Mark Consiglio</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <u>6/7/22</u>

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

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

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business Firefly Pizzeria		Home Phone Number	Cellular Number 970-531-6734	
2. Your Full Name (last, first, middle) Consiglio, Mark, Alan		3. List any other names you have used		
4. Mailing address (if different from residence) P.O. Box 1140 Grand Lake, Co. 80447		Email Address f		
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	16354 E. Palisades Blvd #4-202	Fountain Hills, Az. 85268	6/1/2019	Present
Previous	4502 Driftwood Place	Boulder, Co. 80301	8/1/2012	5/31/2019
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
From		To		
Self Employed		16354 E. Palisades Blvd. 4-202 Fountain Hills, Az. 85268		owner
Fringe Pizza		5400 Spine Rd #C Boulder, Co. 80301		GM
Sapponi D'Italia		11865 N. Saguaro Blvd Fountain Hills, Az. 85268		Chef
12/15/19		1/19/20		
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				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

See Attached Document

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth | b. Social Security Number | c. Place of Birth | d. U.S. Citizen Yes No

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

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

l. Height | m. Weight | n. Hair Color Brown | o. Eye Color Hazel | p. Gender Male | q. Do you have a current Driver's License/ID? If so, give number and state. Yes No # _____ State _____

14. Financial Information.

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

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 25,000.00

* If corporate investment only please skip to and complete section (d)
** Section b should reflect the total of sections c and e

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

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

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

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

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

Name of Lender	Address	Term	Security	Amount

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 Mark Consiglio | Print Signature Mark Consiglio | Title owner | Date 6/7/22

Additional Employment

Section 10, Item B.

For Mark Consiglio

Name of Employer	Address	Position	From	To
L'Atelier	1739 Pearl St. Boulder, Co. 80301	Sous Chef	8/1/2012	2/14/2019
Additional Managers				
	Burke, Angela	.	.	.

Additional information regarding Individual History Record for Mark Consiglio, question 11.

Background check will reveal the following (summed up):

- 1996, theft resulting in a felony

On July 2 of 1996 at the age of 21 I made the terrible choice to use a credit card I received in the mail that was not mine. This resulted in forgery and theft charges which would have, upon completion of probation, been filed as misdemeanors; however, I stupidly did not pass my drug test (marijuana) and this resulted in the felony charges. I cannot express how angry I continue to be at myself for these terrible choices and the distress I caused another human being. I have worked hard to make amends and change my life in the 25 years since this mistake. I have a beautiful daughter and wife whom I met in 2008, as well as two step-sons, in which I have strived to provide a good life and hopefully promising future with our pizza business.

- 11/13/2003, marijuana possession under 1 oz. and paraphernalia
- 8/18/2006, says alcohol, but if you look at the details on the background check you will notice it was possession of marijuana under 1 oz. and paraphernalia with a driving while ability impaired charge

Thank you for considering my application. Your licensing approval would mean a lot as I have diligently tried to move forward to create a productive and responsible life that helps, never harms others. I deeply regret my past choices.

Thank you,

Mark Consiglio

Individual History Record

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

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>Firefly Pizzeria</i>		Home Phone Number	Cellular Number <i>720-724-3697</i>	
2. Your Full Name (last, first, middle) <i>Burke, Angela Valorie</i>		3. List any other names you have used <i>Angela Burke-Adams, Angela Lynch</i>		
4. Mailing address (if different from residence) <i>P.O. Box 1140, Grand Lake, CO 80447</i>		Email Address		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current <i>16354 E. Palisades Blvd. 4-202</i>		<i>Fountain Hills, AZ 85268</i>		<i>6/1/2019</i>
Previous <i>4502 Driftwood Pl</i>		<i>Boulder, CO 80301</i>		<i>8/1/2012 5/31/2019</i>
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		
<i>Devil's Thumb Ranch Resort</i>		<i>3530 CR 83, Tabernash, CO 80478</i>		<i>massage therapist</i>
				<i>6/1/2019, 2020, 2021 (Seasonal)</i>
<i>Bodywork Bistro</i>		<i>1100 Spruce St, Boulder, CO 80304</i>		<i>massage therapist</i>
				<i>8/1/2014 5/20/2019</i>
<i>Self-employed</i>		<i>4502 Driftwood Pl, Boulder, CO 80301</i>		<i>massage therapist</i>
				<i>8/15/2013 5/31/2019</i>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry. <i>none</i>				
Name of Relative		Relationship to You		Position Held
Name of Licensee				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth _____ b. Social Security Number _____ c. Place of Birth _____ d. U.S. Citizen Yes No

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

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

l. Height _____ m. Weight _____ n. Hair Color Blk o. Eye Color Blue p. Gender F q. Do you have a current Driver's License/ID? If so, give number and state. Yes No # _____ State _____

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 0

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0

* If corporate investment only please skip to and complete section (d)

** Section b should reflect the total of sections c and e

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

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

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

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

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature <i>Angela V. Burke</i>	Print Signature Angela V. Burke	Title General Manager	Date 6-7-22
--	------------------------------------	--------------------------	----------------

- Additional Employment for Angela Burke

<u>Name</u>	<u>Address</u>	<u>Position</u>	<u>From</u>	<u>To</u>
• self-employed	16354 E. Palisades Blvd. 4-202 Fountain Hills, AZ 85268	Massage Therapist	9/1/19	present
• Study.com	100 View Street, #202 Mountain View, CA 94041	Contract lesson writer	5/1/16	present

JUN 18 2022

A.O. LODGESTONE

15000 150th Street, Suite 100
 Everett, WA 98201
 Tel: 425.335.8888
 Fax: 425.335.8889
 www.aolodge.com

PROJECT #1509
 DRAWING TITLE
 SHEET #
 DATE 12.11.20
 DESIGNER
 CHECKER
 ISSUE RECORD

BOARDWALK PLAZA
 MIXED USE
 824 GRAND AVENUE



ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY

ENTITY INFORMATION

ENTITY NAME: FIREFLY WOOD FIRED CUISINE LLC
ENTITY ID: 23024605
ENTITY TYPE: Domestic LLC
EFFECTIVE DATE: 09/26/2019
CHARACTER OF BUSINESS: Accommodation and Food Services
MANAGEMENT STRUCTURE: Member-Managed
PERIOD OF DURATION: Perpetual
PROFESSIONAL SERVICES: N/A

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: Mark Consiglio
PHYSICAL ADDRESS: 16354 E Palisades Blvd, Unit 4-202, FOUNTAIN HILLS, AZ 85268
MAILING ADDRESS: 16354 E Palisades Blvd, Unit 4-202, FOUNTAIN HILLS, AZ 85268

KNOWN PLACE OF BUSINESS

Att: Mark Consiglio, 16354 E Palisades Blvd, Unit 4-202, FOUNTAIN HILLS, AZ 85268

PRINCIPALS

Member: Mark Consiglio - 16354 E Palisades Blvd, Unit 4-202, FOUNTAIN HILLS, AZ 85268, USA - markconsig@yahoo.com - Date of Taking Office:

ORGANIZERS

Mark Consiglio: 16354 E Palisades Blvd, Unit 4-202, FOUNTAIN HILLS, AZ 85268, USA, markconsig@yahoo.com

SIGNATURES

Authorized Agent: Mark Consiglio - 09/26/2019

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,

Firefly Wood Fired Cuisine LLC

is an entity formed or registered under the law of Arizona, 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 20221369777 and has provided the assumed entity
name for use in Colorado

Firefly Pizzeria LLC

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 06/30/2022 that have been posted, and by documents delivered to this office
electronically through 07/01/2022 @ 10:40:10 .

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 07/01/2022 @ 10:40:10 in accordance with applicable law. This
certificate is assigned Confirmation Number 14134441 .



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



Colorado Secretary of State
 Date and Time: 04/11/2022 01:21 PM
 ID Number: 20221369777
 Document number: 20221369777
 Amount Paid: \$100.00

Section 10, Item B.

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Foreign Entity Authority
 filed pursuant to § 7-90-803 of the Colorado Revised Statutes (C.R.S.)

1. The entity ID number, the entity name, and the true name, if different, are

Entity ID number 20221369777
(Colorado Secretary of State ID number)

Entity name Firefly Pizzeria LLC

True name Firefly Wood Fired Cuisine LLC
(if different from the entity name)

2. The form of entity and the jurisdiction under the law of which the entity is formed are

Form of entity Foreign Limited Liability Company

Jurisdiction Arizona

3. The principal office address of the entity's principal office is

Street address 16354 E Palisades Blvd
(Street number and name)

4-202

Fountain Hills AZ 85268
(City) (State) (ZIP/Postal Code)

United States
(Province - if applicable) (Country)

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

(City) (State) (ZIP/Postal Code)

(Province - if applicable) (Country)

4. The registered agent name and registered agent address of the entity's registered agent are

Name
 (if an individual) Consiglio Mark Alan
(Last) (First) (Middle) (Suffix)

or

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

Street address

828 Grand Ave
(Street number and name)
#3
Grand Lake CO 80447
(City) (State) (ZIP Code)

Mailing address
(leave blank if same as street address)

P.O. Box 1140
(Street number and name or Post Office Box information)
Grand Lake CO 80447
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 06/15/2022
(mm/dd/yyyy)

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

This document contains additional information as provided by law.

7. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

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

Consiglio Mark Alan
(Last) (First) (Middle) (Suffix)
16354 E Palisades Blvd
(Street number and name or Post Office Box information)
4-202
Fountain Hills AZ 85268
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

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

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Memorandum of Understanding
Lease/Option
828 Grand Avenue #3
Grand Lake, Colorado 80447

Lease Terms;

1. 3 year lease with 2 – 3 year options.

A. Year 1 - _____ per year base rental rate (_____ per month, June 1, 2022 - November 1, 2022)

B. Percentage rent of gross sales of 10% paid monthly, with a cap rent of \$ _____ annually. Said percentage rent to be paid with the base rent on the first of the month for the previous month. Maximum percentage rent due of _____ paid months July – November.

C. Said base rent to have an annual escalation of \$ _____ per foot (1462 square feet x _____ = \$ _____ per year). Rent increase to be adjusted upwards on maximum percentage rent also.

2. Must operate May 20th – October 31st. Tenant may operate any/all days of the year.

3. Tenant must pay monthly fees as follows;

HOA - \$279.00 per month with any increases per HOA

NNN – taxes, insurance, and electric (taxes and insurance estimated at \$4,000.00 annually)

C.A.M. (common area maintenance) estimated at \$135.00 per month.

4. Tenant responsible for all bathroom and hallway maintenance.

5. Tenant shall have an option to purchase for \$_____ for the first year and all years of the original lease term. There shall be a \$_____ option price escalation annually. Tenant may exercise their option to purchase at any time within the original 3 year lease term with a 30 day notice to the landlord. This option is assignable to any third party if landlord sells the property.

Tenant shall pay a \$_____ non-refundable option down payment at signing of lease/option. Said payment shall credit towards purchase price. If tenant elects not to purchase then the \$_____ payment shall be used for tenant improvements and shall become non-refundable.

6. Landlord to finish interior to a schedule and specification exhibit that will be approved by both parties.

7. Landlord to supply all equipment and furnishings per an exhibit to be approved by both parties.

8. Landlord to supply signage per exhibit and design to be approved by both parties.

9. Tenant must supply \$2,000,000.00 in liability insurance to the HOA and Landlord.

10. Tenant shall supply an interior studs in insurance policy to the Landlord and HOA.

11. It is agreed by both parties that timing is crucial to success for the construction and operation for the summer of 2022. There shall be diligence performed by both parties to execute a formal lease and begin construction ASAP.

landlord;

NDTCO FBO Patricia L. Keentzer Roth IRA

Read : approved Patricia J. Kuntz
4-4-2022

Tenant:

Firefly Woodfired Cuisine LLC

Mark Consiglio, Angela Burke

Mark Consiglio 4/5/2022



GRAND COUNTY SHERIFF'S OFFICE

Section 10, Item B.

BRETT D. SCHROETLIN
SHERIFF

WAYNE SCHAFFER
UNDERSHERIFF

07-07-2022

TO: Town of Grand Lake

RE: Liquor License

Manager: Consiglio, Mark (FireFly Pizzeria)

The Grand County Sheriff's Office has completed a background check on the listed establishment and individual.

We have no record of negative information on the above

The Grand County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval.



Brian Foster

Grand County Sheriff's Office

670 Spring Street / PO Box 48

Hot Sulphur Springs, CO 80451

970-725-3343 (Office)

970-725-3227 (Fax)

csidener@co.grand.co.us

GRAND COUNTY SHERIFF'S OFFICE

670 SPRING STREET * P.O. BOX 48 * HOT SULPHUR SPRINGS, CO 80451

PHONE: (970) 725-3343 * FAX: (970) 725-3227

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Firefly Pizzeria
828 Grand Avenue, #3
Grand Lake, CO 80447

HAS REQUESTED THE LICENSING OFFICIALS OF

The Town of Grand Lake

TO: Approve a New Liquor License

AT: Firefly Pizzeria
828 Grand Avenue, #3
Grand Lake, CO 80447

HEARING ON APPLICATION TO BE HELD AT:

Grand Lake Town Hall
1026 Park Avenue
Grand Lake, Colorado 80447

TIME AND DATE: July 25, 2022 @ 6:00 pm

DATE OF APPLICATION: June 13, 2022

BY ORDER OF: **Grand Lake Board of Trustees**

OFFICERS: Mark Consiglio
P.O. Box 1140
Grand Lake, CO 80447

Town Clerk
P.O. Box 99 Grand Lake, Colorado 80447

7/14/22
Alayna Canel

DISTRICT COURT, GRAND COUNTY, COLORADO
307 Moffat Avenue, PO Box 192
Hot Sulphur Springs CO 80451
970/725-3957

COMBINED NOTICE OF GRAND COUNTY SHERIFF'S SALE

Plaintiff:
LIONS GATE PINES LODGE CONDOMINIUMS ASSOCIATION, INC., a Colorado Non-profit Corporation
Defendant(s):
GENE A. BROWNLEE and SHARON A. BROWNLEE

Case No. 2022 CV30005

This is to advise you that this action is pending, and a judgment and Decree of Foreclosure has been entered in favor of LIONS GATE PINES LODGE CONDOMINIUMS ASSOCIATION, INC. In this action, concerning the Lien described in said judgment and Decree of Foreclosure, dated May 4th, 2022, in the original principal amount of \$2,295.40 for a total of \$4,844.03, and concerning the following described property:

Interval Week 01, Condominium Unit No. 104,

Interval Week 33, Condominium Unit No. 110
Lion's Gate Pines Lodge, in accordance with the Declarations dated November 28, 1977, recorded in Book 240, at Page 905; the Amendment to said Declaration dated January 4, 1978, recorded in Book 242, at page 185; and the First Supplemental Declaration dated December 28, 1978, recorded in Book 254, at Page 904, and Condominium Map recorded under Reception Nos. 147281 and 151080 of Grand County records.

You are hereby notified that a Sheriff's Sale of the above-referenced property is to be conducted by the Sheriff's Department of the County of Grand, State of Colorado at 10 O'clock A.M., on the 9th day of September, 2022, at 670 Spring Street, Hot Sulphur Springs, CO 80451, phone number (970)725-3343, pursuant to the above-described judgment and Decree of Foreclosure. At which sale, the above-described real property will be sold to the highest bidder. Plaintiff makes no warranties relating to title, possession, or quiet enjoyment in and to said real property in connection with this sale.

This foreclosure is for delinquent Association dues, interest, attorney's fees, and costs.

You may have an interest in the real property being affected, or have certain rights or suffer certain liabilities or loss of your interest in the subject property as a result of said foreclosure. You may have the right to redeem the real property or you may have the right to cure a default under the instrument being foreclosed. A notice of intent to cure filed pursuant to C.R.S. 38-38-104, shall be filed with the undersigned Sheriff at least fifteen calendar days prior to the first scheduled sale date or any date to which the sale is continued. **IF THE SALE DATE IS CONTINUED TO A LATER DATE,**

304, 38-38-305, and 38-38-306.1

PUBLISHED IN THE MIDDLE PARK TIMES ON THURSDAY, JULY 7, 2022, THURSDAY, JULY 14, 2022, THURSDAY, JULY 21, 2022, THURSDAY, JULY 28, 2022 AND THURSDAY, AUGUST 4, 2022

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Grand Lake Planning Commission will hold a Public Hearing on Wednesday, July 20th, 2022 at 6:30 PM at Town Hall, 1026 Park Ave, Grand Lake, to review a request of a variance to Roadway specifications 11-2-4 (D)(3) to allow sections of the roadway to be over 8% grade for access to lots 9-11, Block 36, Town of Grand Lake, more commonly referred to as Lake Avenue.

Additional information is available for public inspection at Town Hall during normal business hours. Public comments and participation are both encouraged and welcome, either in person at the public meeting, in writing to the Town of Grand Lake, P.O. Box 99, Grand Lake, CO 80447 or by e-mail to planner@toldgo.com.

PUBLISHED IN THE MIDDLE PARK TIMES ON THURSDAY, JULY 14, 2022.

NOTICE OF PUBLIC HEARING LIQUOR LICENSE APPLICATION

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Grand Lake Board of Trustees to consider an application for a new Fermented Malt Beverage Liquor License at 828 Grand Avenue, #3, Grand Lake. The application was filed with the Town on June 13, 2022, by Firefly Wood Fired Cuisine LLC, owner, Mark Consiglio, PO Box 1140 Grand Lake, CO 80447.

The Hearing will be held in the Town Hall, 1026 Park Avenue, Grand Lake at 6:00 p.m. on Monday, July 25, 2022. Remonstrances may be filed either at the Public Hearing, in writing to P. O. Box 99, Grand Lake, CO 80447, by 10:00 a.m. July 18, 2022.

PUBLISHED IN THE MIDDLE PARK TIMES ON THURSDAY, JULY 14, 2022 AND THURSDAY, JULY 21, 2022.

ORDINANCE NO. 19 AMENDED AND RESTATED ORDINANCE FOR THE REGULATION OF OPEN BURNING IN UNINCORPORATED GRAND COUNTY, COLORADO

SECTION 13: VIOLATION AND PENALTIES
2. The penalty assessment procedure provided in section 16-2-201, C.R.S., may be followed when enforcing the provisions of this Ordinance. If a penalty assessment ticket is issued, the fine imposed shall be One Thousand and 00/100 Dollars (\$1,000.00) for each offense.

INTRODUCED, READ, AND ORDERED PUBLISHED BY THE BOARD OF COUNTY COMMISSIONERS OF GRAND COUNTY, COLORADO, THIS 21ST DAY OF JUNE, 2022. CERTIFICATION: THE FOREGOING ORDINANCE WAS INTRODUCED AND READ ON THE 24TH DAY OF MAY, 2022 BY THE BOARD OF COUNTY COMMISSIONERS OF GRAND COUNTY, COLORADO AND APPROVED FOR PUBLICATION.

78921 Winter Park, CO 80482

Please contact the Town Clerk for detailed description of the event.

Public hearing on said applications will be held on Tuesday, July 19, 2022, at 5:30 p.m. in the Winter Park Town Hall Council Chambers. Petitioners or remonstrators may be filed by forwarding them to the Winter Park Town Clerk, glardce@wpgov.com, Winter Park Town Hall, P.O. Box 3527, Winter Park, CO 80482.

Published by order of the Winter Park Town Clerk this 7th day of July, 2022.

/s/ Danielle Jardee, Town Clerk

PUBLISHED IN THE MIDDLE PARK TIMES ON THURSDAY, JULY 14, 2022.

District Court, Grand County, Colorado
Court Address: Grand County Judicial Center 307
Moffat Ave., P.O. Box 192 Hot Sulphur Springs, CO
80451 (970)725-3957
In the Matter of the Petition of:
DANIEL JACOBS FISHER
For the Adoption of a Child: J.L.M.
TO: KYLE JAMES TINGHO.
NOTICE OF HEARING
COURT USE ONLY
Case Number: 22JA39008
Pursuant to §19-9-208, C.R.S., you are hereby notified that the above-named Petitioner(s) has/have filed in this Court a verified Petition seeking to adopt a child.

If applicable, an Affidavit of Abandonment has been filed alleging that you have abandoned the child for a period of one year or more and/or have failed without cause to provide reasonable support for the child for one year or more.
You are further notified that an Adoption hearing is set on August 8, 2022, at 4:45 p.m. in the court location identified above.
You are further notified that if you fail to appear for said hearing, the Court may terminate your parental rights and grant the adoption as sought by the Petitioner(s).

Dated: June 23, 2022 Heather J. Harms Clerk of Court
Lesli Heeler
By: Deputy Clerk
SEAL JUDICIAL
GRAND COUNTY STATE OF COLORADO COURT
CERTIFICATE OF MAILING
I certify that on June 23, 2022 (date), I sent by email a copy of this Notice of Hearing and Petition for Adoption to the Petitioner's attorney.
Lesli Heeler, Clerk
PUBLISHED IN THE MIDDLE PARK TIMES ON THURSDAY, JULY 7, 2022, THURSDAY, JULY 14, 2022, THURSDAY, JULY 21, 2022, THURSDAY, JULY 28, 2022 AND THURSDAY, AUGUST 4, 2022.

REVISED REQUEST FOR PROPOSALS FOR STEEL COVERED STORAGE BUILDING

The Town of Granby South Service Area Water Department is requesting proposals for the procurement and installation of a Steel Covered Storage Building with concrete work. The detailed RFI is located at townofgranby.com or picked up at the Town Hall during business hours.
The Town reserves the right to award or reject any or all bids, and to waive any informatics and

38-38-103.1, C.R.S., OR TIDIAL TRACKING PURSUA C.R.S., YOU MAY FILE A O COLORADO ATTORNEY, G OR BOTH, BUT THE FLIN WILL NOT STOP THE FOR Colorado Attorney General, Floor, Denver, CO 80203 BC ColoradoAttorneyGeneral.gov FederalConsumerFinanceBox 4505, Iowa City, IA 5222 consumerfinance.gov

THIS IS AN ATTEMPT TO O ANY INFORMATION OBT FOR THAT PURPOSE.
DATED 6-8-2022

Grand County Sheriff
Bret D. Schoenlin, Sheriff,
14737-108, 38-38-103, 38-3
302, 38-38-304, 38-38-305
THE LIEN BEING FOREC
FIRST LIEN.

Under Sheriff of Grand Coun
RON STERN, P.C.
Electronic signature on file
Stern, P.C.

RONALD S. STERN, Atton
**PUBLISHED IN THE MID
THURSDAY, JULY 14, 202
2022, THURSDAY, JULY 2
AUGUST 4, 2022 AND TH**

PUBLIC I

PUBLIC NOTICE IS HERE
following application has be
of Adjustment of Grand Co
Fire District.

An application for a varianc
of the Grand County Zoning
for a maximum building he
of the required 35 feet in t
Zone District, for the purpo
Bud Wilson Fire Station Ou
GCR 40
County of Grand, State of C



July 25, 2022

Applicant: Grand Arts Council
Initiated by: Jim Cervenka
Presented By: Alayna Carrell, Town Clerk

Introduction: An application for a Special Event Liquor Permit was received from the Grand Arts Council with the appropriate fees, certificate of good standing as a non-profit, and a diagram showing liquor boundaries.

The request is to sell malt, vinous and spirituous liquor by the drink for consumption on the premises only for their "Bluegrass Concert" to be held Saturday, July 30, 2022, from 6:00 p.m. to 9:00 p.m. at 301 Marina Drive.

The Grand Arts Council qualifies for a Special Events Liquor Permit in that it is incorporated with the State of Colorado as a non-profit and has not received more than 15 Special Events Liquor License Permits for 2022. This is their third request for the year.

The Board must investigate the application and could deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

Neighborhood Boundaries: The town limits of Grand Lake are the neighborhood boundaries. The proposed location is at 301 Marina Drive which is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

Financial Details: The respective license fees have been paid.

Background Check: The application was turned over to the Grand County Sheriff's Office, they found no adverse information that would affect the issuance of the license.

Legal Requirements:

Posting: Notice of Hearing was posted, July 14, 2022, at: 301 Marina Drive

Town of Grand Lake
1026 Park Avenue
P.O. Box 99
Grand Lake, CO 80447



Attachments: Application for a Special Events Permit, Diagram, Certificate of Good Standing, Grand County Sheriff's Office Memo, Photo of Notice of Public Hearing Posting

Staff Recommendation

Staff recommends the Town Board approve the Special Event Liquor Permit from the Grand Arts Council, for their "Bluegrass Concert" on Saturday, July 30, 2022.

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099
PH. 970/627-3435
FAX 970/627-9290
E-MAIL code@townofgrandlake.com

Application for a Special Events Permit

Departmental Use Only

Section 10, Item C.



In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB Type of Special Event Applicant is Applying for:

2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day

2170 Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE

Liquor Permit Number

1. Name of Applicant Organization or Political Candidate
 Grand Arrts Council

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
 Grand Arts Council
 P O Box 762
 Grand Lake, CO 80447

3. Address of Place to Have Special Event (include street, city/town and ZIP)
 Grand Lake Center
 301 Marina Dr.
 Grand Lake, CO 80447

State Sales Tax Number (Required)
 27-56744-0000

4. Authorized Representative of Qualifying Organization or Political Candidate
 Jim Cervenka

Date of Birth: 09/03/49 Phone Number: 970-5310-8117

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
 236 Lakeview Dr., Grand Lake, CO 80447

5. Event Manager
 Jim Cervenka

Date of Birth: 09/03/49 Phone Number: 970-531-8117

Event Manager Home Address (Street, City, State, ZIP)
 236 Lakeview Dr., Grand Lake, CO 80447

Email Address of Event Manager
 jim.liza.cervenka@gmail.com

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
 No Yes How many days? 2

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
 No Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To
07/30/22	6:00 p.	9:00 p.									

Oath of Applicant
 I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature: *Jim Cervenka* Title: Treasurer Date: 06/10/20

Report and Approval of Local Licensing Authority (City or County)
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

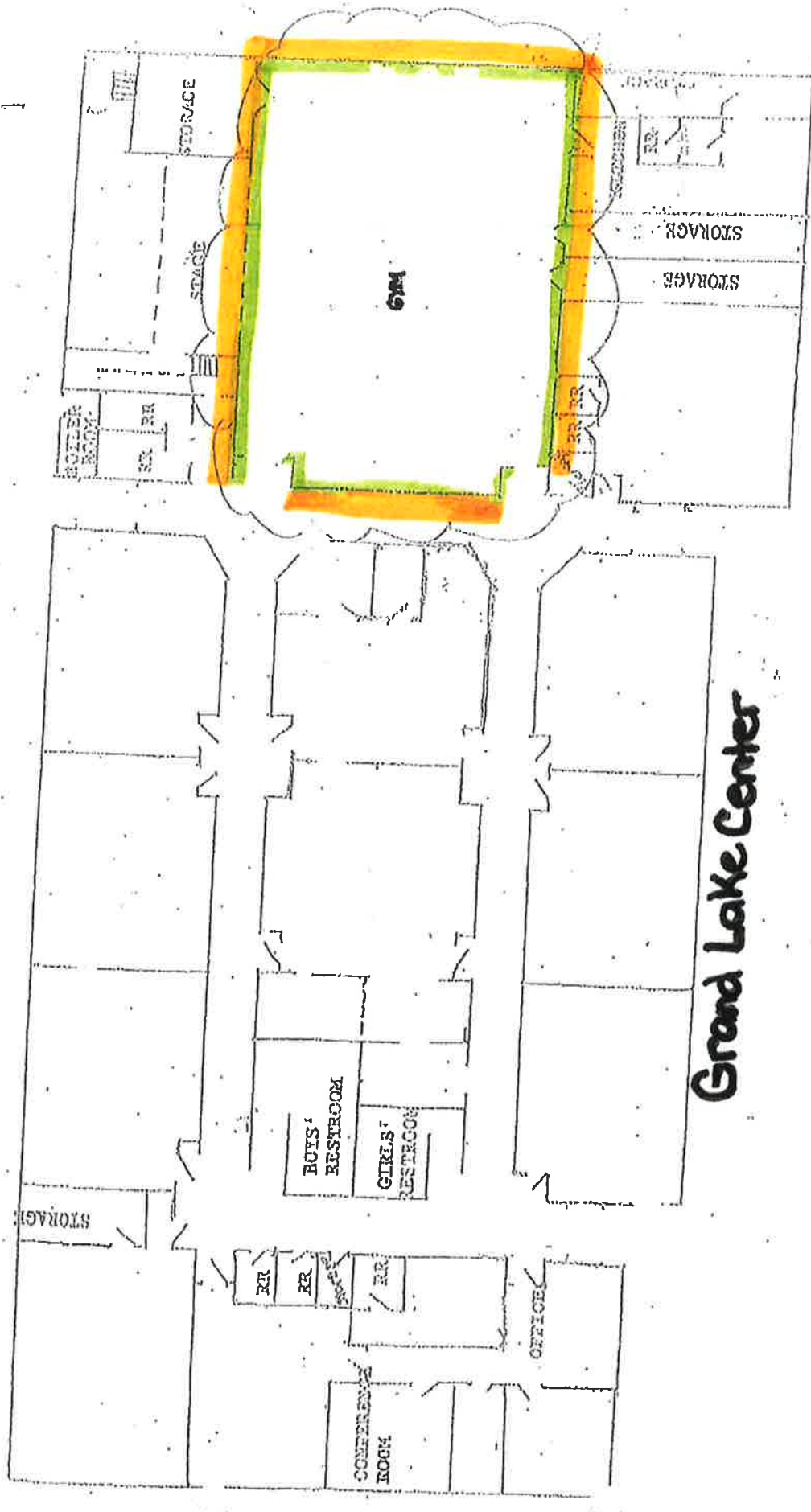
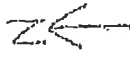
Local Licensing Authority (City or County) City County Telephone Number of City/County Clerk _____

Signature _____ Title _____ Date _____

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$



OFFICE OF THE SECRETARY OF STATE OF THE STATE OF COLORADO CERTIFICATE OF REGISTRATION

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

GRAND ARTS COUNCIL

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20073008785.

The status of its registration is **Good**, and this status has been in effect since 08/05/2021.

The organization's registration expires on 08/15/2022.

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 04/05/2022.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 04-05-2022 11:44:13



A handwritten signature in cursive script that reads "Jena Griswold".

Secretary of State of the State of Colorado



GRAND COUNTY SHERIFF'S OFFICE

Section 10, Item C.

BRETT D. SCHROETLIN
SHERIFF

WAYNE SCHAFFER
UNDERSHERIFF

07-14-2022

TO: Town of Grand Lake

RE: Liquor License

Manager: Cervenka Jim

The Grand County Sheriff's Office has completed a background check on the listed establishment and individual.

We have no record of negative information on the above

The Grand County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval.



Taylor Lewis

Support Services

Grand County Sheriff's Office

670 Spring Street / PO Box 48

Hot Sulphur Springs, CO 80451

970-725-3343 (Office)

970-725-3227 (Fax)

tlewis@co.grand.co.us

GRAND COUNTY SHERIFF'S OFFICE

670 SPRING STREET * P.O. BOX 48 * HOT SULPHUR SPRINGS, CO 80451

PHONE: (970) 725-3343 * FAX: (970) 725-3227

7/14/22
cancel

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Grand Arts Council
P.O. Box 762
Grand Lake, CO 80447

HAS REQUESTED THE LICENSING OFFICIALS OF

The Town of Grand Lake

TO: Approve a Special Event Liquor Permit - Bluegrass Concert

AT: Grand Lake Center
301 Marina Drive
Grand Lake, CO 80447

HEARING ON APPLICATION TO BE HELD AT:

Grand Lake Town Hall
1026 Park Avenue
Grand Lake, Colorado 80447

TIME AND DATE: July 25, 2022 @ 6:00 pm

DATE OF APPLICATION: June 9, 2022

BY ORDER OF: Grand Lake Board of Trustees

OFFICERS: Jim Cervenka
P.O. Box 762
Grand Lake, CO 80447

Town Clerk
P.O. Box 99 Grand Lake, Colorado 80447

cancel
7/14/22



July 25, 2022

- Applicant:** The Grand Lake Area Historical Society
- Initiated by:** Elin Capps & Jim Cervenka
- Presented By:** Alayna Carrell, Town Clerk

Introduction: An application for a Special Event Liquor Permit was received from the Grand Lake Area Historical Society with the appropriate fees, certificate of good standing as a non-profit, and a diagram showing liquor boundaries.

The request is to sell malt, vinous and spirituous liquor by the drink for consumption on the premises only for their "Community Picnic" to be held Sunday, August 14, 2022, from 5:30 p.m. to 8:30 p.m. at 729 Lake Avenue.

The Grand Lake Area Historical Society qualifies for a Special Events Liquor Permit in that it is incorporated with the State of Colorado as a non-profit and has not received more than 15 Special Events Liquor License Permits for 2022. This is their first request.

The Board must investigate the application and could deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

Neighborhood Boundaries: The town limits of Grand Lake are the neighborhood boundaries. The proposed location is at 729 Lake Avenue which is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

Financial Details: The respective license fees have been paid.

Background Check: The application was turned over to the Grand County Sheriff's Office, they found no adverse information that would affect the issuance of the license.

Legal Requirements:

Posting: Notice of Hearing was posted, July 14, 2022, at: 729 Lake Avenue

Town of Grand Lake
1026 Park Avenue
P.O. Box 99
Grand Lake, CO 80447



Attachments: Application for a Special Events Permit, Diagram, Warranty Deed, Certificate of Good Standing, Grand County Sheriff's Office Memo, Photo of Notice of Public Hearing Posting

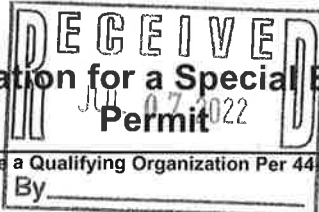
Staff Recommendation

Staff recommends the Town Board approve the Special Event Liquor Permit from the Grand Lake Area Historical Society, for their "Community Picnic" on Sunday, August 14, 2022.

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099
PH. 970/627-3435
FAX 970/627-9290
E-MAIL code@townofgrandlake.com

Application for a Special Events Permit

Departmental Use Section 10, Item D.



In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- By _____
- Social
 - Fraternal
 - Patriotic
 - Political
 - Athletic
 - Chartered Branch, Lodge or Chapter
 - National Organization or Society
 - Religious Institution
 - Philanthropic Institution
 - Political Candidate
 - Municipality Owned Arts Facilities

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate Grand Lake Area Historical Society	State Sales Tax Number (Required) 98008205
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO Box 656 Grand Lake, CO 80447	3. Address of Place to Have Special Event (include street, city/town and ZIP) 729 Lake Avenue Grand Lake, CO 80447
---	--

4. Authorized Representative of Qualifying Organization or Political Candidate Jim Cervenka	Date of Birth 09/03/49	Phone Number 970/531-8117
---	----------------------------------	-------------------------------------

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
236 Lakeview Dr. Grand Lake, CO 80447

5. Event Manager Elin Capps	Date of Birth 10/15/41	Phone Number 970/509-9556
---------------------------------------	----------------------------------	-------------------------------------

Event Manager Home Address (Street, City, State, ZIP) 122 County Road 4652, PO Box 721, Grand Lake, CO 80447	Email Address of Event Manager jimelin34@icloud.com
--	---

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? _____	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number _____
---	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
08/14/22		5:30 p.m.	8:30 p.m.												

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <i>Elin Capps</i>	Title <i>Secretary</i>	Date <i>7/7/22</i>
--------------------------------	---------------------------	-----------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City	Telephone Number of City/County Clerk
	<input type="checkbox"/> County	

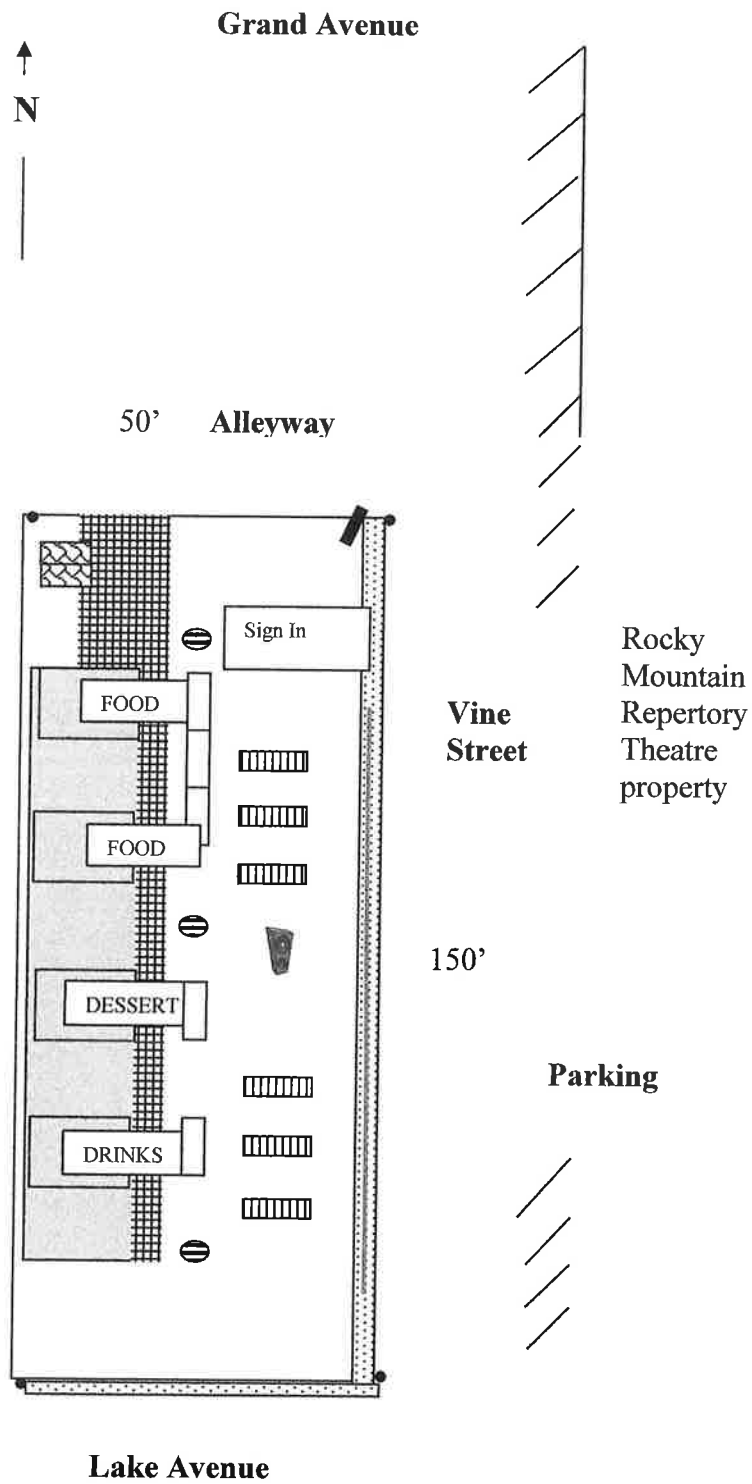
Signature	Title	Date
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





DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			Total
License Account Number	Liability Date	State	
		-750 (999)	\$.

SITE PLAN: Community Picnic August 14, 2022

Section 10, Item D.



- | | | | | | |
|---|-------------------|---|----------------------|---|---------------------------|
|  | Cottage Court |  | Picnic table |  | Corner of roped off event |
|  | ADA Paths Parking |  | Cairns #3 Ditch site | | |
|  | Portable toilet |  | Ingress/Egress | | |
|  | Trash can |  | Sound System | | |

Section 10, Item D.

WARRANTY DEED

THIS DEED, Made this 7th day of July, 2009, between DONALD G. WEBER, DANIEL J. WEBER, and ROYDA MAY WEBER, grantor, whose legal address is 1002 FOOHIL DR., CHAMPAIGN, IL. 61821 for and in consideration of the sum of ONE HUNDRED SIXTY SIX THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS, (\$166,250.00) hereby sell(s) and convey(s) to GRAND LAKE AREA HISTORICAL SOCIETY, a Colorado non-profit corporation, grantees, whose legal address is P.O. BOX 656, GRAND LAKE, CO. 80447, the real property being in the County of Grand and State of Colorado, described as follows:

Lot 16,
Block 19,
TOWN OF GRAND LAKE,

County of Grand,
State of Colorado.

also known by street and number as 725 LAKE AVENUE, GRAND LAKE, CO 80447.

Assessor's schedule or parcel number: 119305219011

TOGETHER WITH all its appurtenances and warrant(s) the title to the same, subject to all encumbrances of record and taxes and assessments for the current year and subsequent years.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

[Signature]
DANIEL J. WEBER, AS ATTORNEY IN FACT FOR, DONALD G. WEBER

[Signature]
DANIEL J. WEBER

[Signature]
DANIEL J. WEBER, AS ATTORNEY IN FACT FOR, ROYDA MAY WEBER

STATE OF Illinois
COUNTY OF Champaign ss.

"OFFICIAL SEAL"
BONNIE ENDSLEY
Notary Public, State of Illinois
My commission expires 08/04/09

The foregoing instrument was acknowledged before me this 7th day of July, 2009, by DANIEL J. WEBER, AS ATTORNEY IN FACT FOR, DONALD G. WEBER, DANIEL J. WEBER, and DANIEL J. WEBER, AS ATTORNEY IN FACT FOR, ROYDA MAY WEBER.

My commission expires: 8/4/09.

Witness my hand and official seal.

[Signature]
Notary Public

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,

GRAND LAKE AREA HISTORICAL SOCIETY

is a

Nonprofit Corporation

formed or registered on 08/20/1973 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 19871261403 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/05/2022 that have been posted, and by documents delivered to this office electronically through 07/07/2022 @ 09:51:11 .

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 07/07/2022 @ 09:51:11 in accordance with applicable law. This certificate is assigned Confirmation Number 14144264 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
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GRAND COUNTY SHERIFF'S OFFICE

Section 10, Item D.

BRETT D. SCHROETLIN
SHERIFF

WAYNE SCHAFFER
UNDERSHERIFF

07-07-2022

TO: Town of Grand Lake

RE: Liquor License

Manager: Elin Capps (Grand Lake Area Historical Society)

The Grand County Sheriff's Office has completed a background check on the listed establishment and individual.

We have no record of negative information on the above

The Grand County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval.



Brian Foster

Grand County Sheriff's Office

670 Spring Street / PO Box 48

Hot Sulphur Springs, CO 80451

970-725-3343 (Office)

970-725-3227 (Fax)

csidener@co.grand.co.us

GRAND COUNTY SHERIFF'S OFFICE

670 SPRING STREET * P.O. BOX 48 * HOT SULPHUR SPRINGS, CO 80451

PHONE: (970) 725-3343 * FAX: (970) 725-3227

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Grand Lake Area Historical Society
729 Lake Avenue
Grand Lake, CO 80447

HAS REQUESTED THE LICENSING OFFICIALS OF

The Town of Grand Lake

TO: Approve a Special Event liquor license

AT: Grand Lake Area Historical Society
729 Lake Avenue
Grand Lake, CO 80447

HEARING ON APPLICATION TO BE HELD AT:

Grand Lake Town Hall
1026 Park Avenue
Grand Lake, Colorado 80447

TIME AND DATE: July 25, 2022 at 6:00 pm

DATE OF APPLICATION: July 7, 2022

BY ORDER OF: **Grand Lake Board of Trustees**

OFFICERS: Elin Capps and Jim Cervenka
P.O. Box 721
Grand Lake, CO 80447

Town Clerk
P.O. Box 99 Grand Lake, Colorado 80447

*7/14/22
Cecilia Cull*



July 25, 2022

Applicant: Grand Lake Area Chamber of Commerce

Initiated by: Stephanie Conners

Presented By: Alayna Carrell, Town Clerk

Introduction: An application for a Special Event Liquor Permit was received from the Grand Lake Area Chamber of Commerce with the appropriate fees, certificate of good standing as a non-profit, and a diagram showing liquor boundaries.

The request is to sell malt, vinous and spirituous liquor, and fermented malt beverages by the drink for consumption on the premises only for their "Buffalo Days" event to be held Friday, August 19, 2022, from 6:00 p.m. to 10:00 p.m. at 1117 Lake Avenue. As well as, Saturday, August 20, 2022, from 10:00 am to 10:00 pm at 1117 Lake Avenue and 1025 Grand Avenue.

The Grand Lake Area Chamber of Commerce qualifies for a Special Events Liquor Permit in that it is incorporated with the State of Colorado as a non-profit and has not received more than 15 Special Events Liquor License Permits for 2022. This is their third request for the year.

The Board must investigate the application and could deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

Neighborhood Boundaries: The town limits of Grand Lake are the neighborhood boundaries. The proposed location is at 1117 Lake Avenue and 1025 Grand Avenue which is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

Financial Details: The respective license fees have been paid.

Background Check: The application was turned over to the Grand County Sheriff's Office, they found no adverse information that would affect the issuance of the license.

Town of Grand Lake
1026 Park Avenue
P.O. Box 99
Grand Lake, CO 80447



Legal Requirements:

Posting: Notice of Hearing was posted, July 14, 2022, at: 1025 Grand Avenue
1117 Lake Avenue

Attachments: Application for a Special Events Permit, Diagram, Certificate of Good Standing, Grand County Sheriff's Office Memo, Photos of Notice of Public Hearing Postings

Staff Recommendation

Staff recommends the Town Board approve the Special Event Liquor Permit from the Grand Lake Area Chamber of Commerce, for their "Buffalo Days" event on Friday, August 19, 2022, and Saturday, August 20, 2022.

Application for a Special Events Permit

Departmental Use Only

Section 10, Item E.



In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)

- Social
- Athletic
- Fraternal
- Chartered Branch, Lodge or Chapter
- Patriotic
- National Organization or Society
- Political
- Religious Institution
- Philanthropic Institution
- Political Candidate
- Municipality Owned Arts Facilities

LIAB Type of Special Event Applicant is Applying for:

2110 Malt, Vinous And Spirituous Liquor \$25.00 Per Day

2170 Fermented Malt Beverage \$10.00 Per Day

DO NOT WRITE IN THIS SPACE
 Liquor Permit Number

1. Name of Applicant Organization or Political Candidate
Grand Lake Area Chamber of Commerce Buffalo Days State Sales Tax Number (Required)
01201097-0000

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP)
14700 US HWY 34
box 429
Grand Lake, CO 80447

3. Address of Place to Have Special Event (include street, city/town and ZIP)
1025 Grand Ave.
and 1117 Lake Ave.
Grand Lake, CO 80447

4. Authorized Representative of Qualifying Organization or Political Candidate
EMILY MAGEN Date of Birth *5/25/86* Phone Number *3036533694*

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

5. Event Manager
Stephanie Connors Date of Birth *12/25/83* Phone Number *9705314717*

Event Manager Home Address (Street, City, State, ZIP)
PO box 1903 Grand Lake, CO 80447

Email Address of Event Manager
stephanie@grandlakechamber.com

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year?
 No Yes How many days? *2*

7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?
 No Yes License Number _____

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To	Date	Hours From	Hours To
<i>8.19.22</i>	<i>6 P</i>	<i>10 P</i>	<i>8.20.22</i>	<i>10 A</i>	<i>10 P</i>						

Oath of Applicant
 I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature *emilyhagen* Title *Executive Director* Date *6.13.22*

Report and Approval of Local Licensing Authority (City or County)
 The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.
THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County) City County Telephone Number of City/County Clerk

Signature _____ Title _____ Date _____

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		<i>-750 (999)</i>	<i>\$</i>





Imagery ©2022 Maxar Technologies, Map data ©2022 Google 50 ft

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,

GRAND LAKE CHAMBER OF COMMERCE

is a

Nonprofit Corporation

formed or registered on 07/10/1946 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 19871111053 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/10/2022 that have been posted, and by documents delivered to this office electronically through 06/13/2022 @ 10:38:04 .

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 06/13/2022 @ 10:38:04 in accordance with applicable law. This certificate is assigned Confirmation Number 14089021 .



Jena Griswold

Secretary of State of the State of Colorado

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

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GRAND COUNTY SHERIFF'S OFFICE

Section 10, Item E.

BRETT D. SCHROETLIN
SHERIFF

WAYNE SCHAFFER
UNDERSHERIFF

07-14-2022

TO: Town of Grand Lake

RE: Liquor License

Manager: Connors Stephanie

The Grand County Sheriff's Office has completed a background check on the listed establishment and individual.

We have no record of negative information on the above

The Grand County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval.



Taylor Lewis

Support Services

Grand County Sheriff's Office

670 Spring Street / PO Box 48

Hot Sulphur Springs, CO 80451

970-725-3343 (Office)

970-725-3227 (Fax)

tlewis@co.grand.co.us

GRAND COUNTY SHERIFF'S OFFICE

670 SPRING STREET * P.O. BOX 48 * HOT SULPHUR SPRINGS, CO 80451

PHONE: (970) 725-3343 * FAX: (970) 725-3227

NOTICE

Section 10, Item E.

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Grand Lake Area Chamber of Commerce
P.O. Box 429
Grand Lake, CO 80447

HAS REQUESTED THE LICENSING OFFICIALS OF

The Town of Grand Lake

TO: Approve a Special Event Liquor Permit - Buffalo Days

AT: Grand Lake Town Park
1025 Grand Avenue
Grand Lake, CO 80447

HEARING ON APPLICATION TO BE HELD AT:

Grand Lake Town Hall
1026 Park Avenue
Grand Lake, Colorado 80447

TIME AND DATE: July 25, 2022 at 6:00 pm

DATE OF APPLICATION: June 13, 2022

BY ORDER OF: **Grand Lake Board of Trustees**

OFFICERS: Grand Lake Area Chamber of Commerce
Attn: Stephanie Connors
P.O. Box 429
Grand Lake, CO 80447

Town Clerk
P.O. Box 99 Grand Lake, Colorado 80447

Alayna Connors
7/14/22

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Grand Lake Area Chamber of Commerce

P.O. Box 429

Grand Lake, CO 80447

HAS REQUESTED THE LICENSING OFFICIALS OF

The Town of Grand Lake

TO: Approve a Special Event Liquor Permit - Buffalo Days

AT:

Lakefront Park

1117 Lake Avenue

Grand Lake, CO 80447

HEARING ON APPLICATION TO BE HELD AT:

Grand Lake Town Hall
1026 Park Avenue
Grand Lake, Colorado 80447

TIME AND DATE: July 25, 2022 @ 6:00 pm

DATE OF APPLICATION: June 13, 2022

BY ORDER OF: Grand Lake Board of Trustees

OFFICERS: Grand Lake Area Chamber of Commerce

Attn: Stephanie Connors

P.O. Box 429

Grand Lake, CO 80447

Town Clerk
P.O. Box 99 Grand Lake, Colorado 80447

Stephanie Connors
7/14/22



To: Mayor Kudron and the Board of Trustees
From: Heike Wilson, Town Treasurer
Re: Use Tax Ordinance 07-2022
Date: July 25, 2022

Background

During the July 11 Board of Trustees Workshop meeting a discussion was had on the current construction use tax code and policies. The Board of Trustees gave the staff direction to revise and update Municipal Code 4-3-33 and forms surrounding the construction use tax to be in line with Colorado Revised Statute 29-2-109 and Colorado Department of Revenue policies for the refund of sales tax.

The staff has revised Municipal Code 4-4-33 as follows in Exhibit A. Staff has also updated construction use tax form as follows in Exhibit B.

Recommended Motion

I Move to Adopt Ordinance 07-2022 to Amend Town Code 4-3-33

-Or-

I Move to Adopt Ordinance 07-2022 to Amend Town Code 4-3-33 with the Following Changes:

-Or-

I Move to Deny Ordinance 07-2022.

**TOWN OF GRAND LAKE
ORDINANCE NO. xx-2022**

**AN ORDINANCE AMENDING GRAND LAKE MUNICIPAL CODE CHAPTER \$,
ARTICLE 3, SECTION 33 - PAYMENT REQUIRED AND REFUNDING PROCEDURES
FOR BUILDING AND CONSTRUCTION USE TAX**

WHEREAS, the Town of Grand Lake Municipal Code 4-3-33 - Payment Required and Refunding Procedures for Building and Construction Use Tax does not follow the procedures as provided in Colorado Revised Statute 29-2-109 and by Colorado Department of Revenue policies for the refund of construction use tax; and,

WHEREAS, the Town of Grand Lake Board of Trustees discussed implementing revisions at its regular scheduled meeting on July 11, 2022; and,

WHEREAS, the Town of Grand Lake Board of Trustees has determined that it is in the best interests of the Town to update the construction use tax refund procedures to align with Colorado State Statute and Colorado Department of Revenue guidelines.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE
TOWN OF GRAND LAKE, COLORADO, THAT:**

1. Chapter 4, Article 3, Section 33 of the Municipal Code of the Town of Grand Lake is hereby amended as attached in Exhibit A.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or otherwise invalid.
3. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Except as specifically amended by this ordinance, all other provisions of the Grand Lake Town Code shall remain in full force and effect.

INTRODUCED, APPROVED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 25th DAY OF JULY, 2022.

(SEAL)

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

ATTEST:

TOWN OF GRAND LAKE

Alayna Carroll, Town Clerk

Stephen Kudron, Mayor

Exhibit A

4-3-33 - Payment Required and Refunding Procedures for Building and Construction Use Tax.

(A) The use tax imposed by Section 4-3-32 of this Article shall be paid by estimate through payment to the Town of any amount equal to five percent (5%) of fifty percent (50%) of the total cost of the project in which the taxable personal property is used as indicated on the building permit application, and shall be paid at the time of such building permit issuance.

1. Provided, however, the Town shall refund any overpayment of such tax without interest upon presentation of evidence of actual purchase made **if the total cost of the project was less than estimated as evidenced by a complete accounting of project costs. It is the duty of the payee to provide the necessary documentation demonstrating such error.**
2. **The Town may conduct an audit of the final project costs and impose additional use tax if it is determined that the original total cost estimate was incorrect.**

~~(B) The Town will advise the applicant of the building permit on the manner and method of refund at the time the use tax is paid.~~ **The Town will refund any overpayment of the Construction Use Tax due to an overestimation of the total cost of the project. Any refunds requested due to erroneous payment of sales tax must follow the procedures as provided by the Colorado Department of Revenue and Colorado State Statute.**

1. The applicant of the building permit will have thirty (30) days from the time the Town or its authorized representative has issued the Certificate of Occupancy or equivalent document signifying final inspection for the work done under the building permit in which to present to the Town the evidence of actual purchases made **if a refund is requested due to the cost of the project being less than estimated.**
2. At the end of said thirty (30) days, and without further notice to the applicant of the building permit, the Town shall cause any and all use tax monies not refunded to this applicant to be transferred to the General Fund of the Town.

(C) If the work for which the building permit has been issued does not start and the building permit is closed due to failure of the project starting within six (6) months of permit issuance, the Town shall refund the use tax paid by the applicant. No interest will be paid on the use tax which is being refunded.

1. Work is considered started when there is ground disturbance for foundation, footers, or posts, any physical change to the structure occurs, or any required inspection, except the pre-site inspection, by Town Staff or the Town's Building Department is conducted.

(D) Once a building permit is closed for any reason other than failure to start, all use tax monies not refunded to the applicant shall be transferred to the General Fund of the Town.



TO ALL BUILDING PERMIT APPLICANTS:

As a part of building permit issuance, you are required to pay a five percent (5%) use tax for the building materials you anticipate using in the course of your construction project.

The purpose and philosophy of use tax is to serve as an "in-lieu-of" sales tax to:

1. Make our local merchants more cost competitive because of lower sales tax rates charged elsewhere; and,
2. Capture tax revenues which might otherwise be lost to the Town due to purchase of construction materials outside of the Town but used in the Town.

Because two-thirds of general fund revenues are derived from sales tax, the Town has adopted a use tax to help pay for basic municipal services which you, as a property owner, deserve and expect from your Town.

DO NOT PURCHASE ANY MATERIALS BEFORE PAYING USE TAX OR HAVING YOUR BUILDING PERMIT ISSUED TO YOU. Please remember to show proof of payment for Grand Lake use tax to avoid being double taxed once you begin purchasing building materials for your project. When purchasing building materials, present your building permit (showing "use tax paid"). You should not be charged municipal (local) sales tax on these purchases by the vendor per Colorado Department of Revenue CRS 29-2-105(2).

In the event that you have purchased construction and building materials in which Sales Tax was paid to the retailer prior to issuance of a building permit by the Town, the Town is still obligated to collect applicable Town and County Use Tax in the manner previously described. If Sales Tax was erroneously paid to the retailer, it is the responsibility of the permit applicant to contact the retailer for their store policy relative to Sales Tax refunds. If they cannot get a refund from the retailer then the request for refund needs to be made through the State of Colorado Department of Revenue unless the sales tax is paid to a home rule, self-collecting jurisdiction, then they must contact them directly. [Sales Tax Refund | Department of Revenue - Taxation \(colorado.gov\)](http://Sales Tax Refund | Department of Revenue - Taxation (colorado.gov)).

Because the collection of Use Tax is based upon an estimate of the complete project valuation please be advised; the permit applicant is responsible for any additional Use Tax due in the event the actual cost and/or value of project building and construction materials exceeds the estimate. If the cost and/or value of building and construction materials is less than the original estimated valuation, you may be eligible for a refund of a portion of the Use Tax paid or owe more. The Town may conduct an audit of the final project costs and impose additional use tax if it is determined that the original total cost estimate was incorrect.

Failure to submit all documentation on the project at the request of the Town or under budget refund request need to be received by the Town withing 30 days of the Town of Grand Lake or the Grand County Building and Sanitation Department has closed this permit. A receipt should be obtained when a request for reimbursement is received by the Town. Mailed requests **must** be sent certified, return receipt requested.

Please feel free to ask any questions about use tax prior to signing the acknowledgment below

I, _____, who is requesting a Building Permit for construction at the
(Print Name)

following site: _____

(legal description or street address)

have read the above and by my signature, agree and acknowledge that I understand the use tax procedures of the Town of Grand Lake. I further understand, per Municipal Code 4-3-33.

Signature _____