



# SAN MIGUEL COUNTY SHERIFF'S OFFICE

Law Total Incident Report, by Location, Nature

Location: DISTRICT 4

<u>Nature of Incident</u>	<u>Total Incidents</u>
Assault	1
controlled substance	1
Fraud	1
THEFT	1
VIN INSPECTION	1
WARRANT ARREST	1
<b>Total Incidents for This Location</b>	<b>6</b>

Total reported: 6

6 - citations  
20 - Traffic Stops

**Report Includes:**

All dates between `00:00:01 04/01/26` and `11:59:59 04/30/26`, All agencies, All natures, All locations matching `DIS4`, All responsible officers, All dispositions, All clearance codes, All observed offenses, All reported offenses, All offense codes, All circumstance codes

# NORWOOD TOWN BOARD OF TRUSTEES - MINUTES

**Meeting on:** Wednesday April 08, 2026

**Regular Session starting at:** 7:00 p.m.

**Meeting at:** 1670 Naturita Street, Norwood CO 81423 at Norwood Town Hall and Zoom option.

## Call Regular Meeting To Order

The regular meeting of the Town of Norwood Board of Trustees was called to order by Mayor Candy Meehan at 7:00 pm.

## Board Attendance:

Mayor – Candy Meehan - Present

Mayor Pro-Tem – Shawn Fallon – Present

Trustee – Bernice White - Present

Trustee – Micheal Grady – Present

Trustee – Liza Tanguay – Present

## Staff Attendance:

Town Manager – Sara Owens – Present

Public Works Director – Randy Harris – Present

Town Clerk – Cidney Ross - Present

## Other Attendance:

Ellen Metrick, John Metingzer, Dan Covault, Becky Hannigan, Dahlia Mertens, Ray Cossey, John Reed, Daiva Chesonis, Erin Spiellane, Mia Rupani – zoom, Regan Tuttle – zoom

## Public Comment for Items Not on the Agenda

John Reed, a member of the Veterans of Foreign Wars, addressed the board about organizing local veterans and requested assistance with an F-16 flyover for the Fourth of July.

## Special District and Stakeholder Reports or Announcements

- San Miguel Sheriff's Office – written report
- Norwood Parks and Recreation District
- Music on the Mesa

Daiva Chesonis with the Norwood Parks and Rec District announced that Music on the Mesa has shifted from Sundays to Saturdays, with the first concert featuring Wolf Jet on June 13th and The Burroughs on August 8th. The event received media coverage including newspaper articles and radio features, and new merchandise including long-sleeve hooded shirts will be available. Town requested a generator for the June concert due to power instability issues, and noted that the rental fee for the August stage increased by \$900, though this cost will be covered by an anonymous donor.

## Consent Agenda

1. Minutes of March 11, 2026
2. March Town of Norwood Financials
3. Budget to Actuals

Shawn Fallon motioned to approve the Consent Agenda. Micheal Grady seconded the motion. All voted. Motion carried.

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## Swearing in of Trustees

### Bernice White

### Liza Tanguay

Trustees White and Tanguay were sworn in by Town Clerk Sidney Ross.

## Swearing in of Mayor

### Candy Meehan

Mayor Meehan was sworn in by Town Clerk Sidney Ross.

## Board Business Agenda

### **1. Approval of Local Marijuana License Renewal Application – Blue Cottage LLC dba Mary Jane Medicinals at 1510 Grand Ave, Norwood, CO**

Blue Cottage LLC doing business as Mary Jane's Medicinals and Alpine Wellness, was approved with conditions requiring timely renewal in 2027.

Liza Tanguay motioned to approve the Local Marijuana License Renewal Application Blue Cottage LLC dba Mary Jane Medicinals. Bernice White seconded the motion. All voted. Motion carried.

### **2. Approval of Local Marijuana License Renewal Application – Alpine Wellness at 1630 Grand Ave, Norwood, CO**

Shawn Fallon motioned to approve Local Marijuana License Renewal Application Alpine Wellness. Bernice White seconded the motion. Micheal Grady was asked to remove himself from the vote. All voted. Motion carried.

### **3. Special Event Liquor License Application, Norwood Chamber of Commerce, 1455 Pinion St. Norwood CO 81423**

Beck Hannigan from Norwood Chamber of Commerce discussed their Night of Elegance banquet that will be held on May 2nd.

Micheal Grady motioned to approve the Special Even Liquor License Application for the Norwood Chamber of Commerce at 1455 Pinion St. Shawn Fallon seconded the motion. All voted. Motion carried.

### **4. Update on the Norwood Post / Telluride Times – Erin Spiellane**

Erin Spiellane, editor of the Norwood Times, updated the board on the newspaper's integration into the Telluride Times, explaining that while the Norwood Post has been rolled into the larger publication, it will maintain its identity as a special section with continued local coverage and free web access through a new website tab. The meeting discussed the closure of the Norwood Post newspaper and its impact on the community. Mia expressed her disappointment and concern about the loss of local coverage, while John highlighted the silver lining of having the Norwood Post section included in the Telluride paper.

### **5. Public Notices Newspaper – San Miguel Basin Forum or Telluride Times**

The group then shifted to discussing public notices, debating whether to continue publishing them in the Telluride Times or switch to the San Miguel Basin Forum. After considering factors like local focus, cost, and community support, the majority favored switching to the Basin Forum to better support local businesses and increase accessibility.

Micheal Grady motioned to direct staff to use the San Miguel Basin Forum for Public Notices. Bernice White seconded the motion. All voted, Liza Tanguay voted no. Motion carried.

### **6. Pocket Park Bid – RMC Builders**

Regarding the pocket park project, staff presented a single bid from RMC Builders for \$124,000, which excluded a stage component due to budget constraints. The council approved the bid after discussion about the stage being deferred to a future phase and plans to preserve existing perennials while replacing some trees and signage.

Shawn Fallon motioned to approve the bid for the Pocket Park. Micheal Grady seconded the motion. All voted. Motion carried.

### **7. Discussion of Town Speed Limit Reduction**

The town discussed reducing the speed limit from 20 to 15 mph on side streets in preparation for upcoming construction. Town officials expressed concerns about traffic safety, particularly around schools and businesses. The sheriff provided input on enforcement challenges, noting that reducing speed limits could result in higher fines for violations. The discussion highlighted ongoing traffic issues and the need for improved signage and construction zone regulations. The group discussed traffic enforcement and speed limits for local streets. They agreed on setting a 15-mph speed limit for side streets and considered implementing one-way traffic routes for construction trucks to improve safety.

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The discussion included suggestions for visual traffic indicators like white stop lines to help drivers comply with stop signs, though these would require waiting for chip seal work to be completed.

Micheal Grady motioned to direct staff to continue work with the San Miguel Sheriff Office on Speed Limit Reduction.

Bernice White seconded the motion. All voted. Motion carried.

## Staff Reports

- a. **Public Works Director, Randy Harris – written report**
- b. **Town Manager, Sara Owens – written report**

## Mayor and Trustee Reports and Announcements

- c. **Mayors Report – written report**
- d. **Trustee Reports**

## Adjourn

Shawn Fallon motioned to adjourn the Board of Trustees Regular Meeting at 9:18. Liza Tanguay seconded the motion. All voted, meeting adjourned.



APPROVED



APPROVED AS CORRECTED

DATE APPROVED:

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Minutes Taken by: Cidney Ross, Town Clerk

**TOWN OF NORWOOD**  
**ACCOUNTS PAYABLE - April 2026**

				TOWN PAID	NWC Portion	NSD Portion
PD	1022250	AFLAC	Employee Insurance	\$ 951.22	\$ 295.75	\$ 99.68
PDCC	1043250	Amazon	Office Supplies	\$ 102.51	\$ 34.17	\$ 34.17
PDCC	1043250	Amazon	Copy Paper	\$ 42.09	\$ 14.03	\$ 14.03
PD	1051275	Black Hills Energy	CC Gas	\$ 161.19		
PD	1060480	Blades Group	Rock Asphalt	\$ 2,097.00		
PD	1052495	Bruin Waste	Community Center Trash	\$ 193.97		
PD	1052495	Bruin Waste	PW Shop Trash	\$ 127.84	\$ 42.61	\$ 42.61
PD	1060480	Capital One Trade Credit	Town Credit Card	\$ 711.66		
PD	1043132	CEBT	Employee Insurance	\$ 5,068.80	\$ 1,892.28	\$ 105.82
PDCC	1043230	Choice Hotels	CMCA Institute Lodging	\$ 1,033.97		
PDCC	1043270	Cleartnetworx	Fiber	\$ 202.34		
PD	1043230	CMCA	Clerks Institute	\$ 375.00		
PDCC	1041230	CML	Newly Elected Officials Training	\$ 50.00		
PDCC	1041230	CML	2026 Annual Conference	\$ 325.00		
PDCC	1041230	CML	2026 Annual Conference	\$ 325.00		
PCCC	1043220	Column	Planning and Zoning NPS Notice	\$ 52.59		
PDCC		Divide Resturant	Water Break Lunch	\$ 77.52		
PD	1050310	Dufford and Waldeck	General Legal	\$ 10,790.00		
PD		Fidelity National Title Company	1225 Summit St Property Purchase	\$ 258,403.00		
PDCC	1043280	FirstNet	PW Phones	\$ 219.26		
PDCC		Home Depot	Planters	\$ 216.93		
PDCC	1043210	ICMA	Full Membership	\$ 552.00		
PD	1043250	ImageNet Consulting	Canon Printer	\$ 131.56	\$ 43.85	\$ 43.85
PD	1043132	Kansas City Life Insurance	Employee Life Insurance	\$ 30.86		
PD	1080606	KLJ	Land Use Code Update	\$ 3,933.60		
PD	1043310	KLJ	General	\$ 1,500.00		
PD	1080601	KLJ	Pocket Park Design	\$ 1,910.00		
PDCC	1043250	Microsoft	Online Services	\$ 84.68		
PDCC	1043250	Microsoft	Online Services	\$ 87.50		

PD	1060250	Norwood Pit Stop	PW Supllies	\$	150.26				
PD	1043285	Norwood Water Commission	Employee Utilities	\$	49.44				
PD	1043430	Nucla Elementary School	Employee Childcare	\$	416.00				
PD	1060480	Oliver Construction	Road Base	\$	1,130.00				
PD	1060134	Parish Oil Company	PW Fuel	\$	3,888.25				
PD	1043610	Pinnacol Assurance	Workers Comp Insurance	\$	831.00	\$	277.00	\$	277.00
PD	1080603	PST Engineering	CDOT Project	\$	3,912.50				
PD	1080605	Pye Barker Fire and Safety	Fire Surpression Install	\$	8,505.00				
PD	1080604	RMC Builders	Pocket Park Construction	\$	204,000.00				
PDCC	1043290	Salas Tacos	Billing Week Lunch	\$	38.26				
PDCC	1043220	San Miguel Basin Forum	Newspaper Subcription	\$	90.00				
PD	1054300	San Miguel County	1st Quarter Peacekeeping	\$	28,620.00				
PD	1043423	San Miguel County Sherriff	Juvenile Contract	\$	2,500.00				
<b>PD</b>	10-60-270	San Miguel Power Association	1475 S Pine	\$	248.00				
<b>PD</b>	10-60-270	San Miguel Power Association	1670 Naturita St	\$	159.93				
<b>PD</b>	10-60-270	San Miguel Power Association	Lights and Flashes	\$	10.46				
<b>PD</b>	10-60-270	San Miguel Power Association	Lights and Flashes	\$	10.46				
<b>PD</b>	10-60-270	San Miguel Power Association	Lights and Flashes	\$	616.29				
<b>PD</b>	10-60-270	San Miguel Power Association	1130 Lucerne	\$	33.86				
PDCC	1080604	San Miguel Power Association	Pocket Pocket Engineer Design	\$	500.00				
PD	1043230	Sara Owens	Travel and Training Expenses	\$	238.57				
PD	1080602	SGM	Water Drainage Study	\$	13,283.00				
PD	1080602	SGM	Water Drainage Study	\$	19,747.50				
PDCC	1043250	Streamline	DocAccess	\$	300.00	\$	100.00	\$	100.00
PDCC	1043250	Streamline	Streamline Flex Annual	\$	7,545.60	\$	2,515.20	\$	2,515.20
PDCC	1043250	Streamline	DocAccess	\$	300.00	\$	100.00	\$	100.00
PD	1043490	Tabeguache Trail Riders	Gymkana Donation	\$	150.00				
PD	1043132	United Life Insurance Company	Employee Insurance	\$	18.68	\$	6.54	\$	5.60
	1022210	US Bank	Emp. Med April 8	\$	526.38				
	1022210	US Bank	Town SS April 8	\$	2,250.72				
	1022220	US Bank	Emp. FWT April 8	\$	1,447.77				
	1022210	US Bank	Emp. Med April 22	\$	488.76				



# TOWN OF NORWOOD

Board of Trustees

May 13, 2026

**Project Title:**

Rezoning Request – Norwood School District Property

**Applicant:**

Norwood School District No. R-2J

**Location:**

2028 Maverick Way, Norwood, CO 81423

**Existing Zoning:**

Agricultural

**Proposed Zoning:**

Public

**Staff Contact:**

Kat Herbert, KLJ Engineering (Contract Planner)

## EXECUTIVE SUMMARY

The Town of Norwood (applicant), on behalf of the Norwood School District (property owner), is requesting a rezone of approximately 17.29 acres from Agricultural to Public to support the development of a new public school facility. The subject property is located at 2028 Maverick Way, southeast of the Lone Cone Library and approximately ¼ mile south of Norwood Town Hall.

The Norwood Planning and Zoning Commission met on April 20, 2026 and voted 3-0 to forward a recommendation of approval to the Town Board of Trustees.

## BACKGROUND

The property has a future land use designation of Residential. The subject property is approximately 17.29 acres, located at 2028 Maverick Way, southeast of the Lone Cone Library and approximately ¼ mile south of Norwood Town Hall. The properties surrounding the subject site are zoned Norwood R-1 (Residential District) to the north and west and are outside town limits to the east and south. The Public District is designed primarily to accommodate the development of governmental and quasi-governmental facilities for the cultural, education, civic, recreation and other governmental purposes and is intended for properties that are publicly owned.

The subject property was formerly owned by the Town of Norwood and was conveyed to the School District in November 2022 through an Agreement for Purchase and Sale of Real Property. As part of that agreement, the Town supported making any necessary zoning

amendments to accommodate the School District's intended use of the property for a school, athletic fields, and related facilities. While the property was successfully conveyed, the rezone was not completed at that time. The current application represents a continuation of that process.

The Norwood School District is a political subdivision of the State of Colorado and is granted authority under C.R.S. § 22-32-124 to determine the location of school facilities. Under this statute, local land use regulations do not apply to the School District in the same manner as they would to private development. In this case, the rezone process is being completed both as a procedural requirement under the Town's Land Use Code to allow the proposed use and as fulfillment of the Town's prior contractual obligation.

## LEGAL AND JURISDICTIONAL CONSIDERATIONS

The Norwood School District is a political subdivision of the State of Colorado and is granted authority under C.R.S. § 22-32-124 to determine the location of school facilities.

While the statute requires consultation with local jurisdictions, the ultimate authority to determine the location and development of school buildings rests with the School District.

As a result, local land use regulations do not apply to the School District in the same manner as they would to private development. The Town may conduct a public process and provide input; however, its role in reviewing development is advisory in nature.

In this case, the rezoning process is being completed both as a procedural requirement under the Town's Land Use Code and as fulfillment of the Town's prior contractual obligation.

## NOTIFICATION REQUIREMENTS

An official development application was submitted to the Town of Norwood for review on February 2, 2026.

Notice was consistent with the provisions in Section 6.02(c)(2) of the Land Use Code. Mailed notice of the public hearings before the Planning and Zoning was sent to surrounding property owners within 100 feet of the subject property on March 30, 2026. Additionally, legal notice was published in the Telluride Times on April 9 and April 16, 2026.

## ANALYSIS

The criteria for review are set forth in Section 6.02(e) of the Town of Norwood Land Use Code which states that the request must comply with at least one of the following criteria:

- (1) There has been a substantial change in conditions in the neighborhood or area proposed to be rezoned since the date of approval of the existing zoning map designation;**

There has been significant growth in the neighborhood around the subject property in both development and population change.

The area surrounding the subject property has experienced increased development activity and changing land use patterns in recent years. This includes residential growth and incremental expansion of the Town's developed footprint, which has increased demand for community-serving facilities. The subject property is located in proximity to these developing areas, making it a logical location for a public facility intended to serve current and future residents.

**Finding:** This criterion has been met.

**(2) There has been a substantial change in the circumstances or conditions of the town at large;**

There has been significant growth and development pressure in Norwood in general, necessitating the need for new community facilities.

The Town of Norwood has experienced increased development pressure and population-related growth in recent years, consistent with broader trends across the region. These changes have created a need for expanded public infrastructure and services, including educational facilities. The proposed rezoning supports the Town's ability to respond to these evolving community needs.

**Finding:** This criterion has been met.

**(3) There is demonstrated to be an error in the existing zoning or land use code text;**

This criterion is not applicable to the requested rezone.

No error in the existing zoning designation or Land Use Code has been identified as part of this request.

**Finding:** This criterion has not been met.

**(4) The proposed amendment is in conformance with or would implement the Norwood Master Plan, Major Streets Plan/Future Land Use Plan, as amended;**

This criterion has been met.

The proposed rezoning supports the development of a public school facility, which is consistent with the goals and policies of the Town's Master Plan related to community services, infrastructure, and long-term planning. Educational facilities are a fundamental component of community development and are generally supported within planning frameworks that promote livability and public investment.

**Finding:** This criterion has been met.

**(5) There exists a substantial and compelling public interest in such amendment; or**

A new school would provide adequate facilities and amenities to serve a growing community.

The development of a new school facility represents a clear and compelling public interest. The School District has identified the need for updated and expanded facilities to serve current and future students. The proposed rezoning directly supports the provision of essential public services and contributes to the long-term sustainability of the community.

**Finding:** This criterion has been met.

**(6) The amendment protects the public health, welfare and safety of the town and its residents.**

The proposed rezoning facilitates the development of a modern educational facility designed to serve the needs of the community. Access to adequate school facilities is directly tied to community health, safety, and welfare. The location and intended use of the property support these objectives at a planning level.

**Finding:** This criterion has been met.

## FINDING OF FACT AND STAFF RECOMMENDATION

After reviewing the Norwood Public Schools rezone request, for a rezone of a total of 17.29 acres from Agricultural District to Public District, located at 2028 Maverick Way, the following finding of fact have been made:

The request has met at least one of the criteria in Section 6.02(e) of the Norwood Land Use Code.

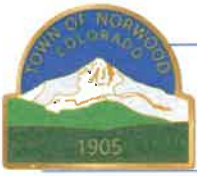
Therefore, Norwood Planning and Zoning Commission recommends approval of the request.

## EXHIBITS

1. Development Application – Zoning Map Amendment
2. Application Materials

## SUGGESTED MOTION

On the rezone request for the property located at 2028 Maverick Way, I move that the Board of Trustees of the Town of Norwood (approve/deny) the request with the findings of fact as provided in the staff report [if a motion is made to deny, new findings will need to be made indicating that none of the criteria have been met].



PO Box 528; 1670 Naturita St, Norwood, CO 81423

Phone: 970-327-4288 - Fax: 970-327-0451; [www.norwoodtown.com](http://www.norwoodtown.com)

# PERMIT and DEVELOPMENT APPLICATION

Zone District:  R-1 - Residential  B-1 - Business District  MD - Medium Density District  
 I - Industrial District  P - Public District  MH - Mobile Home District  A - Agriculture

Legal Description: LOT 1 COTTONWOOD CREEK ESTATES TRACT B SUBDIVISION LOC IN NW4 SEC 27 45N 13W NMPM ACC TO PLAT REC 08 29 2023 AT 482088 IN RECORDS OF SMC CLRK AND RCDR CO

Property Owner (Attach Proof of Ownership): Norwood School District R-2J

Property Street Address: 2028 Maverick Way, Norwood, CO 81423

## PROPERTY OWNER:

Name: Norwood School District R-2J Phone Number: 970-327-4336

Mailing Address: PO Box 448, Norwood, CO 81423 Email: Todd Bissell <todd.bissell@norwoodk12.org>

## PRIMARY CONTACT: (if other than owner, attach OWNER AGENT AUTHORIZATION FORM

Name: Todd Bissell Phone Number: 970-729-9131

Mailing Address: PO Box 448, Norwood, CO 81423 Email: todd.bissell@norwoodk12.org

### TYPE OF APPLICATION REQUESTED (choose below)

- |  | Fees    |
|--|---------|
| <input checked="" type="radio"/> Application and/or Approval for Building Permit | \$50.00 |
| <input type="radio"/> Pre-application Conference with Staff                      | _____   |
| <input type="radio"/> Subdivision/PUD  | _____   |
| <input type="radio"/> Pre-application Conference                                 | _____   |
| <input type="radio"/> Work session with P&Z and/or Staff                         | _____   |
| <input type="radio"/> Sketch Plan  | _____   |
| <input type="radio"/> Preliminary  | _____   |
| <input type="radio"/> Final Platt  | _____   |
| <input type="radio"/> Annexation Application                                     | _____   |
| <input type="radio"/> Rezoning Application                                       | \$150   |
| <input type="radio"/> Replats or Plat Amendment                                  | _____   |
| <input type="radio"/> Variances/Special or Conditional Use Permits               | _____   |
| <input type="radio"/> Board of Adjustment Review/Appeal                          | _____   |
| <input type="radio"/> Master Plan Amendment                                      | _____   |
| <input type="radio"/> Code Interpretations                                       | _____   |
| <input type="radio"/> Land Use Code Amendments                                   | _____   |
| <input type="radio"/> Special Exception  | _____   |
| <input type="radio"/> Work Session with board/commission                         | _____   |

- Building Permit Authority is Colorado Department of Fire Preventior and Control

Existing Use/s: Disc golf and open space

Proposed Use/s (with square footage): New PK-12 School - 71,160 SF

Lot Size: 17.288 Acres Proposed Building Height: 40 feet # Off-Street Parking Spaces: 173

Proposed Set Backs – Front: 54'-6" Side: 68'-6" & 97' Back: 904'

Proposed Fencing Height – Front: N/A Side: N/A Back: N/A

Water Commission Approval (provide proof):  Yes  No  N/A

Sanitation District Approval (provide proof):  Yes  No  N/A



PO Box 528; 1670 Naturita St, Norwood, CO 81423

Phone: 970-327-4288 - Fax: 970-327-0451; [www.norwoodtown.com](http://www.norwoodtown.com)

**APPLICANT SHALL ATTACH COMPLETE SITE AND ACCESS PLAN WITH MEASUREMENTS**

By signing this application, I understand and agree that I am responsible for paying town legal fees, planning fees and other applicable fees as set forth in the **Land Use Code and Land Use Fee Ordinance No. 0611 Series 2021**. I hereby certify, subject to penalty of perjury, that the application submitted is true and accurate to the best of my knowledge and that I understand all provisions of County, Town, and State codes applicable to the proposed development, any and all conditions placed upon the proposed development by Norwood Board of Trustees, or its staff and all information requested by this document. I also understand that if I violate any applicable provisions of County, Town, and State codes, easement access, and right of way, I will be required to remedy such violation(s) through appropriate legal process imposed by the County, Town, or State, including moving, removing, and replacing structures and ceasing of construction and/or uses at the cost of the applicant or owner.

Signature of Applicant: Todd L. Bess

Date: 02/03/2026

----- (Below for Town of Norwood Use Only) -----

<b>Date Rec'd:</b>	<b>Amount Rec'd:</b>	<b>Check No:</b>	<b>Rec'd By:</b>

**TOWN PLANNER/ADMIN SHALL VERIFY COMPLIANCE:**

APPLICATION COMPLETE:     Yes     No (return to applicant)

ARE PROPOSED USES/CHANGES WITHIN THE TOWN OF NORWOOD LAND USE CODES AND GUIDELINES?

USE                       HEIGHT                       SETBACKS                       PARKING SPACES

Comments: \_\_\_\_\_

SHOULD APPLICATION BE CONSIDERED?

Yes     No      N/A  
Pre-App Conference Needed?     Yes     No

Comments: \_\_\_\_\_

Signature of Town Planner/Admin: \_\_\_\_\_

Date: \_\_\_\_\_

<b>SENT TO COUNTY ON:</b>	<b>SENT BY:</b>

----- (Below for San Miguel County Building Official Use Only) -----

IF THE BUILDING OFFICIAL AUTHORIZES, APPLICATION(S) FOR A BUILDING PERMIT THAT CONFORM MATERIALLY WITH ALL INFORMATION PROVIDED ABOVE MAY BE SUBMITTED TO THE BUILDING DEPARTMENT. THE BUILDING DEPARTMENT SHALL SEND A "CERTIFICATE OF OCCUPANCY" OR DOCUMENTATION SHOWING THE CONSTRUCTION HAS BEEN MADE TO THEIR STANDARDS ONCE COMPLETE.

SHOULD BUILDING PERMIT BE APPLIED FOR:     Yes     No

COUNTY BUILDING PERMIT NUMBER (once issued): \_\_\_\_\_

Comments: \_\_\_\_\_

**TOWN OF NORWOOD, COLORADO**

*Town of Norwood, San Miguel County, Colorado*

**ORDINANCE NO. \_\_\_\_ SERIES: 2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF NORWOOD, COLORADO, APPROVING A REZONING APPLICATION FOR CERTAIN REAL PROPERTY FROM AGRICULTURAL (AG) TO PUBLIC (P) ZONING DISTRICT**

**WHEREAS**, the Town of Norwood (“Town”) is a statutory municipality organized under the laws of the State of Colorado; and

**WHEREAS**, the Town has adopted a Land Use Code and Official Zoning Map pursuant to its police powers and the authority granted under Title 31, Article 23, Colorado Revised Statutes; and

**WHEREAS**, Norwood School District R-2J (“Applicant”) on February 3, 2026, submitted an application to rezone certain real property located within the Town of Norwood from Agriculture (AG) to Public (P) (the “Rezoning Application”); and

**WHEREAS**, the property subject to the Rezoning Application is more particularly described as: **Lot 1 Cottonwood Creek Estates Tract B Subdivision located in the NW1/4, Section 27, Township 45N, Range 13W, NMPM according to the Plat recorded on August 29, 2023 at Reception No. 482088 in the records of the San Miguel County Clerk and Recorder** (the “Property”); and

**WHEREAS**, pursuant to the Town’s Land Use Code, the Rezoning Application was reviewed by the Norwood Planning Commission, which held a duly noticed public hearing on April 20, 2026; and

**WHEREAS**, following the public hearing, the Planning Commission recommended approval of the Rezoning Application; and

**WHEREAS**, the Board of Trustees held a duly noticed public hearing on May 13, 2026, at which time all interested parties were given the opportunity to be heard; and

**WHEREAS**, the Board of Trustees has reviewed the Rezoning Application, the recommendations of staff and the Planning Commission, and the evidence and testimony presented at the public hearing; and

**WHEREAS**, the Board of Trustees finds that the proposed rezoning is consistent with the Town’s Comprehensive Plan and Land Use Code and is in the best interests of the public health, safety, and welfare of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF NORWOOD, COLORADO:**

**Section 1. Approval of Rezoning**

The Rezoning Application to change the zoning classification of the Property from Agriculture (AG) to Public (P) is hereby approved.

**Section 2. Amendment to Official Zoning Map**

The Official Zoning Map of the Town of Norwood is hereby amended to reflect the rezoning of the Property from Agriculture (AG) to Public (P).

**Section 3. Findings**

1. The rezoning is consistent with the goals and policies of the Town’s Comprehensive Plan.
2. The Property is suitable for uses permitted in the Public (P) zoning district.
3. The rezoning promotes the orderly development of the Town.
4. Adequate public facilities and services are or will be available to serve the Property.
5. The rezoning will not adversely affect the public health, safety, or welfare.
6. The rezoning provides a clear public benefit.
7. The rezoning is consistent with the intended use of the Property.

**Section 4. Severability**

If any provision of this Ordinance is held invalid, such invalidity shall not affect the remaining provisions.

**Section 5. Effective Date**

This Ordinance shall take effect upon final passage, adoption, and publication as provided by law.

**INTRODUCED, READ, PASSED AND ORDERED PUBLISHED** on first reading this \_\_\_ day of May, 2026.

**ADOPTED AND APPROVED** on second reading this \_\_\_ day of \_\_\_\_\_, 2026.

Signatures on next page:

**TOWN OF NORWOOD, COLORADO**

By: \_\_\_\_\_

Candy Meehan, Mayor

**ATTEST:**

By: \_\_\_\_\_

Cidney Ross, Town Clerk

DR 8400 (05/05/25)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

**Submit to Local Licensing Authority**

Fees Due	
Annual Renewal Application Fee	\$ 250
Renewal Fee	
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premises Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

## Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

**Note that the Division will not accept cash.**

Paid by check

Uploaded to Movelt on Date

Paid online

Licensee Name

Norwood Grocery LLC

Doing Business As Name (DBA)

Clark's Market

Liquor License Number

04-01327

License Type

Fermented Malt Beverage and Wine (City)

Sales Tax License Number

01235189

Expiration Date

06/16/2026

Due Date

05/02/2026

### Business Address

Street Address

1435 Grand Avenue

Phone Number

(970) 327-4211

City

Norwood

State

CO

ZIP Code

81423

### Mailing Address

Street Address

818 S. Main Street

City

Blanding

State

UT

ZIP Code

81423

Email

jon@geberslicensing.com

Operating Manager

Date of Birth

Marco Dominguez

12/19/1993

Home Address

Street Address

Phone Number

2390 County Road 42ZN

(708) 209-6442

City

State

ZIP Code

Norwood

CO

81423

1. Do you have legal possession of the premises at the street address?.....  Yes  No

Are the premises owned or rented?  Owned

\*If rented, expiration date of lease

Rented\*

12/2037

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.....  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?.....  Delivery  Takeout  Both Takeout and Delivery

4. Since the date of filing of the last application, 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

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....  Yes  No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.....  Yes  No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?.....  Yes  No  
If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?.....  Yes  No  
If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?.....  Yes  No  
If yes, attach a detailed explanation.

9. I would like to apply for a Two-Year Renewal.....  Yes  No

**Affirmation & Consent**

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.

Type or Print Name of Applicant/Authorized Agent of Business

Tom Clark, Jr.

Title  
President

Signature

*Tom Clark*

Date (MM/DD/YY)

4/15/2026

887FD6D4B9864CE...

### Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

Title	Attest

Signature	Date (MM/DD/YY)

Local Licensing Authority Approves this license for a two-year renewal.....  Yes  No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation



**COLORADO**  
Department of Revenue  
Specialized Business Group—  
Liquor & Tobacco

Physical Address:  
1707 Cole Blvd., Ste. 300  
Lakewood, CO 80401

Mailing Address:  
Colorado Liquor Enforcement Division  
P.O. Box 17087  
Denver, CO 80217-0087

March 5, 2026

Crested Butte Grocery LLC  
d/b/a Clark's Market  
500 Belleview Avenue  
Crested Butte, CO 81224  
[cb\\_manager@clarksmarket.com](mailto:cb_manager@clarksmarket.com)  
[jim@clarksmarket.com](mailto:jim@clarksmarket.com)  
[Alicia@clarksmarket.com](mailto:Alicia@clarksmarket.com)

Dear Licensee:

Attached is the proposed Stipulation, Agreement, and Order (“Order”) regarding allegation(s) of violation(s) of the Colorado Liquor Code by your licensed entity. The attached Order is subject to the provisions of Rule 408 of the Colorado Rules of Evidence as an offer in compromise and statements made in compromise negotiations. This Order has important legal consequences. Please carefully read the terms of the Order. You should consider consulting legal counsel to advise you.

You may resolve this matter by signing and returning the attached Order and stated fine to the Liquor and Tobacco Enforcement Division (“Division”) using the address above or email the executed order to [led\\_adminactions@state.co.us](mailto:led_adminactions@state.co.us). To exercise this option, the Division must receive the signed Order and fine payment by the date on the Order. The fine is due on the date specified within the Order and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed. The associated fine may be paid by Certified Check or Cashier’s check mailed to the mailing address above or paid online at: <https://secure.colorado.gov/payment/liquor>. If the Division does not receive the signed Order and payment by that time, the offer to settle expires, and the terms and conditions presented and offered in the attached Order become null and void. If you fail to respond by the date in the Order, or if you do not agree to the terms of the Order, an Order to Show Cause will be issued, and a hearing will be scheduled to determine the merits of the allegations contained in the Order. Should an Order to Show Cause be issued and the matter proceed to hearing, the Division may seek up to the maximum penalty allowed by law, if warranted by the circumstances.

The Order contains a proposed suspension time with proposed suspension dates, along with an established fine amount to be paid in lieu of the active suspension time. The suspension dates are negotiable, but the fine amount is not. The fine is due on the date specified within the Order, and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed.

To discuss matters relating to this notice and the attached Order, you should contact [led\\_adminactions@state.co.us](mailto:led_adminactions@state.co.us) within ten (10) days of the date of this notice.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Stone-Principato".

Michelle Stone-Principato  
Division Director  
Liquor and Tobacco Enforcement Division

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

---

STIPULATION, AGREEMENT, AND ORDER  
SA 26-GJ-16

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IN THE MATTER OF:

**CRESTED BUTTE GROCERY LLC  
D/B/A CLARK'S MARKET  
500 BELLEVIEW AVENUE  
CRESTED BUTTE, CO 81224**

**Fermented Malt Beverage and Wine (city) License No. 04-00825**

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The State of Colorado, Liquor and Tobacco Enforcement Division ("Division") and Crested Butte Grocery LLC, D/B/A Clark's Market, 500 Belleview Avenue, Crested Butte, CO 81224 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Rules, Regulation 47-950(B)(1), 1 C.C.R. 203-2.

IT IS ALLEGED THAT:

- A. On January 16, 2026, the Colorado Liquor and Tobacco Enforcement Division (LTED) conducted a routine inspection of the Licensee's licensed premises, located at 500 Belleview Avenue, Crested Butte, CO 81224.
- B. During the inspection, LTED investigators found that the Licensee was displaying alcoholic beverages immediately adjacent to candy, which is not allowed under Regulation 47-950(B)(1), 1 C.C.R. 203-2.
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").
3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 2

4. Licensee admits the violations as alleged above in paragraph 1.
5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
  - A. A **fourteen (14) day** suspension of Licensee's **Fermented Malt Beverage and Wine (city) License** to take place as follows:
    - i. License to be actively suspended for **seven (7) days** from 12:01 a.m. on **April 17, 2026**, until 11:59 p.m. on **April 23, 2026**.
    - ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
    - iii. **Seven (7) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.
6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:
  - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
  - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.
7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of seven (7) days, except that the fine shall not be less than five hundred dollars (\$500.00) nor more than one-hundred thousand dollars (\$100,000.00). The parties agree that the average days' sales for the month of **January 2026** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **\$2,575.83**.

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 3

- A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at <https://secure.colorado.gov/payment/liquor>, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a certified check or a cashier's check made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **April 3, 2026**.
  - B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's seven (7) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.
  - C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full seven (7) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.
  9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.
  10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 4

action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.

11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
  - A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
  - B. The right to cross-examine all witnesses against Licensee at a formal hearing;
  - C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
  - D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
  - E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
  - F. The right to appeal this Order.
13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.
15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 5

Michelle Stone-Principato  
Digitally signed by Michelle Stone-Principato  
Date: 2026.03.09 14:47:52 -06'00'

Michelle Stone-Principato  
Division Director  
Liquor and Tobacco Enforcement Division



Tom Clark, Jr.  
Crested Butte Grocery LLC

3-6-26

Date

**APPROVED and ORDERED** as dated in the Electronic Signature below.

Heidi Humphreys  
Digitally signed by Heidi Humphreys  
Date: 2026.03.17 16:43:05 -06'00'

Heidi Humphreys  
Executive Director/CEO  
Department of Revenue  
State Licensing Authority


*Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.*

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 6

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail and transmitted via electronic mail on the date in the electronic signature below, addressed as follows:

<u>Licensee Business Address</u> CRESTED BUTTE GROCERY LLC D/B/A CLARK'S MARKET 500 BELLEVIEW AVENUE CRESTED BUTTE, CO 81224  Fermented Malt Beverage and Wine (city) License No. 04-00825	<u>Licensee Mailing Address</u> Crested Butte Grocery LLC d/b/a Clark's Market 500 Belleview Avenue Crested Butte, CO 81224 <a href="mailto:cb_manager@clarksmarket.com">cb_manager@clarksmarket.com</a> <a href="mailto:jim@clarksmarket.com">jim@clarksmarket.com</a> <a href="mailto:Alicia@clarksmarket.com">Alicia@clarksmarket.com</a>
<u>Liquor and Tobacco Enforcement Division</u> P.O. Box 17087 Denver, CO 80217-0087 <a href="mailto:led_adminactions@state.co.us">led_adminactions@state.co.us</a>	

By: **Jennifer Bruner**  Digitally signed by Jennifer Bruner  
Date: 2026.03.18 13:46:18 -06'00'

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Jennifer Bruner



**COLORADO**  
**Department of Revenue**

Specialized Business Group—  
Liquor & Tobacco

Physical Address:  
1707 Cole Boulevard, Suite 300  
Lakewood, CO 80401

Mailing Address:  
P.O. Box 17087  
Denver, CO 80217-0087  
Fax: 303-866-2428

September 5, 2025

Norwood Grocery, LLC  
d/b/a Clark's Market  
818 South Main Street  
Blanding, UT 84511  
[jon@geberslicensing.com](mailto:jon@geberslicensing.com)  
[John@clarksmarket.com](mailto:John@clarksmarket.com)

Dear Licensee:

Attached is the proposed Stipulation, Agreement, and Order (“Order”) regarding allegation(s) of violation(s) of the Colorado Liquor Code by your licensed entity. The attached Order is subject to the provisions of Rule 408 of the Colorado Rules of Evidence as an offer in compromise and statement made in compromise negotiations. This Order has important legal consequences. Please carefully read the terms of the Order. You should consider consulting legal counsel to advise you.

You may resolve this matter by signing and returning the attached Order and stated fine to the Liquor Enforcement Division (“Division”) using the address above or email the executed order to [led\\_adminactions@state.co.us](mailto:led_adminactions@state.co.us). To exercise this option, the Division must receive the signed Order and fine payment by the date on the Order. The fine is due on the date specified within the Order and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed. The associated fine may be paid by Certified Check or Cashier’s check mailed to the mailing address above or paid online at: <https://secure.colorado.gov/payment/liquor>. If the Division does not receive the signed Order and payment by that time, the offer to settle expires, and the terms and conditions presented and offered in the attached Order become null and void. If you fail to respond by the date in the Order, or if you do not agree to the terms of the Order, an Order to Show Cause will be issued, and a hearing will be scheduled to determine the merits of the allegations contained in the Order. Should an Order to Show Cause be issued and the matter proceed to hearing, the Division may seek up to the maximum penalty allowed by law, if warranted by the circumstances.

The Order contains a proposed suspension time with proposed suspension dates, along with an established fine amount to be paid in lieu of the active suspension time. The suspension dates are negotiable, but the fine amount is not. The fine is due on the date specified within the Order, and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed.

To discuss matters relating to this notice and the attached Order, you should contact [led\\_adminactions@state.co.us](mailto:led_adminactions@state.co.us) within ten (10) days of the date of this notice.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Stone-Principato".

Michelle Stone-Principato  
Division Director  
Liquor Enforcement Division

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 1

BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE  
STATE OF COLORADO

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STIPULATION, AGREEMENT, AND ORDER  
SA 2025-GJ-138

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IN THE MATTER OF:

**Norwood Grocery, LLC**  
**d/b/a Clark's Market**  
**1435 Grand Avenue**  
**Norwood, CO 81423**  
[jon@geberslicensing.com](mailto:jon@geberslicensing.com)  
[John@clarksmarket.com](mailto:John@clarksmarket.com)

**Fermented Malt Beverage and Wine (City) License No. 04-01327**

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The State of Colorado, Liquor Enforcement Division ("Division") and Norwood Grocery, LLC, d/b/a Clark's Market, 818 South Main Street, Blanding, UT 84511 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Rules, Regulation 47-950(B)(1), 1 C.C.R. 203-2.

IT IS ALLEGED THAT:

- A. On August 13, 2025, the Colorado Liquor and Tobacco Enforcement Division (LTED) conducted a routine inspection of the Licensee's licensed premises, located at 1435 Grand Avenue, Norwood, Colorado 81423.
  - B. During the inspection, LTED investigators found that the Licensee was displaying alcoholic beverages immediately adjacent to soft drinks and bottled water without placing the signage required under Regulation 47-950(B)(1), 1 C.C.R. 203-2.
    - a. The signage required under Regulation 47-950(B)(1) must be clearly visible to consumers and state, "These products are alcohol beverages available for sale only to persons who are 21 years of age and older."
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 2

3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.
4. Licensee admits the violations as alleged above in paragraph 1.
5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
  - A. A **seven (7) day** suspension of Licensee's **Fermented Malt Beverage and Wine (City) License** to take place as follows:
    - i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **October 17, 2025**, until 11:59 p.m. on **October 19, 2025**.
    - ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
    - iii. **Four (4) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.
6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:
  - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
  - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.
7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of three (3) days, except that the fine shall not be less than five hundred dollars (\$500.00) nor more than one-hundred thousand dollars (\$100,000.00). The parties agree that the average days' sales for the month of **August 2025** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **\$500.00**.

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 3

- A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at <https://secure.colorado.gov/payment/liquor>, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **October 3, 2025**.
  - B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.
  - C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.
  9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.
  10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.
  11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.

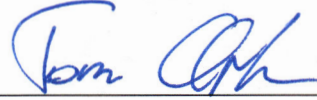
Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 4

12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
  - A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
  - B. The right to cross-examine all witnesses against Licensee at a formal hearing;
  - C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
  - D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
  - E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
  - F. The right to appeal this Order.
13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.
15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 5

Michelle Stone-Principato  
Digitally signed by Michelle Stone-Principato  
Date: 2025.09.11 10:51:49 -06'00'

Michelle Stone-Principato  
Division Director  
Liquor Enforcement Division



Tom Clark, Jr.  
Norwood Grocery, LLC

9-9-25

Date

**APPROVED and ORDERED** as dated in the Electronic Signature below.

Heidi Humphreys  
Digitally signed by Heidi Humphreys  
Date: 2025.09.30 10:43:06 -06'00'

Heidi Humphreys  
Executive Director/CEO  
Department of Revenue  
State Licensing Authority


*Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.*

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 6

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail and transmitted via electronic mail on the date in the electronic signature below, addressed as follows

<u>Licensee Business Address</u> Norwood Grocery, LLC d/b/a Clark's Market 1435 Grand Avenue Norwood, CO 81423 <a href="mailto:jon@geberslicensing.com">jon@geberslicensing.com</a> <a href="mailto:John@clarksmarket.com">John@clarksmarket.com</a>  Fermented Malt Beverage and Wine (City) License No. 04-01327	<u>Licensee Mailing Address</u> Norwood Grocery, LLC d/b/a Clark's Market 818 South Main Street Blanding, UT 84511 <a href="mailto:jon@geberslicensing.com">jon@geberslicensing.com</a> <a href="mailto:John@clarksmarket.com">John@clarksmarket.com</a>
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 <a href="mailto:led_adminactions@state.co.us">led_adminactions@state.co.us</a>	

By: **Alexandra Prichard**  Digitally signed by  
Alexandra Prichard  
Date: 2025.10.08  
11:45:16 -06'00'

Allie Prichard



**COLORADO**  
Department of Revenue  
Specialized Business Group—  
Liquor & Tobacco

Physical Address:  
1707 Cole Blvd., Ste. 300  
Lakewood, CO 80401

Mailing Address:  
Colorado Liquor Enforcement Division  
P.O. Box 17087  
Denver, CO 80217-0087

June 6, 2025

Crested Butte Grocery LLC  
d/b/a Clark's Market  
500 Belleview Avenue  
Crested Butte, CO 81224  
[cb\\_manager@clarksmarket.com](mailto:cb_manager@clarksmarket.com)  
[jim@clarksmarket.com](mailto:jim@clarksmarket.com)  
[Alicia@clarksmarket.com](mailto:Alicia@clarksmarket.com)

Dear Licensee:

Attached is the proposed Stipulation, Agreement, and Order (“Order”) regarding allegation(s) of violation(s) of the Colorado Liquor Code by your licensed entity. The attached Order is subject to the provisions of Rule 408 of the Colorado Rules of Evidence as an offer in compromise and statements made in compromise negotiations. This Order has important legal consequences. Please carefully read the terms of the Order. You should consider consulting legal counsel to advise you.

You may resolve this matter by signing and returning the attached Order and stated fine to the Liquor Enforcement Division (“Division”) using the address above or email the executed order to [led\\_adminactions@state.co.us](mailto:led_adminactions@state.co.us). To exercise this option, the Division must receive the signed Order and fine payment by the date on the Order. The fine is due on the date specified within the Order and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed. The associated fine may be paid by Certified Check or Cashier’s check mailed to the mailing address above or paid online at: <https://secure.colorado.gov/payment/liquor>. If the Division does not receive the signed Order and payment by that time, the offer to settle expires, and the terms and conditions presented and offered in the attached Order become null and void. If you fail to respond by the date in the Order, or if you do not agree to the terms of the Order, an Order to Show Cause will be issued, and a hearing will be scheduled to determine the merits of the allegations contained in the Order. Should an Order to Show Cause be issued and the matter proceed to hearing, the Division may seek up to the maximum penalty allowed by law, if warranted by the circumstances.

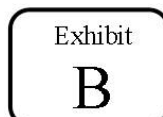
The Order contains a proposed suspension time with proposed suspension dates, along with an established fine amount to be paid in lieu of the active suspension time. The suspension dates are negotiable, but the fine amount is not. The fine is due on the date specified within the Order, and needs to be submitted at the same time as the signed Order so your fine can be appropriately processed.

To discuss matters relating to this notice and the attached Order, you should contact [led\\_adminactions@state.co.us](mailto:led_adminactions@state.co.us) within ten (10) days of the date of this notice.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Stone-Principato".

Michelle Stone-Principato  
Division Director  
Liquor Enforcement Division



BEFORE THE EXECUTIVE DIRECTOR, DEPARTMENT OF REVENUE

STATE OF COLORADO

---

STIPULATION, AGREEMENT, AND ORDER  
SA 25-GJ-108

---

IN THE MATTER OF:

**CRESTED BUTTE GROCERY LLC  
D/B/A CLARK'S MARKET  
500 BELLEVIEW AVENUE  
CRESTED BUTTE, CO 81224**

**Fermented Malt Beverage and Wine (city) License No. 04-00825**

---

The State of Colorado, Liquor Enforcement Division ("Division") and Crested Butte Grocery LLC, D/B/A Clark's Market, 500 Belleview Avenue, Crested Butte, CO 81224 ("Licensee") hereby stipulate and agree as follows:

1. Licensee has been the subject of an investigation conducted by the Division. Agents of the Division allege violation of the Colorado Liquor Code, Sections 44-3-901(1)(b)(I), and 44-3-901(11).

IT IS ALLEGED THAT:

- A. On May 5, 2025, the Licensee, by and through its employee/agent, Rodney Morrill, permitted the selling, serving, giving, or procuring of an alcohol beverage ( a 300 mL bottle of Hakutsuro Sake - Vinous Liquor) to 24FGJ18079, a nineteen-year-old Liquor Enforcement Division underage purchaser.
  - B. Rodney Morrill failed to verify that the consumer was at least twenty-one years of age by requiring the consumer to present a valid identification and who appeared to be under the age of fifty (50).
2. Licensee acknowledges receipt of sufficient notice, advisement of rights, and process of the proceedings and wishes to resolve all issues which were the subject of the investigation, by entering into this Stipulation, Agreement, and Order ("Order").
  3. The Division and Licensee have discussed the merits of the investigation and allegations, and they have come to a mutual agreement and understanding to jointly propose to the State Licensing Authority a resolution of the allegations in lieu of proceeding to the issuance by the State Licensing Authority of an Order to Show Cause and conducting a

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 2

hearing to determine the merits of such allegations. The terms and conditions of this Order are subject to approval by the State Licensing Authority.

4. Licensee admits the violations as alleged above in paragraph 1.
5. Licensee agrees, in lieu of the issuance of an Order to Show Cause, and subsequent proceedings, to submit to the following sanctions:
  - A. A **seven (7) day** suspension of Licensee's **Fermented Malt Beverage and Wine (city) License** to take place as follows:
    - i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **July 11, 2025**, until 11:59 p.m. on **July 13, 2025**.
    - ii. During any period of active license suspension, Licensee shall post signs on its premises in compliance with Regulation 47-600(F), 1 C.C.R. 203-2.
    - iii. **Four (4) days** of the suspension to be held in abeyance for a period of one (1) year, from the date of approval of this agreement by the state licensing authority, pending no further violations of the Colorado Liquor Code Section 44-3-901(1)(b)(I), C.R.S., during this period.
6. The Licensee has filed a written petition to the Division in accordance with 44-3-601(3), C.R.S. requesting that the Licensee be allowed to pay a fine in lieu of active suspension in paragraph 5(A)(i). The Division finds that the petition supports the following:
  - A. That the public welfare and morals would not be impaired by permitting the Licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and
  - B. That the books and records of the Licensee are kept in such a manner that loss of sales of alcohol beverages which the Licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.
7. The parties agree that the fine shall be the equivalent of twenty percent (20%) of the Licensee's estimated gross revenues from the sales of alcohol beverages during a period of three (3) days, except that the fine shall not be less than five hundred dollars (\$500.00) nor more than one-hundred thousand dollars (\$100,000.00). The parties agree that the average days' sales for the month of **May 2025** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **\$574.79**.

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 3

- A. Payment of the fine pursuant to the provisions of this agreement shall either be made online at <https://secure.colorado.gov/payment/liquor>, select Administrative Action Fee or Fine and include the amount listed above or shall be in the form of a **certified check or a cashier's check** made payable to the Colorado Department of Revenue. Said fine shall be paid and mailed to the Department of Revenue, Attn: Liquor Enforcement Division, P.O. Box 17087, Denver, Colorado 80217-0087, on or before **June 27, 2025.**
  - B. Upon the timely payment of the fine agreed upon in this paragraph, Licensee's three (3) day suspension as set forth in paragraph 5(A)(i) of this stipulation and agreement shall be deemed automatically permanently stayed.
  - C. If the Licensee fails to make payment in a timely manner as detailed in this paragraph, the full three (3) day suspension shall be served as detailed in paragraph 5.
8. This Order shall be admissible as evidence in future proceedings concerning any alleged violation of this Order. The matters at issue in said future proceeding shall be limited to the question of whether or not Licensee has failed to comply with the terms of this Order. Any issues relating to the underlying complaint or investigation that formed the basis for action against Licensee (and any defenses that Licensee may have to such complaint and investigation) shall specifically not be at issue in the proceeding against Licensee for failing to comply with the terms of this Order. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are proven, or Licensee enters into a stipulation in lieu of hearing in which it admits such allegations, the State Licensing Authority shall, in addition to any other penalty imposed, order Licensee to serve all or any days of suspension presently held in abeyance pursuant to this agreement. In the event an alleged violation of this Order is taken to hearing and the State Licensing Authority determines that the allegations are unproven, then the Division shall take no further action and this Order shall remain operative and in full force and effect.
  9. Upon execution by all parties, this Order and all its terms shall have the same force and effect as an order entered after a formal hearing pursuant to § 44-3-601, C.R.S., except that it may not be appealed. Failure to comply with the terms of this Order may be sanctioned by the State Licensing Authority as set forth in §§44-3-103(19)(b) and 44-3-601, C.R.S.
  10. Licensee expressly agrees and acknowledges that Licensee has entered into this Order knowingly and voluntarily. Licensee acknowledges that the terms of this Order were mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature,

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 4

meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained or pursued by Licensee asserting the invalidity in any manner of this Order.

11. Upon execution by all parties, this Order shall represent the entire and final agreement of the parties. In the event that any provision of this Order is deemed unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remainder of this Order shall be given full force and effect.
12. Licensee understands and knowingly and voluntarily enters into this Order. Licensee further understands and knowingly and voluntarily waives the following rights:
  - A. The right to a formal disciplinary hearing on the merits of the matters forming the basis of this Order and the right to require the State Licensing Authority to meet its burden of proof in a formal hearing;
  - B. The right to cross-examine all witnesses against Licensee at a formal hearing;
  - C. The right to subpoena witnesses, present evidence and to testify on Licensee's own behalf at a formal hearing;
  - D. The right to be represented by counsel of Licensee's own choosing and at Licensee's expense at any stage of this proceeding;
  - E. The right to engage in pre-hearing discovery of the State Licensing Authority's evidence; and
  - F. The right to appeal this Order.
13. All the costs and expenses incurred by Licensee to comply with this Order shall be the sole responsibility of the Licensee, and shall not in any way be the obligation of the Division.
14. This Order shall be effective on the date approved and ordered by the Executive Director of the Department of Revenue, as the State Licensing Authority. Should the State Licensing Authority reject the terms hereof, Respondent's admissions herein shall be withdrawn, and the matter scheduled for a hearing after issuance of an Order to Show Cause.
15. Upon approval and order of the State Licensing Authority, this Order shall become a permanent part of the record, and shall be open to public inspection and published pursuant to the Division's standard policies and procedures or applicable law.

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 5

Christine Schmid as proxy for Michelle Stone-Principato  
Digitally signed by Christine Schmid as proxy for Michelle Stone-Principato  
Date: 2025.06.12 07:53:27 -06'00'

Michelle Stone-Principato  
Division Director  
Liquor Enforcement Division



Tom Clark, Jr.  
Crested Butte Grocery LLC



Date

**APPROVED and ORDERED** as dated in the Electronic Signature below.

Heidi Humphreys  
Digitally signed by Heidi Humphreys  
Date: 2025.06.24 16:02:09 -06'00'

Heidi Humphreys  
Executive Director/CEO  
Department of Revenue  
State Licensing Authority

*Telecopy or electronic versions of this stipulation which contain telecopy facsimiles of signatures shall be deemed duplicate executed originals of this stipulation. This stipulation may be executed in counterparts and delivered by facsimile, U.S. Mail (or private carrier), or .pdf transmission.*

Stipulation, Agreement, and Order  
Clark's Market  
Grand Junction Office  
Page 6

**CERTIFICATE OF SERVICE**

I hereby certify that a true and accurate copy of the foregoing **STIPULATION, AGREEMENT, AND ORDER** was placed in the United States Mail on the date in the electronic signature below, addressed as follows:

<p><u>Licensee Business Address</u> Crested Butte Grocery LLC d/b/a Clark's Market 500 Belleview Avenue Crested Butte, CO 81224 <a href="mailto:cb_manager@clarksmarket.com">cb_manager@clarksmarket.com</a> <a href="mailto:jim@clarksmarket.com">jim@clarksmarket.com</a> <a href="mailto:Alicia@clarksmarket.com">Alicia@clarksmarket.com</a></p> <p>Fermented Malt Beverage and Wine (city) License No. 04-00825</p>	<p><u>Licensee Mailing Address</u> Crested Butte Grocery LLC d/b/a Clark's Market 818 South Main Street Blanding, UT 84511 <a href="mailto:cb_manager@clarksmarket.com">cb_manager@clarksmarket.com</a> <a href="mailto:jim@clarksmarket.com">jim@clarksmarket.com</a> <a href="mailto:Alicia@clarksmarket.com">Alicia@clarksmarket.com</a></p>
<p>Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 <a href="mailto:led_adminactions@state.co.us">led_adminactions@state.co.us</a></p>	

By: Alexandra Prichard  
Allie Prichard

Digitally signed by  
Alexandra Prichard  
Date: 2025.06.30  
12:30:35 -06'00'

**Renewal Application (continued)**  
**Norwood Grocery LLC**

**Q. 8 – Other License Ownership**

The applicant's ownership currently has interest in the following Colorado liquor licenses:

Battlement Grocery, LLC d/b/a Clark's Market  
71 Sipprelle Drive, Parachute, CO 81634  
Fermented Malt Beverage (County) License - #04-01231

Crested Butte Grocery LLC d/b/a Clark's Market  
500 Belleview Avenue, Crested Butte, CO 81224  
Fermented Malt Beverage (City) License - #04-00825

Lowry Grocery, LLC d/b/a Clark's Market  
7059 E. Lowry Boulevard, Suite 102, Denver, CO 80224  
Liquor Store (City) License - #03-20250

Meeker Grocery, LLC d/b/a Watt Ranch Market / Clark's Market  
271 East Market Street, Meeker, CO 81641  
Fermented Malt Beverage On/Off (City) - #04-02061

Clark's Market Inc.  
215 South Monarch Street, Aspen, CO 81611  
Master File (Business) - #03-22800

DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

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

I, Tom Clark, Jr.

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter “Waiver”) on behalf of

(the “Applicant/Licensee”)

Norwood Grocery LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

Norwood Grocery LLC

Social Security Number/Tax Identification Number

84-1351607

Home Phone Number

Business/Work Phone Number

(970) 327-4211

Street Address

1435 Grand Avenue

City

Norwood

State

CO

ZIP Code

81423

Printed name of person signing on behalf of the Applicant/Licensee

Tom Clark, Jr.

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

*Tom Clark*

Date Signed

4/15/2026

**Privacy Act Statement**

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

# Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social     Athletic     Philanthropic Institution  
 Fraternal     Chartered Branch, Lodge or Chapter     Political Candidate  
 Patriotic     National Organization or Society     Municipality Owned Arts Facilities  
 Political     Religious Institution     Chamber of Commerce

### LIAB    Type of Special Event Applicant is Applying for:

- 2110     Malt, Vinous And Spirituous Liquor    \$25.00 Per Day  
2170     Fermented Malt Beverage    \$10.00 Per Day

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Mailing Address of Organization or Political Candidate

City

State

ZIP Code

Address of Place to Have Special Event

City

State

ZIP Code

Authorized Representative of Qualifying Organization or Political Candidate

Date of Birth (MM/DD/YY)

Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City

State

ZIP Code

Event Manager

Liza Tanguay

Date of Birth (MM/DD/YY)

4/8/62

Phone Number

970-708-8042

Event Manager Home Address

1420 S. Pine St.

City

Norwood

State

Co

ZIP Code

81423

Email Address of Event Manager

director@norwoodparkandrec.org

1. Is the place to have the Special Event located on State-owned property?

Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No  Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No  Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes  No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes  No

6. For Chambers of Commerce - Please list all members participating in the SEP.

List Below the Exact Date(s) for Which Application is Being Made for Permit

①

Date  
25 June 2026  
From: 6:00 PM To: 10:00 PM

②

Date  
26 June 2026  
From: 6:00 PM To: 10:00 PM

③

Date  
27 June 2026  
From: 6:00 PM To: 10:00 PM

④

Date  
4 Aug 2026  
From: 4:30 PM To: 9:00 PM

Date  
From: To:

Date  
From: To:

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# Oath of Applicant

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

Title

Signature

Date (MM/DD/YY)

## Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

City  County

Telephone Number of City/County Clerk

Title

Signature

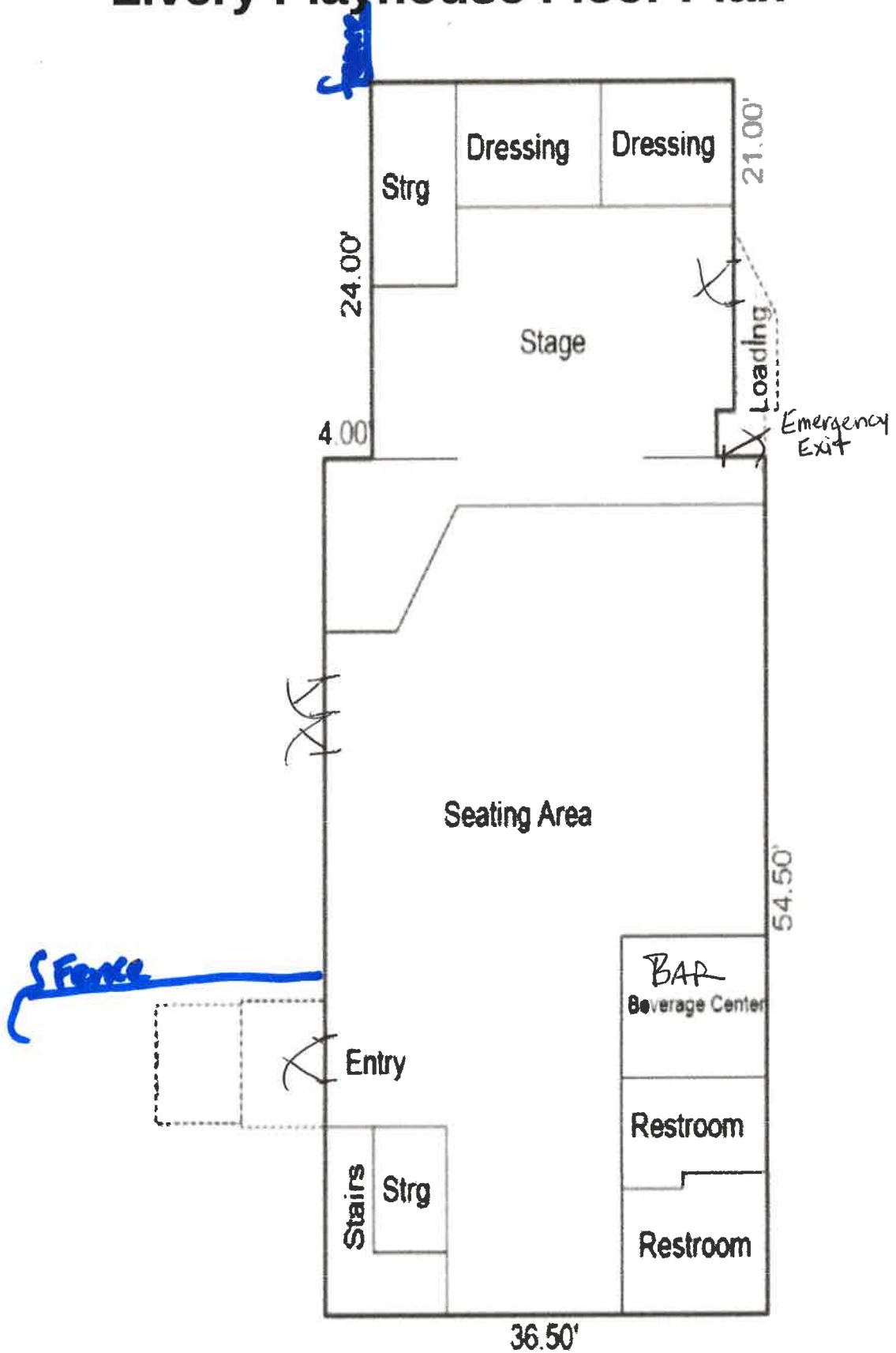
Date (MM/DD/YY)

**Do Not Write in this Space - For Department of Revenue Use Only**

## Liability Information

License Account Number <input type="text"/>	Liability Date <input type="text"/>
State <input type="text"/>	Total <input type="text"/>
-750 (999) \$	.00

# Livery Playhouse Floor Plan

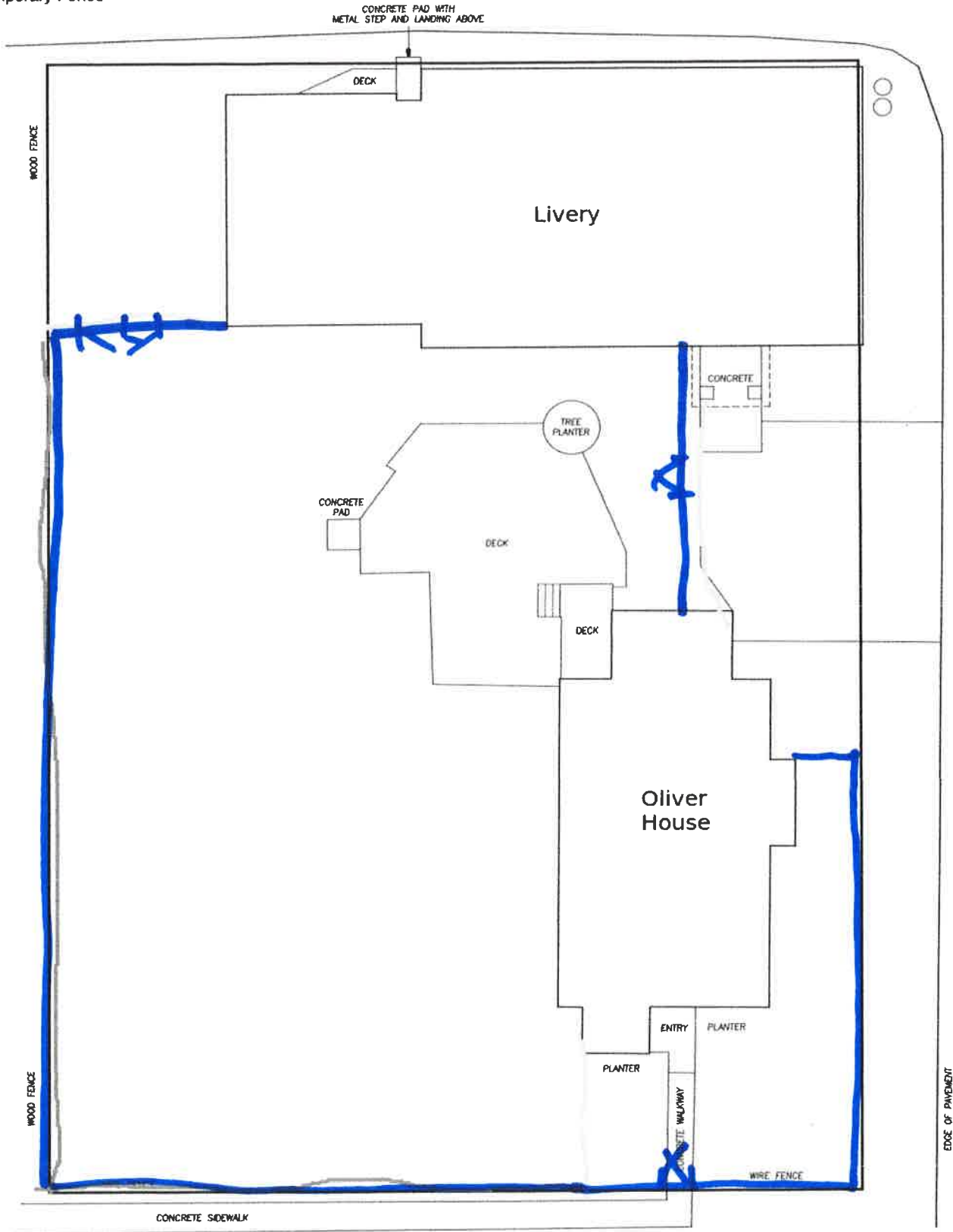


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2

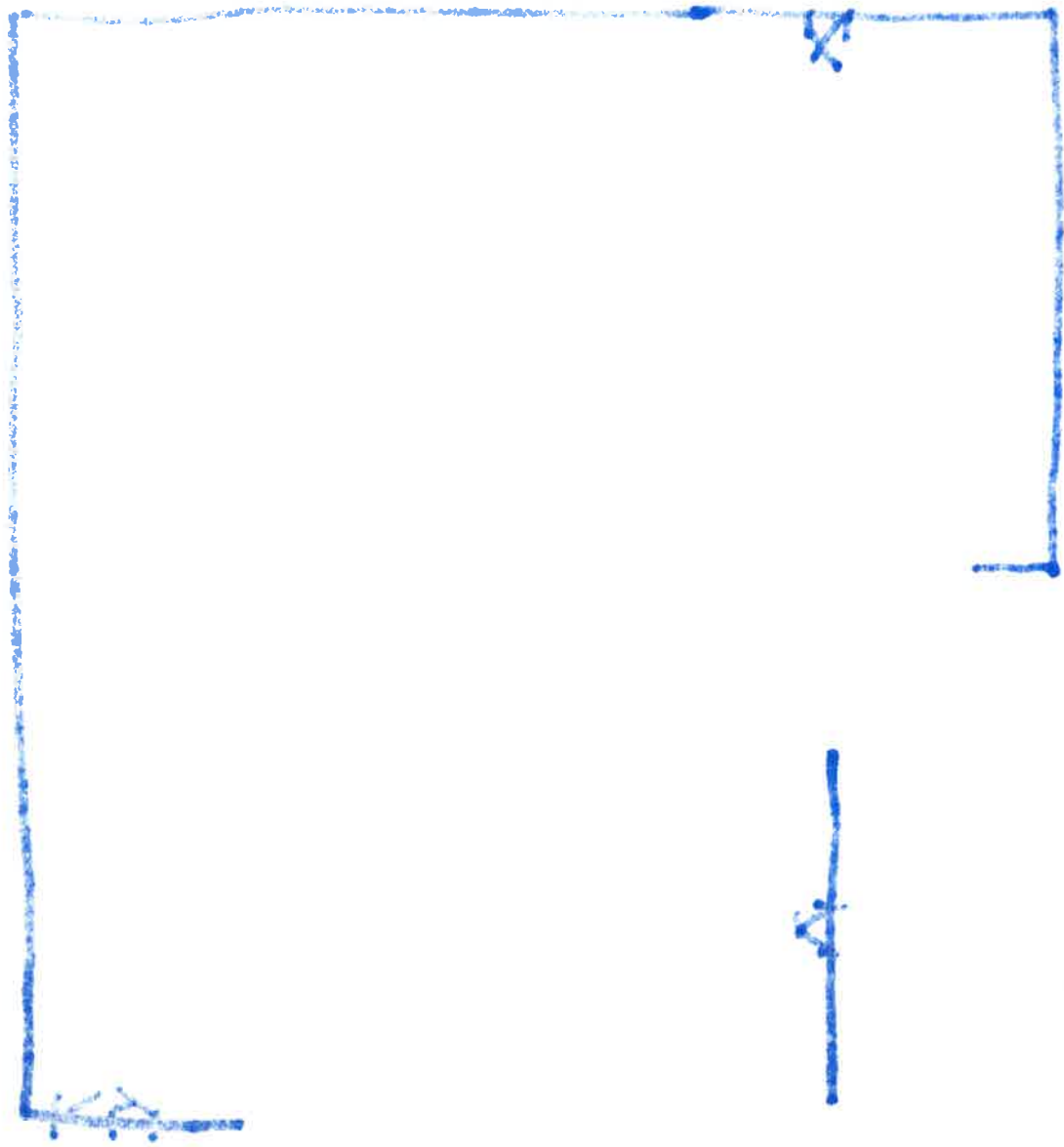
ALLEY

Existing Fence  
Temporary Fence



LUCERNE STREET

SUMMIT STREET



Hand-drawn diagram of a rectangular frame with a vertical bar and a horizontal line.

Colorado Documentary Fee  
\$20.00



State Documentary Fee  
Date: October 29, 2018  
\$20.00

**Warranty Deed**  
(Pursuant to 38-30-113 C.R.S.)

**THIS DEED, made on October 29th, 2018 by CKO ENTERPRISES, LLC, A NEVADA LIMITED LIABILITY COMPANY Grantor(s), of the County of Clark and State of Nevada for the consideration of (\$200,000.00) \*\*\*Two Hundred Thousand and 00/100\*\*\* dollars in hand paid, hereby sells and conveys to NORWOOD PARK AND RECREATION DISTRICT, a Colorado Special District, whose street address is PO BOX 645, NORWOOD, CO 81423-0645, County of San Miguel, and State of Colorado, the following real property in the County of San Miguel, and State of Colorado, to wit:**

See attached "Exhibit A"

also known by street and number as: 1556B SUMMIT STREET, NORWOOD, CO 81423

with all its appurtenances and warrants the title to the same, subject to TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT AND THOSE MATTERS SET FORTH ON EXHIBIT B2 ATTACHED HERETO AND MADE A PART HEREOF.

**CKO ENTERPRISES, LLC, A NEVADA LIMITED LIABILITY COMPANY**

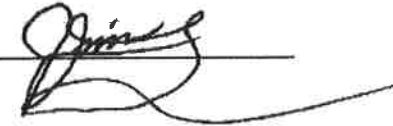
**BY: CKO IRREVOCABLE SPENDTHRIFT TRUST, MANAGER/MEMBER**

By:   
CURTIS ODOM, TRUSTEE

State of Colorado )  
County of Glasgow ) ss.  
)

The foregoing instrument was acknowledged before me on this day of October 29, 2018 by CURTIS ODOM AS TRUSTEE OF CKO IRREVOCABLE SPENDTHRIFT TRUST, MANAGER/MEMBER OF CKO ENTERPRISES, LLC, A NEVADA LIMITED LIABILITY COMPANY.

Witness my hand and official seal

My Commission expires: 11/13/2019   
Notary Public

JAIRO ISAI GARCIA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20154044469  
MY COMMISSION EXPIRES NOVEMBER 13, 2019

When recorded return to: **NORWOOD PARK AND RECREATION DISTRICT  
PO BOX 645, NORWOOD, CO 81423-0645**



**Exhibit A**

UNIT 2, NORWOOD LIVERY CONDOMINIUMS, ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORWOOD LIVERY CONDOMINIUMS RECORDED AUGUST 8, 2008 UNDER RECEPTION NO. 403186, AND AS AMENDED IN INSTRUMENT RECORDED 11-1-2013 UNDER RECEPTION NO. 455642 AND ACCORDING TO THE PLAT FOR NORWOOD LIVERY CONDOMINIUMS RECORDED AUGUST 8, 2008 IN PLAT BOOK 1 AT PAGE 3882.

# Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- Appropriate fee. ~~\$~~100 + 100
  - Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions. **Note:** If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
  - Copy of deed, lease, or written permission of owner for use of the premises.
  - Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
  - If not incorporated, a NONPROFIT charter; **or**
  - If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.
- 
- Application must first be submitted to the Local Licensing Authority (city or county) at least thirty (30) days prior to the event.
  - Public notice of the proposed event and procedure for protesting issuance of the permit shall be conspicuously posted at the proposed location for at least (10) days before approval of the permit by Local Licensing Authority. (44-5-106 C.R.S.)
  - State Licensing Authority must be notified of approved applications by Local Licensing Authorities within ten (10) days of approval.
  - Check payable to the Colorado Department Of Revenue

## Qualifications for Special Events Permit

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.



# Colorado Liquor Retail License Application

\* **Note that the Division will not accept cash**  Paid by Check **Date Uploaded to MoveIt**  
 Paid Online

**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)

Applicant is applying as a/an  Individual  Limited Liability Company  Association or Other  
 Corporation  Partnership (includes Limited Liability and Spouse or Partner in a Civil Union)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Hot Beans LLC

FEIN Number

88-2327984

State Sales Tax Number

95383996-0000

Trade Name of Establishment (DBA)

Dark Sky Cafe

Business Telephone

970-508-3543

Address of Premises (specify exact location of premises, include suite/unit numbers)

1615 Grand Avenue

City County State ZIP Code

Norwood

San Miguel

CO

81423

Mailing Address (Number and Street)

PO Box 487

City or Town State ZIP Code

Norwood

CO

81423

Email Address

darkskycafe@gmail.com

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

Present Trade Name of Establishment (DBA)

Present State License Number

Present Class of License

Present Expiration Date

**Section A Nonrefundable application fees\***

- Application Fee for New License.....\$1,100.00
- Application Fee for New License with Concurrent Review.....\$1,200.00
- Application Fee for Transfer.....\$1,100.00

**Section B Liquor License Fees\***

- |  |            |  |       |          |
|--|------------|--|-------|----------|
| <input type="checkbox"/> Add Optional Premises to H & R.....                                   | \$100.00 X |  | Total |          |
| <input checked="" type="checkbox"/> Add Sidewalk Service Area.....                             |            |  |       | \$75.00  |
| <input type="checkbox"/> Arts License (City).....  |            |  |       | \$308.75 |
| <input type="checkbox"/> Arts License (County).....  |            |  |       | \$308.75 |
| <input type="checkbox"/> Beer and Wine License (City).....                                     |            |  |       | \$351.25 |
| <input type="checkbox"/> Beer and Wine License (County).....                                   |            |  |       | \$436.25 |
| <input type="checkbox"/> Brew Pub License (City).....  |            |  |       | \$750.00 |
| <input type="checkbox"/> Brew Pub License (County).....  |            |  |       | \$750.00 |
| <input type="checkbox"/> Campus Liquor Complex (City).....                                     |            |  |       | \$500.00 |
| <input type="checkbox"/> Campus Liquor Complex (County).....                                   |            |  |       | \$500.00 |
| <input type="checkbox"/> Campus Liquor Complex (State).....                                    |            |  |       | \$500.00 |
| <input type="checkbox"/> Club License (City).....  |            |  |       | \$308.75 |
| <input type="checkbox"/> Club License (County).....  |            |  |       | \$308.75 |
| <input type="checkbox"/> Distillery Pub License (City).....                                    |            |  |       | \$750.00 |
| <input type="checkbox"/> Distillery Pub License (County).....                                  |            |  |       | \$750.00 |
| <input type="checkbox"/> Entertainment Facility License (City).....                            |            |  |       | \$500.00 |
| <input type="checkbox"/> Entertainment Facility License (County).....                          |            |  |       | \$500.00 |
| <input checked="" 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 with one optional premises (City).....   |            |  |       | \$600.00 |
| <input type="checkbox"/> Hotel and Restaurant License with one optional 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 Facility License (City).....                                  |            |  |       | \$500.00 |
| <input type="checkbox"/> Lodging Facility License (County).....                                |            |  |       | \$500.00 |

**Section B Liquor License Fees\* (Continued)**

<input type="checkbox"/> Manager Registration - H & R.....	\$30.00
<input type="checkbox"/> Manager Registration - Tavern.....	\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....	\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex.....	\$30.00
<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 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

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

**Liability Information**

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$

# Application Documents Checklist and Worksheet

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

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

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

---

## I. Applicant information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Return originals to local authority (additional items may be required by the local licensing authority)
- All sections of the application need to be completed
- Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

## II. Diagram of the premises

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- Separate diagram for each floor (if multiple levels)
- Return originals to local authority (additional items may be required by the local licensing authority)
- Kitchen - identified if Hotel and Restaurant
- Bold/Outlined Licensed Premises

## III. Proof of property possession (One Year Needed)

- Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

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

- Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State

**Do not complete fingerprint cards prior to submitting your application.**

The Vendors are as follows:

**IdentoGO**

Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>

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

IdentoGO FAQs: <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/biometric-identification-and-records-unit-faqs>

State Liquor Code for IdentoGO: 25YQHT

**Colorado Fingerprinting**

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

Phone: 720-292-2722 833-224-2227 (toll free)

State Liquor Code for Colorado Fingerprinting: C030LIQI

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (Copies to also be attached)

#### V. Sole proprietor/Spouse or partners in a civil union (if applicable)

- Form DR 4679 Lawful Presence Affidavit
- Copy of State issued Driver's License or Colorado Identification Card for each applicant

#### VI. Corporate applicant information (if applicable)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

#### VII. Partnership applicant information (if applicable)

- Partnership Agreement (general or limited).
- Certificate of Good Standing

#### VIII. Limited Liability Company applicant information (if applicable)

- Copy of articles of organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

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

- \$30.00 fee
- If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?.....  Yes  No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
- a. Been denied an alcohol beverage license?.....  Yes  No
  - b. Had an alcohol beverage license suspended or revoked?.....  Yes  No
  - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?.....  Yes  No

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

3. 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?.....  Yes  No

If "yes", explain in detail.

4. 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?.....  Yes  No
- or

Waiver by local ordinance?  Yes  No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....  Yes  No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....  Yes  No

For additional Retail Liquor Store only.

a. Was your Retail Liquor Store License issued on or before January 1, 2016?....  Yes  No

b. Are you a Colorado resident?.....  Yes  No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.....  Yes  No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?.....  Yes  No

Ownership  Lease  Other (Explain in detail)

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>	<input style="width: 100%; height: 100%;" type="text"/>

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9.....  Yes  No

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 8½" X 11".

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

Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Last Name		First Name	
<input type="text"/>		<input type="text"/>	
Date of Birth (MM/DD/YY)	FEIN or SSN Number	Interest/Percentage	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

**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.**

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises: Has a local ordinance or resolution authorizing optional premises been adopted?.....  Yes  No

Number of additional Optional Premise areas requested. (See license fee chart)

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.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's L L D S premise?.....  Yes  No

**If "yes" a copy of license must be attached.**

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

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

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

c. How long has the club been incorporated?.....

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

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

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

14. Campus Liquor Complex applicants answer the following:

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

b. Is the applicant a person who contracts with the institution of higher education to provide food services?.....  Yes  No

**If "yes" please provide a copy of the contract with the institution of higher education to provide food services.**

15. For all on-premises applicants.

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

Last Name of Manager

First Name of Manager

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

Name

Type of License

Account Number

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

- a. Is the related facility located within the boundaries of the Campus Liquor Complex?.....**  Yes  No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

**b. Designated Manager for Related Facility - Campus Liquor Complex**

Last Name of Manager

First Name of Manager

**18. Entertainment Facility License**

- If Applicant is applying for an Entertainment Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:.....  Yes  No

Pursuant to 44-3-103(15.5) C.R.S., an Entertainment Facility means an establishment in which the primary business is to provide the public with sports or entertainment activities within its licensed premises; and that, incidental to its primary business, sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

- If Applicant is applying for a Lodging Facility License, you affirm that your business model and aligns with the statutory privileges and requirements:.....  Yes  No

Pursuant to 44-3-103(29) C.R.S., a Lodging Facility means an establishment in which the primary business is to provide the public with sleeping rooms and meeting facilities; and that sells and serves alcohol beverages at retail for consumption on the licensed premises; and has sandwiches and light snacks available for consumption on the licensed premises.

**19. Tax Information.**

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

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....**  Yes  No

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

Name	Date of Birth (MM/DD/YY)
Jaime Schultz	01/04/1980

Street Address

1715 Summit Street

City	State	ZIP Code	Position	% Owned
Norwood	CO	81423	owner	50

Name	Date of Birth (MM/DD/YY)
Jeffrey Perce	06/05/1975

Street Address

1715 Summit Street

City	State	ZIP Code	Position	% Owned
Norwood	CO	81423	owner/chef	50

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

Name	Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	% Owned

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

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

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

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

I would like to apply for a Two-Year Renewal.....  Yes  No

### Oath Of Applicant

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

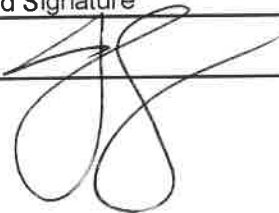
Printed Name

jaime schultz

Title

owner

Authorized Signature



Date (MM/DD/YY)

4/1/2026

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

I, Jaime Schultz

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter  
"Waiver") on behalf of

(the "Applicant/Licensee")

Hot Beans LLC DBA Dark Sky Cafe

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

Hot Beans LLC DBA Dark Sky Cafe

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

808-364-0564

970-508-3543

Street Address

1615 Grand Aveue

City

State

ZIP Code

Norwood

CO

81423

Printed name of person signing on behalf of the Applicant/Licensee

Jaime Schultz

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

4/1/26

### Privacy Act Statement

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

4/1/2026

Hot Beans LLC DBA Dark Sky Cafe  
1615 Grand Avenue  
Norwood, CO 81423  
970-508-3543  
Owner cell: 808-364-0564  
darkskypie@gmail.com

Town of Norwood, CO  
1670 Naturita St.  
P.O. Box 528  
Norwood, CO 81423  
970-327-4288

Attn; Town Clerk Sidney Ross  
Town Manager Sara Owens  
Mayor Candy Meehan  
Norwood Town Board of Trustees

I am writing today to request written permission to conduct sales of beer, wine, and liquor to patrons requesting service at our outdoor tables, which are located on the public sidewalk in front of the restaurant, and which are permanently attached to the building.

Thank you for your consideration.

A handwritten signature in black ink, appearing to be 'Jaime Schultz', written over a printed name and title.

Jaime Schultz  
Owner, Hot Beans LLC

GRAND AVENUE

OUTDOOR Table 1

OUTDOOR Table 2

FRONT DOOR

DINING

DINING

KITCHEN

BACK DOOR NOT ACCESSIBLE TO PUBLIC

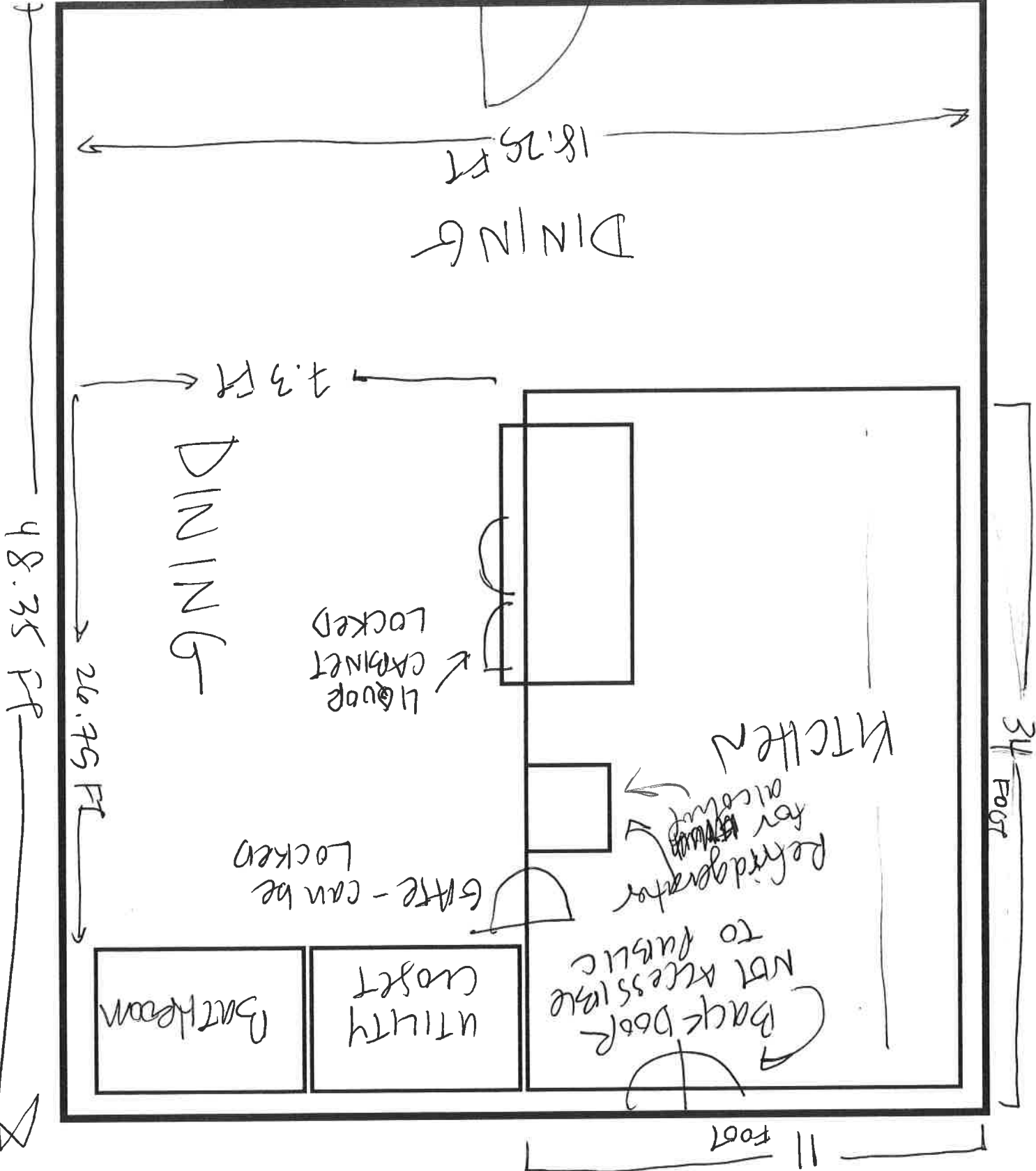
Refrigerator for ~~customer~~ also

GATE - can be locked

LIQUOR CABINET LOCKED

BATHROOM

UTILITY CLOSET



HOT BEAMIES LLC DBA DARK SKY CAFE

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,

Hot Beanies LLC

is a

Limited Liability Company

formed or registered on 04/24/2022 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20221410508 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/31/2026 that have been posted, and by documents delivered to this office electronically through 04/01/2026 @ 13:44:09 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/01/2026 @ 13:44:09 in accordance with applicable law. This certificate is assigned Confirmation Number 18390572 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

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



**Articles of Organization for a Limited Liability Company**

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

**The domestic entity name of the limited liability company is** Hot Beans LLC

**The principal office street address is** 1715 Summit St  
Norwood CO 81423-5164  
US

**The principal office mailing address is** PO Box 487  
Norwood CO 81423-0487  
US

**The name of the registered agent is** Jaime Schultz

**The registered agent's street address is** 1715 Summit St  
Norwood CO 81423-5164  
US

**The registered agent's mailing address is** PO Box 487  
Norwood CO 81423-0487  
US

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

**The management of the limited liability company is vested in** Members

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

**Person(s) forming the limited liability company**

Jaime Schultz  
1715 Summit St  
Norwood CO 81423-5164  
US

Jeffrey Perce  
1715 Summit St  
Norwood CO 81423-5164  
US

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

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

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

Jaime Schultz  
1715 Summit St  
Norwood CO 81423-5164  
US

Jeffrey Perce  
1715 Summit St  
Norwood CO 81423-5164  
US

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF DOCUMENT FILED**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Statement of Trade Name

with Document # 20251984541 of

Dark Sky Cafe

(Entity ID # 20251984541 )

filed by Hot Beans LLC  
consisting of 3 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/31/2026 that have been posted, and by documents delivered to this office electronically through 04/01/2026 @13:45:17.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/01/2026 @13:45:17 in accordance with applicable law. This certificate is assigned Confirmation Number 18390581



*Jena Griswold*

Secretary of State of the State of Colorado

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



Business Program  
 Colorado Secretary of State  
 1700 Broadway, Ste. 550 Denver, CO 80290  
 Phone: 303-894-2200  
 Email: [Business@coloradosos.gov](mailto:Business@coloradosos.gov)



Fax: 303-869-4864  
 Website: [www.coloradosos.gov](http://www.coloradosos.gov)

Colorado Secretary of State  
 ID#: 20251984541  
 Document #: 20251984541  
 Filed on: 09/08/2025 12:26:44 PM  
 Paid: \$20.00

## Statement of Trade Name of a Reporting Entity

Filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

### Section 1 – ID Number, True Name, Form of Entity, and Jurisdiction

For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are:

ID Number:

20221410508

True name:

Hot Beanies LLC

Form of entity:

Limited Liability Company

Jurisdiction:

Colorado

### Section 2 – Trade name

The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is:

Dark Sky Cafe

### Section 3 – Brief description

A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is:

Restaurant

### Section 4 – Additional information

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

This document contains additional information as provided by law.

## Section 5 – Delayed effective date (if applicable)

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

Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. If you don't enter a specific time, the filing will take effect at 11:59 PM. Times are MST/MDT.

## Section 6 – Notice of perjury

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 such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such 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 identified in this document as one who has caused it to be delivered.

## Section 7 – Filer's information

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

Last name	First name	Middle	Suffix
Schultz	Jaime	k	

Address 1  
PO Box 487

Address 2

City	State	ZIP code
Norwood	CO	81423

Province (if applicable)	Country
	United States

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.

## Section 8 – 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).



# Special Warranty Deed

(Pursuant to C.R.S. 38-30-113(1)(b))

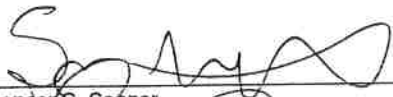
State Documentary Fee  
Date: June 18, 2025  
\$30.00

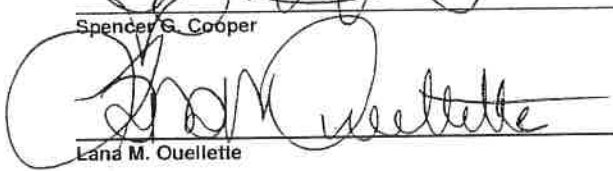
This Deed, effective as of **June 18th, 2025**, signed on the date(s) acknowledged below, by Grantor(s), **SPENCER G. COOPER AND LANA M. OUELLETTE**, whose street address is **8 COLUMBIA WAY, MONTROSE, CO 81401**, City or Town of **MONTROSE**, County of **Montrose** and State of **Colorado**, for the consideration of **(\$300,000.00) \*\*\*Three Hundred Thousand and 00/100\*\*\*** dollars, in hand paid, hereby sell(s) and convey(s) to **HOT BEANIES LLC, A COLORADO LIMITED LIABILITY COMPANY**, as Joint Tenants whose street address is **1715 SUMMIT STREET, NORWOOD, CO 81423**, City or Town of **NORWOOD**, County of **San Miguel** and State of **Colorado**, the following real property in the County of **San Miguel** and State of **Colorado**, to wit:

See attached "Exhibit A"

also known by street and number as: **1615 GRAND AVENUE, NORWOOD, CO 81423**

with all its appurtenances and warrant(s) the title to the same against all persons claiming under me(us), subject to Statutory Exceptions.

  
\_\_\_\_\_  
Spencer G. Cooper

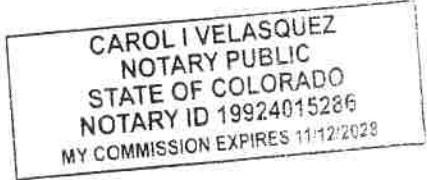
  
\_\_\_\_\_  
Lana M. Ouellette


State of Colorado )  
County of montrose ) ss.

The foregoing instrument was acknowledged before me on this day of June 18th, 2025 by **SPENCER G. COOPER and LANA M. OUELLETTE**

Witness my hand and official seal

My Commission expires: 11-12-2028   
\_\_\_\_\_  
Notary Public



  
When recorded return to: **HOT BEANIES LLC, A COLORADO LIMITED LIABILITY COMPANY**  
**1715 SUMMIT STREET, NORWOOD, CO 81423**  
**PO Box 487**



**Exhibit A**

LOT 15, BLOCK 1 WEST, TOWN OF NORWOOD, ACCORDING TO THE PLAT RECORDED JUNE 26, 1900 IN PLAT BOOK 28 AT PAGE 17, ALSO REFERRED TO AS COPP'S ADDITION TO THE TOWN OF NORWOOD;

LESS AND EXCEPT THE WEST 18 INCHES OF SAID LOT 15, SUCH STRIP EXTENDING 93 FEET AND 6 INCHES NORTH AS MEASURED FROM THE SOUTH END OF SAID LOT 15, AS CONVEYED IN QUITCLAIM DEED RECORDED AUGUST 2, 2002 UNDER RECEPTION NO. 350649;

LESS AND EXCEPT THAT PORTION OF SAID LOT 15 BEGINNING AT A POINT WHICH IS THE SOUTHEAST CORNER OF LOT 15, AND RUNNING THENCE AS FOLLOWS:

SOUTH 89°25'44" WEST, 6.26 FEET ALONG THE SOUTH LINE OF SAID LOT 15;

THENCE FOLLOWING THE WEST WALL OF EXISTING BUILDING GENERALLY RUNNING NORTH 00°50'48" EAST, 121.12 FEET TO THE NORTHWEST CORNER OF SAID BUILDING;

THENCE FOLLOWING THE NORTHERLY WALL OF SAID BUILDING SOUTH 89°02'40" EAST, 4.21 FEET TO THE EAST LINE OF SAID LOT 15;

THENCE SOUTH 00°07'36" EAST, 120.97 FEET TO THE POINT OF BEGINNING, AS CONVEYED IN QUIT CLAIM DEED RECORDED JANUARY 24, 2005 UNDER RECEPTION NO. 371940;

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

# Hot Beanies LLC

## COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of July 11, 2022, by and between Spencer Cooper and Lana Ouellette ("Landlord"), and HB LLC ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 900 sq ft commercial real estate and all existing equipment. (the "Premises") located at 1615 Grand Avenue, Norwood, CO 81423.

**TERM.** The lease term will begin on July 11, 2022 and will terminate on July 11, 2024.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly installments of \$1,500.00, payable in advance on the eleventh day of each month. Lease payments shall be made to the Landlord at 8 Columbia Way, Montrose, Colorado 81401. The payment address may be changed from time to time by the Landlord.

*Lease payments for July 11, 2022 & Aug 11 2022 will be \$700*

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**EXCLUSIVITY.** Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

**PROPERTY INSURANCE.** Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$0.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

### MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring
- the air conditioning system

Tenant's obligations for maintenance shall include:

- the parking lot, driveways, and sidewalks, including snow and ice removal
- Tenant will maintain equipment and assure cleanliness with normal wear and tear. Tenant will be responsible for 100 percent of the upfront replacement cost of equipment and the landlord will issue a rent credit of 50 percent of the cost of replacement. Unless another form of reimbursement is agreed upon by both parties. Tenant will retain any novel equipment brought into the establishment.
- all other items of maintenance not specifically delegated to Landlord under this Lease.

**UTILITIES AND SERVICES.** Tenant shall be responsible for all utilities and services incurred in connection with the Premises.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Landlord shall pay all real estate taxes and assessments for the Premises.

**PERSONAL TAXES.** Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and /or use taxes (if any) that may be due in connection with lease payments.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 10 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the most recent rate preceding the Holdover Period. Such holdover shall constitute a month-to-month extension of this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$30.00 for each check that is returned to Landlord for lack of sufficient funds.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary

services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters. However, Tenant shall not by this provision be required to make alterations to the exterior of the building or alterations of a structural nature.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Spencer Cooper and Lana Ouellette  
8 Columbia Way  
Montrose, Colorado 81401

**TENANT:**

HB LLC  
1615 Grand Avenue  
Norwood, CO 81423

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Colorado.

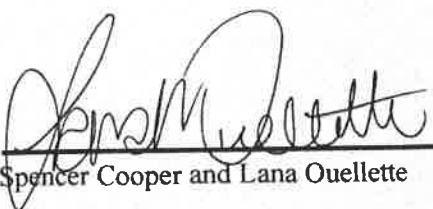
**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.


**BINDING EFFECT.** The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

**LANDLORD:**

By:   
Spencer Cooper and Lana Ouellette

Date: 7/11/22

**TENANT:  
HB LLC**

By:   
Jaime Katherine

Date: 7/11/22

## Individual History Record

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

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

Name of Business

Hot Beans LLC DBA Dark Sky Cafe

Home Phone Number

503-933-6209

Cellular Number

Your Full Name (last, first, middle)

Perce, Jeffrey Bryan

List any other names you have used

Mailing address (if different from residence)

PO Box 487, Norwood CO 81423

Email Address

jbperce@gmail.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

1715 Summit Street

Current City, State, ZIP

Norwood, CO 81423

From:

12/2017

To:

current

Previous Street and Number

Previous City, State, ZIP

From:

To:

**Individual History Record (Continued)**

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

Hot Beans LLC

Address (Street, Number, City, State, ZIP)

1615 Grand Avenue, Norwood CO 81423

Position Held

Owner/ chef

From:

9/2022

To:

current

Name of Employer or Business

Goodall, LLC DBA 221 South Oak

Address (Street, Number, City, State, ZIP)

221 South Oak, Telluride CO 81435

Position Held

line cook

From:

12/2017

To:

04/2022

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

**Individual History Record (Continued)**

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? .....  Yes  No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?.....  Yes  No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?.....  Yes  No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?.....  Yes  No

(If yes, answer in detail.)

**Individual History Record (Continued)**

8. Have you ever had any professional license suspended, revoked, or denied?.....  Yes  No

(If yes, answer in detail.)

**Personal and Financial Information**

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

Date of Birth	Social Security Number	Place of Birth		
06/05/1975	[REDACTED]	Albuquerque		
U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where	When		
Name of District Court	Naturalization Certificate Number	Date of Certification		
If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number			
Height	Weight	Hair Color	Eye Color	Gender
5'8	180	bald (brown)	blue	male

Do you have a current Driver's License/ID? If so, give number and state.....  Yes  No

Driver's License Number	Driver's License State
96-157-0931	CO

**Financial Information**

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

**NOTE: If corporate investment only, please skip to and complete question 12**  
**NOTE: Question 10 should reflect the total of questions 11 and 13**

**Personal and Financial Information (Continued)**

**11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

Type: Cash, Services or Equipment	Account Type
<input type="text"/>	<input type="text"/>
Bank Name	Amount
<input type="text"/>	<input type="text"/>
Type: Cash, Services or Equipment	Account Type
<input type="text"/>	<input type="text"/>
Bank Name	Amount
<input type="text"/>	<input type="text"/>
Type: Cash, Services or Equipment	Account Type
<input type="text"/>	<input type="text"/>
Bank Name	Amount
<input type="text"/>	<input type="text"/>
Type: Cash, Services or Equipment	Account Type
<input type="text"/>	<input type="text"/>
Bank Name	Amount
<input type="text"/>	<input type="text"/>

**12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

Type: Cash, Services or Equipment	Loans	Account Type
<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank Name	Amount	
<input type="text"/>	<input type="text"/>	
Type: Cash, Services or Equipment	Loans	Account Type
<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank Name	Amount	
<input type="text"/>	<input type="text"/>	
Type: Cash, Services or Equipment	Loans	Account Type
<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank Name	Amount	
<input type="text"/>	<input type="text"/>	

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

Name of Lender	Address
<input type="text"/>	<input type="text"/>
Term	Security
<input type="text"/>	<input type="text"/>
Amount	
<input type="text"/>	

**Personal and Financial Information (Continued)**

Name of Lender	Address
<input type="text"/>	<input type="text"/>

Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Lender	Address
<input type="text"/>	<input type="text"/>

Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Lender	Address
<input type="text"/>	<input type="text"/>

Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Oath of Applicant**

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

Electronic signature is not accepted, physical signature is required.



Print/Signature  
Jeffrey Perce

Title	Date (MM/DD/YY)
Owner/ chef	04/01/26

## Individual History Record

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

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

Name of Business

Hot Beans LLC DBA Dark Sky Cafe

Home Phone Number

808-364-0564

Cellular Number

Your Full Name (last, first, middle)

Schultz, Jaime Katherine

List any other names you have used

Perce, Jaime Katherine

Mailing address (if different from residence)

PO Box 487 Norwood CO 815423

Email Address

jaimekschultz@gmail.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

Current Street and Number

1715 Summit Street

Current City, State, ZIP

Norwood CO 81423

From:

12/2017

To:

current

Previous Street and Number

Previous City, State, ZIP

From:

To:

**Individual History Record (Continued)**

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)

Name of Employer or Business

Hot Beans LLC

Address (Street, Number, City, State, ZIP)

1615 Grand Avenue, Norwood CO 81423

Position Held

Owner / Host

From:

9/2022

To:

current

Name of Employer or Business

BlackBird Behavioral Health

Address (Street, Number, City, State, ZIP)

715 Lake Street, Suite 410, Oak Park, IL, 60301  
Oak Park, Illinois 60301-1413

Position Held

Remote office manager/ biller

From:

6/2020

To:

current

Name of Employer or Business

Oak Brook Counseling and Wellness

Address (Street, Number, City, State, ZIP)

1010 Jorie Boulevard. #112 Oak Brook, IL 60523

Position Held

remote biller

From:

1/2023

To:

current

3. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

**Individual History Record (Continued)**

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? .....  Yes  No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?.....  Yes  No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?.....  Yes  No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?.....  Yes  No

(If yes, answer in detail.)

**Individual History Record (Continued)**

8. Have you ever had any professional license suspended, revoked, or denied?....  Yes  No

(If yes, answer in detail.)

**Personal and Financial Information**

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

Date of Birth 01/04/1980	Social Security Number [REDACTED]	Place of Birth Blue Island, IL		
U.S. Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No	If Naturalized, state where [REDACTED]	When [REDACTED]		
Name of District Court [REDACTED]	Naturalization Certificate Number [REDACTED]	Date of Certification [REDACTED]		
If an Alien, Give Alien's Registration Card Number [REDACTED]	Permanent Residence Card Number [REDACTED]			
Height 5'6	Weight 146	Hair Color brown	Eye Color brown	Gender female

Do you have a current Driver's License/ID? If so, give number and state. ....  Yes  No

Driver's License Number 17-174-7058	Driver's License State CO
--	------------------------------

**Financial Information**

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.....

10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

**NOTE: If corporate investment only, please skip to and complete question 12**  
**NOTE: Question 10 should reflect the total of questions 11 and 13**

**Personal and Financial Information (Continued)**

**11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

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

**12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)**

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

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

Name of Lender	Address
Term	Amount
Security	

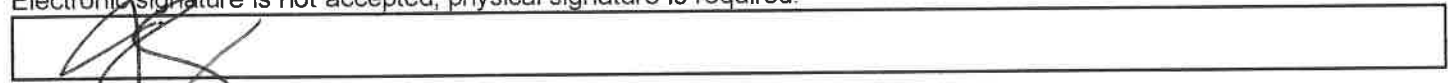
**Personal and Financial Information (Continued)**

Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Oath of Applicant**

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

Electronic signature is not accepted, physical signature is required.

	
Print Signature	
Jaime Schultz	
Title	Date (MM/DD/YY)
Owner	04/01/26

**Report and Approval of Local Licensing Authority (City/County)**

Date application filed with local authority

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

For Transfer Applications Only - Is the license being transferred valid?.....  Yes  No

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:

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

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

(Check One)

- Date of inspection or anticipated date
- Will conduct inspection upon approval of state licensing authority
- Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?.....  Yes  No
- Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?.....  Yes  No

**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.

- 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?.....  Yes  No

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.**

## Report and Approval of Local Licensing Authority (Continued)

Local Licensing Authority approves the Temporary Permit.....  Yes  No

Approval Date of the Temporary Permit

Expiration Date of the Temporary Permit

\*If the temporary permit expires or an extension is required, the state liquor licensing authority should be notified of the status of the temporary permit.

\*\*If the temporary permit information is not filled out for the transfer of ownership, the Transfer Application will not be accepted and processed.

Local Licensing Authority Approves this license for a two-year renewal.....  Yes  No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Telephone Number

Town, City

County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

# Mental Health Awareness Month Proclamation

This Proclamation designates May 2026 as “Mental Health Awareness Month” in Norwood, Colorado

- **WHEREAS**, mental health is essential to the well-being of our community;
  - **WHEREAS**, the state of Colorado ranks 11<sup>th</sup> out of 51 in prevalence of mental illness, indicating Coloradans experience more mental health challenges and substance use challenges (Mental Health America);
  - **WHEREAS**, according to a Colorado Health Foundation poll in 2024, 56% of Coloradans reported experiencing a mental health challenge in the past year;
  - **WHEREAS**, stigma persists in being a barrier to accessing care, with nearly 50% of Coloradans who needed mental health support reporting they did not seek out care due to stigma (Mental Health America);
  - **WHEREAS**, the most recent data on suicide death in our combined region of Delta, Montrose, Ouray, San Miguel, Gunnison, and Hinsdale Counties indicates 41 community members died by suicide in 2025, 8 more than the previous year (CO Vital Statistics);
1. **WHEREAS**, organizations such as Tri-County Health Network are dedicated to shining a light on mental health and bringing hope to those experiencing a mental health challenge through research, education, advocacy, and resources and urge that we:
    2. Recognize mental health challenges affect our entire community.
    3. Normalize conversations about mental health, suicide, and substance use in open and understanding ways to erase stigma and remind community members they are not alone in anything they may be experiencing.
    4. Acknowledge that there is no one size fits all program or effort that will be appropriate for all populations or communities, and address the disparity in access to mental healthcare for underserved and underrepresented groups while advocating to end these disparities.
    5. Support the efforts of social movements like We Are The Ones that build upon the innate ability of every individual to take meaningful action to strengthen our communities.

**Therefore, BE IT RESOLVED that, I, Candy Meehan Mayor of the Town of Norwood hereby designate May 2026 as “Mental Health Awareness Month” in Norwood Colorado.**

# Public Service Recognition Week Proclamation

**This proclamation designates May 6–12, 2026 as Public Service Recognition Week**

**WHEREAS**, public employees at every level of local government provide essential services that protect the health, safety, and quality of life of the residents of the Town of Norwood; and

**WHEREAS**, Public Service Recognition Week is an opportunity to honor the dedication, professionalism, and commitment of municipal employees whose efforts often occur behind the scenes but are vital to the daily operation and success of our community; and

**WHEREAS**, the Town of Norwood proudly recognizes the outstanding service and commitment of its dedicated staff, including Town Manager Sara Owens, Public Works Director Randy Harris, Town Clerk Cidney Ross, and Public Works staff Earl McWilliams, Cory Columbo, and Austin Overholt, whose efforts help ensure the continued success, safety, and operation of the Town; and

**WHEREAS**, these public servants demonstrate professionalism, integrity, teamwork, and a strong commitment to serving residents through the maintenance of public infrastructure, administration of municipal services, public transparency, and daily community support; and

**WHEREAS**, the Mayor and Board of Trustees wish to express sincere gratitude and appreciation to all Town employees for their hard work, dedication, and commitment to making Norwood a strong and thriving community;

**NOW, THEREFORE, BE IT PROCLAIMED** that the Mayor and Board of Trustees of the Town of Norwood, Colorado, do hereby proclaim May 6–12, 2026, as:

## **“Public Service Recognition Week”**

in the Town of Norwood and encourage all residents to recognize and thank the dedicated public servants who faithfully serve our community every day.



## TOWN MANAGER REPORT – MAY 2026

### STAFF

- Weekly staff meetings
- Monthly board meetings

### OPERATIONS

- Reconciliations
- Customer and office support
- LPC grant report
- NPS rezone
- LUC documents uploaded to file share for KLJ
- SLFRF annual report
- Grant reimbursements
- CWRC research and resolution adoption
- Agenda/Supporting Documents
- NSD/TON/NWC Audit follow up
- Process Payroll
- Marshal's closet inventory follow up
- NPS property purchase
- Pocket Park bid approval
- Floating Solar check in meeting
- Resource Central survey NWC
- Bohannon Houston meeting to discuss water funding opportunities
- CDOT Sidewalk project check in meeting
- LPC incentive funds letter and scope submitted
- Pocket park kick off meeting with Ray, Randy, and Andy
- ColoTrust follow up for NSD
- Billing clerk and Deputy Admin job descriptions
- Registered Sidney/Bernice/Sara for CML
- Admin bill NWC/NSD
- IG check in meeting and agenda
- Region 10 outreach for GOCO grant
- Press release HSIP

### TRAINING

- CCCMA Annual Conference
- How to Maintain a Mentally Healthy Workplace Webinar
- EAP Benefits Overview Webinar

### PUBLIC OUTREACH

- LUC Public Engagement Event

# May 2026 – Mayor’s Report

## Correspondence:

1. TON
  - a. Containing communication with State Land Board
  - b. USDA / NRCS regarding PL566 process
  - c. Email to PW to request pot hole filling at PrimeTime
2. NPS
  - a. Project Update Request
3. Grant / Funding Submissions
  - a. Working on a project accelerator grant for NWC
4. WMWC
  - a. Preparing for PL566 inquiry with the USDA / NRCS
  - b. Preparing to work with core group to explore opportunities to secure portion of SLB property
  - c. Ongoing work on technical assistance grant opportunity with BHI and the CWCB to continue work with stakeholders as focus is not on PL566 funds and SRF opportunities
5. WE Leadership
  - a. Montrose County Land Use Code Updates
6. CML
  - a. Policy and Meeting information
7. CO Office of Just Transition
  - a. Policy and Meeting information
8. CU Extension Office
  - a. Meeting set with Staff and Jacob Gordan

## Meetings:

1. TON
  - a. Meeting with WEL and Dale Reed
2. NWC
  - a. Grant Strategy
  - b. Floating Solar
3. Town of Mountain Village
  - a. Scott Pearson
4. NCC
  - a. Chamber Dinner
5. CML Executive Board Meeting
  - a. Housing Committee Meeting
  - b. Budget Audit Management Committee (BAM)
  - c. Policy Committee Meeting
  - d. Executive Board Meeting
  - e. Annual Conference Preparation
6. WMWC
  - a. Water Funding Grant Applications and Strategy

# May 2026 – Mayor’s Report

7. BHI
  - a. Water Funding Grant Applications and Strategy
8. CO Office of Just Transition – No updates to report
9. WE Leadership
  - a. Meeting with Dale Reed
10. SMWCD – Advertising for one appointment to the NWC
11. SMWC – No update to report
12. CRC / RPD – No update to report
13. DSI – Did not attend
14. West End Non Profit Leaders Meeting - No update to report
15. CHFA – No update to report
16. C20
  - a. Spring Conference

## **Education:**

1. CML – Webinar and Readings
2. HKS – Webinars
3. WEP – 1<sup>st</sup> session completed in Silverthorne
4. DATS MSHA / OSHA Training
5. Boettcher Foundation – Fellowship Application
6. Boettcher Foundation – Rural Leaders Collaborative

## **Administrative Requests:**

1. NPS Updates
  - a. Construction
  - b. Property Transfer
2. CDOT Updates
  - a. CDOT Safer Sidewalks to School
  - b. CDOT Pocket Park
3. 2026 Update on LUC and MP
4. 2026 Building Department development – Decision about CAA
5. 2026 Property annexations – On Hold
6. 2026 Plan for quarterly community meetings with stakeholders – On Hold
7. 2026 Home Rule Consideration, Opportunities and Obstacles / Planning – On Hold
8. 2026 Schedule recurring work sessions for the first Tuesday of each month- On Hold