



City of Fort Lupton
Liquor Licensing Authority
Agenda
Tuesday, July 15, 2025
6:00 PM
130 South McKinley Avenue

Zo Hubbard, Mayor
Valerie Blackston, Ward 1
Chris Ceretto, Ward 2
Michael Sanchez, Ward 3
David Crespin, Ward 1
Claud Hanes, Ward 2
Bruce Fitzgerald, Ward 3

You may join in person or join remotely by clicking on:
<https://meet.goto.com/793699389>

Call to Order

Pledge of Allegiance

Roll Call

Approval of Agenda

Public Hearings - Public Hearings allow members of the audience to present comments and questions to the City Council on the item being presented. Comments and questions may be limited to three (3) minutes- Mayor Hubbard

- a. AM 2025-002 Consideration of the Renewal Application for a Fermented Malt Beverage & Wine License by 7-Eleven Inc., dba 7-Eleven Store 41743H
- b. AM 2025-003 Consideration of the Renewal Application for a Tavern Liquor License by Lucky Shot Sports Bar + Grill LLC, dba Lucky Shot Sports

Adjourn



SUBJECT FOR DISCUSSION

Consideration of the Renewal Application for a Fermented Malt Beverage & Wine License by 7-Eleven Inc., dba 7-Eleven Store 41743H

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On June 12, 2025, 7-Eleven, Inc. submitted a renewal application for its Fermented Malt Beverage & Wine Liquor License. 7-Eleven, Inc. dba 7-Eleven Store 41743H (“7-Eleven”) located at 641 14th Street. On April 3, 2025, the Colorado Department of Revenue Liquor and Tobacco Enforcement Division issued a letter to 7-Eleven stating the entity was in violation of C.R.S. 44-3-901(1)(b)(I), and 44-3-901(11) due to selling, serving, giving, or procuring of an alcohol beverage (a 6 pack of 12 oz bottles of Samuel Adams October Fest beer containing 5.3% alcohol - fermented malt beverage) to a twenty-year-old Liquor Enforcement Division underage purchaser.

The State of Colorado Liquor Enforcement Division issued a stipulation, agreement, and order to the retailer. In lieu of the issuance of an Order to Show Cause, and subsequent proceedings, the licensee filed a written petition to the Division requesting that the licensee be allowed to pay a fine in lieu of active suspension. The amount, after the Division’s calculation, \$573.74.

Notice of the hearing was posted on the licensed premises for ten days and notice of the hearing was provided to the applicant at least ten days before the hearing by email, meeting the statutory requirements of CRS 44-3-305(c).

Due to the violation, the renewal application is coming before the local licensing authority because the Clerk’s office can’t process the application administratively.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. Approval the application based on facts and evidence presented.
2. Table the decision for 30 days.
3. Deny the application, and make a record setting forth the reasons for denial.

STAFF RECOMMENDATIONS

Staff seeks recommendation

Attachments: a. Letter and Stipulation, Agreement, and Order

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



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

April 3, 2025

7-Eleven Inc
d/b/a 7-Eleven Store 41743h
641 14th Street
Fort Lupton CO 80621
Barbara.Milfelt@7-11.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. 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 within ten (10) days of the date of this notice.

Sincerely,

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-LW-183

IN THE MATTER OF:

**7-ELEVEN INC
DBA 7-ELEVEN STORE 41743H
641 14TH STREET
FORT LUPTON CO 80621**

Fermented Malt Beverage and Wine (city) License No. 04-01594

The State of Colorado, Liquor Enforcement Division ("Division") and 7-Eleven Inc, D/B/A 7-Eleven Store 41743H, 641 14th Street, Fort Lupton, CO 80621 ("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 October 18, 2024, the Licensee, by and through its employee/agent, Jaquelin Guerrero, permitted the selling, serving, giving, or procuring of an alcohol beverage (a 6 pack of 12 oz bottles of Samuel Adams October Fest beer containing 5.3% alcohol - fermented malt beverage) to 24MLK20094, a twenty-year-old Liquor Enforcement Division underage purchaser.
 - B. Jaquelin Guerrero 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 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)** to take place as follows:
 - i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **May 16, 2025**, until 11:59 p.m. on **May 18, 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 **October 2024** shall be the appropriate measure of said

estimated gross revenues. Based upon these records, the amount of the fine has been determined to be \$573.74.

- 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 **May 2, 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

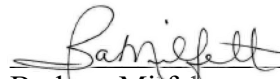
mutually negotiated and agreed upon. After the opportunity to consult with legal counsel, Licensee affirms that Licensee has read this Order and fully understands its nature, meaning and content. Licensee agrees that upon execution of this Order, no subsequent action or assertion shall be maintained 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.
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.

Stipulation, Agreement, and Order
7-Eleven Store 41743H
Lakewood Office
Page 5

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.

Michelle Stone-Principato
Division Director
Liquor Enforcement Division



Barbara Milfelt
7-Eleven Inc
Barbara A. Milfelt - barbara.milfelt@7-11.com

April 3, 2025
Date

APPROVED and ORDERED as dated in the Electronic Signature below.

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
7-Eleven Store 41743H
Lakewood 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:

<u>Licensee Business Address</u> 7-Eleven Inc d/b/a 7-Eleven Store 41743h 641 14th Street Fort Lupton CO 80621 Barbara.Milfelt@7-11.com Fermented Malt Beverage and Wine (city) License No. 04-01594	<u>Licensee Mailing Address</u> 7-Eleven Inc d/b/a 7-Eleven Store 41743h PO Box 139044 Dallas, TX 75313 Barbara.Milfelt@7-11.com
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 led_adminactions@state.co.us	

By: _____
Allie Prichard



SUBJECT FOR DISCUSSION

Consideration of the Renewal Application for a Tavern Liquor License by Lucky Shot Sports Bar + Grill LLC, dba Lucky Shot Sports

SUMMARY STATEMENT/BACKGROUND DISCUSSION

On June 27, 2025, Lucky Shot Sports Bar + Grill LLC submitted a renewal application for its Tavern Liquor License. Lucky Shot Sports Bar + Grill LLC dba Lucky Shot Sports (“Lucky Shot”) located at 324 Denver Ave. On April 7, 2025, the Colorado Department of Revenue Liquor Enforcement Division issued a letter to Lucky Shot stating the entity was in violation of C.R.S. 44-3-901(1)(b)(I), and 44-3-901(11) due to selling, serving, giving, or procuring of an alcohol beverage (a Coors Banquet, 5% alcohol by volume – malt beverage) to a seventeen-year-old Liquor Enforcement Division underage purchaser.

The State of Colorado Liquor Enforcement Division issued a stipulation, agreement, and order to the retailer. In lieu of the issuance of an Order to Show Cause, and subsequent proceedings, the licensee filed a written petition to the Division requesting that the licensee be allowed to pay a fine in lieu of active suspension. The amount, after the Division’s calculation, \$776.36.

Notice of the hearing was posted on the licensed premises for ten days and notice of the hearing was provided to the applicant at least ten days before the hearing by email, meeting the statutory requirements of CRS 44-3-305(c).

Due to the violation, the renewal application is coming before the local licensing authority because the Clerk’s office can’t process the application administratively.

FINANCIAL CONSIDERATIONS

N/A

LEGAL/POLITICAL CONSIDERATIONS

ALTERNATIVES/OPTIONS

1. Approval the application based on facts and evidence presented.
2. Table the decision for 30 days.
3. Deny the application, and make a record setting forth the reasons for denial.

STAFF RECOMMENDATIONS

Staff seeks recommendation

Attachments: a. Letter and Stipulation, Agreement, and Order

Certification of Council Approval:

Ordinance No. _____

Resolution No. _____

City Clerk

Date



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

April 7, 2025

Lucky Shot Sports Bar + Grill LLC
d/b/a Lucky Shot Sports
327 Denver Avenue
Fort Lupton, CO 80621
preston@luckyshotbarandgrill.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. 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 within ten (10) days of the date of this notice.

Sincerely,

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-LW-214

IN THE MATTER OF:

**LUCKY SHOT SPORTS BAR + GRILL LLC
D/B/A LUCKY SHOT SPORTS
327 DENVER AVENUE
FORT LUPTON, CO 80621**

Tavern (city) License No. 03-19402

The State of Colorado, Liquor Enforcement Division ("Division") and Lucky Shot Sports Bar + Grill LLC, D/B/A Lucky Shot Sports, 327 Denver Avenue, Fort Lupton, CO 80621 ("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 October 18, 2024, the Licensee, by and through its employee/agent, Angel Annmarie Drake, permitted the selling, serving, giving, or procuring of an alcohol beverage (a Coors Banquet, 5% alcohol by volume – malt beverage) to 24MLK17086, a seventeen-year-old Liquor Enforcement Division underage purchaser.
 - B. Angel Annmarie Drake 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

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 **Tavern (city) License** to take place as follows:
 - i. License to be actively suspended for **three (3) days** from 12:01 a.m. on **May 23, 2025**, until 11:59 p.m. on **May 25, 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 **October 2024** shall be the appropriate measure of said estimated gross revenues. Based upon these records, the amount of the fine has been determined to be **\$776.36**.

- 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 **May 9, 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.
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
Lucky Shot Sports
Lakewood Office
Page 5

Michelle Stone-Principato
Division Director
Liquor Enforcement Division

Bruce Balsley

Bruce Balsley
Lucky Shot Sports Bar + Grill LLC

5/7/25

Date

APPROVED and ORDERED as dated in the Electronic Signature below.

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.

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:

<u>Licensee Business Address</u> Lucky Shot Sports Bar + Grill LLC d/b/a Lucky Shot Sports 327 Denver Avenue Fort Lupton, CO 80621 preston@luckysotbarandgrill.com Tavern (city) License No. 03-19402	<u>Licensee Mailing Address</u> Lucky Shot Sports Bar + Grill LLC d/b/a Lucky Shot Sports 327 Denver Avenue Fort Lupton, CO 80621 preston@luckysotbarandgrill.com
Liquor Enforcement Division P.O. Box 17087 Denver, CO 80217-0087 led_adminactions@state.co.us	

By: _____
Allie Prichard