

Board of Trustees Regular Meeting May 4th, 2022

Town of Lake City
May 18, 2022 at 5:30 PM MDT to May 18, 2022 at 8:30 PM MDT
230 N Bluff St Lake City, CO 81235

Agenda

I. Regular Workshop 5:30 PM

5:30 PM

- A. Discussion about Structural Engineer Proposal Costs
- B. Discussion about Lake City Old West Shows

Discussion of allowing the Lake City Old West Shows to utilize our streets during the summer for reenactments.

C. Discussion about Town Employee Housing

Presenter: Michelle Pierce

D. Discussion about the allowance of Food Trucks in Lake City

Presenters: Michelle Pierce, Vance Lipsey

E. Discuss Variance for Pete's Lake LLC for Common Water and Sewer Tap

F. Discussion about Possible Purchase of Public Works Vehicle

Presenters: Vance Lipsey, Jameson Johnston

Ford: Are not producing currently due to Chip issues, If someone backs out of their reservation we would be given a call. Have Pre-Owned Options.

Chevrolet: 4-5 months to build, Have a custom on its way with similar to what we built out at a similar price point. Has a Chevy Z71 Model at a price point around 53,000 available at the lot

Dodge: 12-18 Weeks for production; Have a Pre-Owned Options, but more costly than the new one we priced out.

G. Discussion about Bushwhack Ventures LLC Liquor Tavern (City) Application 301 N Gunnison Ave

H. Discussion about Caselle Record Management Software

I. Discussion about Caselle Payment Import Software

Dan Krob our Attorney stated that Evans, CO utilizes this system and that they love it and it works wonders for them.

J. Discussion about Protests over 1037 Oceanwave Dr, Margo Presnall Vacation Rental Application

K. Discussion about Hinsdale County Fire Restrictions

II. Regular Meeting 7:00 PM

7:00 PM

A. Call to Order

- **B.** Minutes
- C. Bills Payable
- D. Employee's Reports
 - 1. Recreation Director

Presenter: Ben Hake

2. Public Works Director

Presenter: Jameson Johnston

3. Town Clerk/Treasurer

Presenter: Alexander Mulhall

4. Town Manager

Presenter: Vance Lipsey

5. Building Official

Presenter: Gabe Mcneese

6. Sheriff's Report

Presenter: Sheriff Kambish

7. Mayor

Presenter: Dave Roberts

8. Trustees Reports

- **E. Committee Reports**
 - 1. Planning and Zoning
 - 2. Historic Preservation Commission
- F. Correspondence Recieved
- G. Citizen's Communication
- H. Additions to Agenda
- I. Action Items
 - 1. Discussion and possible action to select Structural Engineer for Restless Spirits Repair
 - 2. Discussion and possible action to approve Lake City Old West Shows to do reenactments on Town Streets
 - 3. Discussion and possible action to approve Pete's Lake Hospitality LLC Common Water and Sewer Tap
 - 4. Discussion and possible action to approve purchase of New Vehicle for Public Works
 - 5. Discussion and possible action to set a public hearing for Bushwhack Ventures LLC Liquor Tavern (City) Application 301 N Gunnison Ave
 - 6. Discussion and possible action to approve vacation rental for 1037 Oceanwave Dr, Margo Presnall
 - 7. Discussion and possible action to approve the Town of Lake City not going into a Fire Restriction



Materials Testing Forensic Civil/Planning

PROPOSAL Date: May 13, 2022

Client: Town of Lake City

Address: PO Box 544

Lake City, CO 81235

Attn: Alexander Mulhall

E-mail: alexandermulhall@townoflakecity.co

Project: Lake City Vault Lids

Structural Engineering Services

300 3RD St

Lake City, Colorado RMG Job No: 189844

Proposal:

This is a proposal to provide structural engineering services for the above referenced project.

Per the preliminary information received from you by electronic mail on May 11, 2022, you are currently in the middle of a major storm pipe, sidewalk, and paving project that has uncovered an old coal chute and wine cellar that are attached to a historic building. The vaults are in the town right of way. Upon removal of the existing sidewalk above, the roof/lip of the vaults appear to be in disrepair.

RMG can observe the foundation and lids, determine repairs that may be required, and develop construction drawings showing the repairs and replacement of the roof lids. From our conversations, we do not recommend steel elements to be in contact with soils. A concrete lid would be the best solution for longevity. We can work with your maintenance team or the general contractor to utilize structure framing that is readily available (steel angles, decking, rebar).

RMG can perform a site observation, field measure the structures with support from you for access, and prepare the construction documents for this project.

Fees:

Fees are as follows:

SERVICES	FEE	FEE TOTALS
STRUCTURAL Site Observation and Repair CDs		\$7,270.00
Construction Administration, if required	Billed hourly	

Our fee includes travel expenses and Per Diem. A retainer deposit of \$1,000.00 is required at time of notice to proceed prior to our initiation of the project.

Change Orders:

Our proposal attempts to be as comprehensive as possible to reduce extra charges during the project. Any proposed modification to the scope of the design services not specifically identified and included in this proposal, and directed by the client, owner, and or contractor, will result in a change order to the design services for the proposed revisions.

- Any additional charges during construction at the request of the client, owner, and or contractor must be approved by the client prior to proceeding.
- If the project is canceled or put on hold, the current balance will be due based on our standard hourly rates.
- Any scope change uncovered during construction
- If reimbursable services are required, they will be billed at cost plus 1.5%.

Hourly services will be billed per our standard hourly rates of:

•	Senior Principal	\$200/hr
•	Senior Project Manager	\$185/hr
•	Project Manager/Senior Engineer	\$165/hr
•	Project Engineer/Geologist	\$140/hr
•	Staff Engineer/Staff Geologist/Civil Technician	\$120/hr
•	Structural Designer	\$105/hr
•	CAD Operator	\$ 85/hr
•	Administration	\$ 65/hr

Schedule:

Structural Services

• We understand the storm pipe / sidewalk project is to be completed by July 1, 2022. Construction drawings for this project need to be completed prior so the repairs can be made and the other project completed in time. We suggest a deadline to submit CDs to be June 10, 2022. To meet this deadline, our observations would need to occur on May 24 or 25, 2022. This contract would need to be executed by May 18, 2022 so we can plan accordingly for the site observation.

Payment Terms:

Invoices will be submitted monthly and/or at appropriate phases of the project. Invoices are Due Net 30 days if Credit has been Approved. The Client is responsible for requesting Credit. To request Credit, please call the office phone number located on the last page of this proposal. Otherwise, the balance is due and payable upon receipt of invoice and prior to receiving any work product. Whether credit is approved or not, if the CLIENT fails to make any payment due to RMG for services and expenses within 45 days of the date of RMG's invoice, RMG and all associated consultants may, after giving 3 days written notice to CLIENT, suspend services under this Contract until RMG has been paid in full for all such amounts due for services, expenses, and charges. RMG and all associated consultants shall not be liable for stoppage of work impact on the schedule of the deliverables to the CLIENT or agencies due to non-payment of past due invoices.

If these terms are acceptable to you, please return a signed copy of this proposal to our office. Until that time, the terms of this proposal remain valid for 6 months and are subject to reconsideration after that time. By signing this proposal it becomes a legally binding contract that includes Exhibit A attached and included herewith.

We appreciate the opportunity to present you with this proposal. If you have any questions, do not hesitate to contact us.

Attachments: Exhibit A – Services and Exhibit B – Structural

READ THIS: Client signing this document acknowledges they are the responsible party for PAYMENT of this contract. If a third party is to be billed, do NOT sign this contract and inform RMG of their name & contact information. Contract must only be signed by the party directly responsible for payment. RMG shall be entitled to interest at the rate of 12% per annum on all over due amounts and all costs of collection, including reasonable attorney's fees.

Mark V. Weiken

This Contract is made and executed as of the date below by:

Signature of Party Responsible for Payment			
(See "READ THIS" section above)			
	Mark D. Weidhaas, P.E., F.NSPE		
Print Name	RMG Representative		
	May 13, 2022		
Date	Date		
Payment Party Name:	Engineer/Architect: Geostruct Engineers, Inc. dba		
	RMG – Rocky Mountain Group		
Address:	Address: 2910 Austin Bluffs Parkway, Suite 100		
	Colorado Springs, CO 80918		
Phone:	Phone: (719) 548-0600 Fax (719) 548-		
	0223		
Email:	Email: mweidhaas@rmg-engineers.com		

Exhibit A - Services

ROCKY MOUNTAIN GROUP (designated as **RMG**) shall perform for or furnish to CLIENT professional services for all phases of the Project to which this Contract applies as stated in Basic Services. No other services are included unless specifically stated. **RMG** shall serve as CLIENT's architect and/or engineering representative for the Project providing professional consultation and design with respect thereto.

RMG may modify specified boring locations, field and laboratory tests and other similar items, as deemed necessary to **RMG** by the practice of due care. **RMG** shall first consult with CLIENT about the necessity for such modifications if they involve additional fees.

The CLIENT will provide **RMG** all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all architectural design and construction standards which CLIENT will require to be included in the Drawing and Specifications; place at **RMG's** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project, as well as existing geotechnical and geologic data, analyses and reports concerning the site which are known or may become known to CLIENT; furnish data prepared by others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys. CLIENT shall be responsible for, and **RMG** may rely upon, the accuracy and completeness of all information furnished pursuant to this paragraph. **RMG** may use such information in performing or furnishing services under this Contract.

The CLIENT shall make available to **RMG** all information known to CLIENT concerning the location of underground services, conduits, pipes, tanks and other obstructions which CLIENT considers pertinent to **RMG**'s services hereunder. CLIENT and/or Owner shall arrange for access to and make all provisions for **RMG** to enter upon public and private property as required for **RMG** to perform service under this Contract. The CLIENT shall provide engineering surveys to establish reference points and base lines to enable **RMG** to define the locations and elevations of field explorations and tests. CLIENT is responsible for determination of all excavation grades. The CLIENT represents to **RMG** that there are no known or suspected hazardous substances, including but not limited to asbestos, hazardous wastes and toxic or radioactive materials to which **RMG** will or may be exposed in performing services at the site of the PROJECT. The CLIENT shall reimburse **RMG** for all costs incurred in connection with decontamination or contaminated field or laboratory equipment, replacement of unusable contaminated consumable and the disposal of any contaminated consumables if necessary.

CLIENT shall examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by **RMG** (including obtaining advice of an attorney, insurance counselor and other consultants as CLIENT deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

CLIENT shall provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by **RMG** and such approvals and consents from others as may be necessary for completion of such portions of the Project. Such services shall comply with the Codes and Standards of said jurisdiction in effect during the preparation of such services.

If Construction Phase services are not included in the **RMG's** scope of services for the specific Project, CLIENT shall be solely responsible for interpretations of, or deviations to, the **RMG's** specifications or the Construction Documents, and for observing the work by contractor to discover, correct or mitigate errors, inconsistencies or omissions.

Unless specific periods of time or specific dates for providing services are specified in this Contract **RMG's** obligation to render services hereunder will extend for a period which may reasonably be required for the design, award of construction contracts, construction and initial operation of the Project including extra work and required extensions thereto.

CLIENT shall promptly provide RMG written notice describing in reasonable detail any issues arising out of, or related to, the services performed by RMG under this Contract, including any issues related to RMG's work raised by CLIENT's customer. RMG shall have the right to inspect any project about which it receives notice. If CLIENT does not own a project for which notice has been provided, CLIENT shall reasonably assist RMG in obtaining access to inspect that project.

If CLIENT suspends services, requests significant modifications or changes in the extent of the Project, or authorizes Additional Services, or if progress is delayed through no fault of **RMG**, the time of performance and rates and amounts of compensation provided for herein for **RMG's** services shall be adjusted appropriately.

CLIENT shall pay **RMG** for Basic Services performed or furnished on the basis set forth in Basic Services. CLIENT shall pay **RMG** for Additional Services performed or furnished as submitted in an Addendum to contract. If CLIENT fails to make any payment due

RMG for services and expenses within thirty days after receipt of **RMG's** invoice therefore, **RMG** may, after giving three days' written notice to CLIENT, suspend services under this Contract until **RMG** has been paid in full all amounts due for services, expenses and charges. All fees presented have been reduced by 3% assuming payment via cash or check. If the CLIENT chooses to pay the invoice(s) via credit card, RMG reserves the right to add back 3% to the overall charge when processed.

In the event of termination by CLIENT by submitting 7 day written notice, compensation due **RMG** in accordance with this Contract for all such services performed or furnished by **RMG** and **RMG's** Consultants to date shall be due and payable. Any prepaid retainer may be refunded minus such compensation for services performed to date.

All documents including Drawings and Specifications provided or furnished by **RMG** pursuant to this Contract are instruments of service in respect of the Project, and **RMG**, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of **RMG** as appropriate) whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by **RMG**, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to **RMG**. CLIENT shall indemnify, defend and hold harmless **RMG** from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle **RMG** to further compensating at rates to be agreed upon by CLIENT and **RMG**.

All documents, reports and Drawings and Specifications provided or furnished by **RMG** are valid for a period of two years after the date on the documents, reports and Drawings and Specifications. Unless otherwise requested by CLIENT in writing, RMG shall be free to take appropriate photos and/or videos of projects as needed either for preparation of work or business development purposes.

Excluding any claims of **RMG** against CLIENT arising out of CLIENT's failure to pay **RMG** any amounts due under this Contract which claims may be resolved by litigation in **RMG's** sole discretion, any claims or disputes arising out of or related to this Contract whether in contract, tort and/or based upon an alleged statutory violation, including any claims against **RMG's** officers, directors, shareholders and/or employees, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with the then current Construction Industry Arbitration Rules. The costs of the arbitration shall be borne equally by the parties, subject to reallocation in the final arbitration award. In the event **RMG** substantially prevails in arbitration it shall be entitled to an award of its attorney's fees and costs. Any arbitration award may be enforced through entry of judgment by any court of competent jurisdiction.

This Contract is to be governed by the law of the principal place of business of **RMG**. Exclusive venue for any action arising out of or related to this Contract shall be in the county in which the project is located.

The standard of care for all professional services performed or furnished by **RMG** under this Contract will be the care and skill ordinarily used by members of **RMG's** profession practicing under similar conditions at the same time and in the same locality. **RMG** makes no warranties, express or implied, under this Contract or otherwise, in connection **RMG's** services.

If this Contract is signed and dated after 6 months from the Contract date, the terms and fees are subject to be negotiated. The fees and scope for any services listed in this Contract that is not initiated within 12 months of the most recent signatory date is subject to renegotiation.

This Contract may be executed in counterparts, each of which shall be deemed an original, and when taken together, shall constitute one and the same Contract. A facsimile signature, electronic signature, or electronically transmitted signature shall be deemed to be an original for the purpose of executing this Contract.

Limitation of Liability

IN RECOGNITION OF THE RELATIVE RISKS, REWARDS AND BENEFITS OF EACH PROJECT TO BOTH THE CLIENT AND RMG, THE RISKS HAVE BEEN ALLOCATED SO THAT THE CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF RMG AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND INDEPENDENT PROFESSIONAL ASSOCIATES AND CONSULTANTS TO CLIENT AND ANY THIRD PARTIES FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES AND/OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO RMG'S SERVICES OR THIS CONTRACT, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY RMG UNDER THIS CONTRACT, OR \$25,000, WHICHEVER IS GREATER.

Exhibit B - Structural

Scope of Services:

Structural Services

Construction Documents include:

Structural Plans and Details:

- Structural plans based on field measurements.
- Structural Details including repairs, as required.
- Structural specifications and notes.

Construction Administration, if required, includes:

- Plan revisions due to uncovered conditions.
- Client and Contractor requests for information (RFI).
- Compliance construction observations.
- Shop drawing review (rebar, concrete mix designs, structural steel.

Project Requirements to be Provided by the Client:

Structural Services

- Sidewalk project plans and Civil/topo Grading Plan, if available.
- A Subsurface Soils Investigation (SSI), if available.

Additional Services

Additional services that are not included in this price but may be requested are as follows:

- Preconstruction meeting with Architect and/or Contractor
- Construction revisions either due to construction mistakes, changes in a non-structural area, Value Engineering, or drastic changes to original design at the request of others to modify installation
- New items requiring design during construction
- Construction administration and observations and compliance reports
- Coordination, consultation, and meetings with Client's sub-contractors and vendors

EXHIBIT A

Scope of Services

For Town of Lake City, Colorado (City). The purpose of the project is to design structural lid/roof to support concrete sidewalks spanning over two below graded basement features extending into City right-of-way. Additionally, provide waterproofing details and specifications to prevent water infiltration between bottom of lid/roof and top of basement foundation walls.

Design Phase

Project Management

- Project Setup
- Project Coordination
- Kickoff Meeting (1, duration half an hour, 3 attendees)
- Schedule and Budget Tracking
- Invoicing
- Quality Control and Assurance
- Project closeout
- Assumptions
 - Schedule Deliverables completed two weeks and 3 days after notice to proceed (NTP)
 - o Schedule City review of design, drawings, and specifications (duration three (3) working days)
- Deliverables
 - Meeting agenda and minutes
 - Invoices

Structural

- Develop design criteria.
- Design structural steel plate or reinforced concrete sidewalk lids to span two (2) basement features extending into City right-of-way.
- Specify waterproofing products and details between top of existing basement structure foundation walls and bottom of new proposed structural sidewalk lid.
- Develop construction drawings and specifications.
- Assumptions
 - No site inspection
 - City to provide field measurements and photos
 - o Span existing basement features below ground extending into City right-of-way.
 - Basement feature No. 1 Wine cellar
 - Inside dimensions approximately 11'- 6" x 5'- 2"
 - Existing foundation walls masonry rock and block walls
 - Wall thickness unknown
 - Basement feature No. 2 historical coal chute
 - Inside dimensions approximately 4' x 4'

- Existing foundation walls masonry rock walls
- Wall thickness unknown
- o AASHTO LFRD Excludes rating structural slab
- o Existing sidewalk construction drawings to be provided by City
- o Topographic survey and ROW provided by City as needed
- o Drawings will be submitted as pdfs
- Deliverables
 - Sidewalk structural design calculations sealed by CO professional engineer
 - \circ Construction drawings (1 2 sheets) sealed by CO professional engineer
 - Specifications sealed by CO professional engineer
- Services Not Included (These services can be provided, upon request, at the KLJ Hourly Schedule that prevails at the time services are rendered).
 - o Condition assessment of existing building and basement features extending into City right-of-way
 - Falsework and shoring design
 - Waterproofing existing basement below grade of the top of the basement foundation walls and lid/roof.

Construction Services Phase (These services will be provided at the KLJ Hourly Schedule that prevails at the time services are rendered).

- Respond to Contractor requests for information (RFI)
- Shop drawing review
- Design revisions
- Services Not Included (These services can be provided, upon request, at the KLJ Hourly Schedule that prevails at the time services are rendered).
 - Field observations
 - Site inspections



Vance Lipsey <townmanager@townoflakecity.co>

FW: Lake City Sidewalk Repair Scope and Fee

Joanne Fagan <jfagan@ccs84.com>

Tue, May 17, 2022 at 4:35 PM

To: "alexandermulhall@townoflakecity.co" <alexandermulhall@townoflakecity.co>, Town Consultant <consultant@townoflakecity.co>, "townmanager@townoflakecity.co" <townmanager@townoflakecity.co>

---- Original message ------

From: Doug Barr <doug.barr@kljeng.com> Date: 5/17/22 4:27 PM (GMT-07:00) To: Joanne Fagan <ifagan@ccs84.com>

Subject: Lake City Sidewalk Repair Scope and Fee

Joanne,

Sorry for the delay. We can provide a design a structural cover over the wine cellar and coal chute along with providing waterproofing for the structural cover for \$6813.60. Deliverables will include calculations, plan details and specifications. See attached scope for additional details. Give me a calls do discuss any questions you may have regarding the proposal.

Doug Barr P.E.*

Senior Engineer, Structural

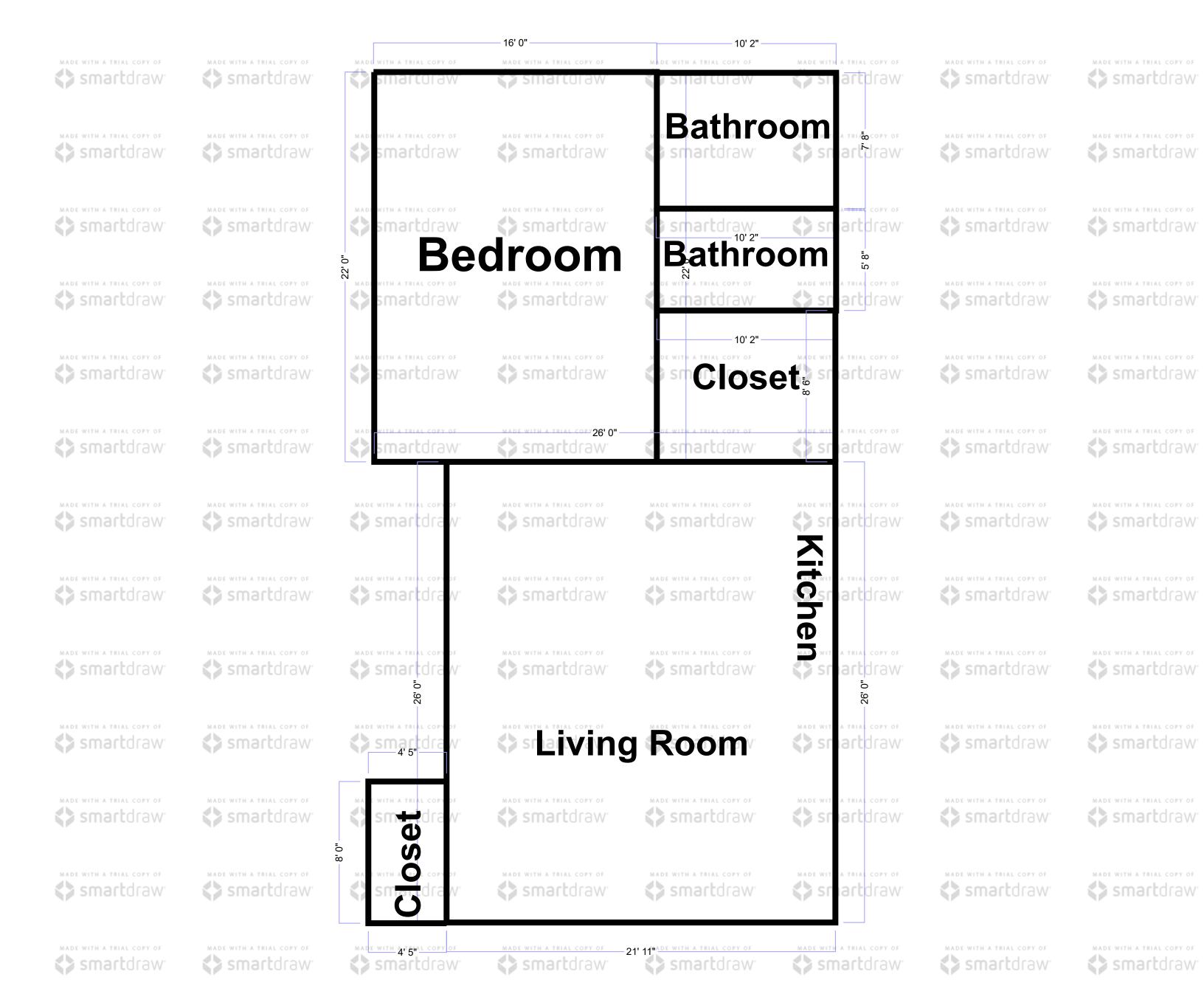


720-734-3663 Direct 303-548-5272 Cell 400 Inverness Pkwy Suite 425 Englewood CO 80112

kljeng.com

*CO, ND, SD, MN, MT, WY, AZ, KS, TX, WA





ARTICLE III. - MOBILE VENDORS

Sec. 16-42. - Permit required.

It shall be unlawful to sell or offer any goods, services, or things for sale within the town from any "motor vehicle," "trailer," "utility trailer," or "trailer coach," as such terms are defined by state law, without a permit issued by the board of trustees.

(Ord. No. 2014-5, § 1(9.2-1), 9-3-2014)

Sec. 16-43. - Permitted event exception.

No permit shall be required of persons who are registered as vendors for events permitted pursuant to <u>chapter 17</u>, article IV.

(Ord. No. 2014-5, § 1(9.2-2), 9-3-2014)

Sec. 21-22. - Conditions of and application for connection.

- (a) Applications for connection to the town water or sewer system shall be made upon forms provided by the town, which forms shall require information as may be necessary for the proper management and operation of the systems. The application shall be accompanied by the plant investment fees and other fees imposed by this article, a plan of the property to be served, and evidence of title to, and legal description of, the property to be served.
- (b) If the property to be served is outside of the town limits, the application shall also be accompanied by:
 - (1) A title memorandum furnished by a reputable title company, a copy of the applicant's deed or a copy of a title insurance policy showing the title status of the property, the owner of record, and the legal description of the property to be served; and
 - (2) An agreement executed by the applicant and the owner on town forms that contains the following conditions and other conditions consistent with this article:
 - a. All service lines between the town lines or mains and the building served shall be constructed and maintained in compliance with the town codes, standards and specifications.
 - b. The owner and applicant agree to annex, to execute a petition for annexation of the property served, and to vote for the annexation election to the town, upon the town's request, at any time that such property is eligible for annexation. They will pay the town's cost and expenses for such annexation proceedings on a pro rata basis with other property being annexed and shall irrevocably appoint the town clerk as their attorney-in-fact with respect to annexation elections and proceedings. This agreement shall be binding upon and shall run with the land for which service is provided. The town may require immediate annexation at the applicant's expense.
 - c. The owner and applicant agree to comply with all provisions of this article, as amended from time to time.
- (c) Service will not be extended to property located outside the boundaries of the town, unless inclusion, extension and service agreements are executed acceptable to the town. Unless otherwise agreed, the applicant shall bear all costs of inclusion, extension of service, and provision of adequate water rights, or payment in lieu thereof. An initial application fee of an amount adequate as determined by the town to cover the town's estimated costs in negotiating and developing extension agreements shall be required.
- (d) Whenever a town sewer main is installed within 400 feet of the premises served by town water, the occupant or owner will, upon request of the town, connect to such sewer line and pay all plant investment fees and other fees therefor, in accordance with town ordinances and regulations, as they may be amended from time to time. All buildings requiring sewage disposal shall connect to the town sewer system, unless the town determines it to be technically unfeasible. In such event, an individual sewage disposal system may be approved only if it complies with applicable state, county or town regulations.
- (e) Applications for connection to the town water or sewer system shall be accompanied by properly executed documents granting the town all easements reasonably necessary for water or sewer lines and facilities.
- (f) Applications for all connections must be reviewed and approved by the town. If any town main or line extension is required, the connection shall not be approved unless the terms of the extension have been approved by the board of trustees. The application shall be denied if capacity is not available to serve the proposed use or if service is otherwise unfeasible for utility-related reasons.
- (g) The board of trustees may declare a moratorium on new connections or service or expanded service at any time

due to limitations on system capacity or other circumstances that require such action.

- (h) Separate buildings shall require a separate tap to a town water main and a town sewer main, and separate plant investment fees and other fees customarily due for installation of water and sewer taps shall be due for each tap, regardless of building ownership, except under the following circumstances:
 - (1) An outbuilding, such as a garage, utility shed or workshop, the purpose of which is to contain vehicles, tools and the like for use accessory only to an existing residence on the same property, may have plumbing and related fixtures served from the taps of the existing residence, as long as there is no intent by the owner to change the existing property use.
 - (2) Upon written application by a property owner and written approval by the town's building inspector or other town official, the trustees, in the exercise of their reasonable discretion, may allow new buildings placed on a particular parcel or group of adjoining town lots or parcels to be served by common water and sewer taps and, for that purpose, may grant a written deferral of the requirements for separate water and sewer taps and tap fees provided by this subsection (h) on such conditions as the trustees deem necessary. At a minimum, such conditions shall include the following:
 - a. The owner or applicant shall pay the town an administrative fee as set out in the town fee schedule, and such additional special costs as the trustees may assess.
 - b. With the application for deferral, the owner or applicant shall provide a schematic diagram of the subject properly showing the general location of each building to be served by any proposed common taps and the location of the water and sewer lines extending from the common taps to each building on the property. Any special hardships and other considerations supporting the application shall also be clearly stated.
 - c. If the application is given threshold approval by the trustees, the owner or applicant shall execute an appropriate instrument restricting certain future transactions regarding the subject property. Specifically, such instrument shall prohibit the subdivision or transfer of any part of the subject property that contains buildings that are then served by any common water or sewer taps or related service lines unless and until there is full compliance with the requirements for separate taps to each building, and payment of related fees, as set forth in this subsection (h). The instrument shall be prepared by the town attorney and recorded in the public records of the county.

All conditions required by the trustees for any deferral of obligations sought hereunder shall be fulfilled before formal written approval is granted by the town and before the final implementing building permit is issued. In the event of any substantial failure to comply with the provisions of this subsection (h), the town shall be entitled to invoke its service shut off and other enforcement rights under section 21-34 as to all parts of the subject property and all buildings thereon after the required notice to affected owners.

- (i) The use of any common water or sewer taps and service lines serving more than one building lawfully established prior to October 1, 1988, may be continued to be utilized, subject to the following limitations:
 - (1) If the use of any property or improvement served by such common tap is changed to increase the EQR, separate connections and service lines must be installed;
 - (2) Separate taps and service lines must be installed if replacement or substantial repairs of the common tap or service line is required;
 - (3) If a building is replaced or removed, separate connections and service lines shall be used thereafter for each building serviced.

- (j) No application for the connection of any private line, private water or sewer company, or feeder district shall be approved. Existing water or sewer companies or other private lines served by the town shall submit an application for connection for any additional customers, dwelling units, buildings, or taps to be serviced by such companies accompanied by fees as set out in section 21-23, on the same basis as if the connection was to be directly to a town main.
- (k) Taps may be used to serve only that property for which the tap was purchased and approved to serve.
- (l) Nothing in this section shall be construed to prevent the town's ability to permanently approve private connections for public water or sewer service through a single master water meter or a single sewer tap to any of the following properties or development units: a mobile home park, a travel home park, an apartment building, a condominium building; or a property containing multiple residential or commercial buildings (such as a former resort business) that is lawfully converted from consolidated ownership into separate condominium parcels, and that is already being served as a single, consolidated unit by common water and sewer facilities. Before approving such connections, however, the town may impose any special requirements that are deemed reasonably necessary to protect public interests.

(Ord. No. 2015-03, § 1(16.1-4), 2-4-2015)

Sec. 21-32. - Metered rates for water and sewer service.

(a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

All customers other than single-family residences means all other customers as classified in section 21-23(d)(1)b through m.

Single-family residence means only those customers classified in section 21-23(d)(1)a.

- (b) Water service rates for all metered customers, including single-family residences and all customers other than single-family residences, shall be \$80.00 every two months for the first 13,999 gallons of metered water use per bi-monthly period.
- (c) An additional fee for water service shall be charged to all metered customers, including both single-family residences and all customers other than single-family residences, at the following rates for use of water in excess of 13,999 gallons of metered water use per bi-monthly period:
 - (1) \$3.00 per 1,000 gallons of water used over 13,999 and up to 17,999 gallons.
 - (2) \$4.25 per 1,000 gallons of water used over 17,999 and up to 23,999 gallons.
 - (3) \$5.50 per 1,000 gallons of water used over 23,999 gallons.
- (d) Sewer service rates for all metered customers, including both single-family residences and all customers other than single-family residences, shall be \$80.00 every two months for the first 13,999

gallons of metered water use.

- (e) An additional fee for sewer service shall be charged to all metered customers other than single-family residences only at the rate of \$4.25 of water used over 13,999 gallons of metered water use per bi-monthly period.
- (f) The sewer service rates for properties outside the boundaries of the town shall be the same as those charged for properties within the town boundaries. Such charges may be paid annually by October 1 of each year. If not paid as an annual charge, such charge may be paid when billed at the periodic intervals established by the board of trustees pursuant to section 21-25(a).
- (g) The board of trustees shall review water and sewer revenue no less than bi-monthly.
- (h) The intent of all billings to water and sewer customers is to:
 - (1) Create an equitable financial impact on each;
 - (2) Support budgeted expenses of the entire system; and
 - (3) Charge fairly for actual use.
- (i) Customers who dispute the amount of the bill must file a written complaint with the clerk of the town by the due date of the disputed bill. Such complaint shall first be heard by the town manager and the public works director, who shall jointly render a decision considering all facts and subsection (h) of this section. If the town manager and public works director are unable to reach a joint decision, the complaint shall be resolved by the board of trustees.

Customers dissatisfied with the decision of the town manager and public works director shall have their complaint heard by the board of trustees.

(Ord. No. 2015-03, § 1(16.1-14), 2-4-2015)

Town of Lake City P.O. Box 544 Lake City, Colorado 81235

Re: Proposed Water and Sewer Variance

825 North Gunnison Avenue Lake City, Colorado 81235

Dear Town of Lake City:

In August of 2021, Pete's Lake Hospitality, LLC purchased the property located at 825 North Gunnison Avenue. At the time of sale, the property consisted of a residential home, with an unattached two-car garage containing a toilet and sink, both of which were built circa 1978.

The legal description of the property is Lots 3, 4, 5, and 6, Block 10, Town of Lake City, according to the recorded plat thereof. The property is zoned for Limited Multi-Family use. It is our understanding that the house sits on Lots 3 and 4, and the unattached garage sits on Lots 5 and 6. While the garage is free-standing and unattached to the house, the house and garage were constructed in 1978 such that they share common water and sewer systems/taps.

From the time of purchasing the property, it was our intention to remodel the two-car garage on the property, turning it into additional living space. Due to the change in use of the garage being potentially converted from a garage into living space, and the fact that the garage sits on two lots that are separate from the house, it is also our understanding that the Town of Lake City currently requires the installation of separate water and sewer service to the garage building should such a change of use occur.

We are writing to ask the Town of Lake City to consider a variance from this requirement, allowing us to remodel the garage into a living unit, without requiring the installation of new separate water and sewer services to the garage building, as it is already equipped with both water and sewer, and has been since its construction in 1978.

We understand that a concern of the Town of Lake City is that in the future, we might want to sell the garage (Lots 5 and 6) or the house (Lots 3 and 4) indivudually, and that would cause a problem because both the garage and the house are currently on the same water and sewer taps. We have no intention of dividing the property, and would be willing to implement a deed restriction for the property, prohibiting the sale of the house or garage individually without first installing separate water and sewer services. Further, we are willing to install a backflow preventor immediately upstream of the boiler in the house to prevent the possibility of unwanted backflow of fluids from the boiler system into the Town of Lake City potable water system now that the house is being utilized

more in line with its Limited Multi-Family zoning. We are also open to considering other ideas or solutions to address this issue.

Thank you in advance for your time and consideration. Should you have any questions or concerns, please do not hesitate to contact Patrick Kelley at 303-513-2096, or patrickbkelley@gmail.com. We look forward to working with the Town of Lake City in this matter.

Yours very truly,

Pete's Lake Hospitality, LLC

Parrick B. Kerrey

By: Patrick Kelley, Manager

569 Cicero Drive

Palisade, Colorado 81526 patrickbkelley@gmail.com



DEED RESTRICTION

The undersigned,	("Owner") is the owner
of the following described property: Lots 3, 4, 5, & 6, Block 10,	
Lake City, Hinsdale County, Colorado ("Property") more commonly ref	Perred to as:
825 Gunnison Avenue, Lake City, Colorado 81235	

The Owner does hereby restrict use of the Property with the following deed restrictions ("Restrictions"):

At no time may the Property, the Primary Dwelling Unit, or any Accessory Dwelling Unit on the Property be subdivided without first obtaining individual water and waste water taps pursuant to Chapter 21, Article II of the Lake City Municipal Code, as amended from time to time.

These restrictions shall continue in full force and effect from the date of execution of this Deed Restriction until amended or terminated in the manner specified in this document.

The Owner agrees that these restrictions inure to the benefit of the Town of Lake City ("Town"). The Owner hereby grants the Town the right to enforce these restrictions by any lawful means, including filing an action a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate these restrictions, either to prevent the violation or to require its correction. If the Town substantially prevails in a legal proceeding to enforce these restrictions, the Owner agrees that the Town shall be entitled to recover damages, reasonable attorney's fees, and court costs. For further remedy, the Owner agrees the Town may withhold any permits necessary for the lawful use of the Property until the restrictions are complied with. The right of the Town to enforce these restrictions shall not be waived, expressly or otherwise.

The Owner agrees to defend, indemnify, and hold harmless the Town from and against all claims or liabilities arising out of or in connection with the provisions of this Deed Restriction.

The provisions of this Deed Restriction are hereby declared covenants running with the land and are binding on all successors, heirs, and assigns of the Owner who acquires any right, title or interest in or to the Property, or any part thereof. Any person who acquires any right, title or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this Deed Restriction.

Notwithstanding any provision to the contrary, if the Town Municipal Code is amended to permit the Property, the Primary Dwelling Unit, or any Accessory Dwelling Unit on the Property to be subdivided without first obtaining individual water and waste water taps pursuant to Chapter 21, Article II of the Lake City Municipal Code, as amended from time to time, these restrictions shall be of no further force or effect and shall be released by the Town upon request of the Owner.

The Owner understands and agrees this Deed Restriction shall be governed by the laws of the State of Colorado.

The invalidation of any provision in this document by any court shall in no way affect any other provisions, which shall remain in full force and effect, and to this end, the provisions are declared to be severable.

EXECUTED this_	day of	, 2022.
OWNER:		
Printed Name		Printed Name
Signature		Signature
STATE OF)	
COUNTY OF) s:	s.
The foregoing instr	rument was acknowle	dged before me thisday of
	, 20	by
Wit	ness my official hand	and seal.
My	commission expires:	
(SEAL)		
		Notary Public

2022 RAM 2500 TRADESMAN® CREW CAB 4X4 8' BOX



NET PRICE

\$52,090 \$732

FINANCE ESTIMATE







EXTERIOR

Monotone Exterior Colors: Bright White Clear-Coat Exterior Paint \$0

Lighting: LED Bed Lighting \$165

Wheels: 17-Inch x 7.5-Inch Steel Styled Wheels \$0

Tires: LT245/70R17E BSW All-Season Tires \$0

Bedliners: Spray-In Bedliner by Mopar® \$600

Additional Exterior Features: Monotone Paint \$0



INTERIOR

Six-Passenger Seating: Cloth 40/20/40 Bench Seat \$0

Interior Colors: Black Interior Color \$0

Entertainment: Uconnect® 3 with 5-Inch Touch Screen Display \$0

Windows & Locks: Rear Window Defroster \$195

PACKAGES

Bed Utility Group \$845

Heavy-Duty Snow-Plow Prep Group \$245

Tradesman Level 2 Equipment Group \$1,590

POWERTRAIN

Engine: 6.4L V8 Heavy Duty HEMI® MDS Engine \$0

Transmissions: 8-Speed Automatic 8HP75-LCV Transmission \$0

GVWR Packages: GVW Rating - 10,000 Pounds \$0

Gear Ratios: 3.73 Axle Ratio \$0

Alternators: 220-Amp Alternator \$145

Pricing and offers may change at any time without notification. To get full pricing details, see your dealer.			

2022 SILVERADO 1500 LTD 4WD Double Cab, Standard Bed WT

\$42,470 Net Price \pm





VEHICLE DETAILS Standard Vehicle Price

\$37,600

Selected Colors

\$0

(GAZ) Summit White



(H2G) Jet Black, Vinyl seat trim



Selected Packages (5)

\$2,780

WORK TRUCK VALUE PACKAGE

\$1,515

Discounted Price: \$1,015

Highlights Include:

(AQQ) Remote Keyless Entry

(QT5) Tailgate with EZ Lift assist, power lock & release

(AKO) Deep-tinted glass

(C49) Rear window defogger

(K34) Cruise control

(DLF) Heated power outside mirrors

(CTT) Hitch Guidance

WORK TRUCK CONVENIENCE PACKAGE

(C49) Rear window defogger

\$0

High	lights	Include:
------	--------	----------

(AQQ) Remote Keyless Entry

(QT5) Tailgate with EZ Lift assist, power lock & release

(K34) Cruise control (DLF) Heated power outside mirrors

WORK TRUCK SAFETY PACKAGE

(AKO) Deep-tinted glass

\$1,090

Highlights Include:

(UKC) Lane Change Alert with Side Blind Zone Alert (UFG) Rear Cross Traffic Alert

(V46) Chrome front bumper (VJH) Chrome rear bumper

(DP6) Painted mirror caps

TRAILERING PACKAGE

\$0

Highlights Include:

(CTT) Hitch Guidance

WORK TRUCK PACKAGE

\$175

Highlights Include:

(NZZ) Skid plates (K47) Heavy-Duty Air Filter

Selec	ted Options (16)		\$1,895
(GU5)	3.23 rear axle ratio \$0	(KC4)	External engine oil cooler \$0
(KW7)	170-amp alternator \$0	(L84)	5.3L EcoTec3 V8 engine \$1,395
(MQE)	8-speed automatic transmission Standard	(QDV)	17" 265/70R17 all-terrain, blackwall tires \$200
(RD6)	17" Ultra Silver painted steel wheels Standard	(UF2)	Cargo bed LED lighting \$125
(VK3)	Front license plate bracket \$0	(XCQ)	17" 265/70R17SL all-season, blackwall spare tire \$0
(00Z)	Not Equipped with Front and Rear Park Assist (\$50)	(AE7)	40/20/40 split-bench front seat with covered armrest storage Standard
(IOR)	Chevrolet Infotainment 3 System with color touchscreen Standard	(KC9)	120-volt box-mounted power outlet \$0
(KI4)	120-volt power outlet \$225	(UD5)	Front and Rear Park Assist \$0
	Vehicle and Options ination Freight Charge		\$42,275 \$1,695
	Before Package Savings age Discount		\$43,970 -\$500
	Vehicle Price I Cash Allowance[s]		\$43,470 -\$1,000
Net P Tota	Price I Included Price Discounts and Cash Allowances:		\$42,470 [±] -\$1,500

Standard Features

Mechanical Interior Exterior Safety

Mechanical

- Durabed
 - Roll-formed high-strength steel
- 2.7L Turbo engine
 - 310 hp [231 kW] @ 5600 rpm
 - 348 lb-ft of torque [471 Nm] @ 1500 rpm
 - Paired with a 8-speed automatic transmission
- · 8-speed automatic transmission
 - Electronically controlled with overdrive
 - Tow/Haul mode
 - Raises transmission upshift points to provide more power to accelerate with a trailer or heavy load
 - Raises downshift points to use engine compression to help slow the truck instead of merely braking
 - Powertrain Grade Braking
 - Automatically uses the engine and transmission to slow the truck to maintain desired speeds when driving downhill
 - Reduces brake wear and increases vehicle control
 - Cruise Grade Braking
 - Downshifts automatically to slow the truck as it drives downhill if it exceeds the cruise set speed by a certain amount
 - May require additional optional equipment
- 7,000 lbs. GVWR
 - When properly equipped; includes weight of vehicle, passengers, cargo and equipment
 - May require additional optional equipment
- · 3.42 rear axle ratio
 - May require additional optional equipment
- Automatic Stop/Start
 - At complete stops, when drivers keep their foot on the brake pedal, and under certain conditions, the engine shuts off
 - When drivers remove their foot from the brake, the engine automatically restarts
 - Under certain circumstances, the engine will not shut off at a complete stop
- Single-speed Autotrac Transfer Case
 - 3 Transfer Case modes
 - 2WD HI mode
 - Vehicle operates in 2-wheel drive
 - In this mode the transfer case & front driveline hardware are disengaged to improve fuel economy
 - Suitable for routine driving on all road surfaces
 - 4WD Auto mode
 - 4WD Auto enables the transfer-case to provide the performance benefits of a full time active AWD system
 - The 4WD Auto controls automatically adjust torque in response to parameters such as driver inputs, wheel slip control, vehicle dynamic state (understeer/oversteer)
 - Ideal for wet or wintry conditions, but can be used on any road surface. Suitable for light off road usage
 - 4WD HI mode
 - Transfer case engages front driveline and power is transferred to both the front & rear axles
 - In 4WD HI the transfer case clutch maintains higher preemptive torque levels for increased traction vs 4WD Auto
 - Suitable for use on slippery road surfaces or off-road conditions such as deep sand, snow or rough terrain
 - Terrain mode
 - 4WD HI and provides improved low speed traction and vehicle control during off road driving
- · Four wheel drive
- · Heavy-duty 730 cold-cranking amps battery
 - 80 Amp-hr
 - Maintenance-free with rundown protection and retained accessory power
 - May require additional optional equipment
- Fully boxed frame
 - Hydroformed front section
 - High-strength steel
- Electric Power Steering
 - Increases or decreases the amount of assist depending on the steering wheel angle
 - Electric, rack-mounted with variable assist
 - The system delivers great on-center precision and confident performance at higher speeds
 - Steering assist is greater during low-speed maneuvers, such as parking

- 4-wheel antilock disc brakes
 - Help reduce wheel lockup and maintain steering control during hard braking on most slippery surfaces
 - Duralife brake rotors have better resistance to corrosion to increase rotor life, minimize brake pulsation, and improve aesthetic appearance
 - Brake system features a corrosion-fighting process called "Ferritic Nitro Carburizing" which can double rotor life expectancy and reduce or minimize rust
- · Brake pad wear indicator
- · Capless fuel fill
 - Prevents paint scratches that can result from a tethered fuel cap
 - Creates a tight seal around the fuel-pump nozzle when the nozzle is fully inserted
- Single-outlet exhaust
 - Aluminized stainless-steel muffler and tailpipe

Interior

- · Chevrolet Infotainment 3 System with color touchscreen
 - AM/FM stereo
 - 7" diagonal color touchscreen¹ on Work Truck, Custom and Custom Trail Boss
 - 8" diagonal color touchscreen1 on LT, RST and LT Trail Boss
 - Bluetooth^{®2} audio streaming for 2 active devices for compatible phones
 - Voice command pass-through to phone for compatible phones
 - Apple CarPlay capability for compatible phones³
 - Android Auto[™] capability for compatible phone⁴
 - ¹ Functionality varies by model. Full functionality requires compatible Bluetooth® and smartphone, and USB connectivity for some devices.
 - ² Go to <u>chevrolet.com/device-compatibility (https://www.chevrolet.com/support/vehicle/smartphone-connections/bluetooth-wifi/device-compatibility)</u> to find out which phones are compatible with the vehicle.
 - ³ Vehicle user interface is a product of Apple and its terms and privacy statements apply. Requires compatible iPhone and data plan rates apply. Apple CarPlay is a trademark of Apple Inc. Siri, iPhone and Apple Music are trademarks for Apple Inc, registered in the U.S. and other countries.
 - ⁴ Android Auto vehicle user interface is a product of Google and its terms and privacy statements apply. Requires the Android Auto app on Google Play and a compatible Android smartphone. Data plan rates apply. You can check which smartphones are compatible at g.co/androidauto/requirements (hl=en&ref_topic=6106969). Android, Google Play and Android Auto are trademarks of Google LLC.
- · 6-speaker audio system
 - Speakers are positioned throughout the cabin for outstanding sound quality and an enjoyable listening experience
- Bluetooth[®]
 - Pair your compatible mobile phone to your vehicle's infotainment system¹
 - Place and receive hands-free phone calls
 - Store your phone's contact list in the system to place an outgoing call quickly using the touch-screen display or voice command system
 - With streaming audio capability, you can listen to files stored on your phone or Bluetooth digital media device
 - ¹ Go to <u>chevrolet.com/device-compatibility</u> (https://www.chevrolet.com/support/vehicle/smartphone-connections/bluetooth-wifi/device-compatibility) to find out which phones are compatible with the vehicle. Full Bluetooth feature functionality varies by device, model, and software version.
- 40/20/40 split-bench front seat with covered armrest storage
 - Seating for up to 3
 - Center fold-down armrest with storage
- · Seat trim, Vinyl
- · 4-way manual driver seat
- 4-way manual front passenger seat
- 60/40 split-folding rear bench seat
 - Includes child seat top tether anchor
 - Can fold one or both sides up
- Rubberized vinyl floor covering
 - Provides good traction and convenient cleanup
- · Steering wheel
- · Manual tilt steering column
 - Allows the steering wheel to be manually adjusted up or down
 - Provides extra comfort when entering or exiting the vehicle
 - Locking security feature

- Instrumentation
 - 6-gauge cluster
 - Speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
- 3.5" diagonal monochromatic Driver Information Center
- Outside temperature display
 - Located in infotainment display
- · Rear Seat Reminder
 - Helps to remind the driver to check the back seat(s) before leaving the vehicle¹
 - Activates when rear doors are opened and closed up to 10 minutes before or anytime while your vehicle is on
 - Under certain conditions, once the vehicle is switched off, designed to sound 5 audible chimes and display a visual message within the Driver Information Center
 - Activates only once each time the vehicle is turned on and off, and would require re-activation on a second trip
 Does not detect people or items. Always check rear seat before exiting.
- Power windows
 - Driver with express-up/down
- Power windows
 - Front passenger with express down
 - May require additional optional equipment
- Power windows with rear express-down
- · Power door locks
 - Programmable
 - Allows you to lock and unlock doors easily whether it's from the driver or front passenger seat or from outside using the key fob
- 12-volt auxiliary front power outlet
- USB ports
 - 2 located on instrument panel¹
 - ¹ Not compatible with all devices.
- · Single-zone manual, semi-automatic climate control
- · Rear air vents
 - Provides cabin comfort for rear occupants
- Inside rearview manual day/night mirror
 - Adjust the tilt of the mirror to help reduce glare during nighttime driving
- Assist handles
 - Front A-pillar mounted for Driver and Passenger
 - Rear B-pillar mounted

Exterior

- 17" Ultra Silver painted steel wheels
- 17" 255/70R17 all-season, blackwall tires
- 17" 255/70R17 all-season, blackwall spare tire
- 17" full-size spare steel wheel with Black finish
- Spare tire carrier lock
 - Helps keep spare tire secure
 - Utilizes the same key as the door and ignition
- · Black front bumper
 - Semi-gloss
- Black rear bumper
 - With integrated CornerSteps
 - Semi-gloss
- CornerStep rear bumper
 - Helps make it easier to get into and out of the pickup bed
 - Located at each end of the rear bumper
 - Textured step pads to help provide secure footing
- Black recovery hooks
 - Two front frame-mounted¹
 - May require additional optional equipment
 - ¹ To avoid the risk of injury, never use recovery hooks to tow a vehicle.
- Cargo tie-downs
 - 12-fixed rated at 500 lbs. per corner

- · Grille (Black bars and mesh inserts.)
- · Halogen reflector headlamps
 - Includes automatic exterior lamp control
- Cab-mounted cargo area lamps
 - With switch in switch bank left of the steering wheel
 - Illuminates the cargo bed area
- Taillamps
 - Incandescent tail, stop and turn signal lights
- · Black manual outside mirrors
 - Manual folding
- Solar-absorbing glass
 - Helps minimize the effects of solar rays entering the cabin
 - Assists in maintaining a more comfortable interior temperature
- Black door handles
- Tailgate and bed rail protection caps
- · Standard tailgate
- · Locking tailgate
 - Tailgate locks and unlocks with the same key as the ignition and door
- · Standard tailgate

Safety

- StabiliTrak, electronic stability control system with traction control
 - Automatically helps enhance control, particularly during emergency maneuvers, by adjusting the brakes and engine torque to help you stay on your intended path
 - Activates when vehicle sensors detect a difference between the driver's intended path and the direction the vehicle is actually travelling
 - Includes Traction Control that detects wheel slippage and applies brake pressure and/or reduces engine power to help the driver maintain control when accelerating on wet or snow-covered roads
 - Includes Brake Assist that senses how hard and fast a driver hits the brake pedal and gives extra braking assistance,
 if required
 - Includes Trailer Sway Control
 - Hill Start Assist
- Daytime Running Lamps
 - Includes automatic exterior lamp control
- 6 airbags
 - Dual-stage frontal airbags for driver and front outboard passenger¹
 - Seat-mounted side-impact airbags for driver and front outboard passenger¹
 - Head-curtain airbags for outboard seating positions¹
 - Includes front outboard Passenger Sensing System for frontal outboard passenger airbag and illuminates a status light that indicates whether the airbag is on or off¹
 - ¹ Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.
- Rear Vision Camera
 - Shows you an image of the area directly behind your vehicle when you're in Reverse at low speeds¹
 - Selectable dynamic guidelines laid over the display image assist in parking maneuvers by showing the vehicle's path
 - This may help you park and avoid nearby objects
 - Tailgate must be in the raised position for the Rear Vision Camera to operate properly
 - ¹ Safety or driver assistance features are no substitute for the driver's responsibility to operate the vehicle in a safe manner. The driver should remain attentive to traffic, surroundings and road conditions at all times. Visibility, weather, and road conditions may affect feature performance. Read the vehicle's owner's manual for more important feature limitations and information.
- · Teen Driver
 - This configurable feature lets you activate customizable vehicle settings associated with a key fob to help encourage better driving behavior
 - It can limit certain vehicle features, and automatically turns on certain safety systems if vehicle is equipped
 - An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
- Tire Pressure Monitoring System
 - Monitors the pressure in each tire and alerts you if there is a low-pressure condition in one or more of the tires¹
 - Properly inflate tires to help optimize your vehicle's ride, handling and efficiency
 - Includes Tire Fill Alert¹

- ¹ Does not monitor spare tire.
- MSRP less incentives. Tax, title, license and dealer fees extra. Residency restrictions apply. Not available with some other offers. Must take new retail delivery by 05/02/2022. See dealer for details.
- MSRP excluding installation, taxes and wheel components (if applicable). Dealer prices may vary.
 Some accessories may require purchase of additional equipment and/or services. See dealer for details.
- MSRP excludes tax, title, license, dealer fees and optional equipment. See dealer for details.

HOR: ENDEON / VERY DARK SPHERE	TRAIL SIMISSION			
Visit us	at www.chevy.com	CONVENIENCE PACKAGE	A PAGE BUCK TO	
	IDING POWER WINDOW STRUMENT PANEL 8	ALL STAR EDITION	INC.	
CARGO E • CHEVRO	LET INFOTAINMENT 3 PLUS HD COLOR TOUCHSCREEN	TOTAL OPTIONS TOTAL VEHICLE & OPTIONS DESTINATION CHARGE	\$4,460.00 \$51,460.00 1,695.00	
1,395.00 BLUETOU WIRELESS WIRELESS WARELESS CAPABLE PERSONA 2 USB PO HD REAR REAR SE PACKASE BED PROTE CHEVYTE REAR WH TRAILER BE CREDET-NO CLUMATE TE	COGNITION TH AUDIO STREAMING S APPLE CARPLAY & S ANDRUID AUTO IN-VEHICLE APPS AND LIZATION CAPABLE PITS, I SD CARD READER VISION-CAMERA IN WITH STORAGE CTION PACKAGE CEHOUSE LINERS AKE CONTROLLER SECUIPPED W/ DIGITAL MP. DISPLAY FARMA OLDS: (3.27 FG) UNION CAPABLE ANDRUID AUTO INC. INC. INC.	TOTAL VEHICLE PRICE*	\$53,155.00	
REAR AXLE	3.23 HATIO INC.			
ETY RATINGS	PARTS CONTENT II		laitel fivs been applied a uant to Federal law - Do not if we prior to delivery to the	
nd weight	FOR VEHICLES IN THIS CAL U.S./CANADIAN PARTS C MAJOR SOURCES OF FOI CONTENT: MEXICO 44% NOTE: PARTS CONTENT DOES NO	REIGN PARTS	uan to Federal law Political laws provided advantages the laborates of the less burcheses. Included this the last time is Recompleted to Delivery Service. Hors and ladded advantage dealer installed options appreciately installed above, all taxes or license less.	





2022 Super Duty

F-250 XL



Representative exterior image shown. Actual exterior may vary. See your dealer for details.

Payment

- Base MSRP^{S1} \$44,495
- Total of Options^{S4} \$3,645
- Destination Charges \$1,795
- Total MSRP^{S16} \$49,935
- Available Incentives S3 \$0

Estimated Net Price^{S5}

\$49,935

\$849 Monthly Payment S6 Purchase based on \$4,994 down payment, 60 month term and 5% APR, \$0 trade-in-value

Dealer Information

Montrose Ford, Inc. 100 Merchant Drive Montrose, CO 81401



Showing the nearest Authorized Dealer for the entered zip code

Model

 2022 Ford Super Duty F-250 XL Crew Cab, 8' Box, 7.3L 2-Valve V8 Gas Engine, TorgShift® 10-speed Automatic Transmission, 3.55 Non-Limited Slip Axle Ratio, 4X4, SRW \$44,495

Paint^{S4}

- Oxford White \$0
- No Secondary Color \$0

Powertrain^{S4}

- 7.3L 2-Valve V8 Gas Engine
- 4X4
- TorgShift® 10-speed Automatic Transmission
- 3.55 Non-Limited Slip Axle Ratio

Packages^{S4}

- Power Equipment Group \$1,350
- Snow Plow Prep Package \$250

Exterior^{S4}

- 17" Argent-Painted Steel Wheels with Painted Hub Cover and Center Ornament (SRW) \$0
- LT245/75Rx17E BSW A/S Tires \$0
- Manual Telescoping Trailer Tow Mirrors with Power Heated Glass and Integrated Clearance Lamps and Turn Signals \$0

Interior^{S4}

- Medium Earth Gray \$0
- HD Vinyl Split Bench 40/20/40 Front Seats \$0
- AM/FM Stereo with MP3 Player \$0
- SYNC® \$0

Standard Features

Exterior Features

- Bumpers, front and rear black painted steel with front grained molded-in-color top cover and black lower air dam
- Door Handles black
- Grille Black bar-style
- Headlamps Quad Dual-Beam Halogen
- Mirrors Manual Telescoping/Folding Trailer Tow with Manual Glass
- Tailgate Removable w/key lock
- Tie-down hooks pickup box
- Tow hooks (2) front, black
- Glass rear, solar tinted
- Window Rear, Fixed

Packages

Interior Features

- Air Conditioning Manual Temperature Control
- Dash-top tray
- Floor Covering black vinyl
- Carpet Delete
- Grab handles driver and front passenger and roof ride handles; front passenger (also over rear doors with Crew Cab)
- Headliner color coordinated cloth
- Instrument Cluster 2.3" Productivity Screen
- Two (2) Powerpoint in instrument panel
- 1 USB Port in Lower Center Console
- Rear View Camera—Tailgate Mounted
- Steering Wheel Audio Controls
- Steering Wheel Black Molded Polyurethane
- Storage Front Arm Rest Storage (40/20/40 Seating)
- Visors with passenger-side uncovered mirror
- Tilt/telescoping steering wheel
- Windshield wipers intermittent
- Upfitter Interface Module (fleet only)
- FordPass[™] Connect with 4G LTE Wi-Fi Hotspot
- Ford Telematics[™] (fleet only)
- Ford Data Services[™] (fleet only)
- Operator-Commanded Regeneration with Active Inhibit (diesel engine only)
- Audio AM/FM Stereo, (4 Speakers regular cab, 6 speakers Super Cab and Crew Cab)
- SYNC[®]
- Seats Front, HD Vinyl 40/20/40 Split Bench
- Seats Medium Earth Gray Vinyl
- Seats Front, Manual Lumbar Support, **Driver Side**
- Seats Rear, Vinyl 60/40 Fold-Up Bench Seat (SuperCab)
- Seats Rear, 60/40 Flip-Up/Fold-Down Bench Seat (Crew Cab)

Power and Handling

- Tire Pressure Monitoring System (TPMS) -SRW/F-350 DRW Only
- Alternator 157-amp 6.2L
- Alternator 240-amp 7.3L
- Alternator 175-amp 6.7L
- Axle Twin I-beam front axle with coil spring suspension -4x2 (F-250, F-350)
- Axle Mono-beam front axle with coil spring suspension – 4x4 (F-250, F-350)

- Brakes Four-wheel disc Anti-lock Brake System (ABS)
- AdvanceTrac[™] with RSC[®] (Roll Stability Control[™]) and Trailer Sway Control
- Trailer Sway Control
- 29 Gallon Fuel Tank (Diesel Engine) 142" (Regular Cab) & 148" (SuperCab 6.75ft box) Wheelbase
- 34 Gallon Fuel Tank (Diesel Engine) 160" (SuperCab 8ft box) & 164" (Crew Cab 6.75ft box) Wheelbase
- 34 Gallon Fuel Tank (Gas Engine) NA 176" (Crew Cab 8ft box) Wheelbase
- 48 Gallon Fuel Tank (Gas Engine) 176" (Crew Cab 8ft box) Wheelbase
- 48 Gallon Fuel Tank (Diesel Engine) 176" (Crew Cab 8ft box) Wheelbase
- Shock absorbers heavy-duty gas
- Stabilizer bar front
- Stationary Elevated Idle Control (SEIC)
- Steering damper
- Trailer Hitch Receiver 2.5" Built Ford Tough® Trailer Hitch Receiver
- Trailer Hitch Receiver 3" Built Ford Tough® Trailer Hitch Receiver
- Transfer Case Electronic Shift-On-the-Fly (ESOF) 4-Wheel-Drive System (4x4 models only)
- Engine 6.2L SOHC 2-valve Flex Fuel V8 (F-250/350)
- Transmission TorqShift®-G Six-Speed Automatic w/SelectShift® Automatic
- Diesel Engine-Exhaust Brake (diesel engine
- Wheels 17-inch Argent-Painted Steel (SRW)
- LT245/75Rx17E BSW A/S
- Tire Spare, wheel, lock and framemounted carrier
- Jack 2-ton, mechanical (SRW)

Safety

- · Airbags Front Seat Front with Passenger-Side Deactivation Switch (Regular Cab and Supercab Only)
- Airbags Front Seat Side
- Safety Canopy[®] System with side-curtain
- Belt-Minder®, chime and flashing warning light on instrument cluster if belts not buckled
- Child tethers (Regular Cab, front passenger) and all rear seating positions)
- Seat Belts color coordinated with height adjustment (front outboard seating

positions only)

- SOS Post Crash Alert System
- SecuriLock® Passive Anti-Theft System

Your Configuration: 2022 Ford Super Duty F-250 XL Crew Cab, 8' Box, 7.3L 2-Valve V8 Gas Engine, TorqShift® 10-speed Automatic Transmission, 3.55 Non-Limited Slip Axle Ratio, 4X4, SRW

Pricing shown for Zip code 81235 as of April 27, 2022 S2

Note. Information is provided on an "as is" basis and could include technical, typographical or other errors. Ford makes no warranties, representations, or guarantees of any kind, express or implied, including but not limited to, accuracy, currency, or completeness, the operation of the Site, the information, materials, content, availability, and products. Ford reserves the right to change product specifications, pricing and equipment at any time without incurring obligations. Your Ford dealer is the best source of the most up-to-date information on Ford vehicles.

Disclosures through S18 apply to Search Dealer Inventory, Request A Quote, Get An Internet Price, Get A Quote, Let Us Find It For You, Build & Price and Incentives & Offers.

Manufacturer's Suggested Retail Price (also referred to as "MSRP", "Base MSRP", "Base Price" or the "Starting At" price), excludes destination/delivery charge, taxes, title, license, and registration and/or electronic filing fees, dealer fees, and total of

For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

Images shown are for information purposes only, and may not necessarily represent the configurable options selected or available on the vehicle. We cannot be responsible for typographical or other errors, including data transmission, display, or software errors, that may appear on the site.

S3.

Offers shown may not be available to all customers. Incentives lists are examples of offers available at the time of posting and are subject to change and expiration. Not all incentives can be redeemed together. To take advantage of rebates, incentives and/or financing offers you must take new retail delivery from dealer stock by the expiration date noted. Not all buyers will qualify for Ford Credit financing or other offers. Restrictions apply. See your local dealer for complete details.

S4.

The Option Package price and monthly payment displayed is for illustration purposes, only. Prices and monthly payments may vary based on features included in package, financing terms and availability. Some Options are not available separately. Not all Options or Option Packages are available on all vehicles. See your local dealer for details.

S5. Estimated Net Price is the Total Manufacturer's Suggested Retail Price ("Total MSRP") minus any available offers and/or incentives. Incentives may vary. Excludes taxes, title, and registration fees. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown and not all offers or incentives are available to AXZ Plan customers.

S6.

The payment estimator will calculate a monthly payment based on the MSRP of the vehicle you have configured, including the dealer-installed accessories. For authenticated AXZ Plan customers, the price displayed may represent Plan pricing. Not all AXZ Plan customers will qualify for the Plan pricing shown. Actual monthly payment is based on a variety of factors, including differing financing or leasing terms, accessory prices and installation costs. Financing payment calculations are estimates only, and are based on amount of down payment, APR and term. Lease payment calculations are estimates only, and are based on an annual mileage calculation determined by your dealer. A charge is assessed for any mileage driven that exceeds this limit. Lessee is responsible for \$395 lease Disposition Fee in select states. Not all buyers will qualify for financing or a lease. Contact your local Ford or Lincoln Dealer for details.

S7.

While dealer inventory is generally updated on a daily basis, there are no guarantees that the inventory shown will be available at the dealership. Mid-model-year manufacturing changes, as well as dealer-added accessories on the actual vehicle may differ from the options and features listed. Vehicles that are identified as 'Exact Matches' may have a different price or different features not represented on the site. We make every effort to provide you with the most accurate, up-to-date information, however, only your local Ford dealer can provide you with information regarding actual vehicle availability.

S8.

Dealer Accessories are defined as items that do not appear on the factory window sticker that are installed by a Ford or Lincoln Dealers. Actual Prices for all accessories may vary and depend upon your dealer. Prices DO NOT include installation or painting, which may be required for particular items. Please check with your authorized dealer for complete pricing accuracy for all accessories and parts.

Genuine Ford Accessories will be warranted for whichever provides you the greatest benefit: 12 months or 12,000 miles (whichever occurs first) or the remainder of your Bumper-to-Bumper 3-year/36,000-mile New Vehicles Warranty. Contact your local Ford, Lincoln or Mercury dealer for details and a copy of the limited warranty.

Ford Licensed Accessories (FLA) are warranted by the accessories manufacturer's warranty. Contact your Ford, Lincoln or Mercury Dealer for details regarding the manufacturer's limited warranty and/or a copy of the FLA product limited warranty offered by the accessory manufacturer.

Most Ford Racing Performance Parts are sold with no warranty. Ford Racing Performance Parts are sold "As Is", "With All Faults", "As They Stand" and without any express warranty whatsoever, unless otherwise expressly designated herein. To determine which parts come with a warranty from the original manufacturer, or from Ford Racing, please contact the Ford Racing Techline at (800) FORD788.

The "Trade-In Value" of your vehicle is an estimate, only, and many factors that cannot be assessed without a physical inspection of the vehicle may affect actual value. For purposes of this website, we use the services of a third-party vendor to provide Trade-In Value calculations. While we believe this information is reliable, we are not responsible for and do not guarantee the accuracy or reliability of the information. Please see your local Ford dealer for information regarding actual trade-in availability and value.

S10.

AXZ Plan pricing, including AXZ Plan option pricing, is exclusively for eligible Ford Motor Company employees, friends and family-members of eligible employees, and Ford Motor Company eligible partners. Restrictions apply. See your Ford or Lincoln dealer for complete details and qualifications. Ford Motor Company reserves the right to modify the terms of AXZ Plan pricing or availability at any time. Some dealers may also chose not to participate in plan pricing Contact your local dealer to determine final pricing.

S11.

EPA estimated city/highway mpg based on base engine/transmission configuration. Actual mileage will vary.

S12.

Towing - Properly equipped.

For Dealer Ordered vehicles, the vehicle has already been ordered by the dealer and is in the process of being manufactured by the factory. If you are interested in the vehicle marked "Dealer Ordered", contact the dealership for a delivery estimate.

S14. The "estimated selling price" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability and actual price. The Estimated Selling Price shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

The "estimated capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Capitalized Cost shown is the Base MSRP plus destination charges and total of options, but does not include service contracts, insurance or any outstanding prior credit balance. Does not include tax, title or registration fees. It also includes the acquisition fee. For Commercial Lease product, upfit amounts are included.

S15. The "amount financed" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Amount Financed is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Selling Price of the vehicle less Down Payment, Available Incentives and Net Trade-in Amount.

The "adjusted capitalized cost" is for estimation purposes only and the figures presented do not represent an offer that can be accepted by you. See your local dealer for vehicle availability, actual price, and financing options. Estimated Adjusted Capitalized Cost is the amount used to determine the Estimated Monthly Payment. It is equal to the Estimated Capitalized Cost less Down Payment, Available Incentives, and Net Trade-in Amount.

Total MSRP is Base MSRP plus options, destination and delivery charges. Excludes taxes, title, and registration fees.

S17.

Destination Charges are associated with getting the vehicle from the manufacturer to the dealership. Prices listed are MSRP and are based on information updated on this website from time to time.

S18. Acquisition Fee is a charge paid by the lessee to Ford Credit to help cover the cost of acquiring and servicing the account. Note2.

For Manufacturer Specific Disclosures See Below

a a! a! /a !!

Starting MSRP excludes destination/delivery charge, taxes, title and registration. Optional equipment not included. Starting A, Z and X Plan price is for qualified, eligible customers and excludes document fee, destination/delivery charge, taxes, title and registration. Not all vehicles qualify for A, Z or X Plan. All Mustang Shelby GT350 and Shelby GT350R prices exclude gas guzzler tax.

2.

EPA-estimated city/hwy mpg. See fueleconomy.gov for fuel economy of other engine/transmission combinations. Actual mileage will vary. MPGe is the EPA equivalent measure of gasoline fuel efficiency for electric mode operation.

DISCLOSURES ()

230 N. Bluff Street TOWN OF 970-944-2333 Www.townoflakecity.co LAKE CITY

New Liquor Application Checklist

Applicant Bushwhack Ventures UCPhone 970-944-2231
Dba Bushwock Lodge Contact George Roden busch
Type of License Tavern (city)
No Has applicant been denied a liquor license by the State based on character? (Can
apply if bad character was not established by Lake City or by State; bad character
determined by other cities is not relevant to us)
A(O) Does applicant hold any other lines I'm a (G)
No Does applicant hold any other liquor licenses? (See code for limitations)
Has this specific location, or location within 500 feet, been denied a license in the
last two years (liquor) or on year (3.2 beer)? State Form DR8404
S Town Application Fee (Non-Refundable) CK# 9000
- Town Diconserve CRV 700 1
- Town Manager Registration
\$ 1100 State Application Fee CK# 9002
\$ 500 State License Fee CK# 9003
\$_State Manager Registration
Individual History Record Form DR8404-1, Principal and Manager
CBI Report Received
4/26/22 Date application deemed complete and accepted by Town Clerk. Put
on next meeting agenda to set the public hearing.
Public Hearing Date
(No less than 30 days after application acceptance date.)
Date premises posted to notify the public of the hearing date
(At least 10 days prior to hearing.)
Date Public Hearing Notice is published in Silver World and posted in
designated area. (At least 10 days prior to hearing)
Notify applicant by certified mail of investigation regular at least 5.1
prior to hearing.
Decision of Liquor Licensing Authority
Approved
Denied
Date notified applicant by certified mail of LLA decision. (Within 30
ays after hearing.)
Date application and check mailed to the State.
Premises Inspections done (see attached Inspection Form.)
Date State and Local License delivered to applicant
The second secon

DR 8404 (12/29/21)

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: SBG.Colorado.gov/Liquor for more information

	More on halfford all and a single state of the
1.	Items submitted, please check all appropriate boxes completed or documents submitted Applicant information
"	MA. Applicant/Licensee identified
l	B. State sales tax license number listed or applied for at time of application
	C. License type or other transaction identified
	D. Return originals to local authority (additional items may be required by the local licensing authority)
	E. All sections of the application need to be completed
	F. Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Re
	tail License Application
11.	Djagram of the premises
	A. No larger than 8 1/2" X 11"
	B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences,
	/ wails, entry/exit points, etc.)
	C/Separate diagram for each floor (if multiple levels)
	E. Bold/Outlined Licensed Premises
HI.	Frabert become of the real receded.
	A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
	☑ D. Lease in the name of the applicant (or) (matching question #2)
	C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
	D. Other agreement if not deed or lease. (matching question #2)
iV.	
	A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors,
	/ partiels, filefilibers)
	B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor.
	Do not complete fingerprint cards prior to submitting your application. The Vendors are as follows:
	IdentoGO – https://uenroll.identogo.com/ Phone: 844-539-5539 (toll-free)
	Colorado Fingerprinting – http://www.coloradofingerprinting.com Appointment Scheduling Website: http://www.coloradofingerprinting.com/cabs/
	Phone: 720-292-2722 Toll Free: 833-224-2227
	Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:
	https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks
	U. Fulchase agreement, stock transfer agreement, and/or authorization to transfer license
	Dictist of all notes and loans (Copies to also be attached)
V.	Sole proprietor/husband and wife partnership (if applicable)
	LI A. Form DR 4679
	B. Copy of State issued Driver's License or Colorado Identification Card for each applicant
/I.	Corporate applicant information (if applicable)
	A. Certificate of Incorporation
	B. Certificate of Good Standing
	C. Certificate of Authorization if foreign corporation (out of state applicants only)
/II.	Partnership applicant information (if applicable)
	A. Partnership Agreement (general or limited).
	☐ B. Certificate of Good Standing
7111.	Limited Liability Company applicant information (if applicable)
	A. Copy of articles of organization
	S. Certificate of Good Standing .
	C.Copy of Operating Agreement (if applicable)
	D. Certificate of Authority if foreign LLC (out of state applicants only)
(.	Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor
	our plex meanses when included with this application
	☐ A.\$75.00 fee
	B. Individual History Record (DR 8404-I)
	C.If owner is managing, no fee required

DR 8404 (12/29/21) COLORADO DEPARTMENT OF REVENUE Liquor Enforcement Division (303) 205-2300

Colorado Liquor Retail License Application

					_		
New License	New-Concurrent	☐ Transfer	of Ownership	☐ State Property	Only	☐ Master file	
 All answers must be printed in black ink or typewritten Applicant must check the appropriate box(es) Applicant should obtain a copy of the Colorado Liquor and Beer Code: SBG.Colorado.gov/Liquor 							
Applicant is applying as alan			ility Company	Association or 0			
2 Applicant It as 110 as a second	Corporation	Partnership	(includes Limited	Liability and Husbar	nd and		
2. Applicant If an LLC, name of LL	C; if partnership, at leas	st 2 partner's na	mes; if corporation,	name of corporation		FEIN Number	
2a. Trade Name of Establishment (I	DUSTIWITAC	k Ventures I	LC	Inter-Caller Total			
	Bushwhack Lodge)		State Sales Tax Numi	7 0 0	Business Telephone	
3. Address of Premises (specify ex			unit numbers)	95163246		970-944-2231	
	•		Innison Ave				
City			County		State	ZIP Code	
	ke City			nsdale	CO	81235	
4. Mailing Address (Number and S	itreet)		City or Town		State	ZIP Code	
5. Email Address	<u></u>		4				
5. Eman Address		المعالمة الأما				* · · · · · · · · · · · · · · · ·	
6. If the premises currently has a li	guer or host licenses are	wii@bushwi	nacklodge.com				
If the premises currently has a lied Present Trade Name of Establishme	ant (DBA)	Present Stat	the following questi	ons Present Class of Licer			
Silver Spu			0793-0000	Liquor Store (c		Present Expiration Date	
Section A	Nonrefundable App		Section B (Cont.)	Liquoi Stole (C	ity)	12/10/2022	
Application Fee for New License				15		Liquor License Fees*	
☐ Application Fee for New License	w/Concurrent Review	\$1,100.00	Liquor-License	d Drugstore (County)	********	\$312.50	
☐ Application Fee for Transfer		\$1,100.00	Lodging & Ente	rtainment - L&E (City)	· · · · · · · · · · · · · · · · · · ·	\$500,00	
Section B		License Fees*	Manager Regist	reamment - L&E (County Iration - H & D)	\$500.00 \$75.00	
Add Optional Premises to H & R			Manager Regist	ration - Tavem		\$75.00 \$75.00	
			☐ Manager Regist	ration - Lodging & Enter	tainmer	nt\$75.00	
Add Related Facility to Resort Corr	ıplex\$75.00 X	Total	☐ Manager Regist	ration - Campus Liquor	Comple	×\$75.00	
Add Sidewalk Service Area	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$75.00	Optional Premis	es License (City)	•••••••	\$500.00	
Arts License (County)		\$308.75	Optional Premis	es License (County)	**********	\$500 no	
Beer and Wine License (City)	***************************************	01.00c¢	Racetrack Licen	se (City)	**********	\$500.00	
Beer and Wine License (County)		\$436.25	☐ Racetrack Licen	se (County)	***********	\$500.00	
Brew Pub License (City)	Hamalara 4444 baanaa 4444 baanaa 444		Resort Complex	License (City)		\$500.00	
LI Brew Pub License (County)	***************************************	\$750.00	☐ Related Facility	License (County)	**********	\$500.00	
Campus Liquor Complex (City)	*******************************	\$500.00	I tolotoo i comity	Campus Liquor Comple	x (City)	\$160.00	
Campus Liquor Complex (County)		\$500.00	Related Facility	Campus Liquor Comple	x (Cour	nty)\$160.00	
Campus Liquor Complex (State)		\$500,00	Retail Gaming Ta	vem License (City)	ix (SERE	\$30.00 \$160.00 \$160.00	
Club License (City)		\$308.75	Retail Gaming Ta	ivem License (County)	44	\$500.00	
Club License (County)	***************************************	\$308,75	Retail Liquor Sto	re LicenseAdditional (C	:itv)	\$227.50	
Distillery Pub License (City) Distillery Pub License (County)	******************************	0770	☐ Retail Liquor Stor	re LicenseAdditional (C	ounty)	\$312.50	
Hotel and Restaurant License (City)		0500.00	☐ Retail Liquor Stor	re (City)		\$227.50	
Hotel and Restaurant License (Coul	ntv)	9500.00	□ Retail Liquor Store	re (County)	***********	\$312.50	
Hotel and Restaurant License w/one	opt premises (City)	2000.00	XI Tavern License	(City)	*******	\$500.00	
Hotel and Restaurant License w/one	opt premises (County).	0000 00	LJ Tavem License	(County)	**********	\$500.00	
Liquor-Licensed Drugstore (City)			☐ Vintners Restaur	ant License (City)	**********	\$750.00	
			U Vinthers Restaura	ant License (County)	**********	\$750.00	
			will not accep				
	estions? Visit: SB						
Do r	not write in this s	pace - For D	epartment of R	evenue use only			
cense Account Number		Liability Inf	ormation				
	Liability Date	License Issued	Through (Expiration		otal		
				\$			

DR 8404 (1)	<i>2/29/21</i> 1
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N:	ame	LTD or C. C.C.						
	Bushwhack Ventures LLC	Type of L	_{icense} Favern Licer	ise	Account Numb	er		
7.	stockholders or directors if a corporation) or managers under the age of twenty-one years?						Yes	No.
8.	Has the applicant (including any of the partners if a partnership; r stockholders or directors if a corporation) or managers ever (in C	members or man	agers if a limite	ed liability con	npany; or office	rs,		_
	a. Been denied an alcohol beverage license?							
	b. Had an alcohol beverage license suspended or revoked?						H	
	c. Had interest in another entity that had an alcohol beverage lice	ense suspended	or revoked?				ŏ	X
	ou 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 loc preceding two years? If "yes", explain in detail.							X
10	 Are the premises to be licensed within 500 feet, of any public or p Colorado law, or the principal campus of any college, university o 	orivate school the or seminary?	at meets compl	ilsory educati	on requirement	s of		or 🗵
Waiver by local ordinance? 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 (>) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.								×
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 (<) 10,0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.								X
13	a. For additional Retail Liquor Store only. Was your Retail Liquor St	lore License issu	ed on or before	e January 1, 2	2016?			X
13								×
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 current financial interest in said business including any loans to or from a licensee.							×	
15.	Does the applicant, as listed on line 2 of this application, have legal arrangement?			y ownership,	lease or other			X
	□ Ownership ☑ Lease □ Other (Explain in Detail)	exactly as they	annear on the l	2222				
Lan	dlord		appear on the i	ease.		T		
	George and Cora Rodenbusch		whack Vent	uroe LLC		Expires		
	b. Is a percentage of alcohol sales included as compensation to the	e landlord? If ve	s complete au	estion 16		nev	-	
	 Attach a diagram that designates the area to be licensed in black partitions, entrances, exits and what each room shall be utilized 	k hold outline (in	-level!		hows the bars,	brewery, w	LJ alls,	
16.	Who, besides the owners listed in this application (including persons, Inventory, furniture or equipment to or for use in this business; or what the control of the control	firms postsombly		88 84 844 1 1				пеу,
Last	Name First Name			FEIN or SSN				
	Rodenbusch Geo	гое		1 244 01 001		Interest/Pe		aãe
.ast	Name First Name	<u> </u>	Date of Birth	FEIN or SSN		100 Interest/Pe		age
olati	ch copies of all notes and security instruments and any written a nerships, corporations, limited liability companies, etc.) will sharing to the business which is contingent or conditional in any way	y by volume, pr	talls of any ora gross procee ofit, sales, givi	al agreement ds of this es ng of advice	, by which any lablishment, ar or consultation	person (in nd any agn n,	cludi	ng nt
	Optional Premises or Hotel and Restaurant Licenses with Optional I Has a local ordinance or resolution authorizing optional premises be	Premises: een adopted?] [3
	Number of a	additional Option	al Premise are	as requested.	. (See license fo	ee chad)		-1
(ror the addition of a Sidewalk Service Area per Regulation 47-302(the local governing body authorizing use of the sidewalk. Document other legal permissions.	(A)(4), include a tation may includ	11				red from	or no
9.	Liquor Licensed Drugstore (LLDS) applicants, answer the following: a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy If "yes" a copy of license must be attached.	y, located within	the applicant's	LLDS premise	9?			
								1

DR 8404 (12/29/21)

Name						
		Type of License		Account Number		
Bushwhack Ven 20. Club Liquor License applicants answ	tures LLC er the following: Attach a copy	Tavern Li	cense			
a. Is the applicant organization operate					Yes	s N
b. Is the applicant organization a reg object of a patriotic or fraternal org	ularly chartered branch, lodge or	chapter of a national of	r ametic purpose rganization whicl	and not for pecuniary gain' is operated solely for the	? [] !	
c. How long has the club been incorp		ecomary gamer				_
d. Has applicant occupied an establish		required) that was one	rated solely for the	2 reacons stated should		,
Brew-Pub, Distillery Pub or Vintner's	Restaurant applicants answer the	e following:				
 a. Has the applicant received or appl 	ed for a Federal Permit? (Copy of	of permit or application	must be attached	1)		
22. Campus Liquor Complex applicants	answer the following:					
a. Is the applicant an institution of hig	her education?					
b. Is the applicant a person who cont	racts with the institution of higher	education to provide f	ood services?			٢
If "yes" please provide a copy o 23. For all on-premises applicants.						
A. Hotel and Restaurant, Lodging and Individual History Record						
- DR 8404-I and fingerprint submitt	ed to approved State Vendor thro	ough the Vendor's web	site. See applicat	ion checklist, Section IV, f	or det	alls.
 b. For all Liquor Licensed Drugstores (DR 8000 and fingerprints. 	LLDS) the Permitted Manager mus	st also submit an Mana	ger Permit Applica	ation		
Last Name of Manager		First Name of Manage				
Rodenbusch				'ne		
24. Does this manager act as the manage Colorado? If yes, provide name, type	or incerese and account himber	27.6	nsed establishme	ent in the State of	Yes	No
25. Related Facility - Campus Liquor Com	plex applicants answer the follow	ving:			무	Ä
 a. Is the related facility located within t 	the boundaries of the Campus Lic	uor Complex?			Ш	
If yes, please provide a man of the	recorrephical location within the C		ex.			
If no, this license type is not availab	le for issues outside the geograp	hical location of the Ca	ımpus Liquor Cor	mplex.		
b. Designated Manager for Related Fa Last Name of Manager		Cient Name - 5 8 5				
~		First Name of Manage	F			
26. Tax Information.						
 a. Has the applicant, including its many other person with a 10% or greater to payment of any state or local taxes, 	ager, partners, officer, directors, s inancial interest in the applicant, penalties, or interest related to a	stockholders, members been found in final ord business?	(LLC), managing er of a tax agenc	g members (LLC), or any y to be delinquent in the	Yes	No X
b. Has the applicant, including its mana other person with a 10% or greater f 44-3-503, C.R.S.?	and a minimum and applicable in	alled to pay any fees o	r surcharges imp	osed pursuant to section		×
 If applicant is a corporation, partnersh and Managing Members. In addition, applicant. All persons listed below a State Vendor through their website. Selame 	must also attach form DR 8404-I e application checklist, Section I	and, beinger, or men	ust list all Officer bers with owner cord), and make	rs, Directors, General P ship of 10% or more in an appointment with an a	artne the approv	rs, ved
	Home Address, City & State		DOB Po	osition	%Owr	ned
George Rodenbusch				President	100	
	Home Address, City & State		DOB Po		%Own	- 1
ame	Home Address, City & State		DOB Po	esition	60wn	ed
ame	Home Address, City & State	4	DOB Po	sition	6Own	ed
ame	Home Address, City & State		DOB Po	sition %	6Own	ed
If applicant is owned 100% by a parent con Corporations - the President, Vice-Presiden If total ownership percentage disclosed her Applicant affirms that no individual othe prohibited liquor license pursuant to Arti	e does not total 100%, applicant i	e accounted for above	(Include ownersh	ip percentage if applicable)		-

DR 8404 (12/29	1/2	21
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Name		Type of License		Account Number		
Bushwhack Ventures L		Tavem Lic	ense			
I destant and the second of th		Applicant				
I declare under penalty of perjury in the second de- knowledge. I also acknowledge that it is my respo Colorado Liquor or Beer Code which affect my lice	nsibility and the responsib	nd all attachments are t ility of my agents and i	rue, correct, and employees to co	d complete to the best empty with the provision	of my ons of the	
Authorized Signature	Printed Name and	Title			Date	
In WAFE		George Rodenbu	sch, Preside	nt	3-25-	2022
Report and A	Approval of Local Li	censing Authorit	y (City/Cou	ntv)		
Date application filed with local authority Date	ate of local authority hearing	(for new license applicar	its; cannot be les	s than 30 days from dat	e of applic	ation)
The Local Licensing Authority Hereby Affirms that eabeen:	ach person required to file D	R 8404-I (Individual His	story Record) or	a DR 8000 (Manager	Permit) ha	S
☑, Fingerprinted						
Subject to background investigation, inclu	iding NCIC/CCIC check fo	r outstanding warrants	,			
That the local authority has conducted, or intends	to conduct, an inspection of	of the proposed premis	ses to ensure th	at the applicant is in o	complianc	e with
and aware or induor code broxisious suecting tuell	r class of license			, ,		
(Check One)						
Date of Inspection or anticipated date		6				
Will conduct inspection upon approval of	state licensing authority	10				
Is the Liquor Licensed Drugstore (LLDS) premises sales in a jurisdiction with a pop	or Retail Liquor Store (RL sulation of > 10,0000?	S) within 1,500 feet of	another retail lid	quor license for off-	Ye	s No
☐ is the Liquor Licensed Drugstore(LLDS) of premises sales in a jurisdiction with a pop	or Retail Liquor Store (RLS	6) within 3,000 feet of a	another retail liq	uor license for off-		
NOTE: The distance shall be determined for which the application is being made as	by a radius measurement	that begins at the prin	cipal doorway o	f the LLDS/RLS prem	ises	
Does the Liquor-Licensed Drugstore (LLD from the sale of food, during the prior twel	ve (12) month period?	rcent (20%) of the app	ricant's gross ar	nual income derived		
The foregoing application has been examined; and report that such license, if granted, will meet the rewith the provisions of Title 44, Article 4 or 3, C.R.S.	asonable requirements of	IDA DOIMBHARKAAA ABA	the desired of the	pplicant are satisfactone adult inhabitants, a	ory. We do	mply
Local Licensing Authority for		elephone Number		M - a::		—
Town of Lake Ci.	1	970-944-23	33	Town, City County		
Signature	Print		Title	Li County	Date	
						- 1
Signature	Print		Title		Date	

Tax Check Authorization, Waiver, and Request to Release Information

I, George Rodenbusch am signing Information (hereinafter "Waiver") on behalf of to permit the Colorado Department of Revenue and any documentation that may otherwise be confidential, as promyself, including on behalf of a business entity, I certify the Applicant/Licensee.	Bushwhack Ver other state or lo vided below. If I	ntures LLC cal taxing authority am signing this Wa	(the "Applicant/Licensee") to release information and iver for someone other than			
The Executive Director of the Colorado Department of Colorado Liquor Enforcement Division as his or her agen obtained pursuant to this Waiver may be used in conne and ongoing licensure by the state and local licensing au ("Liquor Code"), and the Colorado Liquor Rules, 1 CCF obligations, and set forth the investigative, disciplinary and take for violations of the Liquor Code and Liquor Rules, in	ts, clerks, and er ection with the A thorities. The Co R 203-2 ("Liquor d licensure action	mployees. The infor Applicant/Licensee's Norado Liquor Code Rules"), require cost the state and loc	mation and documentation s liquor license application s, section 44-3-101, et seq. ompliance with certain tax al licensing authorities may			
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 is 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.						
lame (Individual/Business) Bushwhack Ventures LLC		Social Security Number	er/Tax Identification Number			
ddress EEC						
301 N G	unnison Ave					
Lake City		State	Zip			
ome Phone Number	Business/Work Ph		81235			
rinted name of person signing on behalf of the Applicant/Licensee	<u> </u>	970-944-2	231			
George R	odenbusch					
oplicant/Licensee's Signature (Signature authorizing the disclosure of cor	ofidential tax informa	tion)	Date signed			
INW 922			3-27-22			
Privacy Acroviding your Social Security Number is voluntary and no esult of refusal to disclose it. § 7 of Privacy Act, 5 USCS §	et Statement right, benefit or 552a (note).	privilege provided	by law will be denied as a			

OPERATING AGREEMENT BUSHWHACK VENTURES, LLC, a Colorado limited liability company

This Operating Agreement is made by and between George Wilhelm Rodenbusch (the "Member") and Bushwhack Ventures, LLC (the "Company"), and it is intended to be effective as the <u>15</u> day of March, 2022 (the "Effective Date"), as follows:

ARTICLE I Definitions

As used in this Operating Agreement, the following terms shall have the following meanings:

- 1.1 "Act" means the Colorado Limited Liability Company Act, as amended from time to time.
- 1.2 "Agreement" means this Operating Agreement of the Company, as originally executed and artended from time to time.
- 1.3 <u>"Articles"</u> mean the Articles of Organization of the Company as filed with the Colorado Secretary of State and any Amendments or Restatements thereof.
- 1.4 <u>"Capital Contribution"</u> means anything of value which a Member contributes to the Company, as a prerequisite for or in connection with membership, including cash, property, or services rendered or a promissory note or other binding obligation to contribute cash or property or to perform services to the Company.
- 1.5 "Cash Flow" as of any date shall mean, the excess of (a) all revenues received by the Company from its operations and investments over (b) total current operating expenses and reasonable Reserves for future expenses, including payments in respect of indebtedness of the Company, capital improvements and contingencies, as determined from time to time by the Member. Cash Flow shall not be reduced by non-cash changes, including, without limitation, depreciation and amortization.
- 1.6 <u>"Fiscal Year"</u> means the period terminating on December 31 of each year during the term hereof or on such earlier date on which the Member's taxable year ends.
- 1.7 <u>"Member"</u> means the Person signing this Operating Agreement and any Person who is subsequently admitted as a Member of the Company.
- 1.8 "Net Profit" or "Net Losses" means the income, gain, loss deductions and credits of the Company in the aggregate or separately stated, as appropriate, as of the close of each Fiscal Year.

- 1.9 <u>"Person"</u> means any individual or entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such "Person", where the context so permits.
- 1.10 <u>"Profits" or "Losses"</u> means, for each fiscal year or other period, an amount equal to the Company's taxable income or loss for such year or period, determined in accordance with the Code and Regulations, with the following adjustments:
- 1.11 "Representative" means the legally appointed and qualified guardian or executor or personal representative of the estate of a deceased Member. In the event no such guardian, executor or personal representative is appointed, then the Representative shall mean the spouse, or if the spouse is not then living or is unable or unwilling to act, such Member's then living lineal descendants who are willing and capable of acting, one at a time in descending order of age but in no event younger than 21 years of age or, if none, such Member's then living lineal ancestors who are willing and capable of acting, one at a time and in ascending order of age.
- 1.12 "Reserves" mean funds set aside or amounts allocated to reserves which shall be maintained in amounts deemed sufficient by the Member for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

ARTICLE II Name; Office

- 2.1 Name. The name of the Company shall be Bushwhack Ventures, LLC. The Company may do business under that name and any other name or names that the Member selects. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a trade name certificate as required by law.
- 2.2 <u>Principal Office</u>. The principal office of the Company in the State of Colorado shall be located at 301 N. Gunnison Ave., Lake City, CO 81235 or such other place as the Member may designate.
- 2.3 Registered Office. The registered office of the Company shall be the Law Office of Michael C. Dawson, LLC, and the registered agent at such address shall be 120 N. Taylor, Gunnison, CO 81230. The registered office and registered agent of the Company may be changed from time to time by the Member filing notice of the change with the Colorado Secretary of State.

ARTICLE III Business Purposes of Company; Term

3.1 <u>Business of the Company</u>. The business of the Company shall be to engage in any lawful business activity permitted under the Act.

3.2 <u>Term.</u> The term of the Company began upon the filing of the Articles with the Secretary of State and shall continue in existence until terminated pursuant to the provisions of this Operating Agreement

ARTICLE IV Member

4.1 <u>Initial Member</u>. The initial Member of the Company is:

George Wilhelm Rodenbusch.

- 4.2 <u>Additional Members</u>. After the date of the formation of the Company, a Person may become a Member of the Company only upon the written consent of the Member. At such time the Company adds a Member, the Members shall adopt a new Operating Agreement designed for a multiple-member limited liability company.
- 4.3 <u>Limitation of Liability</u>. The Member is not liable to the Company for monetary damages resulting from the Member's conduct except to the extent that the Act, as it now exists or may be amended in the future, prohibits the elimination or limitation of liability of members of limited liability companies. No repeal or amendment of this section or of the Act will adversely affect any right or protection of the Member for actions or omissions prior to the repeal or amendment.
- 4.4 <u>Company Debt Liability</u>. The Member is not personally liable for any debts, loses, or liabilities of the Company beyond his/her Capital Contributions.

ARTICLE V Capital Contributions

5.1 <u>Member's Capital Contribution</u>. The original Capital Contribution of the initial Member in the Company is as follows:

Name:

George Wilhelm Rodenbusch

Capital Contribution:

\$100.00

- 5.2 <u>Additional Contribution</u>. The Member shall not be required to contribute any additional capital to the Company, but may make additional Capital Contributions to the Company from time to time as the Member wishes.
- 5.3 <u>No Interest on Capital Contributions.</u> No interest will be paid on Capital Contributions.
- 5.4 <u>No Third-Party Beneficiaries</u>. The provisions of this Article V are not intended to be for the benefit of and shall not confer any rights, except as mandated by the Act, on any creditor or any other Person (other than a Member in such Member's capacity as a Member) to whom any debts, liabilities or obligations are owed by the Company to any Member.

ARTICLE VI Allocations and Distributions

- 6.1 <u>Allocations of Profits and Losses</u>. All of the Net Profits and Net Losses of the Company for each Fiscal year shall be allocated to the Member.
- 6.2 <u>Distributions of Cash Flow</u>. Cash Flow shall be distributed to the Member at such time or times as the Member shall determine in his sole discretion.
- 6.3 <u>Limitation Upon Distributions</u>. No distribution or return of Capital Contributions may be made and paid if, after the distribution or return of a Capital Contribution, either (a) the Company would be insolvent, or (b) the net assets of the Company would be less than zero. The Member may base a determination that a distribution or return of a Capital Contribution may be made in good faith reliance upon a balance sheet and profit and loss statements of the Company represented to be correct by the Person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

ARTICLE VII Books, Records, and Accounting

- 7.1 Accounting Decisions. All decisions as to accounting matters, except only as this Operating Agreement specifically provides to the contrary, shall be made by the Member, including the method of accounting, whether cash or accrual. All such decisions shall be made in accordance with generally accepted accounting principles, or with a comprehensive method of accountings used for tax purposes.
- 7.2 <u>Books and Records</u>. The Company may keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business.
- 7.3 <u>Title to Assets</u>. Title to all assets of the Company shall be held in the name of the Company. The Member does not have any right to the assets of the Company or any ownership interest in those assets except directly as a result of the Member's ownership of an interest in the Company.
- 7.4 <u>Deposits</u>. All funds of the Company shall be deposited to the credit of the Company in such banks or depositories designated and selected by the Member.

ARTICLE VIII Membership Meetings

8.1 <u>Action Without Meeting</u>. The Company shall not be required to hold any meetings. Any action required to be taken by or on behalf of the Company may be taken if consent in writing, setting forth the action so taken, is signed by the Member.

ARTICLE IX Management

- 9.1 <u>Management of Company</u>. The business and affairs of the Company shall be managed by the Member, who shall have full and complete authority, power, and discretion to manage and control the business affairs and properties of the Company, to make all decisions regarding those matters, and to perform any and all other acts or activities customary or incident to the management of the Company's business.
- 9.2 Execution of Documents. Any document or instrument may be executed and delivered on behalf of the Company by the Member, including, without limitation, any deed, mortgage, note or other evidence of indebtedness, lease, security agreement, financing statement, contract, contract of sale, or other instrument purporting to convey or encumber, in whole or in part, any or all of the assets of the Company at any time held in its name, and, subject to the authorization requirements set forth in this Operating Agreement or in the Act, no other signature shall be required for any such instrument to bind the Company. The Member may also appoint in writing one or more Officers to execute and deliver any document or instrument on behalf of the Company in their absence or unavailability.
- 9.3 Officers. The Company is not required to have officers, but if they are designated may consist of a President, a Treasurer and a Secretary. The officers shall be designated by the Member and shall exercise such powers and perform such duties as are prescribed by the Member. The same Person may hold any number of offices as the Member may determine.
- 9.4 <u>Term of Office</u>. The officers shall hold office for the terms for which they were appointed and until their successors are elected and qualified. Provided, however, that any officer may be removed at any time with or without cause by the Member.
- 9.5 <u>Certificate</u>. Any Person dealing with the Company may rely (without duty of further inquiry) upon a certificate signed by a Member as to (a) the identity of any Member, or Officer, (b) the existence or nonexistence of any fact or facts which constitute a condition precedent to acts by a Member or Officer or which are in any other manner germane to the affairs of the Company, or (c) the Persons who are authorized to execute and deliver any instrument or document of the Company.
- 9.6 <u>Compensation and Reimbursement</u>. The Member is not entitled to the payment of any salary or other compensation for services provided to the Company as a Member. The Member is, however, entitled to reimbursement from the Company for reasonable expenses incurred on behalf of the Company, including expenses incurred in the formation, dissolution, and liquidation of the Company.

ARTICLE X Indemnification of Members

- 10.1 <u>Indemnification</u>. The Company shall indemnify the Member and any additional Persons who become Members in the future to the maximum extent permitted under Section 7-80-407 of the Act.
- 10.2 <u>Insurance</u>. The Company may purchase and maintain insurance, including liability insurance, directors and officers liabilities insurance, and errors and omissions insurance, on behalf of the Member and any employee or agent of the Company against any liability asserted against or incurred by such Person in such capacity or arising out of such Person's status as such, whether or not the Company has the power to indemnify such Person against such liability as provided by the Act.

ARTICLE XI Dissolution

- 11.1 Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events (a) the entry of a decree of a judicial dissolution under the Act, (b) the date on which a statement of dissolution become effective under the Act, (c) by the intention and written statement of the Member to dissolve the Company, or (d) upon the resignation, bankruptcy or dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member.
- 11.2 <u>Authority of Representative</u>. If a Member who is an individual dies or a court of competent jurisdiction adjudges him to be incompetent to manage his person or his property, the Member's Representative may exercise all of the Member's rights for purpose of settling his estate or administering his property.
- 11.3 <u>Winding Up, Liquidation and Distribution of Assets</u>. If the Company is dissolved and its affairs are to be wound up, the Member (or his Representative) is directed to (a) sell or otherwise liquidate such of the Company's assets as may be required to discharge all liabilities of the Company, including any liabilities to the Member and establish such Reserves as may be reasonably necessary to provide for contingent liabilities of the Company; and (b) distribute the remaining assets to the Member, such distribution to be made either in cash or in kind, as determined by the Member (or his Representative). Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.
- 11.4 <u>Statement of Dissolution</u>. The Company may file a statement of dissolution with the Colorado Secretary of State.
- 11.5 <u>Effect of Filing of Statement of Dissolution</u>. Upon the filing of a statement of dissolution with the Colorado Secretary of State, the dissolved Company shall continue to exist as a limited liability company, but shall not carry on any business except as is appropriate to wind up and liquidate its business and affairs as provided in the Act. The Member (or his Representative) shall have authority to distribute any Company property

discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

11.6 <u>Insolvency</u>. If the liabilities of the Company exceed the value of its assets after it is dissolved and wound up, the Member will have no obligation to make any contribution to the capital of the Company to make up the deficit, and the deficit will not be considered a debt owed by the Member to the Company or any other Person for any purpose.

ARTICLE XII Miscellaneous

- 12.1 <u>Entire Agreement</u>. This Agreement constitutes the entire and only Operating Agreement of the Company. The initial Operating Agreement and all prior negotiations, agreements, representations and understandings, whether written or oral, as to the Operating Agreement of the Company are merged into and superseded by this Operating Agreement and shall be of no further force and effect.
- 12.2 <u>Amendments</u>. This Operating Agreement cannot be modified, amended, revised, restated or changed except in a writing signed by the Member.
- 12.3 <u>Severability</u>. In the event of the invalidity of any provision of this Operating Agreement, such provision shall be deemed to be stricken from this Operating Agreement, and the remainder of this Operating Agreement shall continue in full force and effect.
- 12.4 <u>Applicable Law</u>. This Operating Agreement is executed in Colorado, and shall be interpreted, construed and governed by the laws of the State of Colorado.
- 12.5 <u>Headings</u>. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.
- 12.6 <u>Pronouns</u>. The masculine pronouns used in this Operating Agreement shall also be deemed to apply to the feminine.
- 12.7 <u>Heirs, Successors and Assigns</u>. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 12.8 <u>Creditors</u>. None of the provisions of this Operating Agreement shall be for the benefit of, or enforceable by any creditors of the Company or of the Member.

The remainder of this page is intentionally left blank.

SIGNATURE PAGE

OPERATING AGREEMENT BUSHWHACK VENTURES, LLC, a Colorado Limited Liability Company

This Operating Agreement is executed the dates shown below, but it is intended to be effective as of the Effective Date.

Bushwhack Ventures, LLC							
By: MW 45							
Member/Manager							
Dated: March <u>15</u> , 2022							
MEMBER:							
Nux 42							
George Wilhelm Rodenbusch							

Dated: March 15, 2022

COMPANY:

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,

Bushwhack Ventures, LLC

is a

Limited Liability Company

formed or registered on 03/21/2022 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 20221282277.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/19/2022 that have been posted, and by documents delivered to this office electronically through 04/20/2022 @ 21:45:12.

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 04/20/2022 @ 21:45:12 in accordance with applicable law. This certificate is assigned Confirmation Number 13962487



Secretary of State of the State of Colorado

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



Colorado Secretary of State ID#: 20221282277 Document #: 20221282277

Filed on: 03/21/2022 10:38:16 AM

Paid: \$50.00

Articles of Organization for a Limited Liability Company

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

The domestic entity name of the limited liability company is Bushwhack Ventures, LLC

The principal office street address is 301 N Gunnison Ave

Lake City CO 81235-5111

US

The principal office mailing address is 301 N Gunnison Ave
Lake City CO 81235-5111
US

The name of the registered agent is Law Office of Michael C. Dawson, LLC

The registered agent's street address is 120 N Taylor St
Gunnison CO 81230-2132
US

The registered agent's mailing address is 120 N Taylor St

Gunnison CO 81230-2132

US

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

The management of the limited liability company is vested in Members

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

Person(s) forming the limited liability company

George Withelm Rodenbusch 301 N Gunnison Ave Lake City CO 81235-5111 US

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

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

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

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

Kaitlyn Van Dyke PO Box 179 Gunnison CO 81230-0179 US Instructions: Please print this document for your records.

MyBizColorado **COLORADO DEPT OF REVENUE**

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:

3/24/22

Name:

Bushwhack Ventures, LLC

Address: 301 N Gunnison Ave\n\nLake City,

Colorado 81235-5111

Sales Tax Account Number:

95163246

Sales Tax Filing Frequency:

Quarterly (Under \$300 in taxes/mor

Wage Withholding Account Number: 95163246

Wage Withholding Filing Frequency: Quarterly (\$1 to \$6,999/year)

Websites

State of Colorado: www.colorado.gov

Colorado Department of Revenue: www.colorado.gov/revenue

Colorado Department of Revenue Online Customer Support Site:

revenuestateco.custhelp.com

File and pay your sales tax online: www.colorado.gov/RevenueOnline

Register to pay by EFT: 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.



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

CT exam Association of REALTORS®, Inc. 2014

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	G. Notice of Repairs	9		Commercial Lease Addendum for Optional Space (TXR-2110)	
16.	Alterations)		Commercial Lease Addendum for Construction	n
17. 18.	Liens	}		(TXR-2111) or (TXR-2112)	• •
18. 19.	Liability)		Commercial Lease Addendum for	
20.	Indemnity	1.00		Contingencies (TXR-2119)	
20. 21.	Abandonment, Interruption of Utilities,				
	Removal of Property & Lockout	0			_
22.	Holdover1	0			
	Landlord's Lien & Security Interest 1	1		Information About Brokerage Services (TXR-2501)	

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COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.

CTexas Association of REALTORS®, Inc. 2014

1.	PARTIE	ES: The	e parties to this lease are:	
	Lan	dlord:	George Rodenbusch	
	Ten	ant:	Bushwhack Ventures LLC	
2.	LEASE	D PREI		-
	A. Land	dlord le all its i	ases to Tenant the following described real property, known as the mprovements (Check only one box):	e "leased premises," along
	5	square	-Tenant Property: Suite or Unit Number containing ap feet of rentable area in	(project name)
	((addres	s) in (city), which is legally described on attached Exhibit	(county),
	- a B. If Pa (1) "I	attached ragraph Propert	The real property containing approximately 10 area at: 301 N Gunnison Ave., Lake City CO (address) in (county), Texas, which d Exhibit or as follows: 1 2A(1) applies: 1 2A(1) applies: 2 y" means the building or complex in which the leased premises are	is legally described on
	(2) th a	ommon he parti irea witi	areas, drives, parking areas, and walks; and es agree that the rentable area of the leased premises may not e hin the leased premises and may include an allocation of commable area will will not be adjusted if re-measured.	gual the actual or useable
3.	TERM:			
A	A. <u>Term</u>	: The t	erm of this lease is 1200 months and days, com	mencing on:
	_		4-1-2022 (Commencement Date) and end	ing on
	_		4-1-2122 (Expiration Date).	
E	comp	lete or	cupancy: If Tenant is unable to occupy the leased premises on to construction on the leased premises to be completed by Landlord a prior tenant's holding over of the leased premises, Landlord we lay and this lease will remain enforceable. In the event	d that is not substantially
(TXR-	2101) 4-1	-14	Initialed for Identification by Landlord:, and Tenant:	Page 2 of 15

Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. <u>Certificate of Occupancy</u>: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent:	On or before the	first day of	each month	during this	lease,	Tenant will	pay
Landlord base monthl	y rent as described	on attached	Exhibit			follows:	

Dates		Rate per rentable sq	Rate per rentable square foot (optional)		
From	То	\$ Monthly Rate	\$ Annual Rate	Base Monthly Rent \$	
Start of term	TBD	/ rsf / month	/ rsf / year	2000	
		/ rsf / month	/ rsf / year		
		/ rsf / month	/ rsf / year		
		/ rsf / month	/ rsf / year		
		/ rsf / month	/ rsf / year		

-		/ rsf / month	/ rsf / year	
Ĺ		/ rsf / month	/ rsf / year	
B.	B. Additional Rent: In addition to the base more provided by the attached (Check all that application (1) Commercial Lease Addendum for Explored (2) Commercial Lease Addendum for Pall (3) Commercial Lease Addendum for Pall (4) All amounts payable under the applicable allease	oly.): opense Reimb orcentage Ren orking (TXR-21	nant will pay Land ursement (TXR-210 t (TXR-2106) 107)	lord all other amounts, as
	lease.	audenda are c	leemed to be "rent	" for the purposes of this
C.	C. First Full Month's Rent: The first full monthly	rent is due or	or before	May 1 2022
D.	D. <u>Prorated Rent</u> : If the Commencement Date pay Landlord as prorated rent, an amount of fraction: the number of days from the Com- divided by the number of days in the month on or before the Commencement Date.	equal to the b imencement [ase monthly rent n	nultiplied by the following
E.	E. Place of Payment: Tenant will remit all an person at the place stated or to such other po	nounts due to erson or place	Landlord under that as Landlord may la	is lease to the following iter designate in writing:
	Address:			

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due

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_, and Tenant:

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Со	Commercial Lease concerning:						
	under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedie under this lease for Tenant's failure to make timely payments with good funds.						
	G.	Late Charges: If Landlord does not actually receivithin 5 days after the date it is due, Tenant amount due. In this paragraph, the mailbox is not a cost associated with the collection of rent and Landlord's right to exercise remedies under Parameters.	will pay Land of the agent for Landlord's acc	lord a late char r receipt for Lan	ge equal to 10 dlord. The late	0% of the charge is	
	H.	Returned Checks: Tenant will pay \$ 0 for returned by the institution on which it is drawn receives payment.	each check for any reaso	Tenant tenders on, plus any lat	s to Landlord e charges until	which is Landlord	
5.	SE	CURITY DEPOSIT:					
	A.	Upon execution of this lease, Tenant will pay \$ deposit.	0		to Landlord as	a security	
	B.	Landlord may apply the security deposit to any a applies any part of the security deposit during Tenant, Tenant must, within 10 days after receip to the amount stated.	any time this	lease is in effe	ect to amounts	owed by	
	C.	Within 60 days after Tenant surrenders the least Tenant's forwarding address, Landlord will refund amounts owed by Tenant or other charges authorized	the security	deposit less any	andlord written amounts appli	notice of ed toward	
6.		XES: Unless otherwise agreed by the parties, I sessed against the leased premises.	Landlord will	pay all real pro	perty ad valor	em taxes	
7.	UT	TILITIES:					
	A.	The party designated below will pay for the folk connection charges for the utilities. (Check all the		harges to the le	ased premises	and any	
		-	N/A	<u>Landlord</u>	<u>Tenant</u>		
		(1) Water					
		(2) Sewer			X		
		(3) Electric			1		
		(4) Gas			X		
		(5) Telephone) 34		
		(6) Internet			F.s		
		(7) Cable			70		
		(8) Trash			(3)		
		(9)					
		(10) All other utilities					
	В.	The party responsible for the charges under Parservice provider. The responsible party may se selects the provider, any access or alterations to utilities may be made only with Landlord's prior coulf Landlord incurs any liability for utility or connection.	lect the utility the Property onsent, which	service provide or leased preal candlord will no	er, except that mises necessar t unreasonably	if Tenant ry for the withhold.	

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Landlord such amount.

6.

7.

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and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse

Comr	ercial Lease concerning:
C	Notice: Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
	After-Hours HVAC Charges: "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. (Check one box only.)
	(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.
	(2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
X	(3) Tenant will pay for the HVAC services under this lease.
8. 11	SURANCE:
A	During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas: (1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below) □ (a) \$1,000,000; or □ (b) \$2,000,000.
	If neither box is checked the minimum amount will be \$1,000,000. (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and (3) business interruption insurance sufficient to pay 12 months of rent payments.
В.	Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
C.	If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may: (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or (2) exercise Landlord's remedies under Paragraph 20.
D.	Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.
E.	f there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately
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after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other:
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays):

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property:
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease:
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or (7)
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

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Commercial Lease concerning:	
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B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon moveout and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last _____ days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.
- 13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon moveout and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

A.	Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all
	garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services
	to the leased premises that are customary and ordinary for the property type. Tenant will maintain any
	grease trap on the Property which Tenant uses, including but not limited to periodic emptying and

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Comm	ercial Lease concerning:
	cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
В.	Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
C.	Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible

tor t	he repair and maintenance of its personal property. (Check all that app	ly.)	·	
(1) (2) (3) (4) (5)	Foundation, exterior walls, roof, and other structural components Glass and windows Fire protection equipment Fire sprinkler systems Exterior & overhead doors, including closure devices, molding,	N/A	Landlord □ □ □	Tenant O O O
(6)	locks, and hardware			
(7)	Interior doors, including closure devices, frames, molding, locks.			
(8)	and hardware Parking areas and walks		0	
(9)	Plumbing systems, drainage systems and sump pumps			
(10)	Electrical systems, mechanical systems			
(11)	Ballast and lamp replacement			
(12)	Heating, Ventilation and Air Conditioning (HVAC) systems			
(13)	HVAC system replacement			
(14)	Signs and lighting:			
	(a) Pylon			
	(b) Facia			
	(c) Monument			
	(d) Door/Suite			
	(e) Other:			
(15)	Extermination and pest control, excluding wood-destroying insects			
(16)	Fences and Gates			
(17)	Storage yards and storage buildings			
(4 O)				

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

(18) Wood-destroying insect treatment and repairs.....

(19) Cranes and related systems.....

(22) All other items and systems.....

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(20)

(21)

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and Tenant:

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Commercial	Lease	concerning:

- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant required to maintain, at its expense, a regularly scheduled maintenance and service is is not contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease. Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas. provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
- 17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employed	es.
patrons, quests, or invitees for any damages, injuries, er losses to person or property caused by:	

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- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's quest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. <u>fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.</u>
- 19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.
- 21. ABANDONMENT, INTERRUPTION OF UTILTIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.
- 22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

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indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

- 23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.
- 24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationery and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- □ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
 - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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Instanction

B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased
 - premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.
- 29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.
- 30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

(TXR-2101) 4-1-14

Initialed for Identification by Landlord:

Page 12 of 15

Comm	ercial Lease concerning:	
-0	health or safety of an ordinary person, except:	
C.	Designated National and Blocked Person as defi- acting, directly or indirectly, for or on behalf of a not arranging or facilitating this lease or any trans and Blocked Person. Any party or any signate	esents that: (1) it is not a person named as a Specially ned in Presidential Executive Order 13224; (2) it is not Specially Designated and Blocked Person; and (3) is saction related to this lease for a Specially Designated by to this lease who is a Specially Designated and any other person who relies on this representation or expense as a result of this representation.
32. BF	ROKERS:	
A.	The brokers to this lease are:	
	Principal Broker:	Cooperating Broker:
	Agent:	Agent:
	Address:	Address:
	Phone & Fax:	Phone & Fax:
	E-mail:	E-mail:
	License No.:	License No.:
	Principal Broker: (Check only one box) represents Landlord only. represents Tenant only. is an intermediary between Landlord and Tenanger.	Cooperating Broker represents Tenant.
В.	<u>Fees</u> :	
	(1) Principal Broker's fee will be paid according to ☐ (a) a separate written commission agreement ☐ Landlord ☐ Tenant.	between Principal Broker and:
	(b) the attached Commercial Lease Addendum	
u	 (2) Cooperating Broker's fee will be paid according □ (a) a separate written commission agreement □ Principal Broker □ Landlord □ Tenant □ (b) the attached Commercial Lease Addendum 	between Cooperating Broker and: it.
of t	DENDA : Incorporated into this lease are the additional and Exhibit section of the Table of Contents	denda, exhibits and other information marked in the . If Landlord's Rules and Regulations are made part and Regulations as Landlord may, at its discretion,
34. NO mai	TICES: All notices under this lease must be in will, or sent by facsimile transmission to:	riting and are effective when hand-delivered, sent by
	idlord at: Address:	7.
		7 5/7
(TXR-21	01) 4-1-14 Initialed for Identification by Landlord!	, and Tenant/ Page 13 of 15

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Instanation

Commercial Lease concerning:		
i i	_	
Phone:	Fax:	
and a copy to:		
Address:		
	1 GA	
Landlord also consents to receive n	notices by e-mail at:	
Tenant at the leased premises,		
and a copy to:		
Address:	Fav	
Phone:	Fax:	
☐ Tenant also consents to receive not	tices by e-mail at:	
	,	

35. SPECIAL PROVISIONS:

36. AGREEMENT OF PARTIES:

- A. <u>Entire Agreement</u>: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. <u>Binding Effect</u>: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. <u>Joint and Several</u>: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. <u>Controlling Law</u>: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. <u>Severable Clauses</u>: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. <u>Waiver</u>: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

(TXR-2101) 4-1-14

Initialed for Identification by Landlord:

_, and Tenant:

Page 14 of 15

Commercial	Lease	concerning:_
------------	-------	--------------

- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. <u>Force Majeure</u>: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

	Rodenbusch	Tenant: Bushwhack	
By:By (signature):	n Fran	By:By (signature):	n#s-
	Date: 3-27-2022		Date: 3-27-2022
Ву:		Ву:	
		By (signature):	\(\frac{1}{2}\)
Title:		Title:	

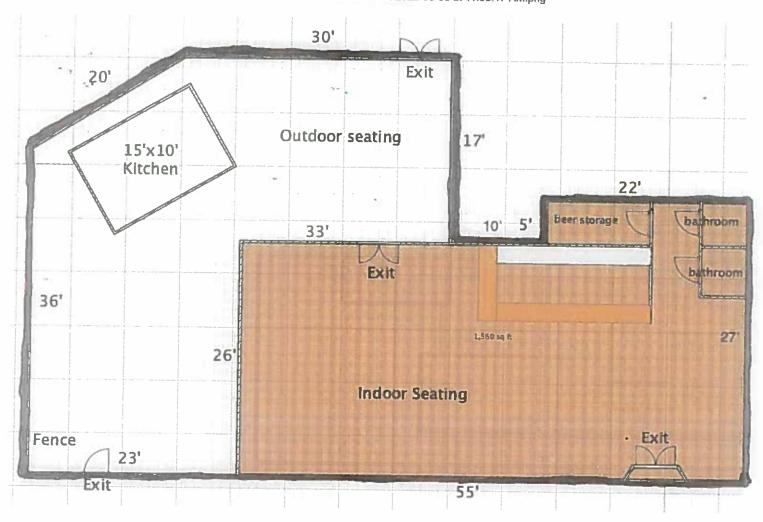
DR 8404-I (03/20/19)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
(303) 205-2300

Individual History Record

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

Name of Business Bushwhack V	entures LLC	Home Phone Nu	mber	Cellular N	umber	
2. Your Full Name (last, first, middle)	endres ELO	3. List any other	names you	u have used		
Rodenbusch, G 4. Mailing address (if different from res		Email Address		Will		
4. Mailing address (it dilierent from res	dence)	Email Address				
5. List current residence address.	Include any previous add	fresses within the last fi	ve years.	(Attach separate	sheet if nece	essary)
Street and Nun	nber	City, S	tate, Zip		From	То
Current				r	3-1-2019	present
Previous					1-1-2016	3-1-2019
6. List all employment within the la	st five years. Include an	y self-employment. (Atta	ach separ	ate sheet if neces		0 1 2010
Name of Employer or Busine		t, Number, City, State,	the same of the sa	Position Held	From	То
BarZ Adventures	PO Box 162	2605, Austin TX 7871	6 V	/P Engineering	1-1-2014	present
		14.2				
7. List the name(s) of relatives wor	king in or holding a finan	cial interest is the Colo-	ndo alas	hal havenan indu	-1	
Name of Relative	Relationship to Y		on Held		stry. lame of Lice	nsaa
100000	,					
3274						
8. Have you ever applied for, held,	or had an interest in a Co	olorado Liquor or Beer L	icense, c	or loaned money,	ΠVe	s 🛛 No
furniture, fixtures, equipment or	inventory to any licensee	(It yes, answer in deta	1tl.)			3 2 110
9 Have you ever received a violeti			law violati	ion, or have vou	_	
Have you ever received a violation applied for or been denied a liqu	on notice, suspension, or or or beer license anywh	ere in the United States	? (If ves.	explain in detail.)	∐ Ye:	s 🛛 No

DR 8404-I (0	33/20/19)											
10. Have bail f	you ever or any offe	been convicted ense in criminal	of a cri	me or rece ry court o	eived a s r do you	uspende have ar	ed sen	itence, defen rges pending	red sentence ? (If yes, exp	, or forfeited lain in detail.)	Yes	⊠ No
11. Are y defen	ou currented senten	tly under probati ice? (If yes, exp	on (sup lain in d	ervised or letail.)	unsupe	rvised),	parole	, or completi	ng the requir	ements of a	Yes	⊠No
12. Have	you ever	had any profess	ional lic	ense sus	pended,	revoked	d, or de	enied? (If yes	, explain in d	etail.)	Yes	. No
								Informat		10	5.10	
Unless o informati 13a. Date	on require	provided by law, d in question #1	3 is sole	ely for idea	ntification	n purpos	ses.	stion #13 wil	l be treated a	s confidential.	The perso	nal
ISA. Date	OF BIRTIN	b. Social Security	Number		c. Place	of Birth				d. U.S. Citizer	ı ¹⊠Yes	□.No
e, If Natura	alized, state	where			f, When)		g. Name of	District Court			
h. Naturali	zation Certi	ficate Number	i, Date d	of Certificati	on j. If an	Alien, Gi	va Alien	's Registration (Card Number k	. Permanent Resi	idence Can	d Number
l. Height	m. Weight	n. Hair Color	o. Eye (Color Ir	o. Gender	. In	Do vo	ii haive a crimo	nt Driver's Lieu	nse/ID? If so, give	number en	d atata
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d. Provide separat	details of e sheet if	the corporate in needed)	vestme	nt describ	ed in 14	(a). You	ı must	account for	all of the sou	ces of this inve	stment. (A	\ttach a
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					Oath	of Ap	plica	int				
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	WA2				George		enbu	sch	Presid	ient	3-2	• 7-2022



Caselle® Hosted Software & Services Proposal

Town of Lake City, CO

April 25, 2022

(Valid for 90 days)

From:

Farrah Brown, Customer Relationship Manager fkb@caselle.com



Caselle® Hosted Software & Services Proposal Town of Lake City, CO April 25, 2022

Proposal Summary

Total Investment	\$5,000
Total Setup	2,000
Total Training	3,000
Total Software License	\$0

Monthly Software Assurance will increase \$200.

I have read and agree to all terms & conditions proposed h
--

Signature		
Printed Name & Title		
 Date		



Caselle® Hosted Software & Services Proposal Town of Lake City, CO April 25, 2022

Proposal Detail

Caselle® Application Software	License Type	Training	Setup	Total
Caselle Document Management	-	\$3,000	\$2,000	\$5,000
Zonal OCR	-	-	-	-
Grand Total	-	\$3,000	\$2,000	\$5,000

Notes:

- 1. The training will take place online.
- 2. The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month). Two (2) Concurrent User Licenses, two (2) Advanced Workflow Licenses and the Caselle Integration. Zonal OCR is included.

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FIRE-RESISTANT FILE CABINETS

FIREKING®

Total protection for critical business documents.

- UL Class 350 rated at 1,700°F for 1 hour.
- High-security lock resists picking and drilling. Lock all or select drawers with one key.
- Impact, explosion and water resistant.
- Gypsum insulated walls reinforced with 14-gauge welded steel wire.
- · Accepts letter/legal hanging folders.

FIRE-RESISTANT FILE CABINETS - VERTICAL

Black or Lt. Gray

MODEL	DESCRIPTION	NO. OF	DIMENSIONS	WT.	PRICE EACH		ADD TO	
NO.	DESCRIPTION	DRAWERS	WxDxH	(LBS.)	1	2+	CART	
<u>H-4805</u>	Letter/	2	18 x 22 x 28"	251	\$1,000	\$970	Specify Color	
<u>H-4806</u>	Legal	4	18 x 22 x 53"	435	1,615	1,565	Specify Color	

FIRE-RESISTANT FILE CABINETS - LATERAL

Black or Lt. Gray

MODEL	DESCRIPTION	NO. OF DRAWERS	DIMENSIONS W x D x H	WT. (LBS.)	PRICE EACH		ADD TO	
NO.					1	2+	CART	
H-6940	Letter/	2	31 x 22 x 28"	456	\$1,950	\$1,880	Specify Color	
H-6941			31 x 22 x 53"	794	2,995	2,895	Specify Color	
<u>H-7802</u>	Legal	4	38 x 22 x 53"	907	3,345	3,245	Specify Color	
<u>H-8190</u>			44 x 22 x 53"	1,019	3,865	3,765	Specify Color	

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<u>Overview</u>

Tech Specs

Both hardware and software are equally important in the Fujitsu fi-7160 scanner. The newly developed PaperStream IP driver and image processing middleware combined with the PaperStream Capture software offer simplified and automated batch scanning routines that intelligently convert batches of documents into predetermined work routines.

This new fi series model offers USB 3.0 support and is designed to make end-to-end scanning processes faster. The fi-7160 model processes up to 60 sheets/120 pages per minute (A4, color, duplex, 300 dpi). Additional functions also help deliver top results. For example, it is easy to scan a mixed batch containing sheets of different sizes and thicknesses. The scanner mechanically straightens any documents that may have been fed askew and PaperStream IP also automatically corrects any remaining irregularities. An ultrasonic sensor recognizes whether two or more sheets have fed in and issues an error message. Even sticky notes do not delay the workflow as the system recognizes them automatically. Further, user support is provided through the scanners' LCD panel which provides straightforward operation flows and allows users to select profiles directly on the device, check the quantity of scanned documents or review any status messages.

Organizations of all types and sizes rely on the fi -7160 for its speed, reliability, and accuracy. Small enough to fit on your desk, and powerful enough to sail through all of your administrative needs, this best-in-class scanner will allow you to process your paperwork in no time.

The fi-7160 is designed to make paper handling faster and more reliable for businesses of all kinds. Scan documents of mixed paper sizes and weights all at once - no need to pre-sort your files. Intelligent MultiFeed Function allows easy manual bypass for sticky notes, taped receipts, and labels. Ultrasonic double feed detection identifies sheets stuck together so you never miss a page. Forget to remove a staple? This feature will "listen" to the paper flowing through the machine and stop if a misfeed occurs, reducing damage to your documents. Skew reduction technology significantly improves feeding performance and ensures that your whole document gets accurately captured

Tech Specs

General

Type

Document scanner - desktop

ce Type Inte

USB 3.0

Max Supported Document Size 8.5 in x 14 in

Scanner

Input Type Color

Grayscale Depth (External) 8-bit (256 gray levels)

Color Depth (External) 24-bit (16.7 million colors)

Optical Resolution 600 dpi x 600 dpi

Interpolated Resolution 1200 dpi x 1200 dpi

Automatic Duplexing Yes

Scanning Sensor Type **Dual CCD**

Lamp / Light Source Type White LED array

Max Document Scan Speed B/W 60 ppm

Max Document Scan Speed Color 60 ppm

Duty Cycle 4000 scans per day

Scanner Speed Details

- 60 ppm color 200 dpi
- 60 ppm color 300 dpi
- 60 ppm greyscale 200 dpi
- 60 ppm greyscale 300 dpi
- 60 ppm black&white 200 dpi
- 60 ppm black&white 300 dpi • 120 ipm - duplex - color - 200 dpi
- 120 ipm duplex color 300 dpi
- 120 ipm duplex greyscale 200 dpi
- 120 ipm duplex greyscale 300 dpi
- 120 ipm duplex black&white 200 dpi
- 120 ipm duplex black&white 300 dpi

Scanner Features

Multi Color Dropout, Image Emphasis, Error Diffusion, Ultrasonic multifeed sensor, automatic color detection, automatic page size detection, Dither, Simplified DTC, Multi-Image Output, built-in LCD screen, Auto Deskew, Punch Hole Removal, Blank Page Detection, edge cleanup, split image control

Compliant Standards

TW/ SIS Caselle® Hosted Software & Services Proposal

Town of Lake City, CO

April 28, 2022

(Valid for 90 days)

From:

Farrah Brown, Customer Relationship Manager @caselle.com



Caselle® Hosted Software & Services Proposal Town of Lake City, CO April 28, 2022

Hosted

Proposal Summary

Date

License Type

Total Training	Included
Total Setup	\$1,000
Total Investment	\$1,000
Monthly Software Assurance will increase by \$100.	
I have read and agree to all terms & conditions proposed h	erein.
Signature	
Printed Name & Title	



Caselle® Hosted Software & Services Proposal Town of Lake City, CO April 28, 2022

Proposal Detail

Caselle® Application Software	License Type	Training	Setup	Total
Payment Import	Hosted	Included	\$1,000	\$1,000
Grand Total	Hosted	Included	\$1,000	\$1,000

Note: The training will take place online.





Alexander Mulhall <alexandermulhall@townoflakecity.co>

1037 Ocean Wave Drive Short Term Rental

2 messages

Laura Palmisano < laura.palmisano 01@gmail.com > To: alexandermulhall@townoflakecity.co

Thu, Apr 28, 2022 at 11:04 AM

My concern relating to this application is parking. I don't have an issue with our neighbors having a short-term rental. I also have a short-term rental. I tell my renters there is no street parking and they must use either the upper or lower driveway on my property for parking. I built a long driveway on our property to accommodate a full size truck and trailer at the request of our neighbors to keep renters from parking on the street. Where will people renting at 1037 Ocean Wave Drive park their vehicles? If they park on the street it could cause congestion and not allow access for an emergency vehicle. Does 1037 Ocean Wave Drive have space to accommodate an RV or full size truck or trailer on their private property? Many vacation renters bring OHVS on trailers. Having a full size truck with a trailer or an RV parking on the street could create traffic congestion and limit access for an emergency vehicle. How does 1037 Ocean Wave Drive plan to address parking concerns?

Alexander Mulhall <alexandermulhall@townoflakecity.co> To: Laura Palmisano < laura.palmisano 01@gmail.com>

Thu, Apr 28, 2022 at 11:05 AM

Received. [Quoted text hidden]

Alexander Mulhall Town Clerk/Municipal Court Clerk Town of Lake City PO Box 544 Lake City, CO 81235 (970)944-2333



Alexander Mulhall <alexandermulhall@townoflakecity.co>

Fwd: Fwd: Short term Rental at 1037 Ocean Wave Drive

2 messages

Belinda Gianola <renesgarage.inc@centurytel.net> To: alexandermulhall@townoflakecity.co

Wed, Apr 27, 2022 at 1:04 PM

--- Forwarded Message ---Subject: Fwd: Short term Rental at 1037 Ocean Wave Drive Date: Tue, 26 Apr 2022 10:45:18 -0600 From:Belinda Gianola <renesgarage.inc@centurytel.net> To:eaglerb2016@gmail.com

--- Forwarded Message ------Subject: Short term Rental at 1037 Ocean Wave Drive Date:Tue, 26 Apr 2022 10:44:04 -0600 From:Belinda Gianola <renesgarage.inc@centurytel.net> To:alexandermulhall@townoflakecity.com

Dear Lex.

Dear Town Mayor,

Dear Board of Town Trustees,

We receive a brief notification from our neighbor Roger & Margo Presnall at 1037 Ocean Wave Drive that they applied for a short-term rental permit.

We do have concerns about this, since our property borders their property.

- We believe they do not have sufficient parking on their property to support 2 rentals
- Our property is in front and on the side of their property.
- The road going up to the next house is on our property and is only an easement for the house above for access and not a public road. It is a Private Access Road only.
- 4. Parking on the side of this easement road would mean they are parking on our property and also would limit the access for emergency responders.
- 5. Parking on the side of 10 1/2 Street would also impact the access for emergency responders since this road is not really wide.
- Increase of traffic due to renters coming and going with Cars, SUV, ATV, UTV and so on.
- 7. Dogs running free and using our property as a bathroom and nobody cleans up after them.

We are already dealing with increased traffic on Ocean Wave Drive in the last few years. We are concerned on the traffic impact and even more on the impact on our property.

Sincerely

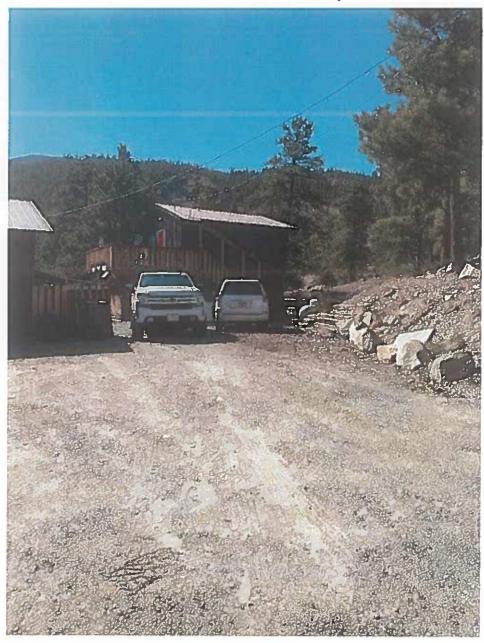
Rene & Belinda Gianola

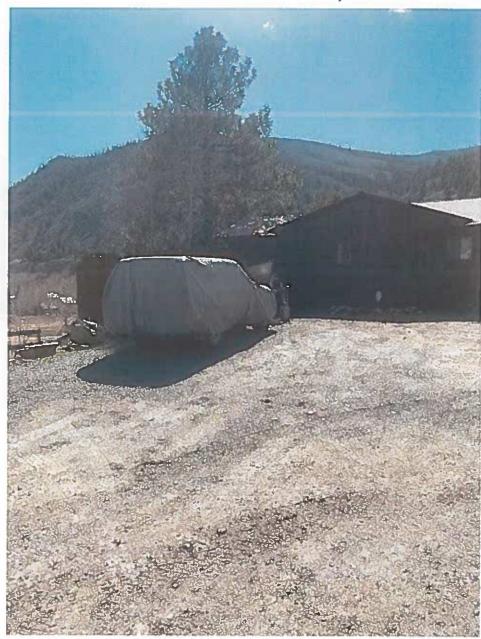
Alexander Mulhali <alexandermulhall@townoflakecity.co> To: Belinda Gianola <renesgarage.inc@centurytel.net>

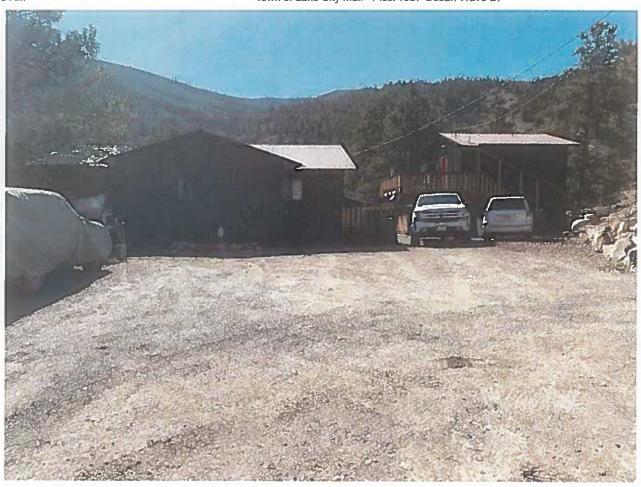
Wed, Apr 27, 2022 at 1:09 PM

Received [Quoted text hidden]

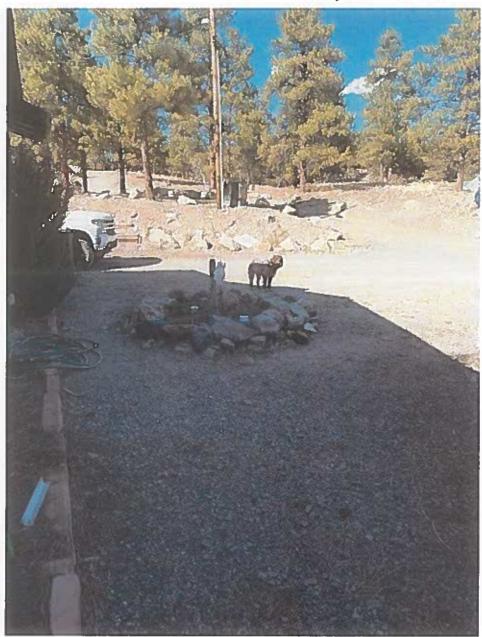
Alexander Mulhall Town Clerk/Municipal Court Clerk Town of Lake City PO Box 544 Lake City, CO 81235 (970)944-2333



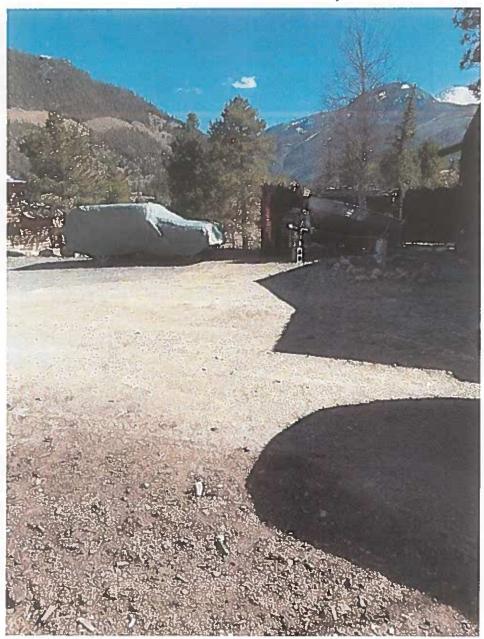


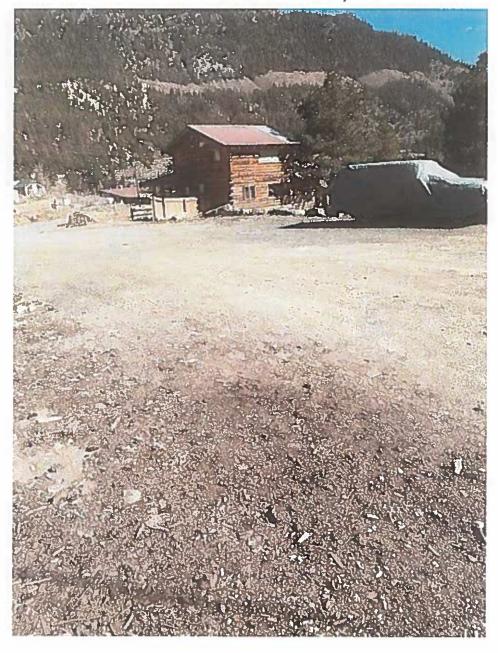












Sent from my iPhone

Alexander Mulhall <alexandermulhall@townoflakecity.co> To: Margo Presnall <mkpresnall@gmail.com>

Received [Quoted text hidden]

Alexander Mulhall Town Clerk/Municipal Court Clerk Town of Lake City PO Box 544 Lake City, CO 81235 (970)944-2333

Tue, May 3, 2022 at 10:36 AM

May 16, 2022

Roger and Margo Presnall

1037 Ocean Wave Dr.

Lake City, CO 81235

Re: Short Term Rental Application for Approval

Dear Lex, Mayor Roberts and Town Trustees,

My wife Margo and I have a property at 1037 Ocean Wave Dr. The main residence is a 3 bedroom, $1 \frac{1}{2}$ bath house that we use as a seasonal residence and hope to one day become permanent residents of Lake City. We have owned the property since 2019 and love it here. The people, community, and beauty of this town have touched our hearts like we never believed.

We are writing to address some concerns that our neighbors have expressed regarding our desire to rent the two apartments adjacent to our primary residence as a short-term rental. There are two efficiency apartments (upstairs/downstairs) that have been on the property for many years. When we purchased the property, they were in disrepair, and we have devoted time each of the past three summers renovating them to rent. They are small apartments with a kitchenette, bed, bathroom, and small living area in each unit. We are not considering renting our primary residence.

The primary concern expressed is that there is not enough parking to accommodate short term renters. We believe there is. We own three vehicles ourselves but believe there is enough parking for six vehicles on our property without encumbering any surrounding properties. (Please see previously emailed pictures). We have purchased parking signs to direct traffic to the designated spaces to reinforce where tenant vehicles may/may not park. Each tenant will be allowed one parking space which should only utilize two of the six spaces. If a tenant brings a trailer with an OHV, they will need to park their vehicle and trailer with the OHV in their allotted space. We will not allow parking on the Gianolas property, nor on the road (10 ½ St) leading up to the properties above us. There will be clear and adequate access to all properties for emergency vehicles. We will communicate our parking requirements clearly and be very diligent once our guests arrive. We truly do not think parking will be an issue.

There also seems to be a concern of increased traffic due to the renters on our quiet street. We are basically at the end of the road with no through traffic beyond our residences. There is a turn off at 10 ½ St. going up to the two properties above us. I do not see our renters overly burdening the traffic flow around our residence or any of the neighbors. The apartments simply are not big enough to accommodate a large number of guests and vehicles. One apartment has a king size bed, the other has a queen size bed and a small futon. They will not sleep more than one 2-3 people each. I envision one vehicle per apartment and very limited traffic. If there is room in the designated spaces for an OHV, we will allow it. Otherwise, they will be directed to the overflow lots on CR 20 and CR 30. In reference to the concern of dogs, we have made it a policy not to allow dogs or pets.

We understand the concerns of those around us and want to be good neighbors. We will provide the OHV rules and regulations with our guests so that they may be well informed visitors of Lake City and

will direct them to the Visitor's Center and Chamber of Commerce, which we have joined, to answer specific questions. We plan to be on site as much as possible directing, educating, and helping our tenants. We share the values and concerns of our neighbors and will work hard to be sure our guests are respectful toward all surrounding us and beyond.

Thank you for your time to consider this matter.

Respectfully,

Roger Presnall

Minutes

Meeting Name: Regular BOT Meeting

Meeting Start Time: 5:30 PM MDT

Meeting Start Date: 4/20/2022

Meeting End Time: 8:08 PM MDT

Meeting End Date: 4/20/2022

Meeting Location: 230 N. Bluff Armory Multi-purpose Room

Agenda:

I. Regular Workshop–Start time 5:37pm

- A. Discussion about Lake City Decorative Lamp Posts Lighting
- B. Discussion about Variance for Pete's Lake LLC for Common Water and Sewer Taps
- C. Discussion about Judson Hollingsworth's Resignation from the Board of Trustees
- D. Discussion about the Purchasing of County Senior Van for Parks and Recreation
- E. Discussion about Setting Date for Arbor Day and Approving Arbor Day Proclamation
- F. Discussion about the Application to Fill Vacancy on Planning and Zoning Commission by Michelle Pierce
- G. Discussion about Committee Appointments
 - a. Chamber of Commerce
 - b. Marketing Committee
 - c. DIRT
 - d. Gateway Communities Advisory Group
 - e. High Alpine Region Team
 - f. Region 10
 - g. MAC Group
 - h. Lake San Cristobal Water Activity Enterprise

Workshop end time -7:18 pm

- II. Regular Meeting Start time 7:30pm
- A. Call to Order
- B. Roll Call Present: Mayor Roberts and Trustees Bruce, Heaton, Kendall, and Woods. Absent: Trustee Hamel.
- C. Approval of Minutes –April 6, 2022. Motion made by Trustee Heaton, seconded by Trustee Bruce. The motion passed with all present voting yes in a roll call.
- D. Approval of Bills Payable totaling \$31,180.28. Motion made by Trustee Woods, seconded by Trustee Heaton. The motion passed with all present voting yes in a roll call vote.

E. Committee Reports:

- Lake San Cristobal Water Activity Enterprise (Woods) Agreed to sell United Companies 2.68 acre feet for \$2990.00 for the Highway 149 paving project.
- Historic Preservation Commission (Fox) 5 COA's approved in March and April.
 Appointments for the HPC are as follows: Chairman Joseph Fox, Vice-Chairman Debra Goodman, and Secretary Jodi Lindsey.
- 3. Chamber of Commerce
- 4. Marketing Committee
- 5. DIRT
- 6. Gateway Communities Advisory Group
- 7. High Alpine Region Team
- 8. Region 10
- 9. Planning and Zoning (Dozier)
- 10. Mayor/Trustee Reports
- F. Correspondence Received None
- G. Citizen Communication None
- H. Additions to the Agenda None

III. Action Items

- A. Discussion and Possible Action to Approve Variance for Pete's Lake LCC for Common Water and Sewer Taps. Postponed.
- B. Discussion and Possible Action to Accept Judson Hollingsworth Resignation from the Board of Trustees and Declare a Vacancy on the Board of Trustees. Motion made by Trustee Woods, seconded by Trustee Kendall. Motion passed with all present voting yes in a roll call vote.
- C. Discussion and Possible Action to Approve the Date for Arbor Day as June 2nd at 10:00am and to Approve Arbor Day Proclamation. Motion made by Trustee Heaton, seconded by Trustee Bruce. Motion passed with all present voting yes in a roll call vote.
- D. Discussion and Possible Action to Approve the Committee Appointments as Follows:
 - 1. Lake San Cristobal Water Activity Enterprise Trustee Henry Woods
 - 2. Chamber of Commerce Trustee Kendall
 - 3. Marketing Committee Trustee Diane Bruce
 - 4. DIRT Trustee Hamel
 - 5. Gateway Communities Advisory Group No one Appointed at this time.

6.	High Al	nine Re	gion Team	- Trustee	Henry '	Woods

- 7. Region 10 Trustee Jeff Heaton
- 8. MAC Group Trustee Diane Bruce.

Motion made by Trustee Bruce, seconded by Trustee Kendall. Motion passed with all present voting yes in a roll call vote

E. Discussion and Possible Action to Appoint Michelle Pierce to the Planning and Zoning Commission. Motion made by Trustee Bruce, seconded by Trustee Woods. Motion passed with all present voting yes in a roll call vote.

Adjournment – 8:08 pm.	
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	Mayor
ATTEST:	
	Town Clerk

Town of Lake City Bills Payable 5/4/2022

	5/4/2022		
Vendor Name	Description	Invoice Amount	GL
1 Aflac	E2Z01 Insurance	\$494.20	GF
2 Alpine Surveying	Survey of North & West boundary of Trujillo & Carder Property	\$1,010.00	GF
3 Alpine Surveying	Survey of NW and SW corners of lots 22-32, block 21 by med center	\$240.00	WS
4 Aqua Smart, Inc.	24x 50lb pails of seaquest - dry	\$3,900.00	WS
5 Aqua Smart, Inc.	Freight for seaquest	\$1,171.37	WS
6 Blue Spruce Building Materials, Inc	Office - Black spray primer and brush foam	\$8.38	GF
7 Blue Spruce Building Materials, Inc	Rec operating supplies	\$347.49	GF
8 Blue Spruce Building Materials, Inc	Janitorial Supplies	\$14.98	GF
9 Blue Spruce Building Materials, Inc	R&M supplies comm fac and parks	\$9.05	GI
O Blue Spruce Building Materials, Inc	308 - Rec rebar 1/2x20'	\$3,948.56	GI
1 Blue Spruce Building Materials, Inc	PW- R&M supplies for streets and allies	\$1,516.85	W
2 Blue Spruce Building Materials, Inc	Recreation Supplies	\$50.96	GI
3 Blue Spruce Building Materials, Inc	Operating supplies ski hill	\$26.53	G
4 Blue Spruce Building Materials, Inc	PW - R&M supplies WWTP	\$344.49	W
5 Card Member Service	CML Conference registration Dave Roberts and Henry Woods	\$713.00	G
6 Card Member Service	CML AirBNB for 4 People	\$885.02	GI
7 Card Member Service	zoom annual fee and cloud recording	\$2,098.13	G
8 Card Member Service	CAMCA membership	\$22.00	G
9 Card Member Service	Google suite	\$144.00	G
O Card Member Service	Billflash	\$405.45	G
1 Card Member Service	CML Conference registration Vance Lipsey	\$338.00	G
2 Card Member Service	CML AirBNB for 4 people	\$885.02	G
3 Card Member Service	Bestar office desk	\$732.81	G
4 Card Member Service	Western - Lex mistaken charge and reimbursed the town	\$100.00	G
5 Card Member Service	Overnight prints TOLC Business Cards	\$49.58	G
6 Card Member Service 7 Card Member Service	Interest charges	\$126.14	G
Card Member Service	USPS Election Overnight postage Election judges supplies	\$71.35 \$234.06	G G
9 Card Member Service	Home Depot - operating supplies	\$244.95	G
Card Member Service	Amazon Revive Fertilizer	\$244.93 \$19.39	G
Card Member Service	Amazon kevive refulizer Amazon commercial mop bucket	\$65.98	G
2 Card Member Service	GF VL LRG Cat and deck light	\$178.04	G
3 Card Member Service	Boomabandz	\$97.50	G
4 Card Member Service	Century BOB VS.	\$599.99	G
5 Card Member Service	Pickle ball equipment	\$431.58	G
6 Card Member Service	Parks & Wildlife OHV registration renewal	\$25.25	G
7 Card Member Service	Sirius XM	\$23.56	G
3 Card Member Service	Garmin services	\$34.95	G
9 Card Member Service	PW- UPS freight WWTP	\$194.63	W
Card Member Service	PW- Google microsoft app for tablet	\$6.99	W
L CDPHE	Biosolids annual fee for reporting year ending 13-31-21 for permit CO00	\$139.39	W
2 City of Gunnison	Water Lab Fees	\$25.00	W
3 City of Gunnison	Wastewater lab fees	\$35.00	W
1 City of Gunnison	WWTP Modifications Water Lab Fees	\$1,071.00	W
Colorado Water Resources	Principal D15F360 drinking water revolving loan	\$8,333.33	W
Grand Junction Pipe & Supply	6-3/4 comp union, 5 -1 comp x mip coup	\$279.75	W
' Grand Junction Pipe & Supply	10x 3/4strt coup, 4x 1 comp strt coup, 50x 3/4 SS ins stfnr	\$456.70	W
B Hinsdale County	Waddington - Steam Culvert	\$902.50	G
JC Propane, Inc	Armory propane	\$472.85	G
) Michelle Pierce	Consulting Services	\$4,575.00	G
Paradise Property	steamer use on town lines 2hrs/ camera use	\$360.00	W
2 SGS North America, Inc	Colorado drinking water 11 METALS, flouride	\$208.70	W
3 SGS North America, Inc	Colorado drinking water SOC suite, volatile organics	\$1,212.54	W
1 Silver World Publishing	Bills payable and classified board vacancy	\$182.80	G
S Slumgullion Gift Gallery	4 office paintings	\$290.00	G
5 UNCC	RTL Transmissions	\$53.30	W
7 USA Blue Book	Flag wire staff green and blue, green paint, and white inverted paint	\$141.27	W
B USA Blue Book	3 cases of blue inverted paint	\$320.75	W
9 Western Gravel Constructors, LLC	3rd st Pedestrian and Drainage Project 3/25/22 to 4/26/22	\$167,930.52	G
	Total Bills Payable 05/04/2022	\$208,800.63	

MAYOR

Partial Payment Estimate 1

Owner Town of Lake City
Project Name 3rd St Pedestrianand Drainge Project
Project # 23963
Contractor Western Gravel Constructors LLC

Estimate Period 3/25/22 - 4/26/22

1 Oringal Contract Amo	unt	\$	889,040.00
2 Change Orders		\$	98,459.00
3 Revised Contract Amo	ount	\$!	987,499.00
4 Work Completed to D (détailed breakdown		\$:	163,126.70
5 Stored Materials (detailed breakdown	attached)	\$	13,642.27
6 Sub Total		\$:	176,768.97
7 Retainage	5%	\$	8,838.45
8 Previous Payments			
9 Amount Due		\$ 1	67,930.52

The undersigned Contractor certifies that to the best of his knowledge information, and belief, the Work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner and that current payment shown herein is now due.

Western Gravel		
Constructors LLC	Consolidated Consulting	Town of Lake City
(A W		
Del pa	sura	
By V	Ву	Ву
5-1-2022	5/1/22	
Date	Date	Date

Town of Lake City						_							4
23963 3rd St Pedestrian and Drainage Project	ıge Projeα	**						i					6
PAY DETAIL					i								q
Pay Period 1	3/24/-4/25/22	25/22											0
				Contract Amts	t Amts		Curr	Current Period	Previou	Previous Requests	Tota	Total Earned	
Description	Units	Qty		Unit Price	Total		QTY	Amt	QTY	Amt	QTY	Amt	
SCHEDIIIEA										\$0.00	%U U	\$0.00	
201-00000 CLEARING AND GRUBBING	0	2	4	5.250.00	\$ 5.25	5.250.00	0.5	\$ 2.625.00		\$0.00	0.50	\$2 625 00	
202-00019 REMOVAL OF INLET	1.0	E	. v	1,000.00		1,000.00				\$0.00	0.00	\$0.00	
202-00035 REMOVAL OF PIPE	76.0	느	45	+-		1,900.00		- \$		\$0.00	00.0	\$0.00	
202-00200 REMOVAL OF SIDEWALK	105.0	λS	\$	-		2,100.00		5		\$0.00	0.00	\$0.00	
202-00201 REMOVAL OF CURB	5.0	4	\$	\vdash		100.001		- \$		\$0.00	00.00	\$0.00	
202-00202 REMOVAL OF GUTTER	141.0	LF	s	-	2	2,820.00		5		\$0.00	00.00	\$0.00	
202-00206 REMOVAL OF CURB RAMP	0.0	λS		┈	\$,		- \$		\$0.00	00.00	\$0.00	
202-00210 REMOVAL OF CONCRETE PAVEMEN	35.0	λ	\$	20.00		700.00		- \$		\$0.00	0.00	\$0.00	
202-00220 REMOVAL OF ASPHALT MAT	1753.0	λS	s	20.00		35,060.00		- \$		\$0.00	0.00	\$0.00	
202-00806 REMOVAL OF WALKWAY	448.0	5	\$	20.00		8,960.00	301.3	\$ 6,026.00		\$0.00	301.30	\$6,026.00	
202-04001 PLUG CULVERT	1	EA	\$	1,500.00		1,500.00		- \$		\$0.00	0.00	\$0.00	
203-00010 UNCL EXC-IN PLACE	1325	ζ	\$	40.00		53,000.00	57	\$ 2,280.00		\$0.00	57.00	\$2,280.00	
203-01597 POTHOLING	10.0	HR	\$	90.00		900.006	17	\$ 1,530.00		\$0.00	17.00	\$1,530.00	
208-00035 AGGREGATE BAG	416	LF	\$	18.00		7,488.00	188	\$ 3,384.00		\$0.00	188.00	\$3,384.00	
208-00046 PRE-FAB CONCRETE WASHOUT	1	EA	\$	3,000.00		3,000.00	0.5	\$ 1,500.00		\$0.00	0.50	\$1,500.00	
208-00070 VEHICLE TRACKING PAD	T	EA	❖		Ţ	1,814.00		- \$		\$0.00	0.00	\$0.00	
208-00103 RMV DISPOSE SEDIMENT- LABOR	14.0	H	\$	60.00		840.00		\$		\$0.00	0.00	\$0.00	
208-00105 RMV DISPOSE SEDIMENT-EQUIPME	4.5	Ή	৵			765.00		\$		\$0.00	0.00	\$0.00	
208-00107 REMOVAL OF TRASH		Ħ	s	\rightarrow		700.00		\$		\$0.00	0.00	\$0.00	
208-00207 EROSION CONTROL MANAGEMENT		à	\$			3,800.00	S	\$ 1,000.00		\$0.00	2.00	\$1,000.00	
210-00427 RESET PIPE HANDRAILING	5.0	4	δ.		\$ 3,10	3,100.00		1		\$0.00	0.00	\$0.00	
210-04010 ADJUST MANHOLE	3.0	Æ	\$			1,650.00		- \$		\$0.00	0.00	\$0.00	
210-04050 ADJUST VALVE BOX	22.0	EA	s		∞]	8,250.00		,		\$0.00	0.00	\$0.00	
210-00810 RESET GROUND SIGN	2.0	EA	ς,	145.00		290.00		- \$		\$0.00	0.00	\$0.00	
213-00500 TREE GRATE	3.0	EA	\$	1,000.00		3,000.00		- \$		\$0.00	0.00	\$0.00	
240-00000 WILDLIFE BIOLOGIST	4.0	품	\$	_	Η	1,140.00	2.5	\$ 712.50		\$0.00	2.50	\$712.50	
240-00010 REMOVAL OF NESTS	2.0	HR	⋄	285.00		570.00		\$!	\$0.00	0.00	\$0.00	
304-02005 AGG BASE COURSE-CLASS 2	360.0	ζ	ς,	70.00		25,200.00		- \$		\$0.00	00.00	\$0.00	
304-06007 AGG BASE COURSE-CLASS 6	470.0	ζ	Ş	70.00		32,900.00	25	\$ 1,750.00		\$0.00	25.00	\$1,750.00	
403-34723 HMA -3"	1602.0	λS	\$	53.00		84,906.00		- \$		\$0.00	00.00	\$0.00	
506-00218 RIPRAP- 18"	3.0	ζ	\$	300.00	\$ 90	900.00	m	\$ 900.000		\$0.00	3.00	\$900.00	
514-00025 PIPE AND REDWOOD RAILING	0.9	ΓĿ	\$	365.00		2,190.00		- \$		\$0.00	00.00	\$0.00	
604-13005 INLET TYPE 13-5'	7.0	EA	\$	5,335.00		37,345.00		- \$		\$0.00	00.00	\$0.00	
604-39000 MANHOLE SPECIAL	2.0	EA	\$	5,835.00	\$ 29,17	29,175.00	<u> </u>	- \$		\$0.00	0.00	\$0.00	
607-11525 FENCE-PI ASTIC	1532.0	5	\$	2.00		3,064.00	20	\$ 100.00		\$0.00	20.00	\$100.00	

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608-00005 CONCRETE SIDEWALK- STAMP/COLO	608-00006 CONCRETE SIDEWALK 6"	608-00015 DETECTABLE WARNINGS	608-10000 SIDEWALK DRAIN	609-20000 CURB TYPE 2- SECTION B STAMP/CO	609-24004 GUTTER TYPE 2- 4'	609-24006 GUTTER TYPE 2- 6'	614-00011 SIGN PANEL	614-01503 SIGN SUPPORT - 2" ROUND	614-01583 SIGN SUPPORT - 2 1/2" ROUND	619-50960 12" PIPE	619-51200 15" PIPE	619-51290 18" PIPE	620-00020 SANITARY FACILITY	625-00000 CONSTRUCTION SURVEYING	626-00000 MOBILIZATION	630-00016 TRAFFIC CTL SPECIAL		Schedule A Total		SCHEDULE B	201-00000 CLEARING AND GRUBBING	202-00200 REMOVAL OF SIDEWALK	202-00206 REMOVAL OF CONCRETE CURB RAM	202-00220 REMOVAL OF ASPHALT MAT		208-00035 AGGREGATE BAG	208-00103 RMV DISPOSE SEDIMENT- LABOR		208-00107 REMOVAL OF TRASH	208-00207 EROSION CONTROL MANAGEMENT			304-06007 AGG BASE COURSE-CLASS 6	403-34723 HMA -3"	608-00006 CONCRETE SIDEWALK 6"	609-24004 GUTTER TYPE 2 -4'	620-00020 SANITARY FACILITY	625-00000 CONSTRUCTION SURVEYING	626-00000 MOBILIZATION	630-00016 TRAFFIC CTL SPECIAL	Schedule B Total

 20.2					
\$49.03		\$ 163,126.70			
	;				
		-			
\$ 49.03		\$ 163,126.70			
		\$ 987,499.00	:		
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700-70016 Fuel Cost Adjustment (see worksheet)		Total Schedule A + B + FCA			
700-7001					

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MONTHLY	FUEL COST	ADJUSTMEN	T WORKSHEE	-T	
Estimate Date:			Estimate Number		
	e cal month prior to the	ne cal month in which b	ids are opened(BP), \$/gal	2.40	
Price Index for the cal month p	rior to the cal month in	which the partial est p	ay period ends(EP), \$/gal	3.82	
Quant	ities paid on	current mon	th estimate		
		s only (FF=0.00			
Item De	scription	Square Yards	Depth (inches)	Square Yard - Inches	
		0	0.00		

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			***************************************	0	

		Total Sq	uare Yard - Inches	0	
			l Cost Adjustment		
203 items (except rock ex	cavation) -				
Earthwork (muck excavation	,	203 - Rock	Excavation items	only (FF = 0.39	
excavation), embankment, I	oorrow (FF =		gal/cy)	, , (
0.29 gal/cy)	•		3		
Item Description	Cubic Yards	Item De	escription	Cubic Yards	
Unclassified Excavation	57			0	

Total Cubic Yards	57	7	Total Cubic Yards	0	
Fuel Cost Adjustment	\$21.45	Fue	Cost Adjustment	\$0.00	
206 items - Structure Exca	votion and	204 itomo A	raragata Basa Ca	ourse (all classes)	
Backfill (FF = 0.29 ga		304 Itellis - Mi			
			(FF = 0.85 gal/c)	;y)	
Item Description	Cubic Yards	Item De	Cubic Yards		
	0	Aggregate Base Co			
		Aggregate Base Co	ourse (Class 6)	25	

Total Cubic Yards	0		Total Cubic Yards	25	
Fuel Cost Adjustment			Cost Adjustment	\$27.58	
307 - Processing Lime Treat	_			of HMA Pavement	
(all depths) items (FF = 0.			all depths) (FF = (
Item Description	Square Yards	item De	scription	Square Yards	
***************************************	Y			0	
***************************************			***************************************	**	

Total Square Yards	0		tal Square Yards	0	
Fuel Cost Adjustment	\$0.00	Fuel	Cost Adjustment	\$0.00	

. 4. . . .

403 items - Hot including Stone Mas 2.47		· · · · · ·	405 - Heating	& Scarifying iten gal/sy)	ns only (FF = 0.44
Item Description		Tons	Item De	escription	Square yards
Hot Mix Asphalt SX75 PG	58-28				0

*	Total Tons	0	Т	otal Square Yards	0
Fuel Cost A	djustment	\$0.00	Fue	l Cost Adjustment	\$0.00
406 item	s - Cold B	ituminous Pav	ement (Recycle	e) (FF = 0.01 gal/s	y inch)
	Item De:	scription	Square Yards	Depth (inches)	Square Yard - Inches
			0	0.00	C
					0
					0
				***************************************	<u></u>
Robert Hard			***************************************		[0
			Total Sa	uare Yard - Inches	
				Cost Adjustment	
412 items - F	Portland C	ement Concret		CCP) (FF = 0.03 g	· · · · · ·
	Item Des	scription	Square Yards	Thickness (inches)	Square Yard - Inches
			0	0.00	0
					C
					0
					0
					0
			7.4.10		0
<u></u>				uare Yard - Inches I Cost Adjustment	0 \$0.00
Tota	I Fuel Co	ost Adiustme	ent (FA) for E		\$49.03
Prepared by:					— • • • • • • • • • • • • • • • • • • •
Date Prepared:		- 3	Reference #		

Instructions: Enter data in the yellow cells to calculate the fuel cost adjustment

- This spreadsheet calculates adjustments for fuel cost changes only
- Enter the estimate cutoff date and estimate number (date may be entered as xx/xx/xx, xx-xx-xx, or as Month xx, xxxx the worksheet will convert the format).

Ave fuel price index for the calendar month prior to the calendar month in which bids are opened(BP).

Ave fuel price index for the calendar month prior to the calendar month in which the partial est pay period ends(EP).

- For fuel cost-adjustable items (see specification), enter the item description and the quantity paid for each item on the current estimate.
- Check to see how Aggregate Base Course is paid. If it is paid for by the ton, convert to cubic yards by multiplying ton quantity by 0.557.
- This form automatically takes the +/- 5% "trigger" shown in the spec into account.
- If the total fuel cost adjustment is positive or negative, enter the amount shown as a fuel cost adjustment pay item on the estimate (negative numbers are red and in parentheses).
- Enter the Date Prepared and the Reference # (The reference number is determined by the Project Engineer to reference the report).
- Print this form, sign it, and include it in your project documentation.

Town of Lake City 23963 3rd St Pedestrian and Drainage Project Materials on Hand Pay Period 1

Date	Vendor	Description	Qty		Unit Price Total	
03/31/22	Ferguson Waterworks Ferguson Waterworks Neenah Foundry	SDR 35 12" Pipe HP N12 15" Pipe		84 400	24.033 \$ 2,018.77 24.5 \$ 9,800.00 \$ 1,823.50	
	Total Materials on Hand				\$ 13,642.27	

Town of Lake City Bills Payable 5/18/2022

	Manday Nama	3/10/2022	Incoming Amagazant	CI
	Vendor Name	Description	Invoice Amount	GL
1	Caselle	Contact Support June 2022	\$870.00	GF
	CenturyLink	Townhall phone and fax line	\$219.25	GF
	CenturyLink	ski hill phone	\$57.69	GF
	CenturyLink	well houses Telemetry	\$163.86	WS
	CenturyLink	wastewater telephone	\$105.60	WS
	CenturyLink	well house internet	\$103.00	WS
	Consolidated Consulting Services	3rd street drainage and pedestrian improvements	\$63,254.18	GF
	_	Janitorial Supplies	\$566.43	GF
	DARS Cleaning Supplies Grand Junction Pine & Supply	• •	\$270.93	WS
	Grand Junction Pipe & Supply	PW Repair and Maintenance supplies	\$560.00	WS
	Grand Junction Pipe & Supply	PW- 5 X RNG/CVR 8030	·	GF
	Gunnison County Electric	1905200 160 Spring st Restroom 2218400 230 Bluff st	\$142.29	GF GF
	Gunnison County Electric		\$387.60	
	Gunnison County Electric	2311100 Lake City Ice Wall - CR20 2361100 North Ice wall	\$33.00	GF GF
	Gunnison County Electric		\$35.50	
	Gunnison County Electric	679600 230 Silver	\$35.97	GF GF
	Gunnison County Electric	1287001 5th and Henson Xmas lights	\$35.50	
	Gunnison County Electric	664300 Ski lift	\$57.55	GF
	Gunnison County Electric	155301 #2 Pump on henson creek	\$1,440.72	WS
	Gunnison County Electric	18401 #3 Pump in Cnty Yard	\$1,066.93	WS
	Gunnison County Electric	23800 Lake City Substation water tank	\$35.50	WS
	Gunnison County Electric	551001 Water Tank Hill	\$62.35	WS
	Gunnison County Electric	155201 sewer plant	\$2,481.00	WS
	Gunnison County Electric	1637000 Sewer Plant MTR house North Hotchkiss st	\$59.82	WS
	Hinsdale County	PR - Dump fees	\$25.75	GF
	Hinsdale County	Shared Dumpster half	\$26.25	GF
	Hinsdale County	Road and Bridge Sale of Material - Road Base	\$440.00	GF
	Hinsdale County	PW Dump fees	\$589.90	WS
	Hinsdale County	Fuel -PW	\$795.86	WS
	Mike Young	1 3x6 Banner Bike Trail/Disc Golf	\$180.00	GF
	Verizon	BOT iPads	\$109.14	GF
	Verizon	Employee cell phones	\$193.38	GF
	Verizon	PW Tablet internet	\$45.02	WS
33	Wagner Equipment Co.	Backhoe Parts	\$310.29	WS
34	Xerox Corp	COPIES USEAGE AND RENTAL	\$244.00	GF
		Total Bills Payable 05/18/2022	\$75,021.16	

ATTEST:	MAYOR

TOWN CLERK

MONTHLY REPORT APRIL 2022

Lake City Parks and Recreation

Ski Hill

The disc golf course is back up again for the season. The ski hill is dismantled for the season and stored away. The annual Rocky Mountain Lift Association training in Grand Junction, where Don gets training on everything lift associated, was full this year for the first time ever. The plan was to send him and Danny but that won't be happening this year.

I think there were additional questions about the ski hill revenue and expenses after I left the last meeting. Since opening on Jan 3rd, the ski hill revenue is \$14,702. We also just got the check from the school for \$1500 so total revenue to date is \$16,202. We also received \$2933.50 in donations. That total comes to \$19,135.50. So far, we have spent \$10,419.25 year to date. Danny's wages for his time spent at the hill is around \$2500 which isn't reflected in the above numbers. That makes the total spent closer to \$13,000. If we open before Christmas this year, we will also get another revenue bump from ticket sales and season pass sales. If we would end up spending the entire 2022 ski hill budget of \$27,640 by the end of the year, I'd predict that we will fall short of breaking even by about \$6000. I don't foresee us spending the entire budget.

Armory

Nothing to report

Ice Rink

The ice rink has been dismantled for the season. We are now prepping for the installation of the concrete pad that Western Gravel should pour sometime at the end of the third street project. We plan to tie all the rebar.

Ice Park

The base areas at both ice parks have been cleaned up for the season. When all the ice melts at the tops of the walls we will clean up hoses. We are going to pour 12 little concrete pads with hooks in them so the warming tents can be properly secured to the ground in the winter rather than using 5 gallon buckets of sand. We had issues with wind and snow moving the tents. The surveyor marked the corners of the Trujillo property and also several corners on the Cheney/Comnet property. The climbers definitely walk across private property accessing the pumphouse park wall. Our plan is to contact the private property owner as soon as possible.

Trees

We planted 5 cottonwood trees along the fence line on 2nd street going towards the brewery where public works did all the street work. I'll buy another tree or two for the Arbor Day event on June 2nd. I'm not sure where I'll put those yet. I contacted Tyler the tree trimmer and he's in the process of scheduling us for trimming this season. The Colorado State Forest Service was here in April, and we did the annual tree survey of the Town. The 300 and 400 block of Silver St. will get most of the trimming this year based on highest priority trees. I also contacted the tree spraying service that we always used out of Montrose. We have lots of Town trees that are infested with scale and spider mites. They will spray for these insects when the wind dies down at some point. I told them not to spend more than \$2000.

Parks

We still have no word on the restroom grant for Town Park. We are opening the bathrooms for the season on April 29th. I fertilized both parks and we raked and picked up piles of sticks. The annual Easter Egg hunt was held on Saturday April 16th. There were 2000 eggs and it took place in 4 different locations, Town Park for 0-3 year olds, Museum for 4-6, Armory/Bank block for the 7-9 year olds, and the Henson Creek trail for the 10-12 year olds. It was very well attended.

Public Works Report

April, 2022

For the month of April, the Town of Lake City produced 11,129,200 gallons of safe drinking water and the Wastewater Treatment Plant processed 1,827,127 gallons of wastewater. For the same period last year the Town produced 10,949,000 gallons of water and processed 1,864,384 gallons of wastewater.

Water: With an early season Public Works has been extremely busy this April. We have had two new taps installed in April and many calls about new construction that will be hooked on to the system. It is looking like it will be a very busy summer. We have been working on the backflow program for 2022 and had to have a few costumers install backflow prevention that needed it. This program is now has a good data base to work on in the future. We have been working ahead of the 3rd street project in case any water mains or services get damaged so that we have a rapid response. Many of people may be aware of the incident that happened at the Bank but for those who were not informed here is what happened. Centurylink/Lumen hired a company to install a fiber main to the Bank building. Their goal was to bore in conduit for the Bank and install a handhold. The contractors ended up hitting the water service to the bank and breaking the service line under the boardwalk. The contractors were responsible to repair the service line but were inexperienced in the installation of water services. Public Works assisted in the repair to ensure the line was installed properly. We also completed the read and lockout list.

<u>Wastewater:</u> We had some sewer issues in Wade's addition that required some repairs on Park Street. Tree roots damaged two consumers' taps and damaged the main as well. Contractors worked to repair the service lines as Public Works worked on repairing the Main. This main was part of the original sewer line installation form the 1960's. The repair was successful and things are back in normal operation. After some investigation we found five manholes that were lost to time that service many people north of Town. This came about due to the highway 149 paving project. The manholes have been added to the master map. One of the manholes was covered by asphalt making it unusable. We worked to expose for the upcoming paving project.

Streets and Alleys:

I feel we spent most of April on streets and alleys. I purchased new signage for many of our ADA parking places. New stop signs and speed limit signs were posted all over town as well. We also worked to improve drainage on Ocean Wave Drive starting by the Highway. More work will happen in May. We are also preparing for some asphalt patching that will happen all over Town and in the Ballflats as well as yearly road maintenance.

Other:

We also assisted Parks and Rec with some projects and clean up as well. Parks also requested that we get the sprinklers running for the summer a little bit early this year. We have also spent a lot of time on the 3rd Street project.

Respectfully Submitted, Jameson Johnston Public Works Director

TOWN OF LAKE CITY COMBINED CASH INVESTMENT APRIL 30, 2022

COMBINED CASH ACCOUNTS

999-102-000-000	CASH (CHECKING)		47,967.25
999-104-100-000	SAVINGS (MONEY MARKET ACCOUNT)		2,562,337.65
999-104-200-000	CERTIFICATES OF DEPOSIT		30,523.78
999-104-300-000	COLOTRUST		207,754.45
999-175-000-000	CASH CLEARING - UTILITIES	(42,866.89)
	TOTAL COMBINED CASH		2,805,716.24
999-100-000-000		(2,805,716.24)
	TOTAL UNALLOCATED CASH		.00
	CASH ALLOCATION RECONCILIATION		
100	ALLOCATION TO GENERAL FUND		1,315,294.28
600	ALLOCATION TO WATER & SEWER FUND		1,490,421.96
	TOTAL ALLOCATIONS TO OTHER FUNDS		2,805,716.24
	ALLOCATION FROM COMBINED CASH FUND - 99-100-000-000	(2,805,716.24)
	ZERO PROOF IF ALLOCATIONS BALANCE		.00

TOWN OF LAKE CITY BALANCE SHEET APRIL 30, 2022

	ASSETS				
100-100-000-000	CASH IN COMBINED FUND			1,315,294.28	
100-101-000-000	PETTY CASH			356.00	
100-105-000-000	TAXES RECEIVABLE			64,217.00	
100-132-000-000	DUE FROM OTHER GOVERNMENTS			.10	
	TOTAL ASSETS			=	1,379,867.38
	LIABILITIES AND EQUITY				
	LIABILITIES				
100-200-000-000	FACILITY RENTAL DEPOSITS			1,500.00	
100-201-000-000	ENCROACHMENT DEPOSITS			3,000.00	
100-216-000-000	ACCRUED WAGES			6,095.56	
100-217-000-000	MEDICARE PAYABLE			413.09	
100-217-100-000	FEDERAL WITHHOLDING PAYABLE			5,332.61	
100-217-200-000	STATE WITHHOLDING PAYABLE			666.00	
100-217-300-000	RETIREMENT PAYABLE			1,030.76	
100-217-400-000	ACC INSURANCE PAYABLE			13,228.02	
100-222-100-000	DEFERRED PROPERTY TAXES			64,217.00	
	TOTAL LIABILITIES				95,483.04
	FUND EQUITY				
100-280-000-000	FUND BALANCE		1,248,463.72		
100-280-100-000	CREATED BY POSTING		128,000.00		
100-280-400-000	EMERGENCY RESERVE-TABOR		21,842.00		
	REVENUE OVER EXPENDITURES - YTD	(113,921.38)		
	BALANCE - CURRENT DATE		_	1,284,384.34	
	TOTAL FUND EQUITY			_	1,284,384.34
	TOTAL LIABILITIES AND EQUITY			_	1,379,867.38

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	TAXES					
100 011 000 000		00 004 07	00 004 07	04.470.00	00.044.00	54.0
100-311-000-000	PROPERTY TAXES	33,261.67	33,261.67	64,176.00	30,914.33	51.8
100-312-000-000	SPECIFIC OWNERSHIP TAX	1,174.84	1,174.84	5,000.00	3,825.16	23.5
100-313-100-000	SALES TAX	27,047.77	49,035.54	500,000.00	450,964.46	9.8
100-314-100-000	MOTOR VEHICLE SALES TAX	23.20	116.00	3,000.00	2,884.00	3.9
100-314-200-000	CIGARETTE TAX	.00	580.47	900.00	319.53	64.5
100-314-300-000	BUILDING USE TAX	.00	.00	30,000.00	30,000.00	.0
100-316-100-000	FRANCHISE TAX (PHONE CO.)	.00	.00	10,000.00	10,000.00	.0
100-319-000-000	PENALTIES AND INTEREST	1.28	1.28	500.00	498.72	.3
	TOTAL TAXES	61,508.76	84,169.80	613,576.00	529,406.20	13.7
	PERMITS AND FEES					
100-321-100-000	LIQUOR LICENSE FEE	1,150.00	2,278.75	2,000.00	(278.75)	113.9
100-321-100-000	BUILDING PERMITS	3,025.42	3,025.42	11,000.00	(278.75) 7,974.58	27.5
100-322-100-000	SIGN PERMITS	.00	.00	100.00	100.00	.0
100-322-110-000	LODGING PERMIT	1,775.00	4,025.00	1,900.00	(2,125.00)	211.8
100-322-200-000	BUSINESS LICENSE	190.00	1,285.00	1,000.00	(285.00)	128.5
100-322-800-000	SPECIAL USE PERMITS	.00	375.00	.00	(375.00)	.0
	TOTAL PERMITS AND FEES	6,140.42	10,989.17	16,000.00	5,010.83	68.7
	INTERGOVERNMENTAL REVENUE					
100-334-000-000	GRANT MONIES	.00	.00	1,051,020.00	1,051,020.00	.0
100-334-100-000	MINERAL LEASE/SEVERANCE TAX	.00	.00	1,500.00	1,500.00	.0
100-334-300-000	COVID RELIEF FUND	.00	.00	35,041.29	35,041.29	.0
100-335-100-000	MOTOR VEHICLE SPECIAL ASSESS	810.00	1,667.50	1,500.00	(167.50)	111.2
100-335-200-000	HIGHWAY USERS TAX	.00	3,995.50	25,000.00	21,004.50	16.0
	TOTAL INTERGOVERNMENTAL REVENUE	810.00	5,663.00	1,114,061.29	1,108,398.29	.5
	RECREATION REVENUE					
100-341-800-000	SALE OF COPIES	1.80	1.80	.00	(1.80)	n
100-347-800-000	RECREATION PROGRAM FEES	640.00	5,790.00	2,000.00	(3,790.00)	.0 289.5
100-347-810-000	RECREATION FROGRAM FEES RECREATION FEES (SKI HILL)	1,500.00	16,202.00	9,000.00	(7,202.00)	180.0
100-347-811-000	REC FEES (SKI HILL DONATIONS)	341.00	3,274.50	1,000.00	(2,274.50)	327.5
100-347-820-000	ICE WALL EVENTS	.00	1,903.00	2,000.00	97.00	95.2
100-347-825-000	ICE WALL DONATIONS	1,253.00	4,808.50	1,000.00	(3,808.50)	480.9
	TOTAL RECREATION REVENUE	3,735.80	31,979.80	15,000.00	(16,979.80)	213.2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	COURT REVENUE					
100-351-000-000	COURT FINES	111.00	434.00	1,500.00	1,066.00	28.9
	TOTAL COURT REVENUE	111.00	434.00	1,500.00	1,066.00	28.9
	OTHER REVENUE					
100-361-100-000	EARNINGS ON DEPOSITS	.00	883.23	2,000.00	1,116.77	44.2
100-362-200-000	RENTS FROM BUILDINGS	3,060.00	3,626.66	3,000.00	(626.66)	120.9
100-363-000-000	DEPOSITS FOR W&S SERVICE	.00	1,360.00	.00	(1,360.00)	.0
100-364-000-000	REFUNDS	.00	310.29	.00	(310.29)	.0
100-366-100-000	HISTORIC PRESERVATION COA	100.00	200.00	500.00	300.00	40.0
100-369-000-000	MISCELLANEOUS REVENUES	200.00	600.00	1,000.00	400.00	60.0
	TOTAL OTHER REVENUE	3,360.00	6,980.18	6,500.00	(480.18)	107.4
	SOURCE 37					
100-370-000-000	TRANSFER FROM OTHER FUNDS	.00	.00	15,445.00	15,445.00	.0
	TOTAL SOURCE 37	.00	.00	15,445.00	15,445.00	.0
	TOTAL FUND REVENUE	75,665.98	140,215.95	1,782,082.29	1,641,866.34	7.9

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	TOWN ADMIN					
100-411-100-111	SALARIES - BOT	700.00	1,950.00	8,000.00	6,050.00	24.4
100-411-100-144	FICAMEDICARE - BOT	5.08	24.67	130.50	105.83	18.9
100-411-100-145	PERA - BOT	99.62	277.51	1,250.00	972.49	22.2
100-411-100-330	PUBLICITY, DUES, & SUBS BOT	.00	.00	500.00	500.00	.0
100-411-100-347	COMPUTER HARDWARE/SOFTWARE	.00	69.99	4,000.00	3,930.01	1.8
100-411-100-350	PROFESSIONAL SERVICES- BOT	4,875.00	15,350.00	82,125.00	66,775.00	18.7
100-411-100-370	TRAVEL AND MEETINGS - BOT	526.00	1,055.75	1,500.00	444.25	70.4
100-411-100-397	CONTRACT PAYMENTS- BOT	.00	18,500.00	.00	(18,500.00)	.0
100-411-100-400	BOT DONATIONS	5,000.00	7,500.00	105,500.00	98,000.00	7.1
100-411-100-495	MISCELLANEOUS EXPENSES-BOT	.00	(109.14)	300.00	409.14	(36.4)
100-411-400-111	SALARIES -TOWN ADMIN	3,976.20	8,457.15	59,510.00	51,052.85	14.2
100-411-400-142	WORKMEN'S COMPENSATION - TOWN	.00	1,657.50	10,000.00	8,342.50	16.6
100-411-400-143	HEALTH INSURANCE - TOWN ADMIN	1,142.00	5,187.76	7,500.00	2,312.24	69.2
100-411-400-144	FICA-MEDICARE - TOWN ADMIN	46.91	110.74	870.00	759.26	12.7
100-411-400-145	PERA - TOWN ADMIN	1,259.51	4,015.64	11,345.00	7,329.36	35.4
100-411-400-210	OFFICE SUPPLIES - TOWN ADMIN.	.00	(130.83)	1,000.00	1,130.83	(13.1)
100-411-400-220	OPERATING SUPPLIES- TOWN ADMIN	93.15	1,104.96	1,300.00	195.04	85.0
100-411-400-230	R & M SUPPLIES - TOWN HALL	.00	.00	200.00	200.00	.0
100-411-400-311	POSTAGE - TOWN ADMIN.	116.00	(522.60)	700.00	1,222.60	(74.7)
100-411-400-320	PRINTING AND COPYING	255.24	735.85	3,000.00	2,264.15	24.5
100-411-400-330	PROF DUES, SUBS, AND MEMBERSHI	2,016.91	7,714.07	1,500.00	(6,214.07)	514.3
100-411-400-331	LEGAL NOTICES - TOWN HALL	543.40	1,902.20	3,000.00	1,097.80	63.4
100-411-400-345	TELEPHONE/INTERNET - TOWN HALL	219.25	877.04	5,000.00	4,122.96	17.5
100-411-400-346	EMPLOYEE CELL PHONES	287.52	963.35	4,000.00	3,036.65	24.1
100-411-400-347	COMPUTERS AND SOFTWARE R&M	.00	.00	16,000.00	16,000.00	.0
100-411-400-350	PROFESSIONAL SERVICES-TOWN HAL	.00	24,394.56	2,000.00	(22,394.56)	1219.7
100-411-400-352	LEGAL SERVICES	.00	1,804.50	15,000.00	13,195.50	12.0
100-411-400-354	AUDITING - TOWN HALL	.00	.00	8,000.00	8,000.00	.0
100-411-400-360	R & M SERVICES - TOWN HALL	.00	.00	500.00	500.00	.0
100-411-400-370	TRAVEL,TRAINING,MEETING-TOWN H	.00	.00	2,000.00	2,000.00	.0
100-411-400-495	MISC. EXPENSES - TOWN HALL	.00	.00	2,000.00	2,000.00	.0
100-411-400-510	INSURANCE - TOWN HALL	2,714.99	8,144.97	22,000.00	13,855.03	37.0
100-411-400-947	OFFICE EQUIPMENT - TOWN HALL	.00	.00	500.00	500.00	.0
100-411-800-495	MISC EXPENSES	529.74	871.69	.00	(871.69)	.0
	TOTAL TOWN ADMIN	24,406.52	111,907.33	380,230.50	268,323.17	29.4
	MUNICIPAL COURT					
100-412-100-111	SALARIES - MUNICIPAL COURT	1,200.00	3,000.00	6,000.00	3,000.00	50.0
100-412-100-111	FICA-MEDICARE-MUNICIPAL COURT	8.70	34.80	87.00	52.20	40.0
100-412-100-145	PERA - MUNICIPAL COURT	170.76	426.90	510.00	83.10	83.7
100-412-100-143	PUBLICITY,SUBS,DUES - M. COURT	.00	.00		20.00	.0
100-412-100-330	TRAVEL & MEETINGS - M. COURT	.00	.00		750.00	.0
100-412-100-370	MISC. EXPENSES - M. COURT	.00	.00		1,000.00	.0
				-		
	TOTAL MUNICIPAL COURT	1,379.46	3,461.70	8,367.00	4,905.30	41.4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ELECTIONS					
100 111 000 111	ADMIN CONTRACT FUESTIONS	5 540 00	5 540 00	5 000 00	(540.00)	4400
100-414-000-111	ADMIN CONTRACT - ELECTIONS	5,540.00	5,540.00		(540.00)	110.8
100-414-000-220	OPERATING SUPPLIES - ELECTIONS	1,585.69	1,585.69	2,500.00	914.31	63.4
100-414-000-352	LEGAL FEES-ELECTION	.00	.00	500.00	500.00	
	TOTAL ELECTIONS	7,125.69	7,125.69	8,000.00	874.31	89.1
	COMMUNITY FAC & PARKS					
100-419-400-220	OPERATING SUPPLIES	604.88	826.77	13,000.00	12,173.23	6.4
100-419-400-223	JANITORIAL SUPPLIES-COMMFAC&PA	22.17	183.83	2,300.00	2,116.17	8.0
100-419-400-230	R & M SUPPLIES-COMM FAC &PARKS	.00	664.68	2,500.00	1,835.32	26.6
100-419-400-341	ELECTRICITY - COMM FAC & PARKS	997.98	3,575.76	6,200.00	2,624.24	57.7
100-419-400-344	PROPANE - COMM FACILITIES&PARK	(623.40)	4,895.26	15,000.00	10,104.74	32.6
100-419-400-356	ICE WALL-COMM FAC&PARKS	3,277.60	8,113.89	6,500.00	(1,613.89)	124.8
100-419-400-360	R & M SERVICES-COMM FAC& PARKS	1,559.34	6,559.34	22,000.00	15,440.66	29.8
100-419-400-361	TRASH COLLECTION-COMMFAC&PARKS	210.00	521.75	9,000.00	8,478.25	5.8
	TOTAL COMMUNITY FAC & PARKS	6,048.57	25,341.28	76,500.00	51,158.72	33.1
	STREETS & ALLEYS PROGRAMS					
100-431-400-230	R&M SUPPLIES	00	(2.461.00)	5 000 00	7 461 00	(40.2)
100-431-400-231	STREET SURFACE - DUST CONTROL	.00	(2,461.00)	5,000.00 12,000.00	7,461.00 12,000.00	(49.2) .0
100-431-400-360	R&M SERVICES	.00	.00	3,000.00	3,000.00	.0
100-431-400-370	STREET SIGNS	.00	2,461.00	15,000.00	12,539.00	16.4
100-431-400-452	GRAVEL	600.00	600.00	3,000.00	2,400.00	20.0
100-431-400-453	MISC MAINT OF CONDITION	.00	.00	8,000.00	8,000.00	.0
100-431-500-230	R&M SUPPLIES-SNOW REMOVAL	.00	.00	5,000.00	5,000.00	.0
100-431-500-360	R&M SERVICES - SNOW REMOVAL	.00	10,212.35	25,000.00	14,787.65	40.9
100-431-800-111	SALARIES-S&A ADMIN	3,042.23	8,711.62	31,000.00	22,288.38	28.1
100-431-800-143	HEALTH INSURANCE-S&A ADMIN	4.39	1,050.84	5,608.80	4,557.96	18.7
100-431-800-144	FICA-MEDICARE-S&A ADMIN	26.34	106.98	450.00	343.02	23.8
100-431-800-145	PERA-S&A ADMIN	432.90	1,239.64	4,410.00	3,170.36	28.1
100-431-800-146	TREASURER'S FEE S&A ADMIN	665.26	665.26	1,300.00	634.74	51.2
100-431-800-340	ELECTRIC-5TH ST PED BRIDGE	36.84	112.77	500.00	387.23	22.6
	TOTAL STREETS & ALLEYS PROGRAMS	4,807.96	22,699.46	119,268.80	96,569.34	19.0
	DEPARTMENT 436					
100-436-000-360	ROUND TOP REPAIR & MAINT SERV	.00	.00	1,500.00	1,500.00	.0
	TOTAL BERARTMENT (00					
	TOTAL DEPARTMENT 436	.00	.00	1,500.00	1,500.00	.0

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	RECREATION					
100-451-100-111	SALARIES - REC DEPT	8,212.29	27,526.19	80,560.00	53,033.81	34.2
100-451-100-112	PT SEASONAL	193.50	193.50	9,900.00	9,706.50	2.0
100-451-100-143	HEALTH INSURANCE - REC DEPT	1,047.34	8,433.49	18,696.00	10,262.51	45.1
100-451-100-144	FICA-MEDICARE - REC DEPT	76.21	376.95	1,250.00	873.05	30.2
100-451-100-145	PERA - REC DEPT	1,166.27	3,893.31	12,900.00	9,006.69	30.2
100-451-100-224	RECREATION SUPPLIES - REC.	1,525.34	1,590.81	10,000.00	8,409.19	15.9
100-451-100-360	R & M SERVICES - RECREATION	.00	.00	15,000.00	15,000.00	.0
100-451-100-370	TRAVEL, TRAINING AND MEETINGS	119.34	215.87	1,500.00	1,284.13	14.4
100-451-200-111	SALARIES - SKI HILL	396.00	6,880.75	9,500.00	2,619.25	72.4
100-451-200-144	FICA-MEDICARE - SKI HILL	.00	74.91	140.00	65.09	53.5
100-451-200-145	PERA - SKI HILL	56.35	791.40	1,500.00	708.60	52.8
100-451-200-220	OPERATING SUPPLIES - SKI HILL	321.66	938.77	6,000.00	5,061.23	15.7
100-451-200-230	R & M SUPPLIES - SKI HILL	.00	124.34	2,500.00	2,375.66	5.0
100-451-200-330	PUBLICITY, SUBS, DUES -SKI HILL	58.51	117.02	600.00	482.98	19.5
100-451-200-341	ELECTRICITY - SKI HILL	157.57	448.28	2,500.00	2,051.72	17.9
100-451-200-345	TELEPHONE - SKI HILL	57.69	229.76	400.00	170.24	57.4
100-451-200-350	PROFESSIONAL SVS - SKI HILL	.00	.00	400.00	400.00	.0
100-451-200-358	INSPECTIONS - SKI HILL	.00	781.85	1,500.00	718.15	52.1
100-451-200-360	R & M SERVICES - SKI HILL	.00	.00	1,000.00	1,000.00	.0
100-451-200-370	TRAVEL AND MEETINGS - SKI HILL	.00	32.17	600.00	567.83	5.4
100-451-200-593	PERMITS - SKI HILL	.00	.00	1,000.00	1,000.00	.0
	TOTAL RECREATION	13,388.07	52,649.37	177,446.00	124,796.63	29.7
	MARKETING					
100-455-100-330	MARKETING-PUB, SUBS & DUES	.00	.00	1,000.00	1,000.00	.0
100-455-100-340	MARKETING-MAIN STREET	5,000.00	5,000.00	5,000.00	.00	100.0
	TOTAL MARKETING	5,000.00	5,000.00	6,000.00	1,000.00	83.3
	HISTORIC PRESERVATION					
100-460-100-370	TRAVEL, TRAINING AND MEETINGS	.00	.00	1,500.00	1,500.00	.0
	TOTAL HISTORIC PRESERVATION	.00	.00	1,500.00	1,500.00	.0
	CONTRACT PAYMENTS					
100-480-310-397	CONTRACT PAYMENTS, LAW ENFORCE	.00	20,648.00	85,592.00	64,944.00	24.1
100-480-330-397	CONTRACT PAYMENTS, BUILDING IN	.00	5,304.50	21,218.00	15,913.50	25.0
	TOTAL CONTRACT PAYMENTS	.00	25,952.50	106,810.00	80,857.50	24.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CAPITAL IMPROVEMENTS					
100-485-000-810	CAP IMP STREETS & ALLEYS	.00	.00	1,240,000.00	1,240,000.00	.0
	TOTAL CAPITAL IMPROVEMENTS	.00	.00	1,240,000.00	1,240,000.00	.0
	TOTAL FUND EXPENDITURES	62,156.27	254,137.33	2,125,622.30	1,871,484.97	12.0
	NET REVENUE OVER EXPENDITURES	13,509.71	(113,921.38)	(343,540.01)	(229,618.63)	(33.2)

TOWN OF LAKE CITY BALANCE SHEET APRIL 30, 2022

CONSERVATION TRUST FUND

	ASSETS			
300-104-100-000	SAVINGS (MONEY MARKET ACCOUNT)		30,338.91	
	TOTAL ASSETS			30,338.91
	LIABILITIES AND EQUITY			
	FUND EQUITY			
300-280-000-000	FUND BALANCE REVENUE OVER EXPENDITURES - YTD	30,329.06 9.85		
	BALANCE - CURRENT DATE		30,338.91	
	TOTAL FUND EQUITY			30,338.91
	TOTAL LIABILITIES AND EQUITY			30,338.91

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
300-334-000-000	CTF REMITTANCE TOTAL INTERGOVERNMENTAL REVENUE	.00	.00.	4,000.00	4,000.00	
	OTHER REVENUE					
300-361-100-000	EARNINGS ON DEPOSITS	.00	9.85	20.00	10.15	49.3
	TOTAL OTHER REVENUE	.00	9.85	20.00	10.15	49.3
	TOTAL FUND REVENUE	.00	9.85	4,020.00	4,010.15	.3

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	CONSERVATION TRUST EXPENDITURE					
300-452-000-365	CAPITAL IMPROVEMENT PROJECTS	.00	.00	30,000.00	30,000.00	.0
	TOTAL CONSERVATION TRUST EXPENDITURE	.00	.00	30,000.00	30,000.00	.0
	TOTAL FUND EXPENDITURES	.00	.00	30,000.00	30,000.00	.0
	NET REVENUE OVER EXPENDITURES	.00	9.85	(25,980.00)	(25,989.85)	.0

TOWN OF LAKE CITY BALANCE SHEET APRIL 30, 2022

	ASSETS			
600-100-000-000	CASH IN COMBINED FUND		1,490,421.96	
600-115-000-000	CUSTOMER ACCOUNTS RECEIVABLE		(85.62)	
600-118-000-000	LOAN RECEIVABLE		11,633.77	
600-160-000-000	LAND		76,697.00	
600-161-000-000	PUMP HOUSE		56,153.00	
600-162-000-000	WATER TREATMENT PLANT		72,225.00	
600-162-200-000	SEWER TREATMENT PLANT		498,359.30	
600-162-400-000	WATER SYSTEM		4,033,604.81	
600-162-500-000	SEWER SYSTEM		2,221,550.91	
600-162-600-000	METERS		82,146.25	
600-163-300-000	COLL, TRANS & DISTSEWER		128,179.00	
600-164-000-000	WATERTANK		401,121.27	
600-164-200-000	MACHINERY & EQUIPMENT		35,212.57	
600-165-000-000	TRANSPORTATION EQUIPMENT		174,950.93	
600-169-000-000	ACCUMULATED PROV. FOR DEPR.		(2,661,055.61)	
600-180-001-000	DEFERRED OUTFLOWS - PERA		31,307.00	
600-180-021-000	DEFERR OUTFLOWS OPEBCONTTIMING		1,876.00	
	TOTAL ASSETS		_	6,654,297.54
	LIABILITIES AND EQUITY			
	LIABILITIES			
600-202-100-100	CWRPDA REVOLVING FUND LOAN		1,084,669.14	
600-202-100-200	ACCRUED INTEREST		2,205.76	
600-216-000-000	ACCRUED WAGES		10,111.13	
600-216-100-000	ACCRUED COMPENSATED ABSENSES		10,188.62	
600-250-001-000	PERA NET PENSION LIABILITY		165,205.00	
600-250-002-000	DEFERRED INFLOW - PERA EXP		74,197.00	
600-250-021-000	NET OPEB LIABILITY		19,445.00	
600-250-026-000	DEFERRED INFLOWS OPEB EARNINGS		4,563.00	
	TOTAL LIABILITIES			1,370,584.65
	FUND EQUITY			
600-280-000-000	FUND BALANCE	3,765,903.03		
600-281-000-000	CUSTOMERS CONTRIB CAPITAL	182,149.00		
600-282-000-000	CONT CAPITALGOVT ENTITY	484,267.00		
600-283-200-000	SYSTEM DEV. FEES OR CHARGES	408,875.00		
600-284-200-000	UNRESERVED RETAINED EARNINGS	539,878.60		
	REVENUE OVER EXPENDITURES - YTD	(97,359.74)		
	BALANCE - CURRENT DATE		5,283,712.89	
	TOTAL FUND EQUITY		_	5,283,712.89
	TOTAL LIABILITIES AND EQUITY		=	6,654,297.54

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
	INTERGOVERNMENTAL REVENUE					
600-334-000-000	GRANTS	.00	.00	260,000.00	260,000.00	.0
	TOTAL INTERGOVERNMENTAL REVENUE	.00	.00	260,000.00	260,000.00	0
	WATER & SEWER REVENUE					
600-341-800-000	CHARGES FOR SERVICES	.00	446.31	.00	(446.31)	.0
600-344-100-000	WATER SALES	.00	51,276.76	350,000.00	298,723.24	14.7
600-344-200-000	SEWER REVENUES	.00	(234.83)	260,000.00	260,234.83	(.1)
600-344-300-000	WATER TAP CONNECTION CHARGES	2,750.00	8,250.00	5,000.00	(3,250.00)	165.0
600-344-400-000	SEWER TAP CONNECTION CHARGES	2,750.00	8,250.00	5,000.00	(3,250.00)	165.0
600-344-500-000	WATER METERS	1,652.81	4,759.00	1,500.00	(3,259.00)	317.3
	TOTAL WATER & SEWER REVENUE	7,152.81	72,747.24	621,500.00	548,752.76	11.7
	SOURCE 36					
600-361-000-000	EARNINGS ON DEPOSITS	.00	73.14	500.00	426.86	14.6
600-361-100-000	EARNINGS ON ACCTS RECEIVABLE	.00	.00	2,000.00	2,000.00	.0
600-369-000-000	MISCELLANEOUS REVENUES	550.00	1,776.43	.00	(1,776.43)	.0
	TOTAL SOURCE 36	550.00	1,849.57	2,500.00	650.43	74.0
	TOTAL FUND REVENUE	7,702.81	74,596.81	884,000.00	809,403.19	8.4

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WATER & SEWER EXPENDITURES					
600-433-100-350	PROFESSIONAL SERVICE W&S ADMIN	.00	3,675.00	.00	(3,675.00)	.0
600-433-410-221	CHEMICALS - WATER WELLS	.00	3,066.80	14,000.00	10,933.20	21.9
600-433-410-229	OPERATING SUPPLIES-WATER WELLS	237.03	237.03	1,500.00	1,262.97	15.8
600-433-410-230	R & M SUPPLIES - WATER WELLS	.00	.00	1,000.00	1,000.00	.0
600-433-410-312	FREIGHT - WATER WELLS	.00	29.95	3,000.00	2,970.05	1.0
600-433-410-341	ELECTRIC POWER/PROPANE-WW	2,729.42	8,515.56	36,500.00	27,984.44	23.3
600-433-410-345	TELEMETRY-WATER WELL	163.86	492.50	2,850.00	2,357.50	17.3
600-433-410-350	PROF & ENG SVCS - WATER WELLS	.00	.00	250.00	250.00	.0
600-433-410-358	TESTS - WATER WELLS	193.02	1,813.68	6,000.00	4,186.32	30.2
600-433-410-360	R & M SERVICES - WATER WELLS	.00	.00	1,500.00	1,500.00	.0
600-433-410-593	PERMITS - WATER WELLS	.00	.00	2,500.00	2,500.00	.0
600-433-410-600	LAKE SAN CRISTOBAL	.00	.00	14,271.50	14,271.50	.0
600-433-440-229	OPERATING SUPPLIES- WATER DIST	.00	77.48	2,000.00	1,922.52	3.9
600-433-440-230	R&M SUPPLIES-WATER DIST.	756.46	1,231.83	3,000.00	1,768.17	41.1
600-433-440-350	PROFESSIONAL SVS - WATER DIST.	.00	1,231.83	5,000.00	4,998.70	.0
600-433-440-360	R & M SERVICES - WATER DIST.	288.34	288.34	21,000.00	20,711.66	1.4
600-433-510-230	R & M SUPPLIES - SEWER COLL	42.94	42.94	3,000.00	2,957.06	1.4
600-433-510-260	R & M SERVICES - SEWER COLL	2,711.80	2,711.80	15,000.00	12,288.20	18.1
600-433-530-221	CHEMICALS - WWTP	4,649.06	4,649.06			68.9
600-433-530-221	OPERATING SUPPLIES - WWTP	330.54	1,287.26	6,750.00 3,500.00	2,100.94 2,212.74	36.8
600-433-530-229	R & M SUPPLIES - WWTP	.00	.00		1,000.00	.0
600-433-530-230	FREIGHT - WWTP	27.70	181.97	1,000.00	818.03	.0 18.2
600-433-530-312	ELECTRIC POWER - WWTP			1,000.00		21.8
		2,190.25	7,089.30	32,500.00	25,410.70	
600-433-530-344	PROPANE - WWTP PROFESSIONAL SVS - WWTP	623.40	2,739.97	4,000.00	1,260.03	68.5
600-433-530-350 600-433-530-358	TESTS - WWTP	1,400.00	1,400.00	5,000.00	3,600.00	28.0 32.1
		768.95	2,243.49	7,000.00	4,756.51	
600-433-530-359	DUMP CHARGES - WWTP	754.75	1,013.10	2,000.00	986.90	50.7
600-433-530-593	PERMITS - WWTP	.00	.00	1,600.00	1,600.00	.0
600-433-600-111	SALARIES - W & S ADMIN	20,530.90	52,162.21	188,200.00	136,037.79	27.7
600-433-600-142	WORKMENS COMP - W & S ADMIN	.00	2,592.50	10,000.00	7,407.50	25.9
600-433-600-143	HEALTH INSUR - W & S ADMIN FICAMEDICARE - W & S ADMIN	3,545.36	19,283.25	32,000.00	12,716.75	60.3
600-433-600-144		209.88	659.84	2,750.00	2,090.16	24.0
600-433-600-145	PERA - W & S ADMIN OPERATING SUPPLIES-W & S ADMIN	2,921.57	7,422.72	26,800.00	19,377.28	27.7
600-433-600-229 600-433-600-230		2,401.58	3,215.94	1,000.00	(2,215.94)	321.6
	CLOTHING-W & S ADMIN	.00	327.01	1,000.00 5.000.00	672.99	32.7
600-433-600-231	FUEL - W & S ADMIN	784.66	1,460.58	'	3,539.42	29.2
600-433-600-320	PRINTING - W & S ADMIN	.00	599.47	.00	(599.47)	.0
600-433-600-335	DUES, SUBSCRIPTIONS -W&S ADMIN	18.69	2,701.21	600.00	(2,101.21)	450.2
600-433-600-345	TELEPHONE - W & S ADMIN	105.60	424.44	1,200.00	775.56	35.4
600-433-600-346	INTERNET - W & S ADMIN	164.92	777.93	.00	(777.93)	.0
600-433-600-352	LEGAL SERVICES - W & S ADMIN	.00	367.50	10,000.00	9,632.50	3.7
600-433-600-361	MV R&M SERVICES - W & S ADMIN	1,871.98	2,998.43	10,000.00	7,001.57	30.0
600-433-600-370	TRAVEL & MEETINGS- W & S ADMIN	.00	.00	3,500.00	3,500.00	.0
600-433-600-495	MISC EXPENSES - W & S ADMIN	.00	2,483.54	2,500.00	16.46	99.3
600-433-600-510	INSURANCE-W & S ADMIN	2,714.99	2,714.99	11,000.00	8,285.01	24.7
600-433-600-753	ADMIN OPERATING COSTS FROM GEN	.00		15,445.00	15,445.00	.0
	TOTAL WATER & SEWER EXPENDITURES	53,137.65	142,979.92	517,716.50	374,736.58	27.6

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DEBT					
600-470-200-620	DEBT INTEREST	3,519.63	3,519.63	6,985.00	3,465.37	50.4
	TOTAL DEBT	3,519.63	3,519.63	6,985.00	3,465.37	50.4
	W&S CIP					
600-700-000-130	WWTP - MODIFICATIONS	357.00	25,457.00	1,250,000.00	1,224,543.00	2.0
600-700-000-160	CAP IMP WATER STATION	.00	.00	30,000.00	30,000.00	.0
	TOTAL W&S CIP	357.00	25,457.00	1,280,000.00	1,254,543.00	2.0
	TOTAL FUND EXPENDITURES	57,014.28	171,956.55	1,804,701.50	1,632,744.95	9.5
	NET REVENUE OVER EXPENDITURES	(49,311.47)	(97,359.74)	(920,701.50)	(823,341.76)	(10.6)

TOWN OF LAKE CITY BALANCE SHEET APRIL 30, 2022

MISC FIXED ASSETS FUND

	ASSETS		
900-160-000-000	LAND, R-O-W, WATER RIGHTS	284,078.00	
900-163-000-000	BUILDINGS AND IMPROVEMENTS	1,461,949.54	
900-164-200-000	EQUIPMENT	133,603.51	
900-166-100-000	CONSTRUCTION IN PROGRESS	16,000.00	
900-169-000-000	ACCUMULATED DEPRECIATION	(660,278.08)	
	TOTAL ASSETS		1,235,352.97
		=	
	LIABILITIES AND EQUITY		
	LIABILITIES		
900-260-000-000	INVEST. IN GEN. FIXED ASSETS	1,235,352.97	
	TOTAL HABILITIES		1 225 252 07
	TOTAL LIABILITIES	-	1,235,352.97
	TOTAL LIABILITIES AND EQUITY		1,235,352.97

Town Clerk April Report

Total Cash Receipts: \$132,524.71

Water and Sewer Payments: \$44,931.18

February Sales Tax: \$27,047.77

January Property Tax: \$7,931.05

February Property Tax: \$18,097.52

March Property Tax: \$7,233.10

Jan- March Specific ownership tax: \$1,174.84

Short term rental Permits: \$1,795.00

Gym Memberships: \$640

Journal entry to record 2020 & 2021 property taxes: \$69,599.26

Sent out 27 Delinquent Notices/Shutoff Notices – Everyone on the list either paid the balance in full or entered into a water and sewer payment agreement. No lock outs were necessary.

Meter read went well and water and sewer bills have gone out.

Completed Level 3 Criminal Justice Information Services Security Awareness Training.

In my capacity as Public Information Officer I have been posting PSA's about the 3rd Street Project on facebook and the distribution list. This information is gathered in the weekly 3rd street construction meetings.

Visionary Broadband came out and determined that the fiber line from the roof into the office is in fact installed and will be coming out May 5th to install a modem. This comes after months of back and forth since I began insisting back in November of 2021 that they honor their surface use agreement and give us free high speed internet as outlined in the surface use agreement that dates back to 2018.

Started on the 2021 audit by sending the first set of requested reports to David Greene.

There was no municipal court in the month of April.

Town Manager Report

Working on credit/debit card integration for payments for water/wastewater bills as well as any donation or payments for other miscellaneous items such as the Ski hill and the Ice Wall.

Leaning towards Government Windows to do it as there is minimal if at all any costs to the Town itself. Meeting weekly with CDOT, Joanne our Engineer, and Western Gravel about the 3rd street project. The project has crossed the intersection of Gunnison Ave and 3rd Street.

Attended County Commissioners meetings as a representative for the Town in case there are any items that may be of interest to the Town. If I do find anything of interest, I will let the board know at our Board of Trustees meetings. Starting to do monthly meetings if not weekly meetings with County Administrator Sandy Hines to discuss issues or anything of concern to the Town with the County. Continuing to do weekly staff meetings to make sure that all Town employees are on the same page. Working on the NEU Report for the Covid Relief Funds due by the end of April. Working to get myself assigned as the entity administrator for the system for award management. Had a survey done for the ice wall for a potential easement agreement with Brad Trujillo, will speak with him soon and will give an update after that.



BUILDING DEPARTMENT Gabe McNeese

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TOWN OF LAKE CITY MONTHLY MEETING

APRIL, 2022

April began showing signs of the summer ramp up. A total of three new permits were issued, a sign, a fence, and a new single-family residence, were all part of Towns newest permits. With so much happening in Downtown Lake City with the 3rd street project, and summer right around the corner, projects are coming to life with the warmer weather.

The new owner of the Silver Spur has been busy in meetings with the Historical Society, preparing to get his new project underway, and as of yesterday has been approved for the 1st of many much-needed remodels. Several new decks will be going up soon, with several Builders finding me, and preparing to begin those projects.

As far as some news that concerns the Town of Lake City, I spoke with the general contractor yesterday, who will be getting started on the Broad-Band towers on station 71, (Com-net) beginning in May of this year. This project should help with communications within our valley.

The Building Department has been working to get the Veterans Park looking green, and is currently getting a Bid ready for The County Court House exterior clean and paint for this year. If you have any questions, comments, or concerns, you can always reach out to me anytime.

Sincerely,		
Gabe McNeese.		

April Sheriff's Report

BOCC/ BOTT

4/4: Deputy Bobby Weeks Jr. was sworn in as a full-time deputy. Weeks joins the Sheriff's office with several years of law enforcement experience in Richland, TX. Weeks has begun his field training with the SO and will attend a condensed academy in June in order to obtain his Colorado Peace Officer's certification.

4/5: Undersheriff Kaminski took a fraud report. The Sheriff's Office cautions all to be weary of phone calls or emails claiming issue with financial accounts, and to never give your personal or financial information to anyone over the phone or through email.

4/7: Lake City Community school and the Sheriff's Office held a lock-down drill at the school.

4/7: Deputy Pantleo and Sheriff Kambish responded to a deer that was struck by an unknown vehicle along highway 149 near the intersection with Deer Trail Road. After dispatching the dear Deputy Pantleo was able to locate a local resident who harvested the meat.

4/15: Deputy Weeks to a report of credit card fraud from a victim in the Upper Piedra area of the county.

4/21: Deputy Pantleo took a report of a stolen trailer. Pantleo is currently waiting for the owner to provide identifying information for the trailer as it was not registered and has no license plate.

4/22: Undersheriff Kaminski took a report of theft. This case is currently still under investigation.

4/26: Sheriff Kambish and Deputy Weeks assisted State Patrol with a rollover accident occurring at approximate mile post 5 on CR 20. The driver of the vehicle stated he was traveling down hill in the area of the Ute-Ulay mine when he saw a big-horn sheep in the roadway. The driver swerved in order to avoid the animal and his vehicle went off of the roadway, rolling once and landing on its wheels on the service road below. The driver claimed no injury and was released by EMS. A trooper handled the accident report and subsequent citations.

4/27: Sheriff Kambish attended the monthly board meeting for the Gunnison/ Hinsdale Combined Emergency Telephone Service Authority.

4/28: Sheriff's Office personnel attended defensive tactics training. The training was led by Deputy Ferris who is a certified instructor.

Traffic citations:

Speeding: 2

Failed to provide proof of insurance: 3

Operated a vehicle w/out valid driver's license: 1

Operated an unregistered vehicle: 1