

Posted: \_\_\_\_\_

Remove:



**Town of New Castle**  
450 W. Main Street  
PO Box 90  
New Castle, CO 81647

**Administration Department**  
**Phone:** (970) 984-2311  
**Fax:** (970) 984-2716  
[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

## Agenda

### New Castle Town Council Regular Meeting

**Tuesday, August 04, 2020, 7:00 PM**

Starting times on the agenda are approximate and intended as a guide for Council. The starting times are subject to change by Council, as is the order of items on the agenda.

**Due to concerns related to COVID-19, this meeting will be held as a virtual meeting only. The public is invited to attend.**

**[To join by computer, smart phone or tablet click HERE](#)**

**If you prefer to telephone in:**

**Please call: 1-346-248-7799**

**Meeting ID: 709 658 8400**

**Follow the prompts as directed. Be sure to set your phone to mute until called on.**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Meeting Notice**

**Conflicts of Interest**

**Agenda Changes**

**Citizen Comments on Items not on the Agenda**

-Comments are limited to three minutes-

**Consultant Reports**

Consultant Attorney

Consultant Engineer

**Items for Consideration**

**A. Consider Resolution TC 2020-21 - a Resolution of the New Castle Town Council Supporting the Work and Dedication of the New Castle Police Department Along with Neighboring Law Enforcement Agencies (7:05 p.m.)**

Recess the Town Council Meeting, Convene as the Local Liquor Licensing Authority

**B. Consider Resolution TC 2020-22 - a Resolution of the New Castle Town Council Approving an Application from the Lakota Master Association d/b/a Lakota Grill & Bakery for a Hotel and Restaurant Liquor License (7:15 p.m.)**

**C. Consider Resolution TC 2020-23 - a Resolution of the New Castle Town Council Approving an Application from RG Lakota Golf Ops, LLC for an Optional Premises Liquor License (7:30 p.m.)**

Adjourn the Local Liquor Licensing Authority, Reconvene the Town Council Meeting

**D. Executive Session (1) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e) regarding the town lease of the Garcia parking lot (7:45 p.m.)**

**E. Discussion: Council Retreat (8:00 p.m.)**

**F. Discussion: Telecommunication Code Update (8:15 p.m.)**

**Consent Agenda (8:30 p.m.)**

Items on the consent agenda are routine and non-controversial and will be approved by one motion. There will be no separate discussion of these items unless a council member or citizen requests it, in which case the item will be removed from the consent agenda.

[July](#) 7, 2020 minutes

[July](#) Bills of \$789,164.94

[Resolution](#) TC 2020-24 - Changing the Name of CAAC and Approving an Updated and Amended Climate Action Plan

**Staff Reports (8:40 p.m.)**

Town Administrator

Town Clerk

Town Planner

Public Works Director

**Commission Reports (8:50 p.m.)**

Planning & Zoning Commission

Historic Preservation Commission

Climate Action Advisory Committee

Senior Program

RFTA

AGNC

GCE

EAB

**Council Comments (9:00 p.m.)**

**Adjourn (9:15 p.m.)**



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**Memorandum**

**To:** Mayor & Council  
**From:** David Reynolds  
**Re:** Agenda Item: Resolution No. TC 2020-21  
**Date:** 8-4-20

**Purpose:**

The purpose of this agenda item is to introduce a Resolution by the Town of New Castle which declares the Town's appreciation of the New Castle Police Department and neighboring agencies. Recent national events as well as recent changes in state law have created new challenges for police departments. The Town of New Castle would like to publicly recognize our Officers, Records Clerk, and Chief for their dedication to their profession and to the Town.

**TOWN OF NEW CASTLE, COLORADO**  
**RESOLUTION NO. TC 2020-21**

**A Resolution of the New Castle Town Council Supporting the Work and Dedication of the New Castle Police Department and Neighboring Law Enforcement Agencies**

**WHEREAS**, the Town of New Castle relies on our law enforcement officers to interact with residents and visitors, to respond to calls in time of crises and distress, enforce our laws, and to protect and serve with dignity, pride, bravery and resolve; and

**WHEREAS**, each day that police officers put on a badge, they go to work knowing that they may face dangerous situations which may result in personal harm and injury; and

**WHEREAS**, New Castle Police Officers are a key part of our community and play an integral role as guardians of our way of life; and

**WHEREAS**, New Castle Police Officers are reliable, strong, tolerant and deserving of our support; and

**WHEREAS**, the Police Department of the Town of New Castle has been proactive and forward thinking by implementing a Community Policing approach to policing, along with purchasing and implementing the use of body cameras and protective equipment; and

**WHEREAS**, we treasure our relationship and friendship with each of our officers and hold them in high regard for their service and contributions to the residents of New Castle; and

**WHEREAS**, we stand together in unified support for the New Castle Police Department.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of New Castle:

1. The above recitals are hereby incorporated as findings of the Council.
2. The Town of New Castle hereby calls upon all citizens to observe August 2020 as New Castle Police Department Appreciation Month.
3. The Town Council proclaims that in the midst of national unrest and fading support for police agencies in larger cities, and despite the regulations imposed statewide in response to that unrest, the Town of New Castle stands behind our Police Department in their dedication to serve and protect our community.
4. The Town of New Castle will make every effort to maintain training to the highest standards, along with efforts to recruit and retain officers of the highest quality.
5. The Town Council calls upon all residents of the Town of New Castle to take time to show their support and appreciation to the men and women of the Town of New Castle Police Department, the Garfield County Sherriff's Department and the Colorado State Police Department.

INTRODUCED, READ AND ADOPTED by a vote of \_\_\_ to \_\_\_ at a regular meeting of the New Castle Town Council held on August 4, 2020.

**TOWN OF NEW CASTLE COLORADO**

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Art Riddile, Mayor

**ATTEST:**

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Melody Harrison, Town Clerk

**TOWN OF NEW CASTLE  
RESOLUTION NO. TC-2020-22**

**A Resolution of the New Castle Town Council Approving an Application from the Lakota Canyon Ranch master Association d/b/a Lakota Grill & Bakery for a Hotel and Restaurant License.**

WHEREAS, Lakota Canyon Ranch master Association d/b/a Lakota Grill & Bakery (Applicant) has applied for a hotel and restaurant license at 151 Clubhouse Drive, New Castle, Colorado; and

WHEREAS, the Town Council of the Town of New Castle held a duly noticed public hearing on August 4, 2020 to consider the application; and

WHEREAS, the Town Council listened to testimony from staff, the Applicant, and members of the public concerning the application; and

WHEREAS, the Town Council finds:

1. Within the previous 2 years, the Town Council has not denied an application for the same class of license at this location or within 500 feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets;
2. The Applicant is entitled to possession of the premises to be licensed by ownership, lease, rental, or other arrangement;
3. The sale of alcohol beverages at the premises is permitted under the zoning regulations applicable to the premises;
4. The building in which the alcohol beverages are to be sold is not located within 500 feet of any public or parochial school or the principal campus of any college, university, or seminary;
5. The Applicant's officers, and members holding 10 percent or more interest in the Applicant, are of good moral character;
6. The reasonable requirements of the neighborhood for the type of license for which application has been made; the desires of the adult inhabitants; and the number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration justify the granting of the license; and

WHEREAS, based on the application and the testimony, the Town Council desires to approve the application.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of New Castle, Colorado:

1. Recitals. The Town Council adopts the foregoing recitals as findings of fact and determinations of the Council.
2. Definition of the Application. The Application consists of the documents and information identified by the Town Clerk, plus all representations of the Applicant reflected in the minutes of the Town Council public hearing on August 4, 2020.

3. Approval. The Town Council approves the Application.

Introduced, Read and Adopted at a regular meeting of the Town Council of the Town of New Castle, Colorado, on August 4, 2020.

TOWN OF NEW CASTLE

\_\_\_\_\_  
Mayor Art Riddile

ATTEST:

\_\_\_\_\_  
Town Clerk Melody Harrison, CMC

## MEMO

**To:** Town Council  
**From:** Melody Harrison, Town Clerk  
**Date:** July 31, 2020  
**Re:** Lakota Canyon Ranch Master Association dba Lakota Grill & Bakery

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**Recommendation:** Staff recommends that Council approve Resolution TC-2017-12, approving an application from Lakota Canyon Ranch Master Association dba Lakota Grill & Bakery for a Hotel & Restaurant Liquor License.

**Policy Implications:** Adopting this recommendation would be consistent with the requirements of the State Liquor Code.

**Budget Implications:** Adopting this recommendation would allow Lakota Canyon Ranch Master Association dba Lakota Grill & Bakery to serve malt, vinous and spirituous liquors for on-premises consumption and Town sales tax would be collected on sales of these beverages.

  
Department Head (signature)

**Background:** Lakota Canyon Ranch Master Association dba Lakota Grill & Bakery has applied for a hotel and restaurant liquor license for 151 Clubhouse Drive, New Castle.

Pursuant to state liquor law, the applicant has been operating their business on a temporary liquor license pending the approval of their application for a new hotel & restaurant license.

Colorado Revised Statutes Section 12-47-307(3)(c) requires the applicant to submit to fingerprinting and requires that Council, as the local licensing authority, "use the information resulting from the fingerprints-based criminal history record check to investigate and to determine if an applicant is qualified for a license." The applicants have provided proof that they had been fingerprinted, but at this time, it is unknown what agency the background investigation results were delivered to. Both individuals indicated on their individual history forms that they had no criminal convictions.

It is staff's intent to reserve issuance of the state liquor license and the town liquor license until the background results are received.

The applicant applied for the license on May 5, 2020. All necessary documentation and fees have been submitted.



## Application Documents Checklist and Worksheet

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

<b>Items submitted, please check all appropriate boxes completed or documents submitted</b>	
<b>I.</b>	<b>Applicant information</b> <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. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed
<b>II.</b>	<b>Diagram of the premises</b> <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 type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV.</b>	<b>Background information (DR 8404-I) and financial documents</b> <input type="checkbox"/> A. 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. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) <b>IdentoGO FAQs:</b> <a href="https://www.colorado.gov/pacific/cbi/identification-faqs">https://www.colorado.gov/pacific/cbi/identification-faqs</a> <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227 <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 (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor/husband and wife partnership (if applicable)</b> <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <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)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <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 Authority if foreign LLC (out of state applicants only)
<b>IX.</b>	<b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b> <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

Name	Type of License	Account Number		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
or				
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input type="checkbox"/>		
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <i>RIVERFRONT Pub - Greenwood Sq. - Closed 1982</i>		<input checked="" type="checkbox"/> <input type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord	Tenant	Expires		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>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.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Number of additional Optional Premise areas requested. (See license fee chart) _____				
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <b>If "yes" a copy of license must be attached.</b>		<input type="checkbox"/> - <input type="checkbox"/>		

Name <b>LAKOTA GRILL &amp; BAKERY</b>	Type of License <b>HOTEL &amp; RESTAURANT</b>	Account Number
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**20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation**

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

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?  Yes  No

c. How long has the club been incorporated?

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?  Yes  No

**21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:**

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)  Yes  No

**22. Campus Liquor Complex applicants answer the following:**

a. Is the applicant an institution of higher education?  Yes  No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?  
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.  Yes  No

**23. For all on-premises applicants.**

a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record  
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.

b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application  
- DR 8000 and fingerprints.

Last Name of Manager	First Name of Manager
----------------------	-----------------------

**24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.**  Yes  No

**25. Related Facility - Campus Liquor Complex applicants answer the following:**

a. Is the related facility located within the boundaries of the Campus Liquor Complex?  
If yes, please provide a map of the geographical location within the Campus Liquor Complex.  
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.  Yes  No

b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

**26. Tax Information.**


a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?  Yes  No

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.?  Yes  No

**27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.**

Name	Home Address, City & State	DOB	Position	%Owned

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

Name	Type of License	Account Number							
<b>Oath Of Applicant</b>									
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.									
Authorized Signature 	Printed Name and Title MARK McDONNELL - Board President	Date 5/5/20							
<b>Report and Approval of Local Licensing Authority (City/County)</b>									
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)								
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:									
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants									
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license									
(Check One)									
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority									
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,00000?  <input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,00000?  <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.  <input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<table border="0"> <tr> <td>Yes</td> <td>No</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Yes	No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Yes	No								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
<input type="checkbox"/>	<input type="checkbox"/>								
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>									
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County							
Signature	Print	Title							
Signature	Print	Title							
		Date							
		Date							

STORAGE ROOM

KITCHEN

BATHROOMS

OFFICE

EXTRA ROOM

TOP FLOOR

FITNESS ROOM

DECK

COMMERCIAL KITCHEN

BAR

DECK

DOOR

BACK PATIO & POOL AREA

FENCE

FENCE

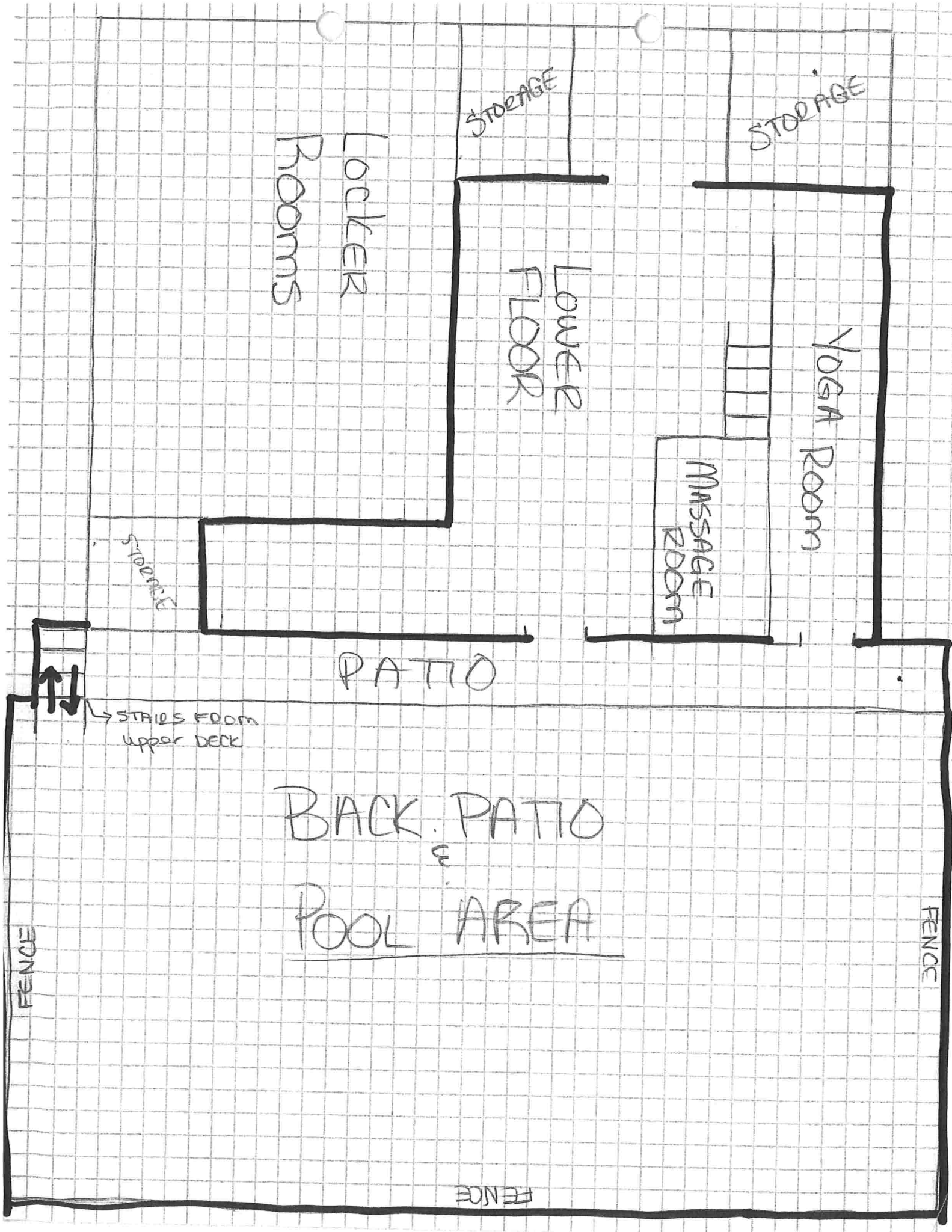
DR

STAIR CASE

STAIR CASE

DR





STORAGE

STORAGE

Locker  
Rooms

LOWER  
FLOOR

Yoga  
Room

MASSAGE  
ROOM

STORAGE

PATIO

STAIRS FROM  
upper DECK

BACK PATIO

POOL AREA

FENCE

FENCE

FENCE

**ARTICLES OF INCORPORATION FOR A  
NONPROFIT CORPORATION**

Form 300 Revised July 1, 2002

Filing fee: \$50.00

Deliver to: Colorado Secretary of State  
Business Division, 1560 Broadway, Suite 200  
Denver, CO 80202-5169

This document must be typed or machine printed.

Copies of filed documents may be obtained at [www.sos.state.co.us](http://www.sos.state.co.us)

FILED  
DONETTA DAVIDSON  
COLORADO SECRETARY OF STATE

20021322591 C

\$ 50.00  
SECRETARY OF STATE  
11-20-2002 14:51:57

ABOVE SPACE FOR OFFICE USE ONLY

Pursuant to § 7-122-102, Colorado Revised Statutes (C.R.S.), the individual named below causes these Articles of Incorporation to be delivered to the Colorado Secretary of State for filing, and states as follows:

1. The entity name of the nonprofit corporation is: Lakota Canyon Ranch Homeowners Association, Inc.

*The entity name of a nonprofit corporation may, but need not, contain the term "corporation", "incorporated", "company", or "limited" or any abbreviation of these terms. §7-90-601(3)(b), C.R.S.*

2. The address of the initial principal office of the nonprofit corporation is: c/o Freilich, Myler, Leitner & Carlisle, 106 S. Mill Street, Suite 202, Aspen, Colorado 81611

3. The name, and the business address, of the initial registered agent for service of process on the nonprofit corporation are: Name David J. Myler  
Business Address (must be a street or other physical address in Colorado) 106 S. Mill Street, Suite 202, Aspen, Colorado 81611

If mail is undeliverable to this address, ALSO include a post office box address: \_\_\_\_\_

4. The nonprofit corporation ( check appropriate box)  
 will have voting members  will not have voting members

5. The provisions not inconsistent with law regarding the distribution of assets on dissolution are as follows: Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the District Court of Pitkin County, Colorado, exclusively for such purposes or to such organization as said Court shall determine, which are organized and operated exclusively for such purposes.

6. The name(s) and address(es) of the incorporator(s) is(are):  
Name(s) David J. Myler Address(es) 106 S. Mill, Ste. 202  
Aspen, Colorado 81611

7. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: David J. Myler, 106 S. Mill, Suite 202, Aspen, Colorado 81611

COMPUTER UPDATE COMPLETE  
BB

Disclaimer: This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form is believed to comply with minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form. Questions should be addressed to the user's attorney.

Change of Name

DNC 20021322591

ARTICLES OF AMENDMENT TO THE ARTICLES OF INCORPORATION FOR A NONPROFIT CORPORATION

Form 305 Revised July 1, 2002

Filing fee: \$25.00

Deliver to: Colorado Secretary of State

Business Division,

1560 Broadway, Suite 200

Denver, CO 80202-5169

This document must be typed or machine printed.

Copies of filed documents may be obtained at [www.sos.state.co.us](http://www.sos.state.co.us)

FILED  
DONETTA DAVIDSON  
COLORADO SECRETARY OF STATE

20021351635 C  
\$ 25.00  
SECRETARY OF STATE  
12-18-2002 16:05:04

ABOVE SPACE FOR OFFICE USE ONLY

Pursuant to § 7-130-105, Colorado Revised Statutes (C.R.S.), the individual named below causes these Articles of Amendment to the Articles of Incorporation to be delivered to the Colorado Secretary of State for filing, and states as follows:

1. The entity name of the nonprofit corporation is: Lakota Canyon Ranch Homeowners Association, Inc.

*(If this amendment includes a change of name for the corporation, indicate the corporation name PRIOR to this amendment)*

2. Text of the amendment adopted (attach additional sheets if needed): The entity name of the nonprofit corporation shall be changed to Lakota Canyon Ranch Master Association, Inc.

3. The amendment to the Articles of Incorporation was adopted on (date) December 18, 2002 in the manner indicated below *(mark appropriate procedure)*:

- The amendment was adopted by the board of directors or incorporators without member action and member action was not required
- The amendment was adopted by the members AND the number of votes cast for the amendment by each voting group entitled to vote separately on the amendment was sufficient for approval by that voting group
- An approval of the amendment was obtained by some person or persons other than the members, the board of directors, or the incorporators required pursuant to § 7-130-301 C.R.S.

4. The (a) name or names, and (b) mailing address or addresses, of any one or more of the individuals who cause this document to be delivered for filing, and to whom the Secretary of State may deliver notice if filing of this document is refused, are: David J. Myler, Frelich, Myler, Leitner & Carlisle, 106 South Mill Street, Suite 202, Aspen, Colorado 81611

OPTIONAL. The electronic mail and/or Internet address for this entity is/are: e-mail \_\_\_\_\_  
Web site \_\_\_\_\_

The Colorado Secretary of State may contact the following authorized person regarding this document:  
name David J. Myler address 106 S. Mill Street, Ste. 201, Aspen, CO 81611  
voice \_\_\_\_\_ fax \_\_\_\_\_ e-mail \_\_\_\_\_

COMPUTER UPDATE COMPLETE  
BJS



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,  
LAKOTA CANYON RANCH MASTER ASSOCIATION, INC.

is a

Nonprofit Corporation

formed or registered on 11/20/2002 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 20021322591 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/20/2020 that have been posted, and by documents delivered to this office electronically through 07/21/2020 @ 13:01:57 .

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 07/21/2020 @ 13:01:57 in accordance with applicable law. This certificate is assigned Confirmation Number 12478880 .



*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."*

**COMMERCIAL LEASE AGREEMENT**

**THIS LEASE (this "Lease") dated this 11th day of March, 2020**

**BETWEEN:**

**Lakota Canyon Ranch Master Association of 151 Clubhouse Dr., New Castle CO 81647**

Telephone: (817) 658-6435 Fax: \_\_\_\_\_

(the "Landlord")

OF THE FIRST PART

**- AND -**

**Lakota Grill and Bakery**

(the "Tenant")

OF THE SECOND 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: Lakota Canyon Ranch Master Association
  - b. Address of Lakota Canyon Ranch Master Association: 151 Clubhouse Dr., New Castle CO 81647 (817) 658-6435 \_\_\_\_\_
  - c. Tenant:

- d. Address of
- e. Operating Name of
- f. Commencement Date of Lease: 4/1/2020
- g. Base Rent: \$1.00, payable per month
- h. Permitted Use of Premises: Restaurant.
- i. Advance rent: First and last month's rent
- j. 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 151 Clubhouse Dr., New Castle, CO 81647, 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 151 Clubhouse Dr., New Castle, CO 81647.
- f. "Proportionate Share" means a fraction, the numerator of which is the Leasable Area of the Premises and the denominator of which is the aggregate of the Leasable Area of all rentable premises in the Building.
- g. "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: Restaurant. The Tenant agrees to operate the restaurant in compliance with all local, state and federal laws regarding the sale of alcoholic beverages. Additionally the Tenant agrees to maintain a safe and clean environment providing safe food service as defined by national and state food safety codes. The landlord assumes no responsibility for any damages incurred by any patron and/or persons as a result of the Tenants negligence regarding the sales of food and/or beverages of any kind.
4. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Restaurant.
5. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.
6. 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.
7. 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.

8. 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.
9. 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

10. The term of the Lease commences at 12:00 noon on 4/1/2020 and ends at 12:00 noon on 3/30/2025 (the "Term").
11. Notwithstanding that the Term commences on 4/1/2020, the Tenant is entitled to possession of the Premises at 12:00 noon on 4/1/2020.
12. 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.

## Rent

13. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$1.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay an additional fee to offset utilities as a % of gross sales as described below.
14. The Tenant will pay the Base Rent and additional charges on or before the 15th of each and every month of the Term to the Landlord at 151 Clubhouse Dr. New Castle, CO 81647, 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: Tenant pays an additional 0% of gross sales for the first year and 0% of gross sales for the remaining years 4 years of

the lease. Additionally tenant will pay 3% of the gross sales per month to offset additional utility expenses incurred by the restaurant.

16. 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.
17. 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

18. In addition to the Base Rent, the Tenant is responsible for paying to the Landlord its Proportionate Share of all of the following operating costs incurred by the Landlord in respect to the Building, Common Areas and Facilities and Premises:
  - a. sales or use taxes related to this Lease;
  - b. cleaning and janitorial services for the restaurant portion of the building;
  - c. window cleaning for the restaurant;
  - d. supplies used in relation to operating and maintaining the restaurant and
  - e. preventive maintenance, repair and inspection for the restaurant equipment.
19. The Landlord will be responsible for paying the following operating costs:
  - a. operating and servicing elevators;
  - b. all utilities supplied to the Common Areas and Facilities;
  - c. security;
  - d. repairs and replacements to the Building and any component of the Building;
  - e. provision, repair, replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Building;
  - f. all amounts paid to employees or third parties relating to work performed in relation to the Building including in the case of employees all usual benefits, including a management fee not to exceed 5% of gross receipts from the Building;

- g. provision of a building superintendent and associated personnel employed for the Building including a reasonable rental value for office space used by those persons and related expenses including uniforms;
  - h. all outdoor maintenance including landscaping and snow removal; and
  - i. operation and maintenance of parking areas.
20. For any rent review negotiation, the Base Rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

## Use and Occupation

21. The Tenant will carry on business under the name of dba Lakota Grill and Bakery 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.
22. 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, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

## Quiet Enjoyment

23. 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

24. 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 30 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 30 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.

25. 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 60 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 60 days to rectify, unless the Tenant will commence rectification within the said 60 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 60 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.

26. 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.

27. 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

28. 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

29. 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

30. 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.

## **Inspections and Landlord's Right to Enter**

- 31. 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.
- 32. 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.
- 33. 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**

- 34. Within 120 days prior to termination of this lease the tenant may execute a right to renew the lease for an additional 3 years by notifying the landlord in writing. Terms of the renewal will be subject to negotiation based on fair market value and must be finalized prior to 90 days from expiration of the lease..

## **Landlord Chattels**

- 35. 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. All equipment, small wares and fixtures list to be attached.

## **Tenant Improvements**

36. 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

37. 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.

### Signs

38. Tenant signage must comply with Lakota Canyon Ranch Master Association signage limitations as well as any signage compliance required by the Town Of New Castle, CO. Tenant shall provide the LCRMA Board of Directors and proposed signage prior to installation. Any notices or signs posted within the premises must be of commercial quality, no hand written postings or signs will be allowed.

### Insurance

39. 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.
40. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
41. 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.

42. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
43. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

## Tenant's Insurance

44. 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 jurisdiction where the Premises are located: (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 \$1,000,000 per occurrence/\$2,000,000 aggregate general liability limits, not less than less than 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.
45. 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.
46. 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.
47. 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.
48. 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**

49. 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.
50. 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

51. 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

52. 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.

53. 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.
54. 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**

55. 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**

56. 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**

57. 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

58. The Tenant will and does hereby indemnify and save harmless the Landlord, or any other person claiming through or under 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 builders' 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, including any losses caused, or contributed to by, any trespasser while that trespasser is in or about the Building.
59. 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.
60. 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.
61. 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

62. 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**

63. 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**

64. 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**

65. 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.
66. 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**

67. 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**

68. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
69. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
70. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
71. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
72. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

### **Bulk Sale**

73. 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**

74. Failure to maintain food safety and sanitation standards to the level acceptable to the Garfield County Health Dept. could result in termination of this lease. Tenant agrees to allow the landlord to inspect the premises for food safety and sanitation compliance at their discretion.

### **Damage to Premises**

75. 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 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

76. 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

77. 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

78. 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

79. 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.
80. 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.
81. 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.

82. 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.
83. 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.
84. 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.
85. 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.
86. 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

87. 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

88. 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
89. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
90. 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.
91. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
92. The Tenant will not engage in any illegal trade or activity on or about the Premises.
93. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
94. 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

95. 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

96. 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

97. 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

98. 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 \_\_\_\_\_ after this tenancy is terminated. The phone number of the Tenant is \_\_\_\_\_; and
  - b. the address for service of the Landlord is 151 Clubhouse Dr., New Castle CO 81647, both during this tenancy and after it is terminated. The phone number of the Landlord is (817) 658-6435.

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

## **No Waiver**

99. 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**

100. 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**

101. 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**

102. 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**

103. 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

104. 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.
105. 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.
106. 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.
107. 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.
108. 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.
109. All schedules to this Lease are incorporated into and form an integral part of this Lease.
110. 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.
111. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
112. Time is of the essence in this Lease.
113. 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.

114. 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   11th   day of March,   2020  

Angie McDonald  
(Witness)

Lakota Canyon Ranch Master Association (Landlord)

Per: Donald E. President (SEAL)

Michael J. Tuffin  
(Witness)

Lakota Grill and Bakery (Tenant)

Per: [Signature] (SEAL)



*Working to Promote Health and Prevent Disease*

195 West 14<sup>th</sup> Street  
Rifle, CO 81650

2014 Blake Avenue  
Glenwood Springs, CO 81601

P 970.625.5200 Ext. 8130  
consumerprotection@garfield-county.com

March 11, 2020

Lakota Grill and Bakery  
ATTN: Lakota Canyon Ranch HOA, Mark McDonald  
151 Clubhouse Drive  
New Castle, CO 81647

Subject: Proposed Retail Food Establishment - Lakota Grill and Bakery located at 151 Clubhouse Drive, New Castle, Colorado - Garfield County.

This department has approved the plans submitted on the subject retail food establishment listed above. Any revision(s) to the plans and/or specifications shall be submitted to the department for review and approval.

Please contact this office at least (2-3 weeks) prior to contemplated opening and arrange for a pre-operation inspection. All construction and cleaning must be completed prior to the pre-operational inspection. Below please find a checklist that will assist you in ensuring you are ready for your pre-operational inspection:

- All equipment installed and functioning
- Hot/Cold water available at all sinks
- Ambient thermometers for refrigeration units
- Probe thermometers capable of reading 0-220° F
- Sanitizer & sanitizer strips
- All hand sinks supplied with:
  - Soap, paper towels and signage
- Final Menu Draft

Additionally, please submit the completed Inter-Agency Sign-Off Sheet prior to your pre-operational inspection. If you have any additional questions, or need further assistance, please contact Rebecca Rogers at 970-625-5200 Ext. 8102.

Sincerely,

A handwritten signature in cursive script that reads "Rebecca Rogers".

Rebecca Rogers  
Environmental Health Specialist I  
Garfield County Public Health  
rrogers@garfield-county.com

FEIN 68-0550754



**COLORADO**  
Department of Public  
Health & Environment

**License to Operate: Retail Food Establishment**

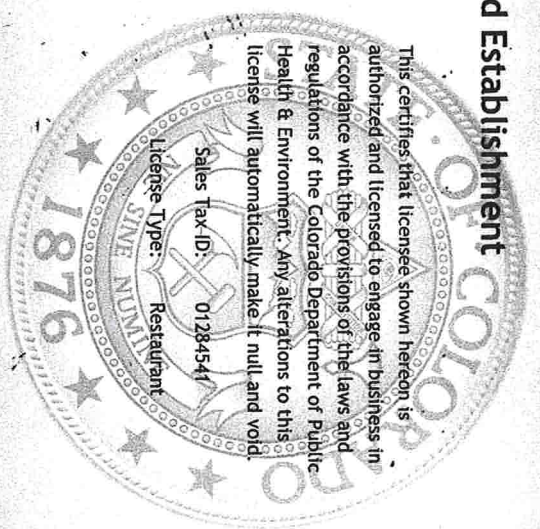
License must be posted at the following location, in a conspicuous place:

151 E Clubhouse Dr  
New Castle, CO 81647

Issue date: 5/28/20  
License Valid until: 12/31/20

Lakota Grill and Bakery  
151 E. Clubhouse Drive  
New Castle, CO 81647

Issued By: Garfield County Public Health



DR 0140 (02/16/11)  
DEPARTMENT OF REVENUE  
DENVER CO 80261-0013

Must collect  
taxes for:  
**SALES TAX  
LICENSE**

STATE	COUNTY	RTA	CITY
COLORADO	GARFIELD		NEW CASTLE
USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION		ISSUE DATE
01284541-0000	county	city	month
	24-0031-005	C	May
	industry type	liability date	day
			13
			20
			2021
			LICENSE VALID TO DECEMBER 31

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: 151 E CLUBHOUSE DR NEW CASTLE CO 81647-9424

THIS LICENSE IS NOT  
TRANSFERABLE



LAKOTA CANYON RANCH MASTER ASSOCIATION  
ATTN: INTEGRATED MOUNTAIN FINANCE  
PO BOX 1296  
GLENWOOD SPRINGS CO 81602-1296

*[Signature]*  
Executive Director  
Department of Revenue

**TOWN OF NEW CASTLE  
RESOLUTION NO. TC-2020-23**

**A Resolution of the New Castle Town Council Approving an Application from the RG Golf Ops, LLC for an Optional Premises Liquor License.**

WHEREAS, RG Lakota Golf Ops LLC (Applicant) has applied for an optional premises liquor license at 1000 Clubhouse Drive, New Castle, Colorado; and

WHEREAS, the Town Council of the Town of New Castle held a duly noticed public hearing on August 4, 2020 to consider the application; and

WHEREAS, the Town Council listened to testimony from staff, the Applicant, and members of the public concerning the application; and

WHEREAS, the Town Council finds:

1. Within the previous 2 years, the Town Council has not denied an application for the same class of license at this location or within 500 feet of this location for the reason that the reasonable requirements of the neighborhood and the desires of the adult inhabitants were satisfied by the existing outlets;
2. The Applicant is entitled to possession of the premises to be licensed by ownership, lease, rental, or other arrangement;
3. The sale of alcohol beverages at the premises is permitted under the zoning regulations applicable to the premises;
4. The building in which the alcohol beverages are to be sold is not located within 500 feet of any public or parochial school or the principal campus of any college, university, or seminary;
5. The Applicant's officers, and members holding 10 percent or more interest in the Applicant, are of good moral character;
6. The reasonable requirements of the neighborhood for the type of license for which application has been made; the desires of the adult inhabitants; and the number, type, and availability of alcohol beverage outlets located in or near the neighborhood under consideration justify the granting of the license; and

WHEREAS, based on the application and the testimony, the Town Council desires to approve the application.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of New Castle, Colorado:

1. Recitals. The Town Council adopts the foregoing recitals as findings of fact and determinations of the Council.
2. Definition of the Application. The Application consists of the documents and information identified by the Town Clerk, plus all representations of the Applicant reflected in the minutes of the Town Council public hearing on August 4, 2020.
3. Approval. The Town Council approves the Application.

Introduced, Read and Adopted at a regular meeting of the Town Council of the Town of New Castle, Colorado, on August 4, 2020.

TOWN OF NEW CASTLE

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Mayor Art Riddile

ATTEST:

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Town Clerk Melody Harrison, CMC

## MEMO

**To:** Town Council  
**From:** Melody Harrison, Town Clerk  
**Date:** July 31, 2020  
**Re:** RG Lakota Golf Ops, LLC Optional Premises Liquor License

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**Recommendation:** Staff recommends that Council approve Resolution TC-2020-23, approving an application from RG Lakota Golf Ops, LLC for an Optional Premises Liquor License.

**Policy Implications:** Adopting this recommendation would be consistent with the requirements of the State Liquor Code.

**Budget Implications:** Adopting this recommendation would allow RG Lakota Golf Ops, LLC to serve malt, vinous and spirituous liquors for on-premises consumption and Town sales tax would be collected on sales of these beverages.

  
Department Head (signature)

**Background:** RG Lakota Golf Ops, LLC has applied for a new optional premises liquor license for 1000 Clubhouse Drive, New Castle.

The applicant requested that the State Liquor Enforcement Division review its application concurrently with the Town's review of the application.

Colorado Revised Statutes Section 12-47-307(3)(c) requires the applicant to submit to fingerprinting and requires that Council, as the local licensing authority, "use the information resulting from the fingerprints-based criminal history record check to investigate and to determine if an applicant is qualified for a license." There was nothing in the applicant's background investigation that would preclude the applicant from receiving a liquor license.

The applicant applied for the license on June 25, 2020. All necessary documentation has been submitted. The applicant is in process to obtain their Health Department License to Operate a Food Establishment for the restaurant in the clubhouse, however, an optional premises liquor license does not require food service.

# Colorado Liquor Retail License Application

<input checked="" type="checkbox"/> <b>New License</b> <input type="checkbox"/> <b>New-Concurrent</b> <input type="checkbox"/> <b>Transfer of Ownership</b> <input type="checkbox"/> <b>State Property Only</b> <input type="checkbox"/> <b>Master file</b>			
<ul style="list-style-type: none"> <li>• All answers must be printed in black ink or typewritten</li> <li>• Applicant must check the appropriate box(es)</li> <li>• Applicant should obtain a copy of the Colorado Liquor and Beer Code: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a></li> </ul>			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)			
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation <p style="text-align: center;">RG Lakota Golf Ops, LLC</p>			FEIN Number 85-1475060
2a. Trade Name of Establishment (DBA)		State Sales Tax Number 944 73888	Business Telephone (970) 273-3100
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <p style="text-align: center;">1000 Clubhouse Dr.</p>			
City	County	State	ZIP Code
New Castle	Garfield	CO	81647
4. Mailing Address (Number and Street) <p style="text-align: center;">PO Box 4100</p>		City or Town Basalt	State CO ZIP Code 81621
5. Email Address <p style="text-align: center;">sgleason@romero-group.com, dromero-romero-group.com</p>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA)		Present State License Number	Present Expiration Date
		Present Class of License	
<b>Section A</b>		<b>Section B (Cont.)</b>	
<b>Nonrefundable Application Fees*</b>		<b>Liquor License Fees*</b>	
<input type="checkbox"/> Application Fee for New License.....\$1,550.00 <input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review .....\$1,650.00 <input type="checkbox"/> Application Fee for Transfer .....\$1,550.00		<input type="checkbox"/> Liquor-Licensed Drugstore (County) .....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) .....\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) .....\$500.00 <input type="checkbox"/> Manager Registration - H & R .....\$75.00 <input checked="" type="checkbox"/> Manager Registration - Tavern .....\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex .....\$75.00 <input checked="" type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County) .....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) .....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County) .....\$312.50 <input type="checkbox"/> Tavern License (City) .....\$500.00 <input type="checkbox"/> Tavern License (County) .....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City) .....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00	
<b>Section B</b>			
<b>Liquor License Fees*</b>			
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex\$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area.....\$75.00 <input type="checkbox"/> Arts License (City) .....\$308.75 <input type="checkbox"/> Arts License (County) .....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City) .....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County) .....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City) .....\$308.75 <input type="checkbox"/> Club License (County) .....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County) .....\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) .....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) .....\$227.50			
<b>* Note that the Division will not accept cash</b>			
<b>Questions? Visit: <a href="http://www.colorado.gov/enforcement/liquor">www.colorado.gov/enforcement/liquor</a> for more information</b>			
<b>Do not write in this space - For Department of Revenue use only</b>			
<b>Liability Information</b>			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

## Application Documents Checklist and Worksheet

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

<b>Items submitted, please check all appropriate boxes completed or documents submitted</b>	
<b>I.</b>	<b>Applicant information</b> <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. Return originals to local authority (additional items may be required by the local licensing authority) <input type="checkbox"/> E. All sections of the application need to be completed <input type="checkbox"/> F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application
<b>II.</b>	<b>Diagram of the premises</b> <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 type of control (fences, walls, entry/exit points, etc.) <input type="checkbox"/> C. Separate diagram for each floor (if multiple levels) <input type="checkbox"/> D. Kitchen - identified if Hotel and Restaurant <input type="checkbox"/> E. Bold/Outlined Licensed Premises
<b>III.</b>	<b>Proof of property possession (One Year Needed)</b> <input type="checkbox"/> A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk <input type="checkbox"/> B. Lease in the name of the applicant (or) (matching question #2) <input type="checkbox"/> C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant <input type="checkbox"/> D. Other agreement if not deed or lease. (matching question #2)
<b>IV.</b>	<b>Background information (DR 8404-I) and financial documents</b> <input type="checkbox"/> A. 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. <b>Do not complete fingerprint cards prior to submitting your application.</b> The Vendors are as follows: <b>IdentoGO</b> – <a href="https://uenroll.identogo.com/">https://uenroll.identogo.com/</a> Phone: 844-539-5539 (toll-free) Identogo FAQs: <a href="https://www.colorado.gov/pacific/cbi/identification-faqs">https://www.colorado.gov/pacific/cbi/identification-faqs</a> <b>Colorado Fingerprinting</b> – <a href="http://www.coloradofingerprinting.com">http://www.coloradofingerprinting.com</a> Appointment Scheduling Website: <a href="http://www.coloradofingerprinting.com/cabs/">http://www.coloradofingerprinting.com/cabs/</a> Phone: 720-292-2722 Toll Free: 833-224-2227 <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 (Copies to also be attached)
<b>V.</b>	<b>Sole proprietor/husband and wife partnership (if applicable)</b> <input type="checkbox"/> A. Form DR 4679 <input type="checkbox"/> B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
<b>VI.</b>	<b>Corporate applicant information (if applicable)</b> <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)
<b>VII.</b>	<b>Partnership applicant information (if applicable)</b> <input type="checkbox"/> A. Partnership Agreement (general or limited). <input type="checkbox"/> B. Certificate of Good Standing
<b>VIII.</b>	<b>Limited Liability Company applicant information (if applicable)</b> <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 Authority if foreign LLC (out of state applicants only)
<b>IX.</b>	<b>Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</b> <input type="checkbox"/> A. \$75.00 fee <input type="checkbox"/> B. Individual History Record (DR 8404-I) <input type="checkbox"/> C. If owner is managing, no fee required

<b>Name</b> RG Lakota Golf Ops, LLC	<b>Type of License</b>	<b>Account Number</b>		
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
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?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. _____		<input type="checkbox"/> <input checked="" type="checkbox"/>		
10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/>				
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,00000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,00000? <b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?		<input type="checkbox"/> <input checked="" type="checkbox"/>		
13 b. Are you a Colorado resident?		<input checked="" type="checkbox"/> <input type="checkbox"/>		
14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____		<input checked="" type="checkbox"/> <input type="checkbox"/>		
a. If leased, list name of landlord and tenant, and date of expiration, <b>exactly</b> as they appear on the lease:				
Landlord RG Lakota Golf, LLC	Tenant RG Lakota Golf Ops, LLC	Expires 6/30/2025		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.		<input type="checkbox"/> <input checked="" type="checkbox"/>		
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
<b>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.</b>				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?				<input checked="" type="checkbox"/> <input type="checkbox"/>
Number of additional Optional Premise areas requested. (See license fee chart)				4
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? If "yes" a copy of license must be attached.				<input type="checkbox"/> <input checked="" type="checkbox"/>

<b>Name</b> RG Lakota Golf Ops, LLC	<b>Type of License</b>	<b>Account Number</b>		
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes	<input type="checkbox"/>		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	No	<input type="checkbox"/>		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
a. Is the applicant an institution of higher education?		<input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.		<input type="checkbox"/>		
<b>23. For all on-premises applicants.</b>				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.				
<b>Last Name of Manager</b>	<b>First Name of Manager</b>			
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>				
	Yes	<input type="checkbox"/>		
	No	<input type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.		<input type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex		<input type="checkbox"/>		
<b>Last Name of Manager</b>	<b>First Name of Manager</b>			
<b>26. Tax Information.</b>				
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?	Yes	<input type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	No	<input checked="" type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
Dwayne Romero	1340 Mountain View Dr, Aspen, CO	02/15/65	President /CEO	60
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
Shawn Gleason	42 Terrace Dr, SMV, CO 81615	03/06/78	CFO	30
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name <b>RG Lakota Golf Ops, LLC</b>	Type of License	Account Number	
<b>Oath Of Applicant</b>			
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.			
Authorized Signature 	Printed Name and Title <b>DWAYNE ROMERO PRES/CEO</b>	Date <b>6/25/20</b>	
<b>Report and Approval of Local Licensing Authority (City/County)</b>			
Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)		
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:			
<input type="checkbox"/> Fingerprinted <input type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants			
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license			
(Check One)			
<input type="checkbox"/> Date of inspection or anticipated date _____ <input type="checkbox"/> Will conduct inspection upon approval of state licensing authority			
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?	<input type="checkbox"/>	<input type="checkbox"/>	
<b>NOTE:</b> The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>	
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. <b>Therefore, this application is approved.</b>			
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title	Date
Signature	Print	Title	Date

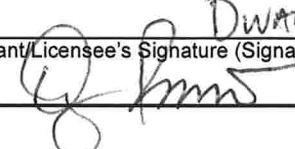
## Tax Check Authorization, Waiver, and Request to Release Information

I, Dwayne Romero am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of RG Lakota Golf Ops, 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) <p style="text-align: center;">RG Lakota Golf Ops</p>		Social Security Number/Tax Identification Number <p style="text-align: center;">85-1475060</p>	
Address <p style="text-align: center;">350 Market Street, Suite 304</p>			
City <p style="text-align: center;">Basalt</p>		State <p style="text-align: center;">CO</p>	Zip <p style="text-align: center;">81621</p>
Home Phone Number <p style="text-align: center;">970-618-8880</p>		Business/Work Phone Number <p style="text-align: center;">970-273-3100</p>	
Printed name of person signing on behalf of the Applicant/Licensee <p style="text-align: center;">DWAYNE ROMERO</p>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) 			Date signed <p style="text-align: center;">6/25/20</p>

### 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).



Colorado Secretary of State  
 Date and Time: 06/15/2020 04:02 PM  
 ID Number: 20201517313

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](http://www.sos.state.co.us).

Document number: 20201517313  
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

RG Lakota Golf Ops, LLC

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "L.L.C.", "llc", or "Ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

350 Market St, Ste 304

*(Street number and name)*

Basalt

*(City)*

CO

*(State)*

81621

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province - if applicable)*

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)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

*(Last)*

*(First)*

*(Middle)*

*(Suffix)*

or

(if an entity)

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

The Romero Group, LLC

Street address

350 Market St, Ste 304

*(Street number and name)*

Basalt

*(City)*

CO

*(State)*

81621

*(ZIP Code)*

Mailing address

(leave blank if same as street address)

*(Street number and name or Post Office Box information)*

\_\_\_\_\_  
(City) CO \_\_\_\_\_  
(State) (ZIP Code)

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

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

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Moschet Lori Ann  
(Last) (First) (Middle) (Suffix)

or

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

Mailing address 101 S Mill St Suite 200  
(Street number and name or Post Office Box information)

Aspen CO 81611  
(City) (State) (ZIP/Postal Code)  
Colorado United States  
(Province – if applicable) (Country)

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

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

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

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

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

This document contains additional information as provided by law.

8. (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.

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

Moschet	Lori	Ann	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
101 S Mill St Suite 200			
<small>(Street number and name or Post Office Box information)</small>			
Aspen		CO	81611
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<small>(Province – if applicable)</small>	United States		
	<small>(Country)</small>		

*(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.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

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,

RG Lakota Golf Ops, LLC

is a

Limited Liability Company

formed or registered on 06/15/2020 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 20201517313 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/16/2020 that have been posted, and by documents delivered to this office electronically through 06/17/2020 @ 12:33:23 .

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 06/17/2020 @ 12:33:23 in accordance with applicable law. This certificate is assigned Confirmation Number 12409359 .



*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."*

**RG Lakota Golf Clubhouse and Golf Land**  
**GROSS LEASE**

THIS GROSS LEASE is made this 1<sup>st</sup> day of July, 2020, between RG Lakota Golf, LLC (“Landlord”), whose address is 350 Market Street, Suite 304, Basalt, CO, 81621, and RG Lakota Golf Ops, LLC (“Tenant”), whose address is 350 Market Street, Suite 304, Basalt, Colorado 81621.

WITNESSETH THAT, Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises:

**Lakota Canyon Ranch Golf Club and Land** located at 1000 Clubhouse Drive, New Castle, CO 81647. An irregular in shape, but functional, 193.27-acre site comprised of 4 parcels located within City of New Castle, Garfield County, and State of Colorado. Parcel numbers, 212329300185 (130.487 acres), 212329400193 (14.522 acres), 212332200192 (31.872 acres), and 212322100188 (16.386 acres).

TO HAVE AND TO HOLD for the term and at the rental and upon the conditions and covenants hereinafter set forth.

1. **TERM AND RENEWAL OPTIONS.**

(a) The term of this Lease shall commence on the first day of July, 2020, and shall expire on the last day of June, 2025.

(b) Provided that Tenant has not been in default under any of the conditions or covenants of this Lease, then at the expiration of the original term, Tenant shall have two (2) Options to renew this Lease for five (5) year terms commencing on the 1st day of July, 2025. The Options to renew must be exercised not less than sixty (60) days prior to the expiration of the then-existing term by giving written notice to Landlord. Any renewal shall be subject to all the conditions and covenants of this Lease.

2. **USE.** Tenant shall not occupy or use the Premises or any part thereof, nor permit or suffer the same to be occupied or used for any purpose except as a Golf Course Clubhouse, Restaurant, Bar, and Golfing facility and uses incidental thereto.

3. **RENT.** During the initial 5-year lease period, Tenant covenants to pay to Landlord a gross annual rent in the amount of \$10.00 due on the fifth (5<sup>th</sup>) day of each year. This gross annual rent includes all common area assessments imposed by Landlord during the term of this Gross Lease.

4. **COMMON EXPENSES/ADDITIONAL RENT.** Tenant shall pay all maintenance and repairs in connection with the Premises, with the exception of structural components of the building and common areas maintained by the Landlord. Tenant shall be responsible for the maintenance of all direct utilities associated with the leased Premises.

5. INSURANCE. Tenant, at Tenant's expense, shall obtain and keep in full force for the benefit of Tenant and the Landlord, during the term hereof, general public liability insurance, insuring against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or casualty in or about the Premises, for injuries to any person or persons, for limits of not less than \$500,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$50,000.00. The policy or policies of insurance shall be issued by a company or companies authorized to do business in the State of Colorado and a certificate of insurance shall be delivered to the Landlord, together with evidence of the payment of the premiums therefor, no later than the date upon which the tenancy commences or the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen (15) days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement certificate with proof of payment of the premium thereof. The Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business. If for any reason as a result of Tenant's activities, use, or business, it shall be impossible to obtain fire and other hazard insurance on the buildings and improvements on the Premises, in an amount and with insurance companies acceptable to the Landlord, the Landlord may terminate this Lease and the term hereof, upon giving to Tenant, fifteen (15) days' notice in writing of the Landlord's intention to do so and upon the expiration of the time provided in said notice, this Lease and the term hereof shall terminate. If by reason of the use of the Premises by the Tenant or by character or manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards shall be increased, the Tenant shall, upon demand, pay to the Landlord, as additional rent, the amounts by which the premiums for such insurance are increased. The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from the Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

6. SECURITY. Landlord acknowledges that tenant has deposited with Landlord the sum of \$0.00, as security and \$0.00 as last month rent. Landlord now acknowledges this \$0.00 as security for the payment of rent hereunder and the full and faithful performance by the Tenant of the covenants and conditions on the part of the Tenant under this Lease. At the expiration of the term hereof, or any renewal, or in the event of earlier termination, Landlord shall, after a physical inspection of the Premises, make deductions from the security for items of damage, if any, to the Premises and for other rents and obligations, if any, of Tenant then due Landlord, returning to Tenant the balance thereof, together with an itemization of the deductions, within sixty (60) days after Tenant vacates the Premises. The security deposit shall not be construed as being held in trust for Tenant, nor shall any interest be paid thereon. Landlord may commingle the security deposit with other funds and the security shall not be construed as liquidated damages. During the term hereof, the Landlord may, if the Landlord so elects, have recourse to such security, to

make good any default by the Tenant, in which event the Tenant shall, on demand, promptly restore said security to its original amount. Liability to repay said security to the Tenant shall run with the reversion and title to said Premises, whether any change in ownership thereof be by voluntary alienation or as the result of judicial sale, foreclosure or other proceedings, or the exercise of a right of taking or entry by any mortgagee. The Landlord shall assign or transfer said security, for the benefit of the Tenant, to any subsequent owner or holder of the reversion or title to said Premises, in which case the assignee shall become liable for the repayment thereof as herein provided, and the assignor shall be deemed to be released by the Tenant from all liability to return such security. The Tenant shall not mortgage, pledge, encumber, assign or otherwise hypothecate said security without the written consent of the Landlord having been first obtained.

#### 7. ASSIGNMENT.

(a) Tenant shall not assign, sublease, mortgage, pledge, or otherwise hypothecate all or any part of this Lease or the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, except that Landlord shall not be obligated to accept any change in use of the Premises. In the event Tenant is a corporation, the aforementioned prohibitions shall apply to any transfer, sale or other disposition, whether voluntary or involuntary, of any stock in Tenant or to any merger, consolidation or dissolution or any other transaction, the effect of which would be to in any way avoid or circumvent such prohibitions. In the event of any proposed assignment or sublease, Landlord shall be entitled to review complete financial information, business experience and operating plan and such other reasonable information as may be requested by Landlord as such relates to the proposed assignee or sublessee. Landlord shall be entitled to reject any proposed assignee or sublessee if, without limiting Landlord's review, that party's financial condition, operating plan or experience is not deemed reasonably satisfactory to insure full performance under the Lease.

(b) Tenant may assign this Lease to a corporation or limited liability company established to operate the business so long as the individuals executing this Lease shall remain personally liable hereunder. Any transfer of stock between the original shareholders and any transfer of stock which does not result in a conveyance of more than fifty percent (50%) of the stock of the corporation to parties other than the original shareholders shall not require Landlord's consent and approval.

#### 8. REPAIRS.

(a) The Tenant has examined the Premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. Tenant is relying upon its own inquiry as to applicable zoning and other land use regulations, if any, governing the permitted uses of the Premises. In addition to the obligations described in paragraph 4 above, Tenant shall take good care of the Premises and shall, at the Tenant's own cost and expense, make all repairs, including painting and decorating, and shall maintain the Premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the Premises in good order and condition, ordinary wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant shall neither encumber nor obstruct the sidewalks, driveways,

yards, entrances, hallways and stairs. In case of destruction of, or any damage to the glass in the Premises, or the destruction of, or damage of any kind whatsoever to the Premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or any cause not directly attributable to the neglect of Landlord, the Tenant shall repair the said damage or replace or restore any destroyed parts of the Premises, as speedily as possible, at the Tenant's own cost and expense.

(b) In the event the Landlord performs repairs or maintenance to structural components of the building or to common areas which results in an inability of Tenant to conduct its business on such hours and in such fashion as is customary for Tenant, Tenant shall be entitled to an equitable abatement of rent which shall be determined by agreement of the parties. In the event the parties cannot agree upon the amount or extent of abatement, such dispute shall be referred to a neutral third-party arbitrator acceptable to Landlord and Tenant. In the event the parties cannot agree on the selection of an arbitrator, the arbitrator shall be appointed by a judge of the Eagle County District Court. Prior to agreement on the amount or extent of abatement or determination of such by an arbitrator, Tenant shall remain obligated to pay all amounts due hereunder and shall not be entitled to unilaterally reduce any payment otherwise due Landlord.

9. ALTERATIONS. No alterations, additions, or improvements shall be made, and no fixtures shall be installed in or attached to the Premises, without the written consent of Landlord, and all existing fixtures attached to the Premises shall remain the property of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements when made, installed in or attached to the said Premises, shall belong to and become the property of the Landlord and shall be surrendered with the Premises as part thereof upon the expiration or sooner termination of this Lease, without hindrance, molestation, or injury. Notwithstanding that they may have become an integral part of the Premises, Landlord may require Tenant to remove all or any part of such alterations, additions, improvements or fixtures at the expiration or earlier termination of this Lease, restoring the Premises to the same condition existing at the beginning of the original term, ordinary wear and tear excepted. If Landlord does so require, Tenant shall repair all damages resulting from such removal and should Tenant fail to remove such alterations, additions, improvements or fixtures or fail to repair damages resulting from such removal, Landlord may remove the same or make such repairs for Tenant's account, and Tenant shall pay to Landlord, on demand, an amount equal to Landlord's costs incurred in such removal or repair. All work with respect to any permitted alterations, additions, or improvements shall be done at Tenant's sole expense in a good and workmanlike manner, strictly in accordance with the plans and specifications approved by Landlord. In doing said work, other Tenants of Landlord shall not be adversely affected nor unreasonably inconvenienced. Tenant shall, at its own expense, obtain all necessary building or other permits or approvals required by appropriate governmental authorities prior to beginning such work. If any mechanics' or other liens shall be created or filed against the leased Premises by reason of labor performed or materials furnished for the Tenant in the alteration, addition or repair to any building or improvement, the Tenant shall within ten (10) days thereafter, at the Tenant's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices of Intention that may have been filed. Failure to do so shall entitle Landlord to resort to such remedies as are provided herein in the case of any default of this Lease, in addition to such as are permitted by law. Any goods, inventory, or other

personal property of Tenant not affixed to the Premises and not removed by Tenant upon termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by the Tenant, or upon the Tenant's eviction, shall be considered abandoned and Landlord shall have the right, without any notice to the Tenant, to remove or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of sale, if any.

10. SIGNS. Tenant may, at its expense, install signs on the Premises and, to the extent permitted by Landlord, on the exterior of the building in which the Premises are located. Upon the expiration of this Gross Lease, Tenant shall cause to be removed all signs, all lettering and other window stickers and shall cause to be repaired or filled any holes in drywall, wood framing, brick façade or other locations where signs are installed.

11. UTILITIES. Tenant shall be solely responsible for all utilities separately metered or provided to the Premises, including, without limitation, electrical, internet and telephone services.

12. COMPLIANCE WITH LAW. The Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements, and directives of the federal, state, and municipal governments or public authorities and of all their departments, bureaus and subdivisions applicable to and affecting the said Premises, their use and occupancy, and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said Premises and its contents, for the prevention of fire or other casualty, damage or injury, all at Tenant's own cost and expense. Tenant shall not use the Premises for any purposes deemed unlawful, disreputable, or extra hazardous.

13. MORTGAGE PRIORITY. This Lease shall not be a lien against the Premises with respect to any mortgages or trust deeds now or hereafter placed upon the Premises or the building. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this Lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this Lease to any such mortgage or mortgages. In addition, Tenant shall, upon request, execute any estoppel certificates or attornment agreements that may be required by the holder of any mortgage or trust deed now or hereafter placed upon the Premises or the building. A refusal by the Tenant to execute any such instruments shall entitle the Landlord to at once terminate this Lease. Tenant agrees not to record or file its Lease in the real estate records affecting the building in which the Premises is located. Any such recording in violation hereof shall be considered a slander of Landlord's title and a breach of this entire Lease. This covenant shall survive the expiration or earlier termination of this Lease. Nothing contained herein shall be deemed a right of any mortgagee to terminate this Lease agreement except upon the expiration of its term or default by Tenant. Nothing herein shall be deemed to require Tenant to grant to any mortgagee the right to compel the termination of this Lease prior to its scheduled expiration.

14. CONDEMNATION. If the land and the Premises leased herein, or of which the

leased Premises are a part, or any portion hereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions, if any, the Landlord shall grant an option to purchase and or shall sell and convey the said Premises, or any portion thereof, to the governmental or other public authority, agency, body or public utility, seeking to take said land and Premises or any portion thereof, then this Lease, at the option of Landlord, shall terminate and the term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body, or public utility seeking to take or acquire the said lands and Premises or any portion thereof. The Tenant covenants and agrees to vacate said Premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

15. LANDLORD'S LIEN. Tenant hereby grants to Landlord a security interest in any and all of Tenant's furniture, fixtures, equipment and inventory whenever acquired, their proceeds and the proceeds of any and all insurance policies carried thereon as and for additional security for the faithful performance by Tenant of all of its obligations hereunder. Tenant agrees to execute and deliver to Landlord, upon request, such additional documents as Landlord may require to establish and perfect such security interest including, without limitation, a financing statement in form satisfactory to Landlord, which is to be executed and delivered by Tenant to Landlord. The exercise by Landlord of any rights in and to such furniture, fixtures, equipment and inventory upon default hereunder shall be governed by Article 9 of the Colorado Uniform Commercial Code, as in effect at the time of such default, but such exercise shall not preclude Landlord from exercising any or all other rights and remedies hereunder or as provided by law. Landlord's lien shall be subordinate to a validly perfected security interest granted by tenant for any purchase money financing for equipment, interiors or improvements.

16. CASUALTY. In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the Premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the Premises be so extensively and substantially damaged as to render them untenable, then the rent shall cease until such time as the Premises shall be made tenantable by the Landlord. However, if, in the opinion of the Landlord, the Premises be totally destroyed or so extensively or substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall come to an end. In no event, however, shall the provisions of this clause become effective or be applicable if the fire or other

casualty and damage shall be the result of carelessness, negligence or improper conduct of the Tenant or Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for payment of rent and the performance of all the covenants and conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

17. INSPECTION AND REPAIR. The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said Premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs. Tenant expressly waives and releases any claim, demand, or cause of action it might have by reason of any inconvenience, annoyance to Tenant, his guests, licensees, or invitees arising from any maintenance, alteration or repair to any portion of the Premises, the building in which it is located, or the property upon which it is situated. Tenant grants to Landlord the right to temporarily discontinue utilities or any of them at any such time or times as may be necessary by reason of any such maintenance work, alteration or repair.

18. RIGHT TO EXHIBIT. Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the Premises to persons wishing to rent or purchase the same, and Tenant agrees that for a period of thirty (30) days preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees, or other representatives shall have the right to place notices on the front of said Premises or any part thereof, offering the Premises for rent or for sale; and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

19. REIMBURSEMENT. If the Tenant shall fail or refuse to comply with or perform any conditions or covenants of this Lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions or covenants, at the cost and expense of the Tenant, which cost and expense shall be payable to Landlord on demand as additional rent. This remedy shall be in addition to such other remedies as the Landlord may have under this Lease.

20. DEFAULT. If there should occur any default on the part of the Tenant in the performance of any conditions or covenants herein contained, which default has not been fully cured within three (3) days of written notice, or if, during the term hereof, the Premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by summary proceedings or otherwise, without being liable for prosecution therefor, or for damages, and whether or not this Lease has been terminated, re-enter the said Premises and again possess the same; and re-let the Premises and receive the rents therefor and apply the same, first to the payment of such expenses,

reasonable attorneys' fees and costs, as the Landlord may have incurred in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees, and costs; the same to be paid as such deficiencies arise and are ascertained each month. In addition, upon any default, except for a default in the payment of rent or additional rent, or if Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy sale, death of Tenant, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this Lease, upon giving to the Tenant or to any trustee, receiver, assignee, personal representative, or other person in charge of or acting as custodian of the assets or property of the Tenant, ten (10) days' notice in writing, of the Landlord's intention to do so. Upon the giving of such notice, this Lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this Lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages. Provided, however, during said ten (10) day period, Tenant shall be entitled to cure any default for which Landlord has issued notice, and if such default is cured within the ten (10) day period, Landlord shall not be entitled to terminate this Lease. Furthermore, should a default exist which requires more than ten (10) days to cure, with the exception of default in the payment of rent or the maintenance of required insurance, Tenant shall be entitled to a reasonable additional period of time within which to effect such cure so long as Tenant diligently, continuously and in good faith attempts to cure such default at the earliest possible time. No right of redemption shall be exercised under any present or future law of the State of Colorado, in case the Tenant shall be dispossessed for any cause, or if the Landlord shall, in any other manner, obtain possession of the Premises in consequence of the violation of any of the covenants and agreements of the Tenant. To the extent that statutorily required three (3) day demand for possession or payment of rent may be deemed a right of redemption, the right of Tenant to pay rent and cure a default in the payment of rent hereunder shall not be deemed waived by this paragraph. Tenant expressly waives the right to have any dispute or claim hereunder tried to a jury.

21. ATTORNEYS' FEES. Tenant shall pay, upon demand, reasonable attorneys' fees and all other expenses incurred by the Landlord by reason of any action to which Landlord shall be made a party because of act or omission of Tenant in connection with Tenant's use or occupancy of the Premises. In any action to enforce any provision of this Lease or to recover damages for breach, Landlord shall be entitled to recover its actual and reasonable expenses incurred in connection therewith including reasonable attorneys' fees.

22. LANDLORD NOT LIABLE. The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person as a consequence of the failure, leakage or obstruction of the water, plumbing, sewer, waste or soil pipes, roof, drains, gutters, downspouts or the like, or of the electrical, gas, power, refrigerator, sprinkler, air conditioning or

heating systems; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or this or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of, or failure, beyond the control of the Landlord, of any service to be furnished or supplied by the Landlord, except as a consequence of Landlord's actual negligence.

23. QUIET ENJOYMENT. Subject to the terms of this Lease, Landlord covenants and represents that the Landlord is the owner of the Premises herein leased and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant, on paying the rent and performing the conditions and covenants herein contained, may peaceably and quietly have, hold and enjoy the leased Premises for the term aforementioned.

24. CUMULATIVE REMEDIES. The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment or rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

25. HOLDING OVER. This Lease shall expire of its own accord without notice at the end of the term, or any renewal, as herein specified. If, after the expiration of this Lease, Tenant remains in possession of the Premises with or without the Landlord's consent, such holding over shall be a tenancy-at-will at a rental equal to 125% of the last monthly rental provided in this Lease, and otherwise subject to all the obligations and conditions of this Lease.

26. SEVERABILITY. The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

27. NOTICES. All notices required under the terms of this Lease shall be given in person, by email or by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. If not sooner received, any notice given by mail shall conclusively be deemed received three (3) days after the date of certification or registration.

28. ENTIRE LEASE. This Lease contains the entire agreement between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

29. REFERENCES. In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

30. BINDING EFFECT. All terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns respectively; provided, however, the term "Landlord" as used in this Lease so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner of the building in which the Premises is located and, in the event of any transfer of such interest, Landlord herein named shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability with respect to performance of any covenants or obligations thereafter to be performed under this Lease, it being intended hereby that the covenants and obligations of Landlord contained in this Lease or provided by law shall be binding on Landlord, its successors and assigns, only during and with respect to their respective successive periods of ownership.

31. PERSONAL GUARANTEES. Where this Lease is signed by the individual or individuals named below ("Guarantor" or "Guarantors") such person or persons by their signatures do hereby personally, unconditionally and irrevocably and if more than one, jointly and severally, guarantee the prompt and faithful payment and performance of all of the obligations, terms and provisions of the Lease by Tenant or any assignee or sublease of Tenant, including, but not limited to, the payment of all rent and additional rent and other sums due to Landlord under the Lease. Guarantor(s) do hereby waive each and every notice under the Lease, or otherwise, and expressly consent to each and every extension of time, leniency, modification, amendment, supplement, waiver, forbearance, or any other change which may be made in any term, condition or obligation of the Lease, and no such change, modification, extension, waiver or forbearance shall release Guarantor(s) from any liability or obligation hereunder. The liability of the Guarantor(s) hereunder shall in no way be affected by, and Guarantor(s) expressly waive any defenses that may arise by reason of: (i) the release or discharge of the Tenant or any other guarantor in any creditors, receivership, bankruptcy or other proceedings; (ii) the impairment, limitation or modification of the liability of the Tenant or any other guarantor or the estate of the Tenant or any other guarantor in bankruptcy, or from any remedy for the enforcement of the Tenant's liability under the Lease, resulting from the operation of any present or future provision of any bankruptcy laws or other statute or from the decision in any court; (iii) the rejection or disaffirmance of the Lease in any such proceedings; (iv) the modification, assignment, sublet or transfer of the Lease by the Tenant; (v) any disability or other defense of the Tenant; or (vi) the cessation from any cause whatsoever of the liability of the Tenant or any other guarantor. It is specifically understood and agreed that, in the event of a default by Tenant under the terms, provisions or obligations of the Lease, Landlord shall be entitled to commence any action or proceeding directly against the Guarantor(s) without first commencing any action or otherwise proceeding against Tenant or any other guarantor or without otherwise exhausting any available remedies against Tenant or any other guarantor. In the event that any action be commenced by Landlord to enforce the provisions of this guaranty, Landlord shall be entitled, if it shall prevail in any such action or proceeding, to recover from Guarantor(s) all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.

32. ADDITIONAL PROVISIONS.

(a) No smoking shall be allowed in the Premises.

(b) Tenant shall be solely responsible for obtaining any and all necessary permits in connection with any modification, alteration and use of the Premises, as approved in writing by Landlord. All operations in the Premises and any improvements installed therein shall be in accordance with all applicable laws, rules and regulations.


(c) Tenant shall be responsible, at Tenant's costs, for obtaining or installing any signs identifying Tenant's business.

(d) Tenant shall be responsible for all costs associated with painting, remodeling and interior partitioning the Premises as such may be approved by Landlord, in writing, in advance.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

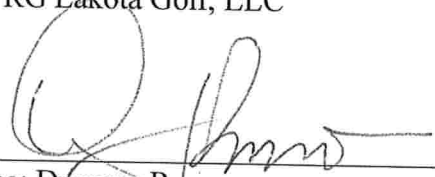
TENANT:

RG Lakota Golf Ops, LLC

By:   
Name: Shawn Gleason  
Title: Manager / CFO

LANDLORD:

RG Lakota Golf, LLC

By:   
Name: Dwayne Romero  
Title: Manager / CEO

**OPERATING AGREEMENT OF  
RG LAKOTA GOLF, LLC,  
A COLORADO LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT (the "Operating Agreement") is entered into and adopted by all of the members of RG LAKOTA Golf Ops, LLC, a Colorado Limited Liability Company (the "Company"), to be effective as of the 15<sup>th</sup> day of June 2020.

**RECITALS**

A. On June 15, 2020, the Organizer of the Company caused the Articles of Organization (the "Articles") to be filed with the Colorado Secretary of State pursuant to the laws set forth in the Colorado Limited Liability Company Act, C.R.S. Section 7-80-101, *et seq.* (the "Act"). Pursuant to such filing, the Company was duly formed.

B. The Members of the Company unanimously desire to adopt this Operating Agreement, which shall govern the rights, duties, limitations, qualifications and relations among the Members, the Managers, the Members' assignees and transferees, and the Company.

C. Except as otherwise specifically provided by the Act, the Members desire that the Operating Agreement take precedence and control over any conflicting or contrary provisions in the Act. To the extent the Operating Agreement is silent upon a matter, the Act shall control.

**AGREEMENT**

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

**SECTION I**  
**DEFINITIONS**

1.1 **Definitions.** Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Section 1.1:

**"Adjusted Capital Account Deficit"** means, with respect to any Member, the deficit balance, if any, in such Member's Capital Account as of the end of the relevant Fiscal Year, after giving effect to the following adjustments:

(a) crediting to such Capital Account any amount which such Member is obligated to restore or is deemed to be obligated to restore pursuant to Treasury Regulations Sections 1.704-1(b)(2)(ii)(c), 1.704-2(g)(1) and 1.704-2(i); and

(b) debiting to such Capital Account the items described in Treasury Regulation Section 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

**"Adjusted Taxable Income"** of a Member for a Fiscal Year (or portion thereof) with respect to Units held by such Member means the federal taxable income allocated by the Company to the

Member with respect to such Units (as adjusted by any final determination in connection with any tax audit or other proceeding) for such Fiscal Year (or portion thereof); provided, that such taxable income shall be computed (i) minus any excess taxable loss or excess taxable credits of the Company for any prior period allocable to such Member with respect to such Units that were not previously taken into account for purposes of determining such Member's Adjusted Taxable Income in a prior Fiscal Year to the extent such loss or credit would be available under the Code to offset income of the Member (or, as appropriate, the direct or indirect members of the Member) determined as if the income, loss, and credits from the Company were the only income, loss, and credits of the Member (or, as appropriate, the direct or indirect members of the Member) in such Fiscal Year and all prior Fiscal Years, and (ii) taking into account any special basis adjustment with respect to such Member resulting from an election by the Company under Code Section 754.

“**Affiliate**” means, with respect to any Person, any other Person who, directly or indirectly (including through one or more intermediaries), controls, is controlled by, or is under common control with, such Person. For purposes of this definition, “**control**,” when used with respect to any specified Person, shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or partnership or other ownership interests, by contract or otherwise; and the terms “**controlling**” and “**controlled**” shall have correlative meanings.

“**Agreement**” means this Operating Agreement, as executed and as it may be amended, modified, supplemented or restated from time to time, as provided herein.

“**Applicable Law**” means all applicable provisions of (a) constitutions, treaties, statutes, laws (including the common law), rules, regulations, decrees, ordinances, codes, proclamations, declarations or orders of any Governmental Authority; (b) any consents or approvals of any Governmental Authority; and (c) any orders, decisions, advisory or interpretative opinions, injunctions, judgments, awards, decrees of, or agreements with, any Governmental Authority.

“**Bankruptcy**” means, with respect to a Member, the occurrence of any of the following: (a) the filing of an application by such Member for, or a consent to, the appointment of a trustee of such Member's assets; (b) the filing by such Member of a voluntary petition in bankruptcy or the filing of a pleading in any court of record admitting in writing such Member's inability to pay its debts as they come due; (c) the making by such Member of a general assignment for the benefit of such Member's creditors; (d) the filing by such Member of an answer admitting the material allegations of, or such Member's consenting to, or defaulting in answering a bankruptcy petition filed against such Member in any bankruptcy proceeding; or (e) the expiration of sixty (60) days following the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating such Member a bankrupt or appointing a trustee of such Member's assets.

“**BBA**” means the Bipartisan Budget Reconciliation Act of 2018.

“**BBA Procedures**” has the meaning set forth in Section 12.1.5.

**“Book Depreciation”** means, with respect to any Company asset for each Fiscal Year, the Company’s depreciation, amortization, or other cost recovery deductions determined for federal income tax purposes, except that if the Book Value of an asset differs from its adjusted tax basis at the beginning of such Fiscal Year, Book Depreciation shall be an amount which bears the same ratio to such beginning Book Value as the federal income tax depreciation, amortization, or other cost recovery deduction for such Fiscal Year bears to such beginning adjusted tax basis; provided, that if the adjusted basis for federal income tax purposes of an asset at the beginning of such Fiscal Year is zero and the Book Value of the asset is positive, Book Depreciation shall be determined with reference to such beginning Book Value using any permitted method selected by the Manager in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv)(g)(3).

**“Book Value”** means, with respect to any Company asset, the adjusted basis of such asset for federal income tax purposes, except as follows:

(a) the initial Book Value of any Company asset contributed by a Member to the Company shall be the gross Fair Market Value of such Company asset as of the date of such contribution;

(b) immediately prior to the Distribution by the Company of any Company asset to a Member, the Book Value of such asset shall be adjusted to its gross Fair Market Value as of the date of such Distribution;

(c) the Book Value of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Manager, as of the following times:

(i) the acquisition of an additional Membership Interest in the Company by a new or existing Member in consideration of a Capital Contribution of more than a *de minimis* amount;

(ii) the Distribution by the Company to a Member of more than a *de minimis* amount of property (other than cash) as consideration for all or a part of such Member’s Membership Interest in the Company;

(iii) the grant to a service provider of any Incentive Compensation; and

(iv) the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g);

*provided*, that adjustments pursuant to clauses (i), (ii) and (iii) above need not be made if the Manager reasonably determines that such adjustment is not necessary or appropriate to reflect the relative economic interests of the Members and that the absence of such adjustment does not adversely and disproportionately affect any Member;

(d) the Book Value of each Company asset shall be increased or decreased, as the case may be, to reflect any adjustments to the adjusted tax basis of such Company asset pursuant to Code

Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Account balances pursuant to Treasury Regulation Section 1.704-1(b)(2)(iv)(m); *provided*, that Book Values shall not be adjusted pursuant to this paragraph (d) to the extent that an adjustment pursuant to paragraph (c) above is made in conjunction with a transaction that would otherwise result in an adjustment pursuant to this paragraph (d); and

(e) if the Book Value of a Company asset has been determined pursuant to paragraph (a) or adjusted pursuant to paragraphs (c) or (d) above, such Book Value shall thereafter be adjusted to reflect the Book Depreciation taken into account with respect to such Company asset for purposes of computing Profits and Loss.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which commercial banks in the City of Denver are authorized or required to close.

“**Capital Account**” has the meaning set forth in Section 3.9.

“**Capital Contribution**” means, for any Member, the total amount of cash and cash equivalents and the Book Value of any property contributed to the Company by such Member.

“**Cause**” means any of the following:

(a) the repeated failure to perform substantially the duties as an employee or other associate of the Company or any of the Company Subsidiaries (other than any such failure resulting from his Disability) which failure, whether committed willfully or negligently, has continued unremedied for more than thirty (30) days after the Company has provided written notice thereof; *provided*, that a failure to meet financial performance expectations shall not, by itself, constitute a failure by the service provider to substantially perform his duties;

(b) fraud or embezzlement;

(c) material dishonesty or breach of fiduciary duty against the Company or any of the Company Subsidiaries;

(d) willful misconduct or gross negligence which is injurious to the Company or any of the Company Subsidiaries;

(e) any conviction of, or the entering of a plea of guilty or *nolo contendere* to, a crime that constitutes a felony (or any state-law equivalent) or that involves moral turpitude, or any willful or material violation by such service provider of any federal, state or foreign securities laws;

(f) any conviction of any other criminal act or act of material dishonesty, disloyalty or misconduct by such service provider that has a material adverse effect on the property, operations, business or reputation of the Company or any of the Company Subsidiaries;

(g) the unlawful use (including being under the influence) or possession of illegal drugs on the premises of the Company or any of the Company Subsidiaries while performing any duties or responsibilities with the Company or any of the Company Subsidiaries;

(h) the material violation of any rule or policy of the Company or any of the Company Subsidiaries; or

(i) the material breach by such service provider of any covenant undertaken herein, any effective award agreement, employment agreement or any written non-disclosure, non-competition, or non-solicitation covenant or agreement with the Company or any of the Company Subsidiaries.

**“Change of Control”** means: (a) the sale of all or substantially all of the assets of the Company and the Company Subsidiaries to a Third Party Purchaser; (b) a sale resulting in no less than a majority of the Class A Units on a Fully Diluted Basis being held by a Third Party Purchaser; or (c) a merger, consolidation, recapitalization or reorganization of the Company with or into a Third Party Purchaser that results in the inability of the Members to designate or elect the Manager (or the board of directors (or its equivalent) of the resulting entity or its parent company).

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company”** has the meaning set forth in the Preamble.

**“Company Subsidiary”** means a Subsidiary of the Company.

**“Disability”** means a Person’s incapacity due to physical or mental illness that: (a) shall have prevented the performance of duties for the Company or any of the Company Subsidiaries on a full-time basis for more than ninety (90) or more consecutive days or an aggregate of one hundred eighty (180) days in any 365-day period; or (b)(i) the Manager(s) determine(s), in compliance with Applicable Law, is likely to prevent the performance such duties for such period of time and (ii) thirty (30) days have elapsed since delivery of the determination of the Manager(s) without the resumption of such performance (in which case the date of termination in the case of a termination for **“Disability”** pursuant to this clause (b) shall be deemed to be the last day of such 30-day period).

**“Distribution”** means a distribution made by the Company to a Member, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; *provided*, that none of the following shall be a Distribution: (a) any redemption or repurchase by the Company or any Member of any Units; (b) any recapitalization or exchange of securities of the Company; (c) any subdivision (by a split of Units or otherwise) or any combination (by a reverse split of Units or otherwise) of any outstanding Units; or (d) any fees or remuneration paid to any Member in such Member’s capacity as a service provider for the Company or a Company Subsidiary. **“Distribute”** when used as a verb shall have a correlative meaning.

**“Fair Market Value”** of any asset as of any date means the purchase price that a willing buyer having all relevant knowledge would pay a willing seller for such asset in an arm’s length

transaction, as determined in good faith by the Manager based on such factors as the Manager, in the exercise of its reasonable business judgment, considers relevant.

“**Fiscal Year**” means the calendar year, unless the Company is required to have a taxable year other than the calendar year, in which case Fiscal Year shall be the period that conforms to its taxable year.

“**Fully Diluted Basis**” means, as of any date of determination, (a) with respect to all the Units, all issued and outstanding Units of the Company, or (b) with respect to any specified type, class or series of Units, all issued and outstanding Units designated as such type, class or series.

“**Governmental Authority**” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

“**Gross Asset Value**” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

(a) The initial Gross Asset Value of any asset contributed by a Unitholder to the Company shall be the gross Fair Market Value of such asset, as determined by the Manager;

(b) The Gross Asset Values of all Company assets shall be adjusted to equal their respective gross Fair Market Values, as determined by the Manager, as of the following times: (i) in connection with an acquisition of an interest in the Company by any new or existing Unitholder in exchange for more than a *de minimis* Capital Contribution; (ii) in connection with the liquidation of the Company or a Distribution by the Company to a Unitholder of more than a *de minimis* amount of Company property as consideration for an interest in the Company; or (iii) in connection with the grant of more than a *de minimis* interest in the Company as consideration for the provision of services to or for the benefit of the Company by an existing Unitholder acting in a Unitholder capacity, or by a new Unitholder acting in a Unitholder capacity or in anticipation of being a Unitholder; provided, however, that the foregoing adjustments shall be made only if they are necessary or appropriate to reflect the relative economic interests of the Unitholders in the Company;

(c) The Gross Asset Value of any Company asset distributed to any Unitholder shall be adjusted to equal the gross Fair Market Value of such asset on the date of Distribution, as determined by the Manager;

(d) The Gross Asset Values of Company assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulation Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this subsection to the extent that an adjustment

is required pursuant to subsection (b) above in connection with a transaction that would otherwise result in an adjustment under this subsection (d); and

(e) The Gross Asset Value of any Company asset shall be adjusted to reflect any cost recovery deductions claimed with respect to such asset as described in the definition of “Profits” and “Losses.”

“**Managers**” means the Managers identified by this Agreement as of the date hereof.

“**Member**” means (a) each Person identified on the Members Schedule as of the date hereof as a Member and who has executed this Agreement or a counterpart thereof (each, an “**Initial Member**”); and (b) and each Person who is hereafter admitted as a Member in accordance with the terms of this Agreement and the Acts, in each case so long as such Person is shown on the Company’s books and records as the owner of one or more Units. The Members shall constitute the “members” (as that term is defined in the Acts) of the Company.

“**Member Nonrecourse Debt**” means “partner nonrecourse debt” as defined in Treasury Regulation Section 1.704-2(b)(4), substituting the term “Company” for the term “partnership” and the term “Member” for the term “partner” as the context requires.

“**Member Nonrecourse Debt Minimum Gain**” means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if the Member Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Treasury Regulation Section 1.704-2(i)(3).

“**Member Nonrecourse Deduction**” means “partner nonrecourse deduction” as defined in Treasury Regulation Section 1.704-2(i), substituting the term “Member” for the term “partner” as the context requires.

“**Membership Interest**” means an interest in the Company owned by a Member, including such Member’s right (based on the type and class of Unit or Units held by such Member), as applicable, (a) to a Distributive share of Profits, Losses and other items of income, gain, loss and deduction of the Company; (b) to a Distributive share of the assets of the Company; (c) to vote on, consent to or otherwise participate in any decision of the Members as provided in this Agreement; and (d) to any and all other benefits to which such Member may be entitled as provided in this Agreement or the Act.

“**Nonrecourse Liability**” has the meaning set forth in Treasury Regulations Section 1.704-2(b)(3).

“**Nonvoting Interests**” means the Class B Nonvoting Interests issued by the Company to the Members not entitled to vote on matters affecting the Company.

“**Nonvoting Members**” means the Members holding Nonvoting Interests.

“**Officers**” has the meaning set forth in Sections 3.8 and 6.

“**Ownership Interest**” means the total of the Voting Interests and Nonvoting Interests held by a Member, together with all of the rights that arise from such interests. The Ownership Interest of a Member shall be calculated by adding together that Member’s Voting and Nonvoting Interests and then dividing this sum by the total of all of the Members’ Voting and Nonvoting Interests.

“**Percentage Voting Interest**” means, with respect to a Voting Member, the percentage that is derived when the Member’s Voting Interest account is divided by the total of all of the Voting Interests.

“**Permitted Transferee**” means a recipient of a permitted transfer.

“**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“**Pro Rata**” means in proportion to the relevant Members’ ownership of Units of any class or group, unless a specific class or group is designated, in which case, it shall mean in proportion to the relevant Unitholders’ ownership of Units of such class or group

“**Profits**” and “**Losses**” means, for each Fiscal Year or other period for which the Company is required to compute Profits, Losses or other items of Company income, gain, loss, or deduction, an amount equal to the Company’s taxable income or loss for such year or period, determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, or deduction required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from federal income tax and not otherwise taken into account in computing Profits and Losses pursuant to this Section shall be added to such taxable income or loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Profits or Losses pursuant to this Section shall be subtracted from such taxable income or loss;

(c) In the event the Gross Asset Value of any Company asset is adjusted as provided in subsection (b) or (c) of the definition of “Gross Asset Value,” the amount of such adjustment shall be taken into account as gain or loss from the disposition of such asset for purposes of computing Profits and Losses;

(d) Gain or loss resulting from any disposition of Company property with respect to which gain or loss is recognized for federal income tax purposes shall be computed by reference to

the Gross Asset Value of the property disposed of, notwithstanding that the adjusted tax basis of such property differs from its Gross Asset Value;

(e) If the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of a Fiscal Year, cost recovery deductions with respect to such asset shall be computed by reference to the asset's Gross Asset Value using the same method as is used to compute cost recovery deductions for federal income tax purposes; provided, however, that if the adjusted basis for federal income tax purposes of the asset at the beginning of such Fiscal Year is zero, cost recovery deductions shall be computed by reference to the asset's Gross Asset Value using any reasonable method;

(f) To the extent an adjustment to the adjusted tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a Distribution other than in complete liquidation of an Unitholder's Units, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases the basis of the asset) from the disposition of the asset and shall be taken into account for purposes of computing Profits or Losses; and

(g) Notwithstanding any other provision of this Section, any items of income, gain, loss, or deduction which are specially allocated to a Unitholder shall not be taken into account in computing Profits or Losses

The amounts of the items of the Company income, gain, loss, or deduction available to be specially allocated under the provisions of the Agreement (if any) shall be determined by applying the rules analogous to those set forth in subsections (a) through (f) above.

**"Representative"** means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

**"Securities Act"** means the Securities Act of 1933, as amended, or any successor federal statute, and the rules and regulations thereunder, which shall be in effect at the time.

**"Subsidiary"** means, with respect to any Person, any other Person of which a majority of the outstanding shares or other equity interests having the power to vote for directors or comparable managers are owned, directly or indirectly, by the first Person.

**"Substitute Member"** means any Person who or which is admitted to the Company as a Substitute Member pursuant to the Acts.

**"Tax Amount"** of a Member for a Fiscal Year means the product of (a) the Tax Rate and (b) the Adjusted Taxable Income of the Member for such Fiscal Year with respect to its Units.

“**Transfer**” means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or similar disposition of, any Units owned by a Person or any interest (including a beneficial interest) in any Units owned by a Person. “**Transfer**” when used as a noun shall have a correlative meaning.

“**Transferor**” and “**Transferee**” mean a Person who makes or receives a Transfer, respectively.

“**Treasury Regulations**” means the final or temporary regulations issued by the United States Department of Treasury pursuant to its authority under the Code, and any successor regulations.

“**Unit**” means an item of intangible personal property that gives the holder certain rights, and subjects to the holder to certain restrictions and obligations, as set forth in this Agreement.

“**Unitholder**” means any Person who holds Units in the Company, regardless of whether such Person is a Member. Any reference to “Unitholders” in this Agreement shall be deemed a reference both to Unitholders who are Members and to Unitholders who are not Members, but any reference to “Members” in this Agreement shall be deemed a reference only to those Unitholders who are Members. A Unitholder that is not a Member shall only have the right to receive allocations and Distributions with respect to his or her Units, as provided herein, but, to the fullest extent permitted by the Acts, shall not have any other rights accorded to a Member hereunder or under the Acts, including the right to (a) participate in the management of the business and affairs of the Company, (b) vote on, consent to, or approve any matters, or (c) have access to information or the books and records of the Company.

“**Unit Purchase Agreement**” means, collectively, those certain subscription agreements, each dated as of the date hereof, by and between the Company and the respective Initial Member named therein, pursuant to which the named Initial Member has acquired that number of Units set Interpretation. For purposes of this Agreement, (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Unless the context otherwise requires, references herein: (x) to Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any

instrument to be drafted. The Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

## **SECTION 2**

### **COMPANY INFORMATION**

2.1 Name. The name of the Company is RG Lakota Golf Ops, LLC. The Company shall conduct all of its business under this name.

2.2 Purpose and Powers. The Company is organized under the Act for the purpose of engaging in the transaction of any lawful business. As relates to such purposes, the Company shall, to the fullest extent permitted, have all powers of a limited liability company as provided by the Act.

2.3 Fiscal Year. The fiscal year of the Company shall end on December 31 of each year.

2.4 Duration. The Company's period of duration shall be perpetual.

2.5 Registered Agent/Office. The initial registered agent is The Romero Group, LLC. (the "Registered Agent"). The initial registered office of the Company is 350 Market Street, Suite 304, Basalt, CO 81621 (the "Registered Office"), which is located within the State of Colorado and is the business address of the Registered Agent. The Registered Agent and/or Registered Office may be changed from time to time by action of the Members and shall be reported to the Colorado Secretary of State as provided by the Act. The Registered Agent may resign as provided by the Act.

2.6 Principal Place of Business. The initial principal place of business is 350 Market Street, Suite 304, Basalt, CO 81621 (the "Principal Office"). The Company may have such other offices which its business may require.

2.7 Articles of Organization. The Articles of the Company are hereby adopted and incorporated by reference in this Operating Agreement. In the event of any inconsistency between the Articles and this Operating Agreement, the terms of this Operating Agreement shall govern.

## **SECTION 3**

### **MEMBERS/CAPITAL CONTRIBUTIONS/RIGHTS AND LIABILITIES**

3.1 Initial Member. The initial member (the "**Member**") of the Company is RG Lakota Holdings, LLC.

3.2 Capital Contributions. Unless otherwise limited by the Members, the capital contributions of a Member may be in cash, property, services rendered, a promissory note, the guaranty of obligations of the Company or an obligation to contribute cash or property or to perform services as approved by the Members.

3.3 Initial Contributions. The initial capital contributions of Members are as follows:

<b>Member</b>	<b>Contribution</b>
RG Lakota Holdings, LLC	\$100.00

3.4 Initial Ownership Interests. The Members own the following initial individual interests in the Company (the “**Membership Interest**”):

<b>Member</b>	<b>Membership Interest</b>
RG Lakota Holdings, LLC	100%

3.5 Liability for Contributions. A Member is obligated to the Company to perform any enforceable promise to contribute cash or property or to perform services, even if the Member is unable to perform because of death, disability, or any other reason. If a Member does not make the required contribution of property or services, the Member is obligated at the option of the Company to contribute cash equal to that portion of the value of such contribution that has not been made.

3.5.1. Compromise of Obligation. The obligation of a Member to make a contribution or return money or other property paid or distributed in violation of this Operating Agreement may be compromised only by the unanimous written consent of all allocated Membership Interests entitled to vote.

3.5.2. Obligation in Writing. No promise by a Member to contribute to the Company is enforceable unless set out in writing by the Member.

3.6 Additional Contributions. The Members, by majority vote of the allocated Membership Interests entitled to vote, may require additional capital contributions of the Members to the Company (“**Capital Calls**”) to meet operating expenses or to finance new investments by the Company. In the event of a Capital Call, the Members shall contribute to the Company their respective obligations for the Capital Call within 30 days after notice of Capital Call from the Company unless otherwise agreed. The Members’ respective obligation for Capital Calls shall be calculated based upon their Membership Interest percentages. All Capital Call contributions shall be in cash.

3.7 Loans by Members. In lieu of voting for a Capital Call, the Members, by majority vote of the allocated Membership Interests entitled to vote, may vote for the Company to borrow money from one or more of the members or from any third party. In the event a loan is taken from a Member, he/she/it shall be entitled to receive interest at a rate and upon such terms to be determined by majority vote of Members vote of the allocated Membership Interests entitled to vote, excluding the vote of the lending Member, and said loan shall be repaid to the lending Member, with unpaid interest if any, at the earliest date as the affairs of the Company will permit, but in any event prior to the payment of distributions, bonuses, 401(k) contributions or other discretionary payments to the

Members. Any loan shall be evidenced by the making and delivery of a promissory note obligating the assets of the Company.

3.8 Initial Appointment/Duties of Officers. The Members shall elect the Officers of the Company by majority vote of the allocated Membership Interests entitled to vote at an annual or special meeting of Members held pursuant to the Section 3. The Members hereby appoint the following Officers:

<b>Name</b>	<b>Position</b>
Dwayne Romero	President and CEO
Shawn Gleason	Chief Financial Officer

At all times during his/her terms, an officer shall give reasonable time, attention and attendance to, and use reasonable efforts in the business of the Company.

3.9 Maintenance of Capital Accounts. The Company shall establish and maintain for each Member a separate capital account (a “**Capital Account**”) on its books and records in accordance with this Section 3.9. Each Capital Account shall be established and maintained in accordance with the following provisions:

3.9.1 Each Member’s Capital Account shall be increased by the amount (net of the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Members to the Company) of:

3.9.1.1 such Member’s Capital Contributions, including such Member’s initial Capital Contribution;

3.9.1.2 any Profits or other item of income or gain allocated to such Member (net of any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member); and

3.9.1.3 any liabilities of the Company that are assumed by such Member or secured by any property Distributed to such Member.

3.9.2 Each Member’s Capital Account shall be decreased by:

3.9.2.1 the cash amount or Book Value of any property Distributed to such Member;

3.9.2.2 the amount of any Loss or other item of loss or deduction allocated to such Member; and

3.9.2.3 the amount of any liabilities of such Member assumed by the Company or which are secured by any property contributed by such Member to the Company.

3.10 Voting Entitlement. The Members shall have the right to vote upon all matters upon which Members have the right to vote under the Act or under this Agreement, in proportion to their respective Percentage Voting Interest in the Company. Nonvoting Members who only own interests in Nonvoting Capital shall have no right to vote upon any matters.

3.11 Profits/Losses and Distributions. Profits, losses and distributions of the Company shall be allocated on the basis of the Members' respective Membership Interests.

3.12 Limitation of Liability. Each Member's liability shall be limited as set forth herein, in the Act and other applicable law.

3.13 Company Debt Liability. A Member will not personally be liable for any debts or losses of the Company, except as provided in the Act.

3.14 Liability of a Member to the Company. When a Member has received a distribution made by the Company in violation of this Agreement or the Act, the Member is liable to the Company only to the extent required by the Act.

3.15 Outside Activity. Each Member may engage in any capacity (as owner, employee, consultant, or otherwise) in any activity, whether or not such activity competes with or is benefited by the business of the Company, without being liable to the Company or the other Members for any income or profit derived from such activity.

#### **SECTION 4** **MEMBER MEETINGS**

4.1 Meetings. It shall be required that the Company hold an annual meeting of the Members. Additionally, the Manager(s) or any Voting Member may call a Special Meeting of the Members at any time. Unless otherwise provided in any notice of the meeting, the meetings of the Members shall be held at the Principal Office of the Company.

4.2 Court Ordered Meetings. Any court of competent jurisdiction may order a meeting of the Members pursuant to the applicable provisions of the Act.

4.3 Voting Control. The decision of Voting Members owning more than fifty percent (50%) of the Percentage Voting Interests in the Company shall be controlling. The consent of each Member is necessary, however, to amend the Articles of Organization, amend the Agreement, or to authorize an act of the Company that is not in the ordinary course of business of the Company. Except as otherwise provided or permitted by this Agreement, no Voting Member acting individually, in his, her or its capacity as a Member or Manager of the Company, shall have any

power or authority to sign for, bind or act on behalf of the Company in any way, to pledge the Company's credit, or to render the Company liable for any purpose.

4.4 Proxies. At all meetings of Members, a Voting Member may vote by proxy executed in writing by the Member or by his or her duly authorized attorney-in-fact. Such proxy shall be filed with a Manager before or at the time of the meeting.

4.5 Quorum/Vote. A majority of the Voting Members constitutes a quorum at any meeting of the Members. If a quorum is present, the affirmative vote of the majority of the Voting Members who are represented at a meeting shall be the act of the Members. If a quorum is not represented at any meeting of the Members, such meeting may be adjourned for a period not to exceed sixty days at any one adjournment.

4.6 Notice of Members Meetings. Written notice stating the place, day, hour and purpose(s) of the meeting shall be delivered to each Member not less than ten days nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of any Manager or person calling the meeting.

4.7 Delivery of Notice. Notice to Members, if mailed, shall be deemed delivered as to any Member when deposited in the United States mail, addressed to the Member, with postage prepaid, but if three successive letters mailed to the last-known address of any Member are returned as undeliverable, no further notices to such Member shall be necessary until another address for such Member is made known to the Company.

4.8 Notice upon Adjournment. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Company may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, a notice of the adjourned meeting shall be given to each Member.

4.9 Waiver of Notice. When any notice is required to be given to any Member, a waiver of notice in writing signed by the person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

4.10 Effect of Attendance. By attending a meeting, a Member:

(a) Waives objection to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting; and

(b) Waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

4.11 Action by Members Without a Meeting. Any action required or permitted to be taken at a meeting may be taken without a meeting if the action is documented by a written consent describing the action taken and signed by all Voting Members. Action taken by written consent is effective when all Voting Members have signed the consent, unless the consent specifies a different effective date. Written consent of the Members has the same force and effect as a unanimous vote of such Members.

4.12 Telephonic Meeting. Members may participate in any meeting of the Members by means of conference telephone or similar communication if all persons participating in such meeting can hear one another for the entire discussion of the matter(s) to be voted upon. Participating in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

## **SECTION 5**

### **MEMBERS' INTEREST/TRANSFERABILITY**

5.1 Admission of Additional Members. The Voting Members may issue additional Voting Interests or Nonvoting Interests and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member: (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his, her or its required Capital Contribution; (iii) agrees in writing to be bound by the terms of this Operating Agreement by becoming a party hereto; and (iv) delivers such additional documentation as the Voting Members shall reasonably require to so admit such new Member to the Company. Upon the admission of a new Member or Members, as the case may be, to the Company, the capital accounts of Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately.

5.2 Interest in Company/Transferability of Membership Interest. The Membership Interest of each Member in the Company constitutes the personal property of the Member and may be sold, assigned or transferred in accordance with the provisions of this Article.

5.3 Right of First Refusal. If any Member desires to sell, assign or transfer his, her or its Membership Interest to any person or entity not already a member of the Company, except in the case of death or incompetence of a Member who is a natural person, dissolution or termination of a Member which is not a natural person or assignment to an entity which the Member solely controls, the Member shall first give written notice to a Manager of his, her or its intention to sell, assign or transfer its Membership Interest. The notice shall include the name of the proposed buyer/assignee/transferee and the purchase price agreed to by the buyer/assignee/transferee. If the proposed assignment or transfer is not for cash consideration, the purchase price shall be deemed to be in the amount of the transferring Member's aggregate capital contributions. Upon receipt of said notice, the Manager shall promptly deliver a copy of the notice to each Member. For a period of fourteen (14) days following the Manager's delivery of such notice, each of the other Members shall have the option to purchase the

selling/assigning/transferring Member's Membership Interest at the price and upon the terms stated in such notice. If more than one Member wishes to purchase the selling/assigning/transferring Member's Membership Interest, those Members shall have the right to purchase said Membership Interest in proportion to those Members' Membership Interests as to each other. Any exercise of the option to purchase the selling/assigning/transferring Member's Membership Interest shall be in a writing delivered to all Members. If any Member(s) exercise the option to purchase the selling/assigning/transferring Member's Membership Interest within the fourteen (14) day exercise period, a closing on the purchase shall occur within fourteen (14) days following the exercise of the option. Any Member who purchases the Membership Interest of any other Member shall automatically be deemed a Permitted Transferee without a vote of the other Members. If no Members exercise the option to purchase the selling/assigning/transferring Member's Membership Interest within the fourteen (14) day exercise period, the Member shall be free to sell or transfer his, her or its Membership Interest at the price and on the terms set forth in the notice provided to the Manager.

5.4 Permitted/ Unpermitted Transferees. A Permitted Transferee is a person who has acquired all of a Member's Membership Interest by sale, assignment or transfer, and who has received the unanimous written consent of all the Voting Members to accede to all the rights, powers, restrictions and liabilities of his, her or its seller, assignor or transferor. If all Voting Members do not give their written consent, the purchaser/assignee/transferee of the Member's Membership Interest shall have no right to participate in the management of the business and affairs of the Company or to become a Member and shall be deemed an Unpermitted Transferee. An Unpermitted Transferee shall only be entitled to receive the shares of profits or other compensation distributed by the Company as income and the return of contributions to which the Member who sold/assigned/transferred the Membership Interest to the Unpermitted Transferee would have otherwise been entitled. Both Permitted and Unpermitted Transferees shall be liable for any Capital Calls associated with such Membership Interest as provided in Section 3.6. Unpermitted Transferees shall have no right of occupancy or use of any real property owned or operated by the Company. In any event, the sale, assignment or transfer of a Member's Membership Interest does not release the Member from liability to the Company for contributions due and owing prior to the sale, assignment or transfer.

5.5 Effect of Death/Termination. Upon death or incompetence of a Member who is a natural person, or dissolution or termination of a Member which is not a natural person, the Member's Membership Interest shall be deemed transferred or assigned to the Member's executor, administrator, guardian, conservator, or other legal representative.

5.6 Rights of Creditor Against a Member. On application to a court of competent jurisdiction by any judgment creditor of a Member, the court may charge the Membership Interest of a Member with payment of the unsatisfied amount of the judgment with interest. To the extent so charged, the judgment creditor has only the rights of an un-permitted transferee of the Membership Interest. This section shall not deprive any Member of the benefit of any exemption laws applicable

to their Membership Interest.

## **SECTION 6**

### **MANAGEMENT/OFFICERS**

6.1 Initial Managers. Management of the Company is vested in its Managers (the “**Managers**”). The initial Manager shall be The Romero Group, LLC. Unless otherwise provided for by this Agreement, Management decisions shall be by majority vote of the Managers.

6.2 Election of Managers. A Manager shall hold office until he, she or it resigns, dies, terminates business operations, or is removed and replaced by the Members.

6.3 Duties of Managers. The Managers shall be responsible for the operation and supervision of the business of the Company. Said duties include, but are not limited to: (1) carrying out the provisions of this Operating Agreement; (2) keeping records and information for the Company as required by the Operating Agreement and the Act; (3) causing any tax obligations or duties of the Company to be fulfilled; and (4) causing any appropriate meetings to be called and conducted as required by this Operating Agreement and the Act.

6.4 Fiduciary Obligations. The Managers shall perform their duties in good faith, in a manner the Managers reasonably believe to be in the best interests of the Company and with such care as an ordinarily prudent person in a like position would use under similar circumstances. A person who so performs his/her/its duties shall not have any liability by reason of being or having been a Manager of the Company.

6.5 Reliance. In performing the Managers’ duties, a Manager shall be entitled to rely on information, opinions, reports, or statements of: (1) employees or agents of the Company; (2) any attorney, public accountant, or other person as to matters which the Managers reasonably believe to be within such person’s professional or expert competence; (3) a committee upon which the Manager does not serve, duly designated in accordance with a provision of the Articles or this Operating Agreement, as to matters within its designated authority, which committee the Manager reasonably believes to merit confidence.

6.6 Authority Limited. The Managers shall have no authority to do any act in contravention of the Articles, this Operating Agreement or the Act or to do any act or fail to do any act which would adversely and materially affect the business of the Company.

6.7 Execution of Documents. Except as otherwise provided in the Articles or this Operating Agreement, every Manager is an agent of the Company for the purpose of its business, and the act of every Manager, including the execution in the Company name of any instrument for the carrying on in the usual way the ordinary business of the Company, binds the Company, unless the Manager so acting otherwise lacks the authority to act for the Company and the person with

whom he is dealing has knowledge of the fact that he has no such authority.

6.8 Special Authority of President/CEO. Notwithstanding any other provisions of this Agreement to the contrary, the President and CEO shall have the authority on behalf of the Company Officers to do any or all of the following:

6.8.1. Except as otherwise provided for in this Section 6.8, bind the Company in any way, pledge its credit or render it liable pecuniarily for any purpose.

6.8.2. Execute and deliver on behalf of the Company all instruments and documents, including checks, drafts, assignments, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies and any other instruments or documents necessary, in the opinion of the majority vote of allocated Managers' Voting Shares, to the business and affairs of the Company in accordance with the approved business plan of the Company.

6.8.3. Acquire property from any person as approved by a majority vote of allocated Managers' Voting Shares. The fact that a Member is directly or indirectly affiliated or connected with any person transferring such property shall not prohibit the officers from dealing with that person.

6.8.4. Borrow money from banks, other lending institutions, Members or affiliates of Members on such terms as are deemed appropriate by a majority vote of allocated Managers' Voting Shares and, in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums.

6.8.5. Sell, transfer, assign, convey, encumber or otherwise dispose of all or substantially all of the assets of the Company with or without an undertaking by the transferee to assume any liability of the Company, whether a part of a single transaction or otherwise, so long as such sale or transfer is not in violation of or a cause of default under any material agreement to which the Company may be bound.

6.8.6. Enter into any other agreements on behalf of the Company with any other person for any purpose on such terms as are deemed appropriate by a majority vote of allocated Managers' Voting Shares.

6.8.7. Employ accountants, legal counsel and other to perform services for the Company; hire employees and other agents to provide services to and act on behalf of the Company; delegate to such persons such authority as the Officers, Members and Managers may have to act on behalf of the Company; and to determine appropriate compensation to be paid to such persons, including Members who also

are employees, from Company funds.

6.8.8. To perform all other acts as the Managers authorize by a majority vote of allocated Managers' Voting Shares.

In all other actions and transactions, the President/CEO shall consult with the Members and Managers as may be reasonable to ascertain their desires and concerns regarding the Company as may be appropriate under the circumstances, but specific consent of the Members shall not be required and the consent of the Managers shall be deemed given by majority vote of allocated Managers' Voting Shares.

6.9 Powers of Other Officers. The remaining officers other than the President/CEO shall have such authority as approved by the Members by a majority vote of allocated Membership Interests or as directed by the President/CEO in his or her discretion.

6.10 Managers Action/Meetings.

(a) Annual Meetings. An Annual Meeting of the Manager(s) may be held but shall not be required.

(b) Special Meetings; Notice. Special meetings of the Manager(s) may be called by or at the request of any one or more Manager(s). The person or persons authorized to call special meetings of the Manager(s) may fix any place, wherever located, as the place for holding a special meeting of the Manager(s) called by them. If no place is fixed, it shall be at the Principal Office. Written notice of a special meeting shall be given to each Manager at least two days prior to a special meeting, except that if the written notice is mailed to a Manager or is given by electronic mail, at least four days prior notice must be given, which notice shall be deemed given when mailed or e-mailed. Any Manager may waive notice of any meeting. The attendance of a Manager at a meeting shall constitute a waiver of notice of such meeting, except where a Manager attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted nor the purpose of any regular or special meeting of the Manager(s) need be specified in the notice or waiver of notice of such meeting.

(c) Action Without Meeting. Any action required or permitted to be taken at any meeting of the Manager(s), or any committee thereof, may be taken without a meeting if a written consent setting forth the action so taken is signed by all of the Manager(s) that would have been entitled to vote on the action had a meeting been held.

(d) Quorum. A majority of the Managers' Voting Shares shall constitute a quorum for the transaction of business at any meeting of the Managers, but if less than such majority be present at a meeting, a majority of the Managers present may adjourn the meeting from time to time.

(e) Voting Requirements. Except as otherwise provided by the Act, in the Articles, or in this Operating Agreement, a majority vote of the allocated Managers' Voting Shares present at a meeting at which a quorum is present shall be required for an act or resolution under consideration to constitute an act or resolution of the Manager(s).

6.11 Special Manager. The Managers may by the unanimous written act of the Managers appoint a Special Manager for limited purposes specified in such written action and such Special Manager shall have the powers of the Managers with regard to such limited purposes. The acts of the Special Manager with regard to such limited purposes shall be deemed to be and shall have the effect of the unanimous actions of the Managers.

## **SECTION 7**

### **COMPANY PROPERTY/BUSINESS TRANSACTIONS**

7.1 Company Property. Real or personal property owned or purchased by the Company shall be held and owned, and conveyance made, in the Company name. Instruments and documents providing for the acquisition, mortgage, or disposition of property of the Company shall be valid and binding upon the Company if executed by the President/CEO or a duly appointed Special Manager.

7.2 Business Transaction of a Member or Manager with the Company. A Member or a Manager may lend money to, act as surety for, and transact other business with the Company and, subject to other applicable law, has the same rights and obligations with respect thereto as a person who is not a Member or Manager, except that this section shall not be construed to relieve a Manager from any fiduciary or other duties specified in the Act.

## **SECTION 8**

### **INDEMNIFICATION/INSURANCE**

8.1 Indemnification. The Company shall indemnify every Member and Manager in respect of payments made and personal liabilities reasonably incurred by that Member or Manager in the ordinary and proper conduct of the Company's business or for the preservation of the Company's business or property. The Company shall also indemnify and advance expenses to its employees or agents who are not Managers to the same extent as a Manager.

8.2 Insurance. The Company may purchase and maintain liability insurance on behalf of a person who is or was a Manager, employee, fiduciary, or agent of the Company against any

liability asserted against or incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Company would have the power to indemnify such person against such liability under the Act. Any such insurance may be procured from any insurance company designated by the Members of the Company.

## **SECTION 9** **RECORDS**

9.1 Required Records. The Company shall maintain, at its Principal Office or at some other location within the discretion of the Managers, the following records:

- (a) A current list of the full name and last-known business, residence, or mailing address of each Member and Manager, both past and present;
- (b) A copy of the Articles and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;
- (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) Copies of any currently effective written operating agreements, copies of any writings evidencing any executory obligations of Members for contributions, and copies of any financial statements of the Company for the three most recent years;
- (e) Minutes of any annual meeting, special meeting and any court-ordered meeting;
- (f) Any written consents obtained from Members in lieu of a meeting; and
- (g) Unless contained in this Operating Agreement or other writing permitted or required under the Act, a statement prepared and certified as accurate by a Manager of the Company which describes:
  - (1) The amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member, and which each Member has agreed to contribute in the future;
  - (2) The times at which or events on the happening of which any additional contributions agreed to be made by each Member are to be made;
  - (3) If agreed upon the time at which or the events on the happening of

which a Member may terminate his membership in the Company and the amount of, or the method of determining, the distribution to which he may be entitled respecting his Membership Interest and the terms and conditions of the termination and distribution; and

(4) Any right of a Member to receive distributions which include a return of all or any part of a Member's contribution.

9.2 Access to Records/Information. Any Member of the Company shall, upon reasonable request, at the Member's expense, during ordinary business hours, have the right to:

- (a) Inspect and copy the records detailed in Paragraph 9.1 above;
- (b) Obtain true and full information regarding the state of the business and financial condition of the Company and any other information regarding the affairs of the Company;
- (c) Receive a copy of the Company's federal, state, and local income tax returns for each year; and
- (d) Have a formal accounting of the Company affairs whenever circumstances render it just and reasonable.

9.3 Reasonable Restrictions. The information and/or records requested by a Member detailed in subparagraphs (b), (c) and (d) of Paragraph 9.1 may be subject to such further reasonable standards or limitations as may be established by the Manager(s).

9.4 Accounting Rules. The books shall be maintained on an accrual basis consistent with generally accepted accounting principles. The fiscal year of the Company shall be the calendar year. Distributions to income accounts shall be made annually. The books shall be closed and balanced at the end of each calendar year and, if an audit is determined to be necessary by vote or consent of the Members, it shall be made as of the closing date. The Members may authorize the preparation of year-end profit-and-loss statements, balance sheet, and tax returns by a public accountant. Distribution to Members shall be made annually based on Section 11.1, below.

## **SECTION 10** **AMENDMENTS**

10.1 Amendment of Articles. Any and all amendments and modifications of the Articles shall require the unanimous written approval of all of the Members or a unanimous vote of all of the Members at a duly convened meeting provided that a Manager certifies in writing that such vote was taken and that the vote was unanimous.

10.2 Amendment of Operating Agreement. Any and all amendments and modifications to this Operating Agreement shall require the unanimous written approval of all of the Members or a unanimous vote of all of the Members at a duly convened meeting provided that a Manager certifies in writing that such vote was taken and that the vote was unanimous.

## **SECTION 11** **DISTRIBUTION**

11.1 Distribution. Distributions of all profits made by the Company shall be made annually to the Members in accordance with Section 3.11 unless agreed otherwise by a unanimous vote of the Voting Members, and subject only to Section 11.2 and other applicable laws.

11.2 Limitation on Distributions. A Member may not receive a distribution from the Company to the extent that, after giving effect to the distribution, all liabilities of the Company, other than liabilities to Members on account of their Membership Interests, would exceed the fair value of the Company assets.

11.3 Distributions in Kind. A Member, regardless of the nature of the Member's contribution, has no right to demand and receive any distribution from the Company in any form other than cash. A Member may not be compelled to accept a distribution of any asset in kind from the Company to the extent that the percentage of the asset distributed to the Member exceeds a percentage of that asset which is equal to the percentage in which the Member shares in distributions from the Company.

## **SECTION 12** **ACCOUNTING; TAX MATTERS**

12.1 Tax Matters; Partnership Representative.

12.1.1 Appointment. The Members hereby appoint Dwayne Romero as the "partnership representative" (the "Partnership Representative") as provided in Code Section 6223(a) (as amended by the BBA).

12.1.2 Tax Examinations and Audits. The Partnership Representative is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by taxing authorities, including resulting administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith. The Partnership Representative shall each have sole authority to act on behalf of the Company in any such examinations and any resulting judicial proceedings and shall have sole discretion to determine whether the Company (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by any taxing authority. The Company and its Members shall be bound by the actions taken by the

Partnership Representative: provided, however, that the Partnership Representative shall comply with the below listed restriction. Unless a super-majority (at least 67% of all of the Members who were Members during the Review Year (defined below)) elects otherwise within thirty (30) days of the conclusion of any audit, the Partnership Representative shall duly and timely elect under Section 6226 of the Code, as amended by the BBA, to require each Member who was a Member (including former Members) during the taxable year of the Company that was audited (“**Review Year**”) to personally bear any tax, interest and penalty resulting from adjustments based on such audit and shall notify each such Member or former Member (and the Internal Revenue Service) of their respective share of such audit adjustments

12.1.3 Restriction on Partnership Representative. Notwithstanding the foregoing authority granted to the Partnership Representative, the Partnership Representative shall:

12.1.3.1 Provide the Members and any former Members who were members during the Review Year with copies of all notices or communications from the Internal Revenue Service within five business days of receipt;

12.1.3.2 Not engage attorneys, accountants or other experts to assist in working with the Partnership Representative on any audit without the prior approval of the Managers

12.1.3.3 Consult regularly with the Members concerning its audit and litigation strategy;

12.1.3.4 Inform the Managers, Members and former Members in advance of all meetings with the Internal Revenue Service;

12.1.3.5 Obtain the approval by the vote of a majority of the Members of the Company prior to filing or sending any protests, court filings, and any other written communications with the Internal Revenue Service; and

12.1.3.6 Obtain the approval by the vote of a majority of the Members of the Company prior to proposing or entering into any and all material agreements with the Internal Revenue Service or the United States, including waivers or extensions of statutes of limitations and settlement agreements.

Provided the Partnership Representative complies with the above restrictions on the Partnership Representative’s authority, the Company shall, to the fullest extent allowed by law, indemnify, defend and hold harmless the Partnership Representative from any claim or liability, and from any loss, cost or expense, including, but not limited to, attorneys’ fees and court costs, which may be made or imposed upon such Partnership Representative by reason of any act performed for or on behalf of the Company or in furtherance of the business of the Company, except for receipt of a financial benefit to which the Partnership Representative is not entitled or fraud or willful neglect.

12.1.4 Indemnity. If for any reason, the Company is liable for a tax, interest, addition to tax or penalty under Section 6225 of the Code, as amended by the BBA, each Member or former Member who was a Member during the Review Year shall indemnify and hold harmless the Company for such Member's or former Member's proportionate share of such liability, including any interest and penalties associated therewith, as reasonably determined by the Partnership Representative, based on the amount each such Member or former Member should have borne (computed at the tax rate used to compute the Company's liability) had the Company's tax return for such taxable year reflected the audit adjustment, and the expense for the Company's payment of such tax, interest, addition to tax and penalty shall be specially allocated to such Members or former Members (or their successors) in such proportions. Any amount not paid by the Member or former Member to the Company within thirty (30) days following request from the Partnership Representative shall accrue interest at the rate of fifteen percent (15%) per annum, compounded annually, until paid, and such Member or former Member shall also be liable to the Company for any damages resulting from a delay in making such payment beyond the date such payment is requested by the Partnership Representative (for this purpose the fact that the Company could have paid this amount with other funds shall not be taken into account in determining such damages). The Company shall have a right of set-off against any distributions to a Member or former Member in the amount of the liability or obligation of such Member or former Member. Any amount withheld pursuant to this section shall be treated as an amount distributed to such Member or former Member for all purposes under this Agreement. The obligations set forth in this Section shall survive any Member's ceasing to be a Member in the Company and/or the termination, dissolution, liquidation and winding up of the business of the Company.

12.1.5 BBA Elections and Procedures. To the extent permitted by applicable law and regulations, the Company will annually elect out of the BBA Procedures for tax years beginning on or after January 1, 2018 pursuant to Code Section 6221(b) (as amended by the BBA). For any year in which applicable law and regulations do not permit the Company to elect out of the BBA Procedures, then within forty-five (45) days of any notice of final partnership adjustment, the Company will elect the alternative procedure under Code Section 6226, as amended by Section 1101 of the BBA, and furnish to the Internal Revenue Service and each Member during the year or years to which the notice of final partnership adjustment relates a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment.

12.1.6 Tax Returns and Tax Deficiencies. Each Member agrees that such Member shall not treat any Company item inconsistently on such Member's federal, state, foreign or other income tax return with the treatment of the item on the Company's return. Any deficiency for taxes imposed on any Member (including penalties, additions to tax or interest imposed with respect to such taxes and any tax deficiency imposed pursuant to Code Section 6226 as amended by the BBA) will be paid by such Member and if required to be paid (and actually paid) by the Company, will be recoverable from such Member.

12.1.7 Resignation. The Partnership Representative may resign at the times and in the manner set forth in applicable Treasury Regulations or other administrative guidance.

12.2 Tax Returns. At the expense of the Company, the Manager (or any Officer that it may designate pursuant to Section 6.9) shall endeavor to cause the preparation and timely filing (including extensions) of all tax returns required to be filed by the Company pursuant to the Code as well as all other required tax returns in each jurisdiction in which the Company and the Company Subsidiaries own property or do business. Within a reasonable time after the filing of the Company's tax returns, the Manager will furnish the Unitholders with information necessary for the preparation of their tax returns, and, upon request, copies of all returns filed by the Company, or summaries thereof, shall be furnished to the Unitholders within a reasonable time after the filing thereof.

### **SECTION 13** **WITHDRAWAL**

13.1 Interest of Member upon Withdrawal. Upon the expulsion, bankruptcy or retirement of a Member ("Event of Withdrawal"), the expelled, bankrupt or retired Member (the "Withdrawn Member") automatically relinquishes all right, title or interest in the Company as well as any right title or interest in or to profits or the return of any contributions made by the Member to the Company. Upon any such Event of Withdrawal, the Membership Interest of the withdrawing Member shall revert to the Company, except that a Member who desires to resign or withdraw may transfer or assign his/her/its Membership Interest in the Company as permitted by and in accordance with the provisions of Section 5 of this Agreement.

13.2 Expulsion. A Member may be expelled from the Company if the Member violates any of the provisions of this Agreement, or if the Member's Membership Interest becomes subject to a charging order or tax lien, which is not dismissed or resolved to the unanimous satisfaction of the other Members of the Company within thirty (30) days after assessment or attachment.

13.2.1. Notice of Expulsion. Upon the expulsion of a Member, written notice of expulsion shall be given to the violating Member either by serving the same by personal delivery or by mailing the same by certified mail to his/her/its last known place of residence or principal place of business, as shown on the books of the Company. Upon the receipt of personal notice, or the date of the postmark for certified mail, the violating Member shall be considered expelled (the "Effective Date"), and shall have no further rights as a Member of the Company, except to receive the amounts to which he/she/it is entitled under Section 11. Regardless of the Effective Date of the expulsion and notwithstanding anything contained in this Operating Agreement to the contrary, in the event of an expulsion, the purchase price of the Withdrawn Member's Membership Interest shall be based on the Eight Year Buy-Out Price.

13.3. Bankruptcy. A Member shall be considered bankrupt if the Member files a petition in bankruptcy (or an involuntary petition in bankruptcy is filed against the Member and the petition is

not dismissed within sixty (60) days) or makes an assignment for the benefit of creditors or otherwise takes any proceeding or enters into any agreement for compounding his or her debts other than by the payment of them in the full amount thereof, or is otherwise regarded as insolvent under any Colorado insolvency act.

13.3.1. Effective Date for Bankruptcy. The Effective Date of a Member's bankruptcy shall be the date that the other Members, having learned of the Member's bankruptcy, give notice in writing stating that the Member is regarded as bankrupt under this Agreement, such notice to be served personally or by mailing the same by certified mail to his/her/its last known place of residence or principal place of business, as shown on the books of the Company. As of the Effective Date, the bankrupt Member shall have no further rights as a Member of the Company, except to receive the amounts to which he or she is entitled under Section 13.6.3. Regardless of the Effective Date of the bankruptcy and notwithstanding anything contained in this Operating Agreement to the contrary, in the event of a bankruptcy, the purchase price of the Withdrawn Member's Membership Interest shall be based on the Eight Year Buy-Out Price.

13.4. Retirement. A Member shall have the right, at any time, to retire as a Member of the Company by giving three (3) months' notice to the Company at the Company's place of business.

13.4.1. Consequences of Retirement. Upon giving notice of an intention to retire, the rights of the Withdrawn Member as a Member in the Company shall cease and terminate the Withdrawn Member shall, at his/her/its option, be entitled to have his or her Membership Interest purchased as provided in Section 5.

13.5. Purchase of Withdrawn Member's Membership Interest. The Company or any other Member may purchase the Membership Interest of a Withdrawn Member in accordance with the provision of Section 5, subject to setoff for any damages incurred as the result of the Withdrawn Member's actions. The purchase price of a Withdrawn Member's Interest shall be determined in the first instance by an appraisal of said Interest conducted by a qualified appraiser licensed in the State of Colorado and paid for by the Withdrawn Member. If the Company or any Member desiring to purchase the Withdrawn Member's Interest so elects, a second appraisal conducted by a qualified appraiser licensed in the State of Colorado may be obtained by and at the expense of the Company or such purchasing Member. If said appraisals establish different values for the Withdrawn Member's Interest, the Withdrawn Member and the Company or purchasing Member, as the case may be, shall endeavor in good faith to agree upon a value for the Withdrawn Member's Interest. If they are unable to agree, a third appraisal conducted by a qualified appraiser licensed in the State of Colorado shall be obtained at equal cost to the purchasing and selling parties, which appraisal shall be binding on both of them.

**SECTION 14**  
**DISSOLUTION**

14.1 Dissolution. The Company shall be dissolved only upon the unanimous written agreement of all Voting Members. Death of a Member shall not be deemed an event of dissolution.

14.2 Distribution of Assets upon Dissolution. In settling accounts after dissolution, the assets of the Company shall be distributed as follows:

(a) To creditors, including Members who are creditors, to the extent otherwise permitted by law, in satisfaction of their liabilities of the Company other than liabilities for distributions to Members of the Act;

(b) To Members and former Members of the Company in satisfaction of liabilities for distributions previously approved by the Company; and

(c) To Members of the Company for the return of their contributions and respecting their Membership Interests in the proportions in which the Members share in distributions.

**SECTION 15**  
**MISCELLANEOUS**

15.1 Complete Agreement. This Agreement and the Articles constitute the complete and exclusive statement of agreement among the Members.

15.2 Governing Law. This Agreement and the rights of the parties hereunder will be governed by, interpreted, and enforced in accordance with the Act and the laws of the State of Colorado.

15.3 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the Members, and their respective distributees, estates (or estate representatives), heirs, successors and assigns.

15.4 Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

15.5 Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the present or future laws effective during the term of this Agreement, such provision will be fully severable; this Agreement will be construed and enforced as if such illegal,

invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

15.6 Multiple Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument.

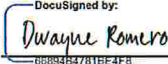
15.7 Additional Documents and Acts. Each Member agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out and perform all of the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

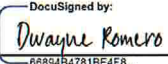
15.8 Authority. Each of the Members represents, warrants and agrees that the Member is acquiring the interest in the Limited Liability Company for the Member's own account for investment purposes only and not with a view to the sale or distribution thereof; the Member, if an individual, is over the age of 21; if the Member is an organization, such organization is duly organized, validly existing and in good standing under the laws of its state of organization and that it has full power and authority to execute this Agreement and perform its obligations hereunder; the execution and performance of this Agreement by the Member does not conflict with, and will not result in any breach of, any law or any order, writ, injunction or decree of any court or governmental authority against or which binds the Member, or of any agreement or instrument to which the Member is a party; and the Member shall not dispose of such interest or any part thereof in any manner which would constitute a violation of the Securities Act of 1933, the Rules and Regulations of the Securities and Exchange Commission, or any applicable laws, rules or regulations of any state or other governmental authorities, as the same may be amended.

AGREED AND ACCEPTED by the Company and the Members and Manager of RG Lakota Golf Ops, LLC, a Colorado limited liability company as of the effective date first written above.

MEMBER:  
RG Lakota Holdings, LLC

MANAGER:  
The Romero Group, LLC

By:   
The Romero Group, LLC  
Dwayne Romero, Manager

By:   
Dwayne Romero, Manager



**EIN Assistant**

Your Progress: 1. Identity ✓ 2. Authenticate ✓ 3. Addresses ✓ 4. Details ✓ 5. EIN Confirmation

**Congratulations! The EIN has been successfully assigned.**

EIN Assigned: 85-1475060

Legal Name: RG LAKOTA GOLF OPS

The confirmation letter will be mailed to the applicant. This letter will be the applicant's official IRS notice and will contain important information regarding the EIN. Allow up to 4 weeks for the letter to arrive by mail.

We strongly recommend you print this page for your records.

Click "Continue" to get additional information about using the new EIN.

[Continue >>](#)

**Help Topics**

[Can the EIN be used before the confirmation letter is received?](#)

85-1475060

Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print  
or  
type.

See  
Specific  
Instructions  
on  
page  
3.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>RG LAKOTA GOLF OPS LLC</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>RG LAKOTA GOLF OPS LLC</b>	
<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>PO BOX 4100</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>BASALT, CO 81621</b>	
<b>7</b> List account number(s) here (optional) <b>2010158471</b>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN**, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see **What Name and Number To Give the Requester** for guidelines on whose number to enter.

Social security number
OR
Employer identification number <b>85-1475060</b>

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>6/19/20</b>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See **What is backup withholding**, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See **What is FATCA reporting**, later, for further information.

**Instructions: Please print this document for your records.**

# **MyBizColorado**

## **COLORADO DEPT OF REVENUE**

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Thank you for registering with the Colorado Department of Revenue!  
Your electronic application has been received.  
You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

### **Filing Information**

---

Your filing information is as follows

**Date:** 6/19/20

**Name:** RG Lakota Golf Ops, LLC

**Address:** 1000 Clubhouse Dr\n\nNew Castle,  
Colorado 81647-8507

**Sales Tax Account Number:** 94473888

**Sales Tax Filing Frequency:** Monthly (\$300 in taxes/mo or more)

**Wage Withholding Account Number:** 94473888

**Wage Withholding Filing Frequency:** Monthly (\$7,000 to \$49,000/year)

### **Websites**

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**State of Colorado:** [www.colorado.gov](http://www.colorado.gov)

**Colorado Department of Revenue:** [www.colorado.gov/revenue](http://www.colorado.gov/revenue)

**Colorado Department of Revenue Online Customer Support Site:**  
[revenuestateco.custhelp.com](http://revenuestateco.custhelp.com)

**File and pay your sales tax online:** [www.colorado.gov/RevenueOnline](http://www.colorado.gov/RevenueOnline)

**Register to pay by EFT:** [www.colorado.gov/revenue/eft](http://www.colorado.gov/revenue/eft)

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.



**Town of New Castle**  
450 W. Main Street  
PO Box 90  
New Castle, CO 81647

**Administration Department**

**Phone:** (970) 984-2311

**Fax:** (970) 984-2716

[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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## Memorandum

**To:** Mayor & Council  
**From:** David Reynolds  
**Re:** Agenda Item: August 29, Council Retreat  
**Date:** 8-4-20

**Purpose:**

The purpose of this agenda item is to briefly review the agenda and logistics for the August 29, 2020 Council Retreat.



**Town of New Castle**

450 W. Main Street  
PO Box 90  
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**Memorandum**

**To:** Mayor & Council  
**From:** David Reynolds  
**Re:** Agenda Item: Telecommunication Facilities Code Update  
**Date:** 8-4-20

**Purpose:**

The purpose of this agenda item is to allow time for the Town Planner to update Council regarding the work being done to complete new municipal code related to the installation of telecommunications facilities.

1  
2  
3 **New Castle Town Council Regular Meeting**  
4 **Tuesday, July 07, 2020, 7:00 PM**  
5

6 **Due to concerns related to COVID-19, this meeting was held as a virtual**  
7 **meeting only. The public was invited to attend.**

8 **To join by computer, smart phone or tablet:**  
9 **<https://us02web.zoom.us/j/7096588400>**

10 **If you prefer to telephone in:**  
11 **Please call: 1-346-248-7799**  
12 **Meeting ID: 709 658 8400**  
13

14 **Call to Order**

15 Mayor A Riddile called the meeting to order at 7:00 p.m.

16  
17 **Pledge of Allegiance**

18  
19 **Roll Call**

20 Present	Councilor Mariscal
	Councilor Owens
	Councilor Hazelton
	Mayor A Riddile
	Councilor Copeland
	Councilor Leland
	Councilor G Riddile
27 Absent	None

28  
29 Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody  
30 Harrison,  
31

32 **Meeting Notice**

33 Town Clerk Melody Harrison verified that her office gave notice of the meeting in  
34 accordance with Resolution TC 2020-1.  
35

36 **Conflicts of Interest**

37 There were no conflicts of interest.  
38

39 **Agenda Changes**

40 Clerk Harrison asked if Recreation Director Hannah Bihr could be added to the beginning  
41 of the agenda so she could provide the council with an update on Parks & Recreation  
42 month. The council agreed.  
43

44 **Citizen Comments on Items not on the Agenda**

45 There were no citizen comments.  
46

1 **Consultant Reports**

2 Consultant Attorney – not present.

3 Consultant Engineer – not present.

4  
5 **Items for Consideration**

6  
7 **Update: July Parks and Recreation Month – Recreation Director Hannah Bihr**

8 Recreation Director Hannah Bihr greeted the council and said that she wanted to provide  
9 an update to the council and citizens regarding July as Parks and Recreation Month.  
10 Sponsored by the National Parks and Recreation Association, it began in 1985 to recognize  
11 parks and recreation programs across the nation and the economic benefits and value  
12 they bring to a community. The theme is “We Are Parks and Recreation” and there will be  
13 a lot of social media push to promote it. Director Bihr said they were trying to  
14 communicate that parks and rec were providing an essential service to communities to be  
15 a better place to live, work and play. She said that New Castle Recreation had put out a  
16 calendar of suggested activities people could do to celebrate the month. She also said that  
17 they had some classes back on the schedule, both virtual and in-person.  
18 Director Bihr said that the following day was National Freezer Pop Day, and the recreation  
19 department would be handing out free Otter Pops to the community. She said it was a  
20 great way to celebrate Parks & Recreation month, and a good visual cue that the  
21 recreation department was still active with programs and community engagement.  
22 Mayor A Riddile asked how they would manage giving out pops considering the current  
23 circumstances. Director Bihr said that her department would abide by all safety guidelines  
24 and wear gloves, face masks and practice social distancing. They will be in the east  
25 doorway, and the only contact would be at the time they hand the pop to someone.  
26 The council thanked Director Bihr and her staff for their perseverance throughout the  
27 pandemic.

28  
29  
30 **Update: River Center - Director Heather Paulson**

31 Administrator Reynolds introduced Heather Paulson, Director of the River Center. He said  
32 that the River Center did amazing work, mostly locally, but during the COVID pandemic  
33 they had expanded up and down the valley.  
34 Director Paulson greeted the council. She said that her organization had been very busy.  
35 When COVID hit, the staff had begun working remotely. Director Paulson said that the  
36 center already had an online application portal prior to the pandemic, so that made the  
37 transition to virtual processes easier for them in many aspects.  
38 Director Paulson said that because of COVID, the Aspen Community Foundation had asked  
39 the River Center to open up their services to everyone from Aspen to Parachute, and had  
40 generously donated money to facilitate that. She said that the center had increased  
41 services by about 500% and had found it necessary have the existing staff work long  
42 hours. In addition, another staff person was hired through the month of May to handle the  
43 increase. In June, Director Paulson said the center had gone back to serving their regular  
44 area of Silt and New Castle, but continued to serve the rest of the valley through referrals.  
45 Director Paulson said they had served 189 families so far in 2020, with 53 of those being  
46 New Castle families. She said that a majority of the requests were for rent assistance and  
47 for utilities.  
48 Director Paulson said that the River Center had been closed to the public and will remain  
49 closed. Office staff returned to work half-time in mid-June. She said that the center had

1 continued the Meal Monkey program with two locations. They had delivered over 2,000  
2 lunches in 2020. Director Paulson said that the Totes of Hope program had also continued  
3 with the help of the school counselors who delivered them.

4  
5 Director Paulson said that they had also continued with the Community Gardens. The one  
6 in Apple Tree community provided fresh foods to the residents of Apple Tree, and the one  
7 in New Castle provided fresh foods to the Lift-Up distribution at Elk Creek Elementary.  
8 Director Paulson said that senior lunch had been cancelled in Mid-March and will likely be  
9 the last thing opened back up at the River Center. She said that they had been able to  
10 complete one senior activity prior to the shutdown. They took 7 seniors to Iron Mountain  
11 Hot Springs, and the River Center paid the entry fee. She said that the monthly activity  
12 and senior lunch we start back up when it was safe to do so.

13 Mayor A Riddile thanked Director Paulson and the River Center for their dedication and  
14 amazing work they did for the community.

15 Director Paulson thanked the council and said that the River Center could not do what  
16 they do without the support of the town and staff and the many volunteers they had.

### 19 **Update: New Castle Trails - Adam Cornely and Graham Riddile**

20 Administrator Reynolds said that there was a lot going on with the trails group.  
21 Unfortunately, they had to cancel the Rides & Reggae event, but the group had been  
22 working hard on the trails. Administrator Reynolds said that he had spoken to Adam  
23 Cornely and Graham Riddile regarding phasing and the future of the trails as well as  
24 funding.

25 Graham Riddile, New Castle Trails. Mr. Riddile greeted the council and said that Adam  
26 Cornely was up building trails and would try to call in to the meeting if he could. Mr.  
27 Riddile screen shared a power point presentation that outlined New Castle Trails' projects  
28 and funding sources. He described them in detail to the council.

29 Mr. Riddile reviewed their 2020 plan, which included working with the BLM to make sure  
30 they finalized the environmental assessment of the Colorow extension. Originally, the  
31 group had intended to spend 2020 on fundraising efforts for construction in 2021. Mr.  
32 Riddile explained the 2020 pre-COVID budget for trails and described how that had  
33 changed due to the pandemic. He noted that many of the sponsors for Rides & Reggae  
34 allowed the group to keep the sponsorship monies. In addition, Garfield County had given  
35 the group \$5k in late winter, and Roaring Fork Mountain Bike Association had obtained a  
36 Catena Foundation grant for \$20k.

37 Mr. Riddile said they began trails work on June 22, and there was local volunteer group  
38 that worked on trails on Tuesday evenings. He said that the town had purchased trail-  
39 building equipment, and Dalton and Kim Sallee volunteered many hours running the  
40 equipment building machine-built trails. Mr. Riddile said that Garfield County provided  
41 them the Rocky Mountain Youth Corps to build trails and there was a professional  
42 overseeing the Corps and their efforts.

43 Mr. Riddile reviewed the 2020 and 2021 budgets. He noted that of the \$20k in the town  
44 line item for trails, there was a little more than \$11k that had been used as deposits for  
45 the bands and vendors for Rides & Reggae. Those bands and vendors had agreed to allow  
46 the deposits to roll over to 2021, leaving about \$8,500.00 in the trails line item. Because  
47 no events could take place, the group was focusing on construction. Mr. Riddile said that  
48 he was present to request that the council allocate the funds remaining in the trails line

1 item to Phase II of the trail building plan. He said that would guarantee completion of  
2 Phase II of the trail-building plan.

3 Indicating a map in his power point presentation, Mr. Riddile explained in detail to the  
4 council the areas of work that the trails group could accomplish in 2020 with the funding  
5 they had available, including the \$8,500.00.

6 Mr. Riddile also showed the council a map of a conceptual trail between New Castle and  
7 the Town of Silt that was being thought about.

8 Mayor A Riddile said it was great that New Castle Trails would be able to complete their  
9 trail building ahead of schedule. He also thanked New Castle Trails for their contributions  
10 to the trails in New Castle.

11 Adam Cornely, New Castle Trails. Mr. Cornely thanked the council and said that Mr.  
12 Riddile had done a good job of summarizing the budgets and work that was being done.  
13 He said also that the extra funds would go a long way to complete more work and he said  
14 that he felt the expansion of the trails was special and he hoped everyone agreed.  
15 The council directed staff to reallocate \$8,500.00 to trail building.

16  
17  
**18 Consider Ordinance TC 2020-3 - an Ordinance of the New Castle Town Council  
19 Amending Sections 17.36.040 & 17.36.050 of the New Castle Municipal Code for  
20 C-1 Zoning Concerning the Requirement of a Conditional Use Permit for Uses on  
21 Lots Greater than 10,000 Square Feet (1st reading)**

22 Town Planner Paul Smith said that the ordinance was something of a continuation of the  
23 code clean-up that staff was working on. He said that the ordinance was prompted by  
24 some discussions about the old schoolhouse building in the downtown and what could be  
25 done with the building. Planner Smith shared his screen and showed a map of the  
26 downtown area. Indicating the schoolhouse building he said that the area was zoned C-1,  
27 and in reviewing the code there was a portion of the code that essentially restricted any  
28 use by right on lots over 10,000 square feet. Planner Smith said there were 11 lots in the  
29 downtown that could be impacted by that code section. He said that the proposed  
30 ordinance would amend two sections of code to provide for uses by right on lots over  
31 10,000 square feet. He described the staff recommendations in detail, noting that the  
32 Planning & Zoning Commission had reviewed the ordinance and made recommendations.  
33 The council and staff discussed allowing single family homes in the C-1 zone district as a  
34 conditional use in detail.

35 **MOTION: Mayor A Riddile made a motion to approve Ordinance Tc 2020-3, an  
36 Ordinance of the New Castle Town Council Amending Sections 17.36.040 &  
37 17.36.050 of the New Castle Municipal Code for C-1 Zoning Concerning the  
38 Requirement of a Conditional Use Permit for Uses on Lots Greater than 10,000  
39 Square Feet on 1st reading. Councilor Mariscal seconded the motion and it  
40 passed on a roll-call vote: Councilor Leland: yes; Councilor G Riddile: yes;  
41 Councilor Mariscal: yes; Councilor Owens: yes; Councilor Copeland: yes;  
42 Councilor Hazelton: yes; Mayor A Riddile: yes.**

43  
44  
**45 Consider Date for the Council Retreat**

46 Administrator Reynolds said that staff had conducted a Doodle-Poll to find out what  
47 everyone's availability was for the retreat and it looked like perhaps September 12 and 19  
48 were the two best dates to consider. The council and staff talked about it and determined  
49 that the council retreat would be held on Saturday, August 29, 2020. They also decided

1 that they wanted to be together in the community center and would abide by the health  
2 department guidelines for gatherings that are in place at the time.

3  
4  
5 **Consider Assigning Staff and Council Members to a Developer Review Committee**  
6 **for the Romero Group**

7 Administrator Reynolds told the council that the Romero Group was the new owners of the  
8 Lakota Golf Course and other properties. Prior to their purchase, they had asked to meet  
9 with the town to assist them through their due diligence period before the purchase. Now  
10 that the purchase is completed, they would like to meet with some staff and two council  
11 members and perhaps members of the community to help them understand what will and  
12 would not work for the community regarding the golf course and clubhouse. He said he  
13 did not know how many meetings there might be or what it might look like moving  
14 forward. Administrator Reynolds said that staff was looking for council's thoughts or  
15 direction regarding the request.

16 Administrator Reynolds said that staff was looking forward to working with the Romero  
17 Group and see what they could bring to New Castle.

18 After a brief discussion, Councilors G Riddile and Owens agreed to sit on the committee.  
19  
20

21 **Consider Resolution TC 2020-20 - A Resolution of the Town Council of the Town**  
22 **of New Castle, Colorado, Supporting the Application for a Grant from the**  
23 **Colorado Department of Transportation to Provide COVID-19 Relief Through the**  
24 **Targeted Revitalization of Main Street**

25 Administrator Reynolds explained to the council that the Colorado Department of  
26 Transportation (CDOT) had put together a grant program of about 4 million dollars for  
27 COVID relief through downtown revitalization. He said that sounded like large projects  
28 such as paving but as it related to New Castle it meant upgrading the downtown dining  
29 areas. Administrator Reynolds said that staff was writing the grant for about \$30k to  
30 purchase shade structures and large tents; items that could be used on the 5<sup>th</sup> Street  
31 dining area. Also included in the ask was lighting, some more formalized barriers, new  
32 picnic tables including ADA compliant ones. Items that would enhance the downtown  
33 dining experience.

34 Administrator Reynolds said that the grant application does not require a resolution of  
35 support, but it had been the town standard for many years and staff felt a resolution  
36 would show council support and look good in the application. Staff had gone to the  
37 downtown businesses and gotten a lot of good feedback and support for the grant  
38 application. Staff had also polled citizens who used the dining areas and gotten support.

39 **MOTION: Mayor A Riddile made a motion to approve Resolution TC 2020-20, - A**  
40 **Resolution of the Town Council of the Town of New Castle, Colorado, Supporting**  
41 **the Application for a Grant from the Colorado Department of Transportation to**  
42 **Provide COVID-19 Relief Through the Targeted Revitalization of Main Street.**  
43 **Councilor Leland seconded the motion.**

44 Discussion: Mayor A Riddile asked when there would be information about awards.

45 Administrator Reynolds explained that the grant was not traditional, it was more of a  
46 rolling process. He said there really was no deadline for submittal of the application and  
47 no distinct decision date. He thought that CDOT was going to see how applications came  
48 in and how long the money lasted.

49 **The motion passed unanimously.**

1  
2  
3 **Consent Agenda**

4 June 2, 2020 minutes

5 June Bills of \$409,999.97

6 Hogback Pizza Beer & Wine Liquor License Renewal

7 **MOTION: Mayor A Riddile made a motion to approve the consent agenda.**

8 **Councilor Hazelton seconded the motion and it passed unanimously.**

9  
10  
11 **Staff Reports**

12 Town Administrator – Administrator Reynolds said that at the last council meeting they  
13 had discussed senate bill 20-217 which affected the police department. The inspired a  
14 further discussion regarding retention. He said he worked with Treasurer Burk and they  
15 gathered information regarding current police salaries and ranked New Castle amongst  
16 the state and local agencies. They also looked at individual positions: chief, sergeant,  
17 lieutenant, detective and class 1, 2 and 3 police officer and it turned out that New Castle  
18 was slightly low. The adjustments would cost the town about \$8,500 through year-end to  
19 bring the New Castle PD salaries to a more competitive level. The new rates will be  
20 reflected in the next payroll. Administrator Reynolds said that with all the complications  
21 around the country with protests and problems and how difficult it's become to be a police  
22 officer, the New Castle Sergeant commented that he could not imagine being in a better  
23 place to be a police officer. Administrator Reynolds felt that was encouraging.

24 Administrator Reynolds said that just before COVID hit, the council discussed their own  
25 salaries, and the council had tabled the discussion. He said he did not want the subject to  
26 be dropped and asked if the council wanted staff to bring it to an upcoming meeting.  
27 Mayor A Riddile said he felt that the council should wait and see where the pandemic was  
28 heading. He felt they could have a short discussion at retreat. The council discussed it  
29 briefly and agreed that they could have a conversation at retreat. Administrator Reynolds  
30 said that progress was being made on the bulk water station. Administrator Reynolds said  
31 that he and Treasurer Burk had been working with American Fidelity on a possible shift of  
32 management of the town supplemental health care plans as well as flex spending  
33 accounts. Administrator Reynolds said that Garfield County had been declined on their  
34 recent variance request to the state which would have given them more leeway to govern  
35 themselves entering into the "Protect Your Neighbor" phase. Because of the increase of  
36 COVID cases in the area, Garfield County will be staying in the "Safer at Home" phase. It  
37 did not look like the state would move the county backwards into the "Stay At Home"  
38 phase, but that would depend on what the case counts look like going forward. He screen-  
39 shared some local statistics on the COVID with the council.

40 Town Clerk – Clerk Harrison told the council the Councilor Mariscal had received an  
41 emergency phone call and had unfortunately had to leave the meeting.

42  
43 Councilor Mariscal left the meeting at 8:23 p.m.

44  
45 Clerk Harrison told the council that the county election judges had been in town hall  
46 collecting ballots on June 26, 27, 29 and 30, 2020. She said that there had not been any  
47 executive orders relieving any of the election laws, and that created some difficulties for  
48 the fire department election the previous May, and for the county election the previous  
49 week. She said that her department was preparing for an in-person municipal court date

1 the next week. There would be a larger docket and that could create a few more  
2 complications due to COVID. Clerk Harrison said she had a meeting with Dwayne Romero  
3 of the Romero Group, the new owner of the Lakota Golf Course, and Brian Pemberton,  
4 golf course manager, regarding the liquor license for the clubhouse and golf course. Clerk  
5 Harrison said that the appointment only policy for town hall was going well, and her office  
6 had taken perhaps 18 appointments. Clerk Harrison said that her office had sent in the  
7 quarterly codification and should have updates for everyone's code books soon. Clerk  
8 Harrison said that for the first few months of the COVID shut-down it had been relatively  
9 quiet, but recent weeks it had been quite busy.

10 Mayor A Riddile asked when Administrative Assistant Bart Mendoza would be back. Clerk  
11 Harrison said that she was not sure, but understood that he would likely be working in  
12 parks through the summer. She said that 'through summer' to her meant he would not be  
13 back until sometime in September, although she said she had not yet spoken to Public  
14 Works Director John Wenzel. Mayor A Riddile asked if the clerk's office was handling  
15 things okay without him. Clerk Harrison said that they were fine. She said that the biggest  
16 problem was time off since there was only two people in the office, but because the town  
17 hall was not open to the public, that made it easier to be without Administrative Assistant  
18 Mendoza.

19 Town Planner – Planner Smith said that coming up at P&Z will be the code amendment for  
20 preliminary and final land use applications. He expected that council would see that item  
21 in August. Planner Smith said that there were storage units being built in Coal Ridge  
22 Industrial Park. He said that Colombo was working with the town engineer and finishing  
23 up their SIA and public improvements. Planner Smith said there was building on S  
24 Wildhorse Drive. Jody Maloley had a lot she was doing. Planner Smith said that on the  
25 west end of Silverado was technically a temporary pedestrian path and apparently  
26 vehicles have been driving up in there, so staff had placed orange barrels to block that  
27 area because it was specifically for pedestrians, not vehicles.

28 Planner Smith told the council that out on the east end of CR 335 there was a property  
29 owner with whom the town was working with regrading access for the LoVa Trail. The  
30 owner was working on a development that was sort of agro-tourism, and he and  
31 Administrator Reynolds were unsure where that development was in the approval process  
32 with the county. The land is within the town's urban growth boundary, but staff had only  
33 heard about it the previous day when their land use attorney paid a visit to the town.  
34 Planner Smith said he would reach out to Garfield County to get some definitive answers  
35 about the project.

36 Public Works Director – nothing to report.

37 Town Treasurer – Town Treasurer Loni Burk said that that she had gotten the audit report  
38 done and sent to the state auditor. She said that at the next council meeting the town  
39 auditor, John Cutler, will present the audit. Printed copies of the audit would be delivered  
40 to the council. Treasurer Burk said that budget season was starting up and budget  
41 worksheets would be delivered to the staff by the end of July. She said she hoped to have  
42 first draft of the 2021 budget to the council by retreat. Treasurer Burk said that the  
43 employee health insurance, CEBT, had an employee assistance program that allowed for  
44 three visits to a counselor and that benefit had been increased to six visits, which was  
45 great.

## 46 47 48 **Commission Reports**

49 Planning & Zoning Commission – nothing to report.

1 Historic Preservation Commission – nothing to report.  
2 Climate Action Advisory Committee – Councilor Leland said that their quarterly meeting  
3 was coming up on the 18th, and he expected that they would pass a few items that will  
4 come to council.  
5 Senior Program – nothing to report.  
6 RFTA – nothing to report.  
7 AGNC – nothing to report.  
8 GCE – nothing to report.  
9 EAB – nothing to report.

10

### 11 **Council Comments**

12 Councilor Owens asked what the Romero Group's association was with the Lakota HOA in  
13 terms control. He said that he recalled that Warrior had two thirds of the votes, and he  
14 wondered if the Romero Group had the same. Administrator Reynolds said that when the  
15 HOA bought the recreation center, part of the negotiation had dissolved Warrior's board  
16 seats, so they did not have power on the board any longer. Its called declarant's rights,  
17 and Warrior lost those. As a result, Romero was not coming with any declarant rights or  
18 seats on the HOA board.

19 Councilor Hazelton said he saw a sign on the old diner that El Tapitio was coming in, and  
20 he asked if they had given any indication on a time-frame. Clerk Harrison said that she  
21 had spoken with two of the owners and they said they wanted to open within a month,  
22 but she was not clear where they were in the process of obtaining the health department  
23 licensing, and they had not begun the liquor licensing process yet.

24 Councilor Leland said that Glenwood Springs had been discussing the Gallagher  
25 Amendment and apparently there would be a state ballot initiative to restricting that. He  
26 said he did not understand all of it, but there would be a local motion which would help  
27 them with Gallagher issues if the state ballot issue fails. Councilor Leland said that council  
28 had talked several times how awful the Gallagher Amendment was for the town and it was  
29 something that they should watch with Glenwood Springs, and the council could consider  
30 it for New Castle.

31 Councilor Leland said that at the June 2 council meeting the town attorney had talked  
32 about getting ahead of the 5G cell tower issue, and he did not want the council to lose  
33 sight of that either. He suggested that staff may want to get the town attorney's opinion  
34 of it for a future meeting. Planner Smith said that staff was working on the 5g issue and  
35 that it would come to council soon.

36 Councilor Leland said there were more fireworks on the fourth than there had been in  
37 previous years, with one very large fireworks party somewhere in the neighborhood of S.  
38 Wildhorse. The response to that on the neighborhood bulletin board and on Facebook  
39 were comments about why there did not seem to be police there. He suggested that the  
40 council have a conversation with the chief before next year about what an appropriate  
41 response would be.

42 Councilor Leland said that he had put an article in the newsletter regarding the new law  
43 enforcement regulations in senate bill 20-217 and he wondered if anyone had heard any  
44 response to that.

45 Administrator Reynolds said that he had gotten a call from a resident who was concerned  
46 and more than willing to share his concerns with council or write a letter to the state,  
47 because he understood the tough position the police were in and the stress it would put  
48 on the town's budget.

1 Councilor Copeland thanked Councilor Leland for putting the article in the newsletter  
2 about the police.

3  
4 **MOTION: Mayor A Riddile made a motion to adjourn. Councilor Copeland**  
5 **seconded the motion and it passed unanimously.**

6  
7 The meeting adjourned at 8:51 p.m.

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9  
10 Respectfully submitted,

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12  
13  
14  
15 \_\_\_\_\_  
16 Mayor Art Riddile

17 \_\_\_\_\_  
18 Town Clerk Melody Harrison, CMC  
19

DRAFT

**TOWN OF NEW CASTLE - BILLS ALLOWED SUMMARY - July 2020**

7/2020 INVOICES PAID	\$536,754.63
VIX PARK LOAN PAYMENT	5,129.61
NET PAYROLL (3)	171,595.24
FED & STATE EMPLOYMENT TAXES (2)	43,154.98
RETIREMENT PLAN PAYMENTS (3)	29,084.15
FLEX SPENDING PAYMENTS (thru 7.20.20)	2,648.27
CREDIT CARD FEES	<u>798.06</u>
<b>7/2020 TOTAL PAYMENTS</b>	<b><u>\$ 789,164.94</u></b>

LESS CAPITAL EXPENDITURES *	(9,440.41)
LESS CHARGE-BACKS **	(8,963.50)
LOAN PAYMENTS	(315,748.15)
REC CENTER DEPOSIT REFUNDS	<u>(590.00)</u>

7/2020 OPERATING EXPENSES: **\$454,422.88**

**\* CAPITAL:**

Various vendors-bulk wtr station	1,265.59
SGM-fees for bulk wtr station	2,237.50
Dodson-parts for blk wtr station	5,937.32

**\*\*CHARGE-BACKS:**

Developer costs	8,963.50
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8,963.50

Total 9,440.41

Report Criteria:  
Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
165	Action Shop Serices, Inc.	SI116254	equipment parts-pks	06/09/2020	121.92	.00	121.92	51266	07/08/2020
Total 165:					121.92	.00	121.92		
213	AFLAC	601938	7/20 premium	07/12/2020	870.53	.00	870.53	51305	07/22/2020
Total 213:					870.53	.00	870.53		
377	Alpine Bank	104337 6/20	Amazon-technology upgra	06/10/2020	19.46	.00	19.46	51265	07/07/2020
		104337 6/20	Walmart-organizational con	06/10/2020	63.62	.00	63.62	51265	07/07/2020
		104337 6/20	BibNumber-bibs for jr triathl	06/10/2020	75.32	.00	75.32	51265	07/07/2020
		104337 6/20	Crown Trophy-medals for jr	06/10/2020	188.80	.00	188.80	51265	07/07/2020
		108742 6/20	Plan Analyst-plan review s	06/10/2020	395.00	.00	395.00	51265	07/07/2020
		108742 6/20	Adobe-subscription-b&p	06/10/2020	14.99	.00	14.99	51265	07/07/2020
		109260 6/20	City Market-office supplies-	06/10/2020	8.36	.00	8.36	51265	07/07/2020
		109260 6/20	USPS-postage for blood dr	06/10/2020	7.50	.00	7.50	51265	07/07/2020
		124269 6/20	City Market-cleaning suppli	06/10/2020	8.64	.00	8.64	51265	07/07/2020
		26324 6/20	Walmart-sponges for swab	06/10/2020	11.28	.00	11.28	51265	07/07/2020
		26324 6/20	Amazon-rubber flooring for	06/10/2020	239.98	.00	239.98	51265	07/07/2020
		26324 6/20	PSI-training for DB-wrtp	06/10/2020	100.00	.00	100.00	51265	07/07/2020
		32181 6/20	Amazon-face masks-COVI	06/10/2020	156.60	.00	156.60	51265	07/07/2020
		32181 6/20	Amazon-face masks-COV	06/10/2020	50.96	.00	50.96	51265	07/07/2020
		32181 6/20	Amazon-office supplies-pks	06/10/2020	8.99	.00	8.99	51265	07/07/2020
		32181 6/20	Craigslist-ad for sale of 200	06/10/2020	5.00	.00	5.00	51265	07/07/2020
		32181 6/20	Craigslist-ad for sale of 200	06/10/2020	5.00	.00	5.00	51265	07/07/2020
		43188 6/20	Faxpipe-2 fax lines-admin	06/10/2020	10.95	.00	10.95	51265	07/07/2020
		43188 6/20	Walmart-2 webcams-later r	06/10/2020	60.57	.00	60.57	51265	07/07/2020
		43188 6/20	Zoom-subscription for meet	06/10/2020	11.55	.00	11.55	51265	07/07/2020
		43188 6/20	Amazaon-face masks-COV	06/10/2020	25.52	.00	25.52	51265	07/07/2020
		43188 6/20	Zoom-subscription for meet	06/10/2020	16.21	.00	16.21	51265	07/07/2020
		43188 6/20	Aamazon-hand sanitizing wi	06/10/2020	64.74	.00	64.74	51265	07/07/2020
		43188 6/20	Walmart-return of 1 webca	06/10/2020	30.28-	.00	30.28-	51265	07/07/2020
		43188 6/20	Walmart-return of 2nd web	06/10/2020	30.29-	.00	30.29-	51265	07/07/2020
		43188 6/20	Amazon-face masks-COVI	06/10/2020	30.66	.00	30.66	51265	07/07/2020
		54490 6/20	Adobe-subscription-admin	06/10/2020	14.99	.00	14.99	51265	07/07/2020
		54490 6/20	United-checked bag fee-ad	06/10/2020	35.00	.00	35.00	51265	07/07/2020
		54490 6/20	United-checked bag fee-ad	06/10/2020	35.00	.00	35.00	51265	07/07/2020
		62667 6/20	StopnSave-drinks for Gens	06/10/2020	10.02	.00	10.02	51265	07/07/2020
		62667 6/20	Hogback Pizza-food for Ge	06/10/2020	102.97	.00	102.97	51265	07/07/2020
		62667 6/20	AutoZone-357 battery for T	06/10/2020	15.12	.00	15.12	51265	07/07/2020
		65405 6/20	Office Depot-copy paper-b	06/10/2020	37.86	.00	37.86	51265	07/07/2020
		65405 6/20	Office Depot-copy paper-a	06/10/2020	37.86	.00	37.86	51265	07/07/2020
		65405 6/20	City Market-office supplies-	06/10/2020	40.72	.00	40.72	51265	07/07/2020
		65405 6/20	Staples-office supplies-ad	06/10/2020	17.30	.00	17.30	51265	07/07/2020
		65405 6/20	City Market-bottles for han	06/10/2020	10.75	.00	10.75	51265	07/07/2020
		65405 6/20	Staples-copy paper-ps	06/10/2020	248.81	.00	248.81	51265	07/07/2020
		65405 6/20	USPS-cert mail-ps	06/10/2020	7.10	.00	7.10	51265	07/07/2020
		65405 6/20	Office Depot-copy paper-To	06/10/2020	37.86	.00	37.86	51265	07/07/2020
		65405 6/20	Office Depot-copy paper-wt	06/10/2020	37.86	.00	37.86	51265	07/07/2020
		65405 6/20	Office Depot-copy paper-w/	06/10/2020	37.86	.00	37.86	51265	07/07/2020
		74233 6/20	TSC-parts for weed spraye	06/10/2020	38.47	.00	38.47	51265	07/07/2020
		74233 6/20	City Market-distilled water f	06/10/2020	5.94	.00	5.94	51265	07/07/2020
		74233 6/20	O'Reilly-electrical connecto	06/10/2020	13.47	.00	13.47	51265	07/07/2020
		74233 6/20	SafetyShirts-shirts- wtr	06/10/2020	245.65	.00	245.65	51265	07/07/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		76907 6/20	esri-GIS yearly maintenanc	06/10/2020	175.00	.00	175.00	51265	07/07/2020
		76907 6/20	esri-GSI yearly maintenanc	06/10/2020	175.00	.00	175.00	51265	07/07/2020
		76907 6/20	OSM Delivery-wtr	06/10/2020	43.50	.00	43.50	51265	07/07/2020
		76907 6/20	FedEx-shipping-wtr	06/10/2020	12.89	.00	12.89	51265	07/07/2020
		76907 6/20	OSM Delivery-wtr	06/10/2020	25.00	.00	25.00	51265	07/07/2020
		76907 6/20	esri-GIS yearly maintenanc	06/10/2020	175.00	.00	175.00	51265	07/07/2020
		76907 6/20	Amazon-annual prime me	06/10/2020	119.00	.00	119.00	51265	07/07/2020
		76907 6/20	Lowes-plumbing parts-wtr	06/10/2020	100.93	.00	100.93	51265	07/07/2020
		76907 6/20	Amazon-prime membershi	06/10/2020	12.99	.00	12.99	51265	07/07/2020
		76907 6/20	Amazon-prime membershi	06/10/2020	9.74-	.00	9.74-	51265	07/07/2020
		76907 6/20	Amazon-NTU pumps for 1	06/10/2020	274.24	.00	274.24	51265	07/07/2020
		76907 6/20	Amazon-pipe fittings-wtp	06/10/2020	29.85	.00	29.85	51265	07/07/2020
		76907 6/20	Amazon-pipe fittings-wtp	06/10/2020	29.73	.00	29.73	51265	07/07/2020
		76907 6/20	Amazon-flood light-wtp	06/10/2020	29.99	.00	29.99	51265	07/07/2020
		76907 6/20	esri-GIS yearly maintenanc	06/10/2020	175.00	.00	175.00	51265	07/07/2020
		76907 6/20	eBay-Hach SC200 analyze	06/10/2020	827.04	.00	827.04	51265	07/07/2020
		77442 6/20	CML-refund for conference	06/10/2020	235.00-	.00	235.00-	51265	07/07/2020
		77855 6/20	Walmart-COVID supplies-p	06/10/2020	13.42	.00	13.42	51265	07/07/2020
		77855 6/20	Walmart-printing-ps	06/10/2020	98.44	.00	98.44	51265	07/07/2020
		77855 6/20	Rubber Flooring, Inc-ps	06/10/2020	1,038.66	.00	1,038.66	51265	07/07/2020
		77855 6/20	Amazon-ear pro & cover-p	06/10/2020	71.34	.00	71.34	51265	07/07/2020
		77855 6/20	Walmart-equip maint-ps	06/10/2020	60.92	.00	60.92	51265	07/07/2020
		77855 6/20	ContainerStore-equip main	06/10/2020	107.01	.00	107.01	51265	07/07/2020
		81048 6/20	City Marker Fuel-rec	06/10/2020	34.72	.00	34.72	51265	07/07/2020
		81048 6/20	Amazon-seeds-arts & enric	06/10/2020	17.88	.00	17.88	51265	07/07/2020
		81048 6/20	Amazon-seeds-arts & enric	06/10/2020	12.97	.00	12.97	51265	07/07/2020
		81048 6/20	Dollar Tree-arts & enrichm	06/10/2020	114.00	.00	114.00	51265	07/07/2020
		81048 6/20	Amazon-yarn-arts & enrich	06/10/2020	8.01	.00	8.01	51265	07/07/2020
		81048 6/20	Amazon-refund for live lady	06/10/2020	18.63-	.00	18.63-	51265	07/07/2020
		81048 6/20	Amazon-knife set & cups-a	06/10/2020	24.45	.00	24.45	51265	07/07/2020
		81048 6/20	Amazon-seeds-arts & enric	06/10/2020	10.34	.00	10.34	51265	07/07/2020
		81048 6/20	Amazon-sticks-arts & enric	06/10/2020	6.48	.00	6.48	51265	07/07/2020
		81048 6/20	Amazon-mermaid door han	06/10/2020	90.88	.00	90.88	51265	07/07/2020
		81048 6/20	Amazon-mermaid door han	06/10/2020	51.95	.00	51.95	51265	07/07/2020
		81048 6/20	Walmart-yarn-arts & enrich	06/10/2020	50.66	.00	50.66	51265	07/07/2020
		81048 6/20	Amazon-cross stitch hoop-	06/10/2020	58.40	.00	58.40	51265	07/07/2020
		81048 6/20	Amazon-embroidery hoops	06/10/2020	55.17	.00	55.17	51265	07/07/2020
		81048 6/20	Amazon-sewing tool-arts &	06/10/2020	44.65	.00	44.65	51265	07/07/2020
		81048 6/20	Amazon-rope & starfish ba	06/10/2020	24.88	.00	24.88	51265	07/07/2020
		81048 6/20	Amazon-beads, paint-arts	06/10/2020	48.88	.00	48.88	51265	07/07/2020
		81048 6/20	City Market-supplies for do	06/10/2020	19.11	.00	19.11	51265	07/07/2020
		81048 6/20	Speckled Feather-art suppl	06/10/2020	37.15	.00	37.15	51265	07/07/2020
		81048 6/20	Amazon-wooden seahorse	06/10/2020	7.56	.00	7.56	51265	07/07/2020
		81048 6/20	Amazon-origami paper, sci	06/10/2020	50.19	.00	50.19	51265	07/07/2020
		81048 6/20	Dollar Tree-supplies for art	06/10/2020	108.00	.00	108.00	51265	07/07/2020
		81048 6/20	Amazon-dog biscuit cookie	06/10/2020	43.26	.00	43.26	51265	07/07/2020
		81048 6/20	Amazon-starfish for arts &	06/10/2020	14.03	.00	14.03	51265	07/07/2020
		81048 6/20	Dollar Tree-supplies for art	06/10/2020	90.00	.00	90.00	51265	07/07/2020
		81048 6/20	Amazon-glue gel-arts & enr	06/10/2020	18.61	.00	18.61	51265	07/07/2020
		81048 6/20	Amazon-prayer flags-arts &	06/10/2020	54.05	.00	54.05	51265	07/07/2020
		81048 6/20	Amazon-cloth napkins, mar	06/10/2020	36.89	.00	36.89	51265	07/07/2020
		81386 6/20	TSC-sprayer boom hose re	06/10/2020	14.99	.00	14.99	51265	07/07/2020
		82376 6/20	Amazon-face masks for co	06/10/2020	18.38	.00	18.38	51265	07/07/2020
		82376 6/20	Amazon-sanitizer for comm	06/10/2020	25.90	.00	25.90	51265	07/07/2020
		87672 6/20	DL report for A. Hutchinson	06/10/2020	9.97	.00	9.97	51265	07/07/2020
		87672 6/20	Staples-paper & laminating	06/10/2020	10.00	.00	10.00	51265	07/07/2020
		87672 6/20	City Market-greeting cards-	06/10/2020	12.96	.00	12.96	51265	07/07/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		87672 6/20	Staples-paper & laminating	06/10/2020	56.86	.00	56.86	51265	07/07/2020
		87672 6/20	USPS-stamps-admin	06/10/2020	11.00	.00	11.00	51265	07/07/2020
		87672 6/20	Adobe-subscription-admin	06/10/2020	12.99	.00	12.99	51265	07/07/2020
		87672 6/20	Walmart-2 webcams-COVI	06/10/2020	85.98	.00	85.98	51265	07/07/2020
		87672 6/20	eBay-tablecloths for outdoo	06/10/2020	101.45	.00	101.45	51265	07/07/2020
		87672 6/20	Dollar General-baskets for	06/10/2020	32.00	.00	32.00	51265	07/07/2020
		87672 6/20	Family Dollar-supplies for o	06/10/2020	64.00	.00	64.00	51265	07/07/2020
		87672 6/20	City Market-supplies for out	06/10/2020	5.06	.00	5.06	51265	07/07/2020
		87672 6/20	Amazon-2 webcams-COVI	06/10/2020	105.19	.00	105.19	51265	07/07/2020
		87672 6/20	Staples-paper & laminating	06/10/2020	10.00	.00	10.00	51265	07/07/2020
		87672 6/20	City Market-bottled water f	06/10/2020	13.96	.00	13.96	51265	07/07/2020
		87672 6/20	Staples-paper & laminating	06/10/2020	10.00	.00	10.00	51265	07/07/2020
		87672 6/20	Staples-paper & laminating	06/10/2020	10.00	.00	10.00	51265	07/07/2020
		87672 6/20	Staples-paper & laminating	06/10/2020	10.00	.00	10.00	51265	07/07/2020
		87953 6/20	Spokeo-subscription refund-	06/10/2020	24.95-	.00	24.95-	51265	07/07/2020
		87953 6/20	North American Rescue-ra	06/10/2020	311.65	.00	311.65	51265	07/07/2020
		87953 6/20	Optics Planet-quad rails rifl	06/10/2020	175.85	.00	175.85	51265	07/07/2020
		87953 6/20	Wing Tactical-rifer receiver-	06/10/2020	84.35	.00	84.35	51265	07/07/2020
		87953 6/20	Rieger-oild change-ps	06/10/2020	76.27	.00	76.27	51265	07/07/2020
		87953 6/20	Sirchie-evidence supplies-	06/10/2020	174.23	.00	174.23	51265	07/07/2020
		94488 6/20	Pumps Plus-rebuild parts f	06/10/2020	337.67	.00	337.67	51265	07/07/2020
		94488 6/20	Walmart-lab supplies-wwtp	06/10/2020	50.88	.00	50.88	51265	07/07/2020
		94488 6/20	ThermoFisher-pipe & tips-	06/10/2020	145.76	.00	145.76	51265	07/07/2020
					<u>8,966.89</u>	<u>.00</u>	<u>8,966.89</u>		
497	AlSCO, Inc	LGRA238314	c.c. mops cleaned-rec	07/02/2020	74.61	.00	74.61	51306	07/22/2020
					<u>74.61</u>	<u>.00</u>	<u>74.61</u>		
1097	Berthod Motors, Inc.	01-70165	hydraulic hose repair-sts	06/25/2020	127.96	.00	127.96	51267	07/08/2020
		01-70583	mower parts-pks	07/08/2020	27.76	.00	27.76	51307	07/22/2020
					<u>155.72</u>	<u>.00</u>	<u>155.72</u>		
1897	Caselle, Inc.	103171	8/20 software support-b&p	07/01/2020	187.55	.00	187.55	51269	07/08/2020
		103171	8/20 software support-admi	07/01/2020	187.55	.00	187.55	51269	07/08/2020
		103171	8/20 software support-court	07/01/2020	87.18	.00	87.18	51269	07/08/2020
		103171	8/20 software support-rec	07/01/2020	137.37	.00	137.37	51269	07/08/2020
		103171	8/20 software support-pks	07/01/2020	137.37	.00	137.37	51269	07/08/2020
		103171	8/20 software supooort-sts	07/01/2020	185.52	.00	185.52	51269	07/08/2020
		103171	8/20 software support-wate	07/01/2020	458.73	.00	458.73	51269	07/08/2020
		103171	8/20 software support-w/w	07/01/2020	458.73	.00	458.73	51269	07/08/2020
					<u>1,840.00</u>	<u>.00</u>	<u>1,840.00</u>		
1901	Casey Concrete Company	101548	concrete blocks-wwtp	07/01/2020	660.00	.00	660.00	51308	07/22/2020
					<u>660.00</u>	<u>.00</u>	<u>660.00</u>		
1961	CEBT	0036759	8/20 health ins premium	07/09/2020	47,864.06	.00	47,864.06	51309	07/22/2020
					<u>47,864.06</u>	<u>.00</u>	<u>47,864.06</u>		
1965	Cedar Networks	305197	7/20 internet-town hall	07/01/2020	180.00	.00	180.00	51270	07/08/2020
		305199	7/20 internet-comm ctr	07/01/2020	180.00	.00	180.00	51270	07/08/2020
		305205	7/20 internet-ps	07/01/2020	90.00	.00	90.00	51270	07/08/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		305205	7/20 internet-town hall	07/01/2020	45.00	.00	45.00	51270	07/08/2020
		305205	7/20 internet-w/wtr	07/01/2020	45.00	.00	45.00	51270	07/08/2020
Total 1965:					540.00	.00	540.00		
1993	CenturyLink	0558 774B 6/	6/20 phone lines-wtp	06/19/2020	133.86	.00	133.86	51310	07/22/2020
		9807 957B 6/	6/20 fax lines-ps	06/19/2020	62.15	.00	62.15	51310	07/22/2020
Total 1993:					196.01	.00	196.01		
2085	Chemical Injection Tech., In	539927	rebuild of chlorine regulator	05/01/2020	596.01	.00	596.01	51271	07/08/2020
Total 2085:					596.01	.00	596.01		
2145	CIRSA	201170	3rd qtr p/c ins-b&p	07/01/2020	765.71	.00	765.71	51272	07/08/2020
		201170	3rd qtr p/c ins-admin	07/01/2020	1,250.65	.00	1,250.65	51272	07/08/2020
		201170	3rd qtr p/c ins-ps	07/01/2020	4,185.86	.00	4,185.86	51272	07/08/2020
		201170	3rd qtr p/c ins-muni ct	07/01/2020	204.18	.00	204.18	51272	07/08/2020
		201170	3rd qtr p/c ins-town hall	07/01/2020	995.42	.00	995.42	51272	07/08/2020
		201170	3rd qtr p/c ins-rec	07/01/2020	969.89	.00	969.89	51272	07/08/2020
		201170	3rd qtr p/c ins-pks	07/01/2020	1,352.75	.00	1,352.75	51272	07/08/2020
		201170	3rd qtr p/c ins-sts	07/01/2020	1,582.88	.00	1,582.88	51272	07/08/2020
		201170	3rd qtr p/c ins-wtr	07/01/2020	8,269.62	.00	8,269.62	51272	07/08/2020
		201170	3rd qtr p/c ins-w/wtr	07/01/2020	5,946.55	.00	5,946.55	51272	07/08/2020
Total 2145:					25,523.51	.00	25,523.51		
2497	Colorado Analytical Lab	200611078	lab tests-wtp	06/18/2020	25.00	.00	25.00	51273	07/08/2020
		200615043	lab tests-wtp	06/19/2020	310.00	.00	310.00	51273	07/08/2020
		200617191	lab tests-wtp	06/24/2020	310.00	.00	310.00	51273	07/08/2020
Total 2497:					645.00	.00	645.00		
2601	Colorado State Treasurer	2ND QTR 20	UI #132054007-2nd Qtr 20	06/30/2020	1,302.02	.00	1,302.02	51274	07/08/2020
Total 2601:					1,302.02	.00	1,302.02		
2701	Concrete Equipment & Sup	276336	quikrete for bulk water stati	06/12/2020	52.96	.00	52.96	51275	07/08/2020
		279198	concrete/asphalt/safety gla	07/15/2020	96.55	.00	96.55	51311	07/22/2020
Total 2701:					149.51	.00	149.51		
2729	Conoco Fleet	663232261	6/20 fuel-admin	06/30/2020	16.84	.00	16.84	51276	07/08/2020
		663232261	6/20 fuel-admin	06/30/2020	61.03	.00	61.03	51276	07/08/2020
		663232261	6/20 fuel-ps	06/30/2020	1,464.12	.00	1,464.12	51276	07/08/2020
		663232261	6/20 fuel-pks	06/30/2020	1,014.82	.00	1,014.82	51276	07/08/2020
		663232261	6/20 fuel-sts	06/30/2020	582.17	.00	582.17	51276	07/08/2020
		663232261	6/20 fuel-wtr	06/30/2020	390.18	.00	390.18	51276	07/08/2020
		663232261	6/20 fuel-w/wtr	06/30/2020	348.75	.00	348.75	51276	07/08/2020
Total 2729:					3,877.91	.00	3,877.91		
2749	Consolidated Electrical Dist	4983-652929	conduit for bulk water statio	06/07/2020	51.93	.00	51.93	51312	07/22/2020
Total 2749:					51.93	.00	51.93		
2877	Covenant Towing & Transp	20-NCPD-AB	abandoned tow-case #20-1	06/30/2020	205.00	.00	205.00	51277	07/08/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		20-NCPD-IM-	vehicle impound-ps	07/15/2020	205.00	.00	205.00	51313	07/22/2020
		20-NCPD-IM-	vehicle impound-ps	07/13/2020	205.00	.00	205.00	51313	07/22/2020
		20-NCPD-TO	patrol tow-ps	07/06/2020	205.00	.00	205.00	51313	07/22/2020
		Total 2877:			820.00	.00	820.00		
2893	CPS Distributors, Inc	03492337-00	irrigation supplies-pks	06/17/2020	294.45	.00	294.45	51278	07/08/2020
		03559902-00	irrigation supplies-pks	06/30/2020	569.17	.00	569.17	51278	07/08/2020
		03625616-00	irrigation repair parts-pks	07/15/2020	481.36	.00	481.36	51314	07/22/2020
		CM03454383	irrigation supplies rebate-p	05/18/2020	14.89-	.00	14.89-	51278	07/08/2020
		CM03565932	irrigaion supplies rebate-pk	06/23/2020	20.01-	.00	20.01-	51278	07/08/2020
		Total 2893:			1,310.08	.00	1,310.08		
3009	CT Electric & Automation, L	15501	electrical work at wwtp	07/02/2020	782.50	.00	782.50	51279	07/08/2020
		Total 3009:			782.50	.00	782.50		
3425	Dodson Engineered Produ	254974	pipe, repair kit-wtp	05/01/2020	279.40	.00	279.40	51280	07/08/2020
		259723	precast curb boxes-bulk wa	06/11/2020	7,860.00	.00	7,860.00	51280	07/08/2020
		260781	4" PVC adaptor-wtp	07/01/2020	18.77	.00	18.77	51280	07/08/2020
		CM260084	return pipe & fittings-bulk w	06/22/2020	1,922.68-	.00	1,922.68-	51280	07/08/2020
		Total 3425:			6,235.49	.00	6,235.49		
3529	DPC Industries, Inc.	DE73000591	demurrage-wtp	06/30/2020	80.00	.00	80.00	51315	07/22/2020
		Total 3529:			80.00	.00	80.00		
3665	Earth-Wise Horticultural, In	80363	tree spray-Alder Ave-pks	06/23/2020	72.00	.00	72.00	51281	07/08/2020
		80364	tree spray-GR park-pks	06/23/2020	265.00	.00	265.00	51281	07/08/2020
		80365	tree spray-Mattivi Plaza-pk	06/23/2020	140.00	.00	140.00	51281	07/08/2020
		80366	tree spray-VIX park-pks	06/23/2020	1,030.00	.00	1,030.00	51281	07/08/2020
		80445	tree spray-5th street-pks	06/25/2020	95.00	.00	95.00	51281	07/08/2020
		80446	tree spray-Alder Ave-pks	06/25/2020	85.00	.00	85.00	51281	07/08/2020
		80447	tree care Bear Dance Pk-p	06/25/2020	54.00	.00	54.00	51281	07/08/2020
		80448	tree spray- Bear Dance Pk-	06/25/2020	85.00	.00	85.00	51281	07/08/2020
		80449	tree spray-pks	06/25/2020	35.00	.00	35.00	51281	07/08/2020
		80450	tree spray-GR park-pks	06/25/2020	150.00	.00	150.00	51281	07/08/2020
		80451	tree spray-Mattivi Plaza-pk	06/25/2020	148.00	.00	148.00	51281	07/08/2020
		80452	tree spray-VIX-pks	06/25/2020	510.00	.00	510.00	51281	07/08/2020
		80453	tree spray-pks	06/25/2020	78.00	.00	78.00	51281	07/08/2020
		80625	tree spray- Bear Dance Pk-	07/01/2020	45.00	.00	45.00	51281	07/08/2020
		80626	tree spray-Mattivi Plaza-pk	07/01/2020	120.00	.00	120.00	51281	07/08/2020
		80849	tree spray-5th street-pks	07/10/2020	175.00	.00	175.00	51316	07/22/2020
		80850	tree spray-Wild Horse Rd-p	07/10/2020	210.00	.00	210.00	51316	07/22/2020
		Total 3665:			3,297.00	.00	3,297.00		
3825	Environmental Process Co	8472	6/20 contract operator-wtp	07/01/2020	1,450.00	.00	1,450.00	51317	07/22/2020
		Total 3825:			1,450.00	.00	1,450.00		
3925	Executech Utah, Inc	148499	6/20 firewall-b&p	06/30/2020	33.55	.00	33.55	51318	07/22/2020
		148499	6/20 firewall-admin	06/30/2020	39.96	.00	39.96	51318	07/22/2020
		148499	6/20 firewall-ps	06/30/2020	36.19	.00	36.19	51318	07/22/2020
		148499	6/20 firewall-rec	06/30/2020	38.08	.00	38.08	51318	07/22/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		148499	6/20 firewall-pks	06/30/2020	33.55	.00	33.55	51318	07/22/2020
		148499	6/20 firewall-sts	06/30/2020	40.72	.00	40.72	51318	07/22/2020
		148499	6/20 firewall-wtr	06/30/2020	77.66	.00	77.66	51318	07/22/2020
		148499	6/20 firewall-w/wtr	06/30/2020	77.29	.00	77.29	51318	07/22/2020
	Total 3925:				377.00	.00	377.00		
3953	Family Support Registry	07022020-A	Remittance ID 15120108 R	07/02/2020	142.61	.00	142.61	51282	07/08/2020
		07022020-B	Remittance ID 12733887 M	07/02/2020	213.23	.00	213.23	51282	07/08/2020
		07172020-A	Remittance ID 15120108 R	07/17/2020	142.61	.00	142.61	51319	07/22/2020
		07172020-B	Remittance ID 12733887 M	07/17/2020	213.23	.00	213.23	51319	07/22/2020
	Total 3953:				711.68	.00	711.68		
3991	Fastenal Company	CORIF10725	paint & CLR-wwtp	06/29/2020	50.69	.00	50.69	51320	07/22/2020
		CORIF10749	gloves & fittings-wwtp	07/09/2020	228.59	.00	228.59	51320	07/22/2020
	Total 3991:				279.28	.00	279.28		
4089	Flag Resources Inc.	5674	34RB road base-wtp	06/30/2020	1,308.84	.00	1,308.84	51321	07/22/2020
		5674	34RB road base-bulk water	06/30/2020	814.30	.00	814.30	51321	07/22/2020
		5674	34RB road base-wwtp	06/30/2020	1,117.39	.00	1,117.39	51321	07/22/2020
	Total 4089:				3,240.53	.00	3,240.53		
4253	Freedom Mailing Service, I	38524	6/20 newsletter-admin	06/30/2020	22.84	.00	22.84	51322	07/22/2020
		38524	6/20 utility bills-water	06/30/2020	285.27	.00	285.27	51322	07/22/2020
		38524	6/20 utility bills-trash	06/30/2020	83.00	.00	83.00	51322	07/22/2020
		38524	6/20 utility bills-w/water	06/30/2020	285.27	.00	285.27	51322	07/22/2020
	Total 4253:				676.38	.00	676.38		
4273	Frontier Paving Inc.	37640	asphalt for water line repair	07/02/2020	286.50	.00	286.50	51323	07/22/2020
	Total 4273:				286.50	.00	286.50		
4341	Galls,LLC	016009861	uniforms-ps	07/07/2020	182.38	.00	182.38	51324	07/22/2020
	Total 4341:				182.38	.00	182.38		
4377	Garcia, Samuel & Leticia	JULY 2020	7/20 parking lot rent-eco de	07/01/2020	500.00	.00	500.00	51283	07/08/2020
	Total 4377:				500.00	.00	500.00		
4405	Garfield & Hecht, P.C.	193528	5/20 legal fees-general mat	05/31/2020	777.40	.00	777.40	51284	07/08/2020
		193530	4/20 legal fees-b&p	05/31/2020	37.00	.00	37.00	51284	07/08/2020
		193531	5/20 legal fees-b&p consult	05/31/2020	527.00	.00	527.00	51284	07/08/2020
		193532	5/20 legal fees-code enforc	05/31/2020	97.50	.00	97.50	51284	07/08/2020
		193533	5/20 legal fees-Kamm prop	05/31/2020	74.00	.00	74.00	51284	07/08/2020
		193534	5/20 legal fees-Villacci lot li	05/31/2020	147.00	.00	147.00	51284	07/08/2020
		193535	5/20 legal fees-CVR Filing	05/31/2020	2,691.50	.00	2,691.50	51284	07/08/2020
		193536	5/20 legal fees-Lakota War	05/31/2020	464.84	.00	464.84	51284	07/08/2020
		193537	5/20 legal fees-Rauman pl	05/31/2020	147.00	.00	147.00	51284	07/08/2020
		193538	5/20 legal fees-SIA consult	05/31/2020	24.50	.00	24.50	51284	07/08/2020
		193539	5/20 legal fees-COVID mat	05/31/2020	78.00	.00	78.00	51284	07/08/2020
		193540	5/20 legal fees-Romero co	05/31/2020	581.00	.00	581.00	51284	07/08/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 4405:					5,646.74	.00	5,646.74		
4673	Glenwood Springs Auto Pa	548465	hydraulic hose-sts	06/25/2020	130.00	.00	130.00	51285	07/08/2020
Total 4673:					130.00	.00	130.00		
5034	Gutierrez, Amy	JUNE 2020	cleaning svc 6.11-6.25.20-p	06/30/2020	125.00	.00	125.00	51286	07/08/2020
Total 5034:					125.00	.00	125.00		
5593	Hy-Way Feed & Ranch Su	S071340	sandbags-pks	05/29/2020	30.00	.00	30.00	51325	07/22/2020
		S071466	herbicide-pks	06/01/2020	225.00	.00	225.00	51325	07/22/2020
Total 5593:					255.00	.00	255.00		
5633	Impressions of Aspen Inc.	30818	office supplies-admin	06/17/2020	24.80	.00	24.80	51287	07/08/2020
		30822	office supplies-b&p	06/19/2020	29.49	.00	29.49	51287	07/08/2020
		30822	office supplies-admin	06/19/2020	29.49	.00	29.49	51287	07/08/2020
Total 5633:					83.78	.00	83.78		
5681	Innermountain Dist. Co.	499219	trash bags-pks	06/19/2020	181.05	.00	181.05	51288	07/08/2020
Total 5681:					181.05	.00	181.05		
5913	John Cutler & Associates	2019 AUDIT-	2019 audit final-b&p	06/30/2020	75.00	.00	75.00	51326	07/22/2020
		2019 AUDIT-	2019 audit final-admin	06/30/2020	450.00	.00	450.00	51326	07/22/2020
		2019 AUDIT-	2019 audit final-ps	06/30/2020	250.00	.00	250.00	51326	07/22/2020
		2019 AUDIT-	2019 audit final-rec	06/30/2020	175.00	.00	175.00	51326	07/22/2020
		2019 AUDIT-	2019 audit final-pks	06/30/2020	125.00	.00	125.00	51326	07/22/2020
		2019 AUDIT-	2019 audit final-sts	06/30/2020	150.00	.00	150.00	51326	07/22/2020
		2019 AUDIT-	2019 audit final-wtr	06/30/2020	775.00	.00	775.00	51326	07/22/2020
		2019 AUDIT-	2019 audit final-w/water	06/30/2020	500.00	.00	500.00	51326	07/22/2020
Total 5913:					2,500.00	.00	2,500.00		
6037	Karp, Neu, Hanlon, P.C.	25472	6/20 water legal svcs	06/30/2020	634.00	.00	634.00	51327	07/22/2020
Total 6037:					634.00	.00	634.00		
6949	Master Automotive	31490	Tahoe brakes-ps	06/23/2020	772.50	.00	772.50	51328	07/22/2020
Total 6949:					772.50	.00	772.50		
7009	Maurer Miller , Amanda	139	7/20 judge fee-court	07/13/2020	1,000.00	.00	1,000.00	51329	07/22/2020
Total 7009:					1,000.00	.00	1,000.00		
7109	MCPH Regional Lab	1816-20	bac-t test-water	07/07/2020	20.00	.00	20.00	51330	07/22/2020
		1817-20	bac-t test-water	07/07/2020	20.00	.00	20.00	51330	07/22/2020
		1818-20	bac-t test-water	07/07/2020	20.00	.00	20.00	51330	07/22/2020
Total 7109:					60.00	.00	60.00		
7637	Mountain Waste & Recyclin	2239789	6/20 trash-ps	06/30/2020	32.55	.00	32.55	51331	07/22/2020
		2239789	6/20 trash-town hall	06/30/2020	32.55	.00	32.55	51331	07/22/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		2239789	6/20 trash-comm ctr	06/30/2020	135.25	.00	135.25	51331	07/22/2020
		2239789	6/20 porta jons-pks	06/30/2020	837.92	.00	837.92	51331	07/22/2020
		2239789	6/20 trash-pwf	06/30/2020	265.13	.00	265.13	51331	07/22/2020
		2239789	6/20 trash-w/water	06/30/2020	110.25	.00	110.25	51331	07/22/2020
		2246709	6/20 trash service	06/30/2020	42,131.74	.00	42,131.74	51290	07/08/2020
		Total 7637:			43,545.39	.00	43,545.39		
7749	Murr Welding & Design Inc.	7247	repair on head gate-wtp	07/09/2020	152.48	.00	152.48	51332	07/22/2020
		Total 7749:			152.48	.00	152.48		
8041	Nichols, Debbie	JULY 2020	7/20 cell phone reimb-admi	07/01/2020	30.00	.00	30.00	51291	07/08/2020
		MARCH-JUN	3/20-6/20 mileage reimb-a	06/30/2020	20.87	.00	20.87	51291	07/08/2020
		MARCH-JUN	3/20-6/20 mileage reimb-a	06/30/2020	34.54	.00	34.54	51291	07/08/2020
		Total 8041:			85.41	.00	85.41		
8357	Paper Wise	741145	doc shredding-admin	05/29/2020	50.00	.00	50.00	51292	07/08/2020
		Total 8357:			50.00	.00	50.00		
8413	Patterson, Jamie	651305	uniform alteration-ps	07/02/2020	17.50	.00	17.50	51333	07/22/2020
		Total 8413:			17.50	.00	17.50		
8609	Pinnacol Assurance	20095279	workers comp ins-bldg/plan	07/09/2020	120.81	.00	120.81	51334	07/22/2020
		20095279	workers comp ins-admin	07/09/2020	402.70	.00	402.70	51334	07/22/2020
		20095279	workers comp ins-ps	07/09/2020	1,047.02	.00	1,047.02	51334	07/22/2020
		20095279	workers comp ins-court	07/09/2020	.00	.00	.00		
		20095279	workers comp ins-rec	07/09/2020	765.13	.00	765.13	51334	07/22/2020
		20095279	workers comp ins-pks	07/09/2020	281.89	.00	281.89	51334	07/22/2020
		20095279	workers comp ins-sts	07/09/2020	402.70	.00	402.70	51334	07/22/2020
		20095279	workers comp ins-water	07/09/2020	604.05	.00	604.05	51334	07/22/2020
		20095279	workers comp ins-w/water	07/09/2020	402.70	.00	402.70	51334	07/22/2020
		Total 8609:			4,027.00	.00	4,027.00		
8641	Pitney Bowes - Purchase P	06082020	postage-b&p	06/08/2020	8.50	.00	8.50	51293	07/08/2020
		06082020	postage-admin	06/08/2020	15.25	.00	15.25	51293	07/08/2020
		06082020	postage-ps	06/08/2020	6.40	.00	6.40	51293	07/08/2020
		06082020	postage-muni ct	06/08/2020	15.25	.00	15.25	51293	07/08/2020
		06082020	postage-rec ctr	06/08/2020	15.25	.00	15.25	51293	07/08/2020
		06082020	postage-sts	06/08/2020	15.25	.00	15.25	51293	07/08/2020
		06082020	postage-wtr	06/08/2020	37.05	.00	37.05	51293	07/08/2020
		06082020	postage-w/wtr	06/08/2020	37.05	.00	37.05	51293	07/08/2020
		07082020	postage-admin	07/08/2020	33.55	.00	33.55	51335	07/22/2020
		07082020	postage-muni ct	07/08/2020	8.50	.00	8.50	51335	07/22/2020
		07082020	postage-rec ctr	07/08/2020	1.35	.00	1.35	51335	07/22/2020
		07082020	postage-wtr	07/08/2020	53.30	.00	53.30	51335	07/22/2020
		07082020	postage-w/wtr	07/08/2020	53.30	.00	53.30	51335	07/22/2020
		Total 8641:			300.00	.00	300.00		
8645	Pitney Bowes Global Finan	3311373459	2020 postage meter lease-	06/11/2020	20.93	.00	20.93	51294	07/08/2020
		3311373459	2020 postage meter lease-	06/11/2020	20.93	.00	20.93	51294	07/08/2020
		3311373459	2020 postage meter lease-	06/11/2020	20.93	.00	20.93	51294	07/08/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		3311373459	2020 postage meter lease-	06/11/2020	20.93	.00	20.93	51294	07/08/2020
		3311373459	2020 postage meter lease-	06/11/2020	20.93	.00	20.93	51294	07/08/2020
		3311373459	2020 postage meter lease-	06/11/2020	20.86	.00	20.86	51294	07/08/2020
		3311373459	2020 postage meter lease-	06/11/2020	20.93	.00	20.93	51294	07/08/2020
		3311373459	2020 postage meter lease-	06/11/2020	20.93	.00	20.93	51294	07/08/2020
		Total 8645:			167.37	.00	167.37		
8646	SunCentral	4B284CDB	6/20 solar-admin	06/30/2020	72.44	.00	72.44	51341	07/22/2020
		4B284CDB	6/20 solar-comm ctr	06/30/2020	236.76	.00	236.76	51341	07/22/2020
		4B284CDB	6/20 solar-pks	06/30/2020	55.34	.00	55.34	51341	07/22/2020
		4B284CDB	6/20 solar-sts	06/30/2020	93.00	.00	93.00	51341	07/22/2020
		4B284CDB	6/20 solar-st lights	06/30/2020	273.75	.00	273.75	51341	07/22/2020
		4B284CDB	6/20 solar-town hall	06/30/2020	72.45	.00	72.45	51341	07/22/2020
		4B284CDB	6/20 solar-wtp	06/30/2020	2,976.79	.00	2,976.79	51341	07/22/2020
		4B284CDB	6/20 solar-raw water	06/30/2020	808.93	.00	808.93	51341	07/22/2020
		4B284CDB	6/20 solar-town hall	06/30/2020	72.45	.00	72.45	51341	07/22/2020
		4B284CDB	6/20 solar-wwtp	06/30/2020	6,374.97	.00	6,374.97	51341	07/22/2020
		4B284CDB	6/20 solar-south util	06/30/2020	69.59	.00	69.59	51341	07/22/2020
		Total 8646:			11,106.47	.00	11,106.47		
9249	Ricoh USA, Inc.	5059946056	copies-ps	06/30/2020	18.79	.00	18.79	51336	07/22/2020
		Total 9249:			18.79	.00	18.79		
9293	Rifle Animal Shelter	241	animal impound-20-1284-p	07/20/2020	60.00	.00	60.00	51337	07/22/2020
		Total 9293:			60.00	.00	60.00		
9469	Roaring Fork Mountain Bik	148	balance of 2020 budget for	07/16/2020	8,966.00	.00	8,966.00	51338	07/22/2020
		Total 9469:			8,966.00	.00	8,966.00		
9789	Safety & Constr. Supply, In	0059488-IN	traffic cones-sts	07/16/2020	567.19	.00	567.19	51339	07/22/2020
		Total 9789:			567.19	.00	567.19		
9833	Salt Lake Wholesale Sport	60044	pistol mags-ps	06/09/2020	99.00	.00	99.00	51340	07/22/2020
		Total 9833:			99.00	.00	99.00		
9945	Schmueser, Gordon, Meyer	93128A-321	6/20 eng fees-P&Z hearing	06/29/2020	620.00	.00	620.00	51295	07/08/2020
		93128A-321	6/20 eng fees-project revie	06/29/2020	4,752.50	.00	4,752.50	51295	07/08/2020
		93128A-321	6/20 eng fees-LoVa Trail C	06/29/2020	610.00	.00	610.00	51295	07/08/2020
		93128A-321	6/20 eng fees-LoVa Trail N	06/29/2020	150.00	.00	150.00	51295	07/08/2020
		93128A-321	6/20 eng fees-bulk water st	06/29/2020	2,237.50	.00	2,237.50	51295	07/08/2020
		Total 9945:			8,370.00	.00	8,370.00		
10813	TASC	IN1792251	7/20 cafe plan-admin	06/21/2020	84.52	.00	84.52	51296	07/08/2020
		Total 10813:			84.52	.00	84.52		
11285	Upper Case Printing, Ink	16017	7.20 newsletter-admin	07/01/2020	554.40	.00	554.40	51342	07/22/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 11285:					554.40	.00	554.40		
11301	US Bank Operations Cente	W08A092 8/2	waste water loan principal	07/15/2020	184,841.02	.00	184,841.02	7292020	07/29/2020
		W08A092 8/2	wastewater loan interest	07/15/2020	82,374.30	.00	82,374.30	7292020	07/29/2020
Total 11301:					267,215.32	.00	267,215.32		
11321	USA Bluebook	269782	lab supplies-w/wtr	06/17/2020	375.68	.00	375.68	51343	07/22/2020
		278500	lab supplies-w/wtr	06/25/2020	36.36	.00	36.36	51343	07/22/2020
		279038	lab supplies-w/wtr	06/26/2020	24.65	.00	24.65	51343	07/22/2020
		279205	lab supplies-w/wtr	06/26/2020	478.97	.00	478.97	51343	07/22/2020
Total 11321:					915.66	.00	915.66		
11345	Utility Notification Center-C	220060839	6/20 locates-wtr	06/30/2020	33.00	.00	33.00	51297	07/08/2020
		220060839	6/20 locates-w/wtr	06/30/2020	34.05	.00	34.05	51297	07/08/2020
Total 11345:					67.05	.00	67.05		
11377	Valley Electric Supply, Inc.	5324849	conduit for bulk water statio	06/16/2020	388.08	.00	388.08	51298	07/08/2020
Total 11377:					388.08	.00	388.08		
11385	Valley Lumber Company	2006-093876	windows for wtp	06/25/2020	431.22	.00	431.22	51299	07/08/2020
		2006-096994	supplies for wto	06/30/2020	23.57	.00	23.57	51299	07/08/2020
Total 11385:					454.79	.00	454.79		
11493	Verizon Wireless	9857949244	7/20 cell phones-b&p	07/03/2020	53.59	.00	53.59	51344	07/22/2020
		9857949244	7/20 cell phones-admin	07/03/2020	107.18	.00	107.18	51344	07/22/2020
		9857949244	7/20 cell phones-ps	07/03/2020	592.95	.00	592.95	51344	07/22/2020
		9857949244	7/20 cell phones-rec	07/03/2020	89.81	.00	89.81	51344	07/22/2020
		9857949244	7/20 cell phones-pks	07/03/2020	89.81	.00	89.81	51344	07/22/2020
		9857949244	7/20 cell phones-sts	07/03/2020	160.77	.00	160.77	51344	07/22/2020
		9857949244	7/20 cell phones-wtr	07/03/2020	298.61	.00	298.61	51344	07/22/2020
		9857949244	7/20 cell phones-w/wtr	07/03/2020	53.59	.00	53.59	51344	07/22/2020
Total 11493:					1,446.31	.00	1,446.31		
11585	Wagner Equipment Co.	P00C227580	mini-exc parts-wtr	07/03/2020	280.34	.00	280.34	51345	07/22/2020
		P55C015098	mini-exc parts-wtr	07/03/2020	105.98	.00	105.98	51345	07/22/2020
Total 11585:					386.32	.00	386.32		
11701	Wash-By U, Inc.	JUNE 2020	6/20 car washes-ps	06/30/2020	55.88	.00	55.88	51346	07/22/2020
Total 11701:					55.88	.00	55.88		
11707	Waterbuddy Trucking	4020	hauling concrete blocks for	07/01/2020	420.00	.00	420.00	51300	07/08/2020
Total 11707:					420.00	.00	420.00		
11785	Wells Fargo, NA	C150152 08/	CWCB loan principal-water	07/15/2020	21,461.86	.00	21,461.86	7302020	07/30/2020
		C150152 08/	CWCB loan interest-water	07/15/2020	21,941.96	.00	21,941.96	7302020	07/30/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 11785:					43,403.82	.00	43,403.82		
11787	Wells Fargo Vendor	103823800	copier lease-ps	06/24/2020	112.69	.00	112.69	51347	07/22/2020
Total 11787:					112.69	.00	112.69		
12185	XCel Energy	689240907	6/20 utilities-EV charge stat	06/17/2020	54.58	.00	54.58	51301	07/08/2020
		690523022	6/20 utilities- admin	06/29/2020	19.20	.00	19.20	51301	07/08/2020
		690523022	6/20 utilities-comm ctr	06/29/2020	211.80	.00	211.80	51301	07/08/2020
		690523022	6/20 utilities-pks	06/29/2020	121.26	.00	121.26	51301	07/08/2020
		690523022	6/20 utilities-sts	06/29/2020	139.48-	.00	139.48-	51301	07/08/2020
		690523022	6/20 utilities-street lights	06/29/2020	4,275.79	.00	4,275.79	51301	07/08/2020
		690523022	6/20 utilities-town hall	06/29/2020	19.19	.00	19.19	51301	07/08/2020
		690523022	6/20 utilities-wtp	06/29/2020	3,330.52	.00	3,330.52	51301	07/08/2020
		690523022	6/20 utilities-raw water	06/29/2020	1,544.03	.00	1,544.03	51301	07/08/2020
		690523022	6/20 utilities-town hall	06/29/2020	19.19	.00	19.19	51301	07/08/2020
		690523022	6/20 utilities-w/wtr	06/29/2020	763.70	.00	763.70	51301	07/08/2020
		690523022	6/20 utilities-w/wtr south uti	06/29/2020	63.12	.00	63.12	51301	07/08/2020
		692982311	7/20 utilities-EV charge stat	07/16/2020	54.08	.00	54.08	51348	07/22/2020
Total 12185:					10,336.98	.00	10,336.98		
12189	Xerox Corporation	010715414	old copier lease-final invoic	06/30/2020	49.81	.00	49.81	51349	07/22/2020
Total 12189:					49.81	.00	49.81		
12193	Xpress Bill Pay	07062020	6/20 cc fees-wtr	07/06/2020	248.81	.00	248.81	7062020	07/06/2020
		07062020	6/20 cc fees-w/wtr	07/06/2020	248.81	.00	248.81	7062020	07/06/2020
Total 12193:					497.62	.00	497.62		
12213	Broadvoice	16078	7/20 phone svc-admin	07/01/2020	288.22	.00	288.22	51268	07/08/2020
		16078	7/20 phone svc-ps	07/01/2020	142.30	.00	142.30	51268	07/08/2020
		16078	7/20 phone svc-rec	07/01/2020	87.57	.00	87.57	51268	07/08/2020
		16078	7/20 phone svc-pks	07/01/2020	65.68	.00	65.68	51268	07/08/2020
		16078	7/20 phone svc-sts	07/01/2020	65.68	.00	65.68	51268	07/08/2020
		16078	7/20 phone svc-wtr	07/01/2020	269.00	.00	269.00	51268	07/08/2020
		16078	7/20 phone svc-w/water	07/01/2020	269.00	.00	269.00	51268	07/08/2020
Total 12213:					1,187.45	.00	1,187.45		
12233	Your Parts Haus	581754	oil filters-sts	07/15/2020	16.98	.00	16.98	51350	07/22/2020
		581784	oil filter exchange-sts	07/15/2020	3.50	.00	3.50	51350	07/22/2020
		581785	air filter for Highlander-adm	07/15/2020	19.44	.00	19.44	51350	07/22/2020
Total 12233:					39.92	.00	39.92		
12269	Zancanella and Associates,	25176	3/20 eng acctg & 4/20 eng	06/08/2020	789.00	.00	789.00	51302	07/08/2020
Total 12269:					789.00	.00	789.00		
12281	Zehren and Associates, Inc	0021969	Burning Mtn Park design	07/03/2020	426.16	.00	426.16	51303	07/08/2020
Total 12281:					426.16	.00	426.16		
12293	Zep Sales & Service	4004587035	equipment m&o-pks	06/24/2020	209.88	.00	209.88	51304	07/08/2020

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		4004587035	equipment m&o-sts	06/24/2020	209.87	.00	209.87	51304	07/08/2020
		9005331861	shop supplies-pks	07/07/2020	173.99	.00	173.99	51351	07/22/2020
		9005331861	shop supplies-sts	07/07/2020	173.99	.00	173.99	51351	07/22/2020
Total 12293:					767.73	.00	767.73		
12374	ProVelocity	26750	Switch replacement-b&p	06/16/2020	53.40	.00	53.40	7012020	07/01/2020
		26750	switch replacement-admin	06/16/2020	63.60	.00	63.60	7012020	07/01/2020
		26750	switch replacement-ps	06/16/2020	57.60	.00	57.60	7012020	07/01/2020
		26750	switch replacement-rec	06/16/2020	60.60	.00	60.60	7012020	07/01/2020
		26750	switch replacement-pks	06/16/2020	53.40	.00	53.40	7012020	07/01/2020
		26750	switch replacement-sts	06/16/2020	64.80	.00	64.80	7012020	07/01/2020
		26750	switch replacement-wtr	06/16/2020	123.60	.00	123.60	7012020	07/01/2020
		26750	switch replacement-w/wtr	06/16/2020	123.00	.00	123.00	7012020	07/01/2020
		26875	adobe acrobat license-rec	07/01/2020	430.00	.00	430.00	7152020	07/10/2020
		27083	8/20 IT services-b&p	07/01/2020	262.55	.00	262.55	7162020	07/06/2020
		27083	8/20 IT services-admin	07/01/2020	312.70	.00	312.70	7162020	07/06/2020
		27083	8/20 IT services-ps	07/01/2020	283.20	.00	283.20	7162020	07/06/2020
		27083	8/20 IT services-rec	07/01/2020	297.95	.00	297.95	7162020	07/06/2020
		27083	8/20 IT services-pks	07/01/2020	262.55	.00	262.55	7162020	07/06/2020
		27083	8/20 IT services-sts	07/01/2020	318.60	.00	318.60	7162020	07/06/2020
		27083	8/20 IT services-water	07/01/2020	607.70	.00	607.70	7162020	07/06/2020
		27083	8/20 IT services-w/wtr	07/01/2020	604.75	.00	604.75	7162020	07/06/2020
Total 12374:					3,980.00	.00	3,980.00		
12769	Montanez, Yesenia	REFUND 7.1	deposit refund for room ca	07/01/2020	200.00	.00	200.00	51289	07/08/2020
		REFUND 7.1	room rent cancellation for 7	07/01/2020	390.00	.00	390.00	51289	07/08/2020
Total 12769:					590.00	.00	590.00		
Grand Totals:					536,754.63	.00	536,754.63		

Report Criteria:  
 Detail report type printed

**TOWN OF NEW CASTLE, COLORADO  
RESOLUTION TC-2020-24**

**A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL  
CHANGING THE NAME OF THE CLIMATE ACTION ADVISORY  
COMMISSION TO THE CLIMATE AND ENVIRONMENT  
COMMISSION AND APPROVING AN UPDATED AND AMENDED  
CLIMATE ACTION PLAN**

WHEREAS, by Resolution No. 2007-5, the New Castle Town Council created a Climate Action Advisory Commission (“CAAC”) to develop and provide recommendations to the Town Council regarding how to meet the U.S. Mayors Climate Protection Agreement, a copy of which was approved by and attached to Resolution No. 2007-5; and

WHEREAS, on July 16, 2020, the members of the CAAC held a meeting and voted to request that the Council authorize changing the name of the CAAC to the Climate and Environment Commission as a more accurate descriptor of the work it does, which work includes other environmental issues in addition to climate-related concerns, such as recycling, bee gardens, and other projects broadly relating to protection of the natural environment; and

WHEREAS, also at its July 16, 2020 meeting, the CAAC completed work on a revised Climate Action Plan updating and revising its original plan written in 2007; and

WHEREAS, at its regular meeting on July 21, 2020, the Town Council considered the CAAC’s requests to approve its name change and its updated plan and voted to approve both requests, subject to certain edits to the plan which have been made and are reflected in the version attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NEW CASTLE, COLORADO:

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
2. Name Change. The Climate Action Advisory Commission is hereby renamed as the Climate and Environment Commission (“CEC”).
3. Climate Action Plan. The Climate and Environment Commission Plan for Future Actions is hereby approved and adopted by the Town Council as an advisory document in the form attached as Exhibit A. The Town Council supports the goals of the CEC and encourages the CEC to pursue them.
4. Limitations. The plan approved hereby is for advisory purposes only. The work of the CEC and the Town Council to implement the plan is subject to budgeting and appropriation as may be determined by separate action of the Town Council in accordance with the Town Charter and Colorado law.

INTRODUCED, READ, AND ADOPTED at a regular meeting of the Town of New Castle  
Town Council held on \_\_\_\_\_, 2020.

TOWN OF NEW CASTLE TOWN  
COUNCIL

By: \_\_\_\_\_  
Art Riddile, Mayor

ATTEST:

\_\_\_\_\_  
Melody Harrison, Town Clerk

## **Climate and Environment Commission Plan for Future Actions**

### **History of the Climate Action Plan**

On April 3, 2007, Mayor Frank Breslin signed the U.S. Mayors Climate Protection Agreement as the Town Council fully committed to developing and implementing strategies to reduce greenhouse gas emissions. The Climate Action Advisory Commission, later named the Climate and Environment Commission (CEC), was created to help the town pursue the goals of this agreement. The goals included inventorying greenhouse gas emissions in city operations; adopting land-use policies that reduce sprawl, preserve open space; promote greener transportation options, such as bicycle trails and incentives for public transit or carpooling; making energy efficiency a priority through building code improvements, upgrades to water and wastewater treatment facilities, and purchases of vehicles and equipment; promoting tree planting for shading and carbon dioxide absorption; educating the public, schools, businesses, and the community about reducing greenhouse gasses.

Over the next thirteen years, the town made strides in addressing these goals, by installing roof-top solar on municipal buildings, installing electric vehicle charging stations, adopting efficient building codes, planting trees, gaining efficiencies at wastewater and water treatment facilities, and more. In 2020, the CEC decided to update and build upon these goals, as shown in the next section.

### **CLIMATE AND ENVIRONMENT GOALS**

In 2020, the CEC determined that the most important long-term goals were to:

1. Advise the council and educate the community about environmental issues as well as climate change and its effects.
2. Provide guidance on individual and community activities that serve to reduce greenhouse gas emissions and protect the environment.
3. Advise and assist the town and community in transitioning to a more renewable and energy efficient future.
4. Advise the town in planning for and mitigating climate change impacts.

### **FOUR KEY STRATEGIES TO ACHIEVE THESE GOALS**

1. Leading by example. Municipal government will continue to make its buildings and operations a model of energy efficiency and renewable energy while reducing energy costs.
2. Strengthening communication and education efforts of the CEC. The CEC should provide accurate and helpful information regarding climate change and environmental protection to stakeholders.
3. Networking with local and regional partners to remove barriers, to provide incentives for wiser energy use, and to increase local renewable energy supplies. The Town will work with Xcel Energy, Garfield Clean Energy (GCE), the Roaring Fork Transit Authority (RFTA), the Community Office for Resource Efficiency (CORE), the Clean Energy Economy for the Region (CLEER), the Governor's Energy Office (GEO), Colorado Mountain College (CMC), and others to accelerate the transition to a clean energy future, offering programs to households and businesses that combine financing, technical assistance, and education.

4. Collaborating to acquire funding. The CEC and the Town Council will collaborate to seek funding to carry out environmental protection and climate mitigation goals.

## **MEASURABLE ACTION STEPS TO MEET THE LONG-TERM GOALS**

### **1. Providing educational programs and outreach**

- a. Create and implement educational programs for the public

Measurement of progress: Development of an educational program about climate change and environmental protection that can be shared with community groups

- b. Serve as a resource for individuals seeking more information about the topics of climate change, environmental protection, energy conservation.

### **2. Creating opportunities for individual and collective action**

- a. Explore opportunities for planting of appropriate tree and vegetation species, with guidance on use of water-saving mulches and soil amendments

Measurement of progress: Providing list of native trees and vegetation, as well soil amendments, irrigation techniques, and proper planting procedures to reduce water consumption

Measurement of progress: Encouraging and helping the town plant trees/vegetation

Measurement of progress: Networking with the Garden Club and other organizations

- b. Fine-tune use of water and other environmental resources by town and community

Measurement of progress: Communicate with residents regarding most effective and efficient watering strategies through the CEC website and other communication avenues including building permits

Measurement of progress: Work with the town in monitoring irrigation in parks and other spaces

### **3. Transitioning to a more renewable and energy efficient future**

- a. Encouraging energy efficiency activities and audits by homeowners

Measurement of progress: Encourage homeowners to have an energy audit and inform homeowners of free or low-cost energy audits

Measurement of progress: Connect and coordinate with regional partners such as GCE, CLEER, CORE and inform the public through various communication avenues, including the CEC website

- b. Encouraging energy efficiency audits by businesses

Measurement of progress: Encourage business owners to have an energy audit and inform business owners of access to free or low-cost energy audits, incentives, and rebates

Measurement of progress: Connect and coordinate with regional partners such as GCE, CLEER, CORE regarding effective ways to work with local businesses

c. Communicating with stakeholders regarding incentives for renewable energy, addition of insulations, storm windows, electric vehicles, roof-top solar panels, lighting, air conditioners, and other ways to save costs

Measurement of progress: CEC creates a listing of what is available for assisting in renewable or energy efficient changes and develops a strategy for implementation

Measurement of progress: Communicate information in town newsletter, website, and other appropriate media

#### **4. Planning for and mitigating climate change and environmental impacts**

a. Understanding the increased risk of wildfires and how to mitigate and respond

Measurement of progress: Meet with appropriate town and fire officials to learn how to prepare and to improve fire-mitigation/prevention around homes and businesses

Measurement of progress: Communicate and offer guidance to residents. Consult with fire officials on how to best provide information to the community regarding fire dangers and how to minimize fire risk. Offer at least one outreach and educational program.

b. Understanding the increased risk of drought and how to mitigate and respond

Measurement of progress: Meet with appropriate town officials and water conservationists to learn about how to prepare and minimize water usage among the public and the town

Measurement of progress: Communicate and offer guidance for residents.