



## **BOT 1st December Meeting**

Town of Lake City

Dec 7, 2022 at 6:00 PM MST to Dec 7, 2022 at 9:00 PM MST

230 N Bluff St Lake City, CO

### **Agenda**

- |   |                |
|---|----------------|
| <b>I. Public Comments on Budget</b>   | <b>6:00 PM</b> |
| <b>A. 2023 Budget</b>   |                |
| <b>II. Workshop 6:30 - 7:00pm</b>   | <b>6:30 PM</b> |
| <b>A. WWTP Update</b>   |                |
| <b>B. Discussion about appointing Interim Town Manager</b>  |                |
| <b>C. Discussion about applying for Visa Community Credit Card for Municipalities</b>   |                |
| <b>D. Discussion and Review of Request for Water and Sewer Tap Variance at 809 Silver Street by Mark Henry</b>  |                |
| <b>E. Discussion about 2023 Fee Schedule</b>  |                |
| <b>F. Review of Application for Transfer of Ownership of Tavern (City) Liquor License at 300 W. Third Street from Restless Spirits Ventures LLC to Wrangler Hospitality, LLC</b>                              |                |
| <b>III. Regular Meeting 7:00 PM</b>   |                |
| <b>A. Call to Order</b>   | <b>7:00 PM</b> |
| <b>B. Roll Call</b>   | <b>7:02 PM</b> |
| <b>C. Executive Session Pursuant to CRS 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations regarding the 3rd Street Construction Project.</b> |                |
| <b>D. Minutes</b>   | <b>7:05 PM</b> |
| <b>E. Bills Payable</b>   | <b>7:10 PM</b> |
| <b>F. Employee Reports</b>  |                |
| <b>1. Parks and Recreation Report</b>   | <b>7:15 PM</b> |
| <b>2. Public Works/Streets and Alleys Report</b>  | <b>7:20 PM</b> |
| <b>3. Town Clerk/Treasurer Report</b>   | <b>7:25 PM</b> |
| <b>4. Town Manager Report</b>   | <b>7:30 PM</b> |
| <b>5. Building Official Report</b>  | <b>7:35 PM</b> |
| <b>6. Sheriff's Report</b>  | <b>7:40 PM</b> |
| <b>7. Legal Report</b>  |                |
| <b>8. Mayor/Trustees Report</b>   | <b>7:45 PM</b> |
| <b>G. Correspondence Received</b>   |                |

**H. Citizen Communications**

**I. Additions to the Agenda**

**J. Action Items**

1. Discussion to Approve or Deny Ordinance 2022-08 Fence Ordinance 7:55 PM
2. Discussion and Possible Action to Approve requests for Donations for 2023 Budget 8:05 PM
3. Discussion and Possible Action to Approve Resolution 2023 Budget 8:10 PM
4. Discussion and Possible Action to Approve Resolution 2023 Appropriation
5. Discussion and Possible Action to Approve Resolution 2023 Mill Levy 8:20 PM
6. Discussion and Possible Action to Approve Resolution for Capital Improvements Fund
7. Discussion and Possible Action to Approve Vance Lipsey's Loan Forgiveness Agreement
8. Discussion and Possible Action to Approve Application for Transfer of Ownership of Tavern (City) Liquor License at 300 W. Third Street from Restless Spirits Ventures LLC to Wrangler Hospitality, LLC
9. Discussion and Possible Action to Approve MTC Ordinance



**BOT 1st December Meeting**  
Town of Lake City  
230 N Bluff St Lake City, CO  
Dec 7, 2022 6:00 PM - 9:00 PM MST

**Table of Contents**

**I. Public Comments on Budget**

- A. 2023 Budget.....4**
  - 2023 Budget - Draft.pdf.....4

**II. Workshop 6:30 - 7:00pm**

- A. WWTP Update**
- B. Discussion about appointing Interim Town Manager**
- C. Discussion about applying for Visa Community Credit Card for Municipalities.....14**
  - CommUNITY Credit Card Printable Application.pdf.....14
- D. Discussion and Review of Request for Water and Sewer Tap Variance at 809 Silver Street by Mark Henry.....20**
  - mark henry 809 silver variance request.pdf.....20
  - gabe mcneese concerns and comments.pdf.....27
  - Section 21-22 Conditions of and application for connection Section H.docx.....29
  - Jameson Johnston Comments.pdf.....31
- E. Discussion about 2023 Fee Schedule.....32**
  - Fee Schedule - 2023.pdf.....32
- F. Review of Application for Transfer of Ownership of Tavern (City) Liquor License at 300 W. Third Street from Restless Spirits Ventures LLC to Wrangler Hospitality, LLC .....36**
  - wrangler liquor license application.pdf.....36

**III. Regular Meeting 7:00 PM**

- A. Call to Order**
- B. Roll Call**

<b>C. Executive Session Pursuant to CRS 24-6-402(4)(e)(I) for the purpose of determining positions relative to matters that may be subject to negotiations regarding the 3rd Street Construction Project.</b>	
<b>D. Minutes.....</b>	<b>76</b>
BOT 11.16.22 Regular Meeting Minutes.pdf.....	76
<b>E. Bills Payable.....</b>	<b>79</b>
BOT Bills Payable December 7 2022.pdf.....	79
<b>F. Employee Reports</b>	
<b>1. Parks and Recreation Report.....</b>	<b>80</b>
monthlyreport1122.pdf.....	80
<b>2. Public Works/Streets and Alleys Report.....</b>	<b>81</b>
Nov2022 PWR.pdf.....	81
<b>3. Town Clerk/Treasurer Report.....</b>	<b>83</b>
November 2022 Financial Statements.pdf.....	83
November Town Clerk and Treasury Report.pdf.....	99
2023 General Fund Budget Breakdown with updated estimated beginning balance.pdf.....	101
<b>4. Town Manager Report.....</b>	<b>102</b>
Town Manager Report-December.pdf.....	102
<b>5. Building Official Report.....</b>	<b>103</b>
November Building Official Report.pdf.....	103
<b>6. Sheriff’s Report.....</b>	<b>104</b>
November Sheriff Report.pdf.....	104
<b>7. Legal Report</b>	
<b>8. Mayor/Trustees Report</b>	
<b>G. Correspondence Received</b>	
<b>H. Citizen Communications</b>	
<b>I. Additions to the Agenda</b>	
<b>J. Action Items</b>	
<b>1. Discussion to Approve or Deny Ordinance 2022-08 Fence Ordinance.....</b>	<b>106</b>
Ord. Fences DRAFT 11.16.22.pdf.....	106
<b>2. Discussion and Possible Action to Approve requests for Donations for 2023 Budget.....</b>	<b>108</b>
Wildfire Mitigation.pdf.....	108

WeCare Request.pdf.....	110
Request for Donation_LFVC_with attachments (1).pdf.....	111
2023 Town Financial Request for Fireworks (1).pdf.....	116
HCEMS Proposal TOWN OF LC.pdf.....	117
<b>3. Discussion and Possible Action to Approve Resolution 2023 Budget.....</b>	<b>119</b>
2023 Budget Resolution.pdf.....	119
2023 Budget Message.pdf.....	121
2023 Budget - Draft.pdf.....	122
2023 Budget Revenues.Expenditures.pdf.....	132
<b>4. Discussion and Possible Action to Approve Resolution 2023.....</b>	<b>133</b>
2023 Budget Resolution Appropriation.pdf.....	133
<b>5. Discussion and Possible Action to Approve Resolution 2023 Mill Levy.....</b>	<b>134</b>
2023 Mill Levy Resolution.pdf.....	134
<b>6. Discussion and Possible Action to Approve Resolution for Capital Improvements Fund.....</b>	<b>135</b>
Resolution creating Capital Improvements Fund DRAFT 12.5.22.pdf.....	135
<b>7. Discussion and Possible Action to Approve Vance Lipsey's Loan Forgiveness Agreement.....</b>	<b>137</b>
Vance Loan Forgiveness DRAFT 11.15.22.pdf.....	137
<b>8. Discussion and Possible Action to Approve Application for Transfer of Ownership of Tavern (City) Liquor License at 300 W. Third Street from Restless Spirits Ventures LLC to Wrangler Hospitality, LLC.....</b>	<b>140</b>
wrangler liquor license application.pdf.....	140
<b>9. Discussion and Possible Action to Approve MTC Ordinance.....</b>	<b>180</b>
Ord. MTC Lake City DRAFT 11.27.22.pdf.....	180

**TOWN OF LAKE CITY  
2023 BUDGET**

GENERAL FUND		2021	2022	2022	2023
		Actual	Budgeted	Estimated	Proposed
<b>BEGINNING BALANCE</b>		<b>\$916,582.00</b>	<b>\$1,393,396.46</b>	<b>\$1,393,396.46</b>	<b>\$1,299,992.85</b>
<b>REVENUES</b>					
<b>Taxes</b>					
100-311-000-000	PROPERTY TAX	\$61,082.43	\$64,176.00	\$65,276.29	\$63,073.00
100-312-000-000	SPECIFIC OWNERSHIP TAX	\$5,503.74	\$5,000.00	\$4,971.07	\$5,000.00
100-313-100-000	SALES TAX	\$675,529.88	\$500,000.00	\$612,160.04	\$500,000.00
100-314-100-000	MOTOR VEHICLE SALES TAX	\$4,808.82	\$3,000.00	\$3,245.36	\$3,000.00
100-314-200-000	CIGARETTE TAX	\$1,465.10	\$900.00	\$1,333.22	\$900.00
100-314-300-000	BUILDING USE TAX	\$15,537.94	\$30,000.00	\$47,922.18	\$30,000.00
100-316-100-000	FRANCHISE TAX	\$13,531.14	\$10,000.00	\$13,000.00	\$10,000.00
100-319-000-000	PENALTIES AND INTEREST	\$298.97	\$500.00	\$243.29	\$200.00
<b>Total Taxes</b>		<b>\$777,758.02</b>	<b>\$613,576.00</b>	<b>\$748,151.45</b>	<b>\$612,173.00</b>
<b>Permits and Fees</b>					
100-321-100-000	LIQUOR LICENSE FEE	\$1,864.50	\$2,000.00	\$5,282.50	\$2,000.00
100-322-100-000	BUILDING PERMITS	\$11,702.21	\$11,000.00	\$20,651.58	\$10,000.00
100-322-110-000	SIGN PERMITS	\$252.00	\$100.00	\$161.00	\$100.00
100-322-200-000	LODGING PERMIT	\$1,780.00	\$1,900.00	\$13,025.00	\$8,000.00
100-322-700-000	DOG LICENSES	\$0.00	\$0.00	\$0.00	\$0.00
100-322-400-000	BUSINESS LICENSE	\$985.00	\$1,000.00	\$1,875.00	\$1,000.00
100-322-800-000	SPECIAL USE PERMITS	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Permits and Fees</b>		<b>\$16,583.71</b>	<b>\$16,000.00</b>	<b>\$40,995.08</b>	<b>\$21,100.00</b>
<b>Intergovernmental Revenue</b>					
100-334-000-000	GRANT MONIES	\$146,950.00	\$1,051,020.00	\$1,051,020.00	\$25,000.00
100-334-100-0000	MINERAL LEASE/SEVERANCE TAX	\$1,492.88	\$1,500.00	\$55,107.66	\$1,500.00
100-334-300-000	COVID RELIEF FUND	\$49,515.90	\$35,041.29	\$49,515.90	\$0.00
100-335-100-000	MOTOR VEHICLE SPECIAL ASSESSMENT	\$3,190.00	\$1,500.00	\$4,228.50	\$1,500.00
100-335-200-000	HIGHWAY USERS TAX	\$32,487.05	\$25,000.00	\$30,187.00	\$25,000.00
100-337-130-000	HINSDALE COUNTY R&B TAX	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Intergovernmental Revenue</b>		<b>\$233,635.83</b>	<b>\$1,114,061.29</b>	<b>\$1,190,059.06</b>	<b>\$53,000.00</b>
<b>Recreation Program Revenue</b>					
100-347-800-000	RECREATION PROGRAM FEES	\$4,324.00	\$2,000.00	\$11,065.00	\$6,000.00
100-347-810-000	SKI HILL FEES	\$12,610.00	\$9,000.00	\$16,282.00	\$9,000.00
100-347-811-000	SKI HILL DONATIONS	\$2,675.50	\$1,000.00	\$3,274.50	\$1,000.00
100-347-812-000	RECREATION PROGRAM DONATIONS	\$370.00	\$0.00	\$1,000.00	\$0.00
100-347-813-000	PARKS DONATION	\$0.00	\$0.00	\$0.00	\$0.00
100-347-814-000	ARMORY DONATION	\$0.00	\$0.00	\$0.00	\$0.00
100-347-820-000	ICE WALL EVENTS	\$0.00	\$2,000.00	\$1,903.00	\$1,500.00
100-347-825-000	ICE WALL DONATIONS	\$6,216.00	\$1,000.00	\$13,541.50	\$1,000.00
<b>Total Recreation Program Revenue</b>		<b>\$26,195.50</b>	<b>\$15,000.00</b>	<b>\$47,066.00</b>	<b>\$18,500.00</b>
<b>Court Revenue</b>					
100-351-000-000	COURT FINES	\$9,330.00	\$1,500.00	\$9,542.00	\$5,000.00
100-351-100-000	COURT COSTS	\$222.00	\$0.00	\$25.00	\$0.00
<b>Total Court Revenue</b>		<b>\$9,552.00</b>	<b>\$1,500.00</b>	<b>\$9,567.00</b>	<b>\$5,000.00</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

	<b>Other Revenue</b>				
100-341-300-000	ZONING AND SUBDIVISION FEES	\$200.00	\$0.00	\$50.00	\$0.00
100-341-800-000	SALES OF COPIES	\$9.25	\$0.00	\$1.80	\$0.00
100-361-100-000	EARNINGS ON DEPOSITS	\$2,130.29	\$2,000.00	\$4,980.75	\$2,000.00
100-362-200-000	RENTS FROM BUILDINGS	\$6,555.50	\$3,000.00	\$7,878.66	\$4,000.00
100-364-000-000	REFUNDS	\$3,096.23	\$0.00	\$310.29	\$0.00
100-365-000-000	EMPLOYEE HOUSING RENT	\$0.00	\$0.00	\$750.00	\$4,500.00
100-366-100-000	HISTORIC PRESERVATION/COA	\$675.00	\$500.00	\$650.00	\$500.00
100-367-200-000	DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00
100-369-000-000	MISC. REVENUES	\$24,080.97	\$1,000.00	\$1,996.50	\$1,000.00
100-370-000-000	TRANSFER FROM WS FOR ADMIN COSTS	\$40,000.00	\$15,445.00	\$0.00	\$0.00
	<b>Total Other Revenue</b>	<b>\$76,747.24</b>	<b>\$21,945.00</b>	<b>\$16,618.00</b>	<b>\$12,000.00</b>
	<b>TOTAL REVENUES</b>	<b>\$1,140,472.30</b>	<b>\$1,782,082.29</b>	<b>\$2,052,456.59</b>	<b>\$721,773.00</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

EXPENDITURES		2021	2022	2022	2023	
		Actual	Proposed	Estimated	Proposed	
<b>Board of Trustees</b>						
100-411-100-111	SALARIES BOT	\$6,400.00	\$8,000.00	\$5,450.00	\$8,000.00	
100-411-100-144	FICA-MEDICARE-BOT	\$92.86	\$130.50	\$68.93	\$130.50	
100-411-100-145	PERA - BOT	\$910.56	\$1,250.00	\$725.06	\$1,200.00	
100-411-100-330	PUBLICATIONS, DUES & SUBS - BOT	\$3,849.57	\$500.00	\$50.00	\$4,500.00	
100-411-100-347	COMPUTER HARDWARE/SOFTWARE	\$3,077.98	\$4,000.00	\$5,487.59	\$10,000.00	
100-411-100-350	PROFESSIONAL SERVICES - BOT	\$27,687.50	\$82,125.00	\$37,425.00	\$60,000.00	
100-411-100-370	TRAVEL- BOT	\$1,866.13	\$1,500.00	\$3,243.10	\$6,000.00	
100-411-100-397	CONTRACT PAYMENTS- BOT	\$0.00	\$0.00	\$19,898.83	\$0.00	
100-411-100-400	DONATIONS	\$5,000.00	\$105,500.00	\$43,297.50	\$96,702.00	\$32500 donations + \$64,202 broadband match= \$96,702.00, increase by \$202; incudes EMS donation
100-411-100-495	MISC.EXPENSES - BOT	\$1,617.15	\$300.00	\$121.08	\$1,000.00	decreased \$15,000 - \$14,000 = \$1,000
	<b>Total Board of Trustees</b>	<b>\$50,501.75</b>	<b>\$203,305.50</b>	<b>\$115,767.09</b>	<b>\$187,532.50</b>	
<b>Administration</b>						
100-411-400-111	SALARIES - TOWN ADMIN	\$35,979.65	\$59,510.00	\$35,727.77	\$70,000.00	
100-411-400-142	WORKMEN'S COMP	\$5,714.70	\$10,000.00	\$4,821.50	\$10,000.00	
100-411-400-143	HEALTH INSURANCE	\$7,879.93	\$7,500.00	\$19,987.20	\$20,688.00	
100-411-400-144	FICA - TOWN ADMIN	\$497.33	\$870.00	\$504.16	\$1,020.00	increased \$1,000 + \$20 = \$1020 adjusted for new salaries
100-411-400-145	PERA - TOWN ADMIN	\$10,745.81	\$11,345.00	\$10,361.42	\$10,500.00	
100-411-400-210	OFFICE SUPPLIES	\$1,887.48	\$1,000.00	\$656.83	\$2,000.00	
100-411-400-220	OPERATING SUPPLIES - TOWN ADMIN	\$1,958.49	\$1,300.00	\$1,310.02	\$1,500.00	decreased \$2000-\$500=\$1500
100-411-400-230	R&M SUPPLIES - TOWN HALL	\$107.37	\$200.00	\$8.38	\$200.00	
100-411-400-231	R&M SUPPLIES - EMPLOYEE HOUSE	\$0.00	\$0.00	\$0.00	\$5,000.00	
100-411-400-311	POSTAGE	\$388.00	\$700.00	\$312.27	\$700.00	
100-411-400-320	PRINTING AND COPYING	\$2,666.58	\$3,000.00	\$2,612.61	\$3,000.00	
100-411-400-330	DUES, SUBS, MEMBERSHIPS	\$10,363.23	\$1,500.00	\$19,393.11	\$25,000.00	
100-411-400-331	LEGAL NOTICES - TOWN HALL	\$6,575.72	\$3,000.00	\$3,930.00	\$4,000.00	decreased \$5500-\$1500=\$4000
100-411-400-345	TELEPHONE - TOWN HALL	\$4,400.69	\$5,000.00	\$2,257.90	\$5,000.00	
100-411-400-346	EMPLOYEE CELLPHONE	\$3,193.63	\$4,000.00	\$2,684.51	\$4,000.00	
100-411-400-347	COMPUTER/SOFTWARE	\$3,357.53	\$16,000.00	\$9,976.70	\$5,000.00	
100-411-400-350	PROFESSIONAL SERVICES - TOWN HALL	\$11,443.81	\$2,000.00	\$7,683.93	\$10,000.00	decreased \$60000-\$50000 = \$10,000 (\$60,000 in professional services BOT for capital imp planning)
100-411-400-352	LEGAL SERVICES	\$11,643.40	\$15,000.00	\$14,378.50	\$15,000.00	
100-411-400-354	AUDITING	\$0.00	\$8,000.00	\$16,175.00	\$7,500.00	
100-411-400-360	R&M SERVICES - TOWN HALL	\$0.00	\$500.00	\$0.00	\$500.00	
100-411-400-361	R&M SERVICES- EMPLOYEE HOUSE	\$0.00	\$0.00	\$0.00	\$2,500.00	
100-411-400-370	TRAVEL, TRAINING	\$706.00	\$2,000.00	\$5,710.09	\$10,000.00	decreased \$15,000-\$5000=\$10,000
100-411-400-495	MISC EXPENSES	\$1,883.05	\$2,000.00	\$2,148.10	\$2,000.00	
100-411-400-510	INSURANCE	\$10,563.23	\$22,000.00	\$13,574.95	\$15,000.00	
100-411-400-520	INSURANCE DEDUCTIBLE	\$0.00	\$0.00	\$0.00	\$0.00	
100-411-400-947	OFFICE EQUIPMENT	\$0.00	\$0.00	\$24.99	\$0.00	decreased from \$2000
	<b>Total Administration</b>	<b>\$131,955.63</b>	<b>\$176,425.00</b>	<b>\$174,239.94</b>	<b>\$230,108.00</b>	
<b>Municipal Court</b>						
100-412-100-111	SALARIES - MC	\$3,150.00	\$6,000.00	\$7,200.00	\$7,200.00	
100-412-100-144	FICA - MC	\$43.50	\$87.00	\$87.00	\$105.00	increased from \$87 to \$105 recalculated
100-412-100-145	PERA - MC	\$426.85	\$510.00	\$954.18	\$1,000.00	
100-412-100-330	PUBLICATIONS,DUES,SUBS - MC	\$0.00	\$20.00	\$0.00	\$100.00	
100-412-100-370	TRAVEL - MC	\$0.00	\$750.00	\$315.00	\$750.00	
100-412-100-495	MISC EXPENSE - MC	\$955.00	\$1,000.00	\$0.00	\$1,000.00	
	<b>Total Municipal Court</b>	<b>\$4,575.35</b>	<b>\$8,367.00</b>	<b>\$8,556.18</b>	<b>\$10,155.00</b>	



**TOWN OF LAKE CITY  
2023 BUDGET**

	<b>Elections</b>					
100-414-000-111	ADMIN CONTRACT-ELECT	\$0.00	\$5,000.00	\$5,540.00	\$0.00	
100-414-000-220	OPERATING SUPP-ELECT	\$0.00	\$2,500.00	\$1,881.10	\$0.00	
100-414-000-352	LEGAL FEES-ELECT	\$0.00	\$500.00	\$0.00	\$0.00	
	<b>Total Elections</b>	<b>\$0.00</b>	<b>\$8,000.00</b>	<b>\$7,421.10</b>	<b>\$0.00</b>	
	<b>Community Facilities and Parks</b>					
100-419-400-220	OPERATING SUPPLIES	\$12,200.77	\$13,000.00	\$8,897.20	\$10,500.00	Decreased \$125000-\$2000=\$10500
100-419-400-223	JANITORIAL SUPPLIES	\$1,882.73	\$2,300.00	\$2,451.73	\$2,200.00	
100-419-400-230	R&M SUPPLIES	\$1,170.17	\$2,500.00	\$910.07	\$1,500.00	
100-419-400-341	ELECTRICITY	\$7,829.44	\$6,200.00	\$10,091.25	\$9,300.00	
100-419-400-344	PROPANE	\$6,495.47	\$15,000.00	\$20,161.10	\$21,750.00	
100-419-400-350	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$2,500.00	Kate Hospon Marketing and Social Media Management
100-419-400-356	ICE WALL	\$16,173.72	\$6,500.00	\$24,845.83	\$4,200.00	decreased \$6200-\$2000=\$4200
100-419-400-357	R&M SERVICES-TREES	\$0.00	\$0.00	\$0.00	\$12,000.00	
100-419-400-360	R&M SERVICES	\$17,396.57	\$22,000.00	\$21,537.90	\$12,500.00	
100-419-400-361	TRASH COLLECTION	\$8,242.55	\$9,000.00	\$7,424.25	\$8,500.00	
100-419-400-397	EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	
100-419-400-495	MISC	\$3,242.69	\$0.00	\$0.00	\$0.00	decreased \$25000
	<b>Total Community Facilities and Parks</b>	<b>\$74,634.11</b>	<b>\$76,500.00</b>	<b>\$96,319.33</b>	<b>\$84,950.00</b>	
	<b>Streets and Alleys</b>					
100-431-400-230	R&M SUPPLIES	\$3,061.60	\$5,000.00	\$2,435.51	\$3,000.00	decreased \$10000 -\$7000 = \$3000
100-431-400-231	STREET SURFACE - DUST CONTROL	\$11,745.00	\$12,000.00	\$15,204.70	\$15,000.00	
100-431-400-350	PROFESSIONAL SERVICES	\$30.36	\$0.00	\$1,010.00	\$0.00	
100-431-400-360	R&M SERVICES	\$14,775.00	\$3,000.00	\$0.00	\$3,000.00	decreased \$10000 -\$7000 = \$3000
100-431-400-365	STREET LIGHTS	\$0.00	\$0.00	\$178.04	\$10,400.00	
100-431-400-370	STREET SIGNS	\$10,272.34	\$15,000.00	\$165.62	\$15,000.00	
100-431-400-452	GRAVEL	\$0.00	\$3,000.00	\$1,460.00	\$5,000.00	decreased \$6000 -\$1000 = \$5000
100-431-400-453	MISCELLANEOUS - Maintenance of Condition	\$0.00	\$8,000.00	\$12,030.00	\$13,000.00	
100-431-500-230	R&M SUPPLIES - SNOW REMOVAL	\$0.00	\$5,000.00	\$1,058.25	\$5,000.00	
100-431-500-360	R&M SERVICES - SNOW REMOVAL	\$15,375.00	\$25,000.00	\$11,323.79	\$20,000.00	
100-431-800-111	SALARIES S&A	\$27,353.43	\$31,000.00	\$27,583.03	\$25,000.00	
100-431-800-143	HEALTH INSURANCE S&A	\$4,626.14	\$5,608.80	\$1,050.84	\$6,000.00	
100-431-800-144	FICA/MEDICARE S&A	\$375.28	\$450.00	\$375.65	\$400.00	decreased \$550 - \$150 = \$400 recalculated
100-431-800-145	PERA S&A	\$3,510.42	\$4,410.00	\$3,990.82	\$5,000.00	
100-431-800-146	TREASURER'S FEE-S&A ADMIN	\$1,227.66	\$1,300.00	\$1,344.49	\$1,300.00	
100-431-800-340	ELECTRIC-5TH ST PED BRIDGE	\$393.54	\$500.00	\$396.77	\$500.00	
100-431-800-350	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	
100-431-800-495	DRAINAGE R&M SERVICES-S&A	\$2,360.00	\$5,000.00	\$0.00	\$5,000.00	decreased from \$15000-\$10000 = \$5000
	<b>Total Streets and Alleys</b>	<b>\$95,105.77</b>	<b>\$124,268.80</b>	<b>\$79,607.51</b>	<b>\$132,600.00</b>	
	<b>Round Top Mountain Communications Site</b>					
100-432-000-350	ROUND TOP PROFESSIONAL SERVICES	\$0.00	\$0.00	\$210.40	\$0.00	
100-436-000-360	ROUND TOP REPAIR AND MAINTENANCE	\$177.82	\$1,500.00	\$2,901.87	\$2,400.00	
	<b>Total Round Top Mountain Communications Site</b>	<b>\$177.82</b>	<b>\$1,500.00</b>	<b>\$2,901.87</b>	<b>\$2,400.00</b>	
	<b>Recreation Program</b>					
100-451-100-111	SALARIES	\$69,319.23	\$80,560.00	\$65,400.98	\$102,000.00	\$105,000 - \$3,000 = \$102,000 if danny only works 32 hrs a week all year
100-451-100-112	PT Parks and Rec	\$0.00	\$9,900.00	\$9,990.00	\$6,400.00	
100-451-100-113	PT ICE WALL	\$0.00	\$0.00	\$0.00	\$3,500.00	
100-451-100-142	WORKERS COMPENSATION	\$0.00	\$0.00	\$0.00	\$0.00	

**TOWN OF LAKE CITY  
2023 BUDGET**

100-451-100-143	HEALTH INSURANCE	\$14,461.01	\$18,696.00	\$9,993.60	\$20,688.00	This is good based on new insurance rate for 2 full time employees
100-451-100-144	FICA	\$950.53	\$1,250.00	\$1,016.66	\$1,480.00	Increase \$1414 to \$1480 recalculated
100-451-100-145	PERA	\$8,990.06	\$12,900.00	\$10,407.55	\$15,050.00	\$15,500 - \$450 = \$15,050.00 adjusted for danny working 32 hours
100-451-100-224	RECREATION SUPPLIES	\$11,899.59	\$10,000.00	\$9,778.54	\$10,000.00	
100-451-100-346	EMPLOYEE CELLPHONE	\$0.00	\$0.00	\$0.00	\$0.00	
100-451-100-360	R & M SERVICES	\$376.49	\$15,000.00	\$930.71	\$0.00	decreased from \$500
100-451-100-370	TRAVEL, TRAINING AND MEETINGS	\$1,825.36	\$1,500.00	\$1,876.71	\$2,000.00	
100-451-100-495	REFUNDS	\$0.00	\$0.00	\$0.00	\$0.00	
100-451-100-496	MISCELLANEOUS	\$485.25	\$0.00	\$25.25	\$0.00	
	<b>Total Recreation Program</b>	<b>\$108,307.52</b>	<b>\$149,806.00</b>	<b>\$109,420.00</b>	<b>\$161,118.00</b>	
	<b>Ski Hill Program</b>					
100-451-200-111	SALARIES	\$9,209.00	\$9,500.00	\$8,720.75	\$11,140.00	
100-451-200-144	FICA-MEDICARE	\$132.97	\$140.00	\$101.59	\$165.00	increases from \$162 to \$165 recalculated
100-451-200-145	PERA	\$1,304.77	\$1,500.00	\$1,059.71	\$1,641.00	
100-451-200-220	OPERATING SUPPLIES	\$5,460.55	\$6,000.00	\$1,757.09	\$6,000.00	
100-451-200-230	R&M SUPPLIES	\$1,367.14	\$2,500.00	\$2,969.03	\$2,500.00	
100-451-200-330	PUBLICITY, SUBSCRIPTIONS & DUES	\$69.90	\$600.00	\$687.89	\$700.00	
100-451-200-341	ELECTRICITY	\$1,757.68	\$2,500.00	\$945.27	\$2,000.00	
100-451-200-345	TELEPHONE	\$349.25	\$400.00	\$689.39	\$700.00	
100-451-200-350	PROF. SERVICES	\$129.48	\$400.00	\$0.00	\$400.00	Decreased from \$3000-\$2600 = \$400 , Kate hopson services is in prof services comm facility and parks already
100-451-200-358	INSPECTIONS	\$1,523.25	\$1,500.00	\$1,500.00	\$1,600.00	
100-451-200-360	R&M SERVICES	\$1,779.78	\$1,000.00	\$0.00	\$1,000.00	
100-451-200-370	TRAVEL AND MEETINGS	\$178.98	\$600.00	\$57.17	\$600.00	
100-451-200-495	MISCELLANEOUS	\$21.74	\$0.00	\$0.00	\$0.00	
100-451-200-593	PERMITS	\$810.00	\$1,000.00	\$549.00	\$1,000.00	
	<b>Total Ski Hill Program</b>	<b>\$24,094.49</b>	<b>\$27,640.00</b>	<b>\$19,036.89</b>	<b>\$29,446.00</b>	
100-452-000-370	Generator Installation - P&L	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Marketing</b>					
100-455-100-330	Hinsdale County Marketing	\$500.00	\$1,000.00	\$1,000.00	\$2,500.00	Increased from 0 + \$2500 per request from Hinsdale county for marketing
100-455-100-340	DIRT/Main Street	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	
	<b>Total Marketing</b>	<b>\$3,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$7,500.00</b>	
	<b>Historic Preservation</b>					
100-460-100-370	TRAVEL, TRAINING AND MEETINGS	\$0.00	\$1,500.00	\$20.58	\$1,500.00	
100-460-100-397	COMMISSION EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	
100-460-100-495	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Total Historic Preservation</b>	<b>\$0.00</b>	<b>\$1,500.00</b>	<b>\$20.58</b>	<b>\$1,500.00</b>	
	<b>Contract Payments</b>					
100-480-310-397	Hinsdale County Sheriff	\$76,153.00	\$85,592.00	\$85,592.00	\$92,570.00	2021 Contract \$82,592 X 3% contractual increase = \$2,477.76 + \$82,592 = 2022 Contract of \$85,069.76 + \$7500 (dispatch fee = vehicle fund)= \$92,569.76; increased from \$92,439.26 + \$130.50 = \$92,569.76 rounded up is \$92,570.00
100-480-330-397	Building Inspector	\$21,218.00	\$21,218.00	\$21,218.00	\$21,855.00	
	<b>Total Contract Payments</b>	<b>\$97,371.00</b>	<b>\$106,810.00</b>	<b>\$106,810.00</b>	<b>\$114,425.00</b>	
	<b>Capital Improvements</b>					
100-485-000-100	ARMORY CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$25,000.00	
100-485-000-810	STREETS & ALLEYS CAP. IMPROVEMENTS	\$73,934.40	\$1,240,000.00	\$1,240,000.00	\$15,000.00	

**TOWN OF LAKE CITY  
2023 BUDGET**

<b>100-485-000-850</b>	PARKS AND RECREATION CAP. IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$10,000.00
<b>100-485-000-901</b>	EMPLOYEE HOUSING	\$0.00	\$0.00	\$179,759.71	\$0.00
	<b>Total Capital Improvements</b>	<b>\$73,934.40</b>	<b>\$1,240,000.00</b>	<b>\$1,419,759.71</b>	<b>\$50,000.00</b>
	<b>TOTAL EXPENSES</b>	<b>\$663,657.84</b>	<b>\$2,130,122.30</b>	<b>\$2,145,860.20</b>	<b>\$1,011,734.50</b>
	<b>ENDING BALANCE</b>	<b>\$1,393,396.46</b>	<b>\$1,045,356.45</b>	<b>\$1,299,992.85</b>	<b>\$1,010,031.35</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

<b>CONSERVATION TRUST FUND</b>		<b>2021</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>
		<b>Actual</b>	<b>Proposed</b>	<b>Estimated</b>	<b>Proposed</b>
	<b>BEGINNING BALANCE</b>	<b>\$23,293.00</b>	<b>\$28,079.58</b>	<b>\$28,079.58</b>	<b>\$4,842.86</b>
	<b>Revenue</b>				
<b>300-334-000-000</b>	CTF Remittance	\$4,761.03	\$4,000.00	\$4,000.00	\$4,000.00
<b>300-361-100-000</b>	Earnings on Deposits	\$25.55	\$20.00	\$63.28	\$20.00
	<b>Total Revenue</b>	<b>\$4,786.58</b>	<b>\$4,020.00</b>	<b>\$4,063.28</b>	<b>\$4,020.00</b>
<b>300-452-000-365</b>	Capital Improvement Project - Multi-Purpose Court	\$0.00	\$30,000.00	\$27,300.00	\$5,000.00
	<b>Total Expenses</b>	<b>\$0.00</b>	<b>\$30,000.00</b>	<b>\$27,300.00</b>	<b>\$5,000.00</b>
	<b>ENDING BALANCE</b>	<b>\$28,079.58</b>	<b>\$2,099.58</b>	<b>\$4,842.86</b>	<b>\$3,862.86</b>
	<b>WATER AND SEWER FUND</b>	<b>2021</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

		ACTUAL	PROPOSED	YTD ACTUAL	PROPOSED	
	<b>BEGINNING BALANCE</b>	<b>\$1,554,905.86</b>	<b>\$1,607,707.00</b>	<b>\$1,607,707.00</b>	<b>\$1,538,742.75</b>	
	<b>WATER &amp; SEWER REVENUE</b>					
	<b>Intergovernmental Revenue</b>					
600-334-000-000	GRANTS	\$33,811.86	\$260,000.00	\$0.00	\$750,000.00	
	<b>Total Intergovernmental Revenue</b>	<b>\$33,811.86</b>	<b>\$260,000.00</b>	<b>\$0.00</b>	<b>\$750,000.00</b>	
	<b>Water &amp; Sewer Revenue</b>					
600-341-800-000	CHARGES FOR SERVICES	\$0.00	\$0.00	\$446.31	\$0.00	
600-344-100-000	WATER SALES	\$331,704.02	\$350,000.00	\$353,939.39	\$350,000.00	Increased due to sales
600-344-200-000	SEWER REVENUES	\$261,393.30	\$260,000.00	\$286,054.27	\$280,000.00	Increased due to Sale revenues
600-344-300-000	WATER TAP CONNECTION CHARGES	\$14,000.00	\$5,000.00	\$39,000.00	\$6,000.00	increased from \$1400
600-344-400-000	SEWER TAP CONNECTION CHARGES	\$16,750.00	\$5,000.00	\$31,703.38	\$7,000.00	decrease from \$16000
600-344-500-000	WATER METERS	\$5,162.09	\$1,500.00	\$17,466.29	\$4,000.00	Increased due to meters
600-344-600-000	INSPECTION FEES	\$0.00	\$0.00	\$150.00	\$0.00	Increased due to fees
	<b>Total Water &amp; Sewer Revenue</b>	<b>\$629,009.41</b>	<b>\$621,500.00</b>	<b>\$728,759.64</b>	<b>\$647,000.00</b>	
	<b>Other Water and Sewer Revenue</b>					
600-361-000-000	EARNINGS ON DEPOSITS	\$99.82	\$500.00	\$2,871.89	\$500.00	
600-361-100-000	EARNINGS ON ACCTS RECEIVABLE	(\$87.72)	\$2,000.00	\$2,351.13	\$2,000.00	
600-364-000-000	REFUNDS	\$268.59	\$0.00	\$1,726.43	\$0.00	
600-369-000-000	MISCELLANEOUS REVENUES	\$1,255.31	\$0.00	\$1,826.43	\$1,000.00	Increased from 0 + \$1,000 = \$1,000
	<b>Total Other Water and Sewer Revenue</b>	<b>\$1,536.00</b>	<b>\$2,500.00</b>	<b>\$8,775.88</b>	<b>\$3,500.00</b>	
	<b>TOTAL REVENUES</b>	<b>\$664,357.27</b>	<b>\$884,000.00</b>	<b>\$737,535.52</b>	<b>\$1,400,500.00</b>	
600-202-100-100	CWRPDA REVOLVING LOAN FUND	\$0.00	\$850,000.00	\$0.00	\$2,950,000.00	
	<b>TOTAL REVENUES &amp; LOAN</b>	<b>\$664,357.27</b>	<b>\$1,734,000.00</b>	<b>\$737,535.52</b>	<b>\$4,350,500.00</b>	
	<b>EXPENDITURES</b>					
	<b>Water Supply Program</b>					
600-433-410-221	CHEMICALS - WATER WELLS	\$14,774.00	\$14,000.00	\$19,693.04	\$20,000.00	increased to 20000
600-433-410-229	OPERATING SUPPLIES-WATER WELLS	\$1,747.99	\$1,500.00	\$317.00	\$2,000.00	
600-433-410-230	R & M SUPPLIES - WATER WELLS	\$0.00	\$1,000.00	\$526.78	\$1,000.00	
600-433-410-312	FREIGHT - WATER WELLS	\$2,559.83	\$3,000.00	\$192.15	\$3,000.00	
600-433-410-341	ELECTRIC/PROPANE POWER	\$35,668.98	\$36,500.00	\$30,941.69	\$36,500.00	
600-433-410-345	TELEMETRY-WATER WELL	\$2,840.07	\$2,850.00	\$1,772.78	\$2,850.00	
600-433-410-350	PROF & ENG SVS - WATER WELLS	\$0.00	\$250.00	\$0.00	\$250.00	
600-433-410-358	TESTS - WATER WELLS	\$5,416.55	\$6,000.00	\$5,985.78	\$6,000.00	
600-433-410-360	R & M SERVICES - WATER WELLS	\$0.00	\$1,500.00	\$0.00	\$1,500.00	
600-433-410-593	PERMITS - WATER WELLS	\$220.00	\$2,500.00	\$220.00	\$2,500.00	
600-433-410-600	LAKE SAN CRISTOBAL	\$14,271.50	\$14,271.50	\$14,271.50	\$14,271.50	
	<b>Total Water Supply Program</b>	<b>\$77,498.92</b>	<b>\$83,371.50</b>	<b>\$73,920.72</b>	<b>\$89,871.50</b>	
	<b>Water Distribution Program</b>					
600-433-440-100	EIAF LOAN PAYMENT - Not Applicable	\$0.00	\$0.00	\$0.00	\$0.00	
600-433-440-229	OPERATING SUPPLIES- WATER DIST	\$3,330.22	\$2,000.00	\$218.94	\$3,500.00	
600-433-440-230	R & M SUPPLIES - WATER DIST.	\$5,304.46	\$3,000.00	\$5,864.89	\$6,000.00	

**TOWN OF LAKE CITY  
2023 BUDGET**

600-433-440-350	PROFESSIONAL SVS - WATER DIST.	\$19.80	\$5,000.00	\$836.30	\$5,000.00	
600-433-440-360	R & M SERVICES - WATER DIST.	\$2,923.13	\$21,000.00	\$14,861.81	\$21,000.00	
600-433-440-495	MISCELLANEOUS EXPENSES	\$3,808.56	\$0.00	\$0.00	\$0.00	
	<b>Total Water Distribution</b>	<b>\$15,386.17</b>	<b>\$31,000.00</b>	<b>\$21,781.94</b>	<b>\$35,500.00</b>	
	<b>Wastewater Collection System</b>					
600-433-510-230	R & M SUPPLIES - SEWER COLL	\$0.00	\$3,000.00	\$873.87	\$3,000.00	
600-433-510-355	ENGINEERING SVS - SEWER COLL	\$0.00	\$0.00	\$0.00	\$0.00	
600-433-510-360	R & M SERVICES - SEWER COLL	\$16,503.54	\$15,000.00	\$19,008.01	\$17,500.00	
	<b>Total Sewer Collection</b>	<b>\$16,503.54</b>	<b>\$18,000.00</b>	<b>\$19,881.88</b>	<b>\$20,500.00</b>	
	<b>Wastewater Treatment Plant Program</b>					
600-433-530-221	CHEMICALS - WWTP	\$6,462.51	\$6,750.00	\$9,872.76	\$8,000.00	Increased \$7000 + \$1000 = \$8,000
600-433-530-229	OPERATING SUPPLIES - WWTP	\$4,216.43	\$3,500.00	\$3,319.02	\$4,500.00	
600-433-530-230	R & M SUPPLIES - WWTP	\$893.05	\$1,000.00	\$559.41	\$1,000.00	
600-433-530-312	FREIGHT - WWTP	\$533.27	\$1,000.00	\$2,303.01	\$2,000.00	
600-433-530-341	ELECTRIC POWER - WWTP	\$32,575.35	\$32,500.00	\$32,559.04	\$33,000.00	
600-433-530-344	PROPANE - WWTP	\$3,327.18	\$4,000.00	\$9,005.86	\$10,000.00	increased \$4000 + \$6000 = \$10,000
600-433-530-350	PROFESSIONAL SVS - WWTP	\$6,213.84	\$5,000.00	\$1,411.70	\$6,500.00	
600-433-530-358	TESTS - WWTP	\$5,978.67	\$7,000.00	\$6,772.43	\$7,000.00	
600-433-530-359	DUMP CHARGES - WWTP	\$2,673.97	\$2,000.00	\$3,990.28	\$3,000.00	
600-433-530-360	R & M SERVICES - WWTP	\$84,994.10	\$0.00	\$211.00	\$0.00	
600-433-530-593	PERMITS - WWTP	\$1,593.00	\$1,600.00	\$1,732.39	\$1,600.00	
	<b>Total WWTP</b>	<b>\$149,461.37</b>	<b>\$64,350.00</b>	<b>\$71,736.90</b>	<b>\$76,600.00</b>	
		<b>2021</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>	

**TOWN OF LAKE CITY  
2023 BUDGET**

		ACTUAL	PROPOSED	Estimated	PROPOSED
	<b>Water and Sewer Personnel</b>				
600-433-600-111	SALARIES	\$170,239.66	\$188,200.00	\$171,701.00	\$205,000.00
600-433-600-142	WORKMENS COMP	\$9,795.30	\$10,000.00	\$5,756.50	\$15,000.00
600-433-600-143	HEALTH INSURANCE	\$37,952.92	\$32,000.00	\$29,980.90	\$31,032.00
600-433-600-144	FICA--MEDICARE	\$2,437.64	\$2,750.00	\$2,365.71	\$3,025.00
600-433-600-145	PERA	\$17,120.02	\$26,800.00	\$25,379.70	\$30,250.00
600-433-600-229	OPERATING SUPPLIES	\$1,008.42	\$1,000.00	\$7,563.66	\$15,000.00
600-433-600-230	CLOTHING	\$2,342.83	\$1,000.00	\$1,294.63	\$3,000.00
600-433-600-231	FUEL	\$4,845.13	\$5,000.00	\$7,285.08	\$6,500.00
600-433-600-232	COMPUTER HARDWARE/SOFTWARE W&S ADMIN	\$0.00	\$0.00	\$0.00	\$4,000.00
600-433-600-320	PRINTING	\$0.00	\$0.00	\$1,215.96	\$2,500.00
600-433-600-331	LEGAL NOTICES	\$0.00	\$0.00	\$3,066.20	\$5,000.00
600-433-600-335	DUES, SUBSCRIPTIONS	\$350.00	\$600.00	\$2,897.04	\$3,000.00
600-433-600-345	TELEPHONE/EMPLOYEE CELLPHONE	\$495.10	\$1,200.00	\$1,395.21	\$1,200.00
600-433-600-346	INTERNET- W&S ADMIN	\$0.00	\$0.00	\$2,117.58	\$2,000.00
600-433-600-350	PROFESSIONAL SERVICES W&S ADMIN	\$0.00	\$0.00	\$240.00	\$7,350.00
600-433-600-351	AUDITING W&S ADMIN	\$0.00	\$0.00	\$16,175.00	\$7,500.00
600-433-600-352	LEGAL SERVICES	\$203.50	\$10,000.00	\$367.50	\$1,000.00
600-433-600-360	R&M SERVICES	\$1,027.08	\$0.00	\$11.86	\$17,000.00
600-433-600-361	MV R&M SERVICES	\$2,596.03	\$10,000.00	\$6,443.15	\$15,000.00
600-433-600-362	R&M SERVICES- EMPLOYEE HOUSE	\$0.00	\$0.00	\$0.00	\$2,500.00
600-433-600-363	R&M SUPPLIES-EMPLOYEE HOUSE	\$0.00	\$0.00	\$0.00	\$5,000.00
600-433-600-364	SEWER JETTING MACHINE	\$0.00	\$0.00	\$0.00	\$40,000.00
600-433-600-365	HEAVY MACHINERY & EQUIPMENT	\$0.00	\$0.00	\$0.00	\$65,000.00
600-433-600-366	LAB EQUIPMENT	\$0.00	\$0.00	\$0.00	\$6,500.00
600-433-600-370	TRAVEL & MEETINGS- W & S ADMIN	\$2,393.06	\$3,500.00	\$211.25	\$12,000.00
600-433-600-495	MISCELLANEOUS EXPENSES	\$3,782.88	\$2,500.00	\$2,499.14	\$5,000.00
600-433-600-510	INSURANCE	\$10,563.24	\$11,000.00	\$8,226.71	\$11,500.00
600-433-600-751	ADMIN EXPENSES FROM GEN FUN	\$0.00	\$0.00	\$0.00	\$0.00
600-433-600-753	ADMIN OPERATING COSTS TO GEN FUND	\$40,000.00	\$15,445.00	\$0.00	\$0.00
	<b>Total Water and Sewer Personnel</b>	<b>\$ 307,152.81</b>	<b>\$ 320,995.00</b>	<b>\$296,193.78</b>	<b>\$ 521,857.00</b>
600-470-200-620	<b>DEBT INTEREST</b>	<b>\$8,349.31</b>	<b>\$ 6,985.00</b>	<b>\$6,984.64</b>	<b>\$ 6,985.00</b>
	<b>W&amp;S CIP</b>				
600-700-000-120	SEWER PLANT UPGRADES	\$0.00	\$1,250,000.00	\$0.00	\$3,500,000.00
600-700-000-130	WWTP-Modifications	\$0.00	\$0.00	\$32,403.00	\$0.00
600-700-000-140	NEW VEHICLE	\$0.00	\$0.00	\$47,261.20	\$5,000.00
600-700-000-150	HEAVY EQUIPMENT	\$0.00	\$0.00	\$0.00	\$10,000.00
600-700-000-160	WATER STATION	\$0.00	\$30,000.00	\$18,007.00	\$0.00
600-700-000-200	SEWERLINE REPLACEMENT	\$0.00	\$0.00	\$0.00	\$5,000.00
600-700-000-400	WATERLINE/WELL REPLACEMENT	\$0.00	\$0.00	\$0.00	\$15,000.00
	<b>Total W&amp;S CIP</b>	<b>\$0.00</b>	<b>\$1,280,000.00</b>	<b>\$97,671.20</b>	<b>\$3,535,000.00</b>
	<b>TOTAL WATER &amp; SEWER EXPENDITURES</b>	<b>\$574,352.12</b>	<b>\$1,804,701.50</b>	<b>\$588,171.06</b>	<b>\$4,286,313.50</b>
600-160-100-000	EMPLOYEE HOUSING	\$0.00	\$0.00	\$179,759.71	\$0.00
600-202-100-100	State Revolving Loan Fund Payments	\$37,204.01	\$38,569.00	\$38,569.00	\$38,569.00
	<b>ENDING BALANCE</b>	<b>\$1,607,707.00</b>	<b>\$1,498,436.50</b>	<b>\$1,538,742.75</b>	<b>\$1,564,360.25</b>

Increased by \$25 recalculated  
Increased by \$50 recalculated

Increased \$500 + \$2500 = \$3000

Moved \$10,000 into new line item Heavy Equipment; \$15,000 - \$10,000 = \$5,000

## VISA® CommUNITY CARD APPLICATION

# GROW YOUR ORGANIZATION WITH PURCHASING POWER AND SPENDING TOOLS.

Give your non-profit (501c3/c4) or municipality the opportunity to get something more.

The Visa CommUNITY Card is the perfect way to manage finances for your organization. Take a look at what it offers...

- Consolidated statements
- Free management reporting
- Generous credit line
- Dedicated cardmember service
- Rewards program
- Pay in full

### Take Control of Your Organization's Finances.

The Visa CommUNITY Card is designed for non-profits (501c3/c4) and municipalities seeking an easier way to manage cash flow and expenses. Enhanced reporting helps document expenses, track purchases, reveal spending patterns, organize budgeting information and save time on accounting procedures.

#### No Personal Guarantee Needed

Credit approval is based on your Organization, not your personal assets.

#### Dedicated Servicing Group

To ensure all your needs are handled quickly and efficiently, Cardmember Service is your single point of contact to assist with account changes or additions, or to answer any questions you may have. Cardmember Service, based in the U.S., is available 24 hours a day, seven days a week.

#### Consolidated Statements

Organization will receive central billing in one statement each month showing all charges at a single glance. Charges are grouped by cardmember.

#### Rewards Program

Help reduce expenses with a rewards program. Earn one point per dollar spent on eligible

purchases<sup>1</sup> and redeem for flights with no blackout dates, 1% cash back†, gift cards or merchandise with no earnings caps! Rewards points from all CommUNITY cards are pooled to one central account.



CASH BACK  
unlimited 1%.



TRAVEL  
no black-out dates.



MERCHANDISE  
electronics,  
decor, gifts  
and more.



GIFT CARDS  
leading  
restaurants,  
retailers  
and more.

#### Free Online Reporting

Our free, comprehensive online management reporting tool can track spending on a monthly, quarterly, annual or YTD basis. You can view your spending by category. Your reports can be customized and your data displays in a clean, easy-to-read format that can be downloaded to a PDF.

## Apply Today!

We may change fees and other Account terms in the future based on your experience with Elan Financial Services and its affiliates as provided under the Cardmember Agreement and applicable law.

<sup>1</sup> See Rewards Program Rules on page 6.

<sup>†</sup> See footnote after Rewards Program Rules on page 6.



**EVERYTHING** LISTED BELOW MUST BE INCLUDED IN THE FAX.**REQUIRED** ENTIRELY COMPLETED Application Pages 4 and 5.**APPLICATION**

- 1. Product Selection

Ensure product is selected (Non-Profit (501c3/c4) or Municipality, Rewards or No Rewards)

- 2. Organization Information

Ensure all fields have been completed.

**Note:** Any missing information could delay the processing of your application and require additional calls.

- 3. Authorized Officer Information

Ensure all fields have been completed.

Ensure AO has signed and dated the application on page 5

**Note:** Any missing information could delay the processing of your application and require additional calls.

**DOCUMENTATION AND REQUIREMENTS**

- Legal Identity Documentation

Must be established a minimum of two years and have an established credit history (greater than 1 year preferred). Legal Organization name on the Application must match the Legal Organization name on the Identity Document and Financial Documentation (e.g. Balance Sheets, Income/Cash Flow Statements, Tax Returns or Audited Financial Statements).

**REQUIRED** Include one of the following documents (Must reflect 501c3/c4 status/classification):

- Articles of Incorporation, or
- IRS 501c3/501c4 determination letter, or
- Secretary of State Filing, or
- Certificate in Good Standing, or
- Government-Issued Business License

- Financial Documentation:

**REQUIRED**  Total Organization Anticipated Monthly Credit Card Spend of:

\$500 to \$50,000

Most recent fiscal year-end financials (Income Statement & Balance Sheet) or tax return required

\$50,001 to \$500,000

Most recent 2 years of 3rd party prepared financial statements (in order of preference):

- Audited Statements OR
- Reviewed Statements OR
- Compiled Statements OR
- Organization's Tax Returns

If most recent full year financials statements are more than 5 months old, include interim Income Statement & Balance Sheet

**Missing or incomplete information or documentation could delay the processing of your application and require additional calls.**

# FOR INTERNAL USE ONLY

**REQUIRED** 1. **MUST BE COMPLETED** by the Financial Institution.

<b>Legal Organization Name:</b>		
Employee Receiving Credit – Elan Location Code (not Branch or ID number)	Employee Receiving Credit – Officer ID (eight characters max, alpha or numeric)	Employee Receiving Credit – Branch ID (your Branch number, nine characters max, alpha or numeric)
Employee Receiving Credit – First Name	Employee Receiving Credit – Last Name	Employee Receiving Credit – Phone Number
Employee Receiving Credit – Email Address		

**REQUIRED** 2. Enter **Elan Location Code** on the top of the Application, Pages 4 and 5.

**REQUIRED** 3. Include **ALL REQUIRED** Documentation listed on page 2 and the **COMPLETED** Application Pages 4 and 5 with this FAX Cover Letter.

**FAX TO: 866.509.6772** Number of Pages (including Cover Letter): \_\_\_\_\_

FROM: \_\_\_\_\_ Telephone Number: (        ) \_\_\_\_\_ - \_\_\_\_\_

Email Address: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

# VISA® CommUNITY CARD APPLICATION

**Elan Location Code (Required)**

**If no Location Code indicated, App can not be processed.**

**All fields are REQUIRED. Any missing information may cause your application to be delayed or declined.**

**ATTENTION APPLICATION MUST BE COMPLETED AND ALL SECTIONS MUST BE SIGNED**  
Any missing information or signatures could delay the processing of your application and require additional calls.

CARD OPTIONS  
CHOOSE ONE

**Non-Profit (NP)**

- Visa CommUNITY Card (No Rewards)** COCV SC 07415 PC 4045 KP:F
- Visa CommUNITY Card w/Rewards** COCV SC 07416 PC 4047 KP:F

**Municipalities (MU)**

- Visa CommUNITY Card (No Rewards)** COCV SC 07417 PC 4045 KP:F
- Visa CommUNITY Card w/Rewards** COCV SC 07418 PC 4047 KP:F

Note: If no selection is made or both products are selected, we will process your application for a Visa CommUNITY Card (No Rewards).  
**SEE SUMMARY OF VISA ACCOUNT TERMS ON PAGE 6 FOR FEES AND OTHER COST INFORMATION.**

ORGANIZATION INFORMATION	Legal Organization Name			
	Organization Name to Appear on Card (maximum of 21 characters)			Tax ID Number
	Street Address (No PO Boxes Allowed, U.S. Addresses Only)			Suite/Unit #
	City		State	ZIP Code
	Doing Business As (DBA) Name		Doing Business As (DBA) Street Address (NO PO Boxes Allowed, U.S. Addresses Only)	
	City		State	ZIP Code
	Mailing Address (If Different Than Above)		City	
	State	ZIP Code	Year Organization Established	Organization Phone Number ( ) -
	Gross Annual Sales: \$		Total Organization Anticipated Monthly Credit Card Spend: \$	

ORGANIZATION STRUCTURE AND CASH ACCESS	Legal Structure: <input type="checkbox"/> Non-Profit <input type="checkbox"/> Municipality	Nature of Business (Describe your organization in 5 words or less.)		
	Type of Industry: <input type="checkbox"/> Agriculture, Forestry, Fishing <input type="checkbox"/> Construction <input type="checkbox"/> Finance, Insurance, Real Estate <input type="checkbox"/> Manufacturing <input type="checkbox"/> Mining			
	<input type="checkbox"/> Public Administration <input type="checkbox"/> Retail Trade <input type="checkbox"/> Services <input type="checkbox"/> Transportation <input type="checkbox"/> Other			
	Industry Sub Group (e.g. Women's clothing if Retail Trade selected above)		NAICS Code: 6-digit Business Classification Code. (See <a href="http://www.naics.com/search">www.naics.com/search</a> to locate code.)	
	Cash access enabled on any organization cards? <input type="checkbox"/> Yes <input type="checkbox"/> No		Country of Formation: (If "Other" provide country name.) <input type="checkbox"/> USA <input type="checkbox"/> Other	

ACCOUNT RELATIONSHIP INFORMATION	<b>Enter your total assets and length of relationship with this Financial Institution.</b>		
	Combined Checking, Savings and Money Market Accounts \$	Combined Investment and Retirement Accounts \$	Please provide the length of time, in years, that you have had a financial relationship with this Institution (if applicable):  Years

# VISA® CommUNITY CARD APPLICATION

**Elan Location Code (Required)**

If no Location Code indicated, App can not be processed.

The Authorized Officer must be authorized by the Organization to execute binding agreements on the Organization's behalf and is required to be a cardmember. Upon approval, the Authorized Officer will automatically be issued a card.

AUTHORIZED OFFICER INFORMATION	Authorized Officer Name (First, Middle, Last)		Suffix	Email Address <sup>1</sup>		
	<sup>1</sup> We use email to communicate information about your credit card application and booked credit card accounts. Confidential, personal or financial information will never be sent or requested using the email provided.					
	Authorized Officer's Organization Title		<input type="checkbox"/> President	<input type="checkbox"/> Vice President	<input type="checkbox"/> Treasurer	<input type="checkbox"/> Partner/Principal
			<input type="checkbox"/> CEO	<input type="checkbox"/> CFO	<input type="checkbox"/> General Manager	<input type="checkbox"/> Managing Member
	Home Street Address (No PO Boxes Allowed, U.S. Addresses Only)					Suite/Unit #
	City			State	ZIP Code	

(Photocopy the application for additional employees.) — Complete if you would like to allow additional users on this account. The Individual Employee information will not be used to determine creditworthiness for approving this application, nor will they share liability for the account. Do not include the Authorized Officer. Employees cards are issued with access to the total credit limit of the account. Individual spending limits can be adjusted after the cards are issued via your online account management website or app.

INDIVIDUAL EMPLOYEE INFORMATION	<b>Name of Employee</b> (First, Middle, Last)	Suffix	Date of Birth	Social Security Number
			/ /	- -
	<b>Name of Employee</b> (First, Middle, Last)	Suffix	Date of Birth	Social Security Number
			/ /	- -
	<b>Name of Employee</b> (First, Middle, Last)	Suffix	Date of Birth	Social Security Number
		/ /	- -	
<b>Name of Employee</b> (First, Middle, Last)	Suffix	Date of Birth	Social Security Number	
		/ /	- -	

The Authorized Officer (the "Applicant") signing this application is applying, on behalf of Organization, for a Visa CommUNITY Card Account ("Account") issued by Elan Financial Services ("we," "us" or "our"). If the Organization is approved for an Account, the Applicant requests and directs us to open an Account and to issue Visa CommUNITY Cards ("Card", "Cards") to the Applicant and to any individual employee applicants ("Employee Applicants") of the Organization as designated by the Applicant on this application or its addendum, or by any process agreed to by us and the Organization. The Applicant certifies that (i) the execution, delivery and performance of this application has been authorized by all necessary corporate action by the Organization, evidence of which action will be provided upon request; and (ii) the Applicant is authorized to bind the Organization to the terms of this application and the Applicant Agreement. At the time the Account is opened, the Applicant and each Employee Applicant will be issued a Card and a Cardmember Agreement governing individual use of the Account and Cards. Use of the Card or the Account will signify acceptance of the terms of the Cardmember Agreement, which may be amended from time to time. We reserve the right to consider the Organization for a lower spending limit if one was requested. As long as the Account is open, we may obtain credit reports about the Organization from time to time. The Applicant understands and agrees that the Organization is solely liable for all charges made to the Account, including all Cards designated by the Organization. The Applicant understands and agrees that we may increase or decrease the spending limit assigned to the Account and/or the Cards within the Account or close the Account at any time based on our credit guidelines, credit report information, Account history, or the financial circumstances of the Organization. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. All applicants must be at least 18 years old and agree that Accounts and Cards will be used primarily for business purposes, and not personal, family, or household purposes. You further agree that in order to open and administer the Account that may be established as a result of this application that we and the correspondent financial institution that solicited this application may share certain information about you and your ongoing Account activity. Information from this application may be shared with our affiliates. Cash access is subject to credit approval. You certify that to the best of your knowledge, the information provided about yourself, the name and address provided for the legal entity customer, and the information provided about the individual(s) with control over the legal entity customer is complete and correct.

APPLICATION ACKNOWLEDGMENT	<b>By signing below, I understand and agree that:</b>	
	<ul style="list-style-type: none"> <li>I intend to apply for a credit card</li> <li>I received, reviewed and agree to the terms and conditions provided with my application</li> <li>I authorize the creditor/issuer of this card to process the application and request a credit report on the organization</li> </ul>	
	<b>Signature of Authorized Officer</b>	<b>Date</b>
	<b>X</b>	
<b>Printed Name of Authorized Officer</b>		
<b>Legal Name of Organization</b> (Legal Organization name as listed on page 4 of the application must match the Legal Organization Name on the Identity Documents and Financial Documentation.)		

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:** To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires all financial institutions to obtain, verify, and record information that identifies each customer that opens an account. What this means for you: When you open an account with us, we will ask for your legal name, address, tax identification number, and other identifying information that will assist us. We may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

**Summary of Visa Account Terms**

Payment Information	Visa CommUNITY Card (No Rewards)	Visa CommUNITY Card with Rewards
All charges made on this CommUNITY Card are due and payable by the Payment Due Date shown on your periodic statement.		
Fees		
<b>Annual Fees</b>	<b>None</b>	<b>\$99.00</b> (Authorized Officer <b>None</b> (Authorized Employees)
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>• Convenience Check Cash Advance<sup>1</sup></li> <li>• Cash Advance</li> <li>• Cash Equivalent Advance</li> <li>• Overdraft Protection<sup>2</sup></li> </ul>	Either <b>4%</b> of the amount of each advance or <b>\$10</b> minimum, whichever is greater Either <b>4%</b> of the amount of each advance or <b>\$10</b> minimum, whichever is greater Either <b>4%</b> of the amount of each advance or <b>\$10</b> minimum, whichever is greater Either <b>4%</b> of the amount of each advance or <b>\$10</b> minimum, whichever is greater	
<ul style="list-style-type: none"> <li>• Foreign Transaction</li> </ul>	<b>2%</b> of each foreign purchase transaction or foreign ATM advance transaction in U.S. Dollars.  <b>3%</b> of each foreign purchase transaction or foreign ATM advance transaction in Foreign Currency.	<b>None</b>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> <li>• Overlimit</li> </ul>	Either <b>3%</b> of the amount past due or <b>\$39</b> minimum, whichever is greater <b>\$35</b>  <b>\$35</b>	
		<b>None</b>

**Contact For Updates:** The information about the costs of the card described in this application is accurate as of October 1, 2022. This information may have changed after that date. To find out what may have changed, call us at 866.552.8855 (we accept relay calls) or write us at PO Box 6353, Fargo, ND 58125-6353.

<sup>1</sup> Not all products receive Convenience Checks.

<sup>2</sup> Not all products/financial institutions offer Overdraft Protection.

**Right to Change Terms:** We may change fees and other Account terms in the future based on your experience with Elan Financial Services and its affiliates as provided under the Cardmember Agreement and applicable law.

**Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with the law.

**Authorization for the Social Security Administration to Disclose Your Social Security Number Verification:** In connection with your application for this account and by submitting this application, you authorize the Social Security Administration (SSA) to verify and disclose to us through Early Warning Services, LLC, our service provider, whether the name, Social Security Number (SSN) and date of birth you have submitted matches information in SSA records. This one-time consent is valid for the next 90 days.

**Rewards Program Rules:** Rewards are earned on eligible net purchases. Net purchases are purchases minus credits and returns. Not all transactions are eligible to earn rewards, such as Advances, Balance transfers, and Convenience Checks. Account must be open and in good standing to earn and redeem rewards and benefits. Upon approval, see your Cardmember Agreement for details. From the date you open your Account until your Account is closed, you will receive one reward point for each dollar of net purchases charged to a Visa CommUNITY card with Rewards Account during each statement period. Reward points will not be awarded to a cardmember for net purchases during a statement period if the cardmember's Account is not open and current (not past due or overlimit) on the statement closing date. You may not redeem Points, and you will immediately lose all of your Points, if your Account is closed to future transactions (including, but not limited to, due to Program misuse, failure to pay, bankruptcy, or death). Reward points will be earned and redeemed at the organization level. Reward points may be redeemed for airfare (subject to the maximum ticket price and redemption schedule set forth in the Rewards Program Rules), name brand merchandise, gift certificates or Cash Back†. We cannot control how merchants choose to classify their business and reserve the right to determine which purchases qualify. Points expire three years from the end of the quarter in which they are earned. Rewards are administered by a third party.

† Reward points can be redeemed as a cash deposit to a checking or savings account with this Financial Institution only, which will be deposited within seven business days, or as statement credit to your CommUNITY Card account, which will be deposited within one to two billing cycles or as a Rewards Card (\$25 minimum redemption).

The creditor and issuer of this credit card is Elan Financial Services, pursuant to a license from Visa U.S.A. Inc.

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From: **mark henry** mhenry351@gmail.com  
Subject: **Water sewer tap fee deferral**  
Date: **Nov 22, 2022 at 11:28:50 AM**  
To: **Mark Henry** mhenry351@gmail.com

---

**Town of Lake City,**

**Regarding property located at 809 Silver street Lake City Colorado 81235.  
Legal description: Town of Lake city, block 9, lot 12-13, Hinsdale county**

**This letter will serve as application for deferral of water sewer tap fees. I am asking for a variance/deferral of water and sewer separate tap fees. On 8/24/2022 I applied for and was issued a building permit for the conversion to living space of an existing detached garage on my property. The water and sewer taps to serve this building were installed in the summer of 2021 while excavating for the added garage (shown as proposed garage on site plan). These water and sewer taps were tied into the existing main cabins taps. Both the Building inspector (Gabe McNeese) and the public works director (Jameson Johnston) were aware of my plan to convert the existing garage into living space. Both Jameson and Gabe visited the job site to be sure I was burying the water line deep enough to prevent freezing. I only learned of the variance/deferral requirement on 9-26-2022 when Gabe McNeese visited the site for what I thought would be the final inspection on the garage conversion.**

**I now understand the reason for the variance/deferral requirement outlined in the Lake city code of ordinances. I do not plan on selling separately the garage or any other building on the property. I also don't believe the property is sub dividable. Although I don't think it is necessary, I would be agreeable to recording a deed restriction stating that the property may not be divided without separating the water and sewer taps from the main residence. I have included a site plan drawing/schematic showing the buildings and the water and sewer lines.**

**Please contact me if you need any further information regarding this matter**

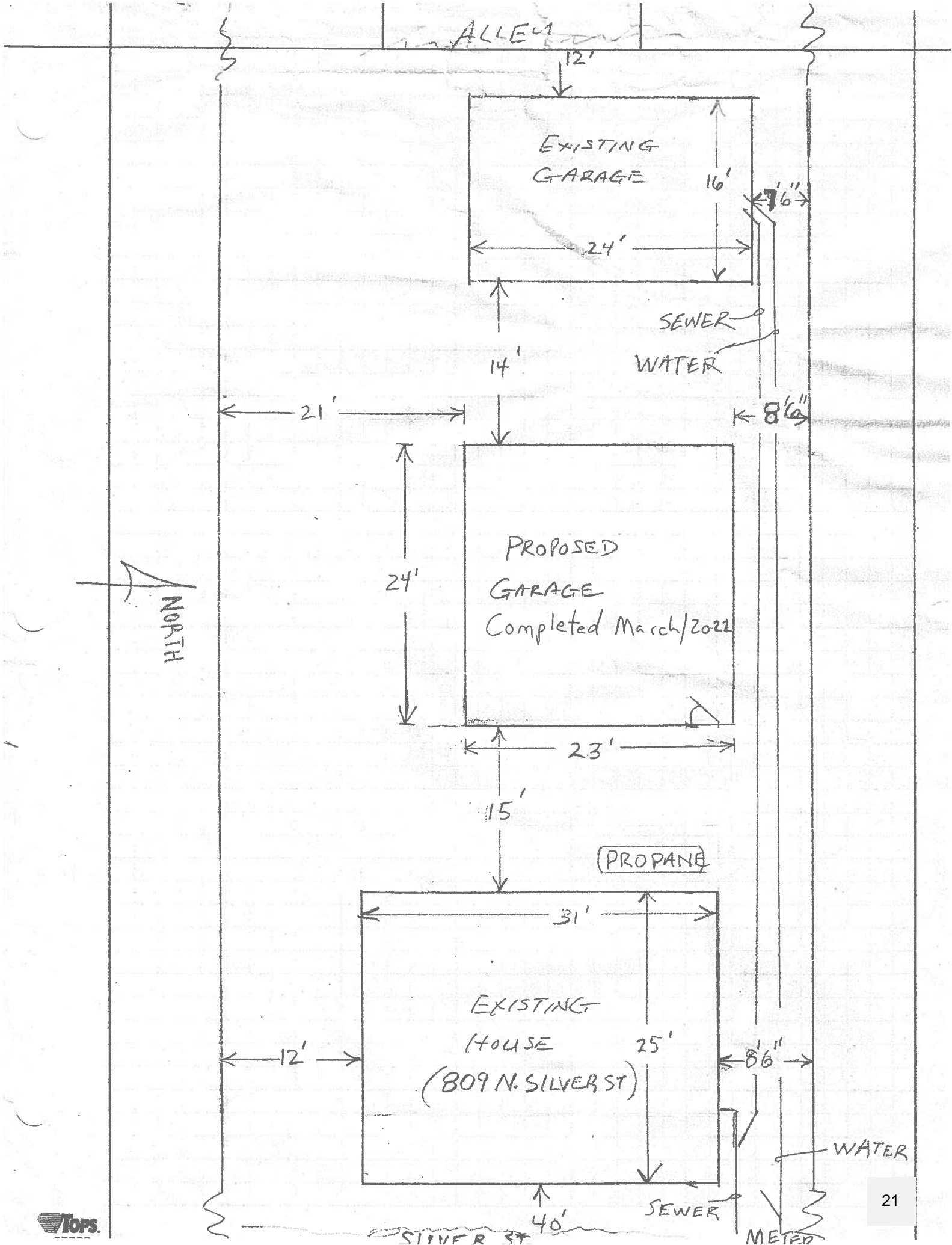
**Mark Henry**

**mhenry351@gmail.com**

**239-253-2333**



**MARK HENRY**



# BUILDING PERMIT No. 22TCARAGE Addition

HINSDALE COUNTY & LAKE CITY

0065

**MUST BE POSTED CONSPICUOUSLY AT JOB SITE**

on the site described as follows:

809 SILVER ST

This permit authorizes a building ~~mobile home~~ to be

Addition to Existing  
**GARAGE**

constructed
<del>added onto</del>
<del>remodeled</del>
repaired
moved and placed

All work shall conform to the information set forth on the application for this permit, the approved plans and specifications, and comply with the county building code and regulations as well as all other applicable codes, laws and regulations.

*[Signature]*  
Building Inspector

9/1/2022  
Date

**INSPECTION RECORD** Inspection requests must be received at least one working day in advance.

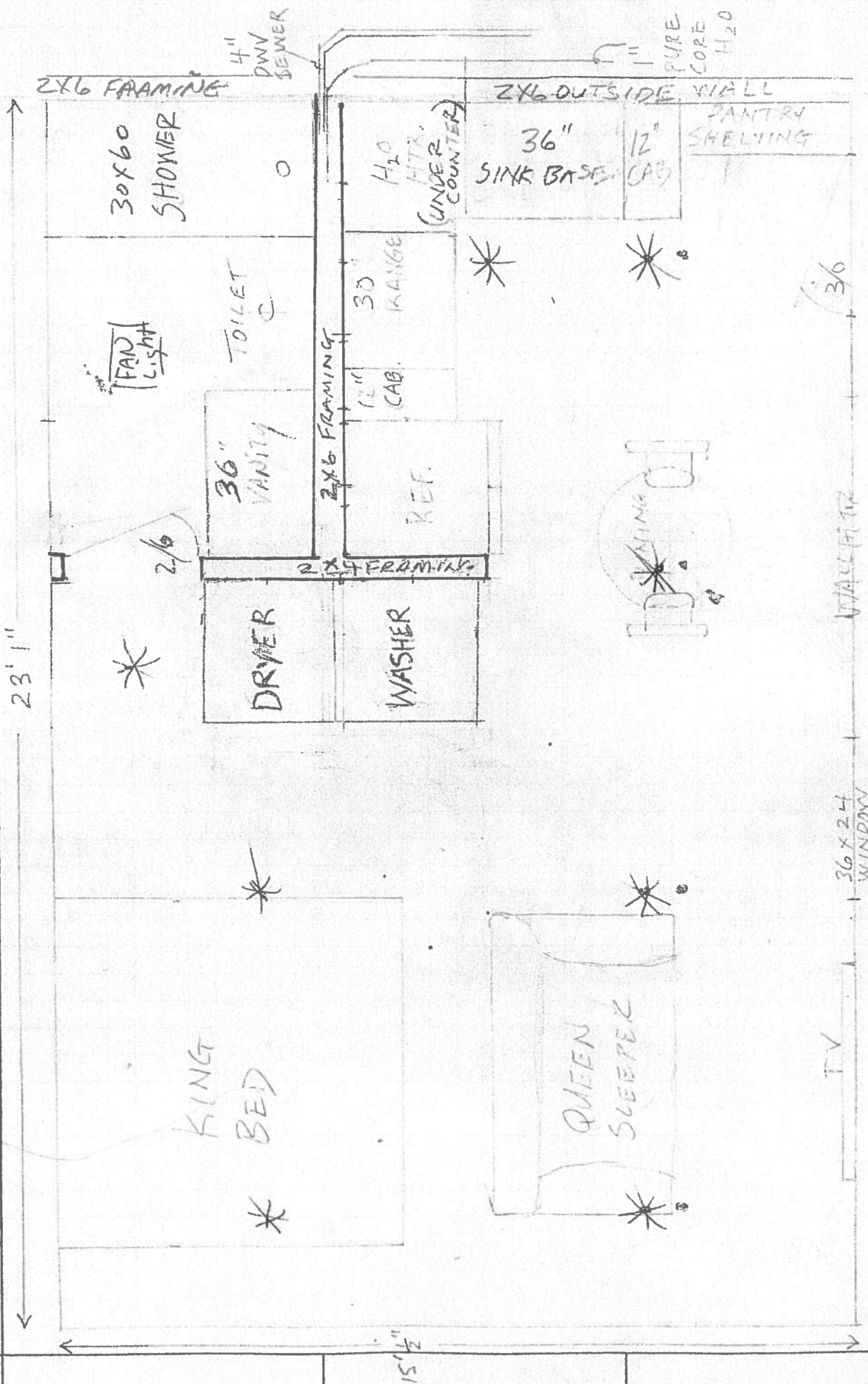
FOUNDATION	FRAME & ROUGH MECH.	SPECIAL INSPECTIONS	FINAL
soils, excavation, footings, forms, rebar, stemwall, flood hazard area items.	beams, girders, headers, studs, plates, joists, rafters, trusses, siding, roofing, ducting, venting, insulations, chimneys fireproofing, etc.	electrical rough in Approved, Date _____ _____ INSPECTOR	Electrical final Approved, Date _____ _____ INSPECTOR
		plumbing rough in Approved, Date _____ _____ INSPECTOR	Plumbing Final Approved, Date _____ _____ INSPECTOR  Sewage system approved Water supply Driveway approach Road cuts accepted
Approved, Date _____	Approved, Date _____	Approved, Date _____	Approved, Date _____
INSPECTOR	INSPECTOR	INSPECTOR	INSPECTOR

**REMARKS:**

- Correction orders
- Stop work orders issued
- Stop work orders released
- Special conditions
- Etc.



INCLUDED WITH YEAMIT APPLICATION



SCALE: 1CM=1FT



22T Addition 0a5

Use Tax Declaration  
Hinsdale County or Town of Lake City

PROJECT LOCATION

Physical Address: 809 Silver St Lake City CO 81235

Legal Description:

Parcel #(s):

Subdivision:

OWNER/APPLICANT INFORMATION

Owner: MARK HENRY  
Mailing Address: 6002 Island Harbor Rd  
Sebastian FL 32958  
E-mail: mhenry351@gmail.com  
Phone: 289-253-2333

Applicant/Contractor: OWNER  
Mailing Address:  
E-mail:  
Phone:

FILING STATUS

Exempt/Non-Exempt:

Reason Exempt:

Colorado Exemption #:

FEES

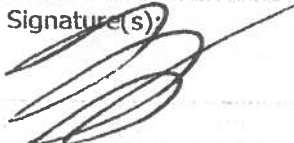
Total Valuation: 6,812,000  
Permit Fee: 146.93

Materials Costs (attach documentation): 3,406.00  
Use Tax: 136.24

ACKNOWLEDGEMENTS

I acknowledge the Use Tax filing status noted above and agree to abide by the provisions and regulations of the Hinsdale County Use Tax Resolution. I understand that I am responsible for maintaining adequate accounting records that are subject to audit for three (3) years after issuance of final Certificate of Occupancy to substantiate my Use Tax return payment. I understand I have ninety (90) days from issuance of the Certificate of Occupancy to apply in writing to the County Treasurer for any refund owed from the Building Use Tax Fund. I will submit receipts for building supplies bought outside Hinsdale County showing taxes paid. (Use Tax Refund Application is available from the Hinsdale County Building Official or the Hinsdale County Treasurer).

Owner/Applicant Signature(s)



Date:

8.24.22

PAYMENT

Received (initial): *me*

Payment Check #: 198

Date: 8.24.2022

Receipt#:

COUNTY USE ONLY

CO Date:

Request Date:

Refund Amount:

Receipt/Check #:

Treasurer's Approval Signature:

Date:

Hinsdale County  
POB 277  
Lake City, CO 81235  
970-944-2225  
building@hinsdalecountycolorado.us



Permit #

22T Addition 00025

**PROJECT LOCATION**  
(Site Plan Required)

Physical Address: 809 SILVER ST LAKE CITY CO 81235  
Legal Description:  
Parcel #(s):  
Subdivision:

**OWNER/APPLICANT INFORMATION**

Owner: MARK HENRY  
Mailing Address: 6002 Island Harbor rd  
Sebastian FL 32958  
E-mail: Mhenry351@gmail.com  
Phone: 239-2053-2333  
Applicant/Contractor: OWNER  
Mailing Address:  
E-mail:  
Phone:

**ARCHITECT/ENGINEER**

Name(s) / Firm:  
Mailing Address:  
E-mail:  
Phone:  
CO License #:

**PROJECT DESCRIPTION**  
(Plans and Specifications Required)

Project Description: Addition / GARAGE Existing  
Town or County: TOWN Zoning District: LMF Setbacks: Lot Size:  
IBC/IRC Occupancy Classification: IRC IBC Construction Type:  
Total Living Area (sq. ft.): 346.00 Garage/Basement/Deck/Porch Area (sq. ft.):  
Stories: 1 Height: Bedrooms: 1 Bathrooms:  
Exterior Finish / Interior Finish: WOOD/DRYWALL Roofing Material: METAL

**VALUATION & FEES**

Total Valuation: 6,812.00  
Permit Fee: 146.93  
Materials Costs (attach documentation): 3,400.00  
Use Tax: 136.24

**PERMIT ACKNOWLEDGEMENTS**

I hereby certify that construction will be in strict accordance with all codes and ordinances of Hinsdale County or the Town of Lake City and the plans and specifications submitted with this application. Separate permits may be required for other aspects of work for the project. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of this permit does not presume to give authority to violate or cancel the provisions of any other federal, state, or local law regulating construction or the performance of construction.

Owner/Applicant Signature(s):

Date: 8.24.22

**PAYMENT/REVIEW**

Application Received (initial) Date: 9/11/2022 Plan Review/Date: N/A Permit Issued/Date: 9/10/22  
Payment Check #: 199 Date: 8/24/2022 Permit Approved/Denied: Reason:  
Building Official Signature: Date: 9/12/2022



## Permit Worksheet - Use Tax/Permit Fee Calculations

<b>Permit #</b>	22T Addition 0065	<b>Owner</b>	Mark Henry
<b>Site Address</b>	809 Silver St. Lake City	<b>Address</b>	Same
<b>Date</b>	8/19/2022	<b>Contractor</b>	Mark Henry

*Directions: Enter square footage for 'Construction/Dwelling Type'. Enter multiple categories if necessary for garage or deck if applicable.  
For additions, remodels, accessory structures etc. enter estimated valuation OR estimated materials cost (then enter 2X estimate for valuation).*

Construction/Dwelling Type	Square Ft.	Valuation	Materials	Use Tax
SFR			\$0.00	\$0.00
SFR - Round Log			\$0.00	\$0.00
Garage-Frame			\$0.00	\$0.00
Garage-Masonry			\$0.00	\$0.00
Car Port			\$0.00	\$0.00
Basement-Semi-finished			\$0.00	\$0.00
Basement-Unfinished			\$0.00	\$0.00
Wooden Deck(s)			\$0.00	\$0.00
Other (addition, remodel, accessory)			\$6,812.00	\$3,406.00
		S.F. OR Materials Estimate (enter estimate in D19)		\$136.24
<b>Total</b>			<b>\$6,812.00</b>	<b>\$136.24</b>

**Total Valuation Categories**

\$1.00 to \$500.00	\$0.00
\$500.00 to \$2000.00	\$0.00
\$2000.00 to \$40,000.00	\$121.93
\$40,000.00 to \$100,000.00	\$0.00
\$100,000.00 to \$500,000.00	\$0.00
\$500,000 to \$1,000,000	\$0.00
\$1,000,000 to \$5,000,000	\$0.00
\$5,000,000 and above	\$0.00

<b>Permit Total</b>	\$121.93
<b>Plan Review</b>	\$25.00

**Mechanical Equipment Value  
Mechanical Permit Fee**

**Use Tax Total  
Permitting Total**

\$136.24 Check Payable to Hinsdale County  
\$146.93 Check Payable to Hinsdale County or Town of Lake City



Alexander Mulhall &lt;alexandermulhall@townoflakecity.co&gt;

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**Application for water sewer tap fees deferral**

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**Gabe McNeese** <building@hinsdalecountycolorado.us>  
To: Alexander Mulhall <alexandermulhall@townoflakecity.co>

Mon, Nov 21, 2022 at 11:57 AM

[\*\*\* This email originated from outside Hinsdale County - PLEASE USE CAUTION OPENING LINKS, ATTACHMENTS OR REPLYING \*\*\* ]

Lex,

Good morning, my problem with this variance is that he did not use a licensed State of Colorado Electrician to do the electrical work on the one car garage. He pulled a Home owners permit, and the Colorado State Electrical Inspector told him this one car garage remodel was not going to be able to be rented out commercially. The owner never pulled a home owners permit for a Colorado State plumbing inspection, let alone a commercial Colorado State Plumbing Inspection. The owner told the Colorado State Electrical inspector and myself the Hinsdale County Building inspector that the garage remodel was just for his wife and himself to stay in while the house was be rented out. The owner is aware of this and continues to sell his house under false pretense. This is not a isolated problem, this is happening thru out the state of Colorado, as well as Hinsdale County and the Town of Lake City.

Sincerely,

Gabe McNeese.

[Quoted text hidden]



Alexander Mulhall <alexandermulhall@townoflakecity.co>

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## Application for water sewer tap fees deferral

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**Gabe McNeese** <building@hinsdalecountycolorado.us>  
To: Alexander Mulhall <alexandermulhall@townoflakecity.co>

Mon, Nov 21, 2022 at 3:34 PM

[\*\*\* This email originated from outside Hinsdale County - PLEASE USE CAUTION OPENING LINKS, ATTACHMENTS OR REPLYING \*\*\* ]

Lex,

I am just waiting on word from the State Electrical inspector?? I know he never contacted the State Plumbing inspector, I need the Blue Placard and I need to do a walk through and make sure it's safe and up to code. it doesn't look all the way done, I was over there last Wednesday and didn't see any paperwork. He still cannot rent it out legally.

[Quoted text hidden]

Section 21-22 **Conditions of and application for connection.**

(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 property 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.





# 2022

## LAKE CITY, COLORADO SCHEDULE OF FEES AND CHARGES

Code Section	Description	Fee	
<b>Chapter 4--ANIMALS</b>			
4-25	Boarding fees for impounded dogs, per full or partial day	\$50.00	
4-28	License fees for dogs		
	Neutered males and spayed females, per year	\$5.00	
	Unneutered males and unsprayed females, per year	\$15.00	
<b>Chapter 5--BUILDINGS AND BUILDING REGULATIONS</b>			
5-95	Factory built structure siting permit application fee	\$10.00	
5-119	Building permit fees (calculated based on valuation schedule)		Commercial valuation schedule
5-119	Administrative fee for building permit extensions	\$25.00	
5-119	Plan review fee (% of building permit fee)	10%	
5-119	Mechanical permit fee	\$25.00	
	Plus % of installed equipment costs (not including labor)	2%	
5-119	Modular building fees (calculated based on valuation schedule)		
5-119	Additional plan review (changes, revisions, additions), per hour	\$50.00	
5-119	Third party consultants (plan review, inspections, etc.)	Actual cost	
<b>Chapter 6--BUSINESSES AND BUSINESS REGULATIONS</b>			
6-22	Annual license fee for hotels, motels, tourist cabins and trailer courts having two or less rental units	\$10.00	
6-22	Annual license fee for other businesses and occupations	\$25.00	
<b>Chapter 10--FLOODS</b>			
10-34	Variance application fee	\$25.00	
	Flood Plain Development Review Application Fee	\$250.00	
<b>Chapter 12--HISTORIC PRESERVATION</b>			
	Certification of Appropriateness	\$50.00	
<b>Chapter 17--STREETS, SIDEWALKS AND OTHER PUBLIC PLACES</b>			
17-52	Excavation and encroachment (Oct '17) permit application fee	Major \$200 Minor \$100 PB 10%	
17-147	Building moving permit fee (does not include the estimated costs which the town will incur for the safety of persons and the preservation of property and for any services required by the town in connection with said permit)	\$15.00	
<b>Chapter 19--SUBDIVISIONS</b>			
19-5	Preliminary plat filing fee (does not include costs incurred for legal, engineering or other services or costs in processing the subdivision and reviewing the plat)	\$100.00	
19-8	Minor subdivision plat submission	\$50.00	
19-10	Replat or amended plat submission	\$50.00	

# 2022

## LAKE CITY, COLORADO SCHEDULE OF FEES AND CHARGES

<b>Chapter 21–UTILITIES</b>			
21-21	Deposit for water or sewer service	\$340.00	
21-22	Administrative fee for deferral of requirements for separate water and sewer taps	\$500.00	
21-23	Water plant investment fee		
	3/4" or smaller tap	\$6,000.00	
	1" tap	\$10,667.00	
	1 1/2" tap	\$24,000.00	
	2" tap	\$42,667.00	
	3" tap	\$96,000.00	
	4" tap	\$17,667.00	
21-23	Sewer plant investment fee		
	3/4" or smaller tap	\$7,000.00	
	1" tap	\$10,244.00	
	1 1/2" tap	\$28,000.00	
	2" tap	\$49,778.00	
	3" tap	\$112,000.00	
	4" tap	\$199,111.00	
21-24	Inspection fee for taps, service lines and service facilities	\$50.00	each
21-31	3/4" meter	\$1,453.38	
	1" meter	\$1,767.22	
	<i>Any meter size greater than 1", please contact Public Works</i>		
21-32	Metered water service rate (every two months for the first 13,999 gallons of metered water use per bi-monthly period), plus	\$80.00	
	per 1,000 gallons of water used over 13,999 and up to 17,999 gallons	\$3.00	
	per 1,000 gallons of water used over 17,999 and up to 23,999 gallons	\$4.25	
	per 1,000 gallons of water used over 23,999 gallons	\$5.50	
21-32	Metered sewer service rate (every two months for the first 13,999 gallons of metered water use per bi-monthly period), plus	\$80.00	
	per 1,000 gallons of water used over 13,999 gallons (for all metered customers other than single-family residences)	\$4.25	
21-34	Shut-off fee for Request to Shut Off Service and to Abandon Taps	\$100.00	
21-34	Shut-off and Reconnect Fee for Delinquent Accounts	\$100.00	
21-61	Telephone occupation tax	\$250.00	
21-91	New CATV system permit application fee (not to exceed \$2,000.00)	Actual costs	
21-93	Application fee for renewal of existing CATV system permit (not to exceed \$2,000.00)	Actual costs	
21-147	Administrative fee to offset town expenses for electric franchise	\$500.00	
<b>Chapter 23–ZONING</b>			
23-5	Conditional use permit, Vacation Rental annual fee	\$375.00	
23-16	Application fee for permit to keep horses, burros, donkeys and mules	\$50.00	
23-16	Application fee for permit to keep miniature horses	\$100.00	
	Renewal fee for permit to keep miniature horses, annual	\$100.00	
23-16	Permit fee for horse-drawn carriage business, annual	\$100.00	
23-18	Sign permit, base fee	\$25.00	
	Plus, per square foot of sign surface area	\$1.00	
23-20	Application fee for amendment to zoning regulations	\$100.00	
23-23	Application fee for request for approval of a conditional use, change in a nonconforming use, or other action required to be reviewed	\$100.00	

# 2022

## LAKE CITY, COLORADO SCHEDULE OF FEES AND CHARGES

23-25	Application fee for mobile home or travel home park construction permit	\$100.00	
23-26	Site specific development plan review fee	\$500.00	

# 2022

## LAKE CITY, COLORADO SCHEDULE OF FEES AND CHARGES

Recreation			
	Weight Room per year	\$120.00	
	Weight Room per year - under the age of 18	\$40.00	
	Weight Room per month	\$20.00	Effective 1-1-2023
	Ski Hill Lift Ticket w/ Rentals	\$20.00	
	Ski Hill Season Pass	\$100.00	
Facility Rentals			
<b>Armory Main Hall:</b>			
	1-6 Hours	\$20.00	Hour
	6hrs +/-day	\$200.00	Flat Fee
<b>Armory Multi Purpose Room:</b>			
	1-6 Hours	\$20.00	Hour
<b>Armory Commercial Kitchen:</b>			
	1-6 Hours	\$25.00	Hour
<b>Town Park:</b>			
	1-6 Hours	\$20.00	Hour
	6hrs +/-day	\$200.00	Flat Fee
<b>Memorial Park:</b>			
	1-6 Hours	\$20.00	Hour
	6hrs +/-day	\$200.00	Flat Fee
<b>Memorial Park Concession Stand:</b>			
	1-6 Hours	\$10.00	Hour
	6hrs +/-day	\$60.00	Flat Fee
<b>Memorial Park Beach Gazebo:</b>			
	1-6 Hours	\$20.00	Hour
	6hrs +/-day	\$200.00	Flat Fee
<b>Refundable cleaning/damage deposits (separate checks):</b>			
	Armory Main Hall	\$500.00	
	Armory Kitchen	\$500.00	
	Armory Multi Purpose	\$200.00	
	Town Park	\$300.00	
	Memorial Park	\$300.00	
	Memorial Park Concession	\$200.00	
Public Records Request			
	Photocopies – Black & White, 8 ½ x 11, 1 side	\$0.35	
	Photocopies – Black & White, 8 ½ x 14, 1 side	\$0.45	
	Photocopies – Black & White, 11 x 17, 1 side	\$0.60	
	Copy of Meeting Recording on zip drive	\$15.00	
	Research & Retrieval Fees - per hour for requests requiring more than one hour of staff time.	\$40.00	
	Requests that are estimated to exceed 2 hours of staff time will require a deposit equal to the estimated hours of staff time needed times the hourly rate.		

230 N. Bluff Street  
PO Box 544 Lake City, CO 81235  
970-944-2333  
www.townoflakecity.co

# TOWN OF LAKE CITY

## New Liquor Application Checklist

Applicant Wrangler Hospitality, LLC Phone [REDACTED]

Dbas The Wrangler Contact Loren Hill

Type of License Transfer 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)

Yes Does applicant hold any other liquor licenses? (See code for limitations)

No 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

\$ 750 Town Application Fee (Non-Refundable) CK# 5001

\$ 75 Town License Fee CK# 75.00

\$ Town Manager Registration

\$ 1150 State Application Fee CK# 5002

\$ 500 State License Fee CK# 5004 5010

\$ State Manager Registration

yes Individual History Record Form DR8404-1, Principal and Manager

yes CBI Report Received

11/16/22 Date application deemed complete and accepted by Town Clerk. Put on next meeting agenda to set the public hearing.

N/A Public Hearing Date

(No less than 30 days after application acceptance date.)

N/A Date premises posted to notify the public of the hearing date.

(At least 10 days prior to hearing.)

N/A 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 results at least 5 days prior to hearing.

### Decision of Liquor Licensing Authority

       Approved

       Denied

       Date notified applicant by certified mail of LLA decision. (Within 30 days 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

\$ Temp. liquor pen  
\$100 CK# 5005

## 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](http://SBG.Colorado.gov/Liquor) for more information**


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





<b>Name</b> WRANGLER HOSPITALITY, LLC	<b>Type of License</b> TAVERN (CITY)	<b>Account Number</b>																		
<p>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? <span style="float:right">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p> <p>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</p> <p style="margin-left: 20px;">a. Been denied an alcohol beverage license? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">b. Had an alcohol beverage license suspended or revoked? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p> <p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="text-align: right; margin-right: 100px;">or</p> <p style="text-align: right; margin-right: 100px;">Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align: right; margin-right: 100px;">Other: _____</p> <p>11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (&gt;) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p>12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (&lt;) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p>13 a. For additional Retail Liquor Store only Was your Retail Liquor Store License issued on or before January 1, 2016? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p>13 b. Are you a Colorado resident? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <span style="float:right"><input checked="" type="checkbox"/> <input type="checkbox"/></span></p> <p>15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <span style="float:right"><input checked="" type="checkbox"/> <input type="checkbox"/></span></p> <p style="margin-left: 20px;"><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p style="margin-left: 20px;">a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:</p> <table border="1" style="width:100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width:40%;">Landlord BUCKING HORSE PROPERTIES, LLC</td> <td style="width:40%;">Tenant WRANGLER HOSPITALITY, LLC</td> <td style="width:20%;">Expires 10/31/24</td> </tr> </table> <p style="margin-left: 20px;">b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".</p> <p>16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Last Name</td> <td style="width:20%;">First Name</td> <td style="width:15%;">Date of Birth</td> <td style="width:20%;">FEIN or SSN</td> <td style="width:15%;">Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <p>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</p> <p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p style="text-align: center;">Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/></p> <p>18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p> <p>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</p> <p style="margin-left: 20px;">a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p style="margin-left: 20px;">If "yes" a copy of license must be attached.</p>			Landlord BUCKING HORSE PROPERTIES, LLC	Tenant WRANGLER HOSPITALITY, LLC	Expires 10/31/24	Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage										
Landlord BUCKING HORSE PROPERTIES, LLC	Tenant WRANGLER HOSPITALITY, LLC	Expires 10/31/24																		
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																

<b>Name</b> WRANGLER HOSPITALITY LLC	<b>Type of License</b> TAVERN (CITY)	<b>Account Number</b>		
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes	No		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	<input type="checkbox"/>	<input type="checkbox"/>		
c. How long has the club been incorporated?	<input type="checkbox"/>	<input type="checkbox"/>		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	<input type="checkbox"/>	<input type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
a. Is the applicant an institution of higher education?				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>23. For all on-premises applicants.</b>				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
<b>Last Name of Manager</b> HILL	<b>First Name of Manager</b> LOREN			
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
b. Designated Manager for Related Facility- Campus Liquor Complex				
<b>Last Name of Manager</b>	<b>First Name of Manager</b>			
<b>26. Tax Information.</b>				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
<b>Name</b> LOREN HILL	<b>Home Address, City &amp; State</b> PO BOX 1449 WILSON WY 80314	<b>DOB</b> 11/26/60	<b>Position</b> Managing Member	<b>%Owned</b> 100%
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name <b>WRANGLER HOSPITALITY, LLC</b>	Type of License <b>TAVERN (CITY)</b>	Account Number
<b>Oath Of Applicant</b>		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license		
Authorized Signature 	Printed Name and Title <b>Loren Hill member</b>	Date <b>10/5/22</b>
<b>Report and Approval of Local Licensing Authority (City/County)</b>		
Date application filed with local authority <b>Nov. 4 2022</b>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <b>12/7/22</b>	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	<input type="checkbox"/>	<input type="checkbox"/>
<b>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</b>		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

## Temporary Liquor Permit Application

The following must accompany this Temporary Permit Application:

- \$100 Application Fee  
 Transfer of Ownership Application

Name of Applicant (exactly as it appears on Transfer of Ownership application):

WRANGLER HOSPITALITY, LLC

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Trade Name of Establishment (dba): \_\_\_\_\_ THE  
WRANGLER \_\_\_\_\_

Address of Premises (exactly as it appears on Transfer of Ownership application):

300 W. THIRD STREET LAKE CITY, CO 81235

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Business Phone: \_\_\_\_\_ (307) 690-6002

 \_\_\_\_\_

Authorized Signature

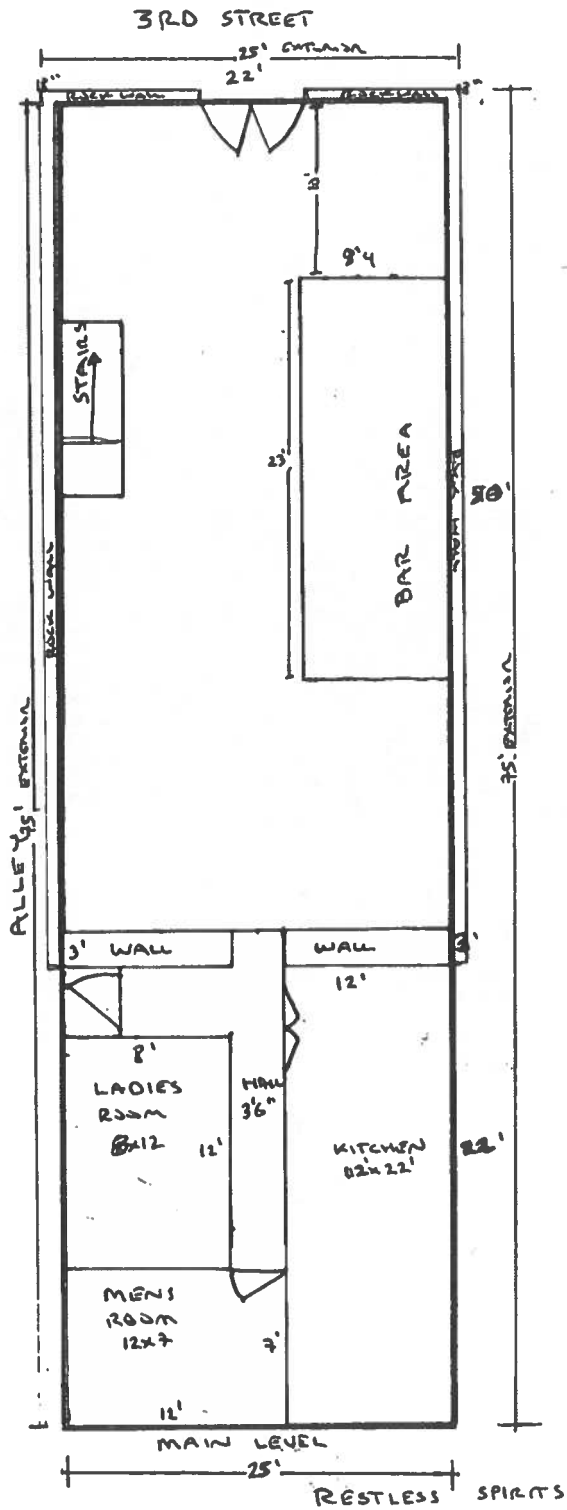
10/5/22

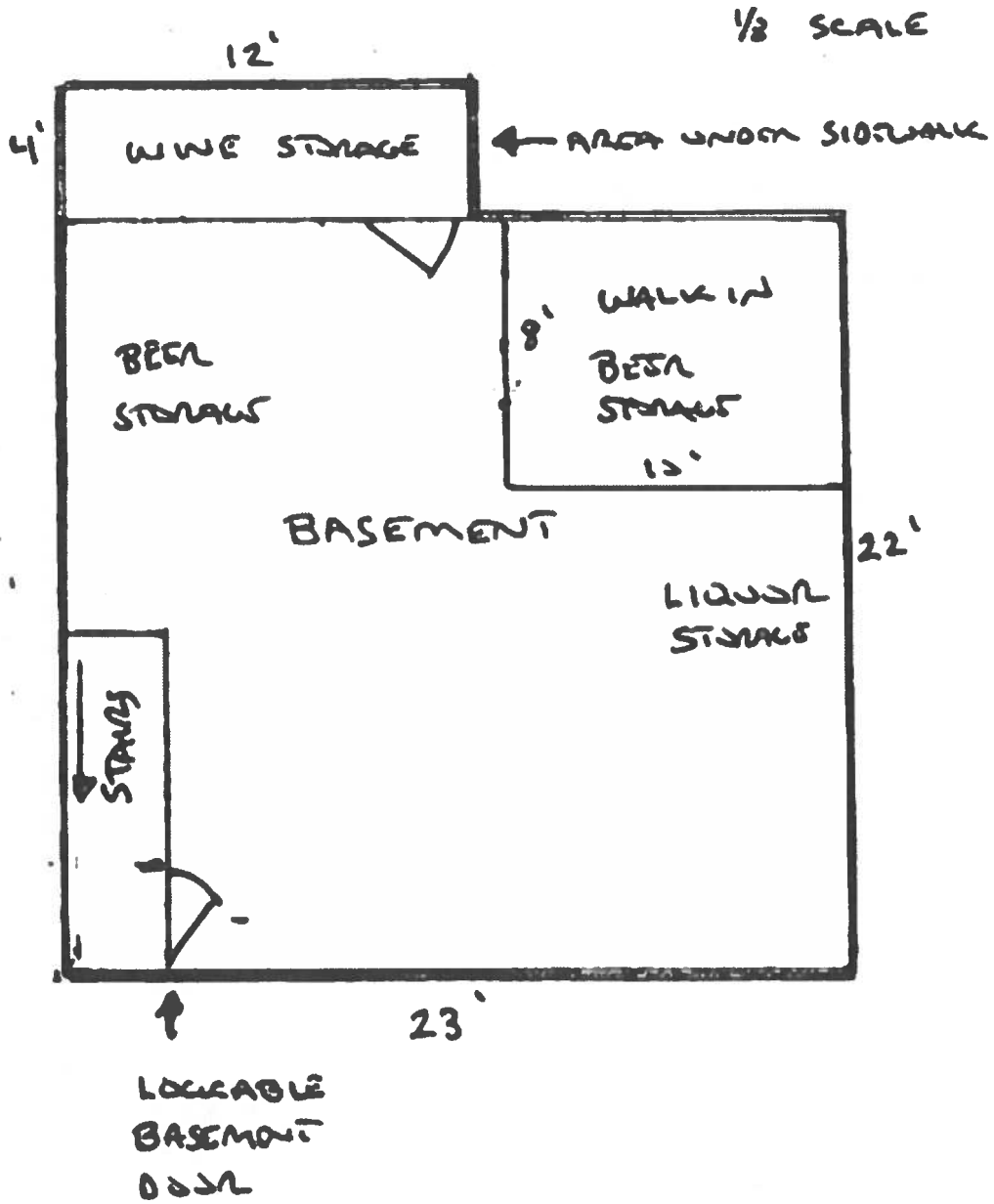
\_\_\_\_\_  
Member/Manager

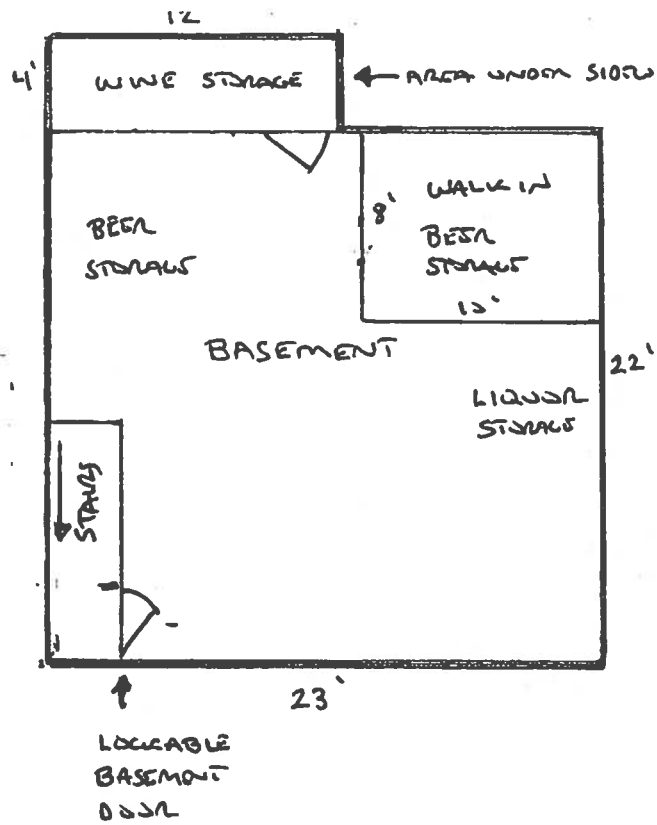
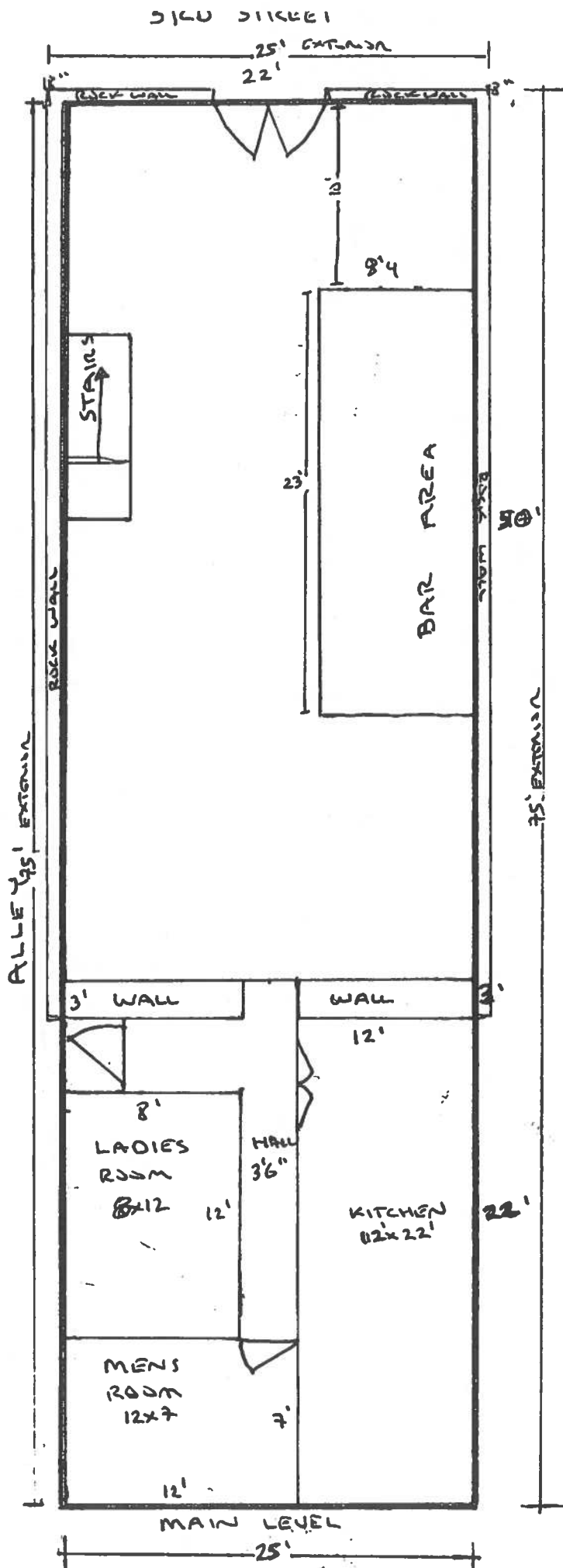
\_\_\_\_\_  
Title

---

WRANGLER HOSPITALITY, LLC







RESTLESS SPIRITS SALOON

INITIAL ELECTION OF MEMBERS

THE INITIAL AUTHORIZED PERSON

OF

**WRANGLER HOSPITALITY, LLC**

The undersigned, being the initial authorized person of the within named limited liability company does hereby state that:

1. The Articles of Incorporation of the Delaware, **Certificate of Formation** is annexed hereto. The same hereby, is ordered filed with the Operating Agreement of the LLC.

At the time of its formation, the LLC had at least one member/manager, to wit:

**MANAGER:**

**LOREN HILL**

2. The initial organizer herein is neither a member nor a manager of the LLC.
3. From this date hence, the undersigned, effective this date, has fulfilled the duties as the initial organizer of LLC and herewith relinquishes all further duties to the LLC.

IN WITNESS WHEREOF, I have made and subscribed this Initial Election of Members, this 29<sup>th</sup> day of August 2022.

*Ana Maisonave,*  
**Organizer**



STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Wrangler Hospitality, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 838 Walker Road, Suite 21-2 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Registered Agent Solutions, Inc.

By: Ana Maisonave  
Authorized Person

Name: Ana Maisonave  
Print or Type

# Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WRANGLER HOSPITALITY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF AUGUST, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WRANGLER HOSPITALITY, LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF AUGUST, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



6995406 8300

SR# 20223385981

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 204270328

Date: 08-29-22

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,

Wrangler Hospitality, LLC

is an entity formed or registered under the law of Delaware, 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 20221875712.

This certificate reflects facts established or disclosed by documents delivered to this office on  
paper through 09/22/2022 that have been posted, and by documents delivered to this office  
electronically through 09/26/2022 @ 11:51:26.

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 09/26/2022 @ 11:51:26 in accordance with applicable law.  
This certificate is assigned Confirmation Number 14341346.



*Jena Griswold*

Secretary of State of the State of Colorado

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

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

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

ABOVE SPACE FOR OFFICE USE ONLY

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

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

Entity ID number 20221875712  
*(Colorado Secretary of State ID number)*

Entity name Wrangler Hospitality, LLC

True name  
 (if different from the entity name) \_\_\_\_\_

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

Form of entity Foreign Limited Liability Company

Jurisdiction Delaware

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

Street address 1 Penn Plaza, 6th Floor  
*(Street number and name)*

New York NY 10119  
*(City) (State) (ZIP/Postal Code)*

United States  
*(Province - if applicable) (Country)*

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

\_\_\_\_\_  
*(City) (State) (ZIP/Postal Code)*

\_\_\_\_\_  
*(Province - if applicable) (Country)*

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

Name  
 (if an individual) \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

or

(if an entity) Registered Agent Solutions, Inc.  
*(Caution: Do not provide both an individual and an entity name.)*

Street address

36 South 18th Avenue Suite D

*(Street number and name)*

Brighton

*(City)*

CO

*(State)*

80601

*(ZIP Code)*

Mailing address

*(leave blank if same as street address)*

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

CO

*(State)*

*(ZIP Code)*

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

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

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 09/07/2022  
*(mm/dd/yyyy)*

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

This document contains additional information as provided by law.

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

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

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

**Notice:**

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

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

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

Hill

*(Last)*

Loren

*(First)*

*(Middle)*

*(Suffix)*

1 Penn Plaza, 6th Floor

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

NEW YORK

*(City)*

NY

*(State)*

10119

*(ZIP/Postal Code)*

United States

*(Province - if applicable)*

*(Country)*

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

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

**Disclaimer:**

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

### AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:  Licensee  Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 15<sup>th</sup> day of Oct, 2000.

**Seller:**

RESTLESS SPIRITS UNITS, LLC

42-83502-0000

Licensee & License Number

RESTLESS SPIRITS SALON

Trade name

[Signature]

Signature

DUNN

Position

DREW PASCHE

Print Name

**Buyer:**

wrangle Hospitality, LLC  
Applicant

The wrangler  
Trade name

[Signature]  
Signature

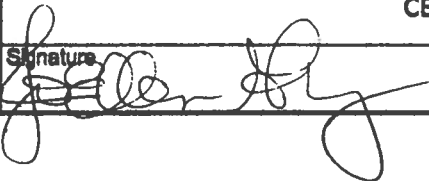
member  
Position

Loan Hill  
Print Name

## Wholesaler Affidavit of Compliance


### Section 44-3-303(1)(d), C.R.S.

C/N 441009

Wholesaler Licensee Name (if an LLC; partnership; corporation or name of corporation)			License Number	
CENTRAL DISTRIBUTING CO.			04-34880-0002/0008	
Trade Name of Establishment/Doing Business As (DBA)			Phone Number	
CENTRAL DISTRIBUTING CO.			970.243.0024	
Physical Address		City	State	ZIP
3244 F 1/2 ROAD		CLIFTON	CO	81520
Email Address				
joellen@centraldistributing.ws				
Transferor Retailer Licensee Name			License Number	
RESTLESS SPIRITS				
Trade Name of Establishment/Doing Business As (DBA)			Phone Number	
RESTLESS SPIRITS			970-944-2521	
Physical Address		City	State	ZIP
130 Gunnison Ave		Gunnison	CO	81235
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)</p> <p><b>Note:</b> If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>				
Wholesaler: CENTRAL DISTRIBUTING CO. 970-243-0024				
Signature	Print	Title	Date	
	JoEllen Gracey	A/R	10/4/22	



## Wholesaler Affidavit of Compliance Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Republic National Distributing Company		License Number 28499270004	
Trade Name of Establishment/Doing Business As (DBA) Republic National Distributing Company		Phone Number 303-734-2400	
Physical Address 8000 Southpark Terrace	City Littleton	State Co	ZIP 80120
Email Address			
Transferor Retailer Licensee Name RESTLESS SPIRITS VENTURES LLC.		License Number 42 83502 0	
Trade Name of Establishment/Doing Business As (DBA) RESTLESS SPIRITS SALOON		Phone Number 970944 0300	
Physical Address 300 B SILVER ST	City LAKE CITY	State CO	ZIP 80235
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: <input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. <input type="checkbox"/> Not Paid in Full			
Wholesaler: Republic National Distributing Company			
Signature 	Print MICHAELA ALEVES	Title AR CLERK	Date 10/07/2022

### Wholesaler Affidavit of Compliance Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Beverage Distributors Company LLC			License Number 40-04782-0001-0004	
Trade Name of Establishment/Doing Business As (DBA) Breakthru Beverage Colorado			Phone Number 3033713421	
Physical Address 3880 Central Park Blvd		City Denver	State CO	ZIP 80238
Email Address JJJOHNSON@BREAKTHRUBEV.COM				
Transferor Retailer Licensee Name Kestless Spirits Ventures LLC			License Number 42-83502-0000	
Trade Name of Establishment/Doing Business As (DBA) Kestless Spirits Saloon			Phone Number 970-944-0300	
Physical Address 300 B Silver St		City Lake City	State CO	ZIP 81235
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)  <b>Note:</b> If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>				
Wholesaler: Breakthru Beverage Colorado				
Signature <i>Jaime J Johnson</i>	Print Jaime J Johnson	Title Credit Associate III	Date 10-3-22	

## Wholesaler Affidavit of Compliance

### Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) <b>SOUTHERN GLAZER'S WINE &amp; SPIRITS OF CO</b>			License Number <b>40-55351-0002</b>	
Trade Name of Establishment/Doing Business As (DBA) <b>SOUTHERN GLAZER'S WINE &amp; SPIRITS OF CO</b>			Phone Number <b>(303) 292-1711</b>	
Physical Address <b>12800 E 19TH AVENUE</b>	City <b>AURORA</b>	State <b>CO</b>	ZIP <b>80019</b>	
Email Address <b>KVANVEEN@SGWS.COM</b>				
Transferor Retailer Licensee Name <b>RESTLESS SPIRITS VENTURES LLC</b>			License Number <b>42835020000</b>	
Trade Name of Establishment/Doing Business As (DBA) <b>RESTLESS SPIRITS SALOON</b>			Phone Number <b>(970) 944-0300</b>	
Physical Address <b>300 B. SILVER ST.</b>	City <b>LAKE CITY</b>	State <b>CO</b>	ZIP <b>81235</b>	
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)</p> <p style="padding-left: 20px;"><b>Note:</b> If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>				
Wholesaler: <b>SOUTHERN GLAZER'S WINE &amp; SPIRITS OF CO</b>				
Signature <i>KRISTY VAN VEEN</i>	Print <b>KRISTY VAN VEEN</b>	Title <b>CREDIT</b>	Date <b>11/03/22</b>	

**COMMERCIAL LEASE AGREEMENT  
300 W THIRD STREET, LAKE CITY, COLORADO**

This Commercial Lease Agreement (this "*Lease*"), effective as of October 1, 2022 (the "*Effective Date*"), is entered into by and between BUCKING HORSE PROPERTIES, LLC, a Delaware limited liability company, having an address at PO Box 1449, Wilson, WY 83014 ("*Landlord*") and WRANGLER HOSPITALITY, LLC, a Delaware limited liability company, having an address at PO Box 1449, Wilson, WY 83014 ("*Tenant*"). Landlord and Tenant are also sometimes referred to herein collectively as the "*Parties*" or individually as a "*Party*".

**1. Demise.**

1.1 Premises. In consideration of the payment of the Rent reserved, the mutual covenants, and each and every act to be performed by Landlord and Tenant under this Lease, Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord for the Term (as defined below) and upon the terms and conditions set forth in this Lease the premises known as 300 W Third Street, Lake City, CO 81235 (the "*Premises*"). The area of the Premises for all purposes under this Lease is stipulated to be 2,288 square feet of rentable area.

1.2 Quiet Enjoyment. Upon payment by Tenant of all Rent and other charges and the performance of all the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms of this Lease and the Permitted Exceptions (as defined in Article 17).

1.3 Security Deposit. Tenant shall not be required to make a Security Deposit.

**2. Term.**

2.1 Lease Term. The term of this Lease (the "*Term*") shall be for a period of two (2) years. The Term shall commence on October 1, 2022 (the "*Commencement Date*"). Unless Tenant provides written notice of termination not less than ninety (90) days prior to the expiration of the then current Term, this Lease shall automatically renew for like terms of two (2) years each.

2.2 Rent Commencement Date. The "Rent Commencement Date" shall be the Effective Date.

3. **Rent**. Tenant hereby agrees to pay Fixed Rent, Percentage Rent, and Additional Rent (as such terms are defined below and collectively referred to herein as "*Rent*") for the right of use and occupancy of the Premises during the Term. All Rent payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant.

3.1 Fixed Rent. Commencing on the Rent Commencement Date Tenant shall pay fixed rent ("*Fixed Rent*") to Landlord of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) per year, payable in equal monthly installments of Two Thousand and 00/100 Dollars (\$2,000.00). All Fixed Rent shall be payable in monthly installments in advance, on the first (1st) day of each calendar month included within the term of this Lease. All rent and other payments to be made by

Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis.

### 3.2 Additional Rent.

(a) Commencing on the Commencement Date, and thereafter during each year of the Lease throughout the Term, Tenant shall pay to Landlord as Additional Rent an amount, determined by Landlord at the end of each calendar year during the Term, incurred by Landlord in the operation of the Premises for each Lease Year. "Additional Rent" means all costs and expenses necessary to own, operate, and maintain the Premises including, but not limited to, utilities (including, without limitation, electric, gas, water, and sewer), insurance (including, without limitation, Landlord's insurance costs for fire and casualty, loss of rents, and liability insurance of the Building), real estate taxes, repairs, replacement costs (due to ordinary or extraordinary wear and tear or catastrophe), trash and snow/ice removal (including removal from parking areas, abutting roadways, and walkways), landscaping and lawn maintenance, painting, sign installation and maintenance, repair and replacement of utility systems, depreciation of machinery and equipment used in such repair and replacement, cost of all personnel to implement such services. Additional Rent does not include maintenance of structural elements including foundations, walls, roof, and roof coverings of the Premises, which shall be maintained at Landlord's expense. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible items of Additional Rent.

(b) Tenant shall make payments with respect to Additional Rent annually upon presentation of Landlord's invoice setting forth the amount of such Additional Rent due from Tenant. The annual Additional Rent payment shall be in an amount reasonably estimated by Landlord. Tenant shall be given written notice of any change to this estimated payment amount. When the actual amount of the Additional Rent for the Premises for a Lease Year is known, the amount of such Additional Rent payment due from Tenant shall be adjusted as required to provide the funds needed to pay the applicable Additional Rent for that Lease Year. Tenant shall pay any additional monies due within ten (10) days after Landlord notifies Tenant of a deficiency.

3.3 Utilities. Tenant shall directly contract for the provision of, and shall pay (before delinquency) for, all water, gas, heat, light, power, telephone, telecommunications, and other utilities and services supplied to the Premises, together with any taxes thereon and hook-up or connection fees associated therewith. Without limiting the foregoing, all telecommunications services (voice, video, and data) desired by Tenant shall be obtained at Tenant's sole cost and risk from providers authorized by Landlord and the appropriate authorities to provide such services to the Premises. If any utility services are not separately metered to Tenant, Tenant shall pay for such services as Additional Rent in an amount to be determined by Landlord.

3.4 Proration. If the Commencement Date occurs on a day other than the first day of a calendar month, the Fixed Rent payable for the first calendar month of the Term shall be prorated upon the basis which the number of days of the Term in the first month bears to the total number

of days in such month. If the Term ends on a day other than the last day of a calendar month, the Fixed Rent payable for the last calendar month of the Term shall be prorated on the basis which the number of days of the Term in the last calendar month bears to the total number of days in such month.

3.5 Payments and Late Charge. Any amounts payable under this Lease shall be paid in lawful money of the United States of America. Any amount of Fixed Rent or Additional Rent not paid within ten (10) days after it is due shall be subject to a late charge of ten percent (10%) of the amount unpaid. Landlord's right to assess a late charge shall not be construed as granting Tenant a grace period within which to make payments. Any amount due to Landlord that is not paid when due shall bear interest from the date due until paid at the maximum legal rate permitted under Colorado law. Tenant's failure to perform any monetary obligations under this Lease shall have the same consequences as Tenant's failure to pay rent.

#### 4. **Condition of the Premises.**

4.1 No Representations. Tenant acknowledges that: (a) neither Landlord nor Landlord's agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose; (b) except as expressly provided herein, neither Landlord nor its agents or employees have agreed to undertake any alterations or construct any improvements to the Premises; (c) Tenant has been advised to satisfy itself regarding the condition of the Premises including without limitation the heating, ventilation, and air-conditioning ("HVAC") systems, electrical and fire sprinkler systems, and any structural or environmental matters and the present and future suitability of the Premises for Tenant's intended use; and (d) Tenant has been advised to satisfy itself regarding the Premises' compliance with the Americans with Disabilities Act and all other applicable requirements, including all municipal, county, state, and federal laws, ordinances, rules and regulations, orders, permits and zoning, the requirements of any applicable fire insurance underwriter or rating bureau, and any covenants, restrictions, or other matters of record relating to the Tenant, the Premises, or the use thereof (collectively, "**Laws**"). Tenant further acknowledges, by taking possession of the Premises, that as of the Commencement Date: (e) Tenant has been given access to the Premises and has made such investigation as it deems necessary with reference to the matters set forth in this Section, is satisfied with reference thereto, and assumes all responsibility therefor as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (f) neither Landlord nor any of its agents or employees has made any oral or written representations or warranties regarding said matters or the condition of the Premises other than as expressly set forth in this Lease.

4.2 Tenant's Work. Tenant accepts in as-is condition. All finish work including installation of trade fixtures and furnishings, required from time to time to make the Premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as "**Tenant's Work**." All of Tenant's Work shall be completed by Tenant at its expense and in accordance with the Work Letter attached as Exhibit A. Before performing the Tenant's Work, Tenant shall obtain Landlord's written approval of Tenant's plans and specifications (including, without limitation, any alterations, signs, colors, materials, and lighting for the Premises), deposit

with Landlord certificates of insurance as required by this Lease and comply with other requirements which may be set forth herein or reasonably imposed by Landlord. Landlord shall use commercially reasonable efforts to approve or reject Tenant's plans and specifications within five (5) days of receipt. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the Premises.

4.3 Tenant's Signs. Signs, if any, to be installed or erected on the Premises by Tenant must comply with all Laws, including, but not limited to, any applicable city and county code requirements. Tenant shall be solely responsible for all costs associated with the manufacture, installation, and maintenance of the signs. At the expiration of this Lease, Tenant shall remove all signs, at its sole expense, and shall repair any damage resulting from the installation or removal of the signs.

## 5. Use.

5.1 Permitted Use. Tenant shall operate its business within the Premises for the operation of bar and restaurant and for no other business or purpose without the prior written consent of Landlord (the "*Permitted Use*").

### 5.2 Prohibited Uses.

- (a) Tenant shall not use or permit the use of the Premises in a manner:
- (i) That violates any Permitted Exception;
  - (ii) That violates any of the exclusive rights described in this Lease;
  - (iii) That is unlawful (including, without limitation, any manner that is lawful under Colorado law but unlawful under federal law);
  - (iv) That creates damage, waste, or a nuisance;
  - (v) That emits any objectionable odors, sounds or vibrations, or allows any pests, insects, or vermin; or
  - (vi) That overloads the floors or impairs the structural soundness of the Premises.

(b) Tenant shall not conduct, nor permit to be conducted, any auction, fire sale, bankruptcy sale, going out of business, or similar sale, on the Premises without Landlord's prior written consent. Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

5.3 Tenant Operation. Tenant covenants and agrees to operate its business on the Premises diligently and continuously throughout the Term. Tenant will operate its business on the Premises in a first-class and reputable manner. Tenant shall keep the Premises well lighted and in

a safe, neat, and clean condition throughout the Term. Tenant agrees to take such actions as may be necessary or as Landlord may require to prevent or remedy any nuisance to or impact on the improvements related to the Permitted Use. Tenant shall not permit or suffer the Premises, or the walls or floors thereof, to be endangered by overloading.

**6. Repairs and Maintenance.**

6.1 Landlord's Obligations. Subject to the remainder of this Section 6 and all provisions in this Lease relating to damage, destruction, or condemnation of the Premises and to Tenant's indemnification of Landlord, Landlord shall maintain, repair, and keep in at least the same condition as of the Effective Date (ordinary wear and tear excepted) the foundation, the roof, any roof coverings, and exterior walls (excluding the interior and exterior finish surfaces of exterior walls, windows, window frames, and doors) of any building containing the Premises. If Landlord shall be called on to make any such repairs occasioned by the negligent act or omission of Tenant, its employees, agents, servants, customers, and other invitees, the entire cost of such repair shall be borne by Tenant. Except as provided above, it is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of Tenant. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part. The performance of Landlord's obligations hereunder shall be subject to delays attributable to force majeure as provided in Section 21.

6.2 Tenant's Obligations. Subject to provisions in this Lease relating to damage, destruction, or condemnation of the Premises, Tenant shall, at Tenant's sole expense, keep the Premises in good order, condition, and repair (whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, the interior and exterior finish surface of exterior walls, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks, and parkways located in, on, or adjacent to the Premises. Tenant, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant shall, during the Term of this Lease, keep the exterior appearance of the Premises in the same condition as on the Rent Commencement Date, including, when necessary, the exterior repair of the Premises. Tenant is responsible for removal of snow and ice from the sidewalks adjacent to the Premises.



6.3 HVAC. Tenant shall, at Tenant's sole cost and expense, procure and maintain a contract, with copies to Landlord, in customary form and substance, for and with a contractor specializing and experienced in the inspection, maintenance, and service of the HVAC system for the Premises. However, Landlord reserves the right, upon on notice to Tenant, to procure and maintain the contract for the HVAC systems, and if Landlord so elects, Tenant shall reimburse Landlord, on demand, for the cost thereof as Additional Rent.

6.4 Landlord Remedy. In addition to other rights and remedies available to Landlord under this Lease, if Tenant fails to perform Tenant's obligations under this Article 6, Landlord may enter on the Premises after two (2) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition, and repair, at Tenant's expense and Tenant shall reimburse Landlord, on demand, for the cost thereof as Additional Rent.

## 7. **Laws.**

7.1 Tenant's Compliance. Tenant shall, at Tenant's expense, comply with all Laws (as defined in Section 4.1) relating to: (a) Tenant's occupancy of the Premises; (b) Tenant's Work; (c) Tenant's property; or (d) the Premises.

7.2 Tenant's Permits. Tenant shall, at its own cost and expense, secure and maintain throughout the Term, all necessary licenses and permits from such authorities as shall be necessary for, or incidental to, the conduct of its business in the Premises and shall comply with all Laws relating to the operation of its business. Landlord does not covenant, warrant, or make any representation that any particular license or permit that may be required in connection with the operation of Tenant's business will be granted, or if granted, will be continued in effect or renewed, and any failure to obtain, maintain, or renew such license or permit, or its revocation after issuance, shall not affect Tenant's obligations under this Lease.

## 8. **Hazardous Substances.**

8.1 Tenant Restrictions. Tenant shall not, and shall not permit any of its subtenants, employees, contractors, agents, or invitees, to introduce into the Premises, use in the Premises or cause to be released from the Premises any Hazardous Substances. Notwithstanding the preceding sentence, Tenant may use cleaning and food and beverage service products in accordance with their customary use, provided that Tenant complies with all applicable Laws in connection therewith, and further provided that in no event may Tenant release or discharge such cleaning and/or food and beverage service into the plumbing, drainage, or sewer system in excessive amounts. If Tenant breaches its obligations hereunder, Tenant, at Tenant's expense, shall immediately take all remedial action necessary to clean up any release, spill, or discharge of Hazardous Substances. "**Hazardous Substances**" mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants, contaminants, and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable Laws.

8.2 Disposal. If Tenant shall be obligated to remediate any Hazardous Substances, it shall remove and dispose of any such Hazardous Substances in compliance with all applicable Laws. Tenant's remediation plan shall be subject to Landlord's approval and Tenant shall keep Landlord fully apprised of the progress of Tenant's remediation efforts.

8.3 Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord, its managing agent, and their respective members, shareholders, partners, directors, managers, officers, employees, and agents, from and against all liabilities, damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and disbursements) resulting or arising from, or incurred in connection with, any violation by Tenant of its obligations with respect to Hazardous Substances under this Lease or otherwise under any applicable Laws.

## 9. **Insurance.**

9.1 Tenant's Insurance. Tenant, at Tenant's expense, shall at all times during the Term and at all times when Tenant is in possession of the Premises maintain the following:

(a) Commercial general liability insurance (or successor form of insurance designated by Landlord) in respect of the Premises, on an occurrence basis, with a combined single limit (annually and per occurrence and location) of at least One Million dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) in the aggregate naming as additional insureds Landlord and any other person designated by Landlord. Tenant's liability insurance policy shall include contractual liability, fire, and legal liability coverage. Landlord shall have the right at any time and from time to time to require Tenant to increase the amount of the commercial general liability insurance required to be maintained by Tenant under this Lease provided the amount shall not exceed the amount then generally required of tenants entering into leases for similar permitted uses in similar buildings in the general vicinity of the Building;

(b) Workers' compensation and employer's liability insurance providing statutory benefits for Tenant's employees at the Premises;

(c) Plate glass insurance in an amount equal to the full replacement cost of all plate glass in the Premises, with a deductible not exceeding Ten Thousand Dollars (\$10,000); and

(d) Such other insurance as Landlord may reasonably require.

9.2 Certificates. Tenant shall deliver to Landlord and each additional insured certificates in form reasonably acceptable to Landlord evidencing the insurance required by this Lease to be maintained by Tenant before the Commencement Date (and with respect to any insurance required under Article 4, before the commencement of any Tenant's Work), and at least thirty (30) days before the expiration of any such insurance, and on request, a copy of each insurance policy. All required insurance shall be primary and non-contributory (as shown on endorsement), issued by companies satisfactory to Landlord, and contain a provision whereby it cannot be canceled unless Landlord and any additional insureds are given at least thirty (30) days' prior written notice of the cancellation. Tenant may carry any required insurance under a blanket policy if that policy complies with the requirements of this Lease and provides that Tenant's insurance for the Premises is on a "per location basis."

9.3 Premium Increases. Tenant shall not do or permit to be done any act which shall invalidate or be in conflict with Landlord's insurance policies or increase the rates of insurance applicable to the Premises. If, as the result of a Default, Tenant's occupancy of the Premises (whether or not such occupancy is a Permitted Use), and/or specific hazards attributable to Tenant's occupancy, the insurance rates for the Premises increase, Tenant shall reimburse Landlord for one hundred percent (100%) of such increase in premium(s), within five (5) days after Tenant is billed therefor.

9.4 Release. Provided its right of full recovery under its insurance policy is not adversely affected, Landlord and Tenant each hereby releases the other (and the other's agents and employees) with respect to any claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption and loss of rent). Landlord and Tenant shall, to the extent obtainable, each procure a clause in, or endorsement on, any property insurance carried by it, under which the insurance company waives its right of subrogation against the other party to this Lease and its agents and employees or consents to a waiver of the right of recovery against the other party to this Lease and its agents and employees. If an additional premium is required for the waiver or consent, the other party shall be advised of that amount and may, but is not obligated to, pay the same. If that party elects not to pay the additional premium, the waiver or consent shall not be required in favor of that party.

9.5 Subtenants. Any approved subtenant or other occupant of the Premises shall be obligated to comply with the provisions of this Article 9.

## 10. Casualty.

10.1 Loss by Casualty. If the Premises are damaged by fire or other casualty, Landlord shall give Tenant a certification made by a competent architect, in good standing, as to the number of days from the occurrence of such casualty within which the Premises, with the exercise of reasonable diligence, can be made fit for occupancy (the "Repair Period"), and the election, if any, which Landlord has made according to this Article 10. Such notice will be given before the thirtieth (30th) day after such casualty, and the date of such notice shall be referred to herein as the "Notice Date." If there is damage to the Premises as described in this Article 10, and if the Lease is not terminated as provided in this Article 10, then this Lease shall remain in full force and effect, and the parties waive any provisions of any law to the contrary.

10.2 Minor Casualty. If the Premises are damaged by fire or other insured casualty to the extent that the Repair Period does not exceed twenty (20) days, Landlord will diligently pursue the repair of damage to the Premises (excluding Tenant's Work). In that event, this Lease shall continue in full force and effect, except that Fixed Rent and any affected component of the Additional Rent shall be abated on a pro rata basis based on the portion of the Premises that Tenant cannot use during the Repair Period.

10.3 Major Casualty; End of Term. If: (a) the Premises are damaged by fire or other insured casualty to the extent that the Repair Period exceeds twenty (20) days; or (b) the Premises are damaged to any extent by any casualty and, on the Notice Date, the remainder of the Term is less than three (3) months then Landlord may, at Landlord's option, diligently pursue the repair of

damage to the Premises (excluding the Tenant's Work). If Landlord elects to repair the damage during the Repair Period, Fixed Rent and Additional Rent will be abated on a pro rata basis during the Repair Period, based on the portion of the Premises the Tenant cannot use during the Repair Period. If Landlord elects not to repair the damage during the Repair Period, this Lease will terminate effective on the date of termination set forth in the notice, and Fixed Rent and Additional Rent will be abated on a pro rata basis based on the portion of the Premises Tenant cannot use during the period from the date of the casualty to the date of termination of the Lease.

10.4 Limitation. Notwithstanding any other provision of this Lease, if the proceeds of Landlord's insurance are insufficient to pay for the repair of any damage to the Premises, or if the casualty is of such a nature so as to not be insured under Landlord's insurance, then Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant. If a fire or other casualty is the result of the willful misconduct, negligence, or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Fixed Rent as otherwise provided for in this Article 10. Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable to Tenant for any damage or losses to the Tenant that are occasioned by the damage to or destruction of the Premises or by the repair or restoration of the Premises.

10.5 Tenant's Repair. If Landlord is obligated or elects to repair any damage to the Premises, Tenant shall promptly replace or fully repair all inventory, goods, exterior signs, trade fixtures, equipment, display cases, and Tenant's Work. Tenant shall continue the operation of its business in the Premises during the Repair Period to the extent reasonably practical from the standpoint of good business.

11. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning Authority takes title or possession, whichever first occurs. Landlord may terminate this Lease as to the portion of the Premises not taken if Landlord determines, in its discretion, that the taking renders operation of the Premises uneconomical. If Landlord does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Fixed Rent and Additional Rent shall be reduced in proportion to the reduction in area of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages. All alterations made to the Premises by Tenant, for purposes of Condemnation only, shall be considered the property of Tenant and Tenant shall be entitled to any and all compensation which is payable therefor.

12. **Assignment and Subletting**. Tenant shall not assign, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises (collectively, an "**Assignment**") or sublet all or any part of the Premises or otherwise permit all or any part of the Premises to be occupied by any other Person, (collectively, a "**Sublease**").

13. **Default.** Each of the following is a material default (a “*Default*”) by Tenant under this Lease:

13.1 **Monetary Default.** Tenant fails to pay when due any Rent and the failure continues for five (5) days following Landlord’s notice (which notice shall also be considered any demand required by any Laws). If, however, Landlord gives such a notice of failure to pay Rent two (2) times in any twelve (12)-month period, any additional failure to pay any Rent when due within that twelve (12)-month period shall be considered a Default, without the requirement of any notice by Landlord.

13.2 **Nonmonetary Default.** Tenant fails to comply with any other term of this Lease and the failure continues for ten (10) days following Landlord’s notice. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that 10-day period, Tenant shall have an additional period not to exceed twenty (20) days to fully comply, provided Tenant notifies Landlord of its intention to comply (and specifying in reasonable detail the steps to be taken) and commences compliance within that 10-day period and thereafter pursues compliance to completion with diligence and provides Landlord with status updates on the progress at least every five (5) days.

13.3 **Bankruptcy or Insolvency.** A third party institutes against Tenant any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency Laws which is not dismissed within thirty (30) days, or Tenant or Guarantor, if any, institutes any legal action seeking such relief, and/or a receiver, trustee, custodian, or other similar official is appointed for Tenant or Guarantor, if any, or for all or a substantial portion of its assets, or Tenant or Guarantor, if any, commits any other act indicating insolvency such as making an assignment for the benefit of its creditors.

13.4 **Failure to Open or Operate.** Tenant fails to open for business and continuously operate its business within the Premises or vacates or abandons the Premises before the Expiration Date.

14. **Landlord’s Remedies.** Upon the occurrence of any Default, Landlord shall have the right, at Landlord’s election, then or at any time thereafter, to exercise any one or more of the following remedies to the fullest extent allowed by applicable law:

14.1 **Landlord Cure Right.** Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure any such Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may do so without demand on or written notice to Tenant and without giving Tenant an opportunity to cure such Default. Tenant covenants and agrees to pay to Landlord, within five (5) days after demand, all advances, costs, and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys’ fees, together with interest at the rate described in Section 3.7, from the date of payment of any such advances, costs, and expenses by Landlord.

14.2 Termination. Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant and recover possession of the Premises from Tenant. Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord after such termination, after deducting all Landlord's expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the present value of the excess, if any, of: (a) the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the Term; over (b) the amount, if any, of such Rent and other sums which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for the remainder of the Term, taking into consideration loss of Rent while finding a new tenant, tenant improvements, and rent abatements necessary to secure a new tenant, leasing brokers' commissions and other costs which Landlord might incur in leasing the Premises to a new tenant plus any other sum of money and damages owed by Tenant to Landlord for events or actions occurring before the date of termination.

14.3 Right to Re-Enter. Landlord may re-enter and take possession of the Premises or any part thereof, without demand or Notice, and repossess the same and expel Tenant and any party claiming by, under or through Tenant, and remove the effects of both and without prejudice to any remedies for arrears of Rent or right to bring any proceeding for breach of covenants or conditions. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. After recovering possession of the Premises, Landlord may, from time to time, but shall not be obligated to, relet the Premises, or any part thereof, for the account of Tenant, for such term or terms and on such conditions and upon such other terms as Landlord, in its discretion, may determine. Landlord may make such repairs, alterations, or improvements as Landlord may consider appropriate to accomplish such reletting, and Tenant shall reimburse Landlord upon demand for all costs and expenses, including attorneys' fees, which Landlord may incur in connection with such reletting. Landlord may collect and receive the rents for such reletting, but Landlord shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. Notwithstanding Landlord's recovery of possession of the Premises, Tenant shall continue to pay on the dates herein specified the Rent and other amounts which would be payable hereunder if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Landlord through any reletting of the Premises.

14.4 Forcible Entry and Detainer. If Landlord commences summary proceedings in the nature of a forcible entry and detainer or unlawful detention for nonpayment of Rent or for

Tenant's failure to perform its other obligations hereunder, Tenant shall not file a counterclaim against Landlord in the summary proceedings, nor shall Tenant consolidate claims against Landlord in said proceedings; however, Tenant does not waive its right hereunder to bring any later action against Landlord for damages. If Tenant should contest such summary proceedings, it shall post a bond in favor of Landlord for the amount of Rent due and for future damages upon termination of this Lease. LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN THE EVENT OF ANY PROCEEDINGS.

14.5 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

14.6 Exhaustion of Remedies. Upon any Default, Landlord may proceed directly against Tenant without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

14.7 Attorneys' Fees. If Landlord brings an action or proceeding involving the Premises to enforce the Terms hereof or to declare rights hereunder, then Landlord shall be entitled to reasonable attorneys' fees, if it is the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

15. **Access**. Landlord and Landlord's employees, agents, contractors, and other authorized representatives shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon not less than 24 hours' prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, or making such alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary, or performing any obligation of Landlord under this Lease. All such activities shall be without abatement of Rent. Landlord shall not place a "**For Sale**" or "**For Lease**" sign on the Premises, if Tenant is conducting business on the Premises and is not in Default under the Lease. For purposes of this Article 15, Notwithstanding the foregoing, Landlord may at any time place on the Building any ordinary "**For Sale**" signs and Landlord may during the last six (6) months of the Term hereof place on the Premises (but not in any show windows) any ordinary "**For Lease**" signs.

16. **Brokers**. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker, or finder in connection with this Lease that is entitled to any commission or finder's fee in connection herewith. Tenant and Landlord do each hereby agree to indemnify, protect, defend, and hold the other harmless from and against liability for

compensation or charges which may be claimed by any such unnamed broker, finder, or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and attorneys' fees reasonably incurred with respect thereto. This Section shall survive the expiration or sooner termination of this Lease.

17. **Permitted Exceptions.** This Lease and all of Tenant's rights hereunder are subject to all the matters, restrictions, and encumbrances of record (whether now existing or hereafter arising), and all restrictions in this Lease (collectively, the "**Permitted Exceptions**"). Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights, and dedications as Landlord deems necessary, and to cause the recordation of parcel maps and restrictions. When granted or recorded, such easements, rights, dedications, maps, and restrictions will be additional Permitted Exceptions. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easements, rights, dedications, maps, or restrictions. Tenant shall have no right to seek damages or to cancel or terminate this Lease, and the rights and obligations of Landlord and Tenant hereunder otherwise shall not be affected, because of any rights, changes or other matters allowed or set forth in the Permitted Exceptions.

18. **End of Term.** Upon the expiration or sooner termination of this Lease, Tenant shall restore the Premises to their original condition as of the Commencement Date of this Lease, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. All damage caused by Tenant shall be repaired and the Premises restored such that on or before the last day of the Lease, the Premises shall be delivered up broom swept free of Tenant's product, furniture, and equipment in good and rentable condition with all restoration work completed, and any excess materials and construction equipment used in the restoration process removed from the Premises. Tenant's obligation hereunder shall survive the expiration or sooner termination of the Lease.

19. **Notices.** All notices required or permitted by this Lease shall be in writing, may be delivered by hand delivery, registered or certified mail return receipt requested, overnight delivery, electronically, and shall be deemed sufficiently given if served in a manner specified in this Article 19 to the Parties at the addresses set forth in the introductory paragraph.

19.1 **Change of Address.** Either Party may by written notice to the other specify a different address for notice, except that upon Tenant's taking possession of the Premises, the Premises will constitute Tenant's address for notice. A copy of all notices to Landlord shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate in writing.

19.2 **Date Given.** Any notice sent by registered or certified mail, return receipt requested, will be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or a nationally recognized overnight courier (including FedEx, DHL, UPS, and Airborne) that guarantee next day delivery will be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or such courier. Notices transmitted by electronic mail or similar means will be deemed



delivered upon electronic confirmation of receipt, provided a copy is also delivered via delivery or mail. If notice is received on a nonbusiness day, it shall be deemed received on the next business day.

20. **Waiver.** No waiver by Landlord of the violation of any term, covenant, or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent violation by Tenant of the same or of any other term, covenant, or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Landlord shall not be a waiver of any such violation or any Default by Tenant. Any payment by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord.

21. **Force Majeure.** Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, except for the payment of monies by Tenant, the computation of such period of time shall exclude any delays due to strikes, riots, acts of God, shortages of labor, epidemic or pandemic, acts or orders of any governmental authorities, or any cause or causes, whether or not similar to those enumerated, beyond the parties' reasonable control or the reasonable control of their agents, servants, employees, and any contractor engaged by them to perform work in connection with this Lease.

22. **Tenant Indemnity.** Tenant shall indemnify, protect, defend, and hold harmless the Premises, Landlord and its members, managers, employees, agents, contractors, partners, and Lenders from and against any and all claims, actions, demands, suits, proceedings, orders, losses (including loss of rents), damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses, and/or liabilities (collectively, "**Claims**") arising out of, involving, or in connection with: (a) the use and/or occupancy of the Premises by Tenant; (b) the conduct of Tenant's business on the Premises; (c) any act, omission, fault, or neglect on or about the Premises of Tenant, its agents, employees, contractors, subtenants, licensees, visitors, or invitees; or (d) any violation of any terms hereof by Tenant, except to the extent such Claim is the result of Landlord's gross negligence or willful misconduct. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall reasonably cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified. This Article 22 shall survive the expiration or sooner termination of this Lease.

23. **Waiver of Liability.** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Building of which they shall be a part, including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep the Premises in repair; (c) injury done or occasioned by wind, water, or other act of God; (d) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water, and steam pipes, stair, porches, railings, or walks; (e) broken glass; (f) the backing-up of any sewer pipe or downspout; (g) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, water pipe, drain, or any other pipe or tank in, upon, or about the Premises; (h) the escape of steam or hot water; (i) water, snow, or ice being upon, or coming through the roof, skylights, doors, stairs, walks, or any other place upon, or near the Premises, or otherwise; (j) the falling of any fixtures, plaster, or stucco; or (k) fire or other casualty. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any tenant or other occupant of the Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to person or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Premises caused by Tenant, or any of its employees, agents, or contractors.

24. **Miscellaneous.**

24.1 **No Oral Amendment.** This Lease may not be changed or terminated, in whole or in part, except in a writing signed by Landlord and Tenant.

24.2 **Execution.** Notwithstanding any provision of this Lease, or any Laws, to the contrary, or the execution of this Lease by Tenant, this Lease shall not bind or benefit Landlord or Tenant, unless and until this Lease is signed and delivered by both Landlord and Tenant.

24.3 **No Surrender.** No act or omission of Landlord or Tenant, or their respective employees, agents, or contractors, including the delivery or acceptance of keys, shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless it is in a writing signed by Landlord.

24.4 **Captions.** The captions in this Lease are for reference only and do not define the scope of this Lease or the intent of any term. All Section references in this Lease shall, unless the context otherwise specifically requires, be deemed references to the Sections of this Lease.

24.5 **Severability.** If any provision of this Lease, or the application thereof to any person or circumstance, is invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable Laws.

24.6 Construction. Wherever appropriate in this Lease, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

24.7 Confidentiality. Each party agrees to keep the terms of this Lease confidential and shall not disclose same to any other person not a party hereto without the prior written consent of the other, provided that either party may disclose the terms hereof to such accountants, attorneys, managing employees, and others in privity with any such party to the extent reasonably necessary for either party's business purposes.

24.8 No Recording. Tenant shall not record this Lease or any memorandum of this Lease.

24.9 Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado.

25. **Legal Representation**. Each Party executing this Lease acknowledges and agrees that such person:

25.1 Has been advised to retain independent legal, tax, and accounting advice of their own choosing for purposes of representing their individual interests with respect to the subject matter hereof;

25.2 Has been given reasonable time and opportunity to obtain such advice;

25.3 Has obtained such independent advice as they have deemed necessary and appropriate in the circumstances at his or her own expense without expecting the Company to reimburse such person for such fees or other expenses; and

25.4 WAIVES ANY CONFLICT OF INTEREST ARISING OUT OF LASZLOLAW'S PREPARATION OF THIS LEASE AGREEMENT, AND THAT SUCH PERSON WILL NOT OBJECT TO LASZLOLAW'S REPRESENTATION OF EITHER PARTY IN CONNECTION WITH THIS LEASE AGREEMENT.

**[THIS AREA INTENTIONALLY BLANK, PARTIES' SIGNATURES FOLLOW]**

IN WITNESS WHEREOF the Parties have executed this Lease on the date first above written.

**LANDLORD:**

**BUCKING HORSE PROPERTIES, LLC**, a Delaware limited liability company

By:   
Loren Hill

Title: member

Date: 10/12/22

**TENANT:**

**WRANGLER HOSPITALITY, LLC**, a Delaware limited liability company

By:   
Loren Hill

Title: member

Date: 10/12/22

**EXHIBIT A**  
**Work Letter**

[TO BE INSERTED]

## Minutes

Meeting Name: Regular BOT Meeting

Meeting Start Time: 7:00 PM MDT

Meeting Start Date: 11/16/2022

Meeting End Time: 8:00 PM MDT

Meeting End Date: 11/16/2022

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

### Agenda:

- I. Regular Workshop – Start time 6:00pm
  - A. 3<sup>rd</sup> Street Project Update
  - B. Discussion about Potential Annexation of Memorial Park
  - C. Discussion about Model Traffic Code Ordinance
  - D. Discussion about 340 S. Henson Street Water and Sewer Variance
  - E. Discussion about Vance Lipsey Loan Forgiveness AgreementEnd time – 6:17pmpm
  
- II. Regular Meeting – Start time 7:00pm
  - A. Call to Order
    - A. Roll Call - Present: Mayor Roberts and Trustees Bruce, Hamel, Heaton, Horn, Kendall, and Woods.
    - B. Approval of Minutes – November 2nd 2022. Motion made by Trustee Horn, seconded by Trustee Hamel. The motion passed with all present voting yes in a roll call vote.
    - C. Approval of Bills Payable –November 16<sup>th</sup> 2022, in the Total of \$20,531.11. Motion made by Trustee Horn, seconded by Trustee Hamel. The motion passed with all present voting yes in a roll call vote.
    - D. Employee Reports:
      1. Lake San Cristobal Water Activity Enterprise (Woods)
      2. Historic Preservation Commission (Fox)
      3. Chamber of Commerce (Kendall)
      4. Marketing Committee (Bruce)
      5. DIRT (Hamel)

6. High Alpine Region Team (Woods)
  7. Region 10 (Hamel)
  8. Planning and Zoning (Dozier)
  9. Town Manager (Lipsey)
  10. Mayor/Trustee Reports
- E. Correspondence Received – Christmas in Lake City is December 3, 2022 at 6:00pm
- F. Citizen Communication – None
- G. Additions to the Agenda - None

### III. Action Items

- A. Discussion and Possible Action to Approve Fence Ordinance - Postponed
- B. Discussion and Possible Action to Approve Food Truck Ordinance 2022-07. Motion made by Trustee Bruce, seconded by Trustee Hamel. Trustees Bruce, Hamel, Kendall, Woods and Mayor Roberts Voted Yes. Trustee Heaton Voted No. Trustee Horn recused himself. Motion passed with a vote of 5 Yes, 1 No, and 1 Recused.
- C. Discussion and Possible Action to Post Advertisement on CML, Government Resource, and Silver World for Town Manager Position. 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 Post Advertisement for Public Comment on 2023 Budget for December 7<sup>th</sup>, 2022 at 6:00pm. Motion made by Trustee Horn, seconded by Trustee Bruce. Motion passed with all present voting yes in a roll call vote.
- E. Discussion and Possible Action to Approve Rental Lease Agreement for Lex Mulhall for 621 Water Street. Motion made by Trustee Hamel, seconded by Trustee Woods. Motion passed with all present voting yes in a roll call vote.
- F. Discussion and Possible Action to Approve 418 Bluff Street Conditional Use Permit for Miniature Goats. Motion made by Trustee Woods, seconded by Trustee Bruce. Motion passed with all present voting yes in a roll call vote.

Adjournment – 8:00 pm.

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Mayor

ATTEST:

\_\_\_\_\_ Town Clerk



Town of Lake City  
Bills Payable  
7-Dec-22

Vendor Name	Description	Invoice Amount	GL
1 Barbara Spruill	W&S Deposit Refund for Acct#11020102	\$340.00	GF
2 Ben Hake	Firewood for Ice Walls	\$265.00	GF
3 Ben Hake	Reimbursement for pipe part	\$39.49	GF
4 Ben Hake	Mileage reimbursement 110 x.625 Gunnison for parts	\$68.72	GF
5 Ben Hake	Mileage reimbursement 330 x .625 Grand junction ice wall pump	\$206.25	GF
6 Blue Spruce Building Materials, Inc	Caulk Gun, 2 Tan Big Stretch Caulk for 621 Water Street	\$12.87	WS
7 Blue Spruce Building Materials, Inc	Caulk Gun, 2 Tan BigStretch Caulk for 621 Water street	\$12.50	GF
8 Blue Spruce Building Materials, Inc	PR- EZ out extractor 5pc	\$12.99	GF
9 Blue Spruce Building Materials, Inc	PR - Ice Wall Parts	\$859.12	GF
10 Blue Spruce Building Materials, Inc	PR- Recreation supplies	\$80.48	GF
11 Blue Spruce Building Materials, Inc	PW - R&M Supplies for water wells	\$498.08	WS
12 Bolinger and Queen	PR-Ice wall parts	\$138.61	GF
13 Card Member Service	Amazon - Staples and Tape for Office	\$16.46	GF
14 Card Member Service	Amazon - Key for Binders	\$14.98	GF
15 Card Member Service	Fullmers Ace Hardware - Clear Caulk for 621 Water Street windows	\$20.00	GF
16 Card Member Service	Fullmers Ace Hardware - Clear Caulk for 621 Water Street Windows	\$20.95	WS
17 Card Member Service	USPS Priority Mail for Onboard Meetings Payment	\$9.90	GF
18 Card Member Service	I Drive Back Up Software	\$79.50	GF
19 Card Member Service	Zoom Cloud Storage	\$41.16	GF
20 Card Member Service	Mcafee Antivirus	\$84.99	GF
21 Card Member Service	Google suite	\$132.00	GF
22 Card Member Service	Next trust billflash subscription	\$19.95	GF
23 Card Member Service	Norton 360 for 3 computers	\$94.99	GF
24 Card Member Service	Amazon - Armory Camera System Recorder	\$329.99	GF
25 Card Member Service	Amazon - Laptop for Meetings and Travel	\$683.09	GF
26 Card Member Service	Amazon - HDMI Cable and Monitor for Armory Camera System	\$101.38	GF
27 Card Member Service	Amazon - APC Battery Backup for the Office	\$279.99	GF
28 Card Member Service	Kum& Go Gas for CAMCA/CMJA conference	\$60.12	GF
29 Card Member Service	Lex - CAMCA/CMJA Conference Meals x 3	\$52.48	GF
30 Card Member Service	Lex - CAMCA/CMJA Conference Hotel Colorado	\$242.00	GF
31 Card Member Service	PR-Red Exit Light	\$34.05	GF
32 Card Member Service	PR-Blue Spruce Building Materials operating supplies	\$91.46	GF
33 Card Member Service	PR- Blue Spruce Building Materials Janitorial Supplies	\$42.16	GF
34 Card Member Service	PR - CED Ice Wall Right Angle Plug	\$46.85	GF
35 Card Member Service	PR-Park Catalog Ice Rink Liner	\$718.02	GF
36 Card Member Service	PR- Blue Spruce Building Materials Ice wall Parts	\$51.60	GF
37 Card Member Service	PR-Blue Spruce Building Materials Ice Wall Parts	\$2,096.69	GF
38 Card Member Service	SA-Lincoln Magnum Mig Gun	\$297.82	GF
39 Card Member Service	PR- Blue Spruce Building Materials Operating Supplies Ski Hill	\$11.83	GF
40 Card Member Service	Ski Hill - Sirius XM Radio	\$23.56	GF
41 Card Member Service	WS- UPS Frieght	\$136.33	WS
42 Card Member Service	WS- Microsoft app for tablet	\$6.99	WS
43 Card Member Service	TA- USPS Stamps	\$60.00	GF
44 Caselle	Contact Support 1/1/23 to 1/31/23	\$1,196.00	GF
45 CEBT	Health & Dental Insurance Town Admin	\$1,665.60	GF
46 CEBT	Health & Dental Insurance Park and Rec	\$832.80	GF
47 CEBT	Health & Dental Insurance W&S	\$2,498.40	WS
48 City of Gunnison	WWTP Water Lab fees	\$295.00	WS
49 Cowgirl Adventures LLC	W&S Deposit Refund for Acct#12713706	\$340.00	GF
50 Dave Roberts	Mayor Roberts CML Lodging \$488.54 Mileage 421 x .625 = \$263.13	\$751.67	GF
51 Fullmer's Ace Hardware	Tan BigStretch Caulk x 6, Caulk tools, Stove Cement for 621 water street	\$35.46	GF
52 Fullmer's Ace Hardware	Tan BigStretch x 6, Caulk tools, Stove Cement for 621 water street	\$35.46	WS
53 Fullmer's Ace Hardware	Fire Extenguisher for 621 Water Street	\$10.00	GF
54 Fullmer's Ace Hardware	Fire Extinguisher for 621 Water Street	\$9.99	WS
55 Fullmer's Ace Hardware	PW- Clorox wipes, Ball Valves, Broom Angle	\$108.73	WS
56 Fullmer's Ace Hardware	PR- Ice wall parts	\$474.34	GF
57 Fullmer's Ace Hardware	PR-Splice Kit for Ice Wall	\$5.99	GF
58 Grand Junction Pipe & Supply	PW- 8 Alum Meter Pit Covers	\$1,604.00	WS
59 Hinsdale County	Chamber shared dumpster half	\$105.00	GF
60 Hinsdale County	Law enforcement contract	\$20,648.00	GF
61 Hinsdale County	building enforcement contract	\$5,304.50	GF
62 Hinsdale County	PW- Fuel	\$357.92	WS
63 Jonathan Broadway	W&S Deposit Refund for Acct#12853304	\$340.00	GF
64 Michelle Pierce	Consulting Services November 2022	\$800.00	GF
65 Mike Young	Ice climbs sign sponsored by Hill Family	\$150.00	GF
66 NAPA Auto Parts	PW - Motor Vehicle Parts	\$363.99	WS
67 SGS North America, Inc	WWTP -nitrogen, phosphorus tests	\$229.21	WS
68 SGS North America, Inc	WWTP-Biochemical oxygen demand, suspended solids	\$238.33	WS
69 Silver World Publishing	legal notices, ordinance No 2022-07, Town Manager ad, Budget meeting invite/	\$249.00	GF
70 UNCC	RTL Transmissions	\$14.30	WS
71 Wagon Wheel Cabins Lake City LLC	W&S Deposit Refund for Acct# 22270402	\$340.00	GF
72 Xerox Financial Services	Lease Payment on new xerox printer in town office	\$215.31	GF

Total Bills Payable December 7, 2022: \$47,654.40

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
TOWN CLERK

# MONTHLY REPORT NOVEMBER 2022

## Lake City Parks and Recreation

### Ski Hill

The tramway board inspector will be here today(Dec 2) to do the pre start up inspection at the hill. Don and Danny have been working to get everything in order. Danny removed all the disc golf baskets that needed to be removed for the ski season. The earliest we will open is December 17th. We still need to take our Marker Binding Certification Tests and then Danny will test all the skis prior to opening.

### Armory

If the 2023 budget is approved with the \$25,000 for the sprinkler system for the upstairs apartment, we will start working on that space as we have time. I had a plumber look at it about a week ago and he will give me an estimate on his work. He gave me some ideas on how to make it a less expensive plumbing project.

### Ice Rink

This year the ice rink is on top of the new concrete pad. We flooded it the last week of November when we had a couple nights of single digit temps. We had a 50 degree day or two after that and it made some of the ice surface crispy but with a few coatings of water it will go away. If there is enough money left in the budget I still would like to buy a shed to store skates, hockey sticks, and misc. things that need to be removed from the second floor of the armory to make room for an apartment.

### Ice Park

We named the newest ice park "the Dynamite Shack" . It's just downstream from the Beer Garden and is the tallest ice we have, around 160'. We have more ice earlier this year than ever before. A lot was climbable by Thanksgiving. The newest area and the old Pumthouse Park area haven't been giving us any issues with maintenance but the Beer Garden has. We've had a lot of freezing lines to fix daily. Hopefully we can work out the bugs in the system. This issue is that we have 13 feeder lines instead of 8 this year.

### Parks

Gunnison Electric helped fix the lights on theTown Park Christmas tree this year. There were a lot of broken strands. It should be good for the Dec 3rd tree lighting.

### Trees

Nothing to report

## Public Works Report

November, 2021

For the month of November, the Town of Lake City produced 11,635,600 gallons of safe drinking water and the Wastewater Treatment Plant processed 1,594,830 gallons of wastewater. For the same period last year the Town produced 10,289,200 gallons of water and processed 2,106,460 gallons of wastewater.

**Water :** Things were quiet in the world of water for the month of November. With the lack of snow I am very concerned about having many frozen meters in 2023. I have ordered meters in response to this. Hopefully we will not need all these meters and can use them for new installs in 2023. Ben started to farm ice on the original in the beginning of November. This ice wall uses the water from the tanks and can skew our total amount of water pumped. The fire department performed the annual flow testing on our hydrants. There were no issues with any of the hydrants. This will also skew the pumping numbers. Public works assisted with water repairs in November. One of these was a line that always froze in the winter. This line was buried at a deeper depth and replaced with pure core. The other repair was a leak prior to the meter. Both repairs were successfully done before the cold temperatures. Another major issue we have been working on is the roof on Ballfield well. The roof was compromised and leaking. Many of the rafters were rotten and needed replacement. We replaced the rafters and re-decked the roof. We also dried in the roof and plan on replacing the asphalt shingles with metal.

**Wastewater:** Although there were not many issues in the field, we have been very busy with the upcoming wastewater plant. We have continued to collect data for Joanne as well as assisting with the paperwork for grants. I will be brief on this because it is a lot and an update will be given to you on the next meeting. I have been working on the presentation to Dola and we have also met with an equipment supplier.

**Streets and Alleys:** We did to do a little snow removal but nothing too major. We worked to have things ready for the winter season and plowing. We also did some final grade work on 3<sup>rd</sup> Street as well as other problem areas in Town. We did have a pretty big wind storm that came through Town. We were fortunate that there was not much damage. We did have five trees that came down and blocked roadways. We worked to clear the trees and open up roadways. A welcome to Lake City sign was blown down as well. We took the sign and put a clear coat on it and decided to do that to the other two signs as well.

**Other:** Public works assisted Parks and Rec with many tasks for the upcoming winter season. We also placed the pumps for the ice wall expansion and started to pump water for the wall. Public works then helped setup the new expansion for the ice wall with Ben. I am glad to say all three walls are up and running. We also helped with tree removal at the ice wall to make the venue more inviting to guests. Another item Public works assisted with was flooding the ice rink. Willy also worked on fabricating a donation box for the new wall. With the upcoming holiday season we decorated the foot bridges with new lights as well as decorating the street lights. We also hosted LCCS for career day and that was a lot of fun!

Respectfully Submitted,  
Jameson Johnston  
Public Works Director



TOWN OF LAKE CITY  
 COMBINED CASH INVESTMENT  
 NOVEMBER 30, 2022

COMBINED CASH ACCOUNTS

999-102-000-000	CASH (CHECKING)	71,504.79
999-104-100-000	SAVINGS (MONEY MARKET ACCOUNT)	2,408,110.04
999-104-200-000	CERTIFICATES OF DEPOSIT	30,535.16
999-104-300-000	COLOTRUST	210,544.78
999-175-000-000	CASH CLEARING - UTILITIES	2,249.79
		<hr/>
	TOTAL COMBINED CASH	2,722,944.56
999-100-000-000	CASH ALLOCATE TO OTHER FUNDS	( 2,722,944.56)
		<hr/>

TOTAL UNALLOCATED CASH	<u><u>.00</u></u>
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CASH ALLOCATION RECONCILIATION

100	ALLOCATION TO GENERAL FUND	1,307,496.78
300	ALLOCATION TO CONSERVATION TRUST FUND	( 740.00)
600	ALLOCATION TO WATER & SEWER FUND	1,416,187.78
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,722,944.56
	ALLOCATION FROM COMBINED CASH FUND - 99-100-000-000	( 2,722,944.56)
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ZERO PROOF IF ALLOCATIONS BALANCE	<u><u>.00</u></u>
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TOWN OF LAKE CITY  
BALANCE SHEET  
NOVEMBER 30, 2022

GENERAL FUND

ASSETS

100-100-000-000	CASH IN COMBINED FUND	1,307,496.78	
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		<u>1,372,069.88</u>

LIABILITIES AND EQUITY

LIABILITIES

100-200-000-000	FACILITY RENTAL DEPOSITS	1,357.00	
100-201-000-000	ENCROACHMENT DEPOSITS	3,650.00	
100-203-000-000	DEPOSITS FOR W&S SERVICE	5,780.00	
100-204-000-000	TENANT SECURITY DEPOSIT	1,000.00	
100-216-000-000	ACCRUED WAGES	2,836.08	
100-217-000-000	MEDICARE PAYABLE	474.34	
100-217-100-000	FEDERAL WITHHOLDING PAYABLE	3,071.34	
100-217-200-000	STATE WITHHOLDING PAYABLE	2,213.00	
100-217-300-000	RETIREMENT PAYABLE	( 559.02)	
100-217-400-000	ACC INSURANCE PAYABLE	3,309.12	
100-222-100-000	DEFERRED PROPERTY TAXES	64,217.00	
	TOTAL LIABILITIES		87,348.86

FUND EQUITY

100-280-000-000	FUND BALANCE	1,243,554.09	
100-280-100-000	CREATED BY POSTING	128,000.00	
100-280-400-000	EMERGENCY RESERVE-TABOR	21,842.00	
	REVENUE OVER EXPENDITURES - YTD	( 108,675.07)	
	BALANCE - CURRENT DATE		<u>1,284,721.02</u>
	TOTAL FUND EQUITY		<u>1,284,721.02</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,372,069.88</u>

TOWN OF LAKE CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
100-311-000-000	1,111.42	64,161.29	64,176.00	14.71	100.0
100-312-000-000	500.93	4,471.07	5,000.00	528.93	89.4
100-313-100-000	116,226.27	612,113.16	500,000.00	( 112,113.16)	122.4
100-314-100-000	83.13	3,245.36	3,000.00	( 245.36)	108.2
100-314-200-000	157.78	1,114.46	900.00	( 214.46)	123.8
100-314-300-000	.00	.00	30,000.00	30,000.00	.0
100-316-100-000	.00	.00	10,000.00	10,000.00	.0
100-319-000-000	61.88	243.29	500.00	256.71	48.7
<b>TOTAL TAXES</b>	<b>118,141.41</b>	<b>685,348.63</b>	<b>613,576.00</b>	<b>( 71,772.63)</b>	<b>111.7</b>
<u>PERMITS AND FEES</u>					
100-321-100-000	953.75	5,207.50	2,000.00	( 3,207.50)	260.4
100-322-100-000	3,440.50	19,078.67	11,000.00	( 8,078.67)	173.4
100-322-110-000	.00	161.00	100.00	( 61.00)	161.0
100-322-200-000	750.00	13,025.00	1,900.00	( 11,125.00)	685.5
100-322-400-000	20.00	1,825.00	1,000.00	( 825.00)	182.5
<b>TOTAL PERMITS AND FEES</b>	<b>5,164.25</b>	<b>39,297.17</b>	<b>16,000.00</b>	<b>( 23,297.17)</b>	<b>245.6</b>
<u>INTERGOVERNMENTAL REVENUE</u>					
100-334-000-000	.00	920,643.41	1,051,020.00	130,376.59	87.6
100-334-100-000	.00	55,107.66	1,500.00	( 53,607.66)	3673.8
100-334-300-000	.00	49,515.90	35,041.29	( 14,474.61)	141.3
100-335-100-000	.00	4,228.50	1,500.00	( 2,728.50)	281.9
100-335-200-000	2,391.29	25,554.52	25,000.00	( 554.52)	102.2
<b>TOTAL INTERGOVERNMENTAL REVENUE</b>	<b>2,391.29</b>	<b>1,055,049.99</b>	<b>1,114,061.29</b>	<b>59,011.30</b>	<b>94.7</b>
<u>RECREATION REVENUE</u>					
100-341-300-000	.00	50.00	.00	( 50.00)	.0
100-341-800-000	.00	1.80	.00	( 1.80)	.0
100-347-800-000	140.00	11,015.00	2,000.00	( 9,015.00)	550.8
100-347-810-000	.00	16,202.00	9,000.00	( 7,202.00)	180.0
100-347-811-000	.00	3,274.50	1,000.00	( 2,274.50)	327.5
100-347-812-000	.00	1,000.00	.00	( 1,000.00)	.0
100-347-820-000	.00	1,903.00	2,000.00	97.00	95.2
100-347-825-000	.00	13,541.50	1,000.00	( 12,541.50)	1354.2
<b>TOTAL RECREATION REVENUE</b>	<b>140.00</b>	<b>46,987.80</b>	<b>15,000.00</b>	<b>( 31,987.80)</b>	<b>313.3</b>

TOWN OF LAKE CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>COURT REVENUE</u>						
100-351-000-000	COURT FINES	100.00	9,542.00	1,500.00	( 8,042.00)	636.1
100-351-100-000	COURT COSTS	.00	25.00	.00	( 25.00)	.0
	<b>TOTAL COURT REVENUE</b>	<b>100.00</b>	<b>9,567.00</b>	<b>1,500.00</b>	<b>( 8,067.00)</b>	<b>637.8</b>
<u>OTHER REVENUE</u>						
100-361-100-000	EARNINGS ON DEPOSITS	512.42	4,722.49	2,000.00	( 2,722.49)	236.1
100-362-200-000	RENTS FROM BUILDINGS	2,840.00	7,818.66	3,000.00	( 4,818.66)	260.6
100-364-000-000	REFUNDS	.00	310.29	.00	( 310.29)	.0
100-365-000-000	EMPLOYEE HOUSING RENT	375.00	375.00	.00	( 375.00)	.0
100-366-100-000	HISTORIC PRESERVATION COA	50.00	700.00	500.00	( 200.00)	140.0
100-369-000-000	MISCELLANEOUS REVENUES	503.00	1,996.50	1,000.00	( 996.50)	199.7
	<b>TOTAL OTHER REVENUE</b>	<b>4,280.42</b>	<b>15,922.94</b>	<b>6,500.00</b>	<b>( 9,422.94)</b>	<b>245.0</b>
<u>SOURCE 37</u>						
100-370-000-000	TRANSFER FROM OTHER FUNDS	.00	.00	15,445.00	15,445.00	.0
	<b>TOTAL SOURCE 37</b>	<b>.00</b>	<b>.00</b>	<b>15,445.00</b>	<b>15,445.00</b>	<b>.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>130,217.37</b>	<b>1,852,173.53</b>	<b>1,782,082.29</b>	<b>( 70,091.24)</b>	<b>103.9</b>



TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>TOWN ADMIN</u>					
100-411-100-111	.00	4,550.00	8,000.00	3,450.00	56.9
100-411-100-144	.00	62.40	130.50	68.10	47.8
100-411-100-145	.00	658.77	1,250.00	591.23	52.7
100-411-100-330	712.00	762.00	500.00	( 262.00)	152.4
100-411-100-347	4,180.00	5,487.59	4,000.00	( 1,487.59)	137.2
100-411-100-350	1,375.00	36,050.00	82,125.00	46,075.00	43.9
100-411-100-370	.00	3,243.10	1,500.00	( 1,743.10)	216.2
100-411-100-397	.00	19,898.83	.00	( 19,898.83)	.0
100-411-100-400	35,797.50	43,297.50	105,500.00	62,202.50	41.0
100-411-100-495	.00	121.08	300.00	178.92	40.4
100-411-400-111	3,285.69	32,503.95	59,510.00	27,006.05	54.6
100-411-400-142	.00	4,821.50	10,000.00	5,178.50	48.2
100-411-400-143	3,140.24	18,321.60	7,500.00	( 10,821.60)	244.3
100-411-400-144	47.44	456.72	870.00	413.28	52.5
100-411-400-145	483.98	9,877.44	11,345.00	1,467.56	87.1
100-411-400-210	.00	656.83	1,000.00	343.17	65.7
100-411-400-220	.00	1,310.02	1,300.00	( 10.02)	100.8
100-411-400-230	.00	8.38	200.00	191.62	4.2
100-411-400-311	.00	312.27	700.00	387.73	44.6
100-411-400-320	65.10	2,677.71	3,000.00	322.29	89.3
100-411-400-330	3,191.49	21,624.11	1,500.00	( 20,124.11)	1441.6
100-411-400-331	308.00	4,238.00	3,000.00	( 1,238.00)	141.3
100-411-400-345	221.25	2,479.15	5,000.00	2,520.85	49.6
100-411-400-346	287.16	2,971.67	4,000.00	1,028.33	74.3
100-411-400-347	.00	9,976.70	16,000.00	6,023.30	62.4
100-411-400-350	5,344.50	9,371.43	2,000.00	( 7,371.43)	468.6
100-411-400-352	.00	12,199.50	15,000.00	2,800.50	81.3
100-411-400-354	( 12,500.00)	16,175.00	8,000.00	( 8,175.00)	202.2
100-411-400-360	.00	.00	500.00	500.00	.0
100-411-400-370	373.93	5,710.09	2,000.00	( 3,710.09)	285.5
100-411-400-495	.00	2,148.10	2,000.00	( 148.10)	107.4
100-411-400-510	.00	13,574.95	22,000.00	8,425.05	61.7
100-411-400-947	.00	24.99	500.00	475.01	5.0
<b>TOTAL TOWN ADMIN</b>	<b>46,313.28</b>	<b>285,571.38</b>	<b>380,230.50</b>	<b>94,659.12</b>	<b>75.1</b>
<u>MUNICIPAL COURT</u>					
100-412-100-111	.00	6,600.00	6,000.00	( 600.00)	110.0
100-412-100-144	.00	87.00	87.00	.00	100.0
100-412-100-145	.00	954.18	510.00	( 444.18)	187.1
100-412-100-330	.00	.00	20.00	20.00	.0
100-412-100-370	215.00	315.00	750.00	435.00	42.0
100-412-100-495	.00	.00	1,000.00	1,000.00	.0
<b>TOTAL MUNICIPAL COURT</b>	<b>215.00</b>	<b>7,956.18</b>	<b>8,367.00</b>	<b>410.82</b>	<b>95.1</b>

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ELECTIONS</u>					
100-414-000-111	.00	5,540.00	5,000.00	( 540.00)	110.8
100-414-000-220	.00	1,881.10	2,500.00	618.90	75.2
100-414-000-352	.00	.00	500.00	500.00	.0
<b>TOTAL ELECTIONS</b>	<b>.00</b>	<b>7,421.10</b>	<b>8,000.00</b>	<b>578.90</b>	<b>92.8</b>
<u>COMMUNITY FAC &amp; PARKS</u>					
100-419-400-220	34.99	8,897.20	13,000.00	4,102.80	68.4
100-419-400-223	.00	2,451.73	2,300.00	( 151.73)	106.6
100-419-400-230	.00	910.07	2,500.00	1,589.93	36.4
100-419-400-341	655.20	7,705.19	6,200.00	( 1,505.19)	124.3
100-419-400-344	( 485.87)	19,675.23	15,000.00	( 4,675.23)	131.2
100-419-400-356	4,854.88	24,845.83	6,500.00	( 18,345.83)	382.2
100-419-400-360	9,840.00	21,537.90	22,000.00	462.10	97.9
100-419-400-361	385.00	7,161.75	9,000.00	1,838.25	79.6
<b>TOTAL COMMUNITY FAC &amp; PARKS</b>	<b>15,284.20</b>	<b>93,184.90</b>	<b>76,500.00</b>	<b>( 16,684.90)</b>	<b>121.8</b>
<u>STREETS &amp; ALLEYS PROGRAMS</u>					
100-431-400-230	.00	2,435.51	5,000.00	2,564.49	48.7
100-431-400-231	.00	15,204.70	12,000.00	( 3,204.70)	126.7
100-431-400-350	.00	1,010.00	.00	( 1,010.00)	.0
100-431-400-360	.00	.00	3,000.00	3,000.00	.0
100-431-400-365	.00	178.04	.00	( 178.04)	.0
100-431-400-370	.00	165.62	15,000.00	14,834.38	1.1
100-431-400-452	.00	1,460.00	3,000.00	1,540.00	48.7
100-431-400-453	.00	12,030.00	8,000.00	( 4,030.00)	150.4
100-431-500-230	1,058.25	1,058.25	5,000.00	3,941.75	21.2
100-431-500-360	208.94	11,323.79	25,000.00	13,676.21	45.3
100-431-800-111	2,326.46	24,198.07	31,000.00	6,801.93	78.1
100-431-800-143	.00	1,050.84	5,608.80	4,557.96	18.7
100-431-800-144	35.24	340.41	450.00	109.59	75.7
100-431-800-145	361.47	3,629.35	4,410.00	780.65	82.3
100-431-800-146	23.47	1,321.02	1,300.00	( 21.02)	101.6
100-431-800-340	35.50	361.27	500.00	138.73	72.3
<b>TOTAL STREETS &amp; ALLEYS PROGRAMS</b>	<b>4,049.33</b>	<b>75,766.87</b>	<b>119,268.80</b>	<b>43,501.93</b>	<b>63.5</b>
<u>DEPARTMENT 432</u>					
100-432-000-350	.00	210.40	.00	( 210.40)	.0
<b>TOTAL DEPARTMENT 432</b>	<b>.00</b>	<b>210.40</b>	<b>.00</b>	<b>( 210.40)</b>	<b>.0</b>

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 436</u>					
100-436-000-360 ROUND TOP REPAIR & MAINT SERV	1,125.85	2,901.87	1,500.00	( 1,401.87)	193.5
TOTAL DEPARTMENT 436	1,125.85	2,901.87	1,500.00	( 1,401.87)	193.5
 <u>RECREATION</u>					
100-451-100-111 SALARIES - REC DEPT	4,232.47	61,168.51	80,560.00	19,391.49	75.9
100-451-100-112 PT SEASONAL	1,143.75	5,765.25	9,900.00	4,134.75	58.2
100-451-100-143 HEALTH INSURANCE - REC DEPT	( 3,436.69)	9,160.80	18,696.00	9,535.20	49.0
100-451-100-144 FICA-MEDICARE - REC DEPT	77.51	939.15	1,250.00	310.85	75.1
100-451-100-145 PERA - REC DEPT	791.92	9,615.63	12,900.00	3,284.37	74.5
100-451-100-224 RECREATION SUPPLIES - REC.	543.55	9,923.63	10,000.00	76.37	99.2
100-451-100-360 R & M SERVICES - RECREATION	.00	930.71	15,000.00	14,069.29	6.2
100-451-100-370 TRAVEL, TRAINING AND MEETINGS	215.00	2,091.71	1,500.00	( 591.71)	139.5
100-451-100-496 MISCELLANEOUS - RECREATION	.00	25.25	.00	( 25.25)	.0
100-451-200-111 SALARIES - SKI HILL	720.00	8,176.75	9,500.00	1,323.25	86.1
100-451-200-144 FICA-MEDICARE - SKI HILL	10.44	93.70	140.00	46.30	66.9
100-451-200-145 PERA - SKI HILL	106.06	982.30	1,500.00	517.70	65.5
100-451-200-220 OPERATING SUPPLIES - SKI HILL	280.79	1,757.09	6,000.00	4,242.91	29.3
100-451-200-230 R & M SUPPLIES - SKI HILL	69.90	2,969.03	2,500.00	( 469.03)	118.8
100-451-200-330 PUBLICITY, SUBS, DUES - SKI HILL	23.56	687.89	600.00	( 87.89)	114.7
100-451-200-341 ELECTRICITY - SKI HILL	57.68	850.56	2,500.00	1,649.44	34.0
100-451-200-345 TELEPHONE - SKI HILL	57.51	632.69	400.00	( 232.69)	158.2
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	57.17	600.00	542.83	9.5
100-451-200-593 PERMITS - SKI HILL	.00	549.00	1,000.00	451.00	54.9
TOTAL RECREATION	4,893.45	117,158.67	177,446.00	60,287.33	66.0
 <u>MARKETING</u>					
100-455-100-330 MARKETING-PUB, SUBS & DUES	1,000.00	1,000.00	1,000.00	.00	100.0
100-455-100-340 MARKETING-MAIN STREET	.00	5,000.00	5,000.00	.00	100.0
TOTAL MARKETING	1,000.00	6,000.00	6,000.00	.00	100.0
 <u>HISTORIC PRESERVATION</u>					
100-460-100-370 TRAVEL, TRAINING AND MEETINGS	20.58	20.58	1,500.00	1,479.42	1.4
TOTAL HISTORIC PRESERVATION	20.58	20.58	1,500.00	1,479.42	1.4

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONTRACT PAYMENTS</u>					
100-480-310-397 CONTRACT PAYMENTS, LAW ENFORCE	.00	61,944.00	85,592.00	23,648.00	72.4
100-480-330-397 CONTRACT PAYMENTS, BUILDING IN	.00	15,913.50	21,218.00	5,304.50	75.0
<b>TOTAL CONTRACT PAYMENTS</b>	<b>.00</b>	<b>77,857.50</b>	<b>106,810.00</b>	<b>28,952.50</b>	<b>72.9</b>
<u>CAPITAL IMPROVEMENTS</u>					
100-485-000-810 CAP IMP STREETS & ALLEYS	79,361.91	1,107,039.44	1,240,000.00	132,960.56	89.3
100-485-000-901 EMPLOYEE HOUSE	179,759.71	179,759.71	.00	( 179,759.71)	.0
<b>TOTAL CAPITAL IMPROVEMENTS</b>	<b>259,121.62</b>	<b>1,286,799.15</b>	<b>1,240,000.00</b>	<b>( 46,799.15)</b>	<b>103.8</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>332,023.31</b>	<b>1,960,848.60</b>	<b>2,125,622.30</b>	<b>164,773.70</b>	<b>92.3</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 201,805.94)</b>	<b>( 108,675.07)</b>	<b>( 343,540.01)</b>	<b>( 234,864.94)</b>	<b>( 31.6)</b>

TOWN OF LAKE CITY  
 BALANCE SHEET  
 NOVEMBER 30, 2022

CONSERVATION TRUST FUND

ASSETS

300-100-000-000	CASH IN COMBINED FUND	(	740.00)	
300-104-100-000	SAVINGS (MONEY MARKET ACCOUNT)		19,467.22	
300-132-000-000	DUE FROM OTHER GOVERNMENTS	(	1,508.93)	
	TOTAL ASSETS			<u>17,218.29</u>

LIABILITIES AND EQUITY

FUND EQUITY

300-280-000-000	FUND BALANCE		28,080.13	
	REVENUE OVER EXPENDITURES - YTD	(	10,861.84)	
	BALANCE - CURRENT DATE			<u>17,218.29</u>
	TOTAL FUND EQUITY			<u>17,218.29</u>
	TOTAL LIABILITIES AND EQUITY			<u>17,218.29</u>

TOWN OF LAKE CITY  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
300-334-000-000 CTF REMITTANCE	.00	2,577.15	4,000.00	1,422.85	64.4
TOTAL INTERGOVERNMENTAL REVENUE	.00	2,577.15	4,000.00	1,422.85	64.4
<u>OTHER REVENUE</u>					
300-361-100-000 EARNINGS ON DEPOSITS	5.06	61.01	20.00	( 41.01)	305.1
TOTAL OTHER REVENUE	5.06	61.01	20.00	( 41.01)	305.1
TOTAL FUND REVENUE	5.06	2,638.16	4,020.00	1,381.84	65.6

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

CONSERVATION TRUST FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CONSERVATION TRUST EXPENDITURE</u>						
300-452-000-365	CAPITAL IMPROVEMENT PROJECTS	13,500.00	13,500.00	30,000.00	16,500.00	45.0
	TOTAL CONSERVATION TRUST EXPENDITURE	13,500.00	13,500.00	30,000.00	16,500.00	45.0
	TOTAL FUND EXPENDITURES	13,500.00	13,500.00	30,000.00	16,500.00	45.0
	NET REVENUE OVER EXPENDITURES	( 13,494.94)	( 10,861.84)	( 25,980.00)	( 15,118.16)	( 41.8)

TOWN OF LAKE CITY  
BALANCE SHEET  
NOVEMBER 30, 2022

WATER & SEWER FUND

<u>ASSETS</u>			
600-100-000-000	CASH IN COMBINED FUND		1,416,187.78
600-115-000-000	CUSTOMER ACCOUNTS RECEIVABLE		8,153.77
600-160-000-000	LAND		76,697.00
600-160-100-000	EMPLOYEE HOUSE		179,759.71
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		4,042,675.81
600-162-500-000	SEWER SYSTEM		2,226,520.91
600-162-600-000	METERS		83,648.25
600-163-300-000	COLL, TRANS & DIST.-SEWER		128,179.00
600-164-000-000	WATER TANK		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.	(	2,847,271.61)
600-180-001-000	DEFERRED OUTFLOWS - PERA		59,495.00
600-180-021-000	DEFERR OUTFLOWS OPEBCONTTIMING		2,385.00
			<hr/>
	TOTAL ASSETS		<u><u>6,614,452.69</u></u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
600-202-000-000	ACCOUNTS PAYABLE	(	185.00)
600-202-100-100	CWRPDA REVOLVING FUND LOAN		1,057,024.36
600-202-100-200	ACCRUED INTEREST		2,205.76
600-216-000-000	ACCRUED WAGES		3,051.33
600-216-100-000	ACCRUED COMPENSATED ABSENSES		3,109.10
600-250-001-000	PERA NET PENSION LIABILITY		123,716.00
600-250-002-000	DEFERRED INFLOW - PERA EXP		135,343.00
600-250-021-000	NET OPEB LIABILITY		17,219.00
600-250-026-000	DEFERRED INFLOWS OPEB EARNINGS		7,024.00
			<hr/>
	TOTAL LIABILITIES		1,348,507.55
<u>FUND EQUITY</u>			
600-280-000-000	FUND BALANCE		3,604,686.50
600-281-000-000	CUSTOMERS CONTRIB CAPITAL		182,149.00
600-282-000-000	CONT CAPITAL--GOVT 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		46,089.04
			<hr/>
	BALANCE - CURRENT DATE		<u>5,265,945.14</u>
	TOTAL FUND EQUITY		<u><u>5,265,945.14</u></u>
	TOTAL LIABILITIES AND EQUITY		<u><u>6,614,452.69</u></u>



TOWN OF LAKE CITY  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WATER & SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERGOVERNMENTAL REVENUE</u>					
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
<u>WATER &amp; SEWER REVENUE</u>					
600-341-800-000 CHARGES FOR SERVICES	.00	446.31	.00	( 446.31)	.0
600-344-100-000 WATER SALES	53.84	305,813.05	350,000.00	44,186.95	87.4
600-344-200-000 SEWER REVENUES	( 5,381.16)	198,233.34	260,000.00	61,766.66	76.2
600-344-300-000 WATER TAP CONNECTION CHARGES	.00	39,000.00	5,000.00	( 34,000.00)	780.0
600-344-400-000 SEWER TAP CONNECTION CHARGES	.00	31,703.38	5,000.00	( 26,703.38)	634.1
600-344-500-000 WATER METERS	.00	17,466.29	1,500.00	( 15,966.29)	1164.4
600-344-600-000 INSPECTION FEES	.00	150.00	.00	( 150.00)	.0
TOTAL WATER & SEWER REVENUE	( 5,327.32)	592,812.37	621,500.00	28,687.63	95.4
<u>SOURCE 36</u>					
600-361-000-000 EARNINGS ON DEPOSITS	661.66	2,863.47	500.00	( 2,363.47)	572.7
600-361-100-000 EARNINGS ON ACCTS RECEIVABLE	475.69	2,351.13	2,000.00	( 351.13)	117.6
600-369-000-000 MISCELLANEOUS REVENUES	1,000.00	2,726.43	.00	( 2,726.43)	.0
TOTAL SOURCE 36	2,137.35	7,941.03	2,500.00	( 5,441.03)	317.6
<u>SOURCE 37</u>					
600-370-000-000 EMPLOYEE HOUSING RENT	375.00	375.00	.00	( 375.00)	.0
TOTAL SOURCE 37	375.00	375.00	.00	( 375.00)	.0
TOTAL FUND REVENUE	( 2,814.97)	601,128.40	884,000.00	282,871.60	68.0

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WATER & SEWER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER &amp; SEWER EXPENDITURES</u>					
600-433-410-221	.00	19,693.04	14,000.00	( 5,693.04)	140.7
600-433-410-229	.00	317.00	1,500.00	1,183.00	21.1
600-433-410-230	514.32	526.78	1,000.00	473.22	52.7
600-433-410-312	.00	192.15	3,000.00	2,807.85	6.4
600-433-410-341	2,804.69	25,448.02	36,500.00	11,051.98	69.7
600-433-410-345	.00	1,324.54	2,850.00	1,525.46	46.5
600-433-410-350	.00	.00	250.00	250.00	.0
600-433-410-358	.00	5,913.78	6,000.00	86.22	98.6
600-433-410-360	.00	.00	1,500.00	1,500.00	.0
600-433-410-593	.00	220.00	2,500.00	2,280.00	8.8
600-433-410-600	.00	14,271.50	14,271.50	.00	100.0
600-433-440-229	141.46	218.94	2,000.00	1,781.06	11.0
600-433-440-230	.00	5,864.89	3,000.00	( 2,864.89)	195.5
600-433-440-350	.00	836.30	5,000.00	4,163.70	16.7
600-433-440-360	.00	14,861.81	21,000.00	6,138.19	70.8
600-433-510-230	.00	873.87	3,000.00	2,126.13	29.1
600-433-510-360	.00	19,008.01	15,000.00	( 4,008.01)	126.7
600-433-530-221	.00	9,872.76	6,750.00	( 3,122.76)	146.3
600-433-530-229	788.72	3,319.03	3,500.00	180.97	94.8
600-433-530-230	.00	559.41	1,000.00	440.59	55.9
600-433-530-312	299.72	2,303.01	1,000.00	( 1,303.01)	230.3
600-433-530-341	2,827.91	29,851.16	32,500.00	2,648.84	91.9
600-433-530-344	485.87	9,005.86	4,000.00	( 5,005.86)	225.2
600-433-530-350	.00	1,411.70	5,000.00	3,588.30	28.2
600-433-530-358	970.49	6,306.77	7,000.00	693.23	90.1
600-433-530-359	270.50	3,969.53	2,000.00	( 1,969.53)	198.5
600-433-530-360	.00	211.00	.00	( 211.00)	.0
600-433-530-593	.00	1,732.39	1,600.00	( 132.39)	108.3
600-433-600-111	14,234.31	154,510.35	188,200.00	33,689.65	82.1
600-433-600-142	.00	5,756.50	10,000.00	4,243.50	57.6
600-433-600-143	( 4,292.85)	27,482.40	32,000.00	4,517.60	85.9
600-433-600-144	212.12	2,153.59	2,750.00	596.41	78.3
600-433-600-145	2,171.81	22,661.89	26,800.00	4,138.11	84.6
600-433-600-229	.00	7,563.66	1,000.00	( 6,563.66)	756.4
600-433-600-230	736.40	1,294.63	1,000.00	( 294.63)	129.5
600-433-600-231	771.22	6,513.86	5,000.00	( 1,513.86)	130.3
600-433-600-320	151.23	1,065.96	.00	( 1,065.96)	.0
600-433-600-331	.00	3,066.20	.00	( 3,066.20)	.0
600-433-600-335	31.69	2,897.04	600.00	( 2,297.04)	482.8
600-433-600-345	111.61	1,283.60	1,200.00	( 83.60)	107.0
600-433-600-346	271.60	1,845.98	.00	( 1,845.98)	.0
600-433-600-350	.00	240.00	.00	( 240.00)	.0
600-433-600-351	12,500.00	16,175.00	.00	( 16,175.00)	.0
600-433-600-352	.00	367.50	10,000.00	9,632.50	3.7
600-433-600-360	.00	11.86	.00	( 11.86)	.0
600-433-600-361	1,103.49	6,443.15	10,000.00	3,556.85	64.4
600-433-600-370	155.00	211.25	3,500.00	3,288.75	6.0
600-433-600-495	.00	2,499.14	2,500.00	.86	100.0
600-433-600-510	.00	8,226.71	11,000.00	2,773.29	74.8
600-433-600-753	.00	.00	15,445.00	15,445.00	.0
<b>TOTAL WATER &amp; SEWER EXPENDITURES</b>	<b>37,261.31</b>	<b>450,383.52</b>	<b>517,716.50</b>	<b>67,332.98</b>	<b>87.0</b>

TOWN OF LAKE CITY  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2022

WATER & SEWER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEBT</u>						
600-470-200-620	DEBT INTEREST	.00	6,984.64	6,985.00	.36	100.0
	TOTAL DEBT	.00	6,984.64	6,985.00	.36	100.0
<u>W&amp;S CIP</u>						
600-700-000-130	WWTP - MODIFICATIONS	.00	32,403.00	1,250,000.00	1,217,597.00	2.6
600-700-000-140	CAP IMP NEW VEHICLE	.00	47,261.20	.00	( 47,261.20)	.0
600-700-000-160	CAP IMP WATER STATION	.00	18,007.00	30,000.00	11,993.00	60.0
	TOTAL W&S CIP	.00	97,671.20	1,280,000.00	1,182,328.80	7.6
	TOTAL FUND EXPENDITURES	37,261.31	555,039.36	1,804,701.50	1,249,662.14	30.8
	NET REVENUE OVER EXPENDITURES	( 40,076.28)	46,089.04	( 920,701.50)	( 966,790.54)	5.0

TOWN OF LAKE CITY  
BALANCE SHEET  
NOVEMBER 30, 2022

MISC FIXED ASSETS FUND

<u>ASSETS</u>			
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		<u>1,235,352.97</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
900-260-000-000	INVEST. IN GEN. FIXED ASSETS	<u>1,235,352.97</u>	
	TOTAL LIABILITIES		<u>1,235,352.97</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,235,352.97</u>

## November Town Clerk and Treasury Report

Total Cash Receipts: \$189,497.60  
September Sales Tax: \$116,226.27  
Utilities: \$59,437.47  
Property Tax: \$1,111.42

Sales Tax revenue is doing very well. As we have yet to receive Oct., Nov., and Dec. sales tax.

2021 Sales Tax Total: \$566,746.88  
2022 Sales Tax through September: \$612,113.16

### Ski Hill Analysis

2021

Revenues:

Fees \$12,610  
Donations \$2,675.50  
Total Revenues: \$15,285.50  
Minus  
Total Expenses \$24,094.49

**Operating Deficit of -\$8,808.99 in 2021** ← (Note: Ski Hill was closed Christmas weekend)

2022

Revenues:

Fees: \$16,202.00  
Donations: \$3,274.50  
Total Revenues: \$19,476.50  
Minus  
YTD Expenses: \$17,538.03 ← (YTD is upto November 30, 2022)

**Operating Surplus of \$ 1,938.47 as of November 2022**

2022 Conservative Estimate

If we spend as much as we did in 2021 by year end and do not open Christmas week again.

Total Revenues: \$19,476.50  
Minus  
Total Expenses: \$24,095.49

**2022 Conservative Estimated Operating Deficit of -\$4,618.99**

Town Admin Health Insurance

YTD Total: \$18,321.60

Corrections: -\$4,354.96 ← Errors to be corrected with journal entries

**YTD Actual Total: \$ 13,966.64** ← We changed the way we accounted for health insurance and simply did not budget enough for Town Health Insurance



## 2023 Revised General Fund Budget Breakdown

### General Fund

Operating Revenues \$721,773  
Operating Expenses \$840,032.50  
Operating Deficit of: -\$118,238.50

One-time expenses: \$50,000 Capital Improvement plan  
\$32,500 Donations including EMS  
\$64,202 Broadband match  
\$25,000 Armory Capital improvement (Workforce housing)  
Total: \$171,702.00

Total Expenses \$1,011,734.50  
Less one-time expenses \$171,702  
Operating Expenses: \$840,032.50

Operating Expenses include \$25,000 that will be moved into a capital improvements fund for Streets and Alleys \$15,000 and Parks and Rec \$10,000

### Proposed Revised Budget Totals Based on Estimated Totals

Beginning Balance \$1,299,992.85  
Total Revenues \$721,773  
Total Expenses - \$1,011,734.50 ←(This was \$1,142,494.76 at Nov. 30 Meeting)  
Ending Balance: \$1,010,031.35

## **Town Manager Report**

- Continue to work on Affordable Workforce Housing
- Finished up the 2023 Budget.
- CDPHE Loan soon to be finalized
- December 6<sup>th</sup> was the hearing and it went well
- Working with Dan on the Annexation of Memorial Park
- December 9<sup>th</sup> Town of Lake City will be hosting a community event
- Finishing up any last task that I may have





BUILDING DEPARTMENT  
Gabe McNeese  
311 N. Henson St., Lake City, CO, 81235.  
Phone: 970-901-9570, email gabem@hinsdalecountycolorado.us

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TOWN OF LAKE CITY MONTHLY MEETING

November, 2022

The month of November issued five new permits for Town, which brings the total up to forty-five permits for the Town of Lake City, since the start of January. Overall, nine permits were issued from the building department this month. With plenty of new construction going on around town, the locals should have no problem staying busy this winter.

I am currently winterizing around the County Courthouse and Admin buildings, getting ready for winter, and the upcoming the snow season. With the slower months ahead, I have plenty to do, I am studying for the Colorado State small water system cert, and catching up with paperwork, (always).

The 2022 building year has been busier than 2021, I expect the 2023 building year to continue that same trend. I have had several new emails asking about home builds both in Town and the County for next year, as well as questions about VRBO's.

Sincerely,

Gabe McNeese.

## **Sheriff's Report**

**November 2022**

**BOCC/ BOTT**

**10/28-11/1:** Deputy Bruce patrolled the Upper Piedra area of the county during hunting season. Bruce was glad to have had one last opportunity to visit the residents and those making annual hunting trips to the area.

**11/2-5:** Undersheriff Kaminski patrolled the Upper Piedra area of the county for hunting season.

**11/5:** Sheriff Kambish responded to a wildlife issue on 10 ½ St. and Ocean wave Ave. In the early morning hours, it seems a bear had found the odor of freshly processed deer meat too much to resist. The bear, being led by stomach and olfactory, found itself the recipient of a meaty reward when it was able to extricate at least one hind quarter that had been secured in the back of a pick-up bed. Some of the leftovers and accompanying refuse was scattered into a neighbor's yard prompting a call when a mischief of magpies arrived to feast on what the bear left behind. Sheriff Kambish admonished the hunters for not securing their game meat more securely and passed information on to the Division of Wildlife for subsequent action if required.

**11/6:** Deputy Pantleo responded to a home on Deer Trail Rd., for the report of a bear having entered a home without permission. Upon arrival Pantleo discovered several pieces of evidence indicating a hungry and unruly bear had, in fact, been the cause of all the damage. Pantleo documented the following damage: bear feces on the floor, oven moved from its resting place now in the center of the kitchen, refrigerator door left open, cabinets ripped open or off of the wall, food and food trash left on the floor. Last, but not least, the bear entered and left through a, now broken window in the living room.

**11/7-11:** Undersheriff Kaminski attended FBI/Leeda training. This week-long training focuses on law enforcement leadership for executive level officers and covers areas including, training, policy, supervision and more.

**11/11-16:** Deputy Zeckser patrolled the Upper Piedra during hunting season. While there he responded to a single vehicle accident, more on that below.

**11/11:** Deputy Zeckser responded to mile post 26 on Forest Service Road 331 (Mosca Rd.) in the Upper Piedra for a single vehicle accident. According to the driver, the vehicle was driving up (west) when it lost traction and began sliding downhill. The camper trailer being towed left the road, and the driver was able to unhook it, using a hammer to knock out the hitch pin, before it dragged the vehicle with it off over the embankment. Neither the driver nor the passenger, his wife, were injured, although it may be the last time the ever embark on a camping trip together. Due to the difficult road conditions and impending winter, arrangements were made between the driver, USFS Ranger S. Cave, and a tow company to have the trailer removed as soon as conditions allow for safe extrication.

**11/16:** Deput Pantleo took a report of gunshots being fired in the area near the Still Meadows Ranch on CR 30. Witnesses reported a confrontation with a motorist that began with verbal abuse for stopping in

the roadway, and ended with gunshots being fired as the motorist drove away. Witnesses said, after the verbal confrontation was over the motorist began driving away and then, suddenly, produced a firearm out of the driver-side window and fired 6-7 times before driving out of sight. The reporting parties stated they did not feel threatened, and the weapon was never pointed in their direction. Nevertheless, they felt the situation should be reported. Pantleo returned to the scene of the crime and located no less than 7 spent 9mm cases on the road, precisely where witnesses described. No one was injured, and the perpetrator was located and given a summons for Prohibited use of a Weapon.

**11/18:** Sheriff's Office personnel held a dinner, in honor of retiring deputies Tom Carl, Charles Ferris and Ron Bruce. During dinner memories of working together were shared and a wonderful time was had by all. This office, and our county as a whole are indebted to Carl, Bruce and Ferris for their many years of faithful service through the Sheriff's Office. We are honored to have worked with them and wish them happy trails.

**11/24:** Led by Sheriff's Assistant Bobbi McDonald, the annual Turkey Trot raised \$831 for the Sheriff's Office's annual Toys for Tots drive. Thank you to Bobbi and all her helpers for putting this fundraiser together, and thanks to all who participated!

**11/28:** At approximately 1200 hours Deputy Pantleo was notified of an overdue party that was said to have been in the Capitol City area examining a mine shaft located on his property. Deputy Pantleo traveled to Capitol City in search of the individual's vehicle which was found on the road below where the access to the property was. The Hinsdale County Search and Rescue team was deployed to the location of the property owner's land located on the mountainside north of CR20. The San Juan Mine Rescue team out of Gunnison was also placed on standby in the event of a mine rescue. At around 1630 hours SAR made contact with the individual who was on his property cutting wood and failed to notify his family/friends he would be out longer than he stated before.

The sheriff's Office has extended a job offer to fill the vacant full-time deputy position. That offer was accepted by Sarah Poet. Ms. Poet will be attending the POST Law Enforcement Academy at the Technical College of the Rockies beginning in January. Thanks to the help of Commissioner Borchers, the cost of the academy will be covered by a grant intended to help small law enforcement agencies recruit and train future officers.

#### **Traffic Citations for Nov.**

**Failure to Provide Proof of Insurance: 1**

**Speeding: 1**

**Allowed <16 to operate OHV: 1**

**TOWN OF LAKE CITY  
BOARD OF TRUSTEES  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 5-118 TABLE A OF THE LAKE CITY  
TOWN CODE REGARDING FENCE PERMIT REQUIREMENTS**

**WHEREAS**, the Board of Trustees of the Town of Lake City, Colorado (the “Board”), pursuant to Colorado Statute is vested with the authority of administering the affairs of the Town of Lake City, Colorado (the “Town”); and

**WHEREAS**, the Town codified its ordinances in the Town of Lake City Town Municipal Code (the “Code”); and

**WHEREAS**, the Town previously passed ordinance 10-1994, which required fences under six feet to be permitted through the Town, free of charge, in order to ensure fences were located on the correct property, not in public right of ways, or on neighboring properties; and

**WHEREAS**, the previous ordinance also allowed the Town to enforce fence height restrictions, particularly in the historic preservation district; and

**WHEREAS**, the Ordinance 10-1994 was inadvertently omitted from codification; and

**WHEREAS**, the Board finds it to be in the best interest of the Town and its residents to require fences under six feet within the Town be required to obtain a permit prior to construction.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY AS FOLLOWS:**

1. Section 5-118 – Table A of the Lake City Municipal Code shall be amended by removing by adding the following language to Table A in numeric order as follows:

	Change
IBC 105.2(2)	All fences shall require permits. The customary application fees shall be charged and collected prior to the issuance of any fence building permit provided.

2. Validity. If any part of this ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have approved this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

4. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent collection of any fees assessed pursuant to the provisions of any ordinance hereby repealed prior to the taking effect of this ordinance.

**INTRODUCED, PASSED AND ADOPTED A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO AND SIGNED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2022.**

Votes Approving: \_\_\_\_\_  
Votes Opposed: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstained: \_\_\_\_\_

**ATTEST:**

**BOARD OF TRUSTEES OF THE  
TOWN OF LAKE CITY, COLORADO**

\_\_\_\_\_  
Alexander Mulhall  
Town Clerk

By: \_\_\_\_\_  
Dave Roberts  
Mayor



Vance Lipsey &lt;townmanager@townoflakecity.co&gt;

---

**wildfire mitigation request**

---

Sandy Hines &lt;administrator@hinsdalecountycolorado.us&gt;

Thu, Oct 6, 2022 at 3:55 PM

To: Vance Lipsey &lt;townmanager@townoflakecity.co&gt;, "michellepierce@centurytel.net" &lt;michellepierce@centurytel.net&gt;

[\*\*\* This email originated from outside Hinsdale County - PLEASE USE CAUTION OPENING LINKS, ATTACHMENTS OR REPLYING \*\*\* ]

Good morning

I wanted to let you know what is going with the wildfire mitigation program that the county partnered with the town on the last two years.

To help mitigate wildfire threat in in our community, this program offers incentives to homeowners to clear organic material from their properties by offering reduced rates at the Hinsdale County Transfer Station to dump those materials. Hinsdale County then rents a grinder one a year to turn all the material into mulch. The mulch is available free of charge, or for a reduced rate if someone wants a dump truck full delivered.

The program has been highly successful and many property owners have taken advantage of the reduced rates. However, the program has to be subsidized by the county and town and does not make enough in revenue to cover the costs.

Costs of the program for the last two years are as follows:

- In 2021, the grinder rental was \$12,948.15 and then \$9,451.07 for RB labor to do work. Total: \$22,399.22
- In 2022, the grinder rental was \$14,969.82 and then \$10,344.50 for RB to do the work. Total: 25,314.32

Revenue collected from dumping charges over the two years: \$960

In October of 2021, Hinsdale County made a request of the Town of Lake City to partner on this program by contributing financially. The county requested a contribution of \$5,000 for 2021, and \$5,000 annually starting in 2022.

The county is currently seeking funding for this program through a Colorado State Forest Service Forest Restoration & Wildfire Risk Mitigation Grant. The grant is due October 19, and notification of award should go out by the end of the year. If awarded, this grant will cover the costs of this program for two years and allow for an increase in the incentives program, meaning homeowners would be charged even less to dump materials. If awarded, the county will not be seeking a financial contribution from the town.

However, if the grant is not awarded, the county is hoping the town will once again contribute the \$5,000 toward the program. I know the timing of the grant notification makes budgeting a challenge. That is why I wanted to give you notice.

Please let me know if I can answer any questions.

Thank you

*Sandy Hines*

- County Administrator

- Public Information Officer

970-944-2225



September 6, 2022

Town Trustees  
Town of Lake City  
PO Box 544, Lake City, CO 81235

Dear Town Trustees,

Wee Care is submitting this letter of request for a donation in the amount of \$5,000.00 from the Town of Lake City.

Local parents in Lake City established Wee Care in 2001 as a 501(c)3 organization to provide childcare for the families of Hinsdale County. We are the only state licensed childcare provider within a 60-mile radius. Wee Care remains steadfast in its purpose to provide year-round, high quality and consistent childcare at the lowest cost to all families.

Our programs provide the children in our care the opportunity to develop social and emotional skills, learn how to play well with others, develop empathy and gross and fine motor skills. Our toddlers and mixed aged group children are provided with age-appropriate educational activities to help with their developmental and socializing skills. Wee Care is also a valuable resource for the early detection of children with special needs or potential abuse concerns. In addition, Wee Care participates in Child Find with Gunnison County.

The benefits that Wee Care offers Lake City are substantial. We are a key component of economic development in Lake City because without childcare, our work force stagnates and families are not attracted to relocating here. We support our current Lake City businesses and organizations by increasing the productivity of their staff, who can concentrate on their jobs while knowing that their children are receiving excellent care and education.

The majority of Wee Care funding is received through grants, fundraisers, and generous donations. Wee Care is seeking a donation from the Town of Lake City to help with general operating costs.

Thank you for this opportunity to request a donation and may you have success as you consider the many pressing needs of our community. Please feel free to contact us at [weecareboard@gmail.com](mailto:weecareboard@gmail.com) with any questions you may have.

Sincerely,

Wee Care Board of Directors





October 26, 2022

Town of Lake City, Board of Trustees  
PO Box 544  
Lake City, CO 81235

Dear Esteemed Trustees,

The Lake Fork Valley Conservancy requests your support to help us promote and develop the Lake Fork River Recreation Corridor through town. This area extends from Pumphouse Park to just north of the Ocean Wave Bridge, which is land owned by the LFVC. To date we have spent approximately \$750,000 improving the river hydrology and habitat, which includes the construction of the terraces at the confluence of the Henson and Lake Fork in Memorial Park. We have also installed ten educational plaques along the river trail system highlight interesting natural and cultural histories along the Lake Fork River. The river flood plain through our property situated north of the Ocean Wave Bridge was completely reconfigured and now offers excellent public open space for people to recreate. The Town of Lake City was a key partner throughout this project.

Proposed work in 2023 at our property includes installation of an information kiosk, benches, and picnic tables. We are also planning to install Phase II of the Interpretive River Trail, which includes 6-8 additional plaques on our property as well as along Town owned portions of the river and at Pete's Lake. Design and installation costs for each plaque (18" x 24") are approximately \$2,500. We are hoping that the Town can sponsor one of these plaques. With your support, we will place your logo on all new plaques as a partner in the project.

I have attached a map showing proposed locations for the plaques, including the existing sites. Those listed with an asterisk are the ones proposed for Phase II. The final locations and subjects are still being discussed. I have also included a couple of the completed plaques so you can see the design format.

Please let me know if you require any additional information. We appreciate your willingness to consider our request!

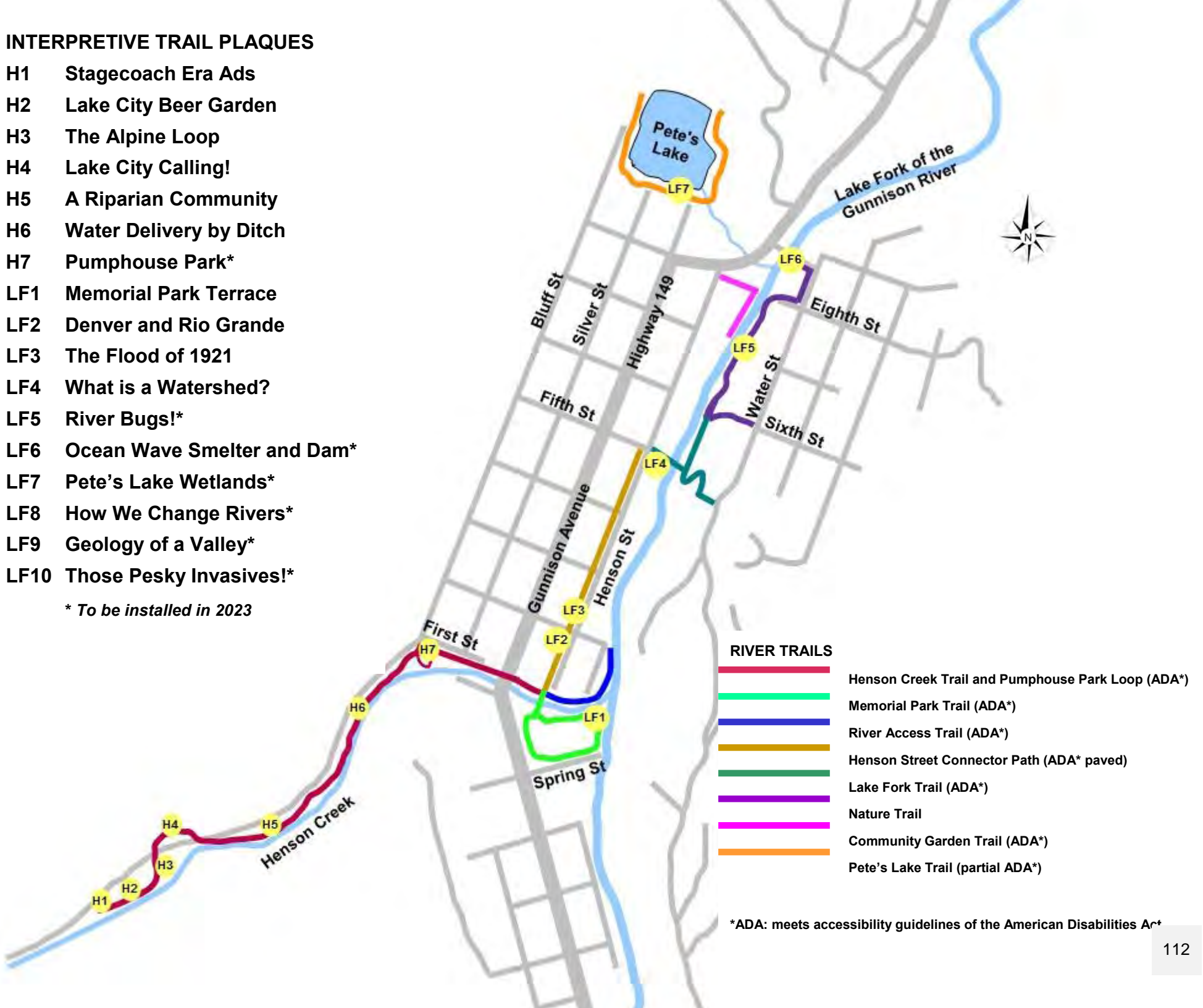
Sincerely,

Camille Richard, Executive Director

# INTERPRETIVE TRAIL PLAQUES

- H1 Stagecoach Era Ads
- H2 Lake City Beer Garden
- H3 The Alpine Loop
- H4 Lake City Calling!
- H5 A Riparian Community
- H6 Water Delivery by Ditch
- H7 Pumphouse Park\*
- LF1 Memorial Park Terrace
- LF2 Denver and Rio Grande
- LF3 The Flood of 1921
- LF4 What is a Watershed?
- LF5 River Bugs!\*
- LF6 Ocean Wave Smelter and Dam\*
- LF7 Pete's Lake Wetlands\*
- LF8 How We Change Rivers\*
- LF9 Geology of a Valley\*
- LF10 Those Pesky Invasives!\*

\* To be installed in 2023



\*ADA: meets accessibility guidelines of the American Disabilities Act

# LAKE CITY BEER GARDEN

## A Proper Pleasure Spot

CY BIEDERMAN AND FRED HILGENHAUS capitalized on this refined natural setting by building a beer garden here in June 1878. At the time, Lake City's mining and resupply industry supported a population of 3,000-5,000, who already caroused at two breweries and at "Hell's Acre" District with 20 saloons, dance halls, and brothels.

The beer garden distinguished itself with elegant grounds and good service that reportedly attracted "high-class clientele". Visitors enjoyed the garden until 1885, when the owners dissolved their partnership after a spring flood destroyed the garden.

## NATURE'S LIVING ROOM

Here, just a half-mile from town, the canyon widens, allowing stones carried by floodwaters to collect and form an open bank perfect for riverside recreation.

This natural living room has been popular for more than a century. Imagine your favorite riverside hangout.

HOW WILL IT BE USED IN 100 YEARS?



Photo by Barnhouse and Wheeler

*"Patriotism and beer flowed freely..."*

...at the garden's first 4th of July party in 1878. Holiday celebrations were part of a busy calendar of events at the beer garden, including Sunday concerts and dancing.

Lake City Silver World, 1878



Photo courtesy of Margaret Cummings Brown and Hinsdale County Museum

Not all public entertainment venues shared the Beer Garden's spotless reputation. The San Juan Central dance house was notorious for frequent fights and shootings, which earned it the reputation as "one of the vilest places in the San Juan".



# A RIPARIAN COMMUNITY

## What is a Riparian Area?

A riparian area is the transition from uplands, where there is rarely standing water, to streams, rivers, and lakes where free-flowing or standing water is common.

The Lake Fork of the Gunnison River and Henson Creek form two riparian areas in our watershed. Because most human activity takes place in the valley bottoms of those waterways, Lake City is a riparian community.



Image courtesy of USDA-NRCS PLANTS Database  
Blue Spruce  
*Picea pungens*



Image courtesy of USDA  
Narrowleaf Cottonwood  
*Populus Angustifolia*

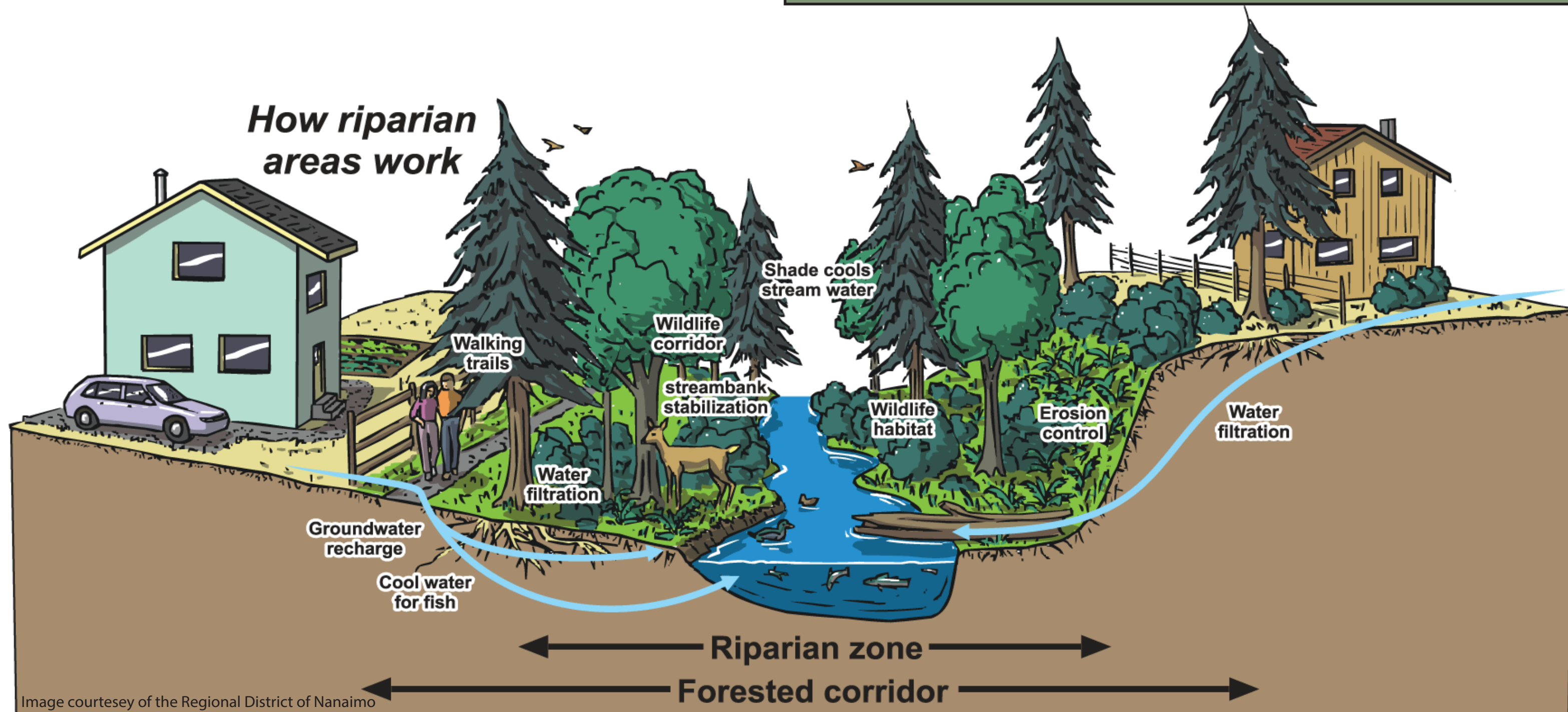


Image courtesy of USFS  
Thinleaf Alder  
*Alnus incana tenuifolia*

These plants comprise a globally rare riparian woodland community that thrives along Henson Creek and the lower Lake Fork. WHAT PLANTS AND ANIMALS ARE UNIQUE TO THE PLACE WHERE YOU GREW UP?

*“Riparian areas comprise less than one percent of the land area of most western States, yet up to 80 percent of all wildlife species in the region... are dependent upon riparian areas for at least part of their life cycles.”*

Robert H. Wayland III, EPA Congressional Testimony from June 26, 1997.



Riparian areas provide critical wildlife habitat and improve water quality. Riparian plants prevent erosion and filter out pollutants such as phosphorous and sediment, while the shade they create keeps water cool for ideal trout habitat.



Kelly Colgan Azar/Flickr Creative Commons

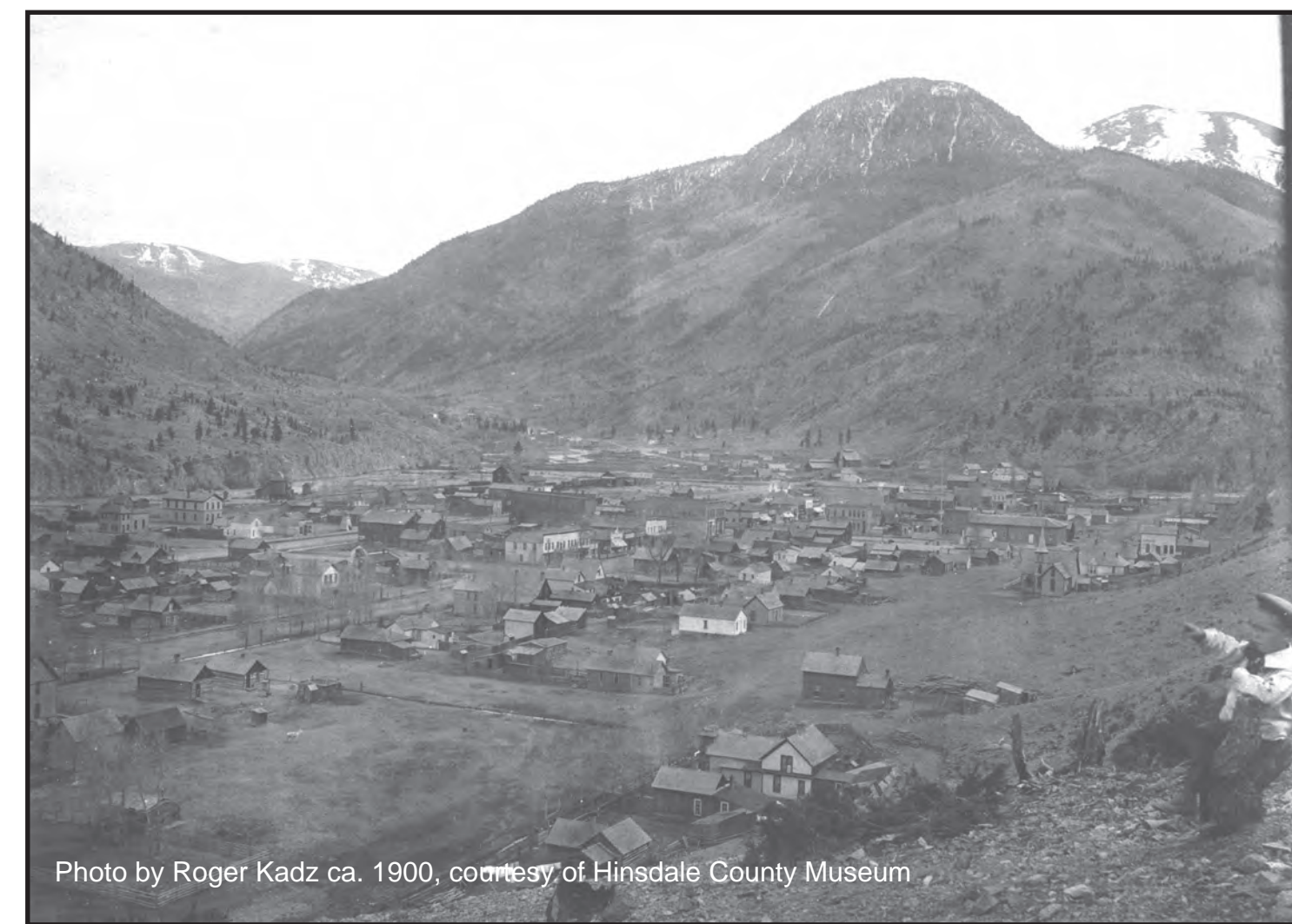
The federally endangered Southwestern Willow Flycatcher nests in thickets and brush often found in riparian areas. They are threatened by alteration and loss of habitat.



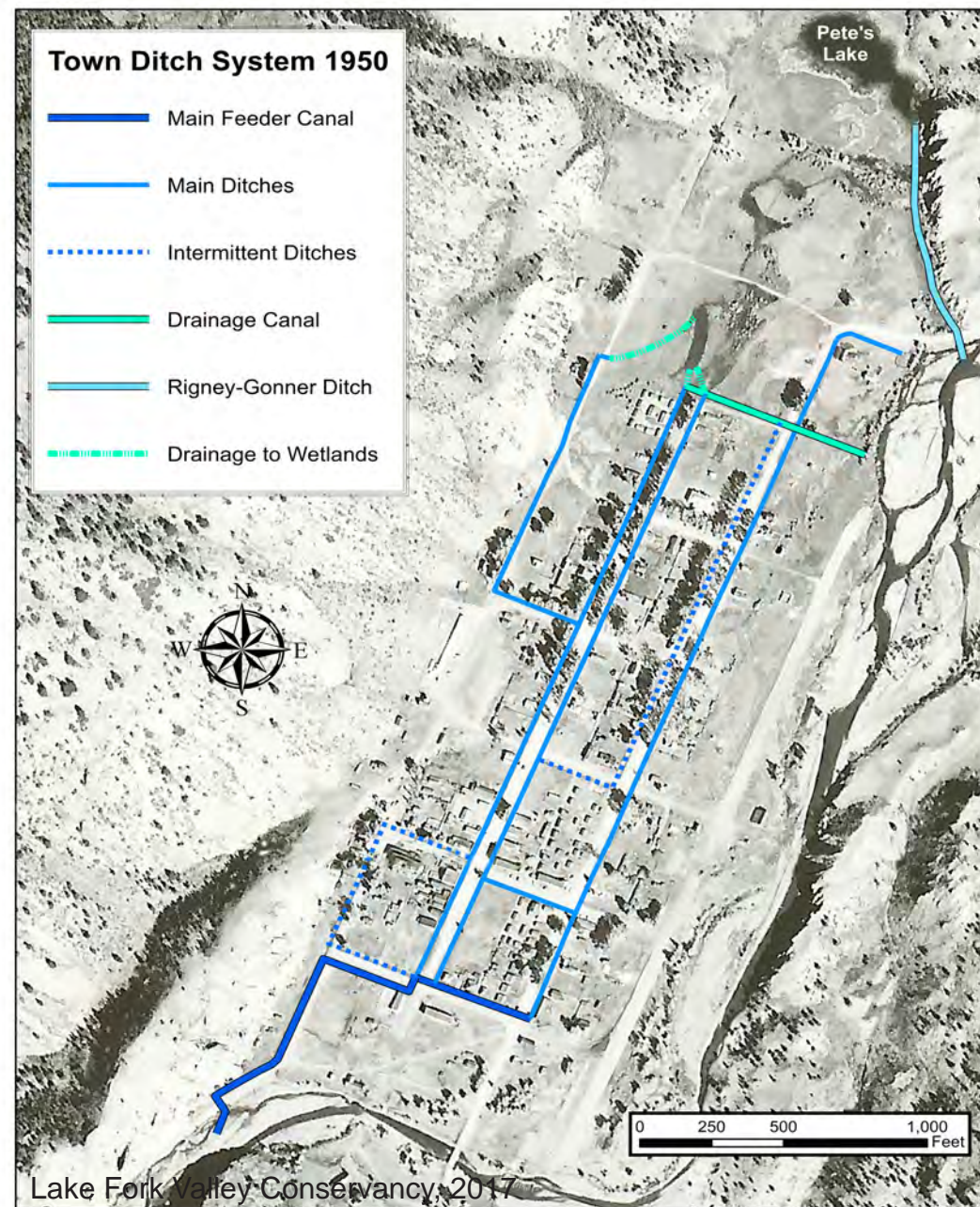
# WATER DELIVERY BY DITCH

FROM MAY TO OCTOBER, the head gate in front of you diverts water from Henson Creek to the Town of Lake City via a ditch first constructed in 1877, to augment existing wells in town. The ditch you see here was part of an elaborate network that once fed homes and businesses along town streets (visible in the photo below).

The ditches along Bluff Street, Silver Street, and Gunnison Avenue were decommissioned in the 1960s when the Town of Lake City switched their main water supply to wells, one of which is located downstream at the intersection of Bluff and 1st Streets.



The Town did not file for an absolute water right for the ditch until May 9, 1973, to divert 1,517 acre feet per year (5 cfs for 5 months). This water is decreed for irrigation, fire protection, commercial and domestic purposes.



## What is a Water Right? The Prior Appropriations Doctrine

Water in Colorado is governed by the Prior Appropriation Doctrine. This is a “first come, first serve” water rights system that determines who gets their allotted water first during shortage periods.

An appropriation happens when someone takes water from its source and puts it to a “beneficial use”, such as irrigating crops, mining, or washing dishes (consumptive use), or for environmental or recreational use (non-consumptive). One is able to file for a water right, which is registered as property in Colorado and can be sold separately from the land, provided that it is both physically and legally available.



In 2014, the ditch system was renovated as part of the Lake Fork Valley Conservancy and the Town of Lake City’s Henson Creek and Lake Fork River Enhancement Project. The partners repaired the head gate and restored flow through the ditch network to enable full use of the Town’s water rights.

## WHAT IS WATER WORTH?

Henrie & Bolthoff installed Lake City’s first waterworks system in 1890 at a cost of \$19,000. The Town Trustees then adopted their first system of flat rates. Single-family households with five rooms or less could purchase a year’s access to water for \$6.

WHAT DO YOU PAY FOR WATER TODAY?





October 26, 2022  
Town of Lake City  
Board of Trustees

**2023 Request for \$5000 for the Chamber of Commerce Independence Day Celebration  
Fireworks Display**

The Chamber of Commerce hosts a two-day Independence Day Celebration annually. This event takes place on July 3, offering a street dance, family fun in the park, the evening fireworks display, and the 4th featuring the parade and park events. The fireworks display is our highest-cost item at \$10,500 in 2022 and is funded by donations and contributions.

The Chamber of Commerce and Visitor Center respectfully requests \$5000 to support the annual fireworks display (or an alternative display if fireworks are not permitted).

Respectfully,  
Kate Hopson  
Chamber Director



## *Hinsdale County EMS Contribution Request to Town of Lake City*

### **PURPOSE**

Hinsdale County EMS (HCEMS) is requesting the Town of Lake City contribute \$15,000 annually starting in 2023 in order to assist in the sustainability of an emergency medicine program for the town and county.

### **BACKGROUND**

It is well documented that Rural and Frontier EMS Agencies across the country are in a state of crisis by facing greater demands, often with dwindling financial and human resources available to them.

HCEMS is a **volunteer** dependent agency that responds to 911 calls in the Town of Lake City and Hinsdale County, and also supports Hinsdale County Sheriff's Office, Search and Rescue, Lake City Fire Protection District and Lake City Area Medical Center. Call volume has risen sharply over the last 3 years. Since 2020, HCEMS has seen a steady growth in calls for service from just over 100 in 2020, to 132 in 2021. As of the end of August 2022, EMS calls for service is at 154, with 1/3 of the year remaining. This growth trend is likely to continue moving forward.

### **CHALLENGES**

HCEMS is currently facing a number of challenges in continuing to provide volunteer-based emergency medical services within Hinsdale County and the Town of Lake City. Those challenges include but are not limited to:

- A national decrease in volunteerism, especially in EMS as the required training and time commitment are substantial and the impact on normal life is significant. Locally this means a small group of people are under pressure to ensure 24/7/365 response readiness, resulting in burnout. Consequently, this leads to ineffectiveness and safety concerns due to inadequate back up resources.
- HCEMS struggles to recruit new members. Lack of access to initial training, along with an increase in time and monetary requirements of that initial training, has negatively impacted the recruitment of new volunteers.
- A national decision to eliminate Intermediate level training has caused a significant gap in Advance Life Support resources for rural agencies, including HCEMS.
- Loss of providers with higher level of training to larger metropolitan areas that can offer salary-based positions.
- EMS is NOT regulated as an essential service in the State of Colorado. This makes access to local, state and federal dollars more challenging.
- Inadequate reimbursement rates and inability to bill for services that do not end in transport by ambulance to the emergency department cause considerable financial burden on the county EMS agency.
- Rising costs associated with providing EMS care, including dispatch fees, supply costs, fuel expenses, etc.

**POSITION**

The current perception of all HCEMS leadership and Volunteer Staff is to maintain a 24/7/365 day a year service with one full time paid employee – the EMS Director – and a handful of volunteers. The reality of executing this very normal EMS standard with dwindling volunteerism and increasing tourism creates a problematic mismatch of what can be realistically achieved with extraordinarily limited resources. The current EMS Director shoulders a huge burden of achieving a minimum standard of public safety by always ensuring one ambulance crew is available for response. This is not sustainable with the growth in volume this county/EMS service is experiencing.

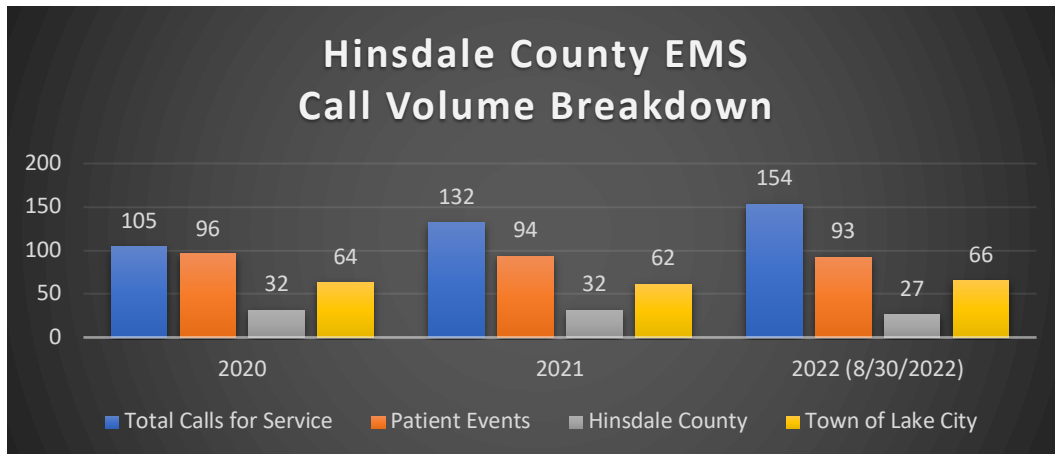
**MITIGATION**

Increase in funding is necessary to begin to manage the challenges facing HCEMS in order to work toward a more sustainable model for service.

- Part time EMS Coordinator to augment EMS education division capacity for both continuing and initial education to specifically address recruitment and retention of volunteers.
- Part time/seasonal Advanced Life Support (ALS) position to augment the EMS service manpower capacity, particularly during times of increased population and anticipated call volume.
- Add on call pay to volunteer stipend program. Adding a layer to the successful per call stipend program may help to incentivize covering call on weekends and/or holidays.

**PLANS TO INCREASE REVENUE STREAMS**

- Increase funding from Hinsdale County
- **Annual contribution from Town of Lake City – nearly 70% of EMS responses over the last three years have been within the boundaries of the Town of Lake City.**
- Increase ambulance billing rates to continue to be in line with regional billing practices
- Continued reliance on grant funding
- Reinvigorate fundraising opportunities



**PROPOSED CONTRIBUTION BREAKDOWN**

DESCRIPTION	TOTAL COST	TOWN OF LC CONTRIBUTION
50% Emergency Dispatch Fees	\$13,958.00 (with hardship waiver)	\$6,979.00
10% EMS Director Salary	\$57,325.00	\$5,732.00
10% Physician Advisory Fee	\$6,600.00	\$660.00
Volunteer Stipend Contribution	\$26,000.00	<u>\$1,629.00</u>
<b>TOTAL CONTRIBUTION REQUEST</b>		<b><u>\$15,000.00</u></b>



**RESOLUTION NO. 2022-0**

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF LAKE CITY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2023 AND ENDING ON THE LAST DAY OF DECEMBER 2023.

WHEREAS, the Board of Trustees of the Town of Lake City, Colorado has appointed Vance Lipsey to prepare and submit a proposed budget for said governing body at the proper time, and;

WHEREAS, Vance Lipsey submitted a proposed budget to the governing body on October 12, 2022 for its consideration, and;

WHEREAS, upon due and proper notice published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on December 7, 2022, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO:

Section 1. That estimated expenditures for each fund are as follows:

General Fund	\$ 1,011,734.50
Conservation Trust Fund	\$ 5,000.00
Water & Sewer Fund	\$ 4,286,313.50

Section 2. That estimated revenues for each fund are as follows:

General Fund	
From unappropriated surpluses	\$ 1,299,489.85
From sources other than general property tax	\$ 658,660.00
From the general property tax levy	\$ <u>63,073.00</u>
Total General Fund	\$ 2,021,222.85
Conservation Trust Fund	
From unappropriated surpluses	\$ 4842.86
From sources other than general property tax	\$ 4,020.00
From the general property tax levy	\$ <u>0.00</u>
Total Conservation Trust Fund	\$ 8,862.86

Water & Sewer Fund	
From unappropriated surpluses	\$ 1,538,742.75
From sources other than general property tax	4,310,500.00
From the general property tax levy	<u>0.00</u>
Total Water & Sewer Fund	\$ 5,849,242.75

Section 3. That the budget as submitted, amended, and hereinabove summarized by fund, hereby is approved and adopted as the budget of the Town of Lake City for the year stated above.

Section 4. That the budget hereby approved and adopted shall be signed by the Mayor and made a part of the public records of the Town of Lake City.

ADOPTED, this 14th day of December A.D., 2022.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

BUDGET MESSAGE

2023

The 2023 Budget for the Town of Lake City, Colorado, requires a mill levy of 4.265 as follows:

General Operating Expenses	4.265 mills
----------------------------	-------------

This mill levy generates a total of \$63,073 in tax revenues and reflects a decrease of 1.72 percent.

The Town of Lake City, Colorado, uses the modified accrual basis of accounting.

The General Fund provides monies for: capital improvements planning, workforce/affordable housing planning, matching funds for a grant to provide high-speed broadband services, a donation to the Chamber of Commerce for fireworks, a donation to Hinsdale County to help cover costs of an organic materials processing effort, a donation to Lake City DIRT, improved street signage, contract payments to Hinsdale County for law enforcement and building inspection.

The Conservation Trust Fund provides monies for the sealant for the multi-use, concrete, recreational court behind the Armory building.

The Water and Sewer Fund provides monies for: a water fill station, the inspection and repair of the interior of the water tanks, machinery, and needed improvements at the wastewater treatment plant.

Approved by \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

**TOWN OF LAKE CITY  
2023 BUDGET**

GENERAL FUND		2021	2022	2022	2023
		Actual	Budgeted	Estimated	Proposed
<b>BEGINNING BALANCE</b>		<b>\$916,582.00</b>	<b>\$1,393,396.46</b>	<b>\$1,393,396.46</b>	<b>\$1,299,992.85</b>
<b>REVENUES</b>					
<b>Taxes</b>					
100-311-000-000	PROPERTY TAX	\$61,082.43	\$64,176.00	\$65,276.29	\$63,073.00
100-312-000-000	SPECIFIC OWNERSHIP TAX	\$5,503.74	\$5,000.00	\$4,971.07	\$5,000.00
100-313-100-000	SALES TAX	\$675,529.88	\$500,000.00	\$612,160.04	\$500,000.00
100-314-100-000	MOTOR VEHICLE SALES TAX	\$4,808.82	\$3,000.00	\$3,245.36	\$3,000.00
100-314-200-000	CIGARETTE TAX	\$1,465.10	\$900.00	\$1,333.22	\$900.00
100-314-300-000	BUILDING USE TAX	\$15,537.94	\$30,000.00	\$47,922.18	\$30,000.00
100-316-100-000	FRANCHISE TAX	\$13,531.14	\$10,000.00	\$13,000.00	\$10,000.00
100-319-000-000	PENALTIES AND INTEREST	\$298.97	\$500.00	\$243.29	\$200.00
<b>Total Taxes</b>		<b>\$777,758.02</b>	<b>\$613,576.00</b>	<b>\$748,151.45</b>	<b>\$612,173.00</b>
<b>Permits and Fees</b>					
100-321-100-000	LIQUOR LICENSE FEE	\$1,864.50	\$2,000.00	\$5,282.50	\$2,000.00
100-322-100-000	BUILDING PERMITS	\$11,702.21	\$11,000.00	\$20,651.58	\$10,000.00
100-322-110-000	SIGN PERMITS	\$252.00	\$100.00	\$161.00	\$100.00
100-322-200-000	LODGING PERMIT	\$1,780.00	\$1,900.00	\$13,025.00	\$8,000.00
100-322-700-000	DOG LICENSES	\$0.00	\$0.00	\$0.00	\$0.00
100-322-400-000	BUSINESS LICENSE	\$985.00	\$1,000.00	\$1,875.00	\$1,000.00
100-322-800-000	SPECIAL USE PERMITS	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Permits and Fees</b>		<b>\$16,583.71</b>	<b>\$16,000.00</b>	<b>\$40,995.08</b>	<b>\$21,100.00</b>
<b>Intergovernmental Revenue</b>					
100-334-000-000	GRANT MONIES	\$146,950.00	\$1,051,020.00	\$1,051,020.00	\$25,000.00
100-334-100-0000	MINERAL LEASE/SEVERANCE TAX	\$1,492.88	\$1,500.00	\$55,107.66	\$1,500.00
100-334-300-000	COVID RELIEF FUND	\$49,515.90	\$35,041.29	\$49,515.90	\$0.00
100-335-100-000	MOTOR VEHICLE SPECIAL ASSESSMENT	\$3,190.00	\$1,500.00	\$4,228.50	\$1,500.00
100-335-200-000	HIGHWAY USERS TAX	\$32,487.05	\$25,000.00	\$30,187.00	\$25,000.00
100-337-130-000	HINSDALE COUNTY R&B TAX	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Intergovernmental Revenue</b>		<b>\$233,635.83</b>	<b>\$1,114,061.29</b>	<b>\$1,190,059.06</b>	<b>\$53,000.00</b>
<b>Recreation Program Revenue</b>					
100-347-800-000	RECREATION PROGRAM FEES	\$4,324.00	\$2,000.00	\$11,065.00	\$6,000.00
100-347-810-000	SKI HILL FEES	\$12,610.00	\$9,000.00	\$16,282.00	\$9,000.00
100-347-811-000	SKI HILL DONATIONS	\$2,675.50	\$1,000.00	\$3,274.50	\$1,000.00
100-347-812-000	RECREATION PROGRAM DONATIONS	\$370.00	\$0.00	\$1,000.00	\$0.00
100-347-813-000	PARKS DONATION	\$0.00	\$0.00	\$0.00	\$0.00
100-347-814-000	ARMORY DONATION	\$0.00	\$0.00	\$0.00	\$0.00
100-347-820-000	ICE WALL EVENTS	\$0.00	\$2,000.00	\$1,903.00	\$1,500.00
100-347-825-000	ICE WALL DONATIONS	\$6,216.00	\$1,000.00	\$13,541.50	\$1,000.00
<b>Total Recreation Program Revenue</b>		<b>\$26,195.50</b>	<b>\$15,000.00</b>	<b>\$47,066.00</b>	<b>\$18,500.00</b>
<b>Court Revenue</b>					
100-351-000-000	COURT FINES	\$9,330.00	\$1,500.00	\$9,542.00	\$5,000.00
100-351-100-000	COURT COSTS	\$222.00	\$0.00	\$25.00	\$0.00
<b>Total Court Revenue</b>		<b>\$9,552.00</b>	<b>\$1,500.00</b>	<b>\$9,567.00</b>	<b>\$5,000.00</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

<b>Other Revenue</b>					
100-341-300-000	ZONING AND SUBDIVISION FEES	\$200.00	\$0.00	\$50.00	\$0.00
100-341-800-000	SALES OF COPIES	\$9.25	\$0.00	\$1.80	\$0.00
100-361-100-000	EARNINGS ON DEPOSITS	\$2,130.29	\$2,000.00	\$4,980.75	\$2,000.00
100-362-200-000	RENTS FROM BUILDINGS	\$6,555.50	\$3,000.00	\$7,878.66	\$4,000.00
100-364-000-000	REFUNDS	\$3,096.23	\$0.00	\$310.29	\$0.00
100-365-000-000	EMPLOYEE HOUSING RENT	\$0.00	\$0.00	\$750.00	\$4,500.00
100-366-100-000	HISTORIC PRESERVATION/COA	\$675.00	\$500.00	\$650.00	\$500.00
100-367-200-000	DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00
100-369-000-000	MISC. REVENUES	\$24,080.97	\$1,000.00	\$1,996.50	\$1,000.00
100-370-000-000	TRANSFER FROM WS FOR ADMIN COSTS	\$40,000.00	\$15,445.00	\$0.00	\$0.00
	<b>Total Other Revenue</b>	<b>\$76,747.24</b>	<b>\$21,945.00</b>	<b>\$16,618.00</b>	<b>\$12,000.00</b>
	<b>TOTAL REVENUES</b>	<b>\$1,140,472.30</b>	<b>\$1,782,082.29</b>	<b>\$2,052,456.59</b>	<b>\$721,773.00</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

EXPENDITURES		2021	2022	2022	2023	
		Actual	Proposed	Estimated	Proposed	
<b>Board of Trustees</b>						
100-411-100-111	SALARIES BOT	\$6,400.00	\$8,000.00	\$5,450.00	\$8,000.00	
100-411-100-144	FICA-MEDICARE-BOT	\$92.86	\$130.50	\$68.93	\$130.50	
100-411-100-145	PERA - BOT	\$910.56	\$1,250.00	\$725.06	\$1,200.00	
100-411-100-330	PUBLICATIONS, DUES & SUBS - BOT	\$3,849.57	\$500.00	\$50.00	\$4,500.00	
100-411-100-347	COMPUTER HARDWARE/SOFTWARE	\$3,077.98	\$4,000.00	\$5,487.59	\$10,000.00	
100-411-100-350	PROFESSIONAL SERVICES - BOT	\$27,687.50	\$82,125.00	\$37,425.00	\$60,000.00	
100-411-100-370	TRAVEL- BOT	\$1,866.13	\$1,500.00	\$3,243.10	\$6,000.00	
100-411-100-397	CONTRACT PAYMENTS- BOT	\$0.00	\$0.00	\$19,898.83	\$0.00	
100-411-100-400	DONATIONS	\$5,000.00	\$105,500.00	\$43,297.50	\$96,702.00	\$32500 donations + \$64,202 broadband match= \$96,702.00, increase by \$202; incudes EMS donation
100-411-100-495	MISC.EXPENSES - BOT	\$1,617.15	\$300.00	\$121.08	\$1,000.00	decreased \$15,000 - \$14,000 = \$1,000
	<b>Total Board of Trustees</b>	<b>\$50,501.75</b>	<b>\$203,305.50</b>	<b>\$115,767.09</b>	<b>\$187,532.50</b>	
<b>Administration</b>						
100-411-400-111	SALARIES - TOWN ADMIN	\$35,979.65	\$59,510.00	\$35,727.77	\$70,000.00	
100-411-400-142	WORKMEN'S COMP	\$5,714.70	\$10,000.00	\$4,821.50	\$10,000.00	
100-411-400-143	HEALTH INSURANCE	\$7,879.93	\$7,500.00	\$19,987.20	\$20,688.00	
100-411-400-144	FICA - TOWN ADMIN	\$497.33	\$870.00	\$504.16	\$1,020.00	increased \$1,000 + \$20 = \$1020 adjusted for new salaries
100-411-400-145	PERA - TOWN ADMIN	\$10,745.81	\$11,345.00	\$10,361.42	\$10,500.00	
100-411-400-210	OFFICE SUPPLIES	\$1,887.48	\$1,000.00	\$656.83	\$2,000.00	
100-411-400-220	OPERATING SUPPLIES - TOWN ADMIN	\$1,958.49	\$1,300.00	\$1,310.02	\$1,500.00	decreased \$2000-\$500=\$1500
100-411-400-230	R&M SUPPLIES - TOWN HALL	\$107.37	\$200.00	\$8.38	\$200.00	
100-411-400-231	R&M SUPPLIES - EMPLOYEE HOUSE	\$0.00	\$0.00	\$0.00	\$5,000.00	
100-411-400-311	POSTAGE	\$388.00	\$700.00	\$312.27	\$700.00	
100-411-400-320	PRINTING AND COPYING	\$2,666.58	\$3,000.00	\$2,612.61	\$3,000.00	
100-411-400-330	DUES, SUBS, MEMBERSHIPS	\$10,363.23	\$1,500.00	\$19,393.11	\$25,000.00	
100-411-400-331	LEGAL NOTICES - TOWN HALL	\$6,575.72	\$3,000.00	\$3,930.00	\$4,000.00	decreased \$5500-\$1500=\$4000
100-411-400-345	TELEPHONE - TOWN HALL	\$4,400.69	\$5,000.00	\$2,257.90	\$5,000.00	
100-411-400-346	EMPLOYEE CELLPHONE	\$3,193.63	\$4,000.00	\$2,684.51	\$4,000.00	
100-411-400-347	COMPUTER/SOFTWARE	\$3,357.53	\$16,000.00	\$9,976.70	\$5,000.00	
100-411-400-350	PROFESSIONAL SERVICES - TOWN HALL	\$11,443.81	\$2,000.00	\$7,683.93	\$10,000.00	decreased \$60000-\$50000 = \$10,000 (\$60,000 in professional services BOT for capital imp planning)
100-411-400-352	LEGAL SERVICES	\$11,643.40	\$15,000.00	\$14,378.50	\$15,000.00	
100-411-400-354	AUDITING	\$0.00	\$8,000.00	\$16,175.00	\$7,500.00	
100-411-400-360	R&M SERVICES - TOWN HALL	\$0.00	\$500.00	\$0.00	\$500.00	
100-411-400-361	R&M SERVICES- EMPLOYEE HOUSE	\$0.00	\$0.00	\$0.00	\$2,500.00	
100-411-400-370	TRAVEL, TRAINING	\$706.00	\$2,000.00	\$5,710.09	\$10,000.00	decreased \$15,000-\$5000=\$10,000
100-411-400-495	MISC EXPENSES	\$1,883.05	\$2,000.00	\$2,148.10	\$2,000.00	
100-411-400-510	INSURANCE	\$10,563.23	\$22,000.00	\$13,574.95	\$15,000.00	
100-411-400-520	INSURANCE DEDUCTIBLE	\$0.00	\$0.00	\$0.00	\$0.00	
100-411-400-947	OFFICE EQUIPMENT	\$0.00	\$0.00	\$24.99	\$0.00	decreased from \$2000
	<b>Total Administration</b>	<b>\$131,955.63</b>	<b>\$176,425.00</b>	<b>\$174,239.94</b>	<b>\$230,108.00</b>	
<b>Municipal Court</b>						
100-412-100-111	SALARIES - MC	\$3,150.00	\$6,000.00	\$7,200.00	\$7,200.00	
100-412-100-144	FICA - MC	\$43.50	\$87.00	\$87.00	\$105.00	increased from \$87 to \$105 recalculated
100-412-100-145	PERA - MC	\$426.85	\$510.00	\$954.18	\$1,000.00	
100-412-100-330	PUBLICATIONS,DUES,SUBS - MC	\$0.00	\$20.00	\$0.00	\$100.00	
100-412-100-370	TRAVEL - MC	\$0.00	\$750.00	\$315.00	\$750.00	
100-412-100-495	MISC EXPENSE - MC	\$955.00	\$1,000.00	\$0.00	\$1,000.00	
	<b>Total Municipal Court</b>	<b>\$4,575.35</b>	<b>\$8,367.00</b>	<b>\$8,556.18</b>	<b>\$10,155.00</b>	

**TOWN OF LAKE CITY  
2023 BUDGET**

	<b>Elections</b>					
100-414-000-111	ADMIN CONTRACT-ELECT	\$0.00	\$5,000.00	\$5,540.00	\$0.00	
100-414-000-220	OPERATING SUPP-ELECT	\$0.00	\$2,500.00	\$1,881.10	\$0.00	
100-414-000-352	LEGAL FEES-ELECT	\$0.00	\$500.00	\$0.00	\$0.00	
	<b>Total Elections</b>	<b>\$0.00</b>	<b>\$8,000.00</b>	<b>\$7,421.10</b>	<b>\$0.00</b>	
	<b>Community Facilities and Parks</b>					
100-419-400-220	OPERATING SUPPLIES	\$12,200.77	\$13,000.00	\$8,897.20	\$10,500.00	Decreased \$125000-\$2000=\$10500
100-419-400-223	JANITORIAL SUPPLIES	\$1,882.73	\$2,300.00	\$2,451.73	\$2,200.00	
100-419-400-230	R&M SUPPLIES	\$1,170.17	\$2,500.00	\$910.07	\$1,500.00	
100-419-400-341	ELECTRICITY	\$7,829.44	\$6,200.00	\$10,091.25	\$9,300.00	
100-419-400-344	PROPANE	\$6,495.47	\$15,000.00	\$20,161.10	\$21,750.00	
100-419-400-350	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$2,500.00	Kate Hospon Marketing and Social Media Management
100-419-400-356	ICE WALL	\$16,173.72	\$6,500.00	\$24,845.83	\$4,200.00	decreased \$6200-\$2000=\$4200
100-419-400-357	R&M SERVICES-TREES	\$0.00	\$0.00	\$0.00	\$12,000.00	
100-419-400-360	R&M SERVICES	\$17,396.57	\$22,000.00	\$21,537.90	\$12,500.00	
100-419-400-361	TRASH COLLECTION	\$8,242.55	\$9,000.00	\$7,424.25	\$8,500.00	
100-419-400-397	EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	
100-419-400-495	MISC	\$3,242.69	\$0.00	\$0.00	\$0.00	decreased \$25000
	<b>Total Community Facilities and Parks</b>	<b>\$74,634.11</b>	<b>\$76,500.00</b>	<b>\$96,319.33</b>	<b>\$84,950.00</b>	
	<b>Streets and Alleys</b>					
100-431-400-230	R&M SUPPLIES	\$3,061.60	\$5,000.00	\$2,435.51	\$3,000.00	decreased \$10000 -\$7000 = \$3000
100-431-400-231	STREET SURFACE - DUST CONTROL	\$11,745.00	\$12,000.00	\$15,204.70	\$15,000.00	
100-431-400-350	PROFESSIONAL SERVICES	\$30.36	\$0.00	\$1,010.00	\$0.00	
100-431-400-360	R&M SERVICES	\$14,775.00	\$3,000.00	\$0.00	\$3,000.00	decreased \$10000 -\$7000 = \$3000
100-431-400-365	STREET LIGHTS	\$0.00	\$0.00	\$178.04	\$10,400.00	
100-431-400-370	STREET SIGNS	\$10,272.34	\$15,000.00	\$165.62	\$15,000.00	
100-431-400-452	GRAVEL	\$0.00	\$3,000.00	\$1,460.00	\$5,000.00	decreased \$6000 -\$1000 = \$5000
100-431-400-453	MISCELLANEOUS - Maintenance of Condition	\$0.00	\$8,000.00	\$12,030.00	\$13,000.00	
100-431-500-230	R&M SUPPLIES - SNOW REMOVAL	\$0.00	\$5,000.00	\$1,058.25	\$5,000.00	
100-431-500-360	R&M SERVICES - SNOW REMOVAL	\$15,375.00	\$25,000.00	\$11,323.79	\$20,000.00	
100-431-800-111	SALARIES S&A	\$27,353.43	\$31,000.00	\$27,583.03	\$25,000.00	
100-431-800-143	HEALTH INSURANCE S&A	\$4,626.14	\$5,608.80	\$1,050.84	\$6,000.00	
100-431-800-144	FICA/MEDICARE S&A	\$375.28	\$450.00	\$375.65	\$400.00	decreased \$550 - \$150 = \$400 recalculated
100-431-800-145	PERA S&A	\$3,510.42	\$4,410.00	\$3,990.82	\$5,000.00	
100-431-800-146	TREASURER'S FEE-S&A ADMIN	\$1,227.66	\$1,300.00	\$1,344.49	\$1,300.00	
100-431-800-340	ELECTRIC-5TH ST PED BRIDGE	\$393.54	\$500.00	\$396.77	\$500.00	
100-431-800-350	PROFESSIONAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	
100-431-800-495	DRAINAGE R&M SERVICES-S&A	\$2,360.00	\$5,000.00	\$0.00	\$5,000.00	decreased from \$15000-\$10000 = \$5000
	<b>Total Streets and Alleys</b>	<b>\$95,105.77</b>	<b>\$124,268.80</b>	<b>\$79,607.51</b>	<b>\$132,600.00</b>	
	<b>Round Top Mountain Communications Site</b>					
100-432-000-350	ROUND TOP PROFESSIONAL SERVICES	\$0.00	\$0.00	\$210.40	\$0.00	
100-436-000-360	ROUND TOP REPAIR AND MAINTENANCE	\$177.82	\$1,500.00	\$2,901.87	\$2,400.00	
	<b>Total Round Top Mountain Communications Site</b>	<b>\$177.82</b>	<b>\$1,500.00</b>	<b>\$2,901.87</b>	<b>\$2,400.00</b>	
	<b>Recreation Program</b>					
100-451-100-111	SALARIES	\$69,319.23	\$80,560.00	\$65,400.98	\$102,000.00	\$105,000 - \$3,000 = \$102,000 if danny only works 32 hrs a week all year
100-451-100-112	PT Parks and Rec	\$0.00	\$9,900.00	\$9,990.00	\$6,400.00	
100-451-100-113	PT ICE WALL	\$0.00	\$0.00	\$0.00	\$3,500.00	
100-451-100-142	WORKERS COMPENSATION	\$0.00	\$0.00	\$0.00	\$0.00	

**TOWN OF LAKE CITY  
2023 BUDGET**

100-451-100-143	HEALTH INSURANCE	\$14,461.01	\$18,696.00	\$9,993.60	\$20,688.00	This is good based on new insurance rate for 2 full time employees
100-451-100-144	FICA	\$950.53	\$1,250.00	\$1,016.66	\$1,480.00	Increase \$1414 to \$1480 recalculated
100-451-100-145	PERA	\$8,990.06	\$12,900.00	\$10,407.55	\$15,050.00	\$15,500 - \$450 = \$15,050.00 adjusted for danny working 32 hours
100-451-100-224	RECREATION SUPPLIES	\$11,899.59	\$10,000.00	\$9,778.54	\$10,000.00	
100-451-100-346	EMPLOYEE CELLPHONE	\$0.00	\$0.00	\$0.00	\$0.00	
100-451-100-360	R & M SERVICES	\$376.49	\$15,000.00	\$930.71	\$0.00	decreased from \$500
100-451-100-370	TRAVEL, TRAINING AND MEETINGS	\$1,825.36	\$1,500.00	\$1,876.71	\$2,000.00	
100-451-100-495	REFUNDS	\$0.00	\$0.00	\$0.00	\$0.00	
100-451-100-496	MISCELLANEOUS	\$485.25	\$0.00	\$25.25	\$0.00	
	<b>Total Recreation Program</b>	<b>\$108,307.52</b>	<b>\$149,806.00</b>	<b>\$109,420.00</b>	<b>\$161,118.00</b>	
	<b>Ski Hill Program</b>					
100-451-200-111	SALARIES	\$9,209.00	\$9,500.00	\$8,720.75	\$11,140.00	
100-451-200-144	FICA-MEDICARE	\$132.97	\$140.00	\$101.59	\$165.00	increases from \$162 to \$165 recalculated
100-451-200-145	PERA	\$1,304.77	\$1,500.00	\$1,059.71	\$1,641.00	
100-451-200-220	OPERATING SUPPLIES	\$5,460.55	\$6,000.00	\$1,757.09	\$6,000.00	
100-451-200-230	R&M SUPPLIES	\$1,367.14	\$2,500.00	\$2,969.03	\$2,500.00	
100-451-200-330	PUBLICITY, SUBSCRIPTIONS & DUES	\$69.90	\$600.00	\$687.89	\$700.00	
100-451-200-341	ELECTRICITY	\$1,757.68	\$2,500.00	\$945.27	\$2,000.00	
100-451-200-345	TELEPHONE	\$349.25	\$400.00	\$689.39	\$700.00	
100-451-200-350	PROF. SERVICES	\$129.48	\$400.00	\$0.00	\$400.00	Decreased from \$3000-\$2600 = \$400 , Kate hopson services is in prof services comm facility and parks already
100-451-200-358	INSPECTIONS	\$1,523.25	\$1,500.00	\$1,500.00	\$1,600.00	
100-451-200-360	R&M SERVICES	\$1,779.78	\$1,000.00	\$0.00	\$1,000.00	
100-451-200-370	TRAVEL AND MEETINGS	\$178.98	\$600.00	\$57.17	\$600.00	
100-451-200-495	MISCELLANEOUS	\$21.74	\$0.00	\$0.00	\$0.00	
100-451-200-593	PERMITS	\$810.00	\$1,000.00	\$549.00	\$1,000.00	
	<b>Total Ski Hill Program</b>	<b>\$24,094.49</b>	<b>\$27,640.00</b>	<b>\$19,036.89</b>	<b>\$29,446.00</b>	
100-452-000-370	Generator Installation - P&L	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Marketing</b>					
100-455-100-330	Hinsdale County Marketing	\$500.00	\$1,000.00	\$1,000.00	\$2,500.00	Increased from 0 + \$2500 per request from Hinsdale county for marketing
100-455-100-340	DIRT/Main Street	\$2,500.00	\$5,000.00	\$5,000.00	\$5,000.00	
	<b>Total Marketing</b>	<b>\$3,000.00</b>	<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$7,500.00</b>	
	<b>Historic Preservation</b>					
100-460-100-370	TRAVEL, TRAINING AND MEETINGS	\$0.00	\$1,500.00	\$20.58	\$1,500.00	
100-460-100-397	COMMISSION EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	
100-460-100-495	MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	
	<b>Total Historic Preservation</b>	<b>\$0.00</b>	<b>\$1,500.00</b>	<b>\$20.58</b>	<b>\$1,500.00</b>	
	<b>Contract Payments</b>					
100-480-310-397	Hinsdale County Sheriff	\$76,153.00	\$85,592.00	\$85,592.00	\$92,570.00	2021 Contract \$82,592 X 3% contractual increase = \$2,477.76 + \$82,592 = 2022 Contract of \$85,069.76 + \$7500 (dispatch fee = vehicle fund)= \$92,569.76; increased from \$92,439.26 + \$130.50 = \$92,569.76 rounded up is \$92,570.00
100-480-330-397	Building Inspector	\$21,218.00	\$21,218.00	\$21,218.00	\$21,855.00	
	<b>Total Contract Payments</b>	<b>\$97,371.00</b>	<b>\$106,810.00</b>	<b>\$106,810.00</b>	<b>\$114,425.00</b>	
	<b>Capital Improvements</b>					
100-485-000-100	ARMORY CAPITAL IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$25,000.00	
100-485-000-810	STREETS & ALLEYS CAP. IMPROVEMENTS	\$73,934.40	\$1,240,000.00	\$1,240,000.00	\$15,000.00	



**TOWN OF LAKE CITY  
2023 BUDGET**

<b>100-485-000-850</b>	PARKS AND RECREATION CAP. IMPROVEMENTS	\$0.00	\$0.00	\$0.00	\$10,000.00
<b>100-485-000-901</b>	EMPLOYEE HOUSING	\$0.00	\$0.00	\$179,759.71	\$0.00
	<b>Total Capital Improvements</b>	<b>\$73,934.40</b>	<b>\$1,240,000.00</b>	<b>\$1,419,759.71</b>	<b>\$50,000.00</b>
	<b>TOTAL EXPENSES</b>	<b>\$663,657.84</b>	<b>\$2,130,122.30</b>	<b>\$2,145,860.20</b>	<b>\$1,011,734.50</b>
	<b>ENDING BALANCE</b>	<b>\$1,393,396.46</b>	<b>\$1,045,356.45</b>	<b>\$1,299,992.85</b>	<b>\$1,010,031.35</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

<b>CONSERVATION TRUST FUND</b>		<b>2021</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>
		<b>Actual</b>	<b>Proposed</b>	<b>Estimated</b>	<b>Proposed</b>
	<b>BEGINNING BALANCE</b>	<b>\$23,293.00</b>	<b>\$28,079.58</b>	<b>\$28,079.58</b>	<b>\$4,842.86</b>
	<b>Revenue</b>				
<b>300-334-000-000</b>	CTF Remittance	\$4,761.03	\$4,000.00	\$4,000.00	\$4,000.00
<b>300-361-100-000</b>	Earnings on Deposits	\$25.55	\$20.00	\$63.28	\$20.00
	<b>Total Revenue</b>	<b>\$4,786.58</b>	<b>\$4,020.00</b>	<b>\$4,063.28</b>	<b>\$4,020.00</b>
<b>300-452-000-365</b>	Capital Improvement Project - Multi-Purpose Court	\$0.00	\$30,000.00	\$27,300.00	\$5,000.00
	<b>Total Expenses</b>	<b>\$0.00</b>	<b>\$30,000.00</b>	<b>\$27,300.00</b>	<b>\$5,000.00</b>
	<b>ENDING BALANCE</b>	<b>\$28,079.58</b>	<b>\$2,099.58</b>	<b>\$4,842.86</b>	<b>\$3,862.86</b>
	<b>WATER AND SEWER FUND</b>	<b>2021</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>

**TOWN OF LAKE CITY  
2023 BUDGET**

		ACTUAL	PROPOSED	YTD ACTUAL	PROPOSED	
	<b>BEGINNING BALANCE</b>	<b>\$1,554,905.86</b>	<b>\$1,607,707.00</b>	<b>\$1,607,707.00</b>	<b>\$1,538,742.75</b>	
	<b>WATER &amp; SEWER REVENUE</b>					
	<b>Intergovernmental Revenue</b>					
600-334-000-000	GRANTS	\$33,811.86	\$260,000.00	\$0.00	\$750,000.00	
	<b>Total Intergovernmental Revenue</b>	<b>\$33,811.86</b>	<b>\$260,000.00</b>	<b>\$0.00</b>	<b>\$750,000.00</b>	
	<b>Water &amp; Sewer Revenue</b>					
600-341-800-000	CHARGES FOR SERVICES	\$0.00	\$0.00	\$446.31	\$0.00	
600-344-100-000	WATER SALES	\$331,704.02	\$350,000.00	\$353,939.39	\$350,000.00	Increased due to sales
600-344-200-000	SEWER REVENUES	\$261,393.30	\$260,000.00	\$286,054.27	\$280,000.00	Increased due to Sale revenues
600-344-300-000	WATER TAP CONNECTION CHARGES	\$14,000.00	\$5,000.00	\$39,000.00	\$6,000.00	increased from \$1400
600-344-400-000	SEWER TAP CONNECTION CHARGES	\$16,750.00	\$5,000.00	\$31,703.38	\$7,000.00	decrease from \$16000
600-344-500-000	WATER METERS	\$5,162.09	\$1,500.00	\$17,466.29	\$4,000.00	Increased due to meters
600-344-600-000	INSPECTION FEES	\$0.00	\$0.00	\$150.00	\$0.00	Increased due to fees
	<b>Total Water &amp; Sewer Revenue</b>	<b>\$629,009.41</b>	<b>\$621,500.00</b>	<b>\$728,759.64</b>	<b>\$647,000.00</b>	
	<b>Other Water and Sewer Revenue</b>					
600-361-000-000	EARNINGS ON DEPOSITS	\$99.82	\$500.00	\$2,871.89	\$500.00	
600-361-100-000	EARNINGS ON ACCTS RECEIVABLE	(\$87.72)	\$2,000.00	\$2,351.13	\$2,000.00	
600-364-000-000	REFUNDS	\$268.59	\$0.00	\$1,726.43	\$0.00	
600-369-000-000	MISCELLANEOUS REVENUES	\$1,255.31	\$0.00	\$1,826.43	\$1,000.00	Increased from 0 + \$1,000 = \$1,000
	<b>Total Other Water and Sewer Revenue</b>	<b>\$1,536.00</b>	<b>\$2,500.00</b>	<b>\$8,775.88</b>	<b>\$3,500.00</b>	
	<b>TOTAL REVENUES</b>	<b>\$664,357.27</b>	<b>\$884,000.00</b>	<b>\$737,535.52</b>	<b>\$1,400,500.00</b>	
600-202-100-100	CWRPDA REVOLVING LOAN FUND	\$0.00	\$850,000.00	\$0.00	\$2,950,000.00	
	<b>TOTAL REVENUES &amp; LOAN</b>	<b>\$664,357.27</b>	<b>\$1,734,000.00</b>	<b>\$737,535.52</b>	<b>\$4,350,500.00</b>	
	<b>EXPENDITURES</b>					
	<b>Water Supply Program</b>					
600-433-410-221	CHEMICALS - WATER WELLS	\$14,774.00	\$14,000.00	\$19,693.04	\$20,000.00	increased to 20000
600-433-410-229	OPERATING SUPPLIES-WATER WELLS	\$1,747.99	\$1,500.00	\$317.00	\$2,000.00	
600-433-410-230	R & M SUPPLIES - WATER WELLS	\$0.00	\$1,000.00	\$526.78	\$1,000.00	
600-433-410-312	FREIGHT - WATER WELLS	\$2,559.83	\$3,000.00	\$192.15	\$3,000.00	
600-433-410-341	ELECTRIC/PROPANE POWER	\$35,668.98	\$36,500.00	\$30,941.69	\$36,500.00	
600-433-410-345	TELEMETRY-WATER WELL	\$2,840.07	\$2,850.00	\$1,772.78	\$2,850.00	
600-433-410-350	PROF & ENG SVS - WATER WELLS	\$0.00	\$250.00	\$0.00	\$250.00	
600-433-410-358	TESTS - WATER WELLS	\$5,416.55	\$6,000.00	\$5,985.78	\$6,000.00	
600-433-410-360	R & M SERVICES - WATER WELLS	\$0.00	\$1,500.00	\$0.00	\$1,500.00	
600-433-410-593	PERMITS - WATER WELLS	\$220.00	\$2,500.00	\$220.00	\$2,500.00	
600-433-410-600	LAKE SAN CRISTOBAL	\$14,271.50	\$14,271.50	\$14,271.50	\$14,271.50	
	<b>Total Water Supply Program</b>	<b>\$77,498.92</b>	<b>\$83,371.50</b>	<b>\$73,920.72</b>	<b>\$89,871.50</b>	
	<b>Water Distribution Program</b>					
600-433-440-100	EIAF LOAN PAYMENT - Not Applicable	\$0.00	\$0.00	\$0.00	\$0.00	
600-433-440-229	OPERATING SUPPLIES- WATER DIST	\$3,330.22	\$2,000.00	\$218.94	\$3,500.00	
600-433-440-230	R & M SUPPLIES - WATER DIST.	\$5,304.46	\$3,000.00	\$5,864.89	\$6,000.00	

**TOWN OF LAKE CITY  
2023 BUDGET**

600-433-440-350	PROFESSIONAL SVS - WATER DIST.	\$19.80	\$5,000.00	\$836.30	\$5,000.00	
600-433-440-360	R & M SERVICES - WATER DIST.	\$2,923.13	\$21,000.00	\$14,861.81	\$21,000.00	
600-433-440-495	MISCELLANEOUS EXPENSES	\$3,808.56	\$0.00	\$0.00	\$0.00	
	<b>Total Water Distribution</b>	<b>\$15,386.17</b>	<b>\$31,000.00</b>	<b>\$21,781.94</b>	<b>\$35,500.00</b>	
	<b>Wastewater Collection System</b>					
600-433-510-230	R & M SUPPLIES - SEWER COLL	\$0.00	\$3,000.00	\$873.87	\$3,000.00	
600-433-510-355	ENGINEERING SVS - SEWER COLL	\$0.00	\$0.00	\$0.00	\$0.00	
600-433-510-360	R & M SERVICES - SEWER COLL	\$16,503.54	\$15,000.00	\$19,008.01	\$17,500.00	
	<b>Total Sewer Collection</b>	<b>\$16,503.54</b>	<b>\$18,000.00</b>	<b>\$19,881.88</b>	<b>\$20,500.00</b>	
	<b>Wastewater Treatment Plant Program</b>					
600-433-530-221	CHEMICALS - WWTP	\$6,462.51	\$6,750.00	\$9,872.76	\$8,000.00	Increased \$7000 + \$1000 = \$8,000
600-433-530-229	OPERATING SUPPLIES - WWTP	\$4,216.43	\$3,500.00	\$3,319.02	\$4,500.00	
600-433-530-230	R & M SUPPLIES - WWTP	\$893.05	\$1,000.00	\$559.41	\$1,000.00	
600-433-530-312	FREIGHT - WWTP	\$533.27	\$1,000.00	\$2,303.01	\$2,000.00	
600-433-530-341	ELECTRIC POWER - WWTP	\$32,575.35	\$32,500.00	\$32,559.04	\$33,000.00	
600-433-530-344	PROPANE - WWTP	\$3,327.18	\$4,000.00	\$9,005.86	\$10,000.00	increased \$4000 + \$6000 = \$10,000
600-433-530-350	PROFESSIONAL SVS - WWTP	\$6,213.84	\$5,000.00	\$1,411.70	\$6,500.00	
600-433-530-358	TESTS - WWTP	\$5,978.67	\$7,000.00	\$6,772.43	\$7,000.00	
600-433-530-359	DUMP CHARGES - WWTP	\$2,673.97	\$2,000.00	\$3,990.28	\$3,000.00	
600-433-530-360	R & M SERVICES - WWTP	\$84,994.10	\$0.00	\$211.00	\$0.00	
600-433-530-593	PERMITS - WWTP	\$1,593.00	\$1,600.00	\$1,732.39	\$1,600.00	
	<b>Total WWTP</b>	<b>\$149,461.37</b>	<b>\$64,350.00</b>	<b>\$71,736.90</b>	<b>\$76,600.00</b>	
		<b>2021</b>	<b>2022</b>	<b>2022</b>	<b>2023</b>	

**TOWN OF LAKE CITY  
2023 BUDGET**

		ACTUAL	PROPOSED	Estimated	PROPOSED
	<b>Water and Sewer Personnel</b>				
600-433-600-111	SALARIES	\$170,239.66	\$188,200.00	\$171,701.00	\$205,000.00
600-433-600-142	WORKMENS COMP	\$9,795.30	\$10,000.00	\$5,756.50	\$15,000.00
600-433-600-143	HEALTH INSURANCE	\$37,952.92	\$32,000.00	\$29,980.90	\$31,032.00
600-433-600-144	FICA--MEDICARE	\$2,437.64	\$2,750.00	\$2,365.71	\$3,025.00
600-433-600-145	PERA	\$17,120.02	\$26,800.00	\$25,379.70	\$30,250.00
600-433-600-229	OPERATING SUPPLIES	\$1,008.42	\$1,000.00	\$7,563.66	\$15,000.00
600-433-600-230	CLOTHING	\$2,342.83	\$1,000.00	\$1,294.63	\$3,000.00
600-433-600-231	FUEL	\$4,845.13	\$5,000.00	\$7,285.08	\$6,500.00
600-433-600-232	COMPUTER HARDWARE/SOFTWARE W&S ADMIN	\$0.00	\$0.00	\$0.00	\$4,000.00
600-433-600-320	PRINTING	\$0.00	\$0.00	\$1,215.96	\$2,500.00
600-433-600-331	LEGAL NOTICES	\$0.00	\$0.00	\$3,066.20	\$5,000.00
600-433-600-335	DUES, SUBSCRIPTIONS	\$350.00	\$600.00	\$2,897.04	\$3,000.00
600-433-600-345	TELEPHONE/EMPLOYEE CELLPHONE	\$495.10	\$1,200.00	\$1,395.21	\$1,200.00
600-433-600-346	INTERNET- W&S ADMIN	\$0.00	\$0.00	\$2,117.58	\$2,000.00
600-433-600-350	PROFESSIONAL SERVICES W&S ADMIN	\$0.00	\$0.00	\$240.00	\$7,350.00
600-433-600-351	AUDITING W&S ADMIN	\$0.00	\$0.00	\$16,175.00	\$7,500.00
600-433-600-352	LEGAL SERVICES	\$203.50	\$10,000.00	\$367.50	\$1,000.00
600-433-600-360	R&M SERVICES	\$1,027.08	\$0.00	\$11.86	\$17,000.00
600-433-600-361	MV R&M SERVICES	\$2,596.03	\$10,000.00	\$6,443.15	\$15,000.00
600-433-600-362	R&M SERVICES- EMPLOYEE HOUSE	\$0.00	\$0.00	\$0.00	\$2,500.00
600-433-600-363	R&M SUPPLIES-EMPLOYEE HOUSE	\$0.00	\$0.00	\$0.00	\$5,000.00
600-433-600-364	SEWER JETTING MACHINE	\$0.00	\$0.00	\$0.00	\$40,000.00
600-433-600-365	HEAVY MACHINERY & EQUIPMENT	\$0.00	\$0.00	\$0.00	\$65,000.00
600-433-600-366	LAB EQUIPMENT	\$0.00	\$0.00	\$0.00	\$6,500.00
600-433-600-370	TRAVEL & MEETINGS- W & S ADMIN	\$2,393.06	\$3,500.00	\$211.25	\$12,000.00
600-433-600-495	MISCELLANEOUS EXPENSES	\$3,782.88	\$2,500.00	\$2,499.14	\$5,000.00
600-433-600-510	INSURANCE	\$10,563.24	\$11,000.00	\$8,226.71	\$11,500.00
600-433-600-751	ADMIN EXPENSES FROM GEN FUN	\$0.00	\$0.00	\$0.00	\$0.00
600-433-600-753	ADMIN OPERATING COSTS TO GEN FUND	\$40,000.00	\$15,445.00	\$0.00	\$0.00
	<b>Total Water and Sewer Personnel</b>	<b>\$ 307,152.81</b>	<b>\$ 320,995.00</b>	<b>\$296,193.78</b>	<b>\$ 521,857.00</b>
600-470-200-620	<b>DEBT INTEREST</b>	<b>\$8,349.31</b>	<b>\$ 6,985.00</b>	<b>\$6,984.64</b>	<b>\$ 6,985.00</b>
	<b>W&amp;S CIP</b>				
600-700-000-120	SEWER PLANT UPGRADES	\$0.00	\$1,250,000.00	\$0.00	\$3,500,000.00
600-700-000-130	WWTP-Modifications	\$0.00	\$0.00	\$32,403.00	\$0.00
600-700-000-140	NEW VEHICLE	\$0.00	\$0.00	\$47,261.20	\$5,000.00
600-700-000-150	HEAVY EQUIPMENT	\$0.00	\$0.00	\$0.00	\$10,000.00
600-700-000-160	WATER STATION	\$0.00	\$30,000.00	\$18,007.00	\$0.00
600-700-000-200	SEWERLINE REPLACEMENT	\$0.00	\$0.00	\$0.00	\$5,000.00
600-700-000-400	WATERLINE/WELL REPLACEMENT	\$0.00	\$0.00	\$0.00	\$15,000.00
	<b>Total W&amp;S CIP</b>	<b>\$0.00</b>	<b>\$1,280,000.00</b>	<b>\$97,671.20</b>	<b>\$3,535,000.00</b>
	<b>TOTAL WATER &amp; SEWER EXPENDITURES</b>	<b>\$574,352.12</b>	<b>\$1,804,701.50</b>	<b>\$588,171.06</b>	<b>\$4,286,313.50</b>
600-160-100-000	EMPLOYEE HOUSING	\$0.00	\$0.00	\$179,759.71	\$0.00
600-202-100-100	State Revolving Loan Fund Payments	\$37,204.01	\$38,569.00	\$38,569.00	\$38,569.00
	<b>ENDING BALANCE</b>	<b>\$1,607,707.00</b>	<b>\$1,498,436.50</b>	<b>\$1,538,742.75</b>	<b>\$1,564,360.25</b>

Increased by \$25 recalculated  
Increased by \$50 recalculated

Increased \$500 + \$2500 = \$3000

Moved \$10,000 into new line item Heavy Equipment; \$15,000 - \$10,000 = \$5,000

2023 Budget

GF

Operating Revenues \$721,773  
Operating Expenses \$840,032.50  
Operating Deficit of -\$118,238.50

One time expenses: \$50,000 Capital Improvement plan  
\$32,500 Donations including EMS  
\$64,202 broadband match  
\$25,000 Armory Capital improvement (Workforce housing)  
Total \$171,702

Total Expenses \$1,011,734.50  
Less one time expenses \$171,702  
Operating Expenses \$840,032.50 <--- This includes \$25,000 that will be moved into  
a capital improvements fund for Streets and Alleys \$15,000 and Parks and Rec \$10,000

Beginning Balance \$1,299,992.85  
Total Revenues \$721,773  
Total Expenses - \$1,011,734.50 (This was \$1,142,494.76)  
Ending Balance \$1,010,031.35

W&S Fund

Operating Revenues \$850,500.00  
Operating Expenses \$729,882.50  
Operating Surplus of: \$120,617.50

One time expenses: \$40,000 Sewer Jetting  
\$65,00 Heavy Machinery  
Total \$95,000

Total Expenses \$4,324,882.50  
Less one time expenses \$3,595,000  
Operating Expenses \$729,882.50 <--- This includes CIP

Beginning Balance \$1,538,742.75  
Total Revenues \$4,350,500  
Total Expenses - \$4,324,882.50  
Ending Balance \$1,564,360.25

**Resolution 2022-**

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES. IN THE AMOUNTS AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF LAKE CITY, COLORADO, FOR THE 2023 BUDGET YEAR.

WHEREAS, the Board of Trustees has adopted the annual budget in accordance with the Local Government Budget Law on December 14<sup>th</sup>, 2022, and;

WHEREAS, the Board of Trustees has made provision therein for revenues in an amount equal or greater than the total proposed expenditures as set forth in said budget, and;

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below so as to not to impair operations of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO:

Section 1. That the following sums are hereby appropriated from the revenue of each fund, to each fund, for purposes stated:

General Fund

Current Operating Expenses \$ 1,011,734.50

Total General Fund \$ 1,011,734.50

Conservation Trust Fund

Current Operating Expenses \$ 5,000.00

Total Conservation Trust Fund \$ 5,000.00

Water and Sewer Fund

Current Operating Expenses \$ 4,286,313.50

Total Water and Sewer Fund \$ 4,286,313.50

Adopted, the 14<sup>th</sup> day of December, 2022

\_\_\_\_\_  
**Mayor**

Attest:

\_\_\_\_\_  
**Town Clerk**

**RESOLUTION NO. 2022-**

A RESOLUTION LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2022, TO HELP DEFRAY THE COSTS OF GOVERNMENT FOR THE TOWN OF LAKE CITY, COLORADO, FOR THE 2023 BUDGET YEAR.

WHEREAS, the Board of Trustees of the Town of Lake City has adopted the annual budget in accordance with Local Government Budget Law, and;

WHEREAS, the amount of money necessary to balance the budget for all general operating expenses is \$63,073.00, and;

WHEREAS, the 2021 valuation for assessment for the Town of Lake City as certified by the Hinsdale County Assessor is \$14,788,590.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO:

Section 1. That for the purpose of meeting all general operating expenses of the Town of Lake City during the 2023 budget year, there is hereby levied a tax of 4.265 mills upon each dollar of the total valuation of assessment of all taxable property within the Town for the year 2022.

Section 2. That the Town Clerk is hereby authorized and directed to immediately certify to the County Commissioners of Hinsdale County, Colorado, the mill levies for the Town of Lake City as hereinabove determined and set.

ADOPTED, this 14th day of December A.D., 2022.

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Mayor

ATTEST:

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Town Clerk



**TOWN OF LAKE CITY, COLORADO**

**RESOLUTION NO. 2022-XXX**

**A RESOLUTION CREATING A GOVERNMENTAL FUND FOR CAPITAL IMPROVMENTS FOR THE TOWN OF LAKE CITY AND FOR THE MANAGEMENT AND MAINTENANCE OF THE CAPITAL IMPROVEMENTS FUND**

**WHEREAS**, the Board of Trustees of the Town of Lake City, Colorado (the “Board”), pursuant to Colorado statute, is vested with the authority of administering the affairs of the Town of Lake City, Colorado (the “Town”); and

**WHEREAS**, the Board of Trustees finds it necessary and in the best interest of the citizens of the Town of Lake City to secure, invest, and maintain funds for capital improvements needs of the Town of Lake City; and

**WHEREAS**, the Board of Trustee finds it is necessary to create a separate fund to manage the monies for capital improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY, COLORADO AS FOLLOWS:**

1. A new fund is hereby created to be known as the Capital Improvements Fund.
2. All monies or funds appropriated or otherwise received by the Town for capital improvements will be kept in a separate money market account at the [REDACTED] Bank, **LOCATION** until expended on capital improvement projects approved by the Board of Trustees.
3. All interest earned on the Capital Improvements Fund account shall be kept in and become a part of the Capital Improvements Fund.
4. The Board designates, authorizes, and directs the Mayor or his designee to execute all documents and take all steps necessary to accomplish the creation of the Capital Improvements Fund.
5. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Resolution. The Board of Trustees hereby declares that it would have passed this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

6. Repeal. Existing resolutions or parts of resolutions covering the same matters embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY ON THIS 7<sup>th</sup> DAY OF DECEMBER, 2022.**

ATTEST:

TOWN OF LAKE CITY, COLORADO

\_\_\_\_\_  
Alexander Mulhall, Town Clerk

BY: \_\_\_\_\_  
Dave Roberts, Mayor

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_ day of November, 2022, by and between the **TOWN OF LAKE CITY, COLORADO** (hereinafter the "Town"), whose address is 230 N. Bluff Street, Lake City, Colorado 81235, and **Vance Lipsey**, (hereinafter "Lipsey"), whose mailing address is 825 N. Gunnison Avenue, Unit 3, Lake City, Colorado 81235 (collectively "the Parties").

### **RECITALS**

**WHEREAS**, on December 15, 2021, Lipsey and the Town entered into an employment agreement (the "Agreement") for Lipsey to be employed as the Town Manager; and

**WHEREAS**, the Agreement is attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, Section 11(C)(2) of the Agreement provided the Town would provide Lipsey additional compensation in the form of a down payment assistance loan (the "Loan") in the amount of fifteen thousand (\$15,000.00) dollars; and

**WHEREAS**, pursuant to the Agreement, the Loan was expressly subject to repayment if Lipsey's employment with the Town was terminated by either Party prior to April 1, 2025; and

**WHEREAS**, Lipsey submitted, and the Town accepted, a letter of resignation to be effective December 24, 2022, in advance of the Loan forgiveness date of April 1, 2025; and

**WHEREAS**, the Town is willing to release and forgive repayment in the amount of ten thousand dollars (\$10,000.00) of the fifteen thousand dollar (\$15,000.00) Loan and require repayment of only the remaining five thousand dollars (\$5,000.00) subject to the terms of this agreement.

**NOW THEREFORE, IN MUTUAL CONSIDERATION OF THE RIGHTS AND OBLIGATIONS PROVIDED FOR HEREIN, WHICH THE PARTIES ACKNOWLEDGE IS GOOD AND VALUABLE CONSIDERATION:**

1. Vance Lipsey shall pay to the Town of Lake City, at 230 N. Bluff Street, Lake City, Colorado 81235, a total of five thousand dollars (\$5,000.00) in monthly payments of not less than \$138.89, (the "Monthly Payment") commencing April 30, 2023 until paid in full on or before April 30, 2026, the Final Payment Date.

2. The Monthly Payment shall be received by the Town no later than the 30<sup>th</sup> of each month, except the payment in February which shall be received on or before the 28<sup>th</sup> of the month. Any monthly payment that is not received by the Town on or before the Monthly Payment due date shall be subject to an additional late payment charge of \$50.00.
3. There shall be no penalty for prepayment of any amount of the Loan.
4. The willingness of the Town to forgive \$10,000 of the \$15,000 owed by Lipsey is expressly conditioned upon and subject to Lipsey's payment of the full \$5,000 and any late payment charges in full, with all such payments to be received by the Town on or before the Final Payment Date. If Lipsey fails to make all such payments in full on or before the Final Payment, then the \$10,000 the Town is otherwise willing to forgive shall be immediately due and payable in full.
5. This Agreement shall not be assigned by either party without the written consent of the other party.
6. This Agreement contains all agreements, understandings, and arrangements between the parties, and no other such agreements, understandings, and arrangements exist.
7. The parties recognize and acknowledge that the Town is a Colorado municipality and is entitled to the protections of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, ("the Act"). By entering into this Agreement the Town does not waive, and does not intend to waive any of the protections to which it is entitled under the Act.
8. Each Party has been given the opportunity to, and has consulted their attorney, to the extent they desire to do so.
9. This Agreement may be amended only by the mutual written agreement of the parties.
10. In the event of litigation over this agreement and the payment obligations provided for herein, such litigation shall be governed by Colorado law, shall take place in the District Court in and for Hinsdale County, and the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs.

**IN WITNESS THEREOF**, this Agreement is executed by the Town, acting by and through the undersigned, and by Vance Lipsey, each of whom represents that he or she is properly authorized to bind the parties hereto.

**ATTEST:**

**TOWN OF LAKE CITY, COLORADO**

\_\_\_\_\_  
Alexander Mulhall  
Town Clerk

\_\_\_\_\_  
Dave Roberts  
Mayor

**VANCE LIPSEY:**

\_\_\_\_\_  
Vance Lipsey

DRAFT

230 N. Bluff Street  
PO Box 544 Lake City, CO 81235  
970-944-2333  
www.townoflakecity.co

# TOWN OF LAKE CITY

## New Liquor Application Checklist

Applicant Wrangler Hospitality, LLC Phone [REDACTED]

Dbas The Wrangler Contact Loren Hill

Type of License Transfer 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)

Yes Does applicant hold any other liquor licenses? (See code for limitations)

No 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

\$ 750 Town Application Fee (Non-Refundable) CK# 5001

\$ 75 Town License Fee CK# 75.00

\$ Town Manager Registration

\$ 1150 State Application Fee CK# 5002

\$ 500 State License Fee CK# 5004 5010

\$ State Manager Registration

yes Individual History Record Form DR8404-1, Principal and Manager

yes CBI Report Received

11/16/22 Date application deemed complete and accepted by Town Clerk. Put on next meeting agenda to set the public hearing.

N/A Public Hearing Date

(No less than 30 days after application acceptance date.)

N/A Date premises posted to notify the public of the hearing date.

(At least 10 days prior to hearing.)

N/A 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 results at least 5 days prior to hearing.

### Decision of Liquor Licensing Authority

       Approved

       Denied

       Date notified applicant by certified mail of LLA decision. (Within 30 days 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

\$ Temp. liquor pen  
\$100 CK# 5005

## 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](http://SBG.Colorado.gov/Liquor) for more information**

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

# 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](http://SBG.Colorado.gov/Liquor)

1. Applicant is applying as a/an   
 Individual   
 Limited Liability Company   
 Association or Other  
 Corporation   
 Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation    **WRANGLER HOSPITALITY, LLC**    FEIN Number **[REDACTED]**

2a. Trade Name of Establishment (DBA)    State Sales Tax Number    Business Telephone  
**THE WRANGLER**    **95453671**    **(307) 690-6002**

3. Address of Premises (specify exact location of premises, include suite/unit numbers)  
**300 W. THIRD STREET**

City <b>LAKE CITY</b>	County <b>HINSDALE</b>	State <b>CO</b>	ZIP Code <b>81235</b>
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4. Mailing Address (Number and Street) <b>P.O. BOX 1449</b>	City or Town <b>WILSON</b>	State <b>WY</b>	ZIP Code <b>83014</b>
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5. Email Address  
**LORENHILL.THEWRANGLER@GMAIL.COM**

6. If the premises currently has a liquor or beer license, you must answer the following questions

Present Trade Name of Establishment (DBA) <b>RESTLESS SPIRITS SALOON</b>	Present State License Number <b>42-83502-0000</b>	Present Class of License <b>TAVERN (CITY)</b>	Present Expiration Date <b>7/7/23</b>
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<b>Section A    Nonrefundable Application Fees*</b>	<b>Section B (Cont.)    Liquor License Fees*</b>
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<input type="checkbox"/> Application Fee for New License .....\$1,100.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review .....\$1,200.00 <input checked="" type="checkbox"/> Application Fee for Transfer .....\$1,100.00 <b>Section B    Liquor License Fees*</b> <input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____ <input type="checkbox"/> Add Sidewalk Service Area.....\$75.00 <input type="checkbox"/> Arts License (City) .....\$308.75 <input type="checkbox"/> Arts License (County) .....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City) .....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County) .....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County) .....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County) .....\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City) .....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) .....\$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) .....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City) .....\$227.50	<input type="checkbox"/> Liquor-Licensed Drugstore (County) .....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City) .....\$500.00 <input type="checkbox"/> Lodging & Entertainment - L&E (County) .....\$500.00 <input type="checkbox"/> Manager Registration - H & R .....\$75.00 <input type="checkbox"/> Manager Registration - Tavern .....\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment .....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex .....\$75.00 <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County) .....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City) .....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County) .....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County) .....\$312.50 <input checked="" type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City) .....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00
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**\* Note that the Division will not accept cash**

**Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**


**Do not write in this space - For Department of Revenue use only**

<b>Liability Information</b>			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$



<b>Name</b> WRANGLER HOSPITALITY, LLC	<b>Type of License</b> TAVERN (CITY)	<b>Account Number</b>																		
<p>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? <span style="float:right">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p> <p>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</p> <p style="margin-left: 20px;">a. Been denied an alcohol beverage license? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">b. Had an alcohol beverage license suspended or revoked? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p> <p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="text-align: right; margin-right: 100px;">or Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/> Other: _____</p> <p>11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (&gt;) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p>12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (&lt;) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p>13 a. For additional Retail Liquor Store only Was your Retail Liquor Store License issued on or before January 1, 2016? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p>13 b. Are you a Colorado resident? <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p>14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <span style="float:right"><input checked="" type="checkbox"/> <input type="checkbox"/></span></p> <p>15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <span style="float:right"><input checked="" type="checkbox"/> <input type="checkbox"/></span></p> <p style="margin-left: 20px;"><input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p style="margin-left: 20px;">a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:</p> <table border="1" style="width:100%; border-collapse: collapse; margin-left: 20px;"> <tr> <td style="width:40%;">Landlord BUCKING HORSE PROPERTIES, LLC</td> <td style="width:40%;">Tenant WRANGLER HOSPITALITY, LLC</td> <td style="width:20%;">Expires 10/31/24</td> </tr> </table> <p style="margin-left: 20px;">b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <span style="float:right"><input type="checkbox"/> <input checked="" type="checkbox"/></span></p> <p style="margin-left: 20px;">c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".</p> <p>16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Last Name</td> <td style="width:20%;">First Name</td> <td style="width:15%;">Date of Birth</td> <td style="width:20%;">FEIN or SSN</td> <td style="width:15%;">Interest/Percentage</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <p>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</p> <p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p style="text-align: center;">Number of additional Optional Premise areas requested. (See license fee chart) <input type="text"/></p> <p>18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p> <p>19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:</p> <p style="margin-left: 20px;">a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? <span style="float:right"><input type="checkbox"/> <input type="checkbox"/></span></p> <p style="margin-left: 20px;">If "yes" a copy of license must be attached.</p>			Landlord BUCKING HORSE PROPERTIES, LLC	Tenant WRANGLER HOSPITALITY, LLC	Expires 10/31/24	Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage										
Landlord BUCKING HORSE PROPERTIES, LLC	Tenant WRANGLER HOSPITALITY, LLC	Expires 10/31/24																		
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage																

<b>Name</b> WRANGLER HOSPITALITY LLC	<b>Type of License</b> TAVERN (CITY)	<b>Account Number</b>		
<b>20. Club Liquor License applicants answer the following: Attach a copy of applicable documentation</b>				
a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?	Yes	No		
b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?	<input type="checkbox"/>	<input type="checkbox"/>		
c. How long has the club been incorporated?	<input type="checkbox"/>	<input type="checkbox"/>		
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?	<input type="checkbox"/>	<input type="checkbox"/>		
<b>21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:</b>				
a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)	<input type="checkbox"/>	<input type="checkbox"/>		
<b>22. Campus Liquor Complex applicants answer the following:</b>				
a. Is the applicant an institution of higher education?	<input type="checkbox"/>	<input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services? If "yes" please provide a copy of the contract with the institution of higher education to provide food services.	<input type="checkbox"/>	<input type="checkbox"/>		
<b>23. For all on-premises applicants.</b>				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record - DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit a Manager Permit Application - DR 8000 and fingerprints.				
<b>Last Name of Manager</b> HILL	<b>First Name of Manager</b> LOREN			
<b>24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.</b>				
	Yes	No		
	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
<b>25. Related Facility - Campus Liquor Complex applicants answer the following:</b>				
a. Is the related facility located within the boundaries of the Campus Liquor Complex? If yes, please provide a map of the geographical location within the Campus Liquor Complex. If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
<b>Last Name of Manager</b>	<b>First Name of Manager</b>			
<b>26. Tax Information.</b>				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?	Yes	No		
	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.</b>				
<b>Name</b> LOREN HILL	<b>Home Address, City &amp; State</b> PO BOX 1449 WILSON WY 80314	<b>DOB</b> 11/26/60	<b>Position</b> Managing Member	<b>%Owned</b> 100%
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
<b>Name</b>	<b>Home Address, City &amp; State</b>	<b>DOB</b>	<b>Position</b>	<b>%Owned</b>
** If applicant is owned 100% by a parent company, please list the designated principal officer on above. ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable) ** If total ownership percentage disclosed here does not total 100%, applicant must check this box: <input checked="" type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name <b>WRANGLER HOSPITALITY, LLC</b>	Type of License <b>TAVERN (CITY)</b>	Account Number
<b>Oath Of Applicant</b>		
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license		
Authorized Signature 	Printed Name and Title <b>Loren Hill member</b>	Date <b>10/5/22</b>
<b>Report and Approval of Local Licensing Authority (City/County)</b>		
Date application filed with local authority <b>Nov. 4 2022</b>	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application) <b>12/7/22</b>	
The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:		
<input checked="" type="checkbox"/> Fingerprinted <input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants		
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license		
(Check One)		
<input type="checkbox"/> Date of inspection or anticipated date _____ <input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority		
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000?	<input type="checkbox"/>	<input type="checkbox"/>
<b>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</b>		
<input type="checkbox"/> Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?	<input type="checkbox"/>	<input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.		
Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
Signature	Print	Title
Signature	Print	Title
		Date
		Date

## Temporary Liquor Permit Application

The following must accompany this Temporary Permit Application:

- \$100 Application Fee  
 Transfer of Ownership Application

Name of Applicant (exactly as it appears on Transfer of Ownership application):

WRANGLER HOSPITALITY, LLC

---

Trade Name of Establishment (dba): \_\_\_\_\_ THE  
WRANGLER \_\_\_\_\_

Address of Premises (exactly as it appears on Transfer of Ownership application):

300 W. THIRD STREET LAKE CITY, CO 81235

---

Business Phone: \_\_\_\_\_ (307) 690-6002

 \_\_\_\_\_

Authorized Signature

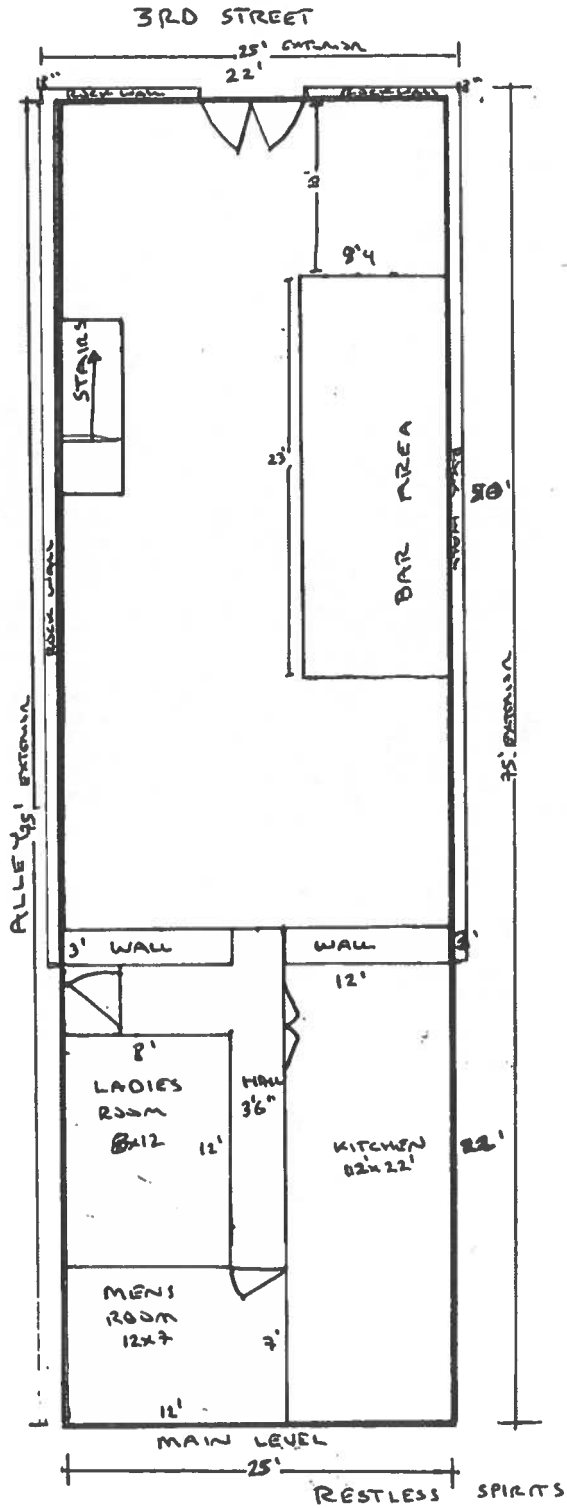
10/5/22

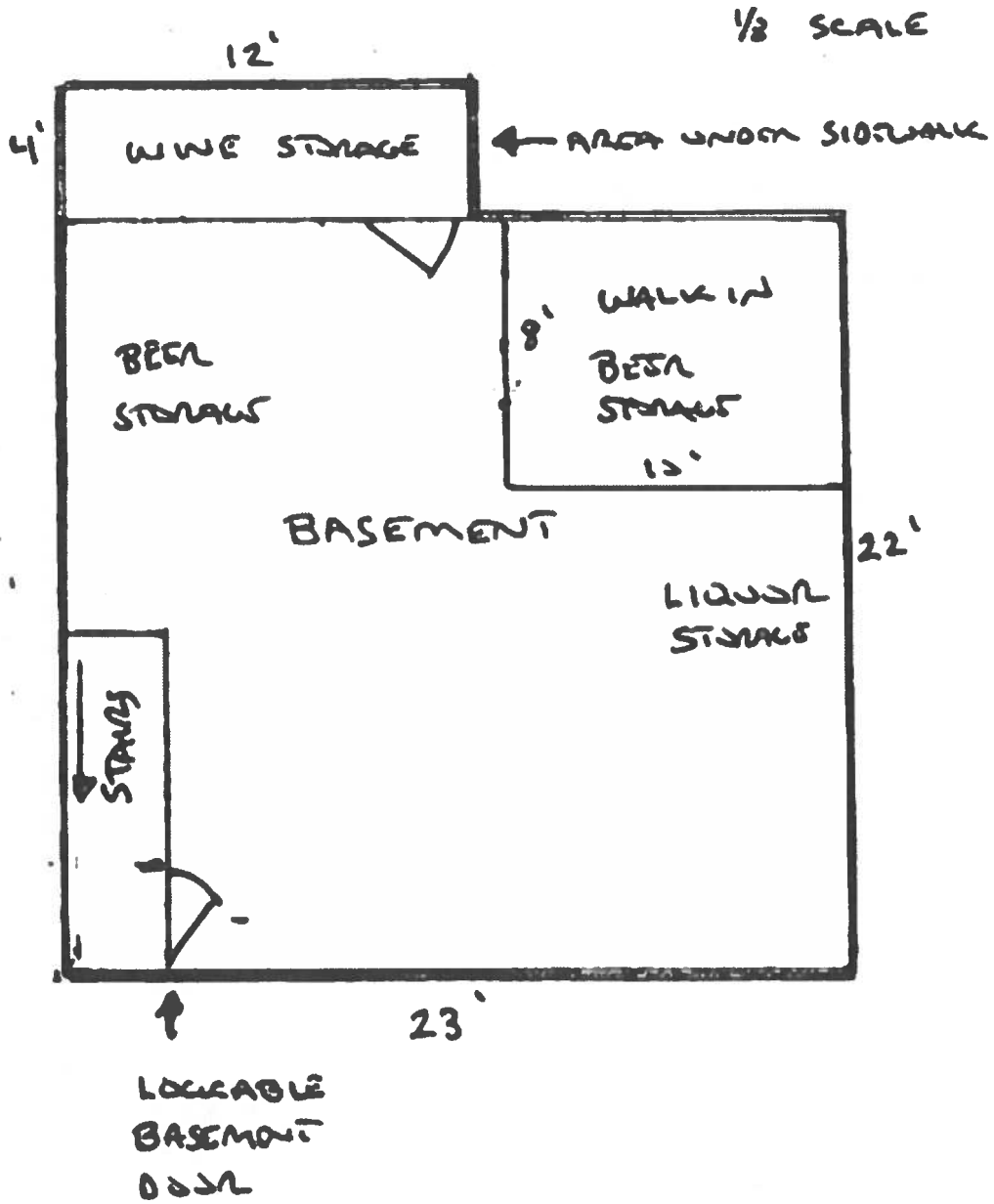
\_\_\_\_\_  
Member/Manager

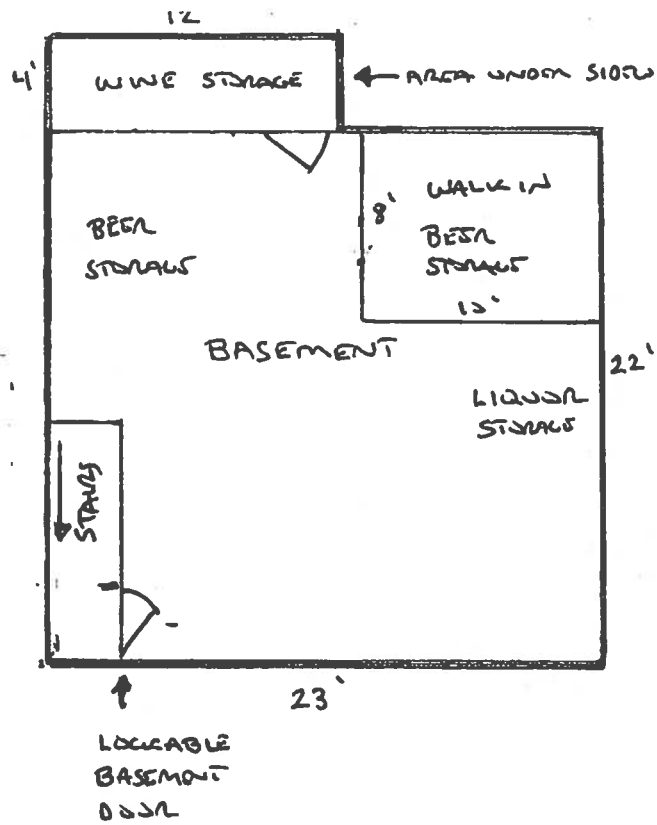
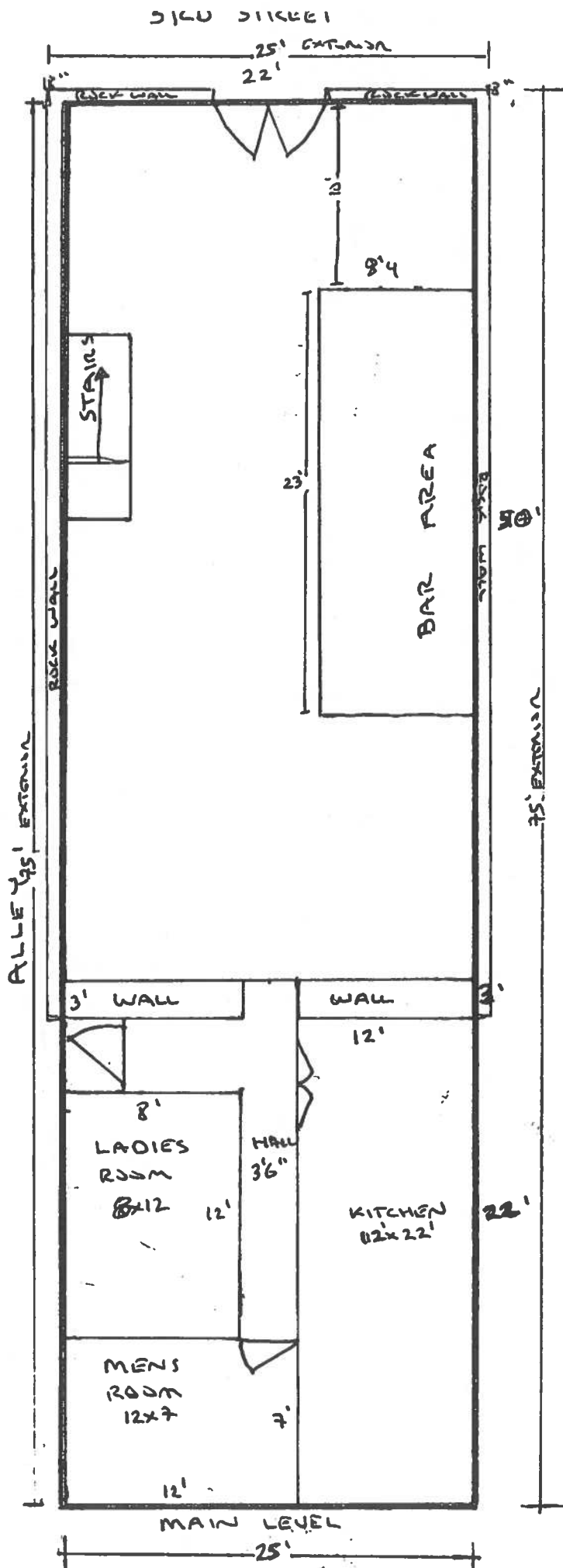
\_\_\_\_\_  
Title

---

WRANGLER HOSPITALITY, LLC







RESTLESS SPIRITS SALOON

INITIAL ELECTION OF MEMBERS

THE INITIAL AUTHORIZED PERSON

OF

**WRANGLER HOSPITALITY, LLC**

The undersigned, being the initial authorized person of the within named limited liability company does hereby state that:

1. The Articles of Incorporation of the Delaware, **Certificate of Formation** is annexed hereto. The same hereby, is ordered filed with the Operating Agreement of the LLC.

At the time of its formation, the LLC had at least one member/manager, to wit:

**MANAGER:**

**LOREN HILL**

2. The initial organizer herein is neither a member nor a manager of the LLC.
3. From this date hence, the undersigned, effective this date, has fulfilled the duties as the initial organizer of LLC and herewith relinquishes all further duties to the LLC.

IN WITNESS WHEREOF, I have made and subscribed this Initial Election of Members, this 29<sup>th</sup> day of August 2022.

*Ana Maisonave,*  
**Organizer**



STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is Wrangler Hospitality, LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 838 Walker Road, Suite 21-2 (street), in the City of Dover, Zip Code 19904. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Registered Agent Solutions, Inc.

By: Ana Maisonave  
Authorized Person

Name: Ana Maisonave  
Print or Type

# Delaware

Page 1


The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WRANGLER HOSPITALITY, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF AUGUST, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WRANGLER HOSPITALITY, LLC" WAS FORMED ON THE TWENTY-NINTH DAY OF AUGUST, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



  
Jeffrey W. Bullock, Secretary of State

6995406 8300

SR# 20223385981

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 204270328

Date: 08-29-22

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,

Wrangler Hospitality, LLC

is an entity formed or registered under the law of Delaware, 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 20221875712.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/22/2022 that have been posted, and by documents delivered to this office electronically through 09/26/2022 @ 11:51:26.

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 09/26/2022 @ 11:51:26 in accordance with applicable law. This certificate is assigned Confirmation Number 14341346.



*Jena Griswold*

Secretary of State of the State of Colorado

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



Colorado Secretary of State  
 Date and Time: 09/07/2022 02:15 PM  
 ID Number: 20221875712  
 Document number: 20221875712  
 Amount Paid: \$100.00

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

ABOVE SPACE FOR OFFICE USE ONLY

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

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

Entity ID number 20221875712  
*(Colorado Secretary of State ID number)*

Entity name Wrangler Hospitality, LLC

True name  
 (if different from the entity name) \_\_\_\_\_

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

Form of entity Foreign Limited Liability Company

Jurisdiction Delaware

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

Street address 1 Penn Plaza, 6th Floor  
*(Street number and name)*

New York NY 10119  
*(City) (State) (ZIP/Postal Code)*

\_\_\_\_\_  
*(Province - if applicable) (Country)*

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

\_\_\_\_\_  
*(City) (State) (ZIP/Postal Code)*

\_\_\_\_\_  
*(Province - if applicable) (Country)*

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

Name  
 (if an individual) \_\_\_\_\_  
*(Last) (First) (Middle) (Suffix)*

or

(if an entity) Registered Agent Solutions, Inc.  
*(Caution: Do not provide both an individual and an entity name.)*

Street address

36 South 18th Avenue Suite D

(Street number and name)

Brighton

(City)

CO

(State)

80601

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

CO

(State)

(ZIP Code)

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

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

5. The date the entity commenced or expects to commence transacting business or conducting activities in Colorado is 09/07/2022.  
(mm/dd/yyyy)

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

This document contains additional information as provided by law.

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

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

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

**Notice:**

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

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

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

Hill

(Last)

Loren

(First)

(Middle)

(Suffix)

1 Penn Plaza, 6th Floor

(Street number and name or Post Office Box information)

NEW YORK

(City)

NY

(State)

10119

(ZIP/Postal Code)

United States

(Province - if applicable)

(Country)

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

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

**Disclaimer:**

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

### AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

- Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- Licensee hereby certifies that the following is a complete list of accounts for alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds at closing by the:  Licensee  Applicant

- Licensee unavailable to certify disposition of accounts for alcohol beverages - Inventory list attached. Transfer by operation of law - Regulation 47-304.
- Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity to be formed by the Applicant.

Dated this 15<sup>th</sup> day of Oct, 2000.

**Seller:**

RESTLESS SPIRITS UNITS, LLC

42-83502-0000

Licensee & License Number

RESTLESS SPIRITS SALON

Trade name

[Signature]

Signature

DUNN

Position

DREW PASCHE

Print Name

**Buyer:**

wrangle Hospitality, LLC  
Applicant

The wrangler  
Trade name

[Signature]  
Signature

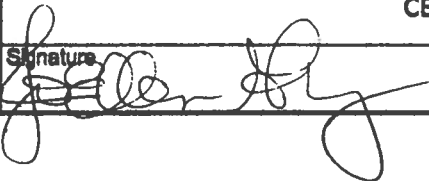
member  
Position

Loan Hill  
Print Name

## Wholesaler Affidavit of Compliance


### Section 44-3-303(1)(d), C.R.S.

C/N 441009

Wholesaler Licensee Name (if an LLC; partnership; corporation or name of corporation) <b>CENTRAL DISTRIBUTING CO.</b>			License Number <b>04-34880-0002/0008</b>		
Trade Name of Establishment/Doing Business As (DBA) <b>CENTRAL DISTRIBUTING CO</b>			Phone Number <b>970.243.0024</b>		
Physical Address <b>3244 F 1/2 ROAD</b>		City <b>CLIFTON</b>	State <b>CO</b>	ZIP <b>81520</b>	
Email Address <b>joellen@centraldistributing.ws</b>					
Transferor Retailer Licensee Name <b>RESTLESS SPIRITS</b>			License Number		
Trade Name of Establishment/Doing Business As (DBA) <b>RESTLESS SPIRITS</b>			Phone Number <b>970-944-2521</b>		
Physical Address <b>130 Gunnison Ave</b>		City <b>Gunnison</b>	State <b>CO</b>	ZIP <b>81235</b>	
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)  <b>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</b></p> <p><input type="checkbox"/> Not Paid in Full</p>					
Wholesaler: <b>CENTRAL DISTRIBUTING CO. 970-243-0024</b>					
Signature 		Print <b>JoEllen Gracey</b>	Title <b>A/R</b>	Date <b>10/4/22</b>	



## Wholesaler Affidavit of Compliance Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC, partnership, corporation or name of corporation) Republic National Distributing Company		License Number 28499270004	
Trade Name of Establishment/Doing Business As (DBA) Republic National Distributing Company		Phone Number 303-734-2400	
Physical Address 8000 Southpark Terrace	City Littleton	State Co	ZIP 80120
Email Address			
Transferor Retailer Licensee Name RESTLESS SPIRITS VENTURES LLC.		License Number 42 83502 0	
Trade Name of Establishment/Doing Business As (DBA) RESTLESS <del>BOARDS</del> SPIRITS SALOON		Phone Number 970944 0300	
Physical Address 300 B SILVER ST	City LAKE CITY	State CO	ZIP 80235
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: <input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. <input type="checkbox"/> Not Paid in Full			
Wholesaler: Republic National Distributing Company			
Signature 	Print MICHAEL ALEVOS	Title AR CLERK	Date 10/07/2022

### Wholesaler Affidavit of Compliance Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Beverage Distributors Company LLC			License Number 40-04782-0001-0004		
Trade Name of Establishment/Doing Business As (DBA) Breakthru Beverage Colorado			Phone Number 3033713421		
Physical Address 3880 Central Park Blvd		City Denver	State CO	ZIP 80238	
Email Address JJJOHNSON@BREAKTHRUBEV.COM					
Transferor Retailer Licensee Name Kestless Spirits Ventures LLC			License Number 42-83502-0000		
Trade Name of Establishment/Doing Business As (DBA) Kestless Spirits Saloon			Phone Number 970-944-0300		
Physical Address 300 B Silver St		City Lake City	State CO	ZIP 81235	
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)  <b>Note:</b> If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>					
Wholesaler: Breakthru Beverage Colorado					
Signature <i>Jaime J Johnson</i>		Print Jaime J Johnson	Title Credit Associate III	Date 10-3-22	

## Wholesaler Affidavit of Compliance

### Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) <b>SOUTHERN GLAZER'S WINE &amp; SPIRITS OF CO</b>			License Number <b>40-55351-0002</b>	
Trade Name of Establishment/Doing Business As (DBA) <b>SOUTHERN GLAZER'S WINE &amp; SPIRITS OF CO</b>			Phone Number <b>(303) 292-1711</b>	
Physical Address <b>12800 E 19TH AVENUE</b>	City <b>AURORA</b>	State <b>CO</b>	ZIP <b>80019</b>	
Email Address <b>KVANVEEN@SGWS.COM</b>				
Transferor Retailer Licensee Name <b>RESTLESS SPIRITS VENTURES LLC</b>			License Number <b>42835020000</b>	
Trade Name of Establishment/Doing Business As (DBA) <b>RESTLESS SPIRITS SALOON</b>			Phone Number <b>(970) 944-0300</b>	
Physical Address <b>300 B. SILVER ST.</b>	City <b>LAKE CITY</b>	State <b>CO</b>	ZIP <b>81235</b>	
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)</p> <p style="padding-left: 20px;"><b>Note:</b> If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>				
Wholesaler: <b>SOUTHERN GLAZER'S WINE &amp; SPIRITS OF CO</b>				
Signature <i>KRISTY VAN VEEN</i>	Print <b>KRISTY VAN VEEN</b>	Title <b>CREDIT</b>	Date <b>11/03/22</b>	

**COMMERCIAL LEASE AGREEMENT  
300 W THIRD STREET, LAKE CITY, COLORADO**

This Commercial Lease Agreement (this "*Lease*"), effective as of October 1, 2022 (the "*Effective Date*"), is entered into by and between BUCKING HORSE PROPERTIES, LLC, a Delaware limited liability company, having an address at PO Box 1449, Wilson, WY 83014 ("*Landlord*") and WRANGLER HOSPITALITY, LLC, a Delaware limited liability company, having an address at PO Box 1449, Wilson, WY 83014 ("*Tenant*"). Landlord and Tenant are also sometimes referred to herein collectively as the "*Parties*" or individually as a "*Party*".

**1. Demise.**

1.1 Premises. In consideration of the payment of the Rent reserved, the mutual covenants, and each and every act to be performed by Landlord and Tenant under this Lease, Landlord hereby lets and demises to Tenant and Tenant hereby leases from Landlord for the Term (as defined below) and upon the terms and conditions set forth in this Lease the premises known as 300 W Third Street, Lake City, CO 81235 (the "*Premises*"). The area of the Premises for all purposes under this Lease is stipulated to be 2,288 square feet of rentable area.

1.2 Quiet Enjoyment. Upon payment by Tenant of all Rent and other charges and the performance of all the covenants, conditions, and provisions on Tenant's part to be observed and performed under this Lease, Tenant shall have quiet enjoyment of the Premises for the Term, subject to all terms of this Lease and the Permitted Exceptions (as defined in Article 17).

1.3 Security Deposit. Tenant shall not be required to make a Security Deposit.

**2. Term.**

2.1 Lease Term. The term of this Lease (the "*Term*") shall be for a period of two (2) years. The Term shall commence on October 1, 2022 (the "*Commencement Date*"). Unless Tenant provides written notice of termination not less than ninety (90) days prior to the expiration of the then current Term, this Lease shall automatically renew for like terms of two (2) years each.

2.2 Rent Commencement Date. The "Rent Commencement Date" shall be the Effective Date.

3. **Rent**. Tenant hereby agrees to pay Fixed Rent, Percentage Rent, and Additional Rent (as such terms are defined below and collectively referred to herein as "*Rent*") for the right of use and occupancy of the Premises during the Term. All Rent payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant.

3.1 Fixed Rent. Commencing on the Rent Commencement Date Tenant shall pay fixed rent ("*Fixed Rent*") to Landlord of Twenty-Four Thousand and 00/100 Dollars (\$24,000.00) per year, payable in equal monthly installments of Two Thousand and 00/100 Dollars (\$2,000.00). All Fixed Rent shall be payable in monthly installments in advance, on the first (1st) day of each calendar month included within the term of this Lease. All rent and other payments to be made by

Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis.

### 3.2 Additional Rent.

(a) Commencing on the Commencement Date, and thereafter during each year of the Lease throughout the Term, Tenant shall pay to Landlord as Additional Rent an amount, determined by Landlord at the end of each calendar year during the Term, incurred by Landlord in the operation of the Premises for each Lease Year. "Additional Rent" means all costs and expenses necessary to own, operate, and maintain the Premises including, but not limited to, utilities (including, without limitation, electric, gas, water, and sewer), insurance (including, without limitation, Landlord's insurance costs for fire and casualty, loss of rents, and liability insurance of the Building), real estate taxes, repairs, replacement costs (due to ordinary or extraordinary wear and tear or catastrophe), trash and snow/ice removal (including removal from parking areas, abutting roadways, and walkways), landscaping and lawn maintenance, painting, sign installation and maintenance, repair and replacement of utility systems, depreciation of machinery and equipment used in such repair and replacement, cost of all personnel to implement such services. Additional Rent does not include maintenance of structural elements including foundations, walls, roof, and roof coverings of the Premises, which shall be maintained at Landlord's expense. The foregoing list of items is provided for illustrative purposes only and shall not be deemed a full, complete, or exhaustive list of all possible items of Additional Rent.

(b) Tenant shall make payments with respect to Additional Rent annually upon presentation of Landlord's invoice setting forth the amount of such Additional Rent due from Tenant. The annual Additional Rent payment shall be in an amount reasonably estimated by Landlord. Tenant shall be given written notice of any change to this estimated payment amount. When the actual amount of the Additional Rent for the Premises for a Lease Year is known, the amount of such Additional Rent payment due from Tenant shall be adjusted as required to provide the funds needed to pay the applicable Additional Rent for that Lease Year. Tenant shall pay any additional monies due within ten (10) days after Landlord notifies Tenant of a deficiency.

3.3 Utilities. Tenant shall directly contract for the provision of, and shall pay (before delinquency) for, all water, gas, heat, light, power, telephone, telecommunications, and other utilities and services supplied to the Premises, together with any taxes thereon and hook-up or connection fees associated therewith. Without limiting the foregoing, all telecommunications services (voice, video, and data) desired by Tenant shall be obtained at Tenant's sole cost and risk from providers authorized by Landlord and the appropriate authorities to provide such services to the Premises. If any utility services are not separately metered to Tenant, Tenant shall pay for such services as Additional Rent in an amount to be determined by Landlord.

3.4 Proration. If the Commencement Date occurs on a day other than the first day of a calendar month, the Fixed Rent payable for the first calendar month of the Term shall be prorated upon the basis which the number of days of the Term in the first month bears to the total number

of days in such month. If the Term ends on a day other than the last day of a calendar month, the Fixed Rent payable for the last calendar month of the Term shall be prorated on the basis which the number of days of the Term in the last calendar month bears to the total number of days in such month.

3.5 Payments and Late Charge. Any amounts payable under this Lease shall be paid in lawful money of the United States of America. Any amount of Fixed Rent or Additional Rent not paid within ten (10) days after it is due shall be subject to a late charge of ten percent (10%) of the amount unpaid. Landlord's right to assess a late charge shall not be construed as granting Tenant a grace period within which to make payments. Any amount due to Landlord that is not paid when due shall bear interest from the date due until paid at the maximum legal rate permitted under Colorado law. Tenant's failure to perform any monetary obligations under this Lease shall have the same consequences as Tenant's failure to pay rent.

#### 4. **Condition of the Premises.**

4.1 No Representations. Tenant acknowledges that: (a) neither Landlord nor Landlord's agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose; (b) except as expressly provided herein, neither Landlord nor its agents or employees have agreed to undertake any alterations or construct any improvements to the Premises; (c) Tenant has been advised to satisfy itself regarding the condition of the Premises including without limitation the heating, ventilation, and air-conditioning ("HVAC") systems, electrical and fire sprinkler systems, and any structural or environmental matters and the present and future suitability of the Premises for Tenant's intended use; and (d) Tenant has been advised to satisfy itself regarding the Premises' compliance with the Americans with Disabilities Act and all other applicable requirements, including all municipal, county, state, and federal laws, ordinances, rules and regulations, orders, permits and zoning, the requirements of any applicable fire insurance underwriter or rating bureau, and any covenants, restrictions, or other matters of record relating to the Tenant, the Premises, or the use thereof (collectively, "**Laws**"). Tenant further acknowledges, by taking possession of the Premises, that as of the Commencement Date: (e) Tenant has been given access to the Premises and has made such investigation as it deems necessary with reference to the matters set forth in this Section, is satisfied with reference thereto, and assumes all responsibility therefor as the same relate to Tenant's occupancy of the Premises and/or the terms of this Lease; and (f) neither Landlord nor any of its agents or employees has made any oral or written representations or warranties regarding said matters or the condition of the Premises other than as expressly set forth in this Lease.

4.2 Tenant's Work. Tenant accepts in as-is condition. All finish work including installation of trade fixtures and furnishings, required from time to time to make the Premises suitable for Tenant's occupancy and operation of its business therein shall be referred to herein as "**Tenant's Work**." All of Tenant's Work shall be completed by Tenant at its expense and in accordance with the Work Letter attached as Exhibit A. Before performing the Tenant's Work, Tenant shall obtain Landlord's written approval of Tenant's plans and specifications (including, without limitation, any alterations, signs, colors, materials, and lighting for the Premises), deposit

with Landlord certificates of insurance as required by this Lease and comply with other requirements which may be set forth herein or reasonably imposed by Landlord. Landlord shall use commercially reasonable efforts to approve or reject Tenant's plans and specifications within five (5) days of receipt. Landlord's review of Tenant's plans and specifications are solely for Landlord's convenience, and Landlord's approval of such plans and specifications shall not constitute evidence of compliance of such plans with any applicable local or state governmental code or regulation governing the same or the adequacy thereof for Tenant's proposed use of the Premises.

4.3 Tenant's Signs. Signs, if any, to be installed or erected on the Premises by Tenant must comply with all Laws, including, but not limited to, any applicable city and county code requirements. Tenant shall be solely responsible for all costs associated with the manufacture, installation, and maintenance of the signs. At the expiration of this Lease, Tenant shall remove all signs, at its sole expense, and shall repair any damage resulting from the installation or removal of the signs.

## 5. Use.

5.1 Permitted Use. Tenant shall operate its business within the Premises for the operation of bar and restaurant and for no other business or purpose without the prior written consent of Landlord (the "*Permitted Use*").

### 5.2 Prohibited Uses.

- (a) Tenant shall not use or permit the use of the Premises in a manner:
- (i) That violates any Permitted Exception;
  - (ii) That violates any of the exclusive rights described in this Lease;
  - (iii) That is unlawful (including, without limitation, any manner that is lawful under Colorado law but unlawful under federal law);
  - (iv) That creates damage, waste, or a nuisance;
  - (v) That emits any objectionable odors, sounds or vibrations, or allows any pests, insects, or vermin; or
  - (vi) That overloads the floors or impairs the structural soundness of the Premises.

(b) Tenant shall not conduct, nor permit to be conducted, any auction, fire sale, bankruptcy sale, going out of business, or similar sale, on the Premises without Landlord's prior written consent. Landlord shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

5.3 Tenant Operation. Tenant covenants and agrees to operate its business on the Premises diligently and continuously throughout the Term. Tenant will operate its business on the Premises in a first-class and reputable manner. Tenant shall keep the Premises well lighted and in

a safe, neat, and clean condition throughout the Term. Tenant agrees to take such actions as may be necessary or as Landlord may require to prevent or remedy any nuisance to or impact on the improvements related to the Permitted Use. Tenant shall not permit or suffer the Premises, or the walls or floors thereof, to be endangered by overloading.

**6. Repairs and Maintenance.**

6.1 Landlord's Obligations. Subject to the remainder of this Section 6 and all provisions in this Lease relating to damage, destruction, or condemnation of the Premises and to Tenant's indemnification of Landlord, Landlord shall maintain, repair, and keep in at least the same condition as of the Effective Date (ordinary wear and tear excepted) the foundation, the roof, any roof coverings, and exterior walls (excluding the interior and exterior finish surfaces of exterior walls, windows, window frames, and doors) of any building containing the Premises. If Landlord shall be called on to make any such repairs occasioned by the negligent act or omission of Tenant, its employees, agents, servants, customers, and other invitees, the entire cost of such repair shall be borne by Tenant. Except as provided above, it is intended by the Parties hereto that Landlord have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of Tenant. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant's business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part. The performance of Landlord's obligations hereunder shall be subject to delays attributable to force majeure as provided in Section 21.

6.2 Tenant's Obligations. Subject to provisions in this Lease relating to damage, destruction, or condemnation of the Premises, Tenant shall, at Tenant's sole expense, keep the Premises in good order, condition, and repair (whether or not the need for such repair occurs as a result of Tenant's use, any prior use, the elements, or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air-conditioning, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, interior walls, the interior and exterior finish surface of exterior walls, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks, and parkways located in, on, or adjacent to the Premises. Tenant, in keeping the Premises in good order, condition, and repair, shall exercise and perform good maintenance practices. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition, and state of repair. Tenant shall, during the Term of this Lease, keep the exterior appearance of the Premises in the same condition as on the Rent Commencement Date, including, when necessary, the exterior repair of the Premises. Tenant is responsible for removal of snow and ice from the sidewalks adjacent to the Premises.



6.3 HVAC. Tenant shall, at Tenant's sole cost and expense, procure and maintain a contract, with copies to Landlord, in customary form and substance, for and with a contractor specializing and experienced in the inspection, maintenance, and service of the HVAC system for the Premises. However, Landlord reserves the right, upon on notice to Tenant, to procure and maintain the contract for the HVAC systems, and if Landlord so elects, Tenant shall reimburse Landlord, on demand, for the cost thereof as Additional Rent.

6.4 Landlord Remedy. In addition to other rights and remedies available to Landlord under this Lease, if Tenant fails to perform Tenant's obligations under this Article 6, Landlord may enter on the Premises after two (2) days' prior written notice to Tenant (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf, and put the Premises in good order, condition, and repair, at Tenant's expense and Tenant shall reimburse Landlord, on demand, for the cost thereof as Additional Rent.

## 7. **Laws.**

7.1 Tenant's Compliance. Tenant shall, at Tenant's expense, comply with all Laws (as defined in Section 4.1) relating to: (a) Tenant's occupancy of the Premises; (b) Tenant's Work; (c) Tenant's property; or (d) the Premises.

7.2 Tenant's Permits. Tenant shall, at its own cost and expense, secure and maintain throughout the Term, all necessary licenses and permits from such authorities as shall be necessary for, or incidental to, the conduct of its business in the Premises and shall comply with all Laws relating to the operation of its business. Landlord does not covenant, warrant, or make any representation that any particular license or permit that may be required in connection with the operation of Tenant's business will be granted, or if granted, will be continued in effect or renewed, and any failure to obtain, maintain, or renew such license or permit, or its revocation after issuance, shall not affect Tenant's obligations under this Lease.

## 8. **Hazardous Substances.**

8.1 Tenant Restrictions. Tenant shall not, and shall not permit any of its subtenants, employees, contractors, agents, or invitees, to introduce into the Premises, use in the Premises or cause to be released from the Premises any Hazardous Substances. Notwithstanding the preceding sentence, Tenant may use cleaning and food and beverage service products in accordance with their customary use, provided that Tenant complies with all applicable Laws in connection therewith, and further provided that in no event may Tenant release or discharge such cleaning and/or food and beverage service into the plumbing, drainage, or sewer system in excessive amounts. If Tenant breaches its obligations hereunder, Tenant, at Tenant's expense, shall immediately take all remedial action necessary to clean up any release, spill, or discharge of Hazardous Substances. "**Hazardous Substances**" mean any flammable or otherwise hazardous material, any explosive and/or radioactive material, hazardous waste, hazardous or toxic substance or related material, asbestos and any material containing asbestos, petroleum and any petroleum derivative, pollutants, contaminants, and any other substance or material which is defined as, determined to be, or identified as, a hazardous or toxic material or substance under any applicable Laws.

8.2 Disposal. If Tenant shall be obligated to remediate any Hazardous Substances, it shall remove and dispose of any such Hazardous Substances in compliance with all applicable Laws. Tenant's remediation plan shall be subject to Landlord's approval and Tenant shall keep Landlord fully apprised of the progress of Tenant's remediation efforts.

8.3 Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord, its managing agent, and their respective members, shareholders, partners, directors, managers, officers, employees, and agents, from and against all liabilities, damages, losses, fines, costs, and expenses (including reasonable attorneys' fees and disbursements) resulting or arising from, or incurred in connection with, any violation by Tenant of its obligations with respect to Hazardous Substances under this Lease or otherwise under any applicable Laws.

## 9. **Insurance.**

9.1 Tenant's Insurance. Tenant, at Tenant's expense, shall at all times during the Term and at all times when Tenant is in possession of the Premises maintain the following:

(a) Commercial general liability insurance (or successor form of insurance designated by Landlord) in respect of the Premises, on an occurrence basis, with a combined single limit (annually and per occurrence and location) of at least One Million dollars (\$1,000,000) per occurrence and Two Million dollars (\$2,000,000) in the aggregate naming as additional insureds Landlord and any other person designated by Landlord. Tenant's liability insurance policy shall include contractual liability, fire, and legal liability coverage. Landlord shall have the right at any time and from time to time to require Tenant to increase the amount of the commercial general liability insurance required to be maintained by Tenant under this Lease provided the amount shall not exceed the amount then generally required of tenants entering into leases for similar permitted uses in similar buildings in the general vicinity of the Building;

(b) Workers' compensation and employer's liability insurance providing statutory benefits for Tenant's employees at the Premises;

(c) Plate glass insurance in an amount equal to the full replacement cost of all plate glass in the Premises, with a deductible not exceeding Ten Thousand Dollars (\$10,000); and

(d) Such other insurance as Landlord may reasonably require.

9.2 Certificates. Tenant shall deliver to Landlord and each additional insured certificates in form reasonably acceptable to Landlord evidencing the insurance required by this Lease to be maintained by Tenant before the Commencement Date (and with respect to any insurance required under Article 4, before the commencement of any Tenant's Work), and at least thirty (30) days before the expiration of any such insurance, and on request, a copy of each insurance policy. All required insurance shall be primary and non-contributory (as shown on endorsement), issued by companies satisfactory to Landlord, and contain a provision whereby it cannot be canceled unless Landlord and any additional insureds are given at least thirty (30) days' prior written notice of the cancellation. Tenant may carry any required insurance under a blanket policy if that policy complies with the requirements of this Lease and provides that Tenant's insurance for the Premises is on a "per location basis."

9.3 Premium Increases. Tenant shall not do or permit to be done any act which shall invalidate or be in conflict with Landlord's insurance policies or increase the rates of insurance applicable to the Premises. If, as the result of a Default, Tenant's occupancy of the Premises (whether or not such occupancy is a Permitted Use), and/or specific hazards attributable to Tenant's occupancy, the insurance rates for the Premises increase, Tenant shall reimburse Landlord for one hundred percent (100%) of such increase in premium(s), within five (5) days after Tenant is billed therefor.

9.4 Release. Provided its right of full recovery under its insurance policy is not adversely affected, Landlord and Tenant each hereby releases the other (and the other's agents and employees) with respect to any claim (including a claim for negligence) it may have against the other for damage or loss covered by its property insurance (including business interruption and loss of rent). Landlord and Tenant shall, to the extent obtainable, each procure a clause in, or endorsement on, any property insurance carried by it, under which the insurance company waives its right of subrogation against the other party to this Lease and its agents and employees or consents to a waiver of the right of recovery against the other party to this Lease and its agents and employees. If an additional premium is required for the waiver or consent, the other party shall be advised of that amount and may, but is not obligated to, pay the same. If that party elects not to pay the additional premium, the waiver or consent shall not be required in favor of that party.

9.5 Subtenants. Any approved subtenant or other occupant of the Premises shall be obligated to comply with the provisions of this Article 9.

## 10. Casualty.

10.1 Loss by Casualty. If the Premises are damaged by fire or other casualty, Landlord shall give Tenant a certification made by a competent architect, in good standing, as to the number of days from the occurrence of such casualty within which the Premises, with the exercise of reasonable diligence, can be made fit for occupancy (the "Repair Period"), and the election, if any, which Landlord has made according to this Article 10. Such notice will be given before the thirtieth (30th) day after such casualty, and the date of such notice shall be referred to herein as the "Notice Date." If there is damage to the Premises as described in this Article 10, and if the Lease is not terminated as provided in this Article 10, then this Lease shall remain in full force and effect, and the parties waive any provisions of any law to the contrary.

10.2 Minor Casualty. If the Premises are damaged by fire or other insured casualty to the extent that the Repair Period does not exceed twenty (20) days, Landlord will diligently pursue the repair of damage to the Premises (excluding Tenant's Work). In that event, this Lease shall continue in full force and effect, except that Fixed Rent and any affected component of the Additional Rent shall be abated on a pro rata basis based on the portion of the Premises that Tenant cannot use during the Repair Period.

10.3 Major Casualty; End of Term. If: (a) the Premises are damaged by fire or other insured casualty to the extent that the Repair Period exceeds twenty (20) days; or (b) the Premises are damaged to any extent by any casualty and, on the Notice Date, the remainder of the Term is less than three (3) months then Landlord may, at Landlord's option, diligently pursue the repair of

damage to the Premises (excluding the Tenant's Work). If Landlord elects to repair the damage during the Repair Period, Fixed Rent and Additional Rent will be abated on a pro rata basis during the Repair Period, based on the portion of the Premises the Tenant cannot use during the Repair Period. If Landlord elects not to repair the damage during the Repair Period, this Lease will terminate effective on the date of termination set forth in the notice, and Fixed Rent and Additional Rent will be abated on a pro rata basis based on the portion of the Premises Tenant cannot use during the period from the date of the casualty to the date of termination of the Lease.

10.4 Limitation. Notwithstanding any other provision of this Lease, if the proceeds of Landlord's insurance are insufficient to pay for the repair of any damage to the Premises, or if the casualty is of such a nature so as to not be insured under Landlord's insurance, then Landlord will have the option to repair such damage or cancel this Lease as of the date of such casualty by written notice to Tenant. If a fire or other casualty is the result of the willful misconduct, negligence, or failure to act of Tenant, its agents, contractors, employees, or invitees, there will be no abatement of Fixed Rent as otherwise provided for in this Article 10. Notwithstanding any provision of this Lease to the contrary, Landlord shall not be liable to Tenant for any damage or losses to the Tenant that are occasioned by the damage to or destruction of the Premises or by the repair or restoration of the Premises.

10.5 Tenant's Repair. If Landlord is obligated or elects to repair any damage to the Premises, Tenant shall promptly replace or fully repair all inventory, goods, exterior signs, trade fixtures, equipment, display cases, and Tenant's Work. Tenant shall continue the operation of its business in the Premises during the Repair Period to the extent reasonably practical from the standpoint of good business.

11. **Condemnation**. If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning Authority takes title or possession, whichever first occurs. Landlord may terminate this Lease as to the portion of the Premises not taken if Landlord determines, in its discretion, that the taking renders operation of the Premises uneconomical. If Landlord does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Fixed Rent and Additional Rent shall be reduced in proportion to the reduction in area of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Landlord, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages. All alterations made to the Premises by Tenant, for purposes of Condemnation only, shall be considered the property of Tenant and Tenant shall be entitled to any and all compensation which is payable therefor.

12. **Assignment and Subletting**. Tenant shall not assign, mortgage, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises (collectively, an "**Assignment**") or sublet all or any part of the Premises or otherwise permit all or any part of the Premises to be occupied by any other Person, (collectively, a "**Sublease**").

13. **Default.** Each of the following is a material default (a “*Default*”) by Tenant under this Lease:

13.1 Monetary Default. Tenant fails to pay when due any Rent and the failure continues for five (5) days following Landlord’s notice (which notice shall also be considered any demand required by any Laws). If, however, Landlord gives such a notice of failure to pay Rent two (2) times in any twelve (12)-month period, any additional failure to pay any Rent when due within that twelve (12)-month period shall be considered a Default, without the requirement of any notice by Landlord.

13.2 Nonmonetary Default. Tenant fails to comply with any other term of this Lease and the failure continues for ten (10) days following Landlord’s notice. If, however, compliance cannot, with diligence, reasonably be fully accomplished within that 10-day period, Tenant shall have an additional period not to exceed twenty (20) days to fully comply, provided Tenant notifies Landlord of its intention to comply (and specifying in reasonable detail the steps to be taken) and commences compliance within that 10-day period and thereafter pursues compliance to completion with diligence and provides Landlord with status updates on the progress at least every five (5) days.

13.3 Bankruptcy or Insolvency. A third party institutes against Tenant any legal action seeking any relief from its debts under any applicable bankruptcy or insolvency Laws which is not dismissed within thirty (30) days, or Tenant or Guarantor, if any, institutes any legal action seeking such relief, and/or a receiver, trustee, custodian, or other similar official is appointed for Tenant or Guarantor, if any, or for all or a substantial portion of its assets, or Tenant or Guarantor, if any, commits any other act indicating insolvency such as making an assignment for the benefit of its creditors.

13.4 Failure to Open or Operate. Tenant fails to open for business and continuously operate its business within the Premises or vacates or abandons the Premises before the Expiration Date.

14. **Landlord’s Remedies.** Upon the occurrence of any Default, Landlord shall have the right, at Landlord’s election, then or at any time thereafter, to exercise any one or more of the following remedies to the fullest extent allowed by applicable law:

14.1 Landlord Cure Right. Landlord may, without releasing Tenant from any obligations under this Lease, make any payment or take any action as Landlord may deem necessary or desirable to cure any such Default in such manner and to such extent as Landlord may deem necessary or desirable, and Landlord may do so without demand on or written notice to Tenant and without giving Tenant an opportunity to cure such Default. Tenant covenants and agrees to pay to Landlord, within five (5) days after demand, all advances, costs, and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys’ fees, together with interest at the rate described in Section 3.7, from the date of payment of any such advances, costs, and expenses by Landlord.

14.2 Termination. Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant and recover possession of the Premises from Tenant. Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and sums which would have been owing by Tenant hereunder for the balance of the Term had this Lease not been terminated, less the net proceeds, if any, of any reletting of the Premises by Landlord after such termination, after deducting all Landlord's expenses in connection with such recovery of possession or reletting. Landlord shall be entitled to collect and receive such damages from Tenant on the days on which the Rent and amounts would have been payable if this Lease had not been terminated. Alternatively, at the option of Landlord, Landlord shall be entitled to recover forthwith from Tenant, as damages for loss of the bargain and not as a penalty, an aggregate sum which, at the time of such termination of this Lease, represents the present value of the excess, if any, of: (a) the aggregate of the Rent and other sums payable by Tenant hereunder that would have accrued for the balance of the Term; over (b) the amount, if any, of such Rent and other sums which Tenant establishes Landlord can reasonably expect to recover by reletting the Premises for the remainder of the Term, taking into consideration loss of Rent while finding a new tenant, tenant improvements, and rent abatements necessary to secure a new tenant, leasing brokers' commissions and other costs which Landlord might incur in leasing the Premises to a new tenant plus any other sum of money and damages owed by Tenant to Landlord for events or actions occurring before the date of termination.

14.3 Right to Re-Enter. Landlord may re-enter and take possession of the Premises or any part thereof, without demand or Notice, and repossess the same and expel Tenant and any party claiming by, under or through Tenant, and remove the effects of both and without prejudice to any remedies for arrears of Rent or right to bring any proceeding for breach of covenants or conditions. No such re-entry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. After recovering possession of the Premises, Landlord may, from time to time, but shall not be obligated to, relet the Premises, or any part thereof, for the account of Tenant, for such term or terms and on such conditions and upon such other terms as Landlord, in its discretion, may determine. Landlord may make such repairs, alterations, or improvements as Landlord may consider appropriate to accomplish such reletting, and Tenant shall reimburse Landlord upon demand for all costs and expenses, including attorneys' fees, which Landlord may incur in connection with such reletting. Landlord may collect and receive the rents for such reletting, but Landlord shall in no way be responsible or liable for any failure to relet the Premises, or any part thereof, or for any failure to collect any rent due upon such reletting. Notwithstanding Landlord's recovery of possession of the Premises, Tenant shall continue to pay on the dates herein specified the Rent and other amounts which would be payable hereunder if such repossession had not occurred, less a credit for the net amounts, if any, actually received by Landlord through any reletting of the Premises.

14.4 Forcible Entry and Detainer. If Landlord commences summary proceedings in the nature of a forcible entry and detainer or unlawful detention for nonpayment of Rent or for

Tenant's failure to perform its other obligations hereunder, Tenant shall not file a counterclaim against Landlord in the summary proceedings, nor shall Tenant consolidate claims against Landlord in said proceedings; however, Tenant does not waive its right hereunder to bring any later action against Landlord for damages. If Tenant should contest such summary proceedings, it shall post a bond in favor of Landlord for the amount of Rent due and for future damages upon termination of this Lease. LANDLORD AND TENANT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN THE EVENT OF ANY PROCEEDINGS.

14.5 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

14.6 Exhaustion of Remedies. Upon any Default, Landlord may proceed directly against Tenant without first exhausting Landlord's remedies against any other person or entity responsible therefor to Landlord, or any security held by Landlord.

14.7 Attorneys' Fees. If Landlord brings an action or proceeding involving the Premises to enforce the Terms hereof or to declare rights hereunder, then Landlord shall be entitled to reasonable attorneys' fees, if it is the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Landlord shall be entitled to attorneys' fees, costs, and expenses incurred in the preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default.

15. **Access**. Landlord and Landlord's employees, agents, contractors, and other authorized representatives shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times upon not less than 24 hours' prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, or making such alterations, repairs, improvements, or additions to the Premises as Landlord may deem necessary, or performing any obligation of Landlord under this Lease. All such activities shall be without abatement of Rent. Landlord shall not place a "**For Sale**" or "**For Lease**" sign on the Premises, if Tenant is conducting business on the Premises and is not in Default under the Lease. For purposes of this Article 15, Notwithstanding the foregoing, Landlord may at any time place on the Building any ordinary "**For Sale**" signs and Landlord may during the last six (6) months of the Term hereof place on the Premises (but not in any show windows) any ordinary "**For Lease**" signs.

16. **Brokers**. Tenant and Landlord each represent and warrant to the other that it has had no dealings with any person, firm, broker, or finder in connection with this Lease that is entitled to any commission or finder's fee in connection herewith. Tenant and Landlord do each hereby agree to indemnify, protect, defend, and hold the other harmless from and against liability for

compensation or charges which may be claimed by any such unnamed broker, finder, or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, and attorneys' fees reasonably incurred with respect thereto. This Section shall survive the expiration or sooner termination of this Lease.

17. **Permitted Exceptions.** This Lease and all of Tenant's rights hereunder are subject to all the matters, restrictions, and encumbrances of record (whether now existing or hereafter arising), and all restrictions in this Lease (collectively, the "**Permitted Exceptions**"). Landlord reserves to itself the right, from time to time, to grant, without the consent or joinder of Tenant, such easements, rights, and dedications as Landlord deems necessary, and to cause the recordation of parcel maps and restrictions. When granted or recorded, such easements, rights, dedications, maps, and restrictions will be additional Permitted Exceptions. Tenant agrees to sign any documents reasonably requested by Landlord to effectuate any such easements, rights, dedications, maps, or restrictions. Tenant shall have no right to seek damages or to cancel or terminate this Lease, and the rights and obligations of Landlord and Tenant hereunder otherwise shall not be affected, because of any rights, changes or other matters allowed or set forth in the Permitted Exceptions.

18. **End of Term.** Upon the expiration or sooner termination of this Lease, Tenant shall restore the Premises to their original condition as of the Commencement Date of this Lease, reasonable wear and tear excepted. Reasonable wear and tear shall not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease. All damage caused by Tenant shall be repaired and the Premises restored such that on or before the last day of the Lease, the Premises shall be delivered up broom swept free of Tenant's product, furniture, and equipment in good and rentable condition with all restoration work completed, and any excess materials and construction equipment used in the restoration process removed from the Premises. Tenant's obligation hereunder shall survive the expiration or sooner termination of the Lease.

19. **Notices.** All notices required or permitted by this Lease shall be in writing, may be delivered by hand delivery, registered or certified mail return receipt requested, overnight delivery, electronically, and shall be deemed sufficiently given if served in a manner specified in this Article 19 to the Parties at the addresses set forth in the introductory paragraph.

19.1 **Change of Address.** Either Party may by written notice to the other specify a different address for notice, except that upon Tenant's taking possession of the Premises, the Premises will constitute Tenant's address for notice. A copy of all notices to Landlord shall be concurrently transmitted to such party or parties at such addresses as Landlord may from time to time hereafter designate in writing.

19.2 **Date Given.** Any notice sent by registered or certified mail, return receipt requested, will be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or a nationally recognized overnight courier (including FedEx, DHL, UPS, and Airborne) that guarantee next day delivery will be deemed given twenty-four (24) hours after delivery of the same to the Postal Service or such courier. Notices transmitted by electronic mail or similar means will be deemed



delivered upon electronic confirmation of receipt, provided a copy is also delivered via delivery or mail. If notice is received on a nonbusiness day, it shall be deemed received on the next business day.

20. **Waiver.** No waiver by Landlord of the violation of any term, covenant, or condition hereof by Tenant, shall be deemed a waiver of any other term, covenant, or condition hereof, or of any subsequent violation by Tenant of the same or of any other term, covenant, or condition hereof. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to, or approval of, any subsequent or similar act by Tenant, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent. The acceptance of Rent by Landlord shall not be a waiver of any such violation or any Default by Tenant. Any payment by Tenant may be accepted by Landlord on account of moneys or damages due Landlord, notwithstanding any qualifying statements or conditions made by Tenant in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Landlord at or before the time of deposit of such payment. No payment by Tenant, nor receipt by Landlord, of a lesser amount than the Rent herein stipulated shall be deemed to be other than on an account of the earliest stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord shall accept such check for payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy available to Landlord.

21. **Force Majeure.** Whenever a period of time is provided in this Lease for either party to do or perform any act or thing, except for the payment of monies by Tenant, the computation of such period of time shall exclude any delays due to strikes, riots, acts of God, shortages of labor, epidemic or pandemic, acts or orders of any governmental authorities, or any cause or causes, whether or not similar to those enumerated, beyond the parties' reasonable control or the reasonable control of their agents, servants, employees, and any contractor engaged by them to perform work in connection with this Lease.

22. **Tenant Indemnity.** Tenant shall indemnify, protect, defend, and hold harmless the Premises, Landlord and its members, managers, employees, agents, contractors, partners, and Lenders from and against any and all claims, actions, demands, suits, proceedings, orders, losses (including loss of rents), damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses, and/or liabilities (collectively, "**Claims**") arising out of, involving, or in connection with: (a) the use and/or occupancy of the Premises by Tenant; (b) the conduct of Tenant's business on the Premises; (c) any act, omission, fault, or neglect on or about the Premises of Tenant, its agents, employees, contractors, subtenants, licensees, visitors, or invitees; or (d) any violation of any terms hereof by Tenant, except to the extent such Claim is the result of Landlord's gross negligence or willful misconduct. If any action or proceeding is brought against Landlord by reason of any of the foregoing matters, Tenant shall upon notice defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord and Landlord shall reasonably cooperate with Tenant in such defense. Landlord need not have first paid any such claim in order to be defended or indemnified. This Article 22 shall survive the expiration or sooner termination of this Lease.

23. **Waiver of Liability.** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Building of which they shall be a part, including, but not limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair; (b) Landlord's failure to keep the Premises in repair; (c) injury done or occasioned by wind, water, or other act of God; (d) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water, and steam pipes, stair, porches, railings, or walks; (e) broken glass; (f) the backing-up of any sewer pipe or downspout; (g) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, water pipe, drain, or any other pipe or tank in, upon, or about the Premises; (h) the escape of steam or hot water; (i) water, snow, or ice being upon, or coming through the roof, skylights, doors, stairs, walks, or any other place upon, or near the Premises, or otherwise; (j) the falling of any fixtures, plaster, or stucco; or (k) fire or other casualty. Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any tenant or other occupant of the Premises, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to person or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Premises caused by Tenant, or any of its employees, agents, or contractors.

24. **Miscellaneous.**

24.1 **No Oral Amendment.** This Lease may not be changed or terminated, in whole or in part, except in a writing signed by Landlord and Tenant.

24.2 **Execution.** Notwithstanding any provision of this Lease, or any Laws, to the contrary, or the execution of this Lease by Tenant, this Lease shall not bind or benefit Landlord or Tenant, unless and until this Lease is signed and delivered by both Landlord and Tenant.

24.3 **No Surrender.** No act or omission of Landlord or Tenant, or their respective employees, agents, or contractors, including the delivery or acceptance of keys, shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless it is in a writing signed by Landlord.

24.4 **Captions.** The captions in this Lease are for reference only and do not define the scope of this Lease or the intent of any term. All Section references in this Lease shall, unless the context otherwise specifically requires, be deemed references to the Sections of this Lease.

24.5 **Severability.** If any provision of this Lease, or the application thereof to any person or circumstance, is invalid or unenforceable, then in each such event the remainder of this Lease or the application of such provision to any other person or any other circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each provision hereof shall remain valid and enforceable to the fullest extent permitted by all applicable Laws.

24.6 Construction. Wherever appropriate in this Lease, words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

24.7 Confidentiality. Each party agrees to keep the terms of this Lease confidential and shall not disclose same to any other person not a party hereto without the prior written consent of the other, provided that either party may disclose the terms hereof to such accountants, attorneys, managing employees, and others in privity with any such party to the extent reasonably necessary for either party's business purposes.

24.8 No Recording. Tenant shall not record this Lease or any memorandum of this Lease.

24.9 Governing Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of Colorado.

25. **Legal Representation**. Each Party executing this Lease acknowledges and agrees that such person:

25.1 Has been advised to retain independent legal, tax, and accounting advice of their own choosing for purposes of representing their individual interests with respect to the subject matter hereof;

25.2 Has been given reasonable time and opportunity to obtain such advice;

25.3 Has obtained such independent advice as they have deemed necessary and appropriate in the circumstances at his or her own expense without expecting the Company to reimburse such person for such fees or other expenses; and

25.4 WAIVES ANY CONFLICT OF INTEREST ARISING OUT OF LASZLOLAW'S PREPARATION OF THIS LEASE AGREEMENT, AND THAT SUCH PERSON WILL NOT OBJECT TO LASZLOLAW'S REPRESENTATION OF EITHER PARTY IN CONNECTION WITH THIS LEASE AGREEMENT.

**[THIS AREA INTENTIONALLY BLANK, PARTIES' SIGNATURES FOLLOW]**

IN WITNESS WHEREOF the Parties have executed this Lease on the date first above written.

**LANDLORD:**

**BUCKING HORSE PROPERTIES, LLC**, a Delaware limited liability company

By:   
Loren Hill

Title: member

Date: 10/12/22

**TENANT:**

**WRANGLER HOSPITALITY, LLC**, a Delaware limited liability company

By:   
Loren Hill

Title: member

Date: 10/12/22

**EXHIBIT A**  
**Work Letter**

[TO BE INSERTED]

**TOWN OF LAKE CITY  
BOARD OF TRUSTEES  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING BY REFERENCE THE 2020 EDITION OF THE  
MODEL TRAFFIC CODE FOR COLORADO WITH CERTAIN REVISIONS,  
AND REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT  
THEREWITH; AND PROVIDING PENALITIES FOR VIOLATION THEREOF**

**WHEREAS**, the Board of Trustees of Lake City, Colorado, pursuant to Colorado statute, is vested with the authority of administering the affairs of the Town of Lake City, Colorado; and

**WHEREAS**, the Town of Lake City (the “Town”) previously adopted the 2010 Edition of the Model Traffic Code for Colorado with certain amendments and codified it as Chapter 20 of the Lake City Town Code; and,

**WHEREAS**, the Town utilizes an intergovernmental agreement with the Hinsdale County Sheriff’s Office (the “Sheriff”) to enforce traffic violations within the Town; and

**WHEREAS**, the Sheriff recently adopted the 2020 Edition of the Model Traffic Code for Colorado with certain revisions; and

**WHEREAS**, it is beneficial to the Town and the Sheriff to have substantially similar versions of the 2020 Edition of the Model Traffic Code for Colorado to enforce; and

**WHEREAS**, the 2020 Edition of the Model Traffic Code for Colorado has now been promulgated and the Lake City Town Board of Trustees finds it in the best interest of the health safety and welfare of the citizens of the Town of Larkspur to adopt such 2020 Edition, subject to the deletions, additions, penalties and other provisions, as set forth herein.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF:**

1. Section 20-23 of the Lake City Town Code is hereby repealed and replaced with the following provision to read in its entirety as follows:

**Sec. 20-23. – Adopted.**

Pursuant to parts 1 and 2 of Article 16 of Title 31 and Part 4 of Article 15 of Title 30, C.R.S., there is hereby adopted by reference the 2020 edition of the "Model Traffic Code" promulgated and published as such by the Colorado Department of Transportation, Traffic Safety and Engineering Services, 2829 W. Howard Place, Denver, CO 80204. The subject matter of the Model Traffic Code relates primarily to comprehensive traffic control regulations by Hinsdale County for the Town of Lake City, Colorado. The purpose of this Ordinance and the Model Traffic Code adopted herein is to provide a system of traffic regulations consistent with

state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Hinsdale County, Colorado Clerk and may be inspected during regular business hours.

2. Section 20-24 of the Lake City Town Code is hereby repealed and replaced with the following provision to read in its entirety as follows:

**Sec. 20-24. – Deletions.**

The 2020 edition of the Model Traffic Code is adopted as if set out at length, save and except the following sections and appendices, which are declared to be inapplicable to the Town of Lake City and are therefore expressly deleted:

- 501. Size and weight violations - penalty.
- 502. Width of vehicles.
- 504. Height and length of vehicles.
- 505. Longer vehicle combinations.
- 506. Trailers and towed vehicles.
- 507. Wheel and axle loads.
- 508. Gross weight of vehicles and loads.
- 509. Vehicles weighed – excess removed.
- 510. Permits for excess size and weight and for manufactured homes - rules.
- 511. Permit standards - state and local.
- 511.2. Authority for cooperative agreements with regional states on excess size or weight vehicles - regulations.
- 512. Liability for damage to highway.
- 706. Obedience to railroad signal.
- 707. Certain vehicles must stop at railroad grade crossings.
- 708. Moving heavy equipment at railroad grade crossing.
- 713. Yielding right-of-way to transit buses - definitions - penalty.
- 1010. Driving on divided or controlled access highways.
- 1011. Use of runaway vehicle ramps.
- 1012. High occupancy vehicle (HOV) and high occupancy toll (HOT) lanes.
- 1013. Passing lane - definitions - penalty.
- 1212. Pay parking access for disabled.
- Part 19 – School Bus Requirements
- 1901. School buses - equipped with supplementary brake retarders.
- 1902. School bus drivers - special training required.
- 1903. School buses - stops - signs - passing.
- 1904. Regulations for school buses – regulations on discharge of passengers - penalty - exception.
- Appendices: Part A, Part B, Part C, Part D, Part E, Part F, and Part G.

3. Section 20-25 of the Lake City Municipal Code is hereby amended with the removal of the ~~strikethrough~~ language and the addition of the **bold underlined** language to read in its

entirety as follows:

**Sec. 20-25. Additions or modifications.**

The following modifications are hereby made as additions to the ~~2010~~ 2020 edition of the Model Traffic Code:

**PART 2 - EQUIPMENT**

*241. Off-Highway Vehicles.*

The operation of off-highway vehicles is allowed within the Town of Lake City in accordance with Ordinance 2016-02 (section 20-76 of the Code of Ordinances), and subject to the safety equipment and operational requirements set forth in Ordinance 2017-02 (section 20-76 of the Code of Ordinances).

**PART 12 - PARKING**

*1202. Parking or abandonment of vehicles.*

- (3) No person shall abandon any vehicle within the town and no person shall leave any vehicle at any place within the Town for such time and under such circumstances as to cause such vehicle reasonably to appear to have been abandoned.
- (4) No person shall leave any partially dismantled, non-operating, wrecked, or junked vehicle on any street, highway, or easement within the town.
- (5) From November 1 of each year through March 30 of the following year, no person shall park any vehicle upon any public street, road, alley or way within the town in such a manner as to restrict snow removal by town authorities. Such restriction shall apply only when and where there is an accumulation of snow in excess of four inches.
- (6) Any vehicle parked, left, or abandoned in violation of this section shall be deemed a nuisance subject to abatement and may be removed by the town to a secure location within Hinsdale County, Colorado, if the owner fails to remove the same within three days after written notice of the violation has been given. The town shall make reasonable efforts to identify the true owner of the vehicle through records of the Motor Vehicle Division of the Colorado Department of Revenue and shall use reasonable means to contact that owner before initiating any vehicle removal action. The owner of an impounded vehicle shall be entitled to reclaim the same upon payment of all impound charges including towing and storage charges incurred by the town. In the event of a snow or weather emergency in which immediate removal of a vehicle is necessary to facilitate snow removal or the repair of any public street, road, or way, the town may impound the vehicle without prior notice. In the event that the town is not able to identify or locate the owner of the offending vehicle after the exercise of reasonable diligence, notice of the



impound may be given by one publication in a newspaper of general circulation within the Town of Lake City, together with mailing to the last known address of the owner if available. Such notice shall be complete upon the mailing of such notice or the date of publication, whichever occurs last. A vehicle not claimed by its owner within 30 days of notice of impoundment may be disposed of by the town by sale or otherwise. These remedial provisions are in addition to penal remedies otherwise provided in this Code.

4. **Severability.** If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or otherwise invalid.

5. **Repeal.** Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Except as specifically amended by this ordinance, all other provisions of the Lake City Town Code shall remain in full force and effect.

6. **Interpretation.** This Ordinance shall be so interpreted and construed as to effectuate its general purpose to conform with the State’s uniform system for the regulation of vehicles and traffic. Article and section headings of the Ordinance and adopted Model Traffic Code shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

7. **Certification.** The Town Clerk shall certify to the passage of this Ordinance and make a copy of the adopted Model Traffic Code available for inspection by the public during regular business hours.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF LAKE CITY AFTER PUBLIC HEARING AND SIGNED THIS 7<sup>TH</sup> DAY OF DECEMBER, 2022.**

Votes Approving: \_\_\_\_\_  
Votes Opposed: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstained: \_\_\_\_\_

**ATTEST:**

**BOARD OF TRUSTEES OF THE  
TOWN OF LAKE CITY, COLORADO**

\_\_\_\_\_  
Alexander Mulhall  
Town Clerk

By: \_\_\_\_\_  
Dave Roberts  
Mayor