



**TOWN OF PAONIA**  
**214 GRAND AVENUE**  
**REGULAR TOWN BOARD MEETING AGENDA**  
**TUESDAY, AUGUST 13, 2024 6:30 PM**  
[HTTPS://US02WEB.ZOOM.US/J/82269255336](https://us02web.zoom.us/j/82269255336)  
**MEETING ID: 822 6925 5336**

**Public Participation:** Must raise hand and be recognized by the Mayor, come to the podium and state your name and the street on which you live. Time limit is 3 minutes, one time per item. Direct all comments to the Mayor. No responses will be made by staff or Board during the meeting. No derogatory or demeaning statements or public displays. Please be respectful.

**Roll Call**

**Approval of Agenda**

**Announcements**

**Public Comment**

Any topic not included under Actions & Presentations; 3-minute time limit.

**Consent Agenda**

[2024-110](#) Friends of the Paradise

2024-4002 Valley High LLC Retail Marijuana License Renewal

Paonia Liquors

[Disbursements](#)

**Staff Reports**

August Town Administrator Report - to be presented during the meeting.

[Police](#) Chief

**Mayor & Trustee Reports**

**Actions & Presentations**

Public comments must be related to the agenda item, 3-minute time limit.

Agenda Item #1: Board Appointment of a Hearing Officer

[Agenda](#) Item #2: Hearing for the Removal of Trustee William Brunner

[Agenda](#) Item #3 Consideration of Approval of Contract with Professional Management Solutions

[Agenda](#) Item #4 Sidewalk Fee Ballot Discussion and Decision

[Agenda](#) Item #5: Consideration of Confirming the Reappointment of Town Administrator and Town Clerk to the 2024-2025 CML Public Policy Committee.

[Agenda](#) Item #6 Review of DRAFT Procurement/Purchasing Policy - Consideration is needed from the Board of Trustees prior to the final adoption of the policy. Any edits or comments on the draft policy and manual are due on 8/21/2024 by 4PM.

## **Adjournment**

AS ADOPTED BY:  
TOWN OF PAONIA, COLORADO  
RESOLUTION NO. 2017-10 – Amended May 22, 2018

I. RULES OF PROCEDURE

**Section 1. Schedule of Meetings.** Regular Board of Trustees meetings shall be held on the second and fourth Tuesdays of each month, except on legal holidays, or as re-scheduled or amended and posted on the agenda prior to the scheduled meeting.

**Section 2. Officiating Officer.** The meetings of the Board of Trustees shall be conducted by the Mayor or, in the Mayor's absence, the Mayor Pro-Tem. The Town Clerk or a designee of the Board shall record the minutes of the meetings.

**Section 3. Time of Meetings.** Regular meetings of the Board of Trustees shall begin at 6:30 p.m. or as scheduled and posted on the agenda. Board Members shall be called to order by the Mayor. The meetings shall open with the presiding officer leading the Board in the Pledge of Allegiance. The Town Clerk shall then proceed to call the roll, note the absences and announce whether a quorum is present. Regular Meetings are scheduled for three hours, and shall be adjourned at 9:30 p.m., unless a majority of the Board votes in the affirmative to extend the meeting, by a specific amount of time.

**Section 4. Schedule of Business.** If a quorum is present, the Board of Trustees shall proceed with the business before it, which shall be conducted in the following manner. Note that all provided times are estimated:

- (a) Roll Call - (5 minutes)
- (b) Approval of Agenda - (5 minutes)
- (c) Announcements (5 minutes)
- (d) Recognition of Visitors and Guests (10 minutes)
- (e) Consent Agenda including Approval of Prior Meeting Minutes (10 minutes)
- (f) Mayor's Report (10 minutes)
- (g) Staff Reports: (15 minutes)
  - (1) Town Administrator's Report
  - (2) Public Works Reports
  - (3) Police Report
  - (4) Treasurer Report
- (h) Unfinished Business (45 minutes)
- (i) New Business (45 minutes)
- (j) Disbursements (15 minutes)
- (k) Committee Reports (15 minutes)
- (l) Adjournment

\* This schedule of business is subject to change and amendment.

**Section 5. Priority and Order of Business.** Questions relative to the priority of business and order shall be decided by the Mayor without debate, subject in all cases to an appeal to the Board of Trustees.

**Section 6. Conduct of Board Members.** Town Board Members shall treat other Board Members and the public in a civil and polite manner and shall comply with the Standards of Conduct for Elected Officials of the Town. Board Members shall address Town Staff and the Mayor by his/her title, other Board Members by the title of Trustee or the appropriate honorific (i.e.: Mr., Mrs. or Ms.), and members of the public by the appropriate honorific. Subject to the Mayor's discretion, Board Members shall be limited to speaking two times when debating an item on the agenda. Making a motion, asking a question or making a suggestion are not counted as speaking in a debate.

**Section 7. Presentations to the Board.** Items on the agenda presented by individuals, businesses or other organizations shall be given up to 5 minutes to make a presentation. On certain issues, presenters may be given more time, as determined by the Mayor and Town Staff. After the presentation, Trustees shall be given the opportunity to ask questions.

**Section 8. Public Comment.** After discussion of an agenda item by the Board of Trustees has concluded, the Mayor shall open the floor for comment from members of the public, who shall be allowed the opportunity to comment or ask questions on the agenda item. Each member of the public wishing to address the Town Board shall be recognized by the presiding officer before speaking. Members of the public shall speak from the podium, stating their name, the address of their residence and any group they are representing prior to making comment or asking a question. Comments shall be directed to the Mayor or presiding officer, not to an individual Trustee or Town employee. Comments or questions should be confined to the agenda item or issue(s) under discussion. The speaker should offer factual information and refrain from obscene language and personal attacks.

**Section 9. Unacceptable Behavior.** Disruptive behavior shall result in expulsion from the meeting.

**Section 10. Posting of Rules of Procedure for Paonia Board of Trustees Meetings.** These rules of procedure shall be provided in the Town Hall meeting room for each Board of Trustees meeting so that all attendees know how the meeting will be conducted.

## **II. CONSENT AGENDA**

**Section 1. Use of Consent Agenda.** The Mayor, working with Town Staff, shall place items on the Consent Agenda. By using a Consent Agenda, the Board has consented to the consideration of certain items as a group under one motion. Should a Consent Agenda be used at a meeting, an appropriate amount of discussion time will be allowed to review any item upon request.

**Section 2. General Guidelines.** Items for consent are those which usually do not require discussion or explanation prior to action by the Board, are non-controversial and/or similar in content, or are those items which have already been discussed or explained and do not require further discussion or explanation. Such agenda items may include ministerial tasks such as, but not limited to, approval of previous meeting minutes, approval of staff reports, addressing routine correspondence, approval of liquor licenses renewals and approval or extension of other Town licenses. Minor changes in the minutes such as non-material Scribner errors may be made without removing the minutes from the Consent Agenda. Should any Trustee feel there is a material error in the minutes, they should request the minutes be removed from the Consent Agenda for Board discussion.

**Section 3. Removal of Item from Consent Agenda.** One or more items may be removed from the Consent Agenda by a timely request of any Trustee. A request is timely if made prior to the vote on the Consent Agenda. The request does not require a second or a vote by the Board. An item removed from the Consent Agenda will then be discussed and acted on separately either immediately following the consideration of the Consent Agenda or placed later on the agenda, at the discretion of the Board.

## **III. EXECUTIVE SESSION**

**Section 1.** An executive session may only be called at a regular or special Board meeting where official action may be taken by the Board, not at a work session of the Board. To convene an executive session, the Board shall announce to the public in the open meeting the topic to be discussed in the executive session, including specific citation to the statute authorizing the Board to meet in an executive session and identifying the particular matter to be discussed “in as much detail as possible without compromising the purpose for which the executive session is authorized.” In the event the Board plans to discuss more than one of the authorized topics in the executive session, each should be announced, cited and described. Following the announcement of the intent to convene an executive session, a motion must then be made and seconded. In order to go into executive session, there must be the affirmative vote of two thirds (2/3) of Members of the Board.

**Section 2.** During executive session, minutes or notes of the deliberations should not be taken. Since meeting minutes are subject to inspection under the Colorado Open Records Act, the keeping of minutes would defeat the private nature of executive session. In addition, the deliberations carried out during executive session should not be discussed outside of that session or with individuals not participating in the session. The contents of an executive session are to remain confidential unless a majority of the Trustees vote to disclose the contents of the executive session.

**Section 3.** Once the deliberations have taken place in executive session, the Board should reconvene in regular session to take any formal action decided upon during the executive session. If you have questions regarding the wording of the motion or whether any other information should be disclosed on the record, it is essential for you to consult with the Town Attorney on these matters.

## **IV. SUBJECT TO AMENDMENT**

**Section 1. Deviations.** The Board may deviate from the procedures set forth in this Resolution, if, in its sole discretion, such deviation is necessary under the circumstances.

**Section 2. Amendment.** The Board may amend these Rules of Procedures Policy from time to time.



**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	<b>CONSENT AGENDA</b>
<b>SUBMITTED BY:</b>	Ruben Santiago, Deputy Clerk
<b>DATE:</b>	August 9, 2024
<b>BACKGROUND:</b>	<p><b>Finding of Fact:</b></p> <ul style="list-style-type: none"> <li>• License Renewal Paperwork is in the possession of the Town Clerk</li> <li>• Local fees have been paid and the Colorado Dept. of Revenue's fees are in the custody of the Town Clerk</li> <li>• The Administrative Offices have no issues or concerns with license renewal.</li> <li>• The Police Department has no issues or concerns with the renewal.</li> <li>• The Public Works Department has no issues or concerns with the renewal</li> </ul>
<b>BUDGET:</b>	\$197.50 to - 10-32-01 - Liquor Licenses.
<b>RECOMMENDATION:</b>	All legal requirements have been met for the renewal of this license.
<b>ATTACHMENT:</b>	PaoniaLiquors-Renewal-2024_Redacted.pdf

DR 8400 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Submit to Local Licensing Authority

PARADISE THEATRE  
PO BOX 886  
Paonia CO 81428

<b>Fees Due</b>		6
Annual Renewal Application Fee (\$125 Effective July 1, 2023 - June 30, 2024 and \$250.00 for application received by LED on or after July 1st, 2024)	\$	250.00
Renewal Fee	625.00	
Storage Permit \$100 X _____	\$	
Sidewalk Service Area \$75.00	\$	
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$	
Related Facility - Campus Liquor Complex \$160.00 per facility	\$	
<b>Amount Due/Paid</b>	<b>\$</b>	

*- \$30 CHANGE OF MANAGER FEE*

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

FRIENDS OF THE PARADISE THEATRE

Doing Business As Name (DBA)

PARADISE THEATRE

Liquor License Number

License Type

03-03234	Lodging & Entertainment (City)
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Sales Tax License Number

Expiration Date

Due Date

30480955	07/27/2024	06/12/2024
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#### Business Address

Street Address

Phone Number

215 GRAND AVENUE	9705276610
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City, State, ZIP Code

Paonia CO 81428

#### Mailing Address

Street Address

PO BOX 886

City, State, ZIP Code

Paonia CO 81428

Email

Operating Manager

Date of Birth

MICHAEL BARAN	1/30/1978
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Home Address

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Street Address		Phone Number
[REDACTED]		[REDACTED]
City	State	ZIP Code
PAONIA	CO	81428

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

Are the premises owned or rented?  Owned  Rented\*

\*If rented, expiration date of lease

[REDACTED]

1. 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.

2. 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

3. 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

4. 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.

1. 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.

2. 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.

3. 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.

**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

MICHAEL COOPER

Title

EXECUTIVE DIRECTOR

Signature

*[Handwritten Signature]*

Date (MM/DD/YY)

7/19/29

**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)



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

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

I, MICHAEL COOPER

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

(the "Applicant/Licensee")

FRIENDS OF THE PARADISE THEATRE

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)

10

FRIENDS OF THE PARADISE THEATRE

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[Redacted]

/

(970) 527-6610

Street Address

215 GRAND AVE

City

State ZIP Code

PACONIA

CO

81428

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

MICHAEL COOPER

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

[Handwritten Signature]

7/19/27

**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).

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# Instruction Sheet for Permit Application and Report of Changes

For All Sections, Complete Questions on Page 2

**Section A**

To Register or Change Managers, check the appropriate box in section A and complete question 10 on page 6. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

**Section B**

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 8 for Oath of Applicant signature.

**Section C**

Check the appropriate box in section C and proceed below.

**For a Retail Warehouse Storage Permit**, go to page 4 complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

**For a Wholesale Branch House Permit**, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Submit to the State Licensing Authority for approval.

**To Change Trade Name or Corporation Name**, go to page 4 and complete questions in the section (be sure to check the appropriate box). Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

**To modify Premise, or add Sidewalk Service Area**, go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

**For Optional Premises** go to page 7 and complete all questions. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit to the Local Liquor Licensing Authority (City or County).

**To Change Location**, go to page 5 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature. Retail Liquor License submit permit application or report of change to the Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to the State Liquor Licensing Authority.

**Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 6, and complete questions in the section. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.

**Campus Liquor Complex Designation**, go to page 8 and complete questions in the section. Submit the necessary information and proceed to page 8 for Oath of Applicant signature.

**To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 8 and complete questions in the section.

# Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a  Corporation  Individual  Partnership  Limited Liability Company

License Number  
03 - 03234

Name of Licensee  
FRIENDS OF THE PARADISE THEATRE

Trade Name of Establishment (DBA)

Address of Premises (specify exact location of premises)  
215 GRAND AVE

City County State ZIP Code  
PAONIA DELTA CO 81428

Business Email Address Business Phone Number  
[REDACTED] (970) 527-6610

Select the Appropriate Section Below and Reference the Instructions on Page 1.

### Section A – Manager

- Manager's Registration (Hotel & Restaurant)..... \$30.00
- Manager's Registration (Tavern)..... \$30.00
- Manager's Registration (Lodging & Entertainment)..... \$30.00
- Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.)..... No Fee

Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.

### Section B – Duplicate License

- Duplicate License ..... \$50.00

**Section C**

- Retail Warehouse Storage Permit (each)..... \$100.00
- Wholesale Branch House Permit (each)..... \$100.00
- Change Corporation or Trade Name Permit (each)..... \$50.00
- Change Location Permit (each)..... \$150.00
- Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00
  
- Change, Alter or Modify Premises.....\$150.00 x  Total Fee:
- Addition of Optional Premises to Existing Hotel/Restaurant .....\$100.00 x  Total Fee:
- Addition of Related Facility to an Existing Resort or Campus Liquor Complex.....\$160.00 x  Total Fee:
- Campus Liquor Complex Designation..... No Fee
- Sidewalk Service Area..... \$75.00

**Do Not Write in This Space – For Department of Revenue Use Only**

Date License Issued	License Account Number	Period
<input type="text"/>	<input type="text"/>	<input type="text"/>

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 of Revenue may collect the payment amount directly from your bank account electronically.

**Total Amount Due**..... \$  .00

**Retail Warehouse Storage Permit or a Wholesalers Branch House Permit**

- Retail Warehouse Permit for:**
  - On-Premises Licensee (Taverns, Restaurants etc.)
  - Off-Premises Licensee (Liquor stores)
- Wholesalers Branch House Permit**

Address of Storage Premise

City

County

ZIP Code

Attach a deed/lease or rental agreement for the storage premises.

Attach a detailed diagram of the storage premises.

**Change Trade Name or Corporate Name**

- Change of Trade Name/DBA only
- Corporate Name Change (Attach the following supporting documents)
  1. Certificate of Amendment filed with the Secretary of State, or
  2. Statement of Change filed with the Secretary of State, and
  3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

## Change of Location

**Note to Retail Licensees:** An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority

Date of Hearing

### Address of current premises.

Address

City

County

ZIP Code

### Address of proposed New Premises

(Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address

City

County

ZIP Code

### New mailing address if applicable.

Address

City

County

State

ZIP Code

**Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.**



Select the option that applies to your situation:

- Make a current Primary Manufacturing Location (Location 1) into a Noncontiguous Location (Location 2); **or**
- Make a current Noncontiguous Manufacturing Location (Location 1) into a Primary Manufacturing Location (Location 2).

**Address of Location 1:**

Address

[Empty address field]

City

[Empty city field]

County

[Empty county field]

ZIP Code

[Empty ZIP code field]

**Address of Location 2:**

Address

[Empty address field]

City

[Empty city field]

County

[Empty county field]

ZIP Code

[Empty ZIP code field]

**Change of Manager**

**Change of Manager** or to **Register the Manager** of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 44-3-301(8), C.R.S.

**Change of Manager**

Former Manager's Name

PHILIP SALGMBIER

New Manager's Name

MICHAEL BARAN

**Date of Employment**

6/28/2023

Has manager ever managed a liquor licensed establishment?.....  Yes  No

Does manager have a financial interest in any other liquor licensed establishment?.....  Yes  No

If yes, give name and location of establishment

[Empty text area for establishment name and location]

**Modify Premises or Addition of Optional Premises, Related Facility, or Sidewalk Service Area**

**Note:** Licensees may not modify or add to their licensed premises until approved by state and local authorities.

**(a)** Describe change proposed

**(b)** If the modification is temporary, when will the proposed change:

Start (month/day/year)

End (month/day/year)

**Note: The total state fee for temporary modification is \$300.00**

**(c)** Will the proposed change result in the licensed premises now being located 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

(If yes, explain in detail and describe any exemptions that apply)

**(d)** Is the proposed change in compliance with local building and zoning laws?.....  Yes  No

**(e)** If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?.....  Yes  No

**(f)** Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.

**(g)** Attach any existing lease that is revised due to the modification.

**(h)** For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include 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.

### Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services  
I wish to designate my existing:

Liquor License Type

Liquor License Number

to a Campus Liquor Complex.....  Yes  No

### Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the  
Related Facility and include the address and an outlined drawing of the Related Facility Premises.

#### Address of Related Facility

Address

City

State

ZIP Code

Outlined diagram provided.....  Yes  No

### 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.

Print Name

Title

Signature

Date (MM/DD/YY)

### Report and Approval of Local Licensing Authority (City / 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 applicable  
provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

Local Licensing Authority (City or County)

Date filed with Local Authority

Signature

Title

Date (MM/DD/YY)

### Report of State Licensing Authority

The foregoing has been examined and complies with the filing requirements of Title 44, Article 3,  
C.R.S., as amended.

Signature

Title

Date (MM/DD/YY)

Company's 1998 Report

Information of the company's financial condition is subject to audit by independent accountants.

The company's financial statements are prepared in accordance with generally accepted accounting principles.

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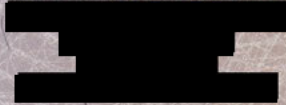
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Friends of the Paradise Theatre



Alpine Bank  
1660 Hwy 92  
Delta, CO 81416  
82-340/1021

21

7/19/24

PAY TO THE ORDER OF

COLORADO DEPARTMENT OF REVENUE

\$ 825.00

Six hundred and twenty five dollars and 00/100

DOLLARS

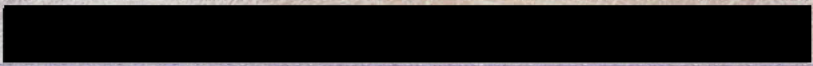
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Void after 90 Days



MEMO FRIENDS OF THE PARADISE THEATRE 03-03234 LIQUOR LICENSE RENEWAL

Signature: [Handwritten Signature]



Friends of the Paradise Theatre



COLORADO DEPT. OF REV  
\$825.00  
7/19/24  
LIQUOR LICENSE RENEWAL

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To learn how to protect your business, call our check fraud experts at 1-800-548-0289 or visit: [www.intuitmarket.com/fraudcenter](http://www.intuitmarket.com/fraudcenter)

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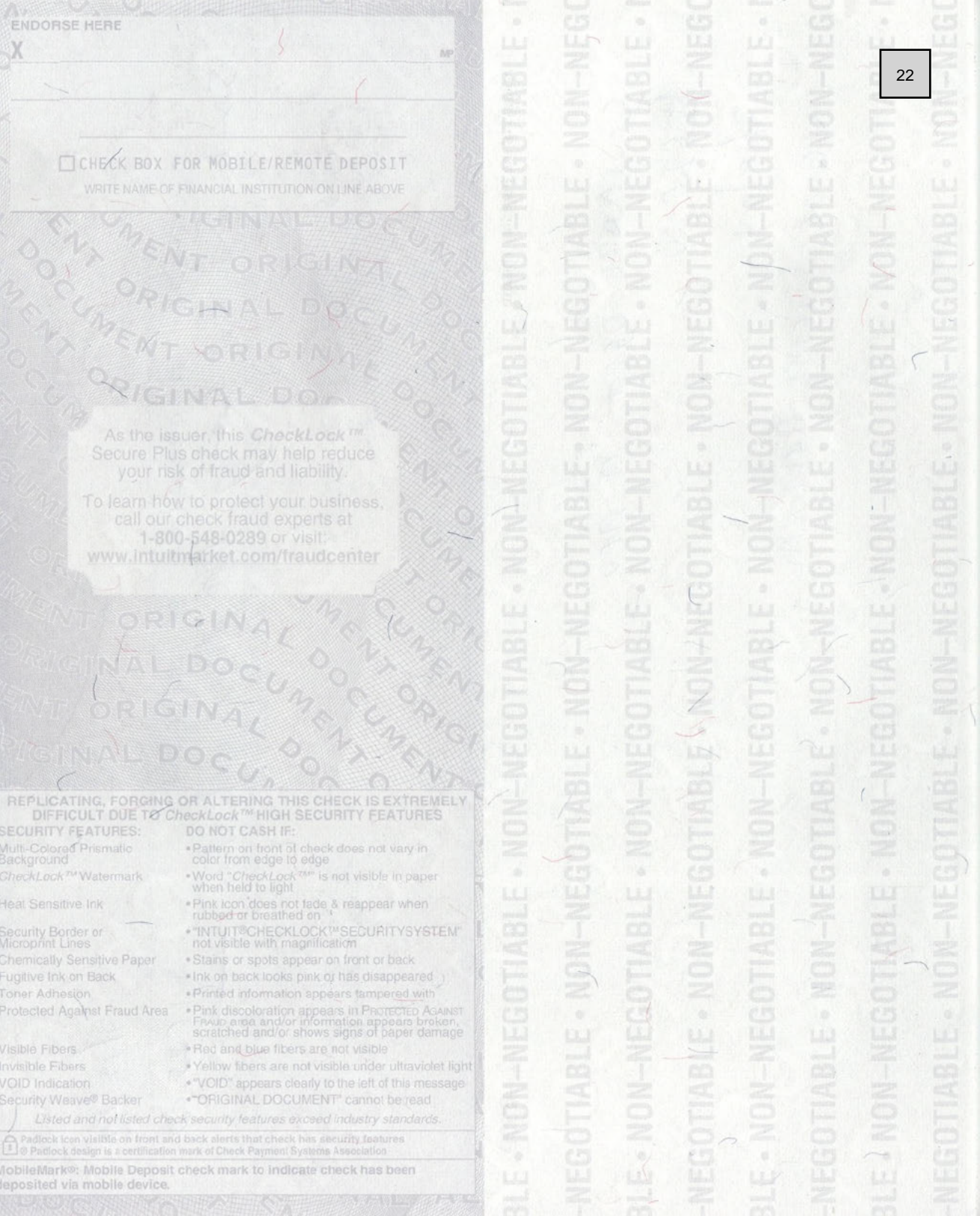
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- Protected Against Fraud Area
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- VOID Indication
- Security Weave® Backer

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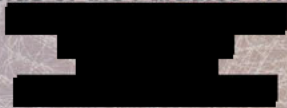
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Friends of the Paradise Theatre



Alpine Bank  
1660 Hwy 92  
Delta, CO 81416  
82-340/1021

23

7/19/24

PAY TO THE ORDER OF

TOWN OF PIONIA

\$ 250.00

Two-hundred and fifty dollars and 0/100.

DOLLARS

PROTECTED AGAINST FRAUD

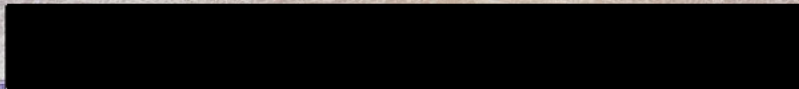
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*[Signature]*



MEMO

2024 LIQUOR LICENSE RENEWAL  
#03-03234



Friends of the Paradise Theatre

6907

TOWN OF PIONIA  
7/19/24  
\$ 250.00  
LIQUOR LICENSE RENEWAL

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24

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- Toner Adhesion
- Protected Against Fraud Area
- Visible Fibers
- Invisible Fibers
- VOID Indication
- Security Waste® Backer
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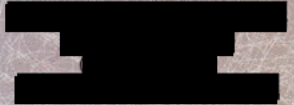
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Friends of the Paradise Theatre



Alpine Bank  
1660 Hwy 92  
Delta, CO 81416  
82-340/1021

25

7/19/24

PAY TO THE ORDER OF

COLORADO DEPARTMENT OF REVENUE

\$ 30.00

Thirty-dollars and 0/100, only

DOLLARS

PROTECTED AGAINST FRAUD

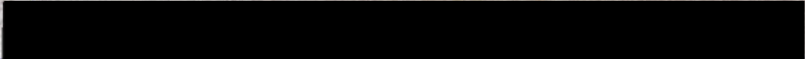
Void after 90 Days

*Ray Lonsdale*



MEMO

FRIENDS OF THE PARADISE THEATRE  
CHANGE OF MANAGER FEE  
#03-03234



Friends of the Paradise Theatre

6909

COLORADO DEPARTMENT OF REVENUE

7/19/24

\$30.00

CHANGE OF MANAGER FEE

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SECURITY FEATURES:

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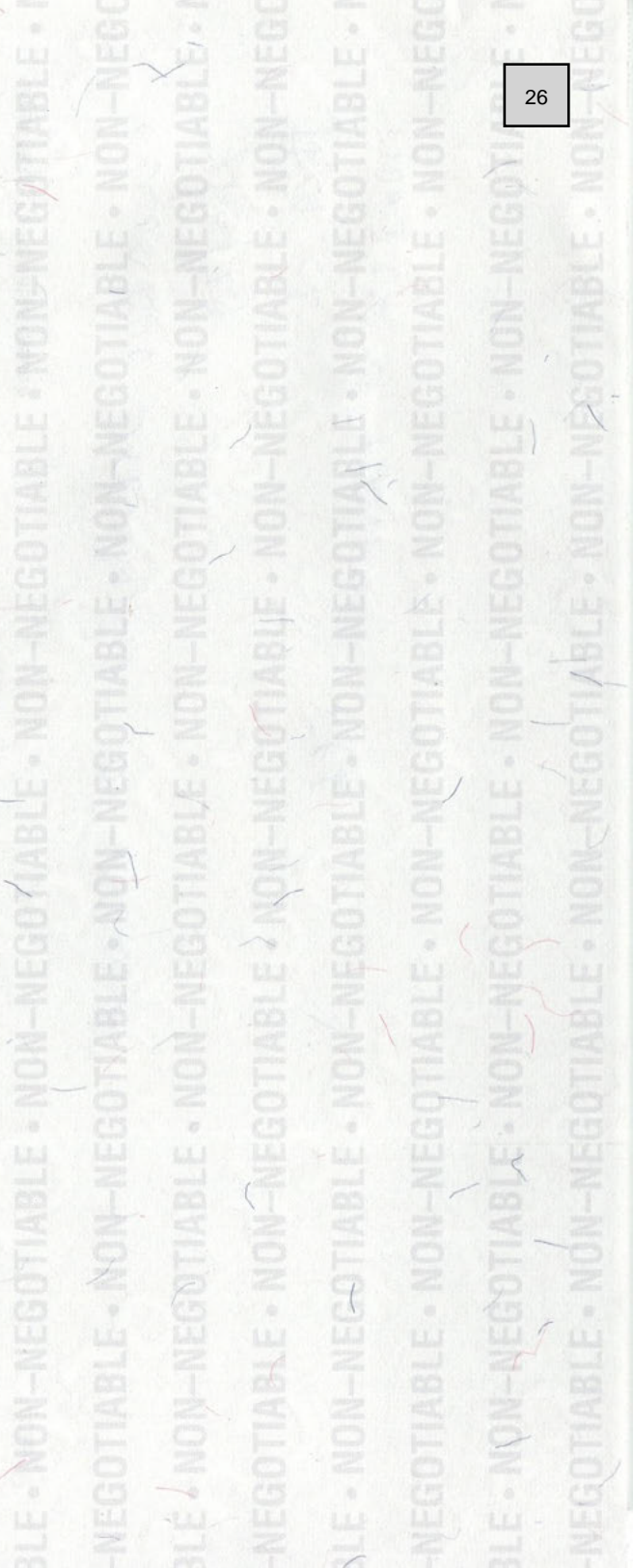
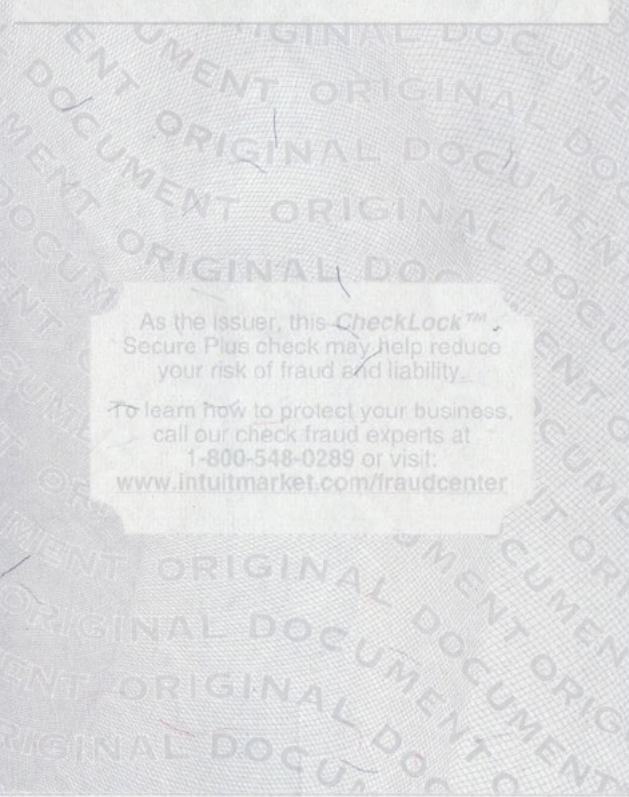
- Multi-Colored Prismatic Background
- CheckLock™** Watermark
- Heat Sensitive Ink
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RECEIPT

Town of Paonia

214 Grand Avenue  
Paonia CO 81428  
970-527-4101

NO. 359858

DATE 7-19-24

RECEIVED FROM Friends of the Paradise \$ 250 00

Two hundred fifty dollars: no/100 DOLLARS

FOR Liquor License Renewal

AMOUNT OF ACCOUNT		
THIS PAYMENT		
BALANCE DUE		

CASH #6907  
 CHECK BY CW  
 CREDIT CARD  
 MONEY ORDER

RECEIPT

Town of Paonia

214 Grand Avenue  
Paonia CO 81428  
970-527-4101

NO. 359859

DATE 7-19-24

RECEIVED FROM Friends of the Paradise \$ 625 00

Six hundred twenty-five: no/100 DOLLARS

FOR State Liquor License Renewal

AMOUNT OF ACCOUNT		
THIS PAYMENT		
BALANCE DUE		

CASH #6908  
 CHECK BY CW  
 CREDIT CARD  
 MONEY ORDER

RECEIPT

Town of Paonia

214 Grand Avenue  
Paonia CO 81428  
970-527-4101

NO. 359860

DATE 7-19-24

RECEIVED FROM Friends of the Paradise \$ 30 00

Thirty dollars: no/100 DOLLARS

FOR Change of Manager Fee

AMOUNT OF ACCOUNT		
THIS PAYMENT		
BALANCE DUE		

CASH #6909  
 CHECK BY CW  
 CREDIT CARD  
 MONEY ORDER



**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	<b>CONSENT AGENDA</b>
<b>SUBMITTED BY:</b>	Ruben Santiago, Deputy Clerk
<b>DATE:</b>	August 9, 2024
<b>BACKGROUND:</b>	<p><b>Finding of Fact:</b></p> <ul style="list-style-type: none"> <li>• Local fees have been paid and the Clerk is in possession of receipt of payment to the Department of Revenue.</li> <li>• All forms and applications have been submitted</li> <li>• The Police Department has reported no concerns or issues with the location of renewal</li> <li>• The Public Works Department has reported no concerns or issues with the Business in question.</li> <li>• The Administrative Department has no issues or concerns with the Renewal of the Retail Marijuana License</li> </ul>
<b>BUDGET:</b>	\$ 2,300.00 - To 10-32-10 - Marijuana License Fee
<b>RECOMMENDATION:</b>	All legal requirements have been met for the renewal of this license.
<b>ATTACHMENT:</b>	<p>2024 Valley High Business Renewal_Redacted.pdf 2024 Valley High Commercial Lease Agreemanet 2024_Redacted.pdf</p>

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is made this May 24, 2024 by and between Win LLC an entity located at PO Box 1626, Paonia CO 81428 "Landlord" and Valley High LLC an entity/individual located at 512 and st Paonia CO 81428 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

**1. Demised Premises.** The premises leased shall consist of 726 square feet commercial space located at the property known as 512 2nd street, Paonia, CO 81428 in the building or complex (the "Real Property") (the "Demised Premises").

**A) Size of Premises.** The Demised Premises consists of approximately 726 square feet of retail space and a carport and comprises approximately 44% of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

**B) Reserved Uses.** Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

**C) Common Area.** Landlord grants to Tenant the non-exclusive right to use, in common with all other tenants or occupants of the Real Property, the Common Area of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants. The Common Area shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time-to-time to change the sizes, locations, shapes, and arrangements of the Common Area; restrict parking by Tenant and other tenants to designated areas; and do and perform such other acts in and to the Common Area and adopt, modify, and enforce such rules and requirements as Landlord in its sole discretion deems advisable. Landlord shall maintain the Common Area in good repair and reasonably clear of debris.

**D) Parking Spaces.** Landlord agrees that Tenant, including its guests, employees, agents, and customers, has the right to use any parking space(s) located in the building parking lot on a reasonable non-exclusive first-come, first serve basis. Tenant accepts and understands that parking privileges granted are personal to the Tenant and such parking privileges may not be assigned or sublet. Tenant will not pay Landlord a fee for the use of such parking privileges. Tenant or guests may not leave vehicles parked overnight, unless prior written consent has been obtained from landlord.

**E) Storage Facilities.** This Agreement and the Demised Premises does not include the use of any storage facilities on the Real Property.

**2. Agreement to Lease.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

**3. Term of Lease.** The term of this Agreement shall commence on May 31, 2024 ("Commencement Date") and ending at midnight on July 31, 2025 ("Termination Date").

ME (Initials) 5/24/24 (Date)

4. **Rental Terms.** With respect to the terms of the rental:

A) **Base Rent.** Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$1,150.00, payable on a monthly basis ("Base Rent"). Base Rent is due no later than the 1st day of the payment period. Base Rent is payable by deposit to Win Win LLC, Account [REDACTED] at First Colorado National Bank at 133 Grand Ave Paonia, CO. 81428, or as otherwise agreed upon by the parties. Please put the room number in the memo note of the check.

B) **Operating Cost.** N/A

C) **Taxes.** Landlord shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon.

D) **Payment of Rent.** Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant.

E) **Partial Payments.** Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

F) **Past Due Payments.** If any amount due under this Agreement remains unpaid five (5) days after it is due, a late charge equal to \$20.00 per day ("Late Charge") shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). If any amount due under this Agreement remains unpaid for more than thirty (30) days after it is due, then in addition to the Late Charge, such unpaid amounts shall bear interest at the rate of 10% per month. In the event Landlord receives a payment from Tenant which is returned for insufficient funds, Landlord may, without limiting Landlord's other remedies, charge Tenant a fee in the amount of \$50.00 to cover Landlord's overhead and administrative expenses and/or require that all payments thereafter be bank certified or cashier's checks. In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

G) **Security Deposit.** Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$ 2,150.00 which amount shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall not accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

H) **Holding Over.** If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be

ME (Initials) 5/24 (Date)

one and fifteen hundredths (1.15) times the Base Rent applicable immediately prior to the expiration of the Term. If Tenant decides to terminate Lease after Lease has expired and is on a month to month basis they must give 1 months notice prior to the 1st of the month.

**5. Use, Occupancy and Condition of Premises.**

**A) Use and Occupancy.** Tenant shall use and occupy the Demised Premises for licensed retail marijuana store. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services for Demised Premise. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:

I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.

II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.

III. N/A

IV. All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.

V. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.

VI. N/A

VII. No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises.

VIII. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

IX. Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.

X. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises.

XI. Tenant shall keep all windows, window sills, window frames and exterior signs of the Demised

Not Applicable  
PM  
5/24/2021

ME (Initials) 5/24 (Date)

Premises clean.

XII. No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.

XIII. No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.

XIV. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first-class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.

XV. Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

XVI. Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

XVII. Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.

XVIII. Tenant and Tenant's patients/guests shall occupy Demised Premises only during operating hours. Operating hours are five thirty in the morning mountain standard time (5:30am MST) to nine thirty in the evening mountain standard time (9:30pm MST). Unless prior written consent has been received by landlord.

XIX. Tenant and Tenant's patients/guests shall not stay overnight at the Demised Premises or in Common Areas.

**B) Environmental Restrictions.** Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry

shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

ME (Initials) 5/24 (Date)



**C) Condition and Acceptance of Premises.** Tenant accepts the Demised Premises in their current condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have a three (3) day waiting period to discover any defects and shall notify Landlord immediately of the same.

**6. Property in Demised Premises.** With respect to the property:

**A) Right to Leasehold Improvements.** All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

**B) Risk and Loss of Tenant's Personal Property.** All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

**7. Repairs and Maintenance.** With respect to repair and maintenance obligations:

**A) Landlord's Obligation to Repair and Maintain.** Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following:

- Foundation and structural components of the building
- Exterior walls but excluding (windows, doors, window and door frames, plate glass)
- Roof, gutters and downspouts

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

**B) Tenant's Obligation to Repair and Maintain.** All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following:

- Sink and plumbing issues related to Tenant Use in Demised Premises
- Flooring and lighting inside Demised Premises

**C) Remodeling.** Tenant shall not do the following:

- Paint, decorate, or in any way change the exterior (or the appearance) of the Demised Premises

ME (Initials) 5/24 (Date)

without prior written consent of Landlord.

- Remodel, make additions, alterations or structural changes to the interior of the Demised Premises without prior written consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord.

- Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without the prior written consent of Landlord, which consent may be denied, conditioned or withheld at Landlord's sole discretion.

- All nail holes, pin holes and wall hangings must be fixed and repaired by Tenant prior to Lease termination. If repairs are not made or are not made satisfactorily, then the cost to fix shall be taken out of the Tenants security deposit.

**D) No Liens Permitted.** No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within thirty (30) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

**8. Insurance and Indemnification.** With respect to insurance and indemnification:

**A) Mutual Waiver of Subrogation.** If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

**B) Mutual Hold Harmless.** It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

**C) Tenant's Indemnity.** Tenant shall and hereby does indemnify and hold Landlord harmless from and against any and all claims arising from: (a) Tenant's use or occupancy of the Premises or the conduct of Tenant's business or profession; or (b) any willful or negligent acts or omissions of Tenant, or of Tenant's agents, employees, contractors or invitees. Tenant shall and hereby does further indemnify, defend and hold Landlord harmless from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim or any action or proceeding brought thereon. In case any

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action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord, shall defend same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's negligence or intentional misconduct, and Tenant hereby waives all claims in respect thereof against Landlord.

**9. Signs.** With respect to signs:

**A) Exterior Sign.** Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business. Any Exterior Sign must be approved by Landlord and shall comply with the requirements of Landlord. Landlord reserves the right to reject any Exterior Sign design it feels is inappropriate for any reason in its sole discretion. Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

**B) Other Signs.** All signs, banners, lettering, advertising, lighting, or any other things of any kind visible from the exterior of the Demised Premises installed or affixed by Tenant shall be first approved in writing by Landlord and the location and method of installation of the same shall be approved by Landlord in its sole discretion. Landlord agrees that such approval shall not be unreasonable withheld.

**10. Utility Services.** Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises.

Tenant is responsible for making payments for the following utilities:

- Town of Paonia Water, sewer, trash and sidewalk
- DMEA Electric
- Elevate Internet

**11. Access, Surrender, and Assignment.** With respect to access, surrender, and assignment:

**A) Access.** Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

**B) Surrender.** Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

**C) Removal and Restoration.** Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by fire or other insured casualty excepted.

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**D) Assignment and Subletting.** Tenant shall not assign, mortgage, encumber or transfer any interest in this Agreement, or sublet the Demised Premises in whole or in part, nor grant a license or concession in connection therewith without Landlord's prior written consent, which consent shall be at Landlord's sole discretion.

**12. Damage to Premises.** With respect to damage to the Premises:

**A) Substantial Damage.** In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed one hundred thousand dollars (\$100,000.00 usd) of the then replacement value thereof, then the parties may, at their option, within thirty (30) days after the occurrence of such casualty, terminate this Agreement upon written notice.

**B) Partial Damage.** In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than one hundred thousand dollars (\$100,000.00 usd) of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall not be limited to restoring the structural portions of the Demised Premises and shall include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within thirty (30) days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

**C) Rents Upon Damage or Destruction.** In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

**13. Eminent Domain.** With respect to eminent domain:

**A) Condemnation of Demised Premises.** If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than 1% of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemner and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the

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Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within one (1) days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

**B) Condemnation Award.** All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

**14. Insolvency and Bankruptcy.** The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

**15. Default.** With respect to default:

**A) Rights in Event of Default of Tenant.** If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after fifteen (15) days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.

**B) Costs and Payment of Rents.** Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover from Tenant all damages Landlord may incur by reason of such default, and including the Rent

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reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

**C) Right of Removal of Tenant's Property.** Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof; or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

**D) Default of Landlord.** Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within thirty (30) days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than ninety (90) days to cure).

**16. Quiet Enjoyment.** Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

**17. Miscellaneous.**

**A) Waivers.** No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

**B) Subordination.** Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.

**C) Notices and Certificates.** All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day following the date on which such notice is deposited in a post office box of the United States Postal

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Service.

**D) Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

**E) Governing Law.** The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, not including its conflicts of law provisions.

**F) Dispute Resolution.** Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association. If Tenant or Landlord institutes a lawsuit or arbitration against the other for violation of, or to enforce any covenant or condition of this contract, whoever prevails in such lawsuit or arbitration will be entitled to all of its costs and expenses incurred in connection with such lawsuit, including, without limitation, attorneys' fees. The "prevailing party" in such action will be determined by the court or American Arbitration Association.

**G) Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

**H) Complete Agreement.** This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

**I) Successors in Interest.** The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

**J) Additional Provisions.** Tenant is responsible for snow removal, weeding and watering landscape area.

**K) No pets are allowed except 1 African Grey parrot and Hoyt the service dog.**

**L) For the rent fee of June of 2024, the Tenant will receive a one time discount of \$150.00.**

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

Win Win, LLC  
Landlord Name

  
Representative Signature

Patrick McCamey  
Representative Name and Title

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Michah Erickson  
Tenant Signature

Michah Erickson  
Tenant Name

Received 1,150.00 towards  
security deposit. Tammy is giving  
~~the~~ 1,000.00 towards security  
balance at closing, as  
transfer of security deposit



5/24/2021

ME (Initials) 5/24 (Date)



# Valley High Business Renewal

Micah Erickson <[REDACTED]>

Mon 7/29/2024 3:17 PM

To: Samira V <SamiraV@townofpaonia.com>

You don't often get email from valleyhighllc@gmail.com. [Learn why this is important](#)

# Payment Receipt Confirmation

## Your payment was successfully processed.

### Transaction Summary

Receipt Confirmation

Description	Amount
DOR Med Marijuana Division Online Payment Transaction	\$2,300.00
Service Fee	\$1.00
<b>TOTAL</b>	<b>\$2,301.00</b>

*This online service is provided by a 3rd party working in partnership with the state of Colorado. The price includes a service fee of \$.75 plus 2.25% of the order total for credit card payments or \$1 for electronic check payments.*

### Customer Information

<b>Customer Name</b>	Micah Erickson	<b>Receipt Date</b>	7/29/2024
<b>Company Name</b>	Valley High LLC	<b>Receipt Time</b>	02:56:15 PM MDT
<b>Local Reference ID</b>	66a7ff04653780005cf7aa89		

### Payment Information

<b>Payment Type</b>	Electronic Check	<b>Account Number</b>	[REDACTED]
		<b>Order ID</b>	232873030
		<b>Name on Account</b>	Valley High LLC

### Billing Information

<b>Billing Address</b>	512 2nd Street
<b>Address 2</b>	PO Box 965
<b>Billing City, State</b>	Paonia, CO
<b>Billing Zip/Postal Code</b>	81428
<b>Country</b>	US

**Phone Number** [REDACTED]

**This receipt has been emailed to the address below.**

Date : 07/15/2022

Confirm that the QPF is current with all required filings pursuant to any applicable requirements by any securities regulatory.

Current/Not Current : Current

Confirm that ALL required findings of suitability, including all QPF managers, investment advisers, investment adviser representatives, any trustee or equivalent, and any other person that controls the investment in, or management or operations of, the RMB, have been obtained SINCE the QPF became effective.

Yes/No : Yes

### Addendum C- Qualified Institutional Investor

---

Provide identities of all Regulators with oversight over the QII's securities

QII Regulators:

Reporting agencies required reports submitted on :

List of Sanctions, penalties, assessments, or cease and desist orders by any securities regulatory agency, including but not limited to the United States Securities and Exchange Commission or the Canadian Securities Administrators (.HEIC file extension NOT supported).

listsanc:

Attach the most recent list of PBO's possessed by the QII (.HEIC file extension NOT supported).

pbosbytheqii:

#### Questions

Confirm that the QII is current with all required filings pursuant to any applicable requirements by any securities regulatory.

Current/Not Current : Current

Confirm that ALL required findings of suitability including all QII managers, investment advisers, investment adviser representatives, any trustee or equivalent, and any other person that controls the investment in, or management or operations of, the RMB have been obtained PRIOR TO the QII becoming effective

Yes/No : Yes

### Affirmation of Complete Application

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I affirm that I have submitted a complete application and by selecting the "I Affirm and Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Affirm and Accept :

Signature : Micah Nichole Erickson

Attach the most recent list of Non-Objecting Beneficial owners possessed by the PTC. (First renewal of the year only) (.HEIC file extension NOT supported).

NonObjectingBeneown:

If there have been any changes in the business objectives of the Publicly Traded Company, provide documentation that establishes it still qualifies to hold a RMB license as referenced in 44-10-103 (50).

Description :

Attach documents requiring divestiture of any CBO that is prohibited by Section 44-10-307 that has had his or her Owner's License revoked or has been found unsuitable (.HEIC file extension NOT supported).

DivestiturePlan:

If the Licensee or RMB is required to have audited financial statements by another regulator (e.g. United States Securities and Exchange Commission or the Canadian Securities Administrators) the financial statements provided to the Division must be audited and must also include all footnotes, schedules, auditors' report(s), and auditor's opinion(s). If the financial statements are publicly available on a website (e.g. EDGAR or SEDAR), the Licensee or RMB may provide notification of the website link where the financial statements can be accessed in lieu of hardcopy submission. (See Rule 2-225(G)(4)(a)) (.HEIC file extension NOT supported).

auditedfindocs:

**Questions**

Confirm that the PTC is current with all required filings pursuant to any applicable requirements by any securities regulatory authority including, but not limited to, the United States Securities and Exchange Commission or the Canadian Securities Administrators.

Current/Not Current : Current

Confirm that ALL required findings of suitability have been obtained PRIOR TO the PTC becoming a CBO.

Yes/No : Yes

Confirm that all mandatory filings for CBO's as required by any securities regulatory authority, including, but not limited to the United States Securities and Exchange Commission or the Canadian Securities Administrators, have been filed and the MED has been provided concurrent notice with the filing.

Yes/No : Yes

**Addendum B- Qualified Private Fund**

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Identify all regulatory agencies with oversight over the QPF's securities.

Regulatory Agency Name(s):

Reporting agencies required reports submitted on :

Provide a list of sanctions, penalties, assessments, or cease and desist orders by any securities regulatory agency, including but not limited to the US Securities and Exchange Commission or the Canadian Securities Administrators (.HEIC file extension NOT supported).

sanc:

**Questions**

, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature of Authorized Representative : Micah Nichole Erickson

Date : 07/15/2022

**AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION**

Pursuant to subsections 44-10-309(5) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I,

Name : Micah Nichole Erickson

, as Controlling Beneficial Owner or Manager for

Business Name : Valley High LLC

, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature of Authorized Representative : Micah Nichole Erickson

Date : 07/15/2022

**Addendum A - Publicly Traded Company**

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Stock Trading Symbol :

NAICS/SIC Code :

Name of Exchange(s) traded on :

Identify all regulatory agencies with oversight over the company's securities

Regulatory Agency:

Reporting agencies required reports submitted on: :

Provide a list of sanctions, penalties, assessments, or cease and desist orders by any securities regulatory agency, including but not limited to the US Securities and Exchange Commission or the Canadian Securities Administrators (.HEIC file extension NOT supported).

uploadlistsanc:

substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

- 10. This power of attorney ends twenty-four (24) months from the date of execution.
- 11. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that he/she is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
- 12. I do, for myself, my heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
- 13. I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
- 14. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept :

Applicant's Signature : Micah Nichole Erickson

Date : 07/28/2022

**Reasonable Care (Choose one)**

**AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY**

Pursuant to subsections 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I,

Name : Micah Nichole Erickson

, as Controlling Beneficial Owner or Manager for

Business Name : Valley High LLC

accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

I Accept :

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept :

Applicant's Signature : Micah Nichole Erickson

Date : 07/15/2022

### Applicant's Request to Release Information

---

1. I hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my true and lawful attorney in fact for me in my name, place, stead, and on my behalf and for my use and benefit.
6. (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I might;
7. (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
8. (c) To place the name of the agent presenting this request in the appropriate location on this request.
9. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of



Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information:

Name, address, phone number, and SSN (previously requested on this application).

I Accept :

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept :

Legal Last Name : Erickson

Legal First Name : Micah

Legal Middle Name : Nichole

Signature : Micah Nichole Erickson

Date : 07/15/2022

### Investigation Authorization/Authorization to Release Information

---

I hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the

I state under Penalty for offering a false instrument for recording, pursuant to 18-5-114 C.R.S., that the entire Renewal Employee License Application, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested, may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements, may be grounds for denial of a Marijuana application or the revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

I Accept :

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept :

Applicant's Signature : Micah Nichole Erickson

Date : 07/15/2022

### Tax Check Authorization and Request To Release Information

I am signing this waiver on behalf of the "Applicant/Licensee" to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee. The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information.

This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license. Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

If no change, check box.

No Change :

Provide Proof of Possession of Licensed Premises, including any amendments and/or extensions. Choose which is being provided.

Deed, lease, etc. : Rental Agreement

Upload proof of possession document here (.HEIC file extension NOT supported).

proofposdoc:

- Lease 512 2nd St.jpeg
- Lease 512 2nd St 7.jpeg
- Lease 512 2nd St 1.jpeg
- Lease 512 2nd St 2.jpeg
- Lease 512 2nd St 3.jpeg
- Lease 512 2nd St 4.jpeg
- Lease 512 2nd St 5.jpeg
- Lease 512 2nd St 6.jpeg

Facility Diagrams- Provide a Legible and Accurate diagram for the facility. The diagram must include a plan for the Licensed Premises AND a separate plan for the Security/Surveillance, including camera location, number and direction of coverage (.HEIC file extension NOT supported).

Facility Diagrams:

- Diagram Facility.jpeg

If no change to facility and security, check box below.

No Change :

Organizational Chart, including the identity and ownership percentage of all CBO's. (If no change check box below) (.HEIC file extension NOT supported).

OrganizationalChart:

If no change to organizational chart, check box below.

No change to Org chart :

**Affirmation & Consent**

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Have your financial statements been audited? (Audited required for PTC)

Yes/No : Yes

If available online, cite location.

Online Location : N/A

Provide a copy of any contracts, agreements, royalty agreements, equipment leases, financing agreement, security contract or any other IFIH required to be disclosed by Rule 2-230(A)(3). (.HEIC file extension NOT supported)

Agreements:

Provide a copy of any management agreement(s) (.HEIC file extension NOT supported).

Copyofmanagementagreements:

Mgt 1.jpeg  
Mgt.jpeg

Tax Documents establishing compliant return filing and payment of taxes related to any RMB, in which the Person is, or was, required to file and pay taxes. (Do not include entire tax return) (.HEIC file extension NOT supported).

Taxdocumentation:

ERICKSON JESSE & MICAH 2021 Form 1040.pdf

Provide each of the following (only if changed since the last submission):

Organizational Documents- Choose which is being provided.

Choose one : Operating Agreement for LLC

Upload document (.HEIC file extension NOT supported).

Orgdocs:

cert of good standing.pdf

Corporate Governance Document- Choose one

Choose one : Permitted, but not required for Privately held companies

Certificate of Good Standing from jurisdiction where Entity was formed. (If no change, click selection below) (.HEIC file extension NOT supported).

CertificateGoodStanding:

cert of good standing.pdf

Have any CBO's been removed or moved to PBO ownership status since the prior application?  
Yes/No : No

List all Indirect Financial Interest Holders (if applicable).  
Interest Holder:

**Local Licensing Authority**

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Local Licensing Authority : City of Paonia  
Local Licensing Authority Contact Name (if known) : Corin Ferguson  
Contact Phone Number (if known) : (970) 527-4101  
Contact Email (if known) : corrine@townofpaonia.com  
Current License Status with Local Authority  
Status : Approved  
Local License Expiration  
Date of Expiration : 08/27/2022

**Renewal Required Disclosures**

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Provide a copy of the Local Licensing Authority or Local Jurisdiction approval, licensure, and/or documentation demonstrating timely submission of pending local license renewal application (.HEIC file extension NOT supported).

CopyofLocallicense:

Scan 5.jpeg

Provide a list of any sanctions, penalties, assessments or cease and desist orders.  
List here : N/A

**First renewal of the year for each entity must include the following:**

Consolidated Financial Statements prepared in the preceding 365 days (either calendar or fiscal year basis) (.HEIC file extension NOT supported).

FinancialStatements:

ERICKSON JESSE & MICAH 2021 Form 1040.pdf

Middle Name : Nichole  
 Last Name : Erickson  
 Business Associated With : Valley High LLC  
 Ownership Percentage in Controlling Entity/Parent Company : 50%  
 Ownership Percentage in Applicant : 50%

Is the Owner a Natural Person? : Yes  
 If the owner is a Person, enter the name below.  
 First Name : Jesse  
 Middle Name : James  
 Last Name : Erickson  
 Business Associated With : Valley High LLC  
 Ownership Percentage in Controlling Entity/Parent Company : 50%  
 Ownership Percentage in Applicant : 50%

Upload affirmation and release packet(s) here for at least one Controlling Beneficial Owner (.HEIC file extension NOT supported).

affirmationpacket:

Operating Agreement-4.pdf

Are there any outstanding options, warrants or contracts, that may be exercised into an Owner's Interest in the RMB within the next 60 days that would constitute a CBO?

Yes/No : No

Are there any other Persons, other than those listed in the Ownership Structure, that can control the RMB?

Yes/No : No

Are any owners renewing their Owners Licenses with this application?

Yes/No : No

Has the applicant exercised reasonable care to confirm that its CBO's, PBO's (that are Non-Objecting PBO's), Qualified Institutional investors and Indirect Financial Interest Holders are NOT Person(s) prohibited under Section C.R.S. 44-10-307? (Publicly Traded Companies excluded)

Yes/No : Yes

Is the licensee (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) under the age of twenty-one years?

Yes/No : No

Has the applicant or any business entity owned by the applicant, ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic?

Yes/No : Yes

If yes, has it been subject to any of the following actions since the last renewal: (1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) fine; (6) revocation; (7) stipulation or settlement; (8) withdrawn.

Field6-17 : No

Please attach any applicable supporting documents (.HEIC file extension NOT supported).

SupportingDocumentation:

colo license mj

Do you have legal possession of the licensed premises?

Yes/No : Yes

In the past year, has the licensee (including all parent or subsidiary companies, if any) had a tax lien filed against it, or become delinquent in the payment or fling of any judgments, taxes, interest or penalties owed to the State of Colorado.

Yes/No : No

In the past year, has the licensee (including all parent or subsidiary companies, if any), been indicted, served with a criminal summons, charged with or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty.

Yes/No : No

Within the last 12 months, has there been a change in ownership or ownership allocation, a transfer of stock, a change in the incorporation or in the corporate by-laws, or any other change affecting ownership or organizational structure of the licensee or its subsidiaries/affiliates?

Yes/No : No

### Ownership Structure

List Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, managers and any other individual that Controls the RMB.

Corporate Owners:

Is the Owner a Natural Person? : Yes  
If the owner is a Person, enter the name below.  
First Name : Micah

Ownership Type : LLC

**Physical Address**

---

Street Address of Marijuana Business : 512 2nd Street

City : Paonia

County : Delta

State : Colorado - CO

ZIP : 81428

Country : United States

Phone Number : 9705271077

Business Email : valleyhighllc@gmail.com

**Mailing Address**

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Mailing Address (include suite or apt. #) : P.O. Box 965

City : Paonia

County : Delta

State : Colorado - CO

Zip : 81428

Country : United States

**Primary Contact Person**

---

Primary Contact Person for Business (Full name) : Micah Nichole Erickson

Phone Number : [REDACTED]

Email : valleyhighllc@gmail.com

**Questions**



## Renewal Application Information

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### Renewal Application Instructions and Checklist

Answer every question. If a question doesn't apply, indicate with an N/A. All renewals should be submitted prior to expiration.

The disclosure requirements and the main application must be completed in full by all applicants. If this renewal includes a PTC, QPF, or QII, the appropriate addendum must also be completed.

**NOTE:** There is no longer a grace period for the renewal of RMB licenses. If your license expires, you will need to cease operations and reapply for a new RMB license and pay all required fees.

See fee table on website: [www.colorado.gov/revenue/med](http://www.colorado.gov/revenue/med)

### All Forms Signed & Attached

Each of the following forms must be completed and signed by a CBO of the RMB and included with the application:

- Affirmation & Consent
- Tax Check Authorization
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information
- Affirmation of Reasonable Care
- Upon request by the Division, an Applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request. Please note: This deadline may be extended for a period of time commensurate with the scope of the request.

Please go [here](#) for the affidavits and release packet each owner will need to fill out and sign.

## Business Information

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Applicant's Legal Business Name : VALLEY HIGH LLC

License Number : 402R-00934

License Type : Retail Marijuana Store

License Expiration Date : 2022-08-27

Choose the type of grow if renewing a cultivation.

Indoor, Outdoor or Mixed : N/A

List all Registered Trade names here. If you do not have a trade name, please put N/A.

Trade Name(s) (DBA) :

Federal Taxpayer ID (FEIN) : 853907518

Colorado Sales Tax License # : 94941709-0000

Name of Registered Agent : United States Corporation Agents, Inc.

On Dec 18, 2023, at 3:41 PM, Samira V <SamiraV@townofpaonia.com> wrote:

Perfect, thank you Micah!

*Samira M Vetter*

Town Clerk  
Town of Paonia  
(970) 527-4101 Ext 2010

[Townofpaonia.colorado.gov](http://Townofpaonia.colorado.gov)

"The more man meditates upon good thoughts, the better will be his world and the world at large." ~ Confucious

***Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.***

---

**From:** Micah Erickson <[REDACTED]>

**Sent:** Monday, December 18, 2023 3:35 PM

**To:** Samira V <[REDACTED]>

**Subject:** Valley High Employee List



**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	<b>CONSENT AGENDA</b>
<b>SUBMITTED BY:</b>	Ruben Santiago, Deputy Clerk
<b>DATE:</b>	August 9, 2024
<b>BACKGROUND:</b>	<p><b>Finding of Fact:</b></p> <ul style="list-style-type: none"><li>• License Renewal Paperwork is in the possession of the Town Clerk</li><li>• Local fees have been paid and the Colorado Dept. of Revenue’s fees are in the custody of the Town Clerk</li><li>• The Administrative Offices have no issues or concerns with license renewal.</li><li>• The Police Department has no issues or concerns with the renewal.</li><li>• The Public Works Department has no issues or concerns with the renewal</li></ul>
<b>BUDGET:</b>	\$250 to - 10-32-01 - Liquor Licenses.
<b>RECOMMENDATION:</b>	All legal requirements have been met for the renewal of this license.
<b>ATTACHMENT:</b>	ParadiseTheaterLiquor-Renewal-2024_Redacted.pdf

DR 8400 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Submit to Local Licensing Authority

**PATD**  
JUL 15 2024  
TOWN OF PAONIA

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

Paid online

Licensee Name

Paonia Liguors LLC

Doing Business As Name (DBA)

Paonia Liguors

Liquor License Number

03-10199

License Type

Retail Liguors

Sales Tax License Number

33780290-0000

Expiration Date

12-31-25

Due Date

#### Business Address

Street Address

4 3rd Street

Phone Number

970-527-3131

City

Paonia

State ZIP Code

CO 81428

#### Mailing Address

Street Address

P.O. Box 342

City

Paonia

State ZIP Code

CO 81428

Email

Paonia Liguors@gmail.com

Operating Manager

Date of Birth

Christina Knowles

09-23-77

Home Address

Street Address

[Redacted]

Phone Number

[Redacted]

City

[Redacted]

State

CO

ZIP Code

[Redacted]

1. Do you have legal possession of the premises at the street address?.....  Yes  No
- Are the premises owned or rented?  Owned  Rented\*
- \*If rented, expiration date of lease [Redacted]

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.

**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

Christina Knowles

Title

Owner

Signature

Christina Knowles

Date (MM/DD/YY)

07/11/24

**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)

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

I, Christina Knowles

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

(the "Applicant/Licensee")

Pavnia Liquors

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)

Paonia Liquors Christina Knowles

Social Security Number/Tax Identification Number

82-4019008

Home Phone Number

Business/Work Phone Number

970-527-3131

Street Address

4 3rd St

City

Paonia

State

CO

ZIP Code

81428

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

Christina Knowles

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

Christina Knowles

Date Signed

07/11/24

**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).



## Retail Liquor License Renewal Application

### Instructions

1. Complete entire application and attach details, if necessary.
2. Submit application 45 days prior to expiration to your local city or county licensing. Do not submit to the State.
3. Submit the appropriate renewal license fee by license type.
4. As of July 1, 2024, a \$250 annual renewal application fee will be applied to all renewals.

License Type	Fee
Fermented Malt Beverage and Wine (city)	\$96.25
Fermented Malt Beverage and Wine (county)	\$117.50
Fermented Malt Beverage On Premise (city)	\$96.25
Fermented Malt Beverage On Premises (county)	\$117.50
Fermented Malt Beverage On/Off Premises (city)	\$96.25
Fermented Malt Beverage On/Off Premises (county)	\$117.50
Arts License (city)	\$308.75
Arts License (county)	\$308.75
Beer & Wine (city)	\$351.25
Beer & Wine (county)	\$436.25
Brew Pub (city)	\$750.00
Brew Pub (county)	\$750.00
Campus Liquor Complex (city)	\$500.00
Campus Liquor Complex (county)	\$500.00
Campus Liquor Complex (state)	\$500.00
Club License (city)	\$308.75
Club License (county)	\$308.75
Distillery Pub (city)	\$750.00
Distillery Pub (county)	\$750.00
Hotel & Restaurant (city)	\$500.00
Hotel & Restaurant (county)	\$500.00

License Type	Fee
Hotel & Restaurant / Optional Premise (city)	\$600.00*
Hotel & Restaurant / Optional Premise (county)	\$600.00*
Liquor Licensed Drug Store (city)	\$227.50
Liquor Licensed Drug Store (county)	\$312.50
Liquor Store (city)	\$227.50
Liquor Store (county)	\$312.50
Lodging and Entertainment (city)	\$500.00
Lodging and Entertainment (county)	\$500.00
Optional Premises (city)	\$500.00
Optional Premises (county)	\$500.00
Racetrack License (city)	\$500.00
Racetrack License (county)	\$500.00
Resort Complex (city)	\$500.00
Resort Complex (county)	\$500.00
Related Facility - Campus Liquor Complex (city)	\$160.00
Related Facility - Campus Liquor Complex (county)	\$160.00
Related Facility - Campus Liquor Complex (state)	\$160.00
Retail Gaming Tavern (city)	\$500.00
Retail Gaming Tavern (county)	\$500.00
Tavern (city)	\$500.00
Tavern (county)	\$500.00
Vintner's Restaurant (city)	\$750.00
Vintner's Restaurant (county)	\$750.00

\* Plus \$100.00 for each additional optional premise(s)

PAONIA LIQUORS LLC

80-1915/865

PAONIA, CO 81428

DATE 7-15-24

66

SPECIALTY LEMON/HIGH SECURITY



PAY TO THE ORDER OF

Town of Paonia  
Two Hundred Forty Seven and 50/100 \$247.50  
DOLLARS

Heat Reactive Ink

OakStar BANK www.oakstarbank.com

MEMO License Renewal

Christina Knowles

MP

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

PAONIA LIQUORS LLC

80-1915/865

PAONIA, CO 81428

DATE 7-15-24

SPECIALTY LEMON/HIGH SECURITY



PAY TO THE ORDER OF

Department of Revenue  
Two Hundred Fifty and 10/100 \$250.00  
DOLLARS

Heat Reactive Ink

OakStar BANK www.oakstarbank.com

MEMO License Renewal

Christina Knowles

MP

LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

RECEIPT

Town of Paonia

214 Grand Avenue  
Paonia CO 81428  
970-527-4101

NO. 359854

DATE 7-15-24

RECEIVED FROM Paonia Liquors LLC \$ 497.50

FOR Four Hundred Ninty - Seven and 50/100  
Two Checks \$250 + \$ 247.50

AMOUNT OF ACCOUNT		
THIS PAYMENT		
BALANCE DUE		

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Morgan Taylor

PAYED

JUL 15 2024

TOWN OF PAONIA

Town of Paonia  
PO Box 460  
214 Grand Avenue  
Paonia CO 81428-0460

(970) 527-4101

Receipt No: 2.004067

Aug 9, 2024

PAONIA LIQUORS LLC

Previous Balance:	.00
Licenses & Permits - Liquor License RENEWAL 2024	197.50
<hr/>	
Total:	197.50
<hr/>	
Check	197.50
Check No: 4061	197.50
Total Applied:	197.50
<hr/>	
Change Tendered:	.00
<hr/>	

**PAYED**  
AUG 09 2024  
TOWN OF PAONIA

08/09/2024 9:38 AM

PAONIA LIQUORS LLC  
4 3RD STREET  
PO BOX 342  
PAONIA, CO 81428

80-1915/865



DATE 8-1-24 MP



PAY TO THE ORDER OF

Town of Paonia

\$197.50 ~~XX~~

One Hundred Ninety Seven and 50/100 DOLLARS

Heat Reactive Ink

**OakStar** BANK  
www.oakstarbank.com

MEMO License Renewal

Christina Knowles MP



LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

DR 8400 (02/18/24)  
**COLORADO DEPARTMENT OF REVENUE**  
 Liquor Enforcement Division  
 PO BOX 17087  
 Denver CO 80217-0087  
 (303) 205-2300

**Submit to Local Licensing Authority**

**PAID**  
 JUL 15 2024  
 TOWN OF PAONIA

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

Uploaded to MoveIt on Date

Licensee Name

Paonia Liquors LLC

Doing Business As Name (DBA)

Paonia Liquors

Liquor License Number

03-10199

License Type

Retail Liquors

Sales Tax License Number

33780290-0000

Expiration Date

12-31-25

Due Date

### Business Address

Street Address

4 3rd Street

Phone Number

970-527-3131

City

Paonia

State

CO

ZIP Code

81428

### Mailing Address

Street Address

P.O. Box 342

City

Paonia

State

CO

ZIP Code

81428

Email

PaoniaLiquors@gmail.com

Operating Manager

Date of Birth

Christina Knowles

09-23-77

Home Address

Street Address

Phone Number

[Redacted]

[Redacted]

City

State

ZIP Code

Crawford

CO

[Redacted]

- 1. Do you have legal possession of the premises at the street address?.....  Yes  No  
 Are the premises owned or rented?  Owned  Rented\*  
 \*If rented, expiration date of lease [Redacted]

- 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.

**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

Christina Knowles

Title

Owner

Signature

Christina Knowles

Date (MM/DD/YY)

07/11/24

**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)

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

I, Christina Knowles

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

(the "Applicant/Licensee")

Pannia Liquors

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)

Paonia Liquors Christina Knowles

Social Security Number/Tax Identification Number

[Redacted]

Home Phone Number

[Redacted]

Business/Work Phone Number

970-527-3131

Street Address

4 3rd St

City

Paonia

State

CO

ZIP Code

81428

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

Christina Knowles

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

Christina Knowles

Date Signed

07/11/24

**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).



## Retail Liquor License Renewal Application

### Instructions

1. Complete entire application and attach details, if necessary.
2. Submit application 45 days prior to expiration to your local city or county licensing. Do not submit to the State.
3. Submit the appropriate renewal license fee by license type.
4. As of July 1, 2024, a \$250 annual renewal application fee will be applied to all renewals.

License Type	Fee
Fermented Malt Beverage and Wine (city)	\$96.25
Fermented Malt Beverage and Wine (county)	\$117.50
Fermented Malt Beverage On Premise (city)	\$96.25
Fermented Malt Beverage On Premises (county)	\$117.50
Fermented Malt Beverage On/Off Premises (city)	\$96.25
Fermented Malt Beverage On/Off Premises (county)	\$117.50
Arts License (city)	\$308.75
Arts License (county)	\$308.75
Beer & Wine (city)	\$351.25
Beer & Wine (county)	\$436.25
Brew Pub (city)	\$750.00
Brew Pub (county)	\$750.00
Campus Liquor Complex (city)	\$500.00
Campus Liquor Complex (county)	\$500.00
Campus Liquor Complex (state)	\$500.00
Club License (city)	\$308.75
Club License (county)	\$308.75
Distillery Pub (city)	\$750.00
Distillery Pub (county)	\$750.00
Hotel & Restaurant (city)	\$500.00
Hotel & Restaurant (county)	\$500.00

License Type	Fee
Hotel & Restaurant / Optional Premise (city)	\$600.00*
Hotel & Restaurant / Optional Premise (county)	\$600.00*
Liquor Licensed Drug Store (city)	\$227.50
Liquor Licensed Drug Store (county)	\$312.50
Liquor Store (city)	\$227.50
Liquor Store (county)	\$312.50
Lodging and Entertainment (city)	\$500.00
Lodging and Entertainment (county)	\$500.00
Optional Premises (city)	\$500.00
Optional Premises (county)	\$500.00
Racetrack License (city)	\$500.00
Racetrack License (county)	\$500.00
Resort Complex (city)	\$500.00
Resort Complex (county)	\$500.00
Related Facility - Campus Liquor Complex (city)	\$160.00
Related Facility - Campus Liquor Complex (county)	\$160.00
Related Facility - Campus Liquor Complex (state)	\$160.00
Retail Gaming Tavern (city)	\$500.00
Retail Gaming Tavern (county)	\$ 500.00
Tavern (city)	\$ 500.00
Tavern (county)	\$500.00
Vintner's Restaurant (city)	\$750.00
Vintner's Restaurant (county)	\$750.00

\* Plus \$100.00 for each additional optional premise(s)

PAONIA LIQUORS LLC

80-1915/865

PAONIA, CO 81428

DATE 7-15-24

74

SPECIALTY LAMIN HIGH SECURITY



PAY TO THE ORDER OF

Town of Paonia \$247.50  
Two Hundred Forty Seven & 50/100 DOLLARS

Heat Reactive Ink

OakStar BANK www.oakstarbank.com

MEMO License Renewal

Christina Knowles MP

INK DETAILS ON BACK

PAONIA LIQUORS LLC

80-1915/865

PAONIA, CO 81428

DATE 7-15-24

SPECIALTY LAMIN HIGH SECURITY



PAY TO THE ORDER OF

Department of Revenue \$250.00  
Two Hundred Fifty & 00/100 DOLLARS

Heat Reactive Ink

OakStar BANK www.oakstarbank.com

MEMO License Renewal

Christina Knowles MP

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

RECEIPT

Town of Paonia

214 Grand Avenue  
Paonia CO 81428  
970-527-4101

NO. 359854

DATE 7-15-24

RECEIVED FROM Paonia Liquors LLC \$ 497.50  
Four Hundred Ninty - Seven and 50/100 DOLLARS  
FOR Two Checks \$250 + \$ 247.50

AMOUNT OF ACCOUNT		
THIS PAYMENT		
BALANCE DUE		

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY Morgan Taylor

PAID

JUL 15 2024

TOWN OF PAONIA

Town of Paonia  
PO Box 460  
214 Grand Avenue  
Paonia CO 81428-0460

(970) 527-4101

Receipt No: 2.004067

Aug 9, 2024

**PAYED**  
AUG 09 2024  
TOWN OF PAONIA

PAONIA LIQUORS LLC

Previous Balance:		.00
Licenses & Permits - Liquor License RENEWAL 2024		197.50
<hr/>		
Total:		197.50
<hr/>		
Check	Check No: 4061	197.50
Total Applied:		197.50
<hr/>		
Change Tendered:		.00
<hr/>		

08/09/2024 9:38 AM

PAONIA LIQUORS LLC

80-1915/865

PAONIA, CO 81428

DATE 8-1-24



PAY TO Town of Paonia \$197.50  
IN THE ORDER OF ONE Hundred Ninety Seven & 50/100 DOLLARS

Heat Reactive Ink

**OakStar**  
BANK www.oakstarbank.com

MEMO License Renewal

Christina Knowles NP

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
<b>AB ELECTRIC LLC</b>								
1357	AB ELECTRIC LLC	0760	REPLACEMENT OF GFCI'S IN T	07/29/2024	1,259.20		10-46-22 REPAIRS & MAINTENANCE	08/31/2024
1357	AB ELECTRIC LLC	0761	REPLACEMENT OF 600 VOLT 3	07/29/2024	1,652.76		70-51-22 REPAIRS & MAINTENANCE	08/31/2024
Total AB ELECTRIC LLC:					2,911.96			
<b>ADP, INC</b>								
1352	ADP, INC	666614627	WORKFORCE PERIOD ENDING	07/26/2024	167.12		10-41-20 LEGAL, ENGINEERING & PR	07/31/2024
1352	ADP, INC	666615726	WORKFORCE NOW TIME AND A	07/26/2024	79.50		10-41-20 LEGAL, ENGINEERING & PR	07/31/2024
Total ADP, INC:					246.62			
<b>AMAZON BUSINESS</b>								
1341	AMAZON BUSINESS	19PW-G3DN-7	DISPOSABLE EARPLUGS	08/01/2024	26.95		10-42-16 OPERATING SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	HANDCUFF POUCHES	08/01/2024	94.95		10-42-16 OPERATING SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SPRAY CANISTER POUCHES	08/01/2024	49.95		10-42-16 OPERATING SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	RADIO POUCHES	08/01/2024	162.00		10-42-16 OPERATING SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	5 MIL. LAMINATING POUCHES	08/01/2024	20.13		10-41-15 OFFICE SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SMALL BINDER CLIPS	08/01/2024	19.90		10-41-15 OFFICE SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	3 MIL LAMINATING POUCHES	08/01/2024	12.56		10-41-15 OFFICE SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	FATIGUE MAT	08/01/2024	39.99		10-41-15 OFFICE SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	TODDLER SWING SEATS	08/01/2024	109.98		10-46-22 REPAIRS & MAINTENANCE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MONITORS	08/01/2024	35.51		10-45-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MONITORS	08/01/2024	35.52		10-46-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MONITORS	08/01/2024	71.03		60-50-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MONITORS	08/01/2024	71.03		70-51-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MONITORS	08/01/2024	71.03		80-52-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	STAND DESK	08/01/2024	91.12		10-45-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	STAND DESK	08/01/2024	91.13		10-46-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	STAND DESK	08/01/2024	182.25		60-50-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	STAND DESK	08/01/2024	182.25		70-51-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	STAND DESK	08/01/2024	182.25		80-52-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MEDIUM BINDER CLIPS	08/01/2024	11.00		10-41-15 OFFICE SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD	08/01/2024	1.99		10-45-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD	08/01/2024	2.00		10-46-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD	08/01/2024	4.00		60-50-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD	08/01/2024	4.00		70-51-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD	08/01/2024	4.00		80-52-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD SHIPPING	08/01/2024	1.61		10-45-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD SHIPPING	08/01/2024	1.62		10-46-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD SHIPPING	08/01/2024	3.25		60-50-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD SHIPPING	08/01/2024	3.25		70-51-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD SHIPPING	08/01/2024	3.25		80-52-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD SHIPPING C	08/01/2024	1.61-		10-45-17 POSTAGE	08/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD SHIPPING C	08/01/2024	1.62-		10-46-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD SHIPPING C	08/01/2024	3.25-		60-50-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD SHIPPING C	08/01/2024	3.25-		70-51-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DESK/MOUSE PAD SHIPPING C	08/01/2024	3.25-		80-52-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	THUNDERBOLT DOCKING STAT	08/01/2024	26.24		10-45-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	THUNDERBOLT DOCKING STAT	08/01/2024	26.25		10-46-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	THUNDERBOLT DOCKING STAT	08/01/2024	52.50		60-50-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	THUNDERBOLT DOCKING STAT	08/01/2024	52.50		70-51-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	THUNDERBOLT DOCKING STAT	08/01/2024	52.50		80-52-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DUAL MONITOR RISER STAND	08/01/2024	4.99		10-45-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DUAL MONITOR RISER STAND	08/01/2024	5.00		10-46-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DUAL MONITOR RISER STAND	08/01/2024	10.00		60-50-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DUAL MONITOR RISER STAND	08/01/2024	10.00		70-51-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DUAL MONITOR RISER STAND	08/01/2024	10.00		80-52-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR	08/01/2024	3.74		10-45-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR	08/01/2024	3.74		10-46-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR	08/01/2024	7.49		60-50-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR	08/01/2024	7.49		70-51-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR	08/01/2024	7.49		80-52-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR SHIPPING	08/01/2024	.98		10-45-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR SHIPPING	08/01/2024	.98		10-46-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR SHIPPING	08/01/2024	1.97		60-50-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR SHIPPING	08/01/2024	1.97		70-51-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR SHIPPING	08/01/2024	1.97		80-52-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR SHIPPING	08/01/2024	.98-		10-45-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR SHIPPING	08/01/2024	.98-		10-46-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR SHIPPING	08/01/2024	1.97-		60-50-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR SHIPPING	08/01/2024	1.97-		70-51-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SURGE PROTECTOR SHIPPING	08/01/2024	1.97-		80-52-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	ERGONOMIC MOUSE	08/01/2024	3.12		10-45-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	ERGONOMIC MOUSE	08/01/2024	3.12		10-46-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	ERGONOMIC MOUSE	08/01/2024	6.25		60-50-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	ERGONOMIC MOUSE	08/01/2024	6.25		70-51-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	ERGONOMIC MOUSE	08/01/2024	6.25		80-52-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	TRASH BAGS	08/01/2024	96.88		10-46-16 OPERATING SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DISPLAY PORT TO HDMI ADAPT	08/01/2024	1.84		10-45-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DISPLAY PORT TO HDMI ADAPT	08/01/2024	1.84		10-46-74 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DISPLAY PORT TO HDMI ADAPT	08/01/2024	3.70		60-50-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DISPLAY PORT TO HDMI ADAPT	08/01/2024	3.70		70-51-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	DISPLAY PORT TO HDMI ADAPT	08/01/2024	3.70		80-52-77 MACHINERY & EQUIPMENT	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	2-14 MM HEX BIT SOCKET SET	08/01/2024	39.97		10-46-25 SHOP EXPENSE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	TRASH BAGS	08/01/2024	48.44		10-46-16 OPERATING SUPPLIES	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MAGNETIC SCREWDRIVER SE	08/01/2024	27.30		60-50-25 SHOP EXPENSE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MAGNETIC SCREWDRIVER SE	08/01/2024	27.30		80-52-25 SHOP EXPENSE	08/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1341	AMAZON BUSINESS	19PW-G3DN-7	MAGNETIC SCREWDRIVER SE	08/01/2024	27.30		10-45-25 SHOP EXPENSE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MAGNETIC SCREWDRIVER SE	08/01/2024	27.30		10-46-25 SHOP EXPENSE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MAGNETIC SCREWDRIVER SE	08/01/2024	27.31		70-51-25 SHOP EXPENSE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MAGNETIC SCREWDRIVER SE	08/01/2024	4.03-		60-50-25 SHOP EXPENSE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MAGNETIC SCREWDRIVER SE	08/01/2024	4.03-		80-52-25 SHOP EXPENSE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MAGNETIC SCREWDRIVER SE	08/01/2024	4.03-		10-45-25 SHOP EXPENSE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MAGNETIC SCREWDRIVER SE	08/01/2024	4.03-		10-46-25 SHOP EXPENSE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	MAGNETIC SCREWDRIVER SE	08/01/2024	4.03-		70-51-25 SHOP EXPENSE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	SHIPPING & HANDLING	08/01/2024	99.71		10-41-17 POSTAGE	08/31/2024
1341	AMAZON BUSINESS	19PW-G3DN-7	CREDITS/PROMOTIONS	08/01/2024	113.80-		10-41-17 POSTAGE	08/31/2024
Total AMAZON BUSINESS:					2,183.78			
<b>Anyway Plumbing</b>								
1263	Anyway Plumbing	493157	BACKFLOW TESTING (10X - CD	06/17/2024	700.00		60-50-20 LEGAL, ENGINEERING & PR	08/31/2024
1263	Anyway Plumbing	493161	BACKFLOW TESTING (9X) AND	07/23/2024	910.00		60-50-20 LEGAL, ENGINEERING & PR	08/31/2024
Total Anyway Plumbing:					1,610.00			
<b>Archuleta, Benny</b>								
1245	Archuleta, Benny	ARCH7-1-2024	CERTIFIED OPERATOR ORC	08/01/2024	750.00		70-51-42 CONTRACT SERVICES	08/31/2024
1245	Archuleta, Benny	ARCH7-1-2024	CERTIFIED OPERATOR ORC	08/01/2024	750.00		60-50-42 CONTRACT SERVICES	08/31/2024
Total Archuleta, Benny:					1,500.00			
<b>BISHOP LIFTING INC.</b>								
1405	BISHOP LIFTING INC.	PSI00228293	GALV WIRE ROPE, STEEL THIM	07/31/2024	2,923.60		70-51-22 REPAIRS & MAINTENANCE	08/31/2024
Total BISHOP LIFTING INC.:					2,923.60			
<b>Black Hills Energy</b>								
987	Black Hills Energy	0878832035-0	UTILITIES - GAS - 600 4TH STR	07/22/2024	37.70		10-46-28 UTILITIES	07/31/2024
987	Black Hills Energy	5058039592-0	UTILITIES - GAS - 403 2ND STR	07/22/2024	11.10		10-45-28 UTILITIES	07/31/2024
987	Black Hills Energy	5058039592-0	UTILITIES - GAS - 403 2ND STR	07/22/2024	11.10		60-50-28 UTILITIES	07/31/2024
987	Black Hills Energy	5058039592-0	UTILITIES - GAS - 403 2ND STR	07/22/2024	11.11		70-51-28 UTILITIES	07/31/2024
987	Black Hills Energy	5058039592-0	UTILITIES - GAS - 403 2ND STR	07/22/2024	11.11		80-52-25 SHOP EXPENSE	07/31/2024
987	Black Hills Energy	5315712897-0	UTILITIES - GAS - 214 GRAND A	07/22/2024	27.23		10-41-28 UTILITIES	07/31/2024
987	Black Hills Energy	5315712897-0	UTILITIES - GAS - 214 GRAND A	07/22/2024	27.24		10-42-28 UTILITIES	07/31/2024
987	Black Hills Energy	9843021504-0	UTILITIES - GAS - 41576 LAMBO	07/22/2024	28.68		60-50-28 UTILITIES	07/31/2024
Total Black Hills Energy:					165.27			
<b>Bruin Waste</b>								
1307	Bruin Waste	1908051	PORT-A-POTTY-LAMBORN MES	07/25/2024	99.75		60-50-24 RENTALS	08/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1307	Bruin Waste	1908054	PORT-A-POTTY-332 4TH STREE	07/25/2024	231.00		10-46-24 RENTALS	08/31/2024
1307	Bruin Waste	1908107	PORT-A-POTTY-40571 O ROAD	07/25/2024	168.00		10-46-24 RENTALS	08/31/2024
<b>Total Bruin Waste:</b>					<b>498.75</b>			
<b>Caselle, Inc</b>								
21	Caselle, Inc	134703	CONTRACT SUPPORT & MAINT	08/01/2024	353.75		10-41-31 DUES & SUBSCRIPTIONS	08/31/2024
21	Caselle, Inc	134703	CONTRACT SUPPORT & MAINT	08/01/2024	353.75		60-50-31 DUES & SUBSCRIPTIONS	08/31/2024
21	Caselle, Inc	134703	CONTRACT SUPPORT & MAINT	08/01/2024	353.75		70-51-31 DUES & SUBSCRIPTIONS	08/31/2024
21	Caselle, Inc	134703	CONTRACT SUPPORT & MAINT	08/01/2024	353.75		80-52-31 DUES & SUBSCRIPTIONS	08/31/2024
<b>Total Caselle, Inc:</b>					<b>1,415.00</b>			
<b>CCNC Inc - ATTN: Dave Rowe</b>								
813	CCNC Inc - ATTN: Dave Rowe	2024-000-326	Membership Fee	03/15/2024	100.00		10-42-31 DUES & SUBSCRIPTIONS	08/31/2024
<b>Total CCNC Inc - ATTN: Dave Rowe:</b>					<b>100.00</b>			
<b>CEBT</b>								
1320	CEBT	INV 0067948	BENEFITS PERIOD 2024-08	07/31/2024	17,791.00		10-0223 HEALTH/LIFE INSURANCE	08/31/2024
<b>Total CEBT:</b>					<b>17,791.00</b>			
<b>Cedar Creek Supply LLC</b>								
1284	Cedar Creek Supply LLC	INV-0368	LAGOON TREATMENT	07/10/2024	1,120.00		70-51-16 OPERATING SUPPLIES	08/31/2024
1284	Cedar Creek Supply LLC	INV-0383	LAGOON TREATMENT/T-CHLOR	07/25/2024	1,738.00		70-51-16 OPERATING SUPPLIES	08/31/2024
1284	Cedar Creek Supply LLC	INV-0384	T-CHLOR+ DELIVERY	07/25/2024	2,081.50		60-50-16 OPERATING SUPPLIES	08/31/2024
<b>Total Cedar Creek Supply LLC:</b>					<b>4,939.50</b>			
<b>CIRSA</b>								
23	CIRSA	241587	PC6022565-1-02162024	07/16/2024	1,000.00		60-50-20 LEGAL, ENGINEERING & PR	08/31/2024
<b>Total CIRSA:</b>					<b>1,000.00</b>			
<b>City Of Grand Junction</b>								
673	City Of Grand Junction	2024-0007344	Lab Tests- 06/06/2024	06/30/2024	131.00		60-50-20 LEGAL, ENGINEERING & PR	08/31/2024
<b>Total City Of Grand Junction:</b>					<b>131.00</b>			
<b>CivicPlus</b>								
995	CivicPlus	311209	MUNICODE SUBSCRIPTION RE	07/31/2024	1,101.42		10-41-20 LEGAL, ENGINEERING & PR	08/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
<b>Total CivicPlus:</b>					<b>1,101.42</b>			
<b>Clayton M. Buchner Attorney at Law, LLC</b>								
1392	Clayton M. Buchner Attorney at La	0836	LEGAL SERVICES 07/05/2024-07	08/01/2024	280.50		60-50-20 LEGAL, ENGINEERING & PR	08/31/2024
1392	Clayton M. Buchner Attorney at La	0836	LEGAL SERVICES 07/05/2024-07	08/01/2024	2,719.50		10-41-20 LEGAL, ENGINEERING & PR	08/31/2024
<b>Total Clayton M. Buchner Attorney at Law, LLC:</b>					<b>3,000.00</b>			
<b>CLIMB! TREE SERVICES</b>								
1403	CLIMB! TREE SERVICES	5881	EAB INJECTIONS FOR TREES	07/24/2024	1,300.00		10-46-40 MISCELLANEOUS	07/31/2024
<b>Total CLIMB! TREE SERVICES:</b>					<b>1,300.00</b>			
<b>Delta County Landfill</b>								
56	Delta County Landfill	424674	Landfill Fee	07/15/2024	242.50		80-52-42 LANDFILL FEES	07/31/2024
56	Delta County Landfill	424997	Landfill Fee	07/19/2024	469.50		80-52-42 LANDFILL FEES	07/31/2024
56	Delta County Landfill	425171	Landfill Fee	07/22/2024	236.50		80-52-42 LANDFILL FEES	07/31/2024
56	Delta County Landfill	425489	Landfill Fee	07/26/2024	518.75		80-52-42 LANDFILL FEES	07/31/2024
56	Delta County Landfill	425675	Landfill Fee	07/29/2024	228.75		80-52-42 LANDFILL FEES	07/31/2024
56	Delta County Landfill	425982	Landfill Fee	08/02/2024	428.00		80-52-42 LANDFILL FEES	08/31/2024
56	Delta County Landfill	426166	Landfill Fee	08/05/2024	234.25		80-52-42 LANDFILL FEES	08/31/2024
<b>Total Delta County Landfill:</b>					<b>2,358.25</b>			
<b>Delta Montrose Electric Assn.</b>								
43	Delta Montrose Electric Assn.	MULTIPLE-080	Account 3080095000 - 07012024	07/01/2024	1,546.02		60-50-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-080	Account 3080629100-07012024	07/01/2024	191.52		60-50-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-080	Account 3100701901-07012024	07/01/2024	176.61		60-50-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-080	Account 3080270000-07012024	07/01/2024	37.01		10-46-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-080	Account 3100003000-07012024	07/01/2024	32.75		60-50-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3200125000	07/08/2024	692.16		10-45-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3200690300	07/08/2024	194.42		10-41-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3200690300	07/08/2024	194.43		10-42-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3140305400	07/08/2024	201.59		10-46-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3140124001	07/08/2024	152.76		10-45-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3180027500	07/08/2024	26.27		10-45-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3180027500	07/08/2024	26.27		60-50-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3180027500	07/08/2024	26.27		70-51-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3180027500	07/08/2024	26.28		80-52-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3120200000	07/08/2024	72.18		10-46-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 20992900	07/08/2024	36.66		10-46-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3140308201	07/08/2024	31.21		10-46-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 3140015008	07/08/2024	30.50		10-46-28 UTILITIES	08/31/2024



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 9805013000	07/08/2024	30.50		10-46-28 UTILITIES	08/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-202	Electric Bill 20886100	07/08/2024	2,561.88		70-51-28 UTILITIES	08/31/2024
Total Delta Montrose Electric Assn.:					6,287.29			
<b>Dependable Lumber, Inc.</b>								
46	Dependable Lumber, Inc.	2407-044641	WORK GLOVES & WASP/HORN	07/15/2024	46.45		10-46-16 OPERATING SUPPLIES	07/31/2024
46	Dependable Lumber, Inc.	2407-044831	Pad LOCKS FOR PARK GATE	07/16/2024	16.99		10-46-16 OPERATING SUPPLIES	07/31/2024
46	Dependable Lumber, Inc.	2407-044888	FENCE GLOVES	07/16/2024	21.99		80-52-16 OPERATING SUPPLIES	07/31/2024
46	Dependable Lumber, Inc.	2407-044924	SPRAY ADHESIVE	07/16/2024	18.49		10-46-16 OPERATING SUPPLIES	07/31/2024
46	Dependable Lumber, Inc.	2407-045971	PVC & CONCRETE FOR DUMPS	07/23/2024	90.93		80-52-16 OPERATING SUPPLIES	07/31/2024
46	Dependable Lumber, Inc.	2407-045982	CONCRETE FOR TOWN HALL	07/23/2024	36.76		80-52-16 OPERATING SUPPLIES	07/31/2024
46	Dependable Lumber, Inc.	2407-046030	WASP/HORNET SPRAY	07/24/2024	10.98		80-52-16 OPERATING SUPPLIES	07/31/2024
46	Dependable Lumber, Inc.	2407-046307	BALL VALVE/NIPPLE FOR GERM	07/25/2024	10.78		60-50-22 REPAIRS & MAINTENANCE	07/31/2024
46	Dependable Lumber, Inc.	2407-047151	Wasp/hornet spray	07/31/2024	19.58		10-46-16 OPERATING SUPPLIES	08/31/2024
46	Dependable Lumber, Inc.	2408-047340	Padlock	08/01/2024	22.99		10-46-16 OPERATING SUPPLIES	08/31/2024
46	Dependable Lumber, Inc.	2408-047531	DRILL & TAPPING SCREWS	08/02/2024	3.04		10-46-16 OPERATING SUPPLIES	08/31/2024
46	Dependable Lumber, Inc.	2408-047618	HEX SCREWS	08/02/2024	2.88		10-46-16 OPERATING SUPPLIES	08/31/2024
46	Dependable Lumber, Inc.	2408-047890	CORD ROPES FOR COMPACTO	08/05/2024	1.52		80-52-22 REPAIRS & MAINTENANCE	08/31/2024
Total Dependable Lumber, Inc.:					303.38			
<b>EAGLE WASH</b>								
1367	EAGLE WASH	854458	WATER USAGE	07/15/2024	30.04		80-52-23 VEHICLE EXPENSE	08/31/2024
1367	EAGLE WASH	854458	WATER USAGE	07/15/2024	30.04		60-50-23 VEHICLE EXPENSE	08/31/2024
1367	EAGLE WASH	854458	WATER USAGE	07/15/2024	30.04		70-51-23 VEHICLE EXPENSE	08/31/2024
1367	EAGLE WASH	854458	WATER USAGE	07/15/2024	29.00		10-42-23 VEHICLE EXPENSE	08/31/2024
Total EAGLE WASH:					119.12			
<b>Elevate Fiber</b>								
986	Elevate Fiber	MULTIPLE 071	Internet - 66210 - 07/11/2024	07/11/2024	39.99		10-41-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 66210 - 07/11/2024	07/11/2024	39.99		10-42-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 66210 - 07/11/2024	07/11/2024	79.99		60-50-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 66210 - 07/11/2024	07/11/2024	79.99		70-51-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 66210 - 07/11/2024	07/11/2024	79.99		80-52-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 271710 - 07/11/2024	07/11/2024	129.94		60-50-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 1198710 - 07/11/2024	07/11/2024	9.99		10-45-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 1198710 - 07/11/2024	07/11/2024	9.99		10-46-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 1198710 - 07/11/2024	07/11/2024	19.99		60-50-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 1198710 - 07/11/2024	07/11/2024	19.99		70-51-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 1198710 - 07/11/2024	07/11/2024	19.99		80-52-29 TELEPHONE & INTERNET	08/31/2024
986	Elevate Fiber	MULTIPLE 071	Internet - 1277710 - 07/11/2024	07/11/2024	79.95		70-51-29 TELEPHONE & INTERNET	08/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total Elevate Fiber:					609.79			
<b>Empower Trust Company LLC</b>								
1190	Empower Trust Company LLC	PPE07262024	Retirement Plan PPE	07/26/2024	3,101.26		10-0220 RETIREMENT PLAN	07/31/2024
Total Empower Trust Company LLC:					3,101.26			
<b>Fire &amp; Police Pension Assn.</b>								
63	Fire & Police Pension Assn.	PPE07192024	Payroll Ending 07/19/2024 - PD	07/19/2024	3,068.56		10-0219 FPPA	07/31/2024
63	Fire & Police Pension Assn.	PPE07192024	Payroll Ending 07/19/2024 - PD	07/19/2024	502.12		10-42-12 FPPA D&D	07/31/2024
Total Fire & Police Pension Assn.:					3,570.68			
<b>GLENN, BONNY</b>								
1406	GLENN, BONNY	GLENN-REIMB	REIMB. FOR CREDIT ON STAHL	08/01/2024	90.84		09-0107 UTILITY CASH CLEARING AC	08/31/2024
Total GLENN, BONNY:					90.84			
<b>HINKLE &amp; COMPANY, PC</b>								
1370	HINKLE & COMPANY, PC	15915	Audit 2023	08/05/2024	2,208.34		10-41-21 AUDIT & BUDGET EXPENSE	08/31/2024
1370	HINKLE & COMPANY, PC	15915	Audit 2023	08/05/2024	2,208.33		10-45-21 AUDIT & BUDGET EXPENSE	08/31/2024
1370	HINKLE & COMPANY, PC	15915	Audit 2023	08/05/2024	2,208.33		10-46-21 AUDIT & BUDGET EXPENSE	08/31/2024
1370	HINKLE & COMPANY, PC	15915	Audit 2023	08/05/2024	6,625.00		60-50-21 AUDIT & BUDGET EXPENSE	08/31/2024
1370	HINKLE & COMPANY, PC	15915	Audit 2023	08/05/2024	6,625.00		70-51-21 AUDIT & BUDGET EXPENSE	08/31/2024
1370	HINKLE & COMPANY, PC	15915	Audit 2023	08/05/2024	6,625.00		80-52-21 AUDIT & BUDGET EXPENSE	08/31/2024
Total HINKLE & COMPANY, PC:					26,500.00			
<b>Lasting Impressions</b>								
98	Lasting Impressions	29189	PD Hats	07/26/2024	108.00		10-42-16 OPERATING SUPPLIES	08/31/2024
Total Lasting Impressions:					108.00			
<b>Leon, Susan</b>								
470	Leon, Susan	LEON-08-2024	Cleaning Contract	08/01/2024	775.00		10-41-25 TOWN HALL EXPENSE	08/31/2024
Total Leon, Susan:					775.00			
<b>Mail Services, LLC.</b>								
645	Mail Services, LLC.	1946166	Postage	06/28/2024	188.94		60-50-17 POSTAGE	08/31/2024
645	Mail Services, LLC.	1946166	Postage	06/28/2024	183.39		70-51-17 POSTAGE	08/31/2024
645	Mail Services, LLC.	1946166	Postage	06/28/2024	183.39		80-52-17 POSTAGE	08/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
<b>Total Mail Services, LLC.:</b>					<b>555.72</b>			
<b>NAPA - Paonia Auto Parts</b>								
122	NAPA - Paonia Auto Parts	413791	TOWSTRAP	07/30/2024	30.26		10-45-22 REPAIRS & MAINTENANCE	08/31/2024
<b>Total NAPA - Paonia Auto Parts:</b>					<b>30.26</b>			
<b>Norris, Mary</b>								
991	Norris, Mary	NORRIS-08-20	PENSION PAYMENT 08/2024	08/01/2024	560.00		60-50-44 NORRIS RETIREMENT	08/31/2024
991	Norris, Mary	NORRIS-08-20	PENSION PAYMENT 08/2024	08/01/2024	560.00		70-51-44 NORRIS RETIREMENT	08/31/2024
<b>Total Norris, Mary:</b>					<b>1,120.00</b>			
<b>One Delta County: An Economic Alliance</b>								
1168	One Delta County: An Economic	2024-22	POSITIVE EMPLOYEE-EMPOLY	07/29/2024	150.00		10-41-26 TRAVEL, MEETINGS & TRAI	08/31/2024
1168	One Delta County: An Economic	2024-22	POSITIVE EMPLOYEE-EMPOLY	07/29/2024	150.00		10-42-26 TRAVEL, MEETINGS & TRAI	08/31/2024
1168	One Delta County: An Economic	2024-22	POSITIVE EMPLOYEE-EMPOLY	07/29/2024	37.50		10-45-26 TRAVEL, MEETINGS & TRAI	08/31/2024
1168	One Delta County: An Economic	2024-22	POSITIVE EMPLOYEE-EMPOLY	07/29/2024	37.50		60-50-26 TRAVEL, MEETINGS & TRAI	08/31/2024
1168	One Delta County: An Economic	2024-22	POSITIVE EMPLOYEE-EMPOLY	07/29/2024	37.50		70-51-26 TRAVEL, MEETINGS & TRAI	08/31/2024
1168	One Delta County: An Economic	2024-22	POSITIVE EMPLOYEE-EMPOLY	07/29/2024	37.50		80-52-26 TRAVEL, MEETINGS & TRAI	08/31/2024
<b>Total One Delta County: An Economic Alliance:</b>					<b>450.00</b>			
<b>OPTEK UTILITY SERVICES LLC</b>								
1401	OPTEK UTILITY SERVICES LLC	191	GERMAN CREEK LINE REPAIR	07/26/2024	1,250.00		60-50-22 REPAIRS & MAINTENANCE	08/31/2024
<b>Total OPTEK UTILITY SERVICES LLC:</b>					<b>1,250.00</b>			
<b>Paonia Farm &amp; Home Supply Inc</b>								
125	Paonia Farm & Home Supply Inc	195655	DUPLICATE KEY	07/12/2024	19.50		10-46-16 OPERATING SUPPLIES	07/31/2024
125	Paonia Farm & Home Supply Inc	195880	DUPLICATE KEY	07/15/2024	15.60		10-46-16 OPERATING SUPPLIES	07/31/2024
125	Paonia Farm & Home Supply Inc	195905	KEYS FOR DUMPSTER	07/15/2024	75.76		10-46-16 OPERATING SUPPLIES	07/31/2024
125	Paonia Farm & Home Supply Inc	195939	Hose Clamps	07/16/2024	9.87		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
125	Paonia Farm & Home Supply Inc	195948	PIPE	07/16/2024	7.95		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
125	Paonia Farm & Home Supply Inc	195986	KEYS FOR FAUCET LOCK	07/16/2024	1.95		10-46-16 OPERATING SUPPLIES	07/31/2024
125	Paonia Farm & Home Supply Inc	196160	PIPE FOR FLAG POLES	07/17/2024	20.67		10-45-22 REPAIRS & MAINTENANCE	08/31/2024
125	Paonia Farm & Home Supply Inc	196685	SEALER SPRAY	07/23/2024	11.99		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
125	Paonia Farm & Home Supply Inc	196902	BLADE SAW WRECKER - GERM	07/25/2024	22.99		60-50-22 REPAIRS & MAINTENANCE	07/31/2024
125	Paonia Farm & Home Supply Inc	197262	WASP/HORNET SPRAY	07/29/2024	17.98		80-52-25 SHOP EXPENSE	07/31/2024
125	Paonia Farm & Home Supply Inc	197262	WASP/HORNET SPRAY	07/29/2024	17.99		10-46-25 SHOP EXPENSE	07/31/2024
125	Paonia Farm & Home Supply Inc	197509	FASTENERS	07/31/2024	4.92		10-42-23 VEHICLE EXPENSE	08/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
<b>Total Paonia Farm &amp; Home Supply Inc:</b>					227.17			
<b>Phonz +</b>								
499	Phonz +	17145	Water	08/01/2024	700.38		60-50-31 DUES & SUBSCRIPTIONS	08/31/2024
499	Phonz +	17145	Sewer	08/01/2024	700.38		70-51-31 DUES & SUBSCRIPTIONS	08/31/2024
499	Phonz +	17145	General	08/01/2024	700.38		10-41-31 DUES & SUBSCRIPTIONS	08/31/2024
499	Phonz +	17145	Sanitation	08/01/2024	700.37		80-52-31 DUES & SUBSCRIPTIONS	08/31/2024
<b>Total Phonz +:</b>					2,801.51			
<b>PROFESSIONAL MANAGEMENT SOLUTIONS</b>								
1325	PROFESSIONAL MANAGEMENT	84954	FINANCIAL CONSULTING FOR J	07/26/2024	1,628.44		10-41-20 LEGAL, ENGINEERING & PR	08/31/2024
1325	PROFESSIONAL MANAGEMENT	84954	FINANCIAL CONSULTING FOR J	07/26/2024	1,628.44		60-50-20 LEGAL, ENGINEERING & PR	07/31/2024
1325	PROFESSIONAL MANAGEMENT	84954	FINANCIAL CONSULTING FOR J	07/26/2024	1,628.44		70-51-20 LEGAL, ENGINEERING & PR	07/31/2024
1325	PROFESSIONAL MANAGEMENT	84954	FINANCIAL CONSULTING FOR J	07/26/2024	1,628.43		80-52-20 LEGAL, ENGINEERING & PR	07/31/2024
<b>Total PROFESSIONAL MANAGEMENT SOLUTIONS:</b>					6,513.75			
<b>RESPEC Company LLC</b>								
1124	RESPEC Company LLC	INV-0624-1327	WATER/WW GENERAL INGINEE	06/30/2024	256.25		60-50-20 LEGAL, ENGINEERING & PR	07/31/2024
1124	RESPEC Company LLC	INV-0624-1328	SRF PROJECT NEEDS ASSESS	06/30/2024	97.50		60-50-20 LEGAL, ENGINEERING & PR	07/31/2024
1124	RESPEC Company LLC	INV-0624-1329	RAW WATER MONITORING - 06/	06/30/2024	1,668.75		60-50-20 LEGAL, ENGINEERING & PR	07/31/2024
1124	RESPEC Company LLC	INV-0624-1330	PHASE 1 - WATER SYSTEM IMP	06/30/2024	17,722.25		60-50-20 LEGAL, ENGINEERING & PR	07/31/2024
1124	RESPEC Company LLC	INV-0624-1331	W/WW CONSTRUCTION STAND	06/30/2024	1,898.12		60-50-20 LEGAL, ENGINEERING & PR	07/31/2024
1124	RESPEC Company LLC	INV-0624-1331	W/WW CONSTRUCTION STAND	06/30/2024	1,898.13		70-51-20 LEGAL, ENGINEERING & PR	07/31/2024
<b>Total RESPEC Company LLC:</b>					23,541.00			
<b>Rhinehart Oil Co.</b>								
1224	Rhinehart Oil Co.	85479CT	FUEL	07/31/2024	515.02		80-52-23 VEHICLE EXPENSE	08/31/2024
<b>Total Rhinehart Oil Co.:</b>					515.02			
<b>Robert's Enterprises Inc</b>								
145	Robert's Enterprises Inc	106160004535	Trash SERVICES FOR 14432 & 1	07/09/2024	110.00		80-52-02 CONTRACT LABOR	08/31/2024
<b>Total Robert's Enterprises Inc:</b>					110.00			
<b>SGM, INC.</b>								
1335	SGM, INC.	2013-471.013-	2MG TANK RE-COATING PROF.	07/22/2024	753.50		60-50-20 LEGAL, ENGINEERING & PR	08/31/2024
1335	SGM, INC.	2013-471.014-	5TH ST./GRAND AVE RE-ALIGN	07/22/2024	15,207.75		10-45-20 LEGAL, ENGINEERING & PR	08/31/2024
1335	SGM, INC.	2013-471.014-	5TH ST./GRAND AVE RE-ALIGN	07/22/2024	5,643.50		60-50-20 LEGAL, ENGINEERING & PR	08/31/2024
1335	SGM, INC.	2013-471.016-	GIS MAPPING - SIDEWALK - PR	07/22/2024	1,447.50		10-45-20 LEGAL, ENGINEERING & PR	08/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
<b>Total SGM, INC.:</b>					<b>23,052.25</b>			
<b>Sustainable Futures LLC</b>								
1283	Sustainable Futures LLC	08022024	CODE REVISIONS SVS FOR JUL	08/02/2024	2,786.24		10-41-20 LEGAL, ENGINEERING & PR	08/31/2024
1283	Sustainable Futures LLC	08022024	CODE REVISIONS SVS FOR JUL	08/02/2024	1,393.12		60-50-20 LEGAL, ENGINEERING & PR	08/31/2024
1283	Sustainable Futures LLC	08022024	CODE REVISIONS SVS FOR JUL	08/02/2024	1,393.12		70-51-20 LEGAL, ENGINEERING & PR	08/31/2024
1283	Sustainable Futures LLC	08022024	CODE REVISIONS SVS FOR JUL	08/02/2024	1,393.12		80-52-20 LEGAL, ENGINEERING & PR	08/31/2024
<b>Total Sustainable Futures LLC:</b>					<b>6,965.60</b>			
<b>THE HARTFORD</b>								
1404	THE HARTFORD	857909600539	INSURANCE PREMIUM 8/1/2024	08/01/2024	410.83		10-0226 THE HARTFORD	07/31/2024
<b>Total THE HARTFORD:</b>					<b>410.83</b>			
<b>The Paper-Clip LLC</b>								
861	The Paper-Clip LLC	2049625-0	Office Supplies - paper	07/30/2024	26.54		10-41-15 OFFICE SUPPLIES	08/31/2024
861	The Paper-Clip LLC	2049625-0	Office Supplies - paper	07/30/2024	26.55		60-50-15 OFFICE SUPPLIES	08/31/2024
861	The Paper-Clip LLC	2049625-0	Office Supplies - paper	07/30/2024	26.55		70-51-15 OFFICE SUPPLIES	08/31/2024
861	The Paper-Clip LLC	2049625-0	Office Supplies - paper	07/30/2024	26.55		80-52-15 OFFICE SUPPLIES	08/31/2024
<b>Total The Paper-Clip LLC:</b>					<b>106.19</b>			
<b>ULINE</b>								
1351	ULINE	180739297	SIGN POSTS	07/18/2024	754.80		10-45-16 OPERATING SUPPLIES	08/31/2024
<b>Total ULINE:</b>					<b>754.80</b>			
<b>UNCC</b>								
161	UNCC	224071103	WATER RTL Transmissions	07/31/2024	15.48		70-51-20 LEGAL, ENGINEERING & PR	08/31/2024
161	UNCC	224071103	WW RTL Transmissions	07/31/2024	15.48		60-50-20 LEGAL, ENGINEERING & PR	08/31/2024
<b>Total UNCC:</b>					<b>30.96</b>			
<b>United Business Bank</b>								
847	United Business Bank	08012024	Transfer from 0073 TO 0911 TO C	08/01/2024	10.00		10-41-40 MISCELLANEOUS	08/31/2024
<b>Total United Business Bank:</b>					<b>10.00</b>			
<b>United Merchants Bank</b>								
1371	United Merchants Bank	UMB JULY STA	Heiniger-City-Market #0429 tp for	07/31/2024	35.94		10-46-16 OPERATING SUPPLIES	08/31/2024
1371	United Merchants Bank	UMB JULY STA	Police Dept-Usps Po 0769660541	07/31/2024	6.50		10-42-16 OPERATING SUPPLIES	08/31/2024
1371	United Merchants Bank	UMB JULY STA	Police Dept-Usps Po 0769660541	07/31/2024	5.70		10-42-17 POSTAGE	08/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1371	United Merchants Bank	UMB JULY STA	Santiago-Usps Po 0769660541-	07/31/2024	2.59		10-41-17 POSTAGE	08/31/2024
1371	United Merchants Bank	UMB JULY STA	Santiago-Usps Po 0769660541-c	07/31/2024	203.28		10-41-17 POSTAGE	08/31/2024
1371	United Merchants Bank	UMB JULY STA	Santiago-Usps Po 0769660541-c	07/31/2024	212.96		10-41-17 POSTAGE	08/31/2024
1371	United Merchants Bank	UMB JULY STA	Santiago-Vistaprint - stamps for of	07/31/2024	82.14		10-41-15 OFFICE SUPPLIES	08/31/2024
1371	United Merchants Bank	UMB JULY STA	Vetter-Southside Sta Sinclair - CM	07/31/2024	32.86		10-41-26 TRAVEL, MEETINGS & TRAI	08/31/2024
1371	United Merchants Bank	UMB JULY STA	Vetter-Conoco - Stop N Save 9 -	07/31/2024	61.00		10-41-26 TRAVEL, MEETINGS & TRAI	08/31/2024
1371	United Merchants Bank	UMB JULY STA	Vetter-Marriott Fort Collins - CMC	07/31/2024	1,025.69		10-41-26 TRAVEL, MEETINGS & TRAI	08/31/2024
1371	United Merchants Bank	UMB JULY STA	Vetter-Conoco - Sei 22088 - CMC	07/31/2024	44.00		10-41-26 TRAVEL, MEETINGS & TRAI	08/31/2024
1371	United Merchants Bank	UMB JULY STA	Public Works-Lowes #01554 totes	07/31/2024	188.94		10-46-16 OPERATING SUPPLIES	08/31/2024
Total United Merchants Bank:					1,901.60			
<b>US BANK</b>								
1343	US BANK	D14A212-0801	DWRF LOAN REPAYMENT DUE	07/01/2024	87,234.46		60-50-50 Water Power Authority Loan	07/31/2024
Total US BANK:					87,234.46			
<b>WRIGHT WATER ENGINEERS, INC.</b>								
1385	WRIGHT WATER ENGINEERS, I	70372	HYDROGEOLOGICAL STUDY P	07/30/2024	15,580.00		60-50-75 GRANT PROJECTS	07/31/2024
Total WRIGHT WATER ENGINEERS, INC.:					15,580.00			
<b>WYNN, STEFEN</b>								
1334	WYNN, STEFEN	20240808	Reimbursement for PD plates	08/08/2024	54.06		10-42-23 VEHICLE EXPENSE	08/31/2024
Total WYNN, STEFEN:					54.06			
Grand Totals:					259,856.69			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
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Board Meeting Date: \_\_\_\_\_

Town Administrator: \_\_\_\_\_

Finance Committee/Mayor: \_\_\_\_\_

Finance Committee/Trustee: \_\_\_\_\_

Trustees: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



# Paonia Police Department

DEPARTMENT BRIEFING: SUMMARY OF PROGRESS

08/01/2024

- With school back in session the department asks that everybody please be aware of the increased pedestrian and bicycle traffic and reduce speeds accordingly.
- Stage 1 fire restrictions are in effect. The list of restrictions is available on the PD website as well as the town homepage.
- Traffic citations have steadily increased over the last few months, as has the number of vehicles frequenting town. However, the preliminary data suggests that the new speed limits are being recognized and respected during high volume times during the day.
- The department took approximately 100 reports during the month of July. July is traditionally a busy month with several events and festivals resulting in an increase in the number of people in town.



# Paonia Police Department

## Law Incident Table, by Date and Time

**Date Occurred:** 07/01/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:48:47	WELFARE CHECK	VISTA DR, Paonia, CO	PPD	PPD	
17:58:14	WELFARE CHECK	NIAGARA AVE, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 2</b>					

**Date Occurred:** 07/02/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
06:22:14	TRAFFIC HAZARD	NORTH FORK AVE, Paonia, CO	PPD	PPD	
13:30:00	CITIZEN ASSIST	GRAND AVE; , Paonia, CO	PPD	PPD	
14:50:00	CITIZEN ASSIST	GRAND AVE; Paonia, CO	PPD	PPD	
17:44:42	SEX OFFENSE	NIAGARA AVE, Paonia, CO	PPD	PPD	
19:20:12	CITIZEN ASSIST	ONARGA AVE, Paonia, CO	PPD	PPD	
20:49:52	BUSINESS CHECK	Grand Ave, Paonia, CO	PPD	PPD	
22:37:12	AGENCY ASSIST	GERMAN CREEK LN, Paonia, CO	PPD	DIST3	
<b>Total Incidents for this Date: 7</b>					

**Date Occurred:** 07/03/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:05:29	VIN INSPECTION	GRAND AVE; Paonia, CO	PPD	PPD	
13:22:07	SUSPICIOUS	BOX ELDER AVE, Paonia, CO	PPD		UTL
13:54:25	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
13:56:30	Information	GRAND AVE; , Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 4</b>					

**Date Occurred:** 07/04/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:19:11	AGENCY ASSIST	GERMAN CREEK LN, Paonia, CO	PPD	DIST3	
19:44:38	FIRE	NIAGARA AVE, Paonia, CO	PPD	PPD	
22:14:52	Traffic Stop	1st St./Niagara Ave., Paonia, CO	PPD	PPD	VW
<b>Total Incidents for this Date: 3</b>					

**Date Occurred:** 07/05/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:32:39	Parking Problem	GRAND AVE, Paonia, CO	PPD	PPD	
15:53:27	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	
16:07:53	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	CIT
19:02:09	Traffic Stop	400 Block of 4th St., Paonia, CO	PPD	PPD	VW
19:59:39	Traffic Stop	400 Block 2nd St., Paonia, CO	PPD	PPD	VW
20:45:04	CITIZEN ASSIST	GRAND AVE; , Paonia, CO	PPD	PPD	
21:14:48	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	DIST3	CIT
22:16:00	SUSPICIOUS	4TH ST, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 8**

**Date Occurred:** 07/06/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:12:10	Traffic Stop	BOX ELDER AVE, Paonia, CO	PPD	PPD	CIT
14:14:59	MISSING PERSON	BOX ELDER DR, Paonia, CO	PPD	PPD	
18:03:26	Traffic Stop	NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
22:08:52	ALCOHOL OFFENSE	PAONIA TOWN PARK, Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 4**

**Date Occurred:** 07/07/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:38:35	RESTR/PROT ORDR	CLARK AVE, Paonia, CO	PPD	PPD	
08:21:15	AGENCY ASSIST	GRANGE RD, Paonia, CO	PPD	DIST3	
17:59:25	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	VW

**Total Incidents for this Date: 3**

**Date Occurred:** 07/08/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:02:03	CIVIL PROBLEM	BOX ELDER AVE, Paonia, CO	PPD	PPD	NAT

**Total Incidents for this Date: 1**

**Date Occurred:** 07/10/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:10:41	ANIMAL CONTROL	MAIN AVE, Paonia, CO	PPD	PPD	
15:20:23	SUSPICIOUS	GRAND AVE., Paonia, CO	PPD	PPD	

**Total Incidents for this Date: 2**

**Date Occurred:** 07/11/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:36:46	TRAFFIC	SAMUEL WADE RD; , Paonia, CO	PPD	PPD	CIT
16:09:08	Traffic Stop	SAMUEL WADE RD;, Paonia, CO	PPD	PPD	CIT

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<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
18:11:14	ERROR	ONARGA AVE; PAONIA, Paonia, CO	PPD	PPD	
18:47:15	DUI	ONARGA AVE; PAONIA, Paonia, CO	PPD	PPD	A
21:26:36	TrafficAccident	300 Block 3rd St., Paonia, CO	PPD	PPD	CIT
<b>Total Incidents for this Date: 5</b>					

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Date Occurred: 07/12/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:14:35	DUI	3RD ST; , Paonia, CO	PPD	PPD	A
18:25:42	Traffic Stop	OAK AVE, Paonia, CO	PPD	PPD	CIT
<b>Total Incidents for this Date: 2</b>					

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Date Occurred: 07/13/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:45:35	Medical/transfe	2ND ST, Paonia, CO	PPD	PPD	
18:53:02	Traffic Stop	BOX ELDER AVE, Paonia, CO	PPD		
22:29:08	Traffic Stop	ONARGA AVE, Paonia, CO	PPD		CIT
<b>Total Incidents for this Date: 3</b>					

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Date Occurred: 07/14/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:15:44	Extra Patrol	NIAGARA AVE, Paonia, CO	PPD	PPD	
17:19:34	Traffic Stop	2ND ST;, Paonia, CO	PPD	PPD	CIT
21:27:47	Extra Patrol	GRAND AVE;, Paonia, CO	PPD	PPD	
21:46:56	Extra Patrol	GRAND AVE;, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 4</b>					

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Date Occurred: 07/15/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:04:43	Information	SHADY LN; RIVER PARK, Paonia, CO	PPD	DIST3	
<b>Total Incidents for this Date: 1</b>					

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Date Occurred: 07/16/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:08:36	Traffic Stop	2ND ST & GRAND AVE, Paonia, CO	PPD	PPD	CIT
14:30:38	VIN INSPECTION	GRAND AVE;, Paonia, CO	PPD	PPD	
16:37:30	CIVIL PROBLEM	CLARK AVE, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 3</b>					

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**Date Occurred:** 07/17/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:53:32	AGENCY ASSIST	GRAND AVE., Paonia, CO	PPD		
17:18:58	Code Enforce	OAK AVE, Paonia, CO	PPD	PPD	
17:59:57	SUSPICIOUS	OAK AVE, Paonia, CO	PPD	PPD	

**Total Incidents for this Date:** 3**Date Occurred:** 07/18/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:08:51	Certified Vin	GRAND AVE; Paonia, CO	PPD	PPD	
14:14:35	Elder Abuse	MEADOWBROOK BLVD., Paonia, CO	PPD	PPD	
16:51:11	Medical/transfe	2ND ST; , Paonia, CO	PPD	PPD	
18:06:47	Code Enforce	2ND ST, Paonia, CO	PPD	PPD	
22:00:32	Extra Patrol	GRAND AVE, Paonia, CO	PPD	PPD	

**Total Incidents for this Date:** 5**Date Occurred:** 07/19/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:54:22	CIVIL PROBLEM	Onarga Ave., Paonia, CO	PPD	PPD	
20:56:31	Traffic Stop	NIAGARA AVE, Paonia, CO	PPD	DIST3	CIT
21:33:11	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	CIT

**Total Incidents for this Date:** 3**Date Occurred:** 07/20/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:25:56	Extra Patrol	GRAND AVE;, Paonia, CO	PPD	PPD	
00:32:15	Extra Patrol	NIAGARA AVE, Paonia, CO	PPD	PPD	
00:44:32	Extra Patrol	ONARGA AVE, Paonia, CO	PPD		
14:25:34	Traffic Stop	NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
14:44:02	Information	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
17:42:45	Traffic Stop	NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
20:02:30	AGENCY ASSIST	MATHEWS LN, Paonia, CO	PPD	DIST3	

**Total Incidents for this Date:** 7**Date Occurred:** 07/21/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:31:39	Information	ALDER DR, Paonia, CO	PPD	PPD	
16:48:38	THEFT	BOX ELDER AVE; , Paonia, CO	PPD	PPD	
17:14:07	DUI	RIO GRANDE AVE., Paonia, CO	PPD	PPD	A

**Total Incidents for this Date:** 3

**Date Occurred:** 07/22/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:04:25	Traffic Stop	Niagara, Paonia, CO	PPD	PPD	CIT
08:42:19	CITIZEN ASSIST	DORRIS AVE, Paonia, CO	PPD		CIT
12:13:34	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 3</b>					

**Date Occurred:** 07/23/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:19:01	Traffic Stop	GRAND AVE, Paonia, CO	PPD		CIT
20:51:00	ANIMAL PROBLEM	OAK AVE, Paonia, CO	PPD	PPD	
22:20:04	CITIZEN ASSIST	BOX ELDER DR, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 3</b>					

**Date Occurred:** 07/24/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:03:00	Information	MEADOWBROOK BLVD; Paonia, CO	PPD	PPD	UNF
16:02:14	Parking Problem	GRAND AVE, Paonia, CO	PPD		WW
20:26:13	Traffic Stop	GRAND AVE, Paonia, CO	PPD		CIT
<b>Total Incidents for this Date: 3</b>					

**Date Occurred:** 07/25/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:59:59	TrafficAccident	2ND ST; Paonia, CO	PPD	PPD	
15:52:36	SUSPICIOUS	SAMUEL WADE RD, Paonia, CO	PPD	PPD	
18:35:35	Traffic Stop	NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
23:17:07	Extra Patrol	GRAND AVE., Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 4</b>					

**Date Occurred:** 07/26/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:53:57	Traffic Stop	400 Block Rio Grande Ave., Paonia, CO	PPD	PPD	VW
17:46:03	AGENCY ASSIST	N 2ND ST & E BRIDGE ST, Hotchkiss, CO	PPD		
20:49:02	Extra Patrol	3RD ST, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 3</b>					

**Date Occurred:** 07/27/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
19:30:51	WELFARE CHECK	GRAND AVE;, Paonia, CO	PPD	PPD	VW

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<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
20:00:00	Extra Patrol	GRAND AVE; , Paonia, CO	PPD	PPD	
20:45:47	Traffic Stop	3RD ST & GRAND AVE, Paonia, CO	PPD	PPD	CIT
21:20:23	Traffic Stop	3RD ST & ORCHARD AVE, Paonia, CO	PPD		CIT
22:32:55	AGENCY ASSIST	PAN AMERICAN AVE, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 5</b>					

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Date Occurred: 07/28/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
19:00:00	Extra Patrol	LAMBORN AVE, Paonia, CO	PPD	PPD	
23:05:32	Extra Patrol	RIO GRANDE AVE, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 2</b>					

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Date Occurred: 07/30/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:23:02	Code Enforce	OAK AVE, Paonia, CO	PPD	PPD	
<b>Total Incidents for this Date: 1</b>					

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Total reported: 97

A-2, CIT-19, NAT-1, UNF-1, UTL-1, VW-7, WW-1

- A=ARREST
- CIT= CIATION
- NAT=NO ACTION TAKEN
- UNF=UNFOUNDED
- UTL=UNABLE TO LOCATE
- VW= VERBAL WARNING
- WW =WRITTEN WARNING

**Report Includes:**

All dates between `00:00:01 07/01/24` and `00:00:01 07/31/24`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities

Agenda Item #2

The following constitute the supporting documents for the Public Hearing-Removal of Trustee

## Public Hearing – Removal of Trustee

A. Purpose. This is a Public Hearing regarding **the removal of Trustee Bill Brunner under C.R.S. 31-4-307, and the identical Town Code**. On the special meeting held on August 1, 2024, the Board of Trustees approved the motion to provide written charges to Trustee Bill Brunner. The basis of removal is founded in allegations of “misconduct” or “malfeasance” while in office, as those terms are defined in Article XIII, Section 3, of the Colorado Constitution. The Board of Trustee’s (BOT) will determine whether any proven charges affect the performance of Trustee Brunner’s duties, and/or are the charges of a character that directly affects the Town’s interests.

B. Quasi-Judicial. This Hearing is a quasi-judicial matter, and the BOT is not acting as a legislative body, but as the judiciary in this matter. The BOT’s decision must be based on the evidence presented at this Hearing as it applies to the removal of the Trustee, and such decision will not be persuaded by personal or popular opinion. As such, the BOT will only consider the testimonial and written evidence in the Record of Hearing including public comments by interested parties.

C. Evidence. In a quasi-judicial hearing, the technical rules of evidence do not apply. Relevant documents may be received into evidence without formal proof of authenticity. Relevant evidence is such evidence that possesses probative value commonly accepted by reasonable and prudent persons in the conduct of their affairs. The hearing officer has the authority to exclude incompetent or unduly repetitious evidence. The BOT may determine the weight, if any, to be afforded documents received into evidence.

D. Standard of Proof. The standard of proof as to the charges is a preponderance of the evidence standard, which means to prove that the charges are more probably true than not. Any future appeal of the decision made by the BOT will be reviewed to determine whether the BOT’s decision was “arbitrary or capricious” which means an abuse of discretion or exercise of discretion that is unreasonable or without consideration or in disregard of facts or law.

E. Charging Officer. The charging officer will present the charges and the supporting documents and evidence. The Mayor, Paige Smith, will be acting as the charging officer in this hearing, and as such, recuses herself from voting on the removal of the Trustee in question. The charging officer is entitled to cross-examine witnesses presented in rebuttal by the Respondent.

F. Respondent. The trustee subject to removal is the respondent in this hearing. The Respondent will have an opportunity to rebut the charges and such testimony and evidence presented in support of the charges, and make a defense against the same. The Respondent is entitled to cross-examine witnesses presented by the charging officer.

G. Hearing Officer and Decorum. The hearing officer shall conduct the hearing in an orderly manner, maintain proper decorum by all persons present at the hearing, and swear in all witnesses. The intent of the hearing is to provide the Trustee subject to removal a full and fair public hearing regarding the charges, as required by C.R.S. 31-4-307.



H. Order of Proceedings. The Hearing will be conducted according to the Procedural Rules established below and as amended by BOT at the outset of the public hearing.

1. Opening Statements (15 minutes per party). The charging officer and the respondent may make opening statements or waive the same.
2. Presentation of Evidence: The charging officer shall present the basis of the charges and call witnesses, and the Respondent may cross examine the charging officer's witnesses. The hearing officer and members of the BOT may ask questions he/she deems relevant and appropriate. The Respondent may then present his evidence and call witnesses in rebuttal, and the charging officer may cross examine the respondent's witnesses. The hearing officer and members of the BOT may ask clarifying questions he/she deems relevant and appropriate to the matters. Exhibits offered by the charging officer will be numbered in numerical order beginning with the number "1", and the exhibits offered by respondent will be in alphabetical order beginning with the letter "A".
3. Public Comment (3 minutes per party, limited to a total of 60 minutes): Public comment is allowed, and members in the community are encouraged to choose a spokesperson to speak on behalf of those groups in support or against the removal of the Trustee. Members of the public may not present evidence and/or call and/or cross-examine witnesses.
4. Charging Officer Response (10 minutes): Charging officer may respond to public comment or waive response.
5. Response of Respondent (10 minutes): Respondent may respond to public comment or waive response.
6. Hearing Officer/BOT Questions (Time as needed): BOT may ask questions of Charging Officer, Respondent, and any parties-in-interest.
7. Closing Arguments (10 minutes per party): Charging Officer and Respondent may make closing arguments or waive.
8. Deliberations and Findings (Time as needed): BOT will make findings and determinations.

BOT may extend time periods as it deems appropriate and may exclude presentation and arguments considered irrelevant, immaterial, and/or redundant. BOT may not consider presentation and arguments not presented at the Hearing.

At the conclusion of the presentations and questions, BOT may Affirm or Deny, the Written Charges against the Respondent, in whole or in part, and make a motion to remove or retain the Trustee subject to the hearing.

9. Final Decision and Order (10 days): The BOT shall issue a written decision with findings of fact and conclusions of law, setting forth the grounds of the decision based on supporting evidence presented at the hearing.



Offices of the Mayor & Board of Trustees

- Paige Smith, Mayor
- Rick Stelter, Trustee
- Bill Brunner, Trustee
- Kathy Swartz, Trustee
- John Valentine, Mayor Pro-Tempore
- Walter Czech, Trustee
- Lucy Hunter, Trustee

MEMORANDUM FOR: Trustee Bill Brunner

DATE: August 1, 2024

SUBJECT: Written Charges pursuant to C.R.S. § 31-4-307

1. This memorandum serves as written charges for removal from the Board of Trustees ("BOT").
2. Charge: Harassment, Abuse of Position
  - a. Over the past several months, you have harassed and bullied town staff to include statements and assertions of "incompetence" and allegations of criminal behavior, all of which are unfounded and have put undue stress on staff and undermines staff's ability to efficiently perform their duties.  
This behavior has been in conflict with the best practices included in formal training for Municipal Officials provided by CIRSA and Resolution 2017-06, Standards of Conduct for Elected Officials and has also created undue stress on your fellow elected officials.
  - b. On July 24, 2024, you wrote in the body of a CORA request: "Anticipate receiving this same request daily until ADU application is denied..." The language in this request denotes personal interest and bias regarding the issue of the CORA request, which precludes your formal participation in the matter. On July 26, 2024, you followed up on your CORA request stating in an email that: "My interest in activity at 215 N. Fork extends to my official role as a trustee. The documents you returned raise additional questions. As a trustee, I want to be kept abreast of developments at that location." However, there has not been any guidance to staff by the BOT to keep any trustee, sub-committee, or any other party "abreast of developments" regarding the issue of the CORA request. This action is a clear violation of C.R.S. 31-4-404 et seq. and expose the Town to possible pecuniary and civil liability. These actions constitute harassment and abuse of authority by a Town Official. This type of behavior is unacceptable in any capacity, and it will not be tolerated by the Town of Paonia and the Board of Trustees.
3. At a public hearing on August 13, 2024, if you so choose to exercise your right to a hearing under C.R.S. 31-4-307, the BOT will discuss removing you as a Trustee under the charges as written above. Otherwise, the BOT will accept your resignation as Trustee on or before August 7, 2024.

Sign: *John Valentine*  
Trustee Name: John Valentine

Sign: *Rick Stelter*  
Trustee Name: Rick Stelter

Sign: *Walter Czech*  
Trustee Name: Walter Czech

Sign: \_\_\_\_\_  
Trustee Name: Bill Brunner

Sign: *Lucy Hunter*  
Trustee Name: Lucy Hunter

Sign: *Kathy Swartz*  
Trustee Name: Kathy Swartz

M: [REDACTED]

E-Mail: [REDACTED]

Mayor & Board of Trustees  
214 Grand Avenue  
Paonia, CO 81428

7/29/2024

Mayor & Trustees,

Upon welcoming a new Board in April of this year, myself and Staff were very excited to bring on new team members. We've accomplished many things since my arrival and fixed many broken processes. However, there is one thing that we could not fix and that is the propensity of former Trustees and Planning Commission members to behave errantly, disparage staff and generally disregard any civility and decorum that you have established.

Since April, Trustee William Brunner has engaged in general disregard for the established practices of this Board, and aided Suzanne Watson as a Planning Commissioner to participate in unethical conduct. Over the last few trainings, both Suzanne Watson and William Brunner have attempted to change or rewrite history through comments for a rezoning decision that William Brunner has a direct financial and personal interest in.

During this evening's Planning Commission training with CIRSA, it became apparent that William Brunner and Suzanne Watson have not heard any of the trainings that have been presented and will continue their errant and flippant behavior. Tonight was the culmination of enduring weeks of disparaging, slanderous comments. This has been perpetrated after reporting to you the truth about the situation.

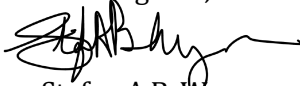
Even more, since becoming a Trustee, William Brunner has refused to use the Town-provided email address and instead has used his own domain: [bill@paoniatruster.com](mailto:bill@paoniatruster.com). That email has difficulty receiving documents from Staff, and it has become apparent that William Brunner has no intention of complying with Town procedures.

Even further, William Brunner in both his capacity as an adjacent property owner and in his official capacity as a Trustee has placed CORA requests for the property that was rezoned and that currently has an application for another quasi-judicial hearing. In his first CORA request, he included a line that intimated his intention to place a daily CORA request until the application was denied.

In addition to the situation this evening, William Brunner and Suzanne Watson have routinely harassed and bullied staff, including myself. If you recall, William Brunner did not want to reappoint me as the Treasurer at his first meeting. In light of the constant weekly attacks on both my professional ability and my character, I no longer believe that I can continue to successfully lead the organization.

I offer my resignation as both the Town Administrator and the Treasurer, §5 (d) of the employment agreement gives the path forward for considering such resignation after receiving a forty-five (45) day written notice. I fully intend for my last day to be Thursday, September 12, 2024, should that be the wish of the Board of Trustees.

Best Regards,



Stefen A.B. Wynn

## Notes for special meeting to remove Bill Brunner from Office

The training Mr. Wynn sites as the last straw in his letter of resignation includes advice from the presenter that Mr. Wynn had exceeded his authority and engaged in ex-parte contact with the Board of Trustees (BOT) in a land use matter. It therefore follows that the BOT failed its duty to disclose said ex parte contact in a subsequent public hearing. The training is on line for all to see (planning commission training, 7/22/2024, on the Town youtube channel)

As a result of my investigation of the application for an ADU at 215 N. Fork, it has come to my attention that Mr. Wynn sold a water tap in violation of Town Ordinance and there may be an attempt to award a vested interest to construct an ADU at that location, also in violation of Town Ordinance. This may not be the only water tap he has authorized in violation of Town Ordinance. If there is a scheduled or imminent public hearing on 215 N. Fork, Mr. Wynn has failed to bring it to my attention. The matters I have investigated are public record and squarely in the realm of oversight by a trustee of the Town. If I determine I have a conflict of interest I will rescue myself in any public hearing. To date, I deny any conflict of interest.

The opinions of the Trustee about me are not shaped only by the things that happen here in public meetings. Mr. Wynn has a habit of circulating discussion critical of my actions to the BOT and, in my opinion, in violation of the Open Meeting Law.

The fact that Mr. Wynn has an emotional fit every time I send him an email or mention his name is not sufficient cause to remove me from office or discipline me in and in any other way.

Mr. Wynn puts his finger on the nub of the problem in his letter of resignation. He states that he will no longer be able to "lead" the Town. The Administrator is not the leader of the Town. He is hired to carry out the policies and ordinances as determined by the BOT. The administrator's ordinances is specific: he is in charge of the administration as directed by the Board. When he interferes in the outcome of legislative matters, such as the long awaited Comprehensive Plan, he has stepped out of the legal confines of his office. Similarly were he to misinterpret the Town Ordinances to sell water taps or allow ADU's he has gone too far. It is my duty as a trustee to resist and expose such excursions.

C 2024-10

Received:	7.23	101
Deadline:	7.26.24	
Fee(s):	_____	
Fulfilled:	7.23.24	

## Town of Paonia

### Colorado Open Records Act

### Public Records Request

All copies of requested information shall be charged at 25¢ per page and will be available three (3) business days after the submitted written request is received unless otherwise notified.

Should the request be substantial in time or volume or involve an archive search, an hourly research fee of \$25.00 per hour shall be charged in 15-minute increments.

Copies of Town Board minutes are available seven (7) business days after approval by Town Council.

To facilitate the search, please be as specific as possible in describing the requested document(s).

Number of Copies	Document Name or Detailed Description
1	Permits, plans, approvals inclusive - 215 N. Fork Ave Paonia CO 81428

Name: Bill Brunner Date: 7/23/24  
 Address: 008 2nd Paonia Telephone: 970 260 2296  
 In Office  Hard Copy  PDF  E-mail Address: Bill@paonia-tron.com  
C.R.S. 24-72-201 to 24-72-309

[Print Form](#)


[Email Form](#)

## CORA 215 N. Fork

Bill <bill@paoniairon.com>

Thu 7/25/2024 10:49 AM

To: Samira V <SamiraV@townofpaonia.com>

 1 attachments (108 KB)

215 CORA 7-25-24.pdf;

Smira

Please see the attached CORA form.

If there is a procedure to receive updates on this application I may not need to submit the request daily.

Thanks,

Bill B

Received: 7.25. 103  
 Deadline: 7.30.2024  
 Fee(s): \_\_\_\_\_  
 Fulfilled: \_\_\_\_\_

## Town of Paonia Colorado Open Records Act Public Records Request

All copies of requested information shall be charged at 25¢ per page and will be available three (3) business days after the submitted written request is received unless otherwise notified.

Should the request be substantial in time or volume or involve an archive search, an hourly research fee of \$25.00 per hour shall be charged in 15-minute increments.

Copies of Town Board minutes are available seven (7) business days after approval by Town Council.

To facilitate the search, please be as specific as possible in describing the requested document(s).

Number of Copies	Document Name or Detailed Description
1	All communication with Karen and/or James Robinson re: 215 N. Fork Ave. including but not limited to; response and discussion of plans submitted for review; ammendments to plans, written communication, call log of voice communication, applications for variance.
	Respond via email.
	Documets provided under CORA response 2024-10 need not be included.
	I am concerned that an application for an ADU was entertained by town staff. This request is for any and all documentation and communication concerning that appolication for ADU.
	Anticipate recirving this same request daily until ADU application is denied as per PMC.
	Thank you, Bill Brunner

Name: Bill Brunner Date: 7/24/24

Address: 608 2nd st Telephone: 9705274641

In Office  Hard Copy  PDF  E-mail Address: bill@paoniairon.com

C.R.S. 24-72-201 to 24-72-309

[Print Form](#)

[Email Form](#)

# Town of Paonia

## Colorado Open Records Act

### Public Records Request Form

Front Desk: _____	104
Received by Clerk: 7.29.2024	
Deadline: 8.1.2024	
Extension: _____	
Fee(s): _____	
Fulfilled: _____	

All requested information shall be charged at 35¢ per page and will be available three (3) business days after the submitted written request is received unless otherwise notified.

Should the request be substantial in time or volume (more than 25 pages) or involve an archive search, an hourly research fee of \$33.58 per hour shall be charged in 30-minute increments.

To facilitate the search, please be as specific as possible in describing the requested document(s).

Number of Copies	Document Name or Detailed Description
1	All records of communication between Karen and or James Robinson regarding 215 N. Fork Ave. Paonia, CO 81428 including but not limited to plans and applications, plan reviews, amendments to plans, response and or discussion of plans, receipts, invoices, email, call logs and any other records.
1	Via email.
1	Documents provided under CORA response 2024-10 need not be included.

Name: Bill Brunner Date: 7/26/24

Address: 608 2nd st. Telephone: 970 260 2296

In Office  Hard Copy  PDF – E-mail Address: bill@paoniairon.com

C.R.S. 24-72-201 to 24-72-309

Note: The request is considered received when received by the Town Clerk.




**Fwd: CORA Requests**

Clayton Buchner <[cmblawllc@gmail.com](mailto:cmblawllc@gmail.com)>

Thu 8/1/2024 12:47 PM

To: Samira V <[SamiraV@townofpaonia.com](mailto:SamiraV@townofpaonia.com)>; Paige S <[paiges@townofpaonia.com](mailto:paiges@townofpaonia.com)>

 1 attachments (66 KB)

Fw: 45-Day Notice of Intent to Resign.eml;

Clayton M. Buchner  
Attorney at Law, LLC  
444 Lewis Street  
P.O. Box 3855  
Pagosa Springs, CO 81147  
(970) 507-0227

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----- Forwarded message -----  
From: **trustee Bill** <[bill@paoniatruster.com](mailto:bill@paoniatruster.com)>  
Date: Thu, Aug 1, 2024 at 11:28 AM  
Subject: Re: CORA Requests  
To: Clayton Buchner <[cmblawllc@gmail.com](mailto:cmblawllc@gmail.com)>

Clayton M. Buchner,

Thank you for reaching out in your email re my interest and CORA requests concerning 215 N. Fork and thank you for your legal advice to me personally as an individual trustee. I welcome your opinion, this opportunity to express my concerns and enumerate certain facts that you may not be aware of.

I am unaware of any legally identifiable personal interest in 215 N. Fork Ave. I have no ownership and released claims of any kind in a mediated settlement to a lawsuit that was initiated by a previous owner. The rezoning of that parcel brings the possibility of conflict between activity in my commercial zone with neighbors zoned R1, but the rezoning is settled law, so to speak, and not at issue. The only link to a conflict I can identify might be some infinitesimal difference in property value based on the presence or absence of a ADU? Even if that had a measurable affect it would be minute and insufficient to affect my judgment. Further,

the nature and extent of ethical conflict of interest was thoroughly explored in a CIRSA training this last Tuesday that covered the very material you enclosed and in great detail. This training re-enforces my conclusion that I have no conflict of interest.

In the body of the request I wrote *...until the ADU application is denied **as per P.M.C.*** It has come to my attention that the display of the automatic formatting feature included in the CORA form varies depending on the application used to view it. Some applications cut off the end of the line, some do not. On the one I tried that did not display the entire line, clicking on the line did make the rest of the text viable. Is it possible your application failed to display the full text? After considerable effort to study and understand the P.M.C. I can say an ADU is impermissible, on numerous counts. It is my fear that some vested right to an ADU may be established, in violation of Paonia's Code, either by an administrative error or intentional evasion of a responsibility to enforce the Code. It makes no difference to me if the location of the requested ADU is in my back yard or at the farthest reach of the Paonia water system. As a trustee I have a fiduciary duty to protect the Code and shield the Town from liability arising from misapplication of it. This is the sum total of my interest in the matter.

You write: *However, there has not been any guidance to staff by the BOT to keep any trustee, sub-committee, or any other party "abreast of developments," beyond the existing process delineated by municipal code.* Please review **Sec. 2-11-10. - Infrastructure and finance records; trustee access. (b) To the extent allowed by law, the Board of Trustees shall not be denied access to: (1) inspect all public records of the Town;...** This section of the Code is a direct result of a citizen's initiative, sponsored by me, specifically to give every trustee not only the right but the responsibility to exercise their fiduciary duty to the best of their ability to keep abreast of the evidence in the Town record base.

As for the origin of my CORA request, please understand that I asked to see material as a trustee, exactly as I and every other trustee have asked for and received all manner of records. The Clerk asked that I fill out a CORA form "for her records". I complied but tried to explain that a CORA request had to come from me as an individual, consequently the response should be sent to my personal email. In retrospect agreeing to her request was an error on my part. I have every right as a trustee to access the records of the town and do not want to set a precedent that staff can obstruct trustee access to public records by demanding a formal CORA process and ensuing delays. As a side note I will point out that the CORA form states that the time to fulfill a request begins when the Clerk gets around to it, potentially adding days of delay, contrary to the law.

Please let me know soonest if you wish to revise your opinion as expressed in your email or if it is unchanged.

As a result of the records I have reviewed it is now apparent that an owner of 215 N. Fork has been allowed to purchase a water tap in violation of our Code. The decisions made by the administrator to facilitate this purchase are, in my opinion, beyond the scope of his office. This knowledge doubles my concern that an improper vested interest is eminent in regard to the ADU in question. In my view, the application and fee should never have been accepted.

It is a fact that numerous ADU's and other living units continue to be established in violation of our laws. My concerns are well founded.

Regardless whether or not you agree with my conclusion on the facts of this case, please describe the exact procedure a trustee, or any citizen, should undertake to intervene with any abuse of the town code, should one be eminent or have recently occurred. It is likely that this 215 tap is not the only water tap recently purchased/sold in violation of our Code.

I attach for your information an email from the Clerk a response from the mayor that the clerk has circulated to the BOT. It seems she may have taken your (possibly premature) opinion and run with it. It appears

someone may have had access to legal advice from the town attorney to an individual trustee? I would think this would concern you. I remind you that it was her decision to obstruct trustee access to public records by demanding a formal CORA proceeding.

The clerk's email to the BOT, including the mayor's response to her (in which the mayor expresses a wish it could be read by "all"), raises another concern. I will argue that the Clerk is simply mimicking the administrator's long standing habit of taking trustee emails discussing town business, addressed only to him, and forwarding them to the entire BOT, as though "bouncing" a trustee email through a 3rd party changes the fact that it then becomes an email discussion of town business before the BOT, in violation of the OML. This is of great concern to me. I fear the Town is at risk of action to force compliance with the OML and the attendant embarrassment, expense of court proceedings, awards and loss of public trust incurred when court proceedings expose improper actions by Town officials.

Thank you

Bill Brunner

On 7/29/2024 12:02 PM, Clayton Buchner wrote:

Mr. Brunner,

As you may or may not be aware, I often review CORA requests in my capacity as Town Attorney. In doing so, I came across your CORA request (attached) and follow-on emails, and have the following input. The below is my legal advice and not necessarily the opinion of any other staff or the BOT.

On July 24, 2024, you submitted the attached CORA request regarding 215 N. Fork Avenue in your individual capacity. Staff is working on fulfilling that request, as is your individual right to request these documents under CORA.

However, please see below regarding your role as Planning Commissioner and Trustee in regards to any further official involvement with 215 N. Fork Ave. (hereinafter, the "Property").

On July 24, 2024, you write in the body of the CORA request: "*Anticipate receiving this same request daily until ADU application is denied...*" The language in this request denotes personal interest and bias regarding the Property. This stated bias, in my opinion, precludes your participation in any future hearings/discussions regarding the Property, as you would not be an impartial arbiter.

Further, on July 26, 2024, you followed up on your CORA request stating in an email that: "*My interest in activity at 215 N. Fork extends to my official role as a trustee. The documents you returned raise additional questions. As a trustee, I want to be kept abreast of developments at that location.*" However, there has not been any guidance to staff by the BOT to keep any trustee, sub-committee, or any other party "abreast of developments," beyond the existing process delineated by municipal code.

As Town Attorney, one of my roles is to advise the BOT and sometimes individual trustees regarding conflicts of interest. It is my understanding that, in addition to the statements above, your personal address at 608 2nd St. is adjacent to 215 N. Fork Ave., and that you were previously involved in litigation with the prior owners of 215 N. Fork Ave.

Thus, based on the foregoing, it is my opinion that you have a personal conflict of interest in the property located at 215 N. Fork Ave. and should not be participating as a Commissioner and/or Trustee in any discussions/hearings regarding the Property. I respectfully advise that you recuse yourself in any future matters regarding the Property (See C.R.S. 31-4-404). Please see the CML primer attached for statutory references regarding conflicts of interest and recusals as discussed.

Thank you for your consideration of this matter, and please let me know how you choose to handle this moving forward, so I can appropriately advise and reply to staff, the Planning Commission, and the BOT, if and when this issue arises.

V/r

Clayton M. Buchner  
Town Attorney  
Paonia, CO  
(970) 507-0227

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C2024-17

Received:	8.8.24	109
Deadline:	8.13.24	
Fee(s):	_____	
Fulfilled:	_____	

## Town of Paonia

### Colorado Open Records Act

### Public Records Request

All copies of requested information shall be charged at <sup>35¢</sup>~~25¢~~ per page and will be available three (3) business days after the submitted written request is received unless otherwise notified.

Should the request be substantial in time or volume or involve an archive search, an hourly research fee of ~~\$15.00~~ <sup>\$33.57</sup> per hour shall be charged.

Copies of Town Board minutes are available seven (7) business days after approval by Town Council.

To facilitate the search, please be as specific as possible in describing the requested document(s).

Number of Copies	Document Name or Detailed Description
	All records relevant to 215 N. Fork Ave not included in responses to previous CORA request from me including but not limited to; receipts, invoices, correspondence, records of payments to or from the town.
	Via email
	Please include a log detailing any records not release and a statement detailing the statutory authority to withholding each record withheld.

Name: Bill Brunner Date: 8/8/2024

Address: 608 2nd st Telephone: 970 260 2296

In Office  Hard Copy  PDF  E-mail Address: bill@paoniairon.com  
C.R.S. 24-72-201 to 24-72-309

Print Form

Email Form

## trustee access to public records

trustee Bill <bill@paoniatruster.com>

Fri 7/26/2024 8:35 AM

To:Samira V <SamiraV@townofpaonia.com>

RE: trustee access to town records vs CORA.

Samira

Earlier this week I asked to see the record of permit activity for 215 N. Fork Ave. You asked me to make an official CORA request. My interest in activity at 215 N. Fork extends to my official role as a trustee. The documents you returned raise additional questions. As a trustee, I want to be kept abreast of developments at that location.

Is it your policy, unstated until now, that all trustees engage in formal CORA proceedings to access public records kept by the town?

Thank you

Bill B

Re: Planning Commission meetings

trustee Bill <bill@paoniatruster.com>

Mon 7/8/2024 8:34 AM

To:Stefen Wynn <StefenW@townofpaonia.com>

Mr. Wynn

Should I assume this has gone out to "all"? My copy only lists you, the attorney and the clerk as recipients.

Bill B

On 7/6/2024 7:59 PM, Stefen Wynn wrote:

Mayor, Trustees and Planning Commission,

To be clear, this wasn't the entirety of the conversation with the Town attorney on the phone. It was very clear that established practices for creating agendas are very important to not erode the public trust. Scheduling a meeting on a Friday afternoon without going through proper channels to post the agenda, such as on the town's website, seems to be very opaque and not transparent to the general public. During the meeting it was alleged that I obstructed a lawful meeting of the Planning Commission, which is entirely not true. To be very clear, there wasn't any obstruction of the planning commission. Instead, a member of the commission decided not to meet, and a quorum wasn't established. It is highly unusual that an ex-officio member of the Planning Commission should have an occasion to contact other planning commissioners without staff involvement to set a quick meeting during a Sunday evening. The agenda was sent to me on a Friday afternoon after 3:30 PM with instructions to post it, no consideration was given to my schedule, nor was any coordination or communication given to me prior to receiving the email. After already working over 40 hours last week, I decided to go home early on a Friday, and was unable to access the email until I was made aware of it later in the weekend via phone call. The statute that Trustee Brunner referenced in his email below was not misunderstood nor overlooked, and the Planning Commission has been doing its lawful duty by working with a consultant to produce a comprehensive plan, a final draft of which has been published for the public and will be discussed during the meeting on July 18, 2024, at 6:30 PM (this was the date that most trustees and the commissioners could meet after being individually polled by staff about their availability).

I would caution everyone not to reply to Trustee Brunner's emails as it could be a violation of the Colorado Open Meetings Law.

The meeting ended with me asking that Trustee Brunner and Ms. Watson work with me and staff should they want to schedule a meeting of the Planning Commission to discuss it. We'd like to see the Town move forward with several very important updates to its land use comprehensive plan. I should also note that what was also discussed is that the Planning Commission receives its authority from the Board of Trustees and serves at the pleasure of the Board of Trustees and the statute does not inherently give the Planning Commission power or authority, it is a pass-through authority from the Board of Trustees. Even more, it was discussed that the Planning Commission should not operate in

opposition to the Board of Trustees but should act as a satellite to the Board of Trustees.

I would also like to bring up that these two items from Trustee Brunner's email were never expressly discussed during our meeting on Friday, " Study and discuss law and code concerning land use independent of pending land use applications. This would not include ex parte discussion of pending applications. To formulate questions and identify areas of concern to be addressed in trainings. To discuss and act upon matters relating to land use and planning." Instead, it was made clear to both of us that the Planning Commission is an advisory board to the Board of Trustees.

I'd like the planning commission to join the team and work with us, rather than appearing to be defiant and in opposition of the Board of Trustees. I've now spent two weekends away from my family attempting to mitigate the Town's exposure to liability (as I discussed with Trustee Brunner, I accept civil process on behalf of the Town and my name gets put onto lawsuits when the Town is sued) and to try to save the progress that we've made in repairing the trust with the public, but staff and I are met with opposition, and are getting worn out. On Tuesday's Board of Trustees meeting, there is an item placed on the agenda where the Board may give the Planning Commission a task to look into, and the process that was taken to get it on the agenda was appropriate and matches already established processes.

In Public Service,

Stefen Wynn, M.P.A.  
ICMA-CM  
Paonia Town Administrator & Treasurer

P : (970) 527-4101  
F : (970) 527-4102  
E : [StefenW@TownofPaonia.com](mailto:StefenW@TownofPaonia.com)

214 Grand Ave.  
Paonia, CO 81428

<https://townofpaonia.colorado.gov/>

-----Original Message-----

From: trustee Bill [bill@paoniatruster.com](mailto:bill@paoniatruster.com)  
Sent: Saturday, July 6, 2024 6:07 PM  
To: Paige S [paiges@townofpaonia.com](mailto:paiges@townofpaonia.com); Pete McCarthy [petefromsf@gmail.com](mailto:petefromsf@gmail.com);  
Plan Commission 2 [plancommission2@townofpaonia.com](mailto:plancommission2@townofpaonia.com); [bill@paoniatruster.com](mailto:bill@paoniatruster.com);  
Stefen Wynn [StefenW@townofpaonia.com](mailto:StefenW@townofpaonia.com)  
Subject: Planning Commission meetings

In conversation with Stefen Wynn and the Town Attorney on Friday, July 5, a



certain clarity was attained concerning meetings of the Planning Commission. It has been established that the Commission has every legal right to meet, consider and conduct public business germane to the commission in addition to meetings requested by staff, the Board of Trustees or required by State law or Town code.

Areas within the purview of the Commission include but are not limited to;

Study and discuss law and code concerning land use independent of pending land use applications. This would not include ex parte discussion of pending applications.

To formulate questions and identify areas of concern to be addressed in trainings.

To discuss and act upon matters relating to land use and planning.

To consider other matters within its scope of authority.

The ability of the Commission had been artificially constrained, in part, under the mistaken assumption that meetings of the Commission were legally limited to those listed in P.M.C. 2-6-20.

Apparently P.M.C. 2-6-20 (c) "... and any and all other powers and duties set out by state statute. ...." had been overlooked or misunderstood.

I suggest discussion of a robust schedule of study and action for the commission.

Bill B.

# Town of Paonia



Tuesday, May 16, 2023

Mr. Bill Brunner  
PO 172  
Paonia, CO 81428  
Via certified mail

Dear Mr. Brunner,

I am responding to your emails issuing edicts to the Town and Town staff, directing staff as to what they are to do, and accusing staff of crimes. I have directed the staff to send any correspondence from you to me from now on. At the special meeting on May 15, both the Town Attorney and I made comments responding to your emails sent over the last few days.

You are entitled to express your opinion within the process of public comment established by the Town.

However, the Town also has a right to respond to your communications, ask you to conduct yourself with civility, and stop making up stories. Your communication conveys an intentional air of entitlement, including a right to special treatment. You cross over to harassment, intimidation, and bullying. You may not mistreat the staff of the Town of Paonia. Spreading fabricated and malicious lies and accusations are irresponsible, and you deceive the public every time you choose to do this. If you continue to conduct yourself and treat the staff this way, I will publicly respond to you with the truth.

You have access to facts and have intentionally ignored them. You seem to think you know more about interpreting codes and laws than trained professionals, including attorneys. I strongly suggest that you read the meeting packets and listen to what knowledgeable professionals say at the Town meetings. The staff is not lying. We are working hard to address a myriad of problems, including the deferred maintenance of facilities and infrastructure.

You have rightly pointed out things the Town needs to improve in the past. The Town is working on improvements and fixing what is truly broken, yet you still make accusations that staff members are up to sinister conspiracies and are incompetent.

Lastly, I have heard you repeat what appears to be still another criticism of the Town – the budget has significantly increased over the years. I would argue that the breakdown in some

# Town of Paonia



functions of the Town was because the Town was not spending money on training its existing staff, not hiring professionally trained staff, not offering salaries to attract qualified people, and not staffing the Town adequately. The principal increases have been to hire and train expert staff to repair, replace and maintain Town’s infrastructure properly. This is a result of the water system breakdown in 2019 and was in response to an outside professional assessment of the Town’s failures to maintain its system properly. The Town also expected untrained staff to complete tasks that require significant education and experience. That resulted in innocently making bad decisions.

Have there been personnel issues in the Town? Yes, of course. At about the same rate as the national average – 10%. The Town is addressing them by following the law, including labor laws and its own laws and personnel policies. Now that the Town is making tremendous strides toward addressing past mistakes, including those you have pointed out, with enough experts to do the work properly, you seem to be set on making the same old damaging accusations. I wonder what your motivation is because your statements contradict your own criticisms.

I take your comments seriously and will protect the staff from bullying and harassment.

Sincerely yours,

Leslie Klusmire  
Interim Town Administrator



**Nicolas D. Cotton-Baez**  
(303) 298-1601 tel  
(303) 298-1627 fax  
*nick@kellypc.com*

May 16, 2023

Bill Brunner  
PO Box 172 *via certified mail*  
Paonia, CO 81428

RE: Recent Communications with Town Staff

Dear Mr. Brunner:

When requested by a citizen, the Town includes citizen correspondence in Board meeting packets. The Town is not legally obligated to do so. Nor is the Town staff required to fulfill specific citizen requests for the dissemination of information. You have the same rights as other members of the public. You are not entitled to, and will not receive any special treatment, no matter how loud your voice. Like any other member of the public, you may submit comments for inclusion in meeting packets and make comments in public meetings at the appropriate time. However, your orders and demands directed to the Town staff, and your bullying tactics, will not be tolerated and will be ignored.

You are entitled to your opinion regarding the Town’s financial system. However, your statements on the topic have served only to interfere with the efforts the Town has taken to address the issues. Each moment the Town takes to respond to your statements and behavior, is a moment lost in addressing the issues with the Town’s financial accounting system.

The Town is not “Simply relying on statements of the Interim Administrator that there is no indication of fraud and therefore nothing to see here,” as you so state. Rather, the Town is relying on careful evaluation of the Town’s financial accounting system by the Interim Town Administrator and two separate independent contractors, each of whom have specialized training, experience, and intimate knowledge of the government fiscal affairs, and who are much better situated than you are to make a rational choice on whether to commit the Town’s limited resources to a forensic audit of the Town’s financial system.

As stated several times in response to your various statements on the topic, the Town will conduct a forensic audit of the Town’s financial system if, and only if, the Town uncovers evidence that there has been a crime amounting to probable cause. As further detailed in the Town’s letter rejecting your recent citizen initiative petition, the Town administration is best suited to determine

the proper course of action, if any. As a citizen, you do not have the requisite expertise to even recommend such a course, much less the right to compel the Town to do so.

Your statements regarding the propriety of the executive session are similarly misguided. Indeed, the settlement amount, if approved by the Board, will be a public record. However, that does not give you, a citizen, the right to participate in the contract negotiations. The Town Board has the authority to enter into an executive session for the purpose of determining negotiation strategy and instructing negotiators. Considering a draft of the employee separation agreement in open session would expose that strategy, compromise the Town's negotiating leverage, and thus could lead to a higher dollar-amount settlement figure to be borne, ultimately, by the taxpayers. It would, thus, be irresponsible not to convene in executive session.

The Town is not, as you say, "strategizing containment of a scandal." It's your statements, which are based not in fact but on baseless conspiracy theories, that are irresponsible. As a particularly-vocal citizen, you should consider your own responsibility to speak truths and refrain from spreading baseless conspiracy theories that promote mistrust in the Town government.

Sincerely,

KELLY PC,

By:           /s/ Nicolas Cotton-Baez            
Nicolas Cotton-Baez  
Town Attorney

**FW: background info**

Melinda Culley <melinda@kellypc.com>

Tue 5/21/2024 11:57 AM

To: Samira V <SamiraV@townofpaonia.com>

Hi Sam,

Below is the email I sent on Friday. Thanks.

**Melinda A. Culley**

Kelly PC

999 18<sup>th</sup> Street, Suite 1450S

Denver, CO 80202

P: (303) 298-1601 x212

F: (303) 298-1627

Cell: (316) 640-1013



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---

**From:** Melinda Culley  
**Sent:** Friday, May 17, 2024 3:54 PM  
**To:** 'bill@paoniatruster.com' <bill@paoniatruster.com>  
**Cc:** 'Paonia@TownofPaonia.com' <Paonia@TownofPaonia.com>  
**Subject:** RE: background info

Trustee Brunner,

I received a copy of your email below in which you requested copies of the surveys used in creating the housing needs assessment. Are you referring to the employer questionnaires that were sent to local employers?

The Town does not have copies of the completed questionnaires. Because they are not “made, maintained or kept” by the Town, they are not public records under the Colorado Open Records Act.

Further, in the contract between the Town and Urban Rural Continuum, the Town agreed that the questionnaires “will be confidential and only reported on in aggregate to ensure sensitive business information is not published and cannot be associated with any business in Paonia.” See Exhibit A, Section 4. The aggregate data is available in the completed needs assessment, which is available on the Town’s website, as Ms. Coburn mentioned in her email.

Finally, the Town Board designated the Town Administrator (as well as Trustees Smith and Knutson) as the project representatives for the needs assessment. Therefore, I recommend that you direct future questions about this project to Stefen who can reach out to the contractor if needed.

If you have any questions, please let me know.

**Melinda A. Culley**  
Kelly PC  
999 18<sup>th</sup> Street, Suite 1450S  
Denver, CO 80202  
P: (303) 298-1601 x212  
F: (303) 298-1627  
Cell: (316) 640-1013



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---

**From:** trustee Bill <[bill@paoniatruster.com](mailto:bill@paoniatruster.com)>  
**Sent:** Friday, May 17, 2024 11:11 AM  
**To:** Shay Coburn <[shay@urbanruralcontinuum.com](mailto:shay@urbanruralcontinuum.com)>; Bill Brunner <[BillB@townofpaonia.com](mailto:BillB@townofpaonia.com)>  
**Cc:** Samira V <[SamiraV@townofpaonia.com](mailto:SamiraV@townofpaonia.com)>  
**Subject:** Re: background info

Shay

Please see article 15 from your contract below.

Regarding your concern about confidentiality, the only anticipated use of the documents requested is for internal review by Planning Commissioners as members of the local public body in review of the Master Plan et al. I respect your concerns but cannot agree that members of the public body using a survey for internal review while carrying out Town Business could be denied access and am unaware of any legal principal that would suggest that. I would assume CORA requests for the documents by members of the public would be handled by the Custodian of Record in the usual manner.

Thank you,

Bill Brunner

Paoina Trustee/Planning Commissioner

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

On 5/17/2024 8:42 AM, Shay Coburn wrote:

Good morning Bill,

120

The Housing Needs Assessment and Housing Action Plan are on the Town's website [at this link](#). Otherwise the Town has all public records for the project and can get them to you per their typical process. I have copied in Samira to this email to help facilitate that.

Best,  
Shay

**Shay Coburn**  
Urban Rural Continuum LLC  
970.872.8682  
[shay@urbanruralcontinuum.com](mailto:shay@urbanruralcontinuum.com)  
[www.urbanruralcontinuum.com](http://www.urbanruralcontinuum.com)

On Fri, May 17, 2024 at 7:54 AM trustee Bill <[bill@paoniatruster.com](mailto:bill@paoniatruster.com)> wrote:

Shay

As a member of the local public body directly involved with legislative action dependent on the housing needs assessment, please forward the housing needs assessment, all associated surveys and the housing action plan for internal review.

Thank you,

Bill Brunner 970 260 2296

Paonia Trustee/ex-officio Planning Commissioner




**FW: Ageda item, please**

Paige S &lt;paiges@townofpaonia.com&gt;

Fri 8/9/2024 12:06 PM

To: Samira V &lt;SamiraV@townofpaonia.com&gt;

 1 attachments (104 KB)

Suzanne Watson's proposed agenda elements for the Planning Commission meetings 5 29 2024.JPG;

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**From:** Paige S**Sent:** Friday, June 7, 2024 1:47 PM**To:** trustee Bill <bill@paoniatruster.com>**Subject:** RE: Ageda item, please

Hello Trustee Brunner,

I'm not sure what initiated your email content or what information you may have been provided, but you've drawn conclusions that aren't accurate and have made unfounded accusations.

Please know that in the future, you're welcome to call me with concerns and I'll do my best to either provide clarification, get answers to your concerns or direct you to the person who can get you accurate answers. However, because you have put your thoughts and assertions in an email open to public records and asked for the content of your email to be included as an agenda item, I'm obligated to respond in writing.

I don't see the cancellation of the June 5<sup>th</sup> meeting as "usurpation" of the Commission's duties. Stefen sent an email dated June 3<sup>rd</sup> to the Commission and Trustees explaining the existence of a revised draft from the contractor and that it would not be submitted until the 21<sup>st</sup> of June.

It had been determined earlier in May that the previously scheduled and noticed public hearings (June 5 and June 12) had to be cancelled for a lack of Comprehensive Plan content available to be presented at those hearings. And upon learning what we did at the May 30<sup>th</sup> meeting with the contractor, Stefen and I instructed the Clerk to reaffirm the cancellation of the June 5<sup>th</sup> Commission meeting as there was no content for the agenda.

The Clerk's May 31<sup>st</sup> email is provided below:

"Due to the Public Hearings on the Comprehensive Master Plan presentations and adoption being cancelled, there will not be a Planning Commission Meeting on the 5<sup>th</sup> of June. With new timeline on the Master Plan there will likely be new public hearings scheduled. I will keep you posted as I know more."

With regard to your reference to the "Commission Chair submitting an agenda with several items of business," I would like to clarify what took place on Thursday May 29<sup>th</sup> when Suzanne came into the office. I was in the office that afternoon and took a photo of her draft agenda (which is attached) with Suzanne's proposed additional agenda elements for consideration. She did not expect that it would become the de facto agenda for a meeting. Instead, as I understand it, she wanted to submit it for discussion purposes. Meaning that there was no expectation that Suzanne's attached draft with

additional proposed elements would be part of any meeting without prior legal and public consideration.

BTW, under her suggested agenda element “New Business” Suzanne included “PC 101-State Statute/Role of the Commission.” The need for training (which she and I have always agreed on) is exactly why there is a training scheduled for Monday, July 29 at 6:00 p.m. and Sam reminded Suzanne of that scheduled training. I hope this date and time are on your calendar. The Clerk organized this training with Nick Cotton-Baez, now with CIRSA and it is specifically for the Planning Commission. Suzanne’s proposed agenda will be shared with Nick so it can be a part of the discussion. I think this is important because I agree with your reference to CRS 31-23-204 Planning Commission, Organization and Rules that it’s important that we clarify “rules for transaction of business,” which again requires legal input and a public process.

What you have asserted in your email as quoted below is not true:

The town board under the last administration decided to hire contractors to prepare a master plan and now someone other than the commission is doing the work of the commission without the commission's input. They are reviewing draft documents, returning them for revision and performing other duties of the commission. I am unaware of any statutory authority for anyone to take over these functions. It is clear to me the commission is being obstructed and reduced to a rubber stamp that is expected to await a summons to a public hearing to approve a plan prepared without this commission's involvement.

No one is reviewing draft documents that haven’t been provided to the Commission and no one is “returning them for revision.” You yourself reviewed the May 7<sup>th</sup> consolidated draft which is the same version we all received. There is absolutely no obstruction of the Commission, and no plan has been prepared without them. In point of fact, the consolidated draft was the first time the Commission was offered the “Introduction” section for review and none of us (including you) had ever seen it before. The “elements” content included in the consolidated draft had been provided over the course of four public hearings for public review. In addition, as Stefen explained in his June 3 email...

“I’m checking unread emails from a few weeks ago and replied to Trustee Brunner. I think it’s best that all of you have the same information – Mayor Paige and I met with Phoenix Rising last week and we learned that a new working draft is coming to us on or about June 21<sup>st</sup>. Our understanding is that the draft will be completely different from the elements that we’ve already seen and from the draft that we’ve already reviewed. “

He explained that we learned in the May 30<sup>th</sup> meeting that the contractor had a new draft for submittal. Neither Stefen nor I were aware of the new draft. We were under the impression that the consolidated draft submitted on May 7<sup>th</sup> WAS the draft and were surprised to learn of a new draft. We had no choice other than to ask that they submit it and ask when that would occur. Therefore, your accusation that “The administrator has negotiated some sort of a rewrite in an attempt to correct stunning deficiencies” is a baseless and false and therefore very negative accusation.

The funding for the contract is going to be exhausted soon, as Stefen explained in his email sent on June 5th. Therefore, we needed to have a meeting with the contractor (the Town of Paonia is managing the contract, as required in the contract, not the Planning Commission) to ensure that the Town received all of the background information created and used in the development of the draft before funds were exhausted. The other main topic of the meeting was a reiteration of Stefan’s concern regarding the inclusion of “light industrial” in the proposed *mixed use* and where this use has been identified on the FLUM. Stefen specifically identified this concern in his email to all of us, dated May 12, 2024, where he provided the comments he made on the May 7<sup>th</sup> consolidated draft.

In his Administrator's report to be presented at the June 11<sup>th</sup> meeting, the Administrator will request that a joint special meeting of the Trustees and Planning Commission be scheduled in order to provide the contractor the opportunity to present the draft (expected on June 21<sup>st</sup>) to the commissioners, elected officials, staff, and the public. This special meeting will also require decisions regarding the timeline needed for review of the draft, revision(s) as needed, and ultimate acceptance of the final Comprehensive Plan.

In summary, the Commission has not been prevented from doing its work and your insistence that it has is not true.

In addition, I will not be including your email as an Agenda Item in the June 11<sup>th</sup> Agenda Packet because I cannot condone the numerous baseless claims in your email being a part of the Town of Paonia's official permanent public record.

Paige Smith  
Mayor, Town of Paonia

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**From:** trustee Bill <[bill@paoniatruster.com](mailto:bill@paoniatruster.com)>  
**Sent:** Wednesday, June 5, 2024 1:52 PM  
**To:** Paige S <[paiges@townofpaonia.com](mailto:paiges@townofpaonia.com)>  
**Subject:** Ageda item, please

Mayor Smith

The cancellation of the regular June meeting of the planning commission without the permission of the commission has forced matters to a head. I am compelled by my oath of office to make a statement at the next available moment in a public meeting. The most graceful way to accomplish this is to have it placed on the agenda. I now ask you for that action.

I submit the following as an outline of my remarks and a brief description of my position. Please include this in the packet.

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It seems the Planning Commission is being inappropriately manipulated and rendered unable to fulfill its mission.

The "Town" is quite heavily invested in a master plan process which was nearing completion at the last election but was not pushed over the finish line. Now we have a new planning commission with the statutory mandate to now be in charge of the process.

State statutes empower the commission as a semi autonomous body with specific duties.

***Colorado Revised Statutes, 31-23-204 Planning Commission, Organization and Rules, " ... The commission shall hold at least one regular meeting in each month. It shall adopt rules for transaction of business ... "***

***C.R.S. 31-23-206. Master Plan: (1) It is the duty of the commission to make and adopt a master plan for the physical development of the municipality. .... When a commission decides to adopt a master plan, the commissions shall conduct public hearings .....***

**31-23-205. Staff and finances. “ ... The commission may also contract, with the approval of the governing body, with municipal planners, engineers, and architects and other consultants for such services as it requires. .... “.**

The town board under the last administration decided to hire contractors to prepare a master plan and now someone other than the commission is doing the work of the commission without the commission's input. They are reviewing draft documents, returning them for revision and performing other duties of the commission. I am unaware of any statutory authority for anyone to take over these functions. It is clear to me the commission is being obstructed and reduced to a rubber stamp that is expected to await a summons to a public hearing to approve a plan prepared without this commission's involvement.

Meetings are scheduled and canceled without consulting the commission. The regularly scheduled June meeting was canceled even though the commission chair has submitted an agenda with several items of business.

This situation must be corrected. State statutes clearly empower the commission as an autonomous body with the duty and privilege of active participation in preparation of master plan. This does not mean they sit idly by until a plan is presented to them. Statutes clearly empower only the commission to prepare and decide when it is ready to consider adoption of a plan.

The current draft is deeply flawed. The administrator has negotiated some sort of a rewrite in an attempt to correct stunning deficiencies. It is the duty of the commission to consider the draft plan as submitted and to decide what the next steps are.

The ultimate downside to the current approach is that the entire process may now be challenged with the possible result the Town is judged so far off the rails of due process that all our attempts at land use regulation are declared invalidated.

Please, let the commission do its work.

Thank you

Bill Brunner

3/29/24

## Planning Commission Meeting Agenda Format

- 1 Approval of Agenda
- 2 Approval of Minutes
- 3 Public Comment
- 4 Staff Reports (pending business etc)
- 5 Commissioners Reports & Comments
- 6 Special Business (Public Hearings Etc)
- 7 Unfinished Business
- 8 New Business  
P.C. 101 - State Statute / Role of Commission
- 9 Scheduling next meeting
- 10 Adjournment

**FW: Best practice**

Stefen Wynn <StefenW@townofpaonia.com>

Fri 7/19/2024 5:25 PM

To:Stefen Wynn <StefenW@townofpaonia.com>

Mayor & Trustees,

Please see below for an email from Trustee Brunner from 7.16.2024. I've not replied, but believe all of you should see what has been written. To be clear, the travel reimbursement for the Town's new staff account was completed in accordance with Policy 607 of the Personnel Manual. The employee does not have a town-issued credit card, incurred all of the expenses while at training with the Town's ERP (accounting software) provider, and was reimbursed for them after submitting all relevant documentation. This process was also vetted by and approved by the finance committee.

Even more, I take great care in ensuring that our financial processes have been updated, that adequate internal controls are in place, and they've proven to work as those issues were caught during the disbursement processes and the Town was reimbursed for erroneous charges. During the 6.25.2024 meeting, I also stated that we've noted a deficiency in policy and would have a credit card policy drafted for your approval. The credit card policy is on the agenda for the 7.23.2024 meeting.

I should also note that the employee dinners that we've had were all potlucks and the main dish, which always has consisted of a type of meat, has been wholly paid for by my wife and I. Even more, the candy that is available for the public has been purchased by myself using my Sam's club membership. I take the allegations very seriously and suspect that all of you would want to know what has been alleged.

In Public Service,



**Stefen Wynn, M.P.A.**  
*ICMA-CM*  
**Paonia Town Administrator  
& Treasurer**

P: (970) 527-4101  
F: (970) 527-4102  
E: [StefenW@TownofPaonia.com](mailto:StefenW@TownofPaonia.com)

214 Grand Ave.  
Paonia, CO 81428

<https://townofpaonia.colorado.gov/>



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**From:** trustee Bill <bill@paoniatruster.com>

**Sent:** Tuesday, July 16, 2024 10:50 AM

**To:** Stefen Wynn <StefenW@townofpaonia.com>

**Cc:** Samira V <SamiraV@townofpaonia.com>; Kaja Bowman <KajaB@townofpaonia.com>; Paige S

**Subject:** Re: Best practice

Stefen

Let me clearly state my concern with the invoices discussed in recent emails. The BOT was presented with a slate of approved expenditures without comment. These expenditures contained an acknowledged impropriety. The silence by multiple individuals privy to this impropriety is what if not a conspiracy or a cover up? Now you reveal additional personal expenses by the same individual were bundled and thus hidden in the same slate of expenditures. Why was this not revealed at the time of the public discussion? The implications are shocking.

This is a serious matter. What does it suggest about staff's sense of immunity, entitlement, privilege and lack of oversight? The reason the break room in every school, firehouse and governmental office has a collection jar for coffee and snacks is the Colorado Constitution mandates all public money be spent on public expenses.

Personal use of Town resources is malfeasance. What example did this episode set? Here is a person embarking on a career of public service and Town staff is instilling the seeds of corruption in the very foundation of that career.

Your response raises a number of questions:

Why wasn't the BOT informed the expenditures contained an impropriety?

What is the current practice for purchase of staff refreshments?

Why did Mr. Santiago have a Town credit card?

What training did he receive prior to being entrusted with the credit card?

Why did he think he had authorization to use it in this way?

Who else participated in the meal?

Was he disciplined in any way? Is there a record of this in his personnel file? In the file of each staff member privy to the presentation of the expense as approved?

Please provide the approved policy specifying circumstances under which staff meals may be reimbursed.

What does this episode say about your commitment to transparency, honesty and best practices?

Bill B.

On 7/15/2024 10:09 AM, Stefen Wynn wrote:

Hi Trustee Brunner,

You're welcome to come in and review the invoices, what time will work for you today? While I was out of the office, the credit card purchase that you're referring to as "KA Lunch," was caught due to

our internal controls. The Town Clerk caught it while reviewing credit card charges for her department. Since the charge had already cleared the credit card, it appeared on the statement, and once made aware of the erroneous purchase, the Deputy Clerk refunded the town.

As I mentioned during the meeting, situations like this would be better served through a credit card policy, and that I would work on getting a credit card policy completed with a procurement policy. Your additional question is related to a training for the Staff Accountant with the Town’s financial software provider, Caselle, in Provo, Utah. The reason for the note saying, “approved by Stefen”, was to document that I approved the reimbursement request while out of the office. These charges were originally borne by Kaja while she went to training and the Town reimbursed her for her meals and travel. Since these were costs covered by a new employee for a training that she was required to attend, I wanted to ensure that she was reimbursed as quickly as possible, thus the reason for the note (instead of waiting two additional weeks).

You’re welcome to come in and see the invoices that make up the reimbursement.

Most of these questions can be answered by the Finance Committee as they’re deeply involved in the finances of the Town. These are great questions that you should ask during a board meeting and the Finance Committee should be able to answer them for you. Is there something else that I can answer to help you understand why it’s a good practice to sign your name to disbursement reports in addition to a voice vote for approval?

In Public Service,



**Stefen Wynn, M.P.A.**  
*ICMA-CM*  
**Paonia Town Administrator  
& Treasurer**

P: (970) 527-4101  
F: (970) 527-4102  
E: [StefenW@TownofPaonia.com](mailto:StefenW@TownofPaonia.com)

214 Grand Ave.  
Paonia, CO 81428

<https://townofpaonia.colorado.gov/>



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**From:** trustee Bill [bill@paoniatruster.com](mailto:bill@paoniatruster.com)  
**Sent:** Friday, July 12, 2024 4:20 PM  
**To:** Stefen Wynn [StefenW@townofpaonia.com](mailto:StefenW@townofpaonia.com)  
**Subject:** Re: Best practice

Stefen

Thanks for forwarding that.



Quoting below: "Invoices are coded by department heads or the town administrator...." I

Who coded the "KA" lunch?

"Invoices are then entered into our database by town staff and reviewed and approved by either the town administrator or the staff accountant."

Who reviewed the lunch?

Please forward the invoice.

So while we are on the subject, I was going to ask you to forward the specific individual invoices for the \$5xx.xx "approved by Stefen" item in the same packet as the lunch, please.

Question re the Purchasing Policy included in the Trustee packet handed out on taking office: I notice it doesn't have an attribution. Is there a resolution backing this?

On 7/12/2024 11:40 AM, Stefen Wynn wrote:

Hi Trustee Brunner,

Please see below for an email that was sent to your town issued email about this issue. I know that you take great care in reviewing disbursements and have given excellent questions about them during meetings. Signing disbursement approvals is also a great way to show that you've reviewed them as well.

In Public Service,

Stefen Wynn, M.P.A.  
ICMA-CM  
Paonia Town Administrator & Treasurer

P : (970) 527-4101  
F : (970) 527-4102  
E : [StefenW@TownofPaonia.com](mailto:StefenW@TownofPaonia.com)

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From: Kaja Bowman <[KajaB@townofpaonia.com](mailto:KajaB@townofpaonia.com)>  
Sent: Wednesday, July 10, 2024 10:29 AM  
To: Bill Brunner <[BillB@townofpaonia.com](mailto:BillB@townofpaonia.com)>  
Cc: Stefen Wynn <[StefenW@townofpaonia.com](mailto:StefenW@townofpaonia.com)>; Paige S <[paiges@townofpaonia.com](mailto:paiges@townofpaonia.com)>  
Subject: Disbursement Approval Processes

Hello Trustee Brunner,

I wanted to reach out as the new staff accountant about the approval of disbursements process. I noticed you had not signed the disbursement approval last night and was informed that you had asked for more clarification around the process before signing.

The town's process for disbursement approval is quite a few steps to assure accountability and transparency. Invoices are coded by

department heads or the town administrator. Invoices are then entered into our database by town staff and reviewed and approved by either the town administrator or the staff accountant. A printed copy of proposed payments and the hard copy of invoices are also provided to the finance committee for review and approval. A printed list of the approved invoices is then provided to the mayor and trustees at the town meeting for final approval.

In regard to signatures being required by the mayor and trustees at the meeting rather than just a raise of hands is for transparency and accuracy in our financial processes. This also expedites the processes as we can review all signatures are present and begin disbursements the morning following meetings. We desire citizens to be assured that the town's finances are in order, transparent, and accountable. We also strive to pay vendors in a timely manner.

Thank you for your help as a trustee in this matter and please let me know if you would like any further clarification or have any questions.

Be excellent to each other,  
Kaja Bowman  
Staff Accountant

P : (970) 527-4101  
F : (970) 527-4102  
E : [KajaB@TownofPaonia.com](mailto:KajaB@TownofPaonia.com)

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-----Original Message-----  
From: trustee Bill [bill@paoniatruster.com](mailto:bill@paoniatruster.com)  
Sent: Wednesday, July 10, 2024 11:24 AM  
To: Stefen Wynn [StefenW@townofpaonia.com](mailto:StefenW@townofpaonia.com)  
Subject: Best practice

Stefen

Would you please send me some documentation on the best practice of having trustees sign the disbursements? I don't understand waiting for approval of minutes to pay bills. I thought the checks got signed the next morning and disbursed.

Bill B.

**Fw: attorney questions**

Paige S <paiges@townofpaonia.com>

Thu 8/8/2024 1:53 PM

To: Samira V <SamiraV@townofpaonia.com>

**From:** Bill <bill@paoniairon.com>

**Sent:** Tuesday, May 7, 2024 3:04 PM

**To:** Paige S <paiges@townofpaonia.com>

**Subject:** Re: attorney questions

Paige

I yield to your decision on the questions for interviews. Frankly, I'm more interested in an attorney's answers to my questions than Stefan's and at this point the current attorney's opinions don't interest me. I'm completely open to including you in a conversation with Stefan. Sometime next week would be good, let's see how time evolves. As for the minutes, ROR is pretty clear. Think about it.

Thanks

Bill

On 5/6/2024 11:28 AM, Paige S wrote:

Hi Bill,

Your proposed interview questions appear to be asking for a legal opinion. I'm not comfortable with these sorts of questions in an interview setting and haven't asked Stefen to include any of them. However, as these are issues of concern to you, I'd like to suggest that you, Stefen and I get together to discuss each of them. Can we schedule a meeting next week to discuss (Stefen is out of the office Wed., Thurs. and Friday of this week and I'm unavailable this afternoon or tomorrow)? I'm available anytime all next week with the exception of the 2:00 facilities tour on the 15<sup>th</sup>.

Also, please know that Stefen's door is open anytime and he especially encourages Trustees to visit with him about Agenda Packets prior to each regular meeting.

With regard to "the distillation of stuff" are you referring to the single continuous document for the draft Comp. Plan we had asked from the contractor at the Planning Commission meeting? I don't believe it's been provided and have asked Sam about that and with this email I'll ask Stefen too.

I need to take a look at Meeting minutes more thoroughly to respond to your suggestion that they are not meeting Robert's Rules of Order. I'll follow-up on that later, but at this time I'm not ready to make a Mayor's opinion.

Thank you,

Paige Smith  
Mayor, Town of Paonia

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**From:** Bill <[bill@paoniairon.com](mailto:bill@paoniairon.com)>

**Sent:** Sunday, May 5, 2024 3:41 PM

**To:** Paige S <[paiges@townofpaonia.com](mailto:paiges@townofpaonia.com)>

**Subject:** attorney questions

Paige

FYI here is what I submitted to Stefan for the attorney interviews.

I haven't received the distillation of the stuff presented to us at the last PC meeting. I thought we were going to have it Wednesday? Did I miss it?

Also, I am troubled with the way our minutes are out of line according to ROR. It seems to be a point of order for the chair to rule, are our minutes in line with ROR or not? I want to run it by you to see what you think.

I think the "summary" type minutes are by definition a biased narrative, no matter the motive of the minute keeper. It's just human nature. We all have a view point. Better to stick to the facts, Mam.

Thx

Bill B

An administrator deliberately allows construction of several new dwelling units in the downtown core in stark violation of zoning and a water moratorium. There are public complains and requests from a Board member to have the Board review the matter but the Mayor succeeds in keeping it off the agenda until construction is complete. Now a Board member moves to ignore the violations because it's gone so far there is a high likelihood of a lawsuit. No one ever seeks accountability from the administrator.

We are advised to follow the code or risk lawsuits against the Town and/or ourselves. After ignoring violations of code, can we chose to ignore the law to prevent a lawsuit for enforcing it? How can we or the Town be liable for enforcing the law?

There is an application for a new bar with a request for a variance on off street parking. Zoning requires Special Review by the broad for the proposed use, the Planning Commission shall determine the number of off street parking spaces and a variance from the Board of Appeals if the parking is not provided or is not within 300 ft.

In a public hearing the broad approves the use and following the administrator's advise grants a parking variance, without review by the other Boards and grants use of the Town parking lot (more than 300 ft away) because another entity was allowed to meet parking requirements that way. There are no findings of fact and no statements from the Board explaining their reasoning underlying the decisions.

Do you see any problems with the Board usurping the codified roles of the other committees and ignoring code requirements? If so, would you have watched this without comment? What if a Board member ask for your opinion? What your your recommendation be in a similar situation?

An intern administrator realizes that for many years the finance officer has been keeping two sets of books and opening undisclosed, unauthorized funds and accounts. Reporting this in a regular meeting the administrator states the obvious, "laws have been broken". They report the Town "doesn't know where its money is".

The books are "realigned" after months of work by experts and pass audit a year late. There are no other reports or investigations. The audit makes no mention of the irregularities.

A new trustee feels a fiduciary duty to understand what happened and seeks access to all the relevant records. The administrator defers to the Board which denies the trustee access because they don't trust the trustee and just want to "move on".

Your thoughts? What does fiduciary duty mean? Does a trustee have the privilege of ignoring violations of law by Town staff? Should the new trustee take some action to be free from a charge of tolerating malfeasance by the finance officer.

Three candidates team up as a slate to defeat a fourth candidate for the Trustee. One of the three is the wife of a sitting Board member. The fourth candidate prevails over the wife of the Board member.

There is an opening on the Board and the defeated candidate applies for the empty seat. The two Board members they teamed up with and her husband want to nominate and vote her onto the Board. The Board member who defeated No. 3 is more impressed with another applicant and would like to contrast the actions of No. 3 during the election against the attributes of his preferred candidate.

Are there any conflicts of interest here? Do you offer ethical advise?

**Re: FW: Audit Status ps**

trustee Bill <bill@paoniatruster.com>

Fri 6/28/2024 7:52 AM

To:Stefen Wynn <StefenW@townofpaonia.com>

Mr. Wynn

Would any of these statutes apply?

29-1-114. Record of expenditures.

29-1-605. Contents of report.

18-8-406. Issuing a false certificate.

18-8-405. Second degree official misconduct.

Thanks again

Bill B

On 6/27/2024 12:21 PM, Stefen Wynn wrote:

Mayor & Trustees,

Trustee Brunner had a few very good questions about the FY-2023 Audit that I think all of you benefit from learning about. Please see below for Trustee Brunner’s questions and my answers.

In Public Service,



**Stefen Wynn, M.P.A.**  
*ICMA-CM*  
**Paonia Town Administrator**

P : (970) 527-4101  
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E : [StefenW@TownofPaonia.com](mailto:StefenW@TownofPaonia.com)

214 Grand Ave.  
Paonia, CO 81428

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**From:** Stefen Wynn  
**Sent:** Thursday, June 27, 2024 12:20 PM

To: trustee Bill <[bill@paoniatruster.com](mailto:bill@paoniatruster.com)>

Subject: RE: Audit Status

Trustee Brunner –

Thanks for your questions. The Board will have an opportunity to review the audit after the Management Discussion & Analysis portion is complete and prior to the Auditors' presentation during a public meeting. When repairs, renovations, or alterations are made to fixed assets, such as fixing a roof, it adds additional value to the life of that fixed asset, such as what has happened with the Clock Treatment Plant's roof from 2014 – 2015. Therefore, that asset may not be fully depreciated due to investment to it.

I'm unaware of any financial irregularities under the previous administration, aside from strange financial management practices, which have been fully reported to the auditors. The auditors are fully aware of strange financial management practices because of issues that they ran into trying to make sense of budget documents for both FY-2022 and FY-2023. Strange financial management practices don't necessarily mean that misfeasance, malfeasance, or fraud has occurred. I'm unaware of what the Interim Administrator said about laws being broken, if you could direct me to a meeting, I'd be happy to review the recording.

The auditors have conducted an oral interview of elected officials and staff that have knowledge of the financial practices for 2023. Personally, I was given an interview and answered the questions that they had for me. In my experience, there are two ways to conduct that interview, either written or oral and it's the preference of the auditors on which to use.

If you have more questions, you'll have an opportunity to ask them of the Auditors during a public meeting.

In Public Service,



**Stefen Wynn, M.P.A.**  
*ICMA-CM*  
**Paonia Town Administrator**

P: (970) 527-4101  
F: (970) 527-4102  
E: [StefenW@TownofPaonia.com](mailto:StefenW@TownofPaonia.com)

214 Grand Ave.  
Paonia, CO 81428

<https://townofpaonia.colorado.gov/>



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From: trustee Bill <[bill@paoniatruster.com](mailto:bill@paoniatruster.com)>

Sent: Wednesday, June 26, 2024 6:03 PM

To: Stefen Wynn <[StefenW@townofpaonia.com](mailto:StefenW@townofpaonia.com)>; [bill@paoniatruster.com](mailto:bill@paoniatruster.com)

Subject: Re: Audit Status

Stefen

Three things today.

What status does the Clock Treatment Plant have in the audit? In many past years it has been claimed at full value of a functional unit, which it was and is not. It is a a pile of used pipe and obsolete electronics, not a functioning asset.

I would like to confirm that there is a document showing the auditor is fully aware of the irregularities that transpired under Ms. Jones and Ms. Ferguson. I was surprised that there was no mention of that in the '22 audit. Ms. Klusmeyer revealed in a public meeting that laws had been broken. Doesn't the auditor have to deal with irregularities like that?

In the past the auditor has provided trustees with a form letter asking if trustees wished to raise any issues. Is that not a thing anymore? I haven't received a copy.

Bill B.

On 6/26/2024 12:09 PM, Stefen Wynn wrote:

Mayor & Trustees,

The auditors have let us know that a draft of the audit will be sent to the audit partners for their review on Friday. Once the partners have reviewed it, I'll be able to complete a Management Discussion and Analysis letter for inclusion in a Comprehensive Annual Financial Report. We're so very close to being on target for timely audits moving forward.

In Public Service,



**Stefen Wynn, M.P.A.**  
*ICMA-CM*  
**Paonia Town Administrator**

P: (970) 527-4101  
F: (970) 527-4102  
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Paonia, CO 81428

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### **CRS Section 29-1-114 - Record of expenditures**

The officer or employee of the local government whose duty it is to disburse moneys or issue orders for the payment of money shall keep in his office a record showing the amounts authorized by the appropriation and the expenditures drawn against the same and also a record of the transfer of moneys from one fund to another and of any authorized additional expenditures as provided in section 29-1-111. Such record shall be kept so that it will show at all times the unexpended balance in each of the appropriated funds or spending agencies. Such officer or employee shall report on such record as may be required by the governing body. No such officer or employee shall disburse any moneys or issue orders for the payment of money in excess of the amount available as shown by said record or report.

### **CRS Section 29-1-605. Contents of report.**

(1) All reports on audits of local governments shall contain at least the following:

- (a) Financial statements which shall be prepared, insofar as possible, in conformity with generally accepted governmental accounting principles setting forth the financial position and results of operation of each fund and activity of the local government and a comparison of actual figures with budgeted figures for each fund or activity for which a budget has been prepared, which financial statements shall be the representations of the local government;
- (b) The unmodified opinion of the auditor with respect to the financial statements of the local government or, if an unmodified opinion cannot be expressed, a modified opinion or disclaimer of opinion containing an explanation of the reasons therefor;
- (c) Full disclosure by the auditor of violations of state or local law which come to his attention.

(2) In addition to the information required by subsection (1) of this section, the report on the audit of a special district, as defined in section 32-1-103 (20), C.R.S., that has authorized but unissued general obligation debt as of the end of the fiscal year of the special district shall specify the amount of the authorized but unissued debt and any current or anticipated plan to issue the debt

### **Section 18-8-406 - Issuing a false certificate**

A person commits a class 6 felony, if, being a public servant authorized by law to make and issue official certificates or other official written instruments, he makes and issues such an instrument containing a statement which he knows to be false.

### **Section 18-8-405 - Second degree official misconduct**

- (1) A public servant commits second degree official misconduct if he knowingly, arbitrarily, and capriciously:
- (a) Refrains from performing a duty imposed upon him by law; or
  - (b) Violates any statute or lawfully adopted rule or regulation relating to his office. **(2)** Second degree official misconduct is a petty offense.

## Re: FW: Audit Status

trustee Bill <bill@paoniatruster.com>

Fri 6/28/2024 7:45 AM

To:Stefen Wynn <StefenW@townofpaonia.com>

Mr. Wynn

Thank you for the prompt reply and thank you for forwarding to the board. As you know, COML limits our ability to communicate. It is ironic that the law allows us to circumvent the intent by bouncing our communication through you, but the law is what it is. Please feel free to forward this as well.

Referring to Ms. Klusmire's report in the April 11, 2023 meeting packet.

***...the Town's broken accounting system...The following deficiencies have been found...Improper creation of Funds...many more than...you may have seen. Most of these funds were not approved by the Board as is required by state statute. ...accurate financial reports cannot be produced...accurate trial balances cannot be run...Accounts payable are out of balance... <the official accounting system> cannot be used to do... cash allocations ...March 2023 shows a \$21,000 error....Recommendation...preserving only ... governmental funds that were approved by the Board....Town's budget documents do not follow GFOA best practices.... Chart of accounts has been set up contrary to best practice....The Town Administrator has not been able to access accurate information regarding the amount of reserves the Town has....Extraordinary number of bank accounts...Erosion of Proper Internal Controls...internal control functions...were reclaimed by the Finance Director.***

At a minimum I ask the auditor to directly reconcile each aspect and every statement in Ms. Klusmire's report with all relevant accounting standards and State Statues. By my limited understating, at a minimum, malfeasance had to be involved. Simply staggering forward without dealing with the past guarantees future repeats of the same old clown show.

As for the Clock plant, I confess I need help understanding the accounting wizardry you can work with the books. Would you please forward the depreciation schedule to me?

I don't think there is any evidence that plant has produce a meaningful amount of water since it was shut down in 2015. Let me know if there is a Monthly Operating Report or utility bill that shows otherwise. The software subscription to run the filters has been abandoned and the tank cannot be use because, despite investments, it remains a bird bath and swimming pool for rodents. In all honesty it seems like a liability, not an asset.

It seems listing the Clock plant at actual value would reduce the position of the Town by a significant amount. This is unfortunate, but without evidence it has been more useful to the Town than on old brick and with no appropriation or plan to make something useful out of it, isn't that just the way it goes?

Accounting wizardry may prove me wrong but please ask the auditor to address this directly.

Please copy me on your communication with the auditor on these questions or send me the contact information and I will be happy to contact them myself.

Thank you

Bill B.

On 6/27/2024 12:21 PM, Stefen Wynn wrote:

Mayor & Trustees,

Trustee Brunner had a few very good questions about the FY-2023 Audit that I think all of you benefit from learning about. Please see below for Trustee Brunner’s questions and my answers.

In Public Service,



**Stefen Wynn, M.P.A.**  
*ICMA-CM*  
**Paonia Town Administrator**

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F : (970) 527-4102  
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---

**From:** Stefen Wynn  
**Sent:** Thursday, June 27, 2024 12:20 PM  
**To:** trustee Bill <[bill@paoniatruster.com](mailto:bill@paoniatruster.com)>  
**Subject:** RE: Audit Status

Trustee Brunner –

Thanks for your questions. The Board will have an opportunity to review the audit after the Management Discussion & Analysis portion is complete and prior to the Auditors’ presentation during a public meeting. When repairs, renovations, or alterations are made to fixed assets, such as fixing a roof, it adds additional value to the life of that fixed asset, such as what has happened with the Clock Treatment Plant’s roof from 2014 – 2015. Therefore, that asset may not be fully depreciated due to investment to it.

I’m unaware of any financial irregularities under the previous administration, aside from strange financial management practices, which have been fully reported to the auditors. The auditors are fully aware of strange financial management practices because of issues that they ran into trying to make sense of budget documents for both FY-2022 and FY-2023. Strange financial management practices don’t necessarily mean that misfeasance, malfeasance, or fraud has occurred. I’m unaware of what the Interim Administrator said about laws being broken, if you could direct me to a meeting, I’d be happy to review the recording.

The auditors have conducted an oral interview of elected officials and staff that have knowledge of the financial practices for 2023. Personally, I was given an interview and answered the questions

that they had for me. In my experience, there are two ways to conduct that interview, either written or oral and it's the preference of the auditors on which to use.

If you have more questions, you'll have an opportunity to ask them of the Auditors during a public meeting.

In Public Service,



**Stefen Wynn, M.P.A.**  
*ICMA-CM*  
**Paonia Town Administrator**

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---

**From:** trustee Bill <[bill@paoniatruster.com](mailto:bill@paoniatruster.com)>  
**Sent:** Wednesday, June 26, 2024 6:03 PM  
**To:** Stefen Wynn <[StefenW@townofpaonia.com](mailto:StefenW@townofpaonia.com)>; [bill@paoniatruster.com](mailto:bill@paoniatruster.com)  
**Subject:** Re: Audit Status

Stefen

Three things today.

What status does the Clock Treatment Plant have in the audit? In many past years it has been claimed at full value of a functional unit, which it was and is not. It is a a pile of used pipe and obsolete electronics, not a functioning asset.

I would like to confirm that there is a document showing the auditor is fully aware of the irregularities that transpired under Ms. Jones and Ms. Ferguson. I was surprised that there was no mention of that in the '22 audit. Ms. Klusmeyer revealed in a public meeting that laws had been broken. Doesn't the auditor have to deal with irregularities like that?

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**To: The Honorable Mayor Mary Bachran and Board of Trustees**

**From: Leslie Klusmire, Interim Town Administrator**

**RE: Administrator's Report**

**Date: April 11, 2023**

**2023 Board Priorities Survey:** Survey results are attached to this memo. I will bring the original list of priorities to the meeting. Please direct the staff regarding your final priorities.

**Water and Sewer Improvements, including those necessary to lift the tap moratorium:** The Mayor sent in three grants to cover the costs of the hydrogeologic study. The Town committed to a cash and in-kind contribution of \$50,000. These funds will come from the \$45,000 budget for spring redevelopment and in-kind contributions of labor to install two meters.

As you know, we had a significant sewer line collapse Thursday night, and you met in an emergency meeting to approve funding to fix it. I will continue to work with DOLA to fund this unexpected major expense. Tonight, we need you to ratify your decision on Friday.

**Town Administrator Search:** Good news. Even though this is the third round, we are receiving applications.

**Report on the Town's financial management and data**

Two expert Finance Directors have reviewed the Town's broken accounting system, viewed the extensive number of bank accounts, and reached similar conclusions. CML recommended Professional Management Systems to help the Town diagnose problems and develop a roadmap to achieving financial management best practices resulting in accurate financial records and reporting.

Professional Management Systems sent an experienced former Finance Director and Caselle expert on Monday, April 3, to diagnose why the Town cannot access accurate financial information.

First, the good news. The consultant interviewed staff members involved in accounting and told me Paonia has an excellent and very capable staff - Ruben Santiago, Sam Vetter, and Joann Katzer. They were especially impressed with Deputy Clerk Amanda Mojarro's expertise and knowledge.

The following deficiencies have been found:

1. **Improper creation of Funds:** There are an extraordinary number of funds in Caselle, many more than what has been presented on the Excel spreadsheets you may have seen. Most of these funds were not approved by the Board as is required by state statute. The result is that the system is so complicated that accurate financial reports cannot be produced. 2022 bank accounts have yet to be reconciled, and accurate trial balances cannot be run. Accounts payable are out of balance for March. Caselle cannot be used to do accurate cash allocations because of these problems. March 2023 shows a \$21,000 error.

**Professional Management Systems Recommendation:** Reorder the accounting system according to a governmental account standard practices (GASP) including all governmental activities in the General Fund preserving only two additional governmental funds that were approved by the Board or required by the state statute - the Capital Improvement Fund and the Conservation Trust Fund. The board established the Sidewalk Replacement Fund, but since it is a fee, it should be incorporated as a revenue stream, not a separate fund. Many of the funds were set up for grants. Grants are not funds; they are revenue streams and should be accounted for that way. Three enterprise funds would remain: Sewer, Water Enterprise, and Trash Funds.

Two options for reordering the system were recommended. Either:

- I. Archive the accounting structure and start afresh with a properly structured accounting system. This is less expensive but does not allow the Town to run financial data analysis with past years' data.
- II. Restructure the entire accounting system. This will be somewhat more expensive but will allow the financial data analysis needed to obtain loans and bonds.

**Staff Recommendation:** Given that the Town is embarking on significant capital improvement work, I recommend the second alternative because funders will need the historical financial analysis.

**Benefit to Town:** This reordering follows GFOA (Government Finance Officers Association best practices and GASP (Government Accounting Standard Practices). It significantly cut down on audit costs and the extraordinary number of hours it took to download raw data and reorder it in Excel. Data in manipulated Excel spreadsheets were found to have errors.

2. **Budget has never been entered in Caselle.** The Town's budget documents do not follow GFOA best practices. According to the reviewer, 2023 is "massively long" and difficult to understand. I noticed this as well.

**Professional Management Systems Recommendation:** Restructure the 2023 budget so that it can be easily understood and is in a format that can be entered into the accounting system after Caselle is restructured.

**Staff Recommendation:** I will do this work under the instructions of Professional Management Systems.

**Benefit to Town:** This reordering follows GFOA (Government Finance Officers Association) best practices and GASP (Government Accounting Standard Practices). It will significantly cut down on audit costs and the extraordinary number of hours it took to download data and reorder in Excel. Data in manipulated Excel spreadsheets were found to have errors.

After this is accomplished, Board members, the Town Administrator, and Department Heads can access up-to-date and accurate financial information from Caselle as needed. Department Heads can manage their own budgets.

- 3. **Chart of accounts has been set up contrary to best practice:** Some line items have the same account numbers, and the accounts don't match the budget. This may be part of the reason Caselle is returning errors.

**Professional Management Systems Recommendation:** Align the chart of accounts so that it will serve Caselle and allow financial activity actions to work. This will save time and be accurate.

- 4. **The Town Administrator has not been able to access accurate information regarding the amount of reserves the Town has in each fund:** This is probably due to the "extreme"—the term used by Professional Management Systems—number of funds in the system. Aggregating governmental activities so one can determine what reserve monies are still available is impossible. Until the system is fixed, we have had to use the 2021 audit reserve amounts in our grant applications. After determining reserves from the 2022 closeout, we can update our grant applications.

- 5. **When the Professional Management Systems was in Caselle, it kept crashing.** There is a problem with the software stored on the Phonz server.

**Professional Management Systems Recommendation:** Hosting Caselle on a third-party server may not be the best option. Professional Management Systems recommends that Phonz, contact Caselle. The Town may want to consider switching to Caselle cloud hosting. In addition, the Town has no service contract with Caselle. The Town Clerk has contacted Caselle regarding a service contract.



This will allow staff to contact Caselle anytime for help with operations and problems.

- 6. **Caselle has free training available in Provo, Utah, through August:** I recommend we send two staff members to the training including Amanda who has the most knowledge of the Caselle system.
  
- 7. **The Town has purchased Caselle modules that aren't being used:** The Professional Management Systems recommended that we use Professional Management Systems to help them set up.
  
- 8. **Extraordinary number of bank accounts:** An extraordinary number of bank accounts have been created, some with abnormally low balances. The usual structure for a town this size is one or two checking accounts and one to three investment accounts. Bank accounts may have been used as accounting devices, although the reason for this large number is not known. Accounting software is the only accounting device that should be used.

**Professional Management Systems Recommendation:** This fall, consolidate the bank accounts so the Town can easily track its reserves and cash flow.

- 9. **Erosion of Proper Internal Controls:** I understand that internal controls were implemented after the embezzlement of Town funds eleven years ago. Most of those internal control functions properly done by other staff were reclaimed by the Finance Director. One crucial internal control remains the Finance Committee's invaluable involvement in reviewing disbursements and signing checks. I have been reestablishing internal controls, and staff is scheduled to be trained to properly execute those activities once the system is fixed.

**Staff recommendation:** The Board of Trustees should be familiar with internal control best practices for small communities and insist on staff preserving them. If there are problems, the problems should be addressed in a way that preserves internal controls.

- 10. **Audit:** Professional Management Systems advises that we are not ready for the auditor because of the problems they found. Lisa Herman, the auditor, has informed me that she is retiring this year and will no longer be available next year. She cannot change the April 16 appointment scheduled for information gathering, and we have to find another auditor. Professional Management System can produce the necessary financial reports for the auditor for this year after fixing the system. They know a retired auditor that can

perform the audit from those statements. In the meantime, I will prepare an RFP for auditing services for the Town.

11. **Meter reading is done manually**, and reads are entered manually. Professional Management Systems recommends we switch to radio reads immediately. They were very impressed with Amanda's skill set. They believed that if Amanda could free up countless hours now spent entering reads manually, she could take on other necessary bookkeeping activities.

All of this will be expensive to reconcile. I have discussed methods with the experts to keep costs to a minimum. DOLA has pledged grant support to provide the Town some relief for the costs.

I recommend we proceed post haste to address all these issues. The Board of Trustees and the staff need accurate, reliable and easy-to-understand financial information to skillfully manage public funds and ensure trust in the Town of Paonia's management of public monies. I have attached the agreement with Professional Management Systems for your approval. Overall, the Board of Trustees is ultimately responsible for the financial management of the Town. The work of staff should be accessible to the Board in a readily understandable and accurate format at all times. It is my goal to return the ability to manage Town finances to the Board of Trustees.

FW: the memo

Stefen Wynn <StefenW@townofpaonia.com>

Fri 7/19/2024 5:36 PM

To:Stefen Wynn <StefenW@townofpaonia.com>

Cc:Paonia <paonia@townofpaonia.com>

Mayor & Trustees –

Please see below for an email from Trustee Brunner. After reviewing both my June Town Administrator Report and the referenced memo, it was clear that I had left out names and even gender pronouns of the people involved. The memo also included no additional information on the application for rezoning, but instead discussed the events that occurred during the planning commission. I've also highlighted two sections below that are important to note in Trustee Brunner's email as one of them admits that a Planning Commissioner actively sought out information from Trustee Brunner, which is an admission that ex-parte communication had occurred. Additionally, I've highlighted another section that is particularly disturbing as they are slanderous. It is especially important to note that my staff reports only include information provided to the Town, contemplate existing code, and even call to question inconsistencies with the code.

Myself and staff have been attacked and retaliated against for the last few months and it has culminated in the last few emails that you've been forwarded. We've made great strides at professional management and administration to the Town, and these attacks from a Trustee have burdened progress towards completing critical projects for our Residents. We've built an incredible team of dedicated professionals, and I'm worried that continuing to meet resistance will cause them to leave.

In Public Service,



**Stefen Wynn, M.P.A.**  
*ICMA-CM*  
**Paonia Town Administrator  
& Treasurer**

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---

**From:** trustee Bill <bill@paoniatruster.com>  
**Sent:** Tuesday, July 16, 2024 10:50 AM  
**To:** Stefen Wynn <StefenW@townofpaonia.com>  
**Subject:** the memo

I sent this to Mayor Smith. I am sending it to you as "best practice" on the off chance she hasn't shared it with you yet. I had a copy in hand to discuss with you at our last meeting but time did not permit that discussion. Given subsequent events I see little point in personal confrontation but it is important that you know your accusations against myself and Ms. Watson are false.

I think you have overlooked a best practice. When making serious accusations it is best practice to make the complaint known to the person you are accusing. In the case of your "secret" memo to the BOT slandering Ms. Watson and myself your accusations are unfounded. I will tell you the extent of our discussion on the matter. She ask me if I was planning to speak at the BOT hearing on 215 N. Fork. My response was "no", and that we should not discuss the matter, that we should avoid any situation where she would have to reveal a potentially disqualifying ex parte contact.

Ms. Watson has been involved in town matters probably longer than myself. She is an avid researcher with good recall and takes her involvement with the town seriously. We discuss town matters frequently and often see things in similar light. She did not need ex parte contact with me to see obvious failings in your presentation.

Bill B.

Mayor Smith

In conversation prior to the election you asked for my help, I am giving you that help now. I suspect Mr. Wynn's memo is largely responsible for your refusal to allow the PC to perform it's lawful function. Even if Mr. Wynn's accusations were true that does not give you license to obstruct the work of the PC. Your obstruction is beyond the scope of your office.

**P.M.C. Sec. 2-2-20.** - *Mayor. (f) Except as may be required by statute, the Mayor shall exercise only such powers as the Trustees shall specifically confer upon him or her.*

The Planning Commission has functions granted by statute and ordinance. There is no statute or ordinance granting the Mayor authority to control the schedule or function of the Planning Commission.

As a courtesy to Ms. Watson I intend to hold my tongue in this meeting about Mr. Wynn's allegations and the apparent conspiracy to deny myself and the new Board member access to it. As you may imagine she is reluctant to be dragged through the mud, again, over false and slanderous accusations. She is preparing her response while working 10 hour days travel and over night stays for the post office. Despite her repeated requests and the existence of a pile of devices in Mr. Wynn's office, she lacks a device on which to do her official composing and email. Much to my frustration she will be unable to finish her remarks prior to this meeting.

Mr. Wynn's allegations are false and corrosive. His manner of making them is cowardly and unprofessional. Ms. Watson is faced with smirks and passive aggressive disrespect in every contact with town staff. We now understand why. The secrecy around this puts the lie to lip service about honesty, inclusion, team building and transparency. The essence of quasi judicial action is that decisions not be based in whole or part on factors revealed and kept in secret. The memo was a factor in Trustees' minds. In addition, it is unlawful to discuss the actions of a member of the public body in executive session. Mr. Wynn's secret accusations and Trustees' holding those secrets violate at least the spirit of the law.

I have witnessed four land use hearings involving Mr. Wynn. He has marred all four with false, misleading, and inaccurate information. This is the true source of the Town's exposure over land use decisions. Ms. Watson did not need or receive ex parte contact from me to see the failings in the materials Mr. Wynn provided. The essence of his "memo" is a hissy fit over justified criticism and the exposure of his professional failings.

Ms. Watson's welfare is of concern to me. The charges against her dissolve with the truth she did not have ex parte contact as Mr. Wynn accuses. His lack of professionalism is another matter. His ill conceived "memo" forces Board consideration of his failings. The best interest of Ms. Watson and the Town may be best served if these two issues are handled separately. I would suggest Mr. Wynn withdraw his accusations and the Board handle his lack of professionalism in executive session, as provided by law.

**Bill B**



## Town of Paonia

Office of the Town Administrator

214 Grand Ave.

Paonia, CO 81428

O: (970) 527-4101

F: (970) 527-4102

4/4/2024

Hon. Mayor & Trustees

**RE: April 3, 2024, Planning Commission Meeting**

Mayor & Trustees,

I believe that it is in the best interest of the Town that I share with you the events that happened during the Planning Commission yesterday evening. It became clear that there are Planning Commission members that do not know their role as commissioners. The things that were said during the meeting, and their actions outside of the Planning Commission, increase the Town's liability for lawsuits. Planning Commissioners may only contemplate the Code, and only act as an advisory commission to the Board of Trustees. The Commissioners are also charged with assuring that the Comprehensive Plan is implemented by reviewing development applications on a case-by-case basis.

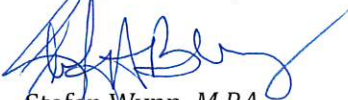
During the meeting last night, after being presented with a Staff Report on Rezoning, a Planning Commission member attempted to make inferences that were not discussed or presented as evidence during the Public Hearing. The arguments that were being made were similar, if not verbatim, to remarks that were spoken to me by an adjacent property owner that also had sold the property being discussed to the current owner that requested rezoning. The Chair of the Planning Commission had asked about ex-parte communication, and the Planning Commissioner that had made arguments against the rezoning was silent when it came to their turn for disclosure. That same Planning Commission member made a verbal denial during the next public hearing for a Special Review.

Just before the end of the meeting, I was praised for the detail of the staff reports submitted, but publicly admonished for the timeliness of the reports. However, as people attending the meeting were leaving, and before the adjournment of the meeting, I made certain defenses as to the timeliness of the staff reports. By the Town's Code, §16-4-40 – Procedures for securing approval of special review application, I submitted the Staff Report and Recommendations at the Planning Commission's next regularly scheduled meeting. After the Chairman had adjourned the meeting, the Planning Commission member that failed to disclose ex-parte communications made sure to tell me that I could be, "proactive, and give the staff report ahead of meetings."

I explained to the Planning Commission member that I too have experience serving as a commissioner on both Town and County Planning Commissions. I explained that during my tenure, especially during quasi-judicial hearings, we were given staff reports on the day of the Public Hearings and they were entered as evidence for the hearing. It is a Planning Commissioner's duty to know the Comprehensive Plan, to know the Land Development Code, and to make their own inferences based on the information ahead of the public hearing so that they can be discussed during the hearing. This is especially relevant since the Planning Commission agenda and packets were available for a month prior to the public hearing.

Having experienced times in my career where information like this wasn't documented, and that resulted in personally being blamed for the failures of another, I find it compelling to submit this letter to you for consideration. Further, I think that it is absolutely necessary that Planning Commission members receive adequate training on their duties, responsibilities, and authority. Setting clear expectations for Planning Commissioners will assist in reducing the Town's liability for lawsuits regarding property rights.

In Public Service,



Stefen Wynn, *M.P.A.*  
*ICMA-CM*

***Paonia Town Administrator & Treasurer***

E: [StefenW@TownofPaonia.com](mailto:StefenW@TownofPaonia.com)

**Here is an email expressing concerns that Mr. Wynn refused to forward to the auditor. I contacted the auditor myself. Bill Brunner**

**From:** trustee Bill [bill@paoniatruster.com](mailto:bill@paoniatruster.com)  
**Sent:** Friday, June 28, 2024 7:45 AM  
**To:** Stefen Wynn [StefenW@townofpaonia.com](mailto:StefenW@townofpaonia.com)  
**Subject:** Re: FW: Audit Status

Mr. Wynn

Thank you for the prompt reply and thank you for forwarding to the board. As you know, COML limits our ability to communicate. It is ironic that the law allows us to circumvent the intent by bouncing our communication through you, but the law is what it is. Please feel free to forward this as well.

Referring to Ms. Klusmire's report in the April 11, 2023 meeting packet.

*...the Town's broken accounting system...The following deficiencies have been found...Improper creation of Funds...many more than...you may have seen. Most of these funds were not approved by the Board as is required by state statute. ...accurate financial reports cannot be produced...accurate trial balances cannot be run...Accounts payable are out of balance... <the official accounting system> cannot be used to do... cash allocations ...March 2023 shows a \$21,000 error....Recommendation...preserving only ... governmental funds that were approved by the Board....Town's budget documents do not follow GFOA best practices.... Chart of accounts has been set up contrary to best practice....The Town Administrator has not been able to access accurate information regarding the amount of reserves the Town has....Extraordinary number of bank accounts...Erosion of Proper Internal Controls...internal control functions...were reclaimed by the Finance Director.*

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It seems listing the Clock plant at actual value would reduce the position of the Town by a significant amount. This is unfortunate, but without evidence it has been more useful to the Town than on old brick and with no appropriation or plan to make something useful out of it, isn't that just the way it goes?

Accounting wizardry may prove me wrong but please ask the auditor to address this directly.

Please copy me on your communication with the auditor on these questions or send me the contact information and I will be happy to contact them myself.

Thank you

Bill Brunner




## planning commission meeting agenda

trustee Bill <bill@paoniatruster.com>

Fri 6/28/2024 3:11 PM

To:Stefen Wynn <StefenW@townofpaonia.com>;Samira V <SamiraV@townofpaonia.com>

 1 attachments (36 KB)

June 30 email agenda.pdf;

Hello

Please post this agenda is posted as required by the COML and email it to the commissioners. The meeting has been called by a quorum of the commission. As the agenda is rather simple, the commission can take the minutes, alleviating Rubin of the need to attend.

Thanks

Bill B.

## Fw: planning commission meeting agenda

Paige S <paiges@townofpaonia.com>

Thu 8/8/2024 7:48 PM

To: Samira V <SamiraV@townofpaonia.com>

 1 attachments (36 KB)

June 30 email agenda.pdf;

**From:** trustee Bill <bill@paoniatruster.com>

**Sent:** Friday, June 28, 2024 5:08 PM

**To:** Paige S <paiges@townofpaonia.com>; Pete McCarthy <petefromsf@gmail.com>; Plan Commission 2 <plancommission2@townofpaonia.com>; bill@paoniatruster.com <bill@paoniatruster.com>

**Subject:** planning commission meeting agenda

A meeting has been called by a quorum of the commission. I hope you can attend.

Thanks

Bill B.

TOWN OF PAONIA  
NOTICE OF SPECIAL MEETING of the PAONIA PLANNING COMMISSION  
June 30, 2024 6:00 pm in front of Paonia Town Hall

AGENDA:

- Roll call
- Approval of agenda
- Assignment of duty to take minutes
- Public Comment
- Create questions relative to the Planning Commission and Colorado State  
Statutes in advance of upcoming training with the Town Attorney
- Meeting and agenda suggestions and scheduling
- Commissioner reports and comments
- Adjournment

RESOLUTION 2024-05  
TOWN OF PAONIA, COLORADO

A RESOLUTION OF THE TOWN OF PAONIA REGARDING THE  
APPOINTMENT OF OFFICERS

WHEREAS, CRS 31-4-304 provides that, after each regular election, the Board of Trustees shall appoint a Clerk, Treasurer, and Town Attorney; and

WHEREAS, the Paonia Municipal Code chapter 2, Article 3 Section 2-3-10 requires the appointment of officers by a vote of the Board of Trustees; and

WHEREAS, the Board of Trustees of the Town of Paonia, Colorado, is required to appoint officers to carry on the Business of the Town.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Paonia, Colorado, that the following persons are appointed.

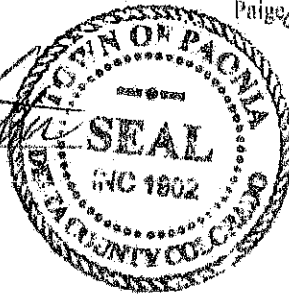
- Town Administrator/ Treasurer – Stefan Wynn
- Town Clerk – Samira Vetter
- Municipal Court Judge – Julie Huffman
- Town Attorney – Kelly PC

APPROVED AND ADOPTED: April 23, 2024.

*Paige Smith*  
Paige Smith, Mayor

ATTEST:

*Samira M Vetter*  
Samira M. Vetter, Town Clerk



Approved as to form and contents:

*Melinda Culley*  
Melinda Culley, Town Attorney

Clerk Vetter explains the options that the Board has to fill the vacant seat created by Trustee Smith becoming Mayor.

Public Comment:

C. Patterson: speaks in favor of the Resolution

Trustee Swartz comments that she did talk to Linda McCone and she is not willing to take the vacant seat.

Trustee Brunner makes a motion, seconded by Trustee Stelter to accept Resolution 2024-04 Declaring a Vacancy on the Board of Trustees.

The motion carries unanimously.

Agenda Item 4: Board Appointment of Mayor Pro-Tem

Public Comment:

C. Patterson: suggests Trustee Brunner for Mayor Pro-Tem.

M. Bachran: suggests a person who has been on the Board the longest.

*Board Discussion:*

Trustee Stelter makes a motion, seconded by Trustee Czech, to appoint John Valentine Mayor Pro-Tem.

The motion carries unanimously.

Consideration of Approval of Resolution 2024-05: Appointment of Officers

Board discussion includes delaying decision to another meeting, finding an outside Treasurer, staff qualifications and personnel matters.

Trustee Stelter makes a motion, seconded by Mayor Pro-Tem Valentine, to approve Resolution 2024-05 Appointment of Officers

Voting Aye: Mayor Pro-Tem Valentine, Trustee Swartz, Trustee Czech, Trustee Stelter

Voting Nay: Trustee Brunner

Consideration of Approval of Resolution 2024-06: Authorized Signatories on Accounts  
Trustee Swartz makes a motion, seconded by Trustee Stelter, to approve Resolution 2024-06 Authorized Signatories on Accounts.

The motion carries unanimously.

Appointing the Mayor and one other Board Member as well as two in-town Community Members to the Planning Commission

Trustee Swartz makes a motion, seconded by Trustee Stelter to lay this agenda item on the table until after the Board Appointments to Committees item.

The motion carries unanimously.

Board Appointments to Committees and Local Government Designee to the Energy & Carbon Management Commission.

Trustee Swartz volunteers to be on the finance committee and Mayor Smith also volunteers to stay on the finance committee.



**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Agenda Item #3: Consideration of Approval of Contract with Professional Management Solutions
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator
<b>DATE:</b>	8.13.2024
<b>BACKGROUND:</b>	<p>The current agreement with Professional Management Services was approved by the Board during a meeting on April 11, 2023. Motion made by Trustee Smith and seconded by Trustee Weber and unanimously passed. The existing agreement included the following assistance billed at \$135.00/hour: Work with Caselle Accounting software for setup and training; Work with Town Staff to resolve operating/training/usage issues; Perform bank reconciliations and make journal entries; Prepare monthly financial transactions or reconciliations; Review and/or prepare monthly and/or quarterly financial statements; Consult on issues or tasks with taxes, banking, payroll, grants, intergovernmental revenues, inter-fund transactions, or unusual financial items; Train employees; advise or consult on current or long-range issues.</p> <p>The updated agreement includes: performing monthly accounting tasks including bank reconciliations; prepare monthly financial statements including balance sheet and statement of revenues &amp; expenditures; assist and advise on issues with accounting; assist with preparation of annual financial audit by the Town's independent auditor; evaluate, recommend and assist with implementing any needed internal financial controls and separation of duties.</p>
<b>BUDGET:</b>	<p>\$2,400/month up to 20 hours/month any hours in excess of 20 hours is \$155.00/hour.</p> <p>FY-2023, spent \$75,265 for services from 04/23 - 12/23. FY-2024 spent \$22,916.25 to date.</p>
<b>RECOMMENDATION:</b>	<p>Staff finds that the services provided by Professional Management Solutions have been invaluable in preparation for annual audits, and while completing necessary bank reconciliations.</p> <p>RECOMMENDED MOTION:</p> <p>I move to approve the agreement with Professional Management Solutions</p>
<b>ATTACHMENT:</b>	<p>Attachment A: 2024 Paonia Proposal for Financial Services--ProMgmt.pdf</p> <p>Attachment B: 2024 Professional Management Solutions Contract.pdf</p>

# Professional Management Solutions

P.O. Box 1848, Broomfield, CO 80038-1848  
(303) 910-9197

[www.professionalmanagementsolutions.net](http://www.professionalmanagementsolutions.net)

June 14, 2024

Mr Stefen Wynn, Town Administrator  
Town of Paonia  
214 Grand Ave.  
Paonia, CO 81428

VIA ELECTRONIC MAIL

Dear Ms. Wynn:

As we discussed early last week, I'm proposing to **convert our contractual relationship with the Town of Paonia to our standard contract for on-going financial services**. As you know, our current contract was developed in 2023 prior to your employment with the Town, when the Town had several disparate financial services needs that would require an unknown number of monthly hours. Under that contract, the Town is billed \$135 per hour (discounted from our standard rate of \$155 per hour).

Now that the various initial projects are complete, **a draft of our standard contract is proposed as attached. It would provide on-going financial services for \$2,400 per month for up to 20 hours per month**, which is our estimate of the current level of monthly accounting and financial services required for most months of the year. In those months where additional hours are needed, such as for annual audit preparations or special projects, they will be billed at our standard rate.

I appreciate your continued interest in my firm's services. Please let me know if you desire any additional information.

Sincerely,

*Lorraine H. Trotter*

Lorraine H. Trotter  
President

Attachment

# Professional Management Solutions

P.O. Box 1848, Broomfield, CO 80038-1848  
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I appreciate your continued interest in my firm's services. Please let me know if you desire any additional information.

Sincerely,

*Lorraine H. Trotter*

Lorraine H. Trotter  
President

Attachment





CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT FOR PROFESSIONAL SERVICES ("Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Town of Paonia, Colorado (hereinafter known as "Client" or Town) and Professional Management Systems, d.b.a. Professional Management Solutions, a Colorado S Corporation (hereinafter known as "Contractor").

WHEREAS, Client wishes to obtain the services of Contractor to provide professional financial services; and

WHEREAS, Contractor agrees to provide such services to Client; and

WHEREAS, Client and Contractor agree to set forth the terms and conditions of this relationship;

NOW, THEREFORE, based upon the terms, covenants and considerations set forth herein, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. SCOPE OF SERVICES

Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference. Contractor represents that it has the special expertise, qualifications and background necessary to complete the services. Contractor shall exercise its performance of the Services hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

II. COMPENSATION

Services will be performed at the rate of \$2,400.00 per month for up to 20 hours per month. Hours in excess of 20 per month will be billed at 155.00 per hour. Contractor shall submit monthly invoices for payment to Client after the end of each month of services provided. Town shall pay all invoices within 30 days of invoice date.

III. TERM OF CONTRACT

This Contract shall begin on or about \_\_\_\_\_, 2024 and continue from month to month at the direction of Client, however, Client and Contractor acknowledge that neither Client's nor Contractor's resources are exclusively dedicated to performance of this Contract. Each will work with reasonable diligence to accomplish tasks from the Scope of Work, which will be prioritized and staged for completion based on Client's and Contractor's staff availability. Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct

or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

IV. TERMINATION

This Contract may be terminated upon ten (10) days written notice by either party or by mutual written consent. Upon termination of this Contract, Contractor shall provide Client with all work performed under the Contract to date. Client shall compensate Contractor for all work performed prior to the date of termination at the rates set forth in Section II.

V. OWNERSHIP

All documents produced by Contractor under this Contract are and shall remain the property of Town. Contractor shall provide Client with all such documents prepared by Contractor under this Contract, and Client shall be entitled to continuous use of such documents.

VI. ADDITIONAL PROVISIONS

- A. Contractor shall be responsible for providing the highest professional quality workmanship and advice, technical accuracy, and timely completion of tasks. Contractor shall indemnify and hold Client harmless in accordance with Colorado law from all damages to Client or claimed by third parties against Client arising directly, or the portion arising indirectly, from Contractor's negligent performance of any of the services furnished under this Contract. Client shall indemnify and hold Contractor harmless, to the extent permitted by Colorado law, from all damages to Contractor or claimed by third parties against Contractor arising directly, or the portion arising indirectly, from Client's negligence or arising from duties performed by Contractor with due diligence on Client's behalf. The parties understand and agree that the Client is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Client, its officers, or its employees.
  
- B. If at any time a conflict of interest between the services provided under this Contract and professional services provided by Contractor to other persons or entities arises, Contractor shall immediately provide Client with written notification thereof and shall withdraw from the conflict at Client's discretion.

- C. The parties intend that the work performed under this Contract may be performed at Client's offices or Contractor's offices at Contractor's discretion and as practical with regard to documents and systems necessary to be accessed by Contractor in order to complete the scope of services. Client agrees to arrange secure remote computer access to Client's Caselle accounting system for Contractor's staff assigned to the project. Contractor agrees to cooperate fully with protocols established by Client for security of Client's files, documents, and computer system access.
- D. Services provided by Contractor under this Contract are those of an independent contractor and not those of an agent, representative, officer, or employee of Client.
- E. The parties to this Contract agree that each shall treat as confidential all information provided by a party to the others regarding such party's business and operations, including without limitation the investment activities or holdings of the Town's accounting system. All confidential information provided by a party hereto shall be used by any other parties hereto solely for the purposes of rendering services pursuant to this Contract and shall not be disclosed to any third party without the prior consent of such providing party. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available other than in contravention of this subsection, or which is required to be disclosed by any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

**INSURANCE**

Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to the Contract, including:

- A. Commercial General Liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) general aggregate.
- B. Professional Liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and one million dollars (\$1,000,000) general aggregate.
- C. Workers' Compensation insurance as required by law.

VII. MISCELLANEOUS

- A. This Contract shall be governed by the laws of the State of Colorado and any legal action concerning the provisions hereof shall be brought in the County of Delta, Colorado.
- B. There are no intended third-party beneficiaries to the Contract.
- C. Any notice under this Contract shall be made in writing by U.S. mail or electronic mail to the addresses set forth below.
- D. If any provision of this Contract is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- E. Neither this Contract nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other. Any assignment in violation of this subsection shall be voidable by the non-assigning party.

IN WITNESS WHEREOF, the parties have executed this Contract on the date first set forth above.

PROFESSIONAL MANAGEMENT SOLUTIONS  
 P.O. Box 1848  
 Broomfield, CO 80038-1848  
[lhtrotter@professionalmanagementsolutions.com](mailto:lhtrotter@professionalmanagementsolutions.com)

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

TOWN OF PAONIA  
 PO Box 460  
 214 Grand Avenue  
 Paonia, CO 81428  
 Phone: 970-527-4101  
[StefenW@TownofPaonia.com](mailto:StefenW@TownofPaonia.com)

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

Attest: \_\_\_\_\_

Exhibit A

Services

Services to be provided under this contract would include the following types of financial services as identified and requested by the Town:

1. Perform **monthly accounting tasks** as assigned, including bank reconciliations, preparation of journal entries, and reconciliation of various liability accounts **to balance and close each month**.
2. **Prepare monthly financial statements** including *Balance Sheet* and *Statement of Revenues & Expenditures Compared to Budget* for each fund.
3. Assist with, advise on, or handle **issues, problems, or tasks associated with accounting, bookkeeping, banking, accounts payable, cash receipting, payroll, utility billing, grants, intergovernmental revenues, interfund transactions, or unusual financial items**, as requested.
4. Assist with **preparation for annual financial audit** by the Town's independent auditor, such as overseeing and/or preparing account reconciliation schedules for all major asset and liability accounts as requested by auditors; preparing/updating capital asset and depreciation schedules; preparing year-end journal entries; reviewing draft financial statements prepared by auditor; preparing/reviewing Management's Discussion & Analysis of financial statements and financial condition, and/or reviewing/presenting audited financial statements at Town Board meeting.
5. Evaluate, recommend, and assist with implementing any **needed internal financial controls** and separation of duties.

Please note that assistance with issuance of debt would not fall under this contract and would be billed separately as a Cost of Issuance.

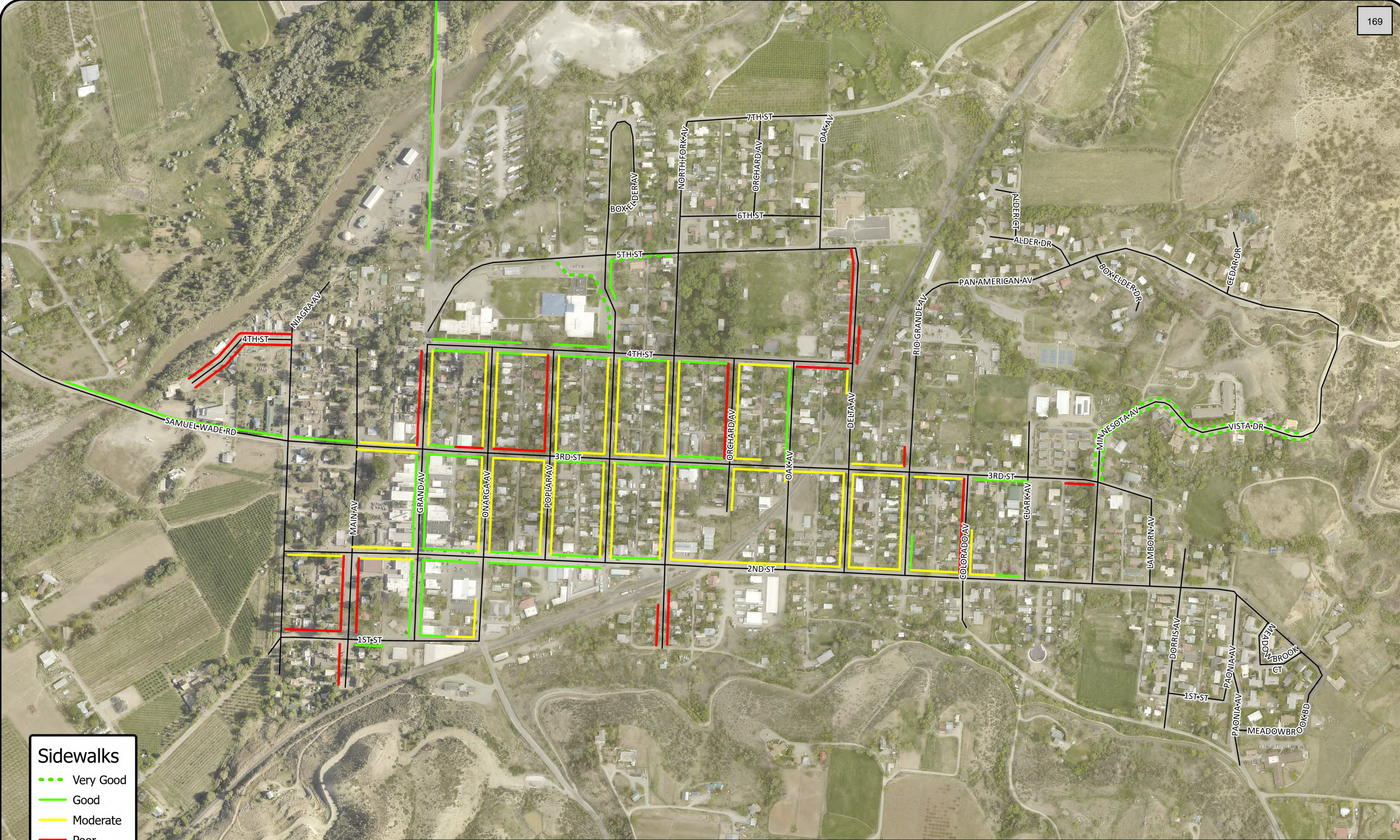




**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Agenda Item #4: Sidewalk Fee Ballot Discussion & Decision
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator & Cory Heiniger, Public Works Director
<b>DATE:</b>	8.13.2024
<b>BACKGROUND:</b>	<p>The Town has receipted a Year-to-Date amount of: \$17,655.39 into the Sidewalk Revenue account, and has fore-casted to receive an amount of \$30,000 for the year. The draft of the FY-2023 Audit shows an Unassigned Fund Balance in the Sidewalk Fund of: \$93,344. There is an estimated \$110,999.39 available in the Sidewalk fund as of 7/31/2024. This fund will have expenditures for the 5th and Grand Realignment project scheduled for next year to repair, and replace sidewalks for the project to create a safer route to Paonia K-8 and to the River Park.</p> <p>The FY-2020 Audit detailed an itemization of sidewalks repaired in 2020 and are as follows:</p> <p>Box Elder Avenue = 1640 sq ft 4" sidewalk + 40 l.ft curb and gutter + 2 handicap ramps = \$18,342.  Box Elder Avenue = 1370 sq ft 4" sidewalk = \$12,398.50  4 th Street &amp; Box Elder = 170 sq ft 4" sidewalk = \$1,538.  4 th Street &amp; Onarga = 530 sq ft 4" sidewalk = \$4,796.  3 rd Street &amp; Onarga = 750 sq ft 4" sidewalk = \$6,787</p> <p>Staff believe that this fund could be more effective by allowing for the construction of new sidewalks in addition to repair and replacement of old sidewalks. An attachment showing current sidewalk conditions will help to guide which sidewalks repairs to prioritize. The Town should also consider a 50/50 sidewalk split program for property owners that want to move their sidewalks higher within the priority list.</p>
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	
<b>ATTACHMENT:</b>	Attachment A: TOP - SidewalkConditionAssessment-240628.pdf





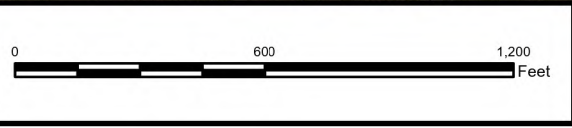
**Sidewalks**

- Very Good
- Good
- Moderate
- Poor
- Roadways

**SGM**  
 118 W. Sixth St., Suite 200  
 Glenwood Springs, CO 81601  
 970.945.1004  
 www.sgm-inc.com

**Town of Paonia**  
 Sidewalk Condition Report

Date:	6/28/2024	Job No.:	2013-471.001	Map by:	SGM
Coordinate System:	NAD_1983 StatePlane_Colorado_Central_FIPS_0502_Ft_US		Projection:	Lambert Conformal Conic	
Data Sources:	SGM, Delta County, ESRI		Page:	1 of 1	
File:	J:\Projects_Replica\2013\2013-471_Town of Paonia\H-Dwgs\GIS\MXD\PaoniaSidewalkInventoryRating.aprx				
The information displayed above is intended for general planning purposes. Refer to legal documentation/data sources for descriptions/locations.					





**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Agenda Item #5: Consideration of Confirming the Reappointment of Town Administrator and Town Clerk to the 2024-2025 CML Public Policy Committee
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator & Samira Vetter, Town Clerk
<b>DATE:</b>	<b>8.13.2024</b>
<b>BACKGROUND:</b>	<p>Last year, the Board of Trustees appointed Stefen Wynn as the member and Samira Vetter as the Alternate to the CML Public Policy Committee. Throughout the year, the Town Administrator produced updates about the activity on the committee within his Town Administrator Monthly Reports.</p> <p>Should the Town wish to continue to be included and represented on the CML Policy Committee, representatives need to be appointed.</p>
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	<p><b>RECOMMENDED MOTION:</b></p> <p>I Move to Reappoint Stefen Wynn and Samira Vetter as Member and Alternate, Respectively to the CML Public Policy Committee.</p>
<b>ATTACHMENT:</b>	



**TOWN OF PAONIA  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Agenda Item #6: Review of DRAFT Procurement/Purchasing Policy
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator/Treasurer
<b>DATE:</b>	8.13.2024
<b>BACKGROUND:</b>	<p>The Town Administrator spent considerable time drafting this policy using existing Town documents, and utilizing best practices from the GFOA including reviewing manuals from other Colorado Communities. A formal procurement/purchasing policy is necessary for good governance and the existing document for the Town is from 2017 and outdated. The comprehensive manual provided as a draft is meant to give guidance and direction to Town staff on acceptable purchasing procedures. Upon adoption of the manual it will immediately be in effect, and a three-way match purchase authorization will also be implemented: 1.) Purchase Order; 2.) Invoice; 3.) Goods Receipt or Deliverable received, must all match PRIOR to invoice approval and payment.</p> <p>The document is currently being reviewed internally by staff and comments are already being received. Any edits or comments on the draft policy must be to the Town Administrator by 8/21/2024 by 4PM in order to be included in the final document for consideration by the Board of Trustees on 8/27/2024.</p>
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	
<b>ATTACHMENT:</b>	<p>Attachment A: DRAFT 2024-12 Resolution Adopting Procurement and Purchasing Policy</p> <p>Attachment B: DRAFT Purchasing Policy Manual</p>

**TOWN OF PAONIA, COLORADO  
RESOLUTION NO. 2024-\_\_\_\_**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, ADOPTING A PURCHASING POLICY AND MANUAL**

**WHEREAS**, the Town of Paonia (the “Town”) is a statutory town in Delta County, Colorado;

**WHEREAS**, the Board of Trustees for the Town of Paonia determined that it is necessary to create a comprehensive purchasing policy and procurement manual.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, COUNTY OF DELTA, STATE OF COLORADO:**

The following Purchasing Manual attached is declared the appropriate Purchasing and Procurement Policy for the Town.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by the Board of Trustees, Town of Paonia.

**TOWN OF PAONIA, COLORADO**

\_\_\_\_\_  
Paige Smith, Mayor

ATTEST:

\_\_\_\_\_  
Samira M. Vetter, Town Clerk

Approved as to form and contents:

\_\_\_\_\_  
Clayton Buchner, Town Attorney



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# Town of Paonia

## Purchasing Policy Manual

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## INTRODUCTION

The purpose of this Purchasing Policy Manual (Manual), approved by the Town Administrator and the Board of Trustees, is to describe the acceptable conduct of purchasing activity for the Town of Paonia, Colorado following the guidelines outlined in the Colorado Revised Statutes (CRS). If there is a conflict with this Manual, the CRS are the superseding rules. The failure of a Town employee to comply with this Manual may result in disciplinary action.

The Administration Department, which includes Finance and the Town Administrator's Office, is generally responsible for providing direction and guidance in all phases of material utilization, e.g. acquisition, storage, distribution, re-utilization, and disposal. Administration, with the assistance of individual Department Heads, also provides direction and guidance to departments on all matters relating to pre-requisition investigation of possible supply sources and alternative product examinations. The Manual instructs the Town of Paonia with how Administration, with the assistance of individual Department Heads, facilitates specification preparation, inspection and receiving practices, quality control, order follow-up, materials expediting, and the enforcement of the terms and conditions of purchase orders issued by the Town.

Further, this Manual is meant to ensure that a standard of integrity is met when purchasing goods and services on behalf of the Town. The Manual also provides for fair and equitable treatment by the Town of all persons involved in public procurement and maximizes the purchasing value of public funds. Finally, this Manual is meant to provide safeguards for maintaining a procurement system of quality and integrity, and foster effective, broad-based competition within the free enterprise system.

In Public Service,

Stefen Wynn *M.P.A.*

*ICMA-CM*

*Paonia Town Administrator/Treasurer*



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## **1.0 ETHICAL STANDARDS FOR PURCHASING ACTIVITIES**

### **1.1 Policy Statement**

It is the policy of the Town of Paonia to promote government integrity and guard against the appearance of impropriety by prescribing the following essential standards of ethical conduct.

- (a) Town Employees shall discharge their duties impartially to assure fair, competitive access to governmental procurement by responsible contractors and to foster public confidence in the integrity of the Town's procurement system and processes.
- (b) Town Employees shall not solicit, demand, accept, or agree to accept a gratuity, an offer of employment, or any other benefit in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard, solicitation, or contract.
- (c) Town Employees shall not participate directly or indirectly in procurement when an employee knows that:
  - (1) The Employee or any member of the employee's immediate family has a personal financial interest pertaining to the procurement.
  - (2) A business or organization in which the employee, or any member of the employee's immediate family has a personal financial interest pertaining to the procurement.
  - (3) Any other person, business, or organization with which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning employment is involved in procurement.
- (d) Town employees who fail to comply with this policy may be subject to disciplinary action and criminal prosecution.

### **1.2 Discovery of an Actual or Potential Conflict of Interest**

Upon discovery of an actual or potential conflict of interest, an employee shall promptly withdraw from further participation in the transaction involved and notify their Department Head, and/or Town Administrator. The Town Administrator will consult with the Town Attorney for an opinion whenever there is a question of an appearance of conflict.

### **1.3 Supplier Ethics**

- (a) It shall be a breach of ethical standards for any person to offer, give, or agree to give any Town employee a gratuity, an offer of employment, or any other benefit in

connection with any decision, approval, disapproval, recommendation, specification, standard, solicitation, or contract.

- (b) It shall be a breach of ethical standards for any person, or firm to present false documents, or falsely represent its firm.
- (c) Suppliers shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Town's best interests. This obligation shall apply to suppliers' employees, agents, subcontractors, and third parties associated with accomplishing the work for the Town.
- (d) A breach of Manual Section 1.3 (a) or (b) may result in debarment for consideration of awards.
- (e) Personal purchases shall not be made by or for Town employees through the Town's procurement system or Purchasing Card program unless such purchases have been authorized as a special program available to all Town employees, or programs such as a duty firearm buy-back program, specifically for the employees of the Police Department.

#### **1.4 Unlawful Purchases**

If any office, department, or employee, other than employees specifically authorized to make purchases for their Department, contracts for any supplies, materials, equipment, or contractual services contrary to the purchasing policies as described in this Manual and provided in CRS, such purchase or contract shall be void and of no effect, and the cost shall not constitute a legal charge against the Town.

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## **2.0 PURCHASING AUTHORITY**

It is the Town's intent to reduce the total costs associated with the acquisition and management of commodities and services by purchasing competitively and wisely.

The Town Administrator/Treasurer and each Department Head are designated as the Town's Purchasing Agents, with respect to the limits and thresholds as may be established, set, and modified by the Board of Trustees.

### **2.1 Scope**

Administration, the Town Clerk, and Department Heads shall:

- (a) Review all purchasing activity for compliance with the Purchasing Manual and associated Purchasing Policies.
- (b) Assist departments in the development of solicitation documents, manage the formal, public solicitation process, receive, and distribute responses received to solicitation to appropriate Department Heads.
- (c) Assists departments with external requests for information in accordance with the Colorado Open Records Act (CORA).

- (d) With the Town Attorney's office, manage contract development, negotiations, execution, approval, and archive processes as assigned.
- (e) Assist with the sale, auction, or disposal of all property determined to be surplus to the Town's needs in accordance with CRS.
- (f) Review and approve Sole Source Justification (SSJ) and Request to Proceed (RTP) requests within parameters of assigned authority.
- (g) Initiate and manage centralized procurement activity for goods and services consistent with the strategic procurement goals of the Town.

## **2.2 Objectives**

- (a) To provide increased economy in the Town's procurement activities and to maximize, to the fullest extent practicable, the value of public funds expended for purchased materials, or services.
- (b) To provide safeguards that ensure the maintenance of a procurement system of high quality and integrity.
- (c) To ensure the fair and equitable treatment of all persons and businesses that deal with the Town for purchasing, or procurement.
- (d) To buy the right material of an appropriate quality and in the correct quantity at the right time from the proper source.
- (e) To reduce the overhead cost of purchasing by using an efficient workflow that reduces the volume of individual orders and minimizes paperwork.
- (f) To seek values that provide the best combination of price, quality, and service.
- (g) To reduce costs by consolidating departmental requests and making volume purchases.
- (h) To promote a system of procurement standardization throughout the Town whenever appropriate and practical.

## **2.3 Competitive Purchasing – Generally**

- (a) The Town is committed to a program of purchasing competitively and wisely. Departments are forbidden to artificially divide purchase requisitions to circumvent any competitive bidding requirement. In addition, no department or employee shall draft or cause to be drafted any specifications in such a manner as to limit the bidding directly or indirectly to any one specific concern, or any specific brand, product, thing, or service. Certain items are approved as exempt from competitive bidding requirements or are approved as sole source purchases as provided for under Manual Section 2.4 – Exceptions, and Section 3.5 – Sole

Source Requests. Administration's objective is to obtain competition from responsible suppliers, and to ensure that the materials purchased through competition are property suited to the job that they are intended, both as to price and quality.

- (b) Administration is authorized to make purchases from other public agencies without seeking competitive bids and may use Cooperative Purchasing Programs and other recognized types of agreements used by governments to combine agency requirements for purchases. However, the prices paid must be competitive with comparable products offered in the marketplace.
- (c) Except as otherwise provided by law, the Town may reject all bids received during a response to a solicitation if it is determined that the price, terms, or surrounding circumstances of the bids received are such that award of a contract based on that solicitation would not be in the Town's best interests.

## **2.4 Exceptions to the Competitive Process**

The Administration Department maintains a list of goods and services where competitive bids are not required, and issuance of a purchase order is not mandated.

Except as otherwise directed by law, or by the Board of Trustees, competitive bidding is not required for the following purchases:

- Any good/service or combination of goods and services under \$1,000.
- Any good/service purchased with a Purchase Card under \$1,500.
- Any good/service made during the normal course of a contract or agreement that has already been through a competitive bidding process.
- Advertising (employment, bid advertisements, public notices, etc.)
- Benefit Payments – Human resources (medical/dental/life/LTD Insurance, etc.)
- Books, periodicals, and similar items.
- Town & County shared services (operating expenses only)
- Classes, Training, and Similar events.
- Conference/Seminar Registration Fees.
- Copying/Duplication Services.
- Debt Payments.
- Emergency Purchases.
- Emergency Medical Expenses.
- Employee Reimbursements.
- Fees – Bank, Filing, Tax, Title, License, Vehicle Registrations, etc.
- Grant pass-through payments (one-time only and contract not required).
- Insurance Premium Payments.
- Intra-agency payments.
- Lodging.
- Meals and Refreshments.
- Membership Dues/Fees.
- Postage.

- Rebates/Refunds.
- Shipping.
- Sponsorships (approved as part of the fiscal budgeting process).
- Subscriptions (newspaper, magazine, electronic, online).
- Temporary Agency Services and Contracted Employees.
- Travel (airfare, train tickets, rideshare, etc.).
- Utility Payments (telephone, internet, gas, water, electric).

## 2.5 Procurement Thresholds

Supplier selection shall be based on a competitive process whenever feasible and when in the Town's best interests.

A verbal or written solicitation shall be made as follows:

### (1) Commodity Purchases/Contracts to \$999

Departments are authorized to make purchases up to \$999 without a requirement for a purchase requisition or purchase order. Use of a Purchasing Card or Credit Card is encouraged for purchases at this level. Departments are encouraged to obtain competitive pricing and "shop around", but competitive bidding is not required.

Issuance of a purchase order for purchases \$999 and below is not mandatory. Payment via a Purchasing Card or Credit Card, or direct invoice entry is acceptable.

### (2) Commodity Purchases/Contracts \$1,000 to \$5,000

Departments are authorized to solicit suppliers at this level. Comparison shopping is strongly encouraged. Formal purchase orders must be issued for purchases of goods and services between \$1,000 and \$5,000. Departments must attach to the electronic requisition at least three (3) documented quotes attached to the requisition that contains the scope of work or item(s) to be purchased. One (1) "no bid" from a qualified vendor can be used to satisfy (1) of the three (3) required bids. Documentation of quotes must be attached to the electronic requisition to verify compliance.

### (3) Commodity Purchases/Contracts \$5,001 to \$9,999

(a) Departments are authorized to solicit suppliers at this level with prior approval from the Town Administrator/Treasurer. A minimum of three (3) written quotations are required for the commodity or service. One (1) "no bid" from a qualified vendor can be used to satisfy (1) of the three (3) required bids. Documentation of quotes must be attached to the electronic requisition to verify compliance.

#### (b) Informal Bidding Process Required.

- a. Written quotes are required as referenced above.
- b. The Town Administrator/Treasurer may waive written quotation requirements if it is determined that it is not practical or advantageous to the interest of the Town. Such a determination shall be made in writing with justification from the Town Administrator/Treasurer. Proposals in this range

must be submitted to the Town Board for approval before the purchase can be made.

c. Steps to Complete an Informal Bid:

- i. Develop Specifications. Upon finalization of the specifications, prepare any documents required by the informal bid.
- ii. Disseminate specifications to relevant vendors, including dissemination by email, mail or other method as appropriate.
- iii. Evaluate the bid results and determine which bid serves the Town's best interests.
- iv. Prepare a Purchase Order and obtain required approval for the level of purchasing.

(4) Commodity, Service, & Construction Purchases/Contracts \$10,000 and Greater

Purchases of goods and services \$10,000 and greater require a formal, public bid process. The project manager or designated staff member must work with the Finance Department to develop the appropriate formal solicitation document. Once the solicitation document is finalized, the solicitation will be posted on a website used by the Town for procurement purposes for an agreed upon timeframe, which is typically no less than thirty (30) days. The use of electronic vendor submissions is strongly encouraged.

(5) Consulting Services

Any purchase of consulting services may require a formal contract to be completed and signed by the Mayor, the Town Administrator, the Town Attorney, and the Town Clerk.

## **2.6 Emergency Purchasing**

Emergency purchase orders may be issued when unforeseen circumstances require an immediate purchase to avoid a substantial hazard to life, health, and welfare of the Residents of Paonia; or there is an imminent threat to property or threat of serious interruption to the operation of a Town Department, or the necessary repair of Town equipment or heavy equipment required for the operation of a Town Department.

If an emergency arises, departments must work directly with the Town Administrator/Treasurer to obtain purchase authorizations through as normal purchasing processes as possible. If an emergency situation arises after normal Town business hours, a Department Head, or their designee, may authorize an immediate purchase of commodities or services, if necessary, after notifying the Town Administrator/Treasurer.

Authorization for emergency purchases shall be documented and properly included in the purchasing record as required. The department shall advise the Town Administrator/Treasurer of any emergency purchases as soon as reasonable after the commitment is made. An immediate report shall be made to the Board of Trustees by the Town Administrator/Treasurer detailing the purchase and the cause of the emergency.

## **2.7 Change Order Management**

Change orders to projects that have previously been approved is commonplace. If a change order results in a total project value surpassing the formal bid threshold, Town management approval must be secured. In addition, a project previously issued with a value of \$50,000 or greater, that has a change order value increase of 10% or greater, also requires approval of the Town Administrator/Treasurer.

The Town Administrator/Treasurer and the Department Head shall work with the Town Attorney's Office to update, as appropriate, any accompanying contract changes resulting from the change order for the project.

## **2.8 Standards**

The Finance Department is primarily responsible for standardization. Standardization is the organized process of obtaining solutions to common problems by establishing agreement on specific quality, design, size, color, etc. and the established agreement as a standard.

The Town purchases many products that are standardized (carpet, furniture, copy paper, office supplies, etc.). When standards are adopted, only items meeting those standards may be purchased. However, no standard is meant to be unchangeable, and each standard is subject to review on a case-by-case basis and referred to the department with related expertise. The Finance Department shall be the chair of any such committees, which may include department heads or their representatives, and/or other staff.

## **2.9 Local Preference – Purchases of Goods and Services**

It is the Town's goal to promote the purchase of services and goods provided by United States companies and employees, and a strong preference for local vendors. Off-shore services are defined as services provided from an off-shore location (foreign country). Examples of such services may include, but are not limited to, customer support services, telemarketing services, and financial auditing services.

Preferential considerations for local vendors or contractors will be given for non-capital purchases in the event that solicited bids from the local vendors are within 10% of non-local vendor bids and all factors, including quality, terms, and delivery are determined by the soliciting employee or Finance Department to be equal to non-local vendors.

For the purposes of this policy, a vendor is considered local if it has maintained a place of business in Delta County, Colorado, for at least twelve (12) months prior to date of bid solicitation, at least 50% of the employees are Delta County, Colorado residents, and at least 50% of the fleet used for the project are registered within Delta County, Colorado.

Preferential consideration for local vendors and contractors will be given for Capital purchases in the event that solicited bids from local vendors are within 2% of non-local vendor's bids and all factors, including quality, terms, and delivery are determined by the soliciting employee or the Finance Department to be equal.

For the purposes of this part of the policy as it applies to Capital purchases, the following terms are applicable:

- The vendor has maintained a place of business in Delta County for at least twelve (12) months prior to the date of the bid solicitation.
- Fifty-one percent (51%) of the work is self-performed (49% or less is performed by a subcontractor).
- Whether or not this policy will apply will be determined on a case-by-case basis at the discretion of the Board of Trustees at the time the project is authorized for bid. Local preference will be stated in each and all bid documents.
- If a vendor has received a 2% credit in the preceding year and the contract is still in place at the time the bid is solicited, the vendor does not qualify for the 2% local preference.

### **2.10 Environmental Purchasing**

The Town's goal is to reduce the effects of climate change generated by government operations. Purchasing activity is encouraged to use and buy recycled and environmentally preferable products. By purchasing products that are recycled or environmentally preferable it strengthens the markets for such products; diverts more materials from the solid waste stream, and promotes both human and environmental health.

Purchasing agents have the following options:

1. Accept a bid which is not the lowest if:
  - A. The lowest bid is for a non-recycled product; and
  - B. A recycled content product meets the performance criteria specified; or
  - C. A bid other than the lowest bid meets the criteria for environmentally preferable products or services; or
  - D. A cost analysis is conducted over the life and disposal of the product that reveals lower total costs than are reflected in short-term analysis.
2. Award a portion of the contract to bidders offering recycled content or environmentally preferable products.

### **2.11 Results – Driven Contracting**

The Town supports initiatives to integrate Results Driven Contracting (RDC) strategies and data-driven decision processes into its solicitation, evaluation, award, contracting, and project management processes. RDC and data-based decision making serve as a foundational element to meeting organizational objectives and promoting a high performance, transparent government. Where practical, RDC practices and data-based decisions should be incorporated



into procurement activities. RDC and data-based decision methodologies are available through the Town Administrator/Treasurer's Office, one such resource is the Harvard Kennedy School's article: What is Procurement Excellence?

## 2.12 Underserved Business Program

The Town commits itself to applying a racial equity lens in its decision-making with the goal of continuing to build an equitable community to ensure a healthy community for all Paonia Residents and visitors.

There is an inherent need within the commercial makeup of the Town to expand small businesses within the Town's marketplace to increase the tax base, to provide new employment opportunities, to stimulate economic development, and to assist in the implementation of the comprehensive plan for the Town.

The Town encourages all underserved businesses to submit responses to all solicitations. The Town will promote the use of underserved businesses by encouraging staff to consider these businesses for award in all solicitations by including it as an appropriately weighted and scored criteria in the evaluation of all vendor submissions. The Town will participate in outreach programs to aid underserved businesses in understanding the Town's procurement process, improve their access to solicitations, and increase the visibility of underserved businesses within the organization.

The Town will permit vendors to self-identify any underserved business status which will be maintained in the vendor files of the ERP system (Caselle). The Town may perform periodic audits to determine if the vendor certifications are current and valid.

The Town will measure awards made to underserved businesses on a regular basis and review award amounts against stated organizational goals.

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## 3.0 Types of Solicitations

Solicitations are purchasing processes designed to seek and obtain goods and/or services. Four types of solicitations utilized by the Town for purchasing are discussed in this section.

- Request for Information (RFI) – RFIs are used to obtain general information from the vendor community on a specific topic related to a project. RFIs are a market research tool used to obtain price, delivery, capabilities, interest, etc. for planning purposes. RFIs must clearly indicate that an award of contract will not automatically follow.
- Request for Qualifications (RFQ) – RFQs are used when requirements are uncertain, and the project manager is seeking potential vendors to provide proposals once requirements have been finalized. RFQs are solicitations documents that request submittal of qualifications or specialized expertise in response to the scope of services required. Pricing is not solicited with RFQs documents issued prior to RFPs, but typically describe the project in enough detail to let potential bidders determine if they wish to compete, and forms the basis for requesting qualifications submissions in a two-phase or prequalification process. Used most often with construction projects.

- Invitation For Bid/Request for Quote (IFB/RFQ) – IFBs/RFQs are formal requests to prospective bidders soliciting price quotations or bids. IFBs/RFQs contain, or incorporate by reference, the specifications of the scope of work and all contractual terms and conditions. An IFB/RFQ is only a solicitation, and it does not qualify as an offer since the Town will review bids and select a vendor prior to entering into a binding contract. Awards are generally made to the lowest priced quote.
- Request for Proposals (RFP) – RFPs are generally used when there are a variety of ways to meet a need, specifications are not available or not fully determined, and/or when professional services or certain personal services are required. RFPs are typically documents used in sealed-bid procurement procedures through which a buyer advises potential bidders of the statement and scope of work, specifications, schedules or timelines, contract type, data requirements, terms and conditions, description of goods and/or services to be procured, general criteria used in evaluation procedure, special contractual requirements, technical goals, instructions for preparation of technical, management, and/or cost proposals. RFPs are publicly advertised, and bidders respond with a detailed proposal, not just a price quote. They provide for negotiations after sealed proposals are opened, and contracts may not necessarily be awarded to the lowest bidder.

### 3.1 Request for Information (RFI)

a) When to Use:

1. An RFI may be used to obtain general information from vendors regarding products and services. Responses to RFIs are often largely assembled from vendor standard literature for a good or service. RFIs generally contain no project specific financial or cost information and do not result in an award.

- b) Acceptance of Late Submissions: Late submissions may be accepted with the discretionary approval of the Finance Department and when in the Town's best interests.

### 3.2 Request for Qualifications (RFQ)

a) When to Use:

1. An RFQ may be used to obtain specific information regarding a vendor's qualifications and ability to provide supplies, equipment, and certain services. RFQs contain more specific vendor information and responses may be tailored to highlight a vendor's capability to meet a specific scope of work for a Town project. RFQs generally contain no specific financial or cost information and do not result in an award.

- b) Acceptance of Late Submissions: Late submissions to an RFQ may only be accepted with the discretionary approval of the Town Administrator/Treasurer and when in the Town's best interests.

### 3.3 Invitation for Bid/Request for Quotes (IFB/RFQ)

- a) When to Use: An IFB/RFQ may be used to obtain supplies, equipment, and certain services that can be clearly specified and awarded to the lowest responsible, responsive bidder. The IFB/RFQ is also used for public construction projects valued at \$50,000 and above.

1. Pre-Qualification of Bidders: A two-step process may be used to pre-qualify bidders when deemed appropriate by the Finance Department. Bidders are pre-qualified by responding to an RFI/RFQ to establish competency. The information requested from vendors may include financial background, capacity to perform, lines of credit, manufacturers' authorizations and relevant experience.

Qualified bidders may then be asked to participate in a price solicitation via a targeted RFB process.

2. Prequalification of Commodities: Commodities may be prequalified through study and recommendation by an evaluation team for the specific project.

3. The Following Factors, Among Others, May be Used for Prequalification:

- Quality of commodities or services
- Experience with the commodities involved
- Maintenance cost
- Economic life cycle cost
- Length of time the commodity has been on the market
- Compatibility of existing equipment
- Available warranties
- General reputation and experience of the bidder
- Evaluation of the bidder's ability to serve the Town
- Prior knowledge of experience with the bidder in terms of past performance
- Other legal protection provided in the purchase

- b) Format for IFB/RFQ Document: IFB/RFQ are prepared by the Department seeking the to purchase with guidance from the Town Administrator/Treasurer. IFB/RFQ documents are to use specifications and Scope of Work information provided by the Project Manager. RFBs contain the following elements:

1. Specifications: Clear, concise specifications must be provided. Frequently, specifications state, *Brand Name or Equal*. *Brand Name* includes identification of products by manufacturer, make, and model. Such identification is intended to be descriptive, but not restrictive. Bidders offering an *equal* must submit complete specifications and/or samples with their bids. Determination of equality shall be at the sole discretion of the Town. If it has been justified and accepted by the requesting department and the Finance Department or an evaluation team has determined that only one brand can meet the Town's expectations, *no exceptions* shall be noted in the specifications.
  2. Responsibility Criteria: Include items such as business references, plant capacity, credit data, financial statements, recent tax returns, licenses, bonding and insurances.
  3. Bid Submission Information: Includes the time and date for bidder's conference (if applicable); where, when, and how bids are to be returned; contacts for information during the solicitation period; required signatures on bids; cost/price submission instructions, etc.
  4. Terms and Conditions: Include standard terms and conditions that will be incorporated in the purchase order/contract and any special conditions in the bid document.
- c) Acceptance of Bids: Bids must be received prior to or at the time specified in the bid. Late bids shall not be considered under any circumstances.
- d) Bid Opening: The Purchasing Agent (may be a department director, deputy director, Town Administrator, etc.) or designee shall administer all bid openings and all hard copy bids shall be opened in the presence of one or more witnesses at the time and place designated in the RFB. The opening of the bids shall be recorded by video, voice or both.
- e) Rejection of Bids: The Town may reject any or all bids when deemed to be in the Town's best interests; reject any bid not accompanied by any required bid security or by other data required by bid documents; reject any bid which is in any way incomplete, irregular, or otherwise not in compliance with bid documents in all material respects or reasonable interpretation; and/or waive any informality, irregularity, immaterial defect, or technicality when deemed to be in the Town's best interests.
- f) Bid Award Consideration
1. Cost Factors: in addition to the total bid price (including any discounts), unit or extended price, and administrative costs (if applicable), hourly rates for specified personnel, the Town's administrative costs, maintenance costs and warranty provisions may be considered. Life cycle costs, repurchase value, residual value of equipment after a specified number of years, and or cost and

rate of use of consumables may be considered in cases where these costs are relevant and measurable.

2. The following responsibility factors may be considered:

- Bidder's general reputation and experience.
- Bidder's ability to service the Town.
- Bidder's financial ability to successfully meet the requirements of the contract.
- Town's prior knowledge of and experience with the bidder in terms of past performance.
- Nature and extent of company data furnished by bidder upon request of the Town.
- Size and location of the bidder's warehouse.
- Bidder's ability to meet delivery and stocking requirements.
- Bidder's experience with the commodities or systems.
- Length of time the commodities or systems have been on the market.

Awards shall be made to the lowest, responsible, responsive bidder(s). A responsible bid is one that has demonstrably met the following criteria in the solicitation:

1. Capacity to perform – fiscal, physical, experience on schedule, etc.
2. Ability to comply with applicable laws and regulations – licenses, insurance, bonding, etc.

3. The following responsiveness factors may be considered:

- Adherence to all conditions and requirements of the bid specifications.
- Quantity and quality of merchandise or service offered.
- Compatibility and/or continuity with existing commodities or systems.
- Overall completeness of the commodity line or service offered.
- Delivery or completion date.

A responsive bid is one that adequately meets all solicitation requirements. To be responsive, the bid or proposal must not constitute a different offer or make substitutions for requirements stated in the solicitation.

4. Local Preference: When all other factors are determined to be equal, preference shall be given to firms meeting the conditions of Policy 2.9 – Local Preference.

### 3.4 Request for Proposals (RFP)

- a) When to Use: An RFP may be used with the Town's requirements are not precisely defined or quantified. RFPs are required to be used when it is necessary to obtain the services of professional consultants, contractors, architects, engineers, and design firms when the contract for services is expected to exceed \$50,000. Awards made as a result of RFP solicitations are not based solely on cost factors but upon the technical and programmatic superiority of the offeror's proposal. However, the selected proposal should include a price that is within reasonable proximity of other qualified offerors.
- b) Pre-Qualifications: It is sometimes advantageous to conduct a two-phased RFP process in which the first phase is a pre-qualification of firms. This initial phase screens potential offerors for qualifications prior to requesting proposals.
- c) Advertising/Notice: If appropriate, an advertisement announcing the RFP should be placed in at least one local newspaper of general circulation. Notice should be made through the Town's online bidding announcement platforms, including but not limited to the Town's website. Notice may also be sent to firms identified by Town management and the requesting department, other interested firms and/or those firms who have been screened through a prequalification process.
- d) Basic RFP Format: To develop consistency in the preparation of RFPs, a standardized RFP format must be used. Using this format helps to ensure that the RFP contains adequate information about the needed service, facility or program and the RFP requirements. More technical proposals may require additional information. The Town Administrator/Treasurer, or their designee, will assist in the development of RFPs. The basic format for the preparation of an RFP, including a description of what should be included in each section follows.
  1. General Project Description: Provide a summary of the needed facility or program and a general description of the services required.
  2. Project Background: Provide relevant background information on the project. A description of the site or program, significant historical data and information on existing facilities and/or programs may be provided. A clear concept of the needed facilities or program should be outlined. A vicinity map and scale site map may be provided. Any available resources such as completed studies, surveys and preliminary feasibility work that are relevant to the project and available to consultants may be listed information on the overall project budget, including funding sources, may be listed if available.
  3. Scope of Work: Provide the scope of work and services needed in detail. Provide a clear understanding of what will be required, including items such as the degree of community input expected and any required time schedules. Clearly define whether the consultant or the Town will be responsible for related services such as obtaining feasibility studies and permits, coordinating construction, conducting public meetings, and developing

budgets. If construction coordination is required, the consultant's role and level of responsibility should be clearly defined to ensure contractor compliance related to construction documents and responsibilities for contract administration.

4. Services and Materials to be Provided by Town: List all services to be provided by the Town, and available documents relative to the project. Typical services that may be handled by either Town Staff, or the Contractor include, but are not limited to, obtaining surveys, processing permits, coordinating construction, preparing bid documents, obtaining geological data, and conducting public hearings and/or meetings (including open houses).
5. Town Liaison (Point of Contact): Provide the name and contact information of the person acting as the Town's liaison on the project, if applicable, and advise the consultants to direct all questions regarding the project to the liaison.
6. Terms and Conditions: Include the Town's standard contract terms and conditions and insurance requirements. If an increase in insurance policy limits is necessary, based on project value or type, include that information in a separate section of the RFP package. Contact the Town Administrator/Treasurer to obtain the appropriate language for insurance requirements if necessary.
7. Selection Criteria: List the criteria that will be used to evaluate proposals and the relative importance of each criterion. Outline the process that will be used to select a contractor. A rating sheet may be prepared which lists the selection criteria and their relative weighting in the scoring process. A copy of the rating sheet may be provided to the offerors so that they understand the scoring factors and their relative importance to each other.
  - Typical selection criteria may include the following:
    - Technical approach.
    - Qualifications of firm.
    - Qualifications of the specific personnel who will work on the project.
    - Project management and adherence to required time schedules. *Consideration may be given to the location of the firm's office and the resulting availability of the firm for meetings with staff and the public, if necessary.*
    - Cost.
    - References.
8. Proposal Requirements: List the specific proposal requirements including the date, time and place for submittal, and any specific insurance, licensing or legal requirements.

- Typical proposal requirements may include, but are not limited to, the following:
  - Name, address, contact email address, and telephone number of the business submitting the proposal.
  - Identification of the project manager, and/or principal contact.
  - A complete description of the approach to the analysis and how the major work elements are to be accomplished.
  - Detailed estimate of work hours per task.
  - A listing of personnel who would perform the work, including any subcontractors, and the amount of time that each would commit to the project by task.
  - Reference information including contact information.
  
- e) Acceptance of Proposals: Proposals are to be received at the time and place specified in the RFP. All proposals will be date-stamped upon arrival. Late proposals will only be considered when it has been determined to be in the Town's best interests to do so and may only be accepted within twenty-four (24) hours after the scheduled closing. Approval of the Department Head, or their designee, and, if the proposal is administered by the Finance Department, the approval of the Town Administrator/Treasurer shall be required for acceptance of late proposals.
  1. A Responsible proposal is one that has demonstrably met the following criteria in the solicitation:
    - Capacity to perform – fiscal, physical, experience and schedule.
    - Ability to comply with applicable laws and regulations – licenses, insurance and bonding.

### **3.5 Sole Source / Request to Proceed**

The Sole Source/Request to Proceed policy should be followed for purchases \$10,000 and greater where a competitive solicitation process will not be used. A sole source justification is to be used in a situation where only one vendor can provide a solution for the Town. A request to proceed is to be used in a situation where the normal procurement process cannot be followed. Sole Source justifications or Requests to Proceed are strongly discouraged and must be signed by the Town Administrator/Treasurer at any dollar amount.

Circumstances sometimes require that certain goods and services can only be feasibly obtained from a single or sole source. Sole Source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

Sole source justification is not needed in cases where a contract renewal provision, or continuation of services, is expressly stated in the solicitation.

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a) The following factors, if verified, may justify sole source purchases:

1. What capability does the proposed contractor have that is critical to the specific effort and makes the contractor clearly unique compared to other contractors in the same general field?
2. What prior experience of a highly specialized nature does the proposed contractor have that is vital to the proposed effort?
3. Does the proposed contractor have a substantial investment that would need to be duplicated at the Town's expense by another contractor entering the field?
4. If timelines are involved, why are they critical and why can the proposed contractor best meet them?
5. Is competition precluded because of the existence of patent rights, or copyrights?
6. Does this acquisition require compatibility with any existing Town equipment?
7. What unique characteristics does the equipment or material offered by the proposed contractor possess that are required to meet the Town's needs?
8. Is competition precluded because of existing equipment maintenance program/contracts/warranties?

b) Documentation/Approval

Sole source requests should be documented through a memorandum outlining the justification and submitted to the Town Administrator/Treasurer for consideration. The requesting employee must notify their respective department director and provide the Town Administrator/Treasurer with evidence of concurrence from the director.

The Town Administrator/Treasurer is authorized to approve sole source requests valued up to \$5,000. Any Sole Source requests over that amount must be approved by the Board of Trustees and must have received a favorable recommendation from the Town Administrator/Treasurer prior to being placed on an agenda for consideration.

c) Negotiation

Sole source acquisitions require non-competitive negotiation and may require price/cost analysis by the Finance Department to determine price reasonableness.

## 4.0 Contract Procurement Policies

This section describes procurement policies for the various types of purchases and agreements utilized by the Town of Paonia.

### a) Length of Contract Term

Generally, the Town does not enter into contracts for longer than one (1) fiscal year. While contracts for the purchase of commodities/equipment may be renewed annually, all contracts for commodities and equipment must be reviewed for certification or renegotiation not less than every five (5) years to ensure the Town is still receiving good value for the public.

### b) Consolidation

Contracts shall be consolidated whenever feasible. Contracts shall not be intentionally split to avoid approval or procurement requirements.

## 4.1 Commodities/Equipment

Commodities/Equipment contracts include all contracts and purchase orders for supplies, materials, and equipment. Equipment (fixed assets) is defined as a capital asset costing \$5,000 or more, and its useful life expectancy is one year or more.

## 4.2 Services

### a) Continuing Services Agreements/Contracts (CSA)

For services, it is advisable to establish and implement Continuing Services Agreements (CSAs). CSAs can be beneficial in circumstances where the same type of service, such as consulting, landscape services, laundry services, janitorial services, security services, etc., are repetitive in nature and potentially needed by multiple Town departments.

The Finance Department may establish a CSA after reviewing Town departmental needs for a specific type of service and analyzing vendor responses to an RFP conducted by the Finance Department based on biddable specifications, qualification, and/or an informal review of competitiveness of rates for other similar services. A CSA enables the Finance Department to take advantage of any economy of scale resulting in significant savings to the Town by standardizing and fixing cost rates for a service over an extended period of time. It also allows departments to utilize the service without having the burden of developing their own separate independent contractor agreements for the same type of service. CSAs are generally issued for

individual projects that do not exceed \$50,000 in value. CSAs can be renewed for an additional four (4) years at the option of the Town as determined by the Town Administrator/Treasurer in consultation with the Finance Department and the department that uses the contract. After issuance of the CSA, the Finance Department has primary responsibility for renewal and places the agreement on the Town's continuing list of agreements.

b) Qualification Based Selection (QBS)

Certain professional consulting services (engineering, architect, etc.) may be awarded under a QBS process using Town approved guidelines for award of those services.

QBS contractors are typically selected via a public, competitive process (typically via RFQ) where vendors are selected primarily based on their qualifications. Award to a QBS vendor must be supported by a receipt of competitive proposals from other QBS contractors for the scope of work to be awarded. The helps to ensure that a QBS award is based on rates that are commensurate with rates from peer group companies.

A purchase order is necessary to facilitate payment against a QBS contract.

### **4.3 Software**

Software is defined as any computer program installed on a Town of Paonia computer ("Licensed Software") or accessed by a Town employee in the course of their work ("Hosted Software" or "Software as a Service" also known as "SaaS"). Software of any type may only be purchased through the use of an IT Agreement for Software and Services, which is first reviewed by the Town's IT provider, and approved by the Town Administrator/Treasurer and the Town Attorney's Office before placing on an agenda for approval by the Town's Board of Trustees.

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### **5.0 Formal Solicitation Policy**

A formal solicitation is required for the purchase of goods and services that have a value of \$10,000 or greater.

Formal bidding is a procurement method involving competitive sealed offers that require:

- Adoption of plans, specifications, working details, scope of work, etc.
- Formal advertising in a general circulation newspaper during a solicitation process typically not less than (10) days.
- Submissions at a pre-designated time and place depending on the project needs.
- Referral of submissions to the department for evaluation.
- Award of a contract to the responsive and responsible vendor who has submitted the lowest bid that meets the requirements and criteria set forth in the invitation for solicitation.
- Notice of award to the selected bidder.

- Completion of all required contract documentation.
- Notice to proceed is issued to the contractor.
  - If grant funded, a notice to proceed from the granting agency is required before any work is to proceed by the contractor and must be received by the Town before a notice to proceed is sent to the contractor by the Town.
- The notice inviting responses shall state the time and place for submissions and distinctly state the project to be completed and the place where plans, scope of work, and specifications are on file.
- In addition to the notice published in a newspaper of general circulation, the Finance Department may also publish notice in a trade publication and/or through other means designed to encourage competition, such as bidnet.

## 5.1 Bid Documents

### a) Copies of Bid Documents

- 1) Bidders shall use complete sets of bidding documents in preparing bids; the Town will not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents, or documents not received directly from the location where the Town has posted the documents.
- 2) The Town makes copies of the bidding documents available on the above terms only for the purpose of obtaining bids for the specified commodities or services and does not confer a license or grant for any other use.

### b) Interpretation or Correction of Bidding Documents

- 1) Bidders shall promptly notify the Finance Department of any inconsistency or error discovered upon examination of the bidding documents, or of the site and local conditions.
- 2) Any interpretation, correction or change of the bidding documents will be made by written addendum. Interpretations, corrections or changes of the bidding documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

### c) Alternate Bids

- 1) The materials, products and equipment described in the bid documents establish a standard of required function, dimension, appearance and quality to be met. An equal product must meet minimum specifications and the burden of proof of merit of proposed alternate or substitute is on the bidder.
- 2) Non-solicited alternates may be considered for award if submitted by the bidder who would otherwise be the low bid.

3) Solicited alternates may be awarded based on the sole judgement of the Town.

d) Addenda

- 1) Addenda will be posted at the same location as the original solicitation.
- 2) No addenda will be issued later than two (2) calendar days prior to the date for submissions except an addendum withdrawing the request for submission or one that includes the extension of the due date.
- 3) Each bidder shall be responsible for ascertaining prior to submitting a bid that it has received all addenda issued.
- 4) Bidders shall acknowledge receipt of addenda to receive award consideration unless otherwise indicated in the bid documents.

## 5.2 Form of Submission

To receive consideration, submissions shall be made on the forms and in the manner described and/or provided within the solicitation.

- Late submissions to a solicitation may only be accepted with the discretionary approval of the Town Administrator/Treasurer and when determined to be in the Town's best interests.
- Each bid must be signed by an authorized vendor representative, include the legal name of the company, and a statement of non-collusion signed by the company.

## 5.3 Bid and Project Security

A bid bond or bid deposit (certified or cashier's check) made payable to the Town of Paonia is required to protect the Town in the event the bidder awarded the contract does not execute the contract, furnish any required performance bond, and/or proceed with performance. A required bid bond or bid deposit must be submitted with the bid and be the amount as specified in the solicitation. In the event a low bidder is allowed to withdraw its bid due to claim of error, the Town may retain the bid guarantee.

For construction projects valued at \$50,000 or greater, the Town may choose to withhold retainage to be used to satisfy unresolved project claims.

## 5.4 Receipt of Bids

All bids must be received in accordance with the instructions in the solicitation document.

## 5.5 Opening of Bids

The purchasing agent or designee shall administer all bid openings and coordinate them with the Town Clerk's office. The Town assumes no responsibility over the confidentiality of bid information unless specifically stated otherwise in the solicitation document.

## 5.6 Correction or Withdrawal of Bids

Mistakes in submissions detected prior to opening may be corrected or withdrawn by the submitting vendor. Any request made to correct or withdraw a submission prior to opening must be made by a bona fide representative of the bidder. Mistakes in bids detected during or after a bid opening may not be corrected by the bidder.

Exceptions allowed to be corrected include:

- A vendor may be permitted to correct a material mistake that would cause such vendor to have the low-cost submission if the mistake is clearly evident from examining the document; for example, mathematical errors. However, a vendor shall not be permitted to correct a bid for errors of judgement. The vendor of the lowest cost submission shall not be permitted to increase its price and still be considered the low bidder.
- An otherwise low bidder may be permitted the opportunity to furnish other information called for by the solicitation and not supplied due to oversight, so long as it does not affect responsiveness.

The Purchasing Agent shall maintain complete and sufficient records of evaluations to ensure there is no abuse of the competitive process. All reasons for making the award recommendation shall be made in writing by the Project Manager and retained in the archives.

## 5.7 Bid Evaluation

The Purchasing Agent shall maintain complete and sufficient records of evaluation to ensure there is no abuse of the competitive process. All reasons for making the award recommendation shall be made in writing by the Project Manager and retained in the archives.

## 5.8 Rejection of Bids

The Town may, in its discretion, reject any submissions presented. The Town may also:

- Reject a submission not accompanied by any required bid security or by other data required by the bidding documents.
- Reject a submission that is in any way incomplete, irregular, amplified, unqualified, or otherwise not in compliance with the solicitation documents in all material respects.

- Reject a submission that includes a blanket rejection of the Town's contract terms and conditions.
- Waive any informality, irregularity, immaterial defects or technicalities, in any submissions received.
- Cancel any solicitation or reject all submissions because any of the following reasons:
  - Specifications are inadequate or ambiguous.
  - Specifications have been revised.
  - Supplies or services are no longer needed.
  - Town Requirements have changed.
  - All submissions have been deemed unreasonable.
  - Submissions were not independently arrived at and/or were submitted in bad faith.
  - Necessary requirements of the solicitations process have not been met.
  - Competition is insufficient.
  - Cancellation or rejection of all submissions is clearly in the Town's best interest.
  - The company's name appears on either the Federal Excluded Parties list and/or the appearance of the company's name on any debarment list.

### **5.9 Written Quotations**

Any written quotes, including email, received shall be retained as an attachment to the requisition in the ERP system. Written quotes shall include the name of the supplier representative and the date of the quote.

### **5.10 Fixed Assets**

Fixed assets (equipment that has a unit cost of \$5,000 or more and a useful life greater than one year) should be budgeted and the asset tracked by the Finance Department.

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## 6.0 Departmental Policies

City departments have important responsibilities in the procurement of goods and services. Departments are encouraged to utilize the resources of the Finance Department for assistance.

### 6.1 Requisitioning Process

#### Departmental Responsibilities

Departments shall contact the Finance Department early in the purchasing process to benefit from advice and assistance on specifications, sources of supplies, price advantages, substitutions, and a determination of each department's precise needs. Further, departments are responsible for:

- a) Determining that sufficient funds are available to pay for requested goods and services.
- b) Ensuring that requested items/services are necessary to operations and are used for their stated purpose.
- c) Ensuring that requisitions and purchase orders are completed and processed for payment satisfactorily.
- d) Ensuring that the Finance Department is informed of annual requirements in a form and manner as requested by the Finance Department.

### 6.2 Signature Authority

All requisitions sent to the Finance Department must be approved by an authorized departmental approver(s) in accordance with the Enterprise Resource Planning (ERP) system workflow. These approvers are typically the department head or their designee.

### 6.3 Specifications

Departments must develop specifications that are nonrestrictive and provide samples (as needed) that clearly describe the item(s) needed in terms of performance. Finance and the requesting department will jointly determine "equal" items. If a purchase requisition specifies a brand name or model, Finance will assume that "equal" items are acceptable.

If a department determines that only a specific make and model will meet its needs, the department shall complete the Sole Source Justification form (See Section 3.5) that details the unique features of the sole source item and states why these features are required. If other brands and models have been tested or used previously, the department shall specify the brands and models used, and why they are unacceptable. Similarly, prior unsatisfactory performance may be used for future source evaluations.



The Finance Department may return the requisition for additional justification if a specific item appears to be unreasonably restrictive or inappropriate.

#### **6.4 Record Retention**

All requisitions and related procurement documents shall be retained in accordance with the record retention policy for the Town. Additional information may be found in the Clerk's office.

#### **6.5 Receiving**

Departments shall provide for the receiving, inspection and acceptance or rejection of merchandise delivered, and services performed. Departments should assign the responsibility for receiving and inspecting shipments to the specific individuals, preferably someone other than the person who approved the requisition. Departments are responsible for ensuring that commodities delivered, and services performed conform to the order specifications as applicable. Assigned staff must inspect merchandise received in a timely manner so that problems, if any, may be identified and more easily resolved. Generally, merchandise should be inspected within three business days of receipt.

Departments should ensure that the invoice is promptly processed for accepted merchandise or services to take advantage of any discounts to which the Town is entitled. Department personnel are also required to submit the invoice to the Finance Department for inclusion in the ERP system to initiate the payment process.

#### **6.6 Materials Expediting**

If a supplier is late meeting specified delivery dates, the department should contact the purchasing agent responsible for the purchase order or contact to aid in expediting the order. The purchasing agent may contact the supplier on the department's behalf and will continue to monitor the supplier's progress until the order is complete.

#### **6.7 Manufacturer's Warranties**

Many items of equipment purchased by departments carry a manufacturer's warranty of acceptable materials and workmanship. All departments shall register and maintain proper records of such warranties to ensure that the manufacturer repairs defects covered by the warranty.

#### **6.8 Energy Conservation**

Prior to the purchase of all new equipment, except in the case of an emergency, the purchasing agent or any other city officer, or employee authorized to purchase such equipment shall evaluate and consider the energy consumption level and the anticipated operating costs over the useful life of the new equipment in addition to the initial cost of the equipment.

## 6.9 Special Receiving Assistance

Because of their technical nature, or support requirements, receipt of the following items should be made by, or shall be coordinated with, the indicated departments.

<u>Items/Services</u>	<u>Coordinating Department</u>
Vehicles	Clerk's Office (Registration and Insurance)
Telecommunications Equipment	Town Administrator and IT provider
Computer Equipment	Town Administrator and IT Provider

## 6.10 Material Safety Data Sheets (MSDS)

A Material Safety Data Sheet (MSDS) must accompany all hazardous materials ordered and received by a department. If the department does not receive an MSDS, the department must contact the supplier and request two copies (one for the Town's Risk Management master folder and one for the receiving department) before approving the invoice for payment. Every department is responsible for maintaining a complete file of all hazardous materials that must be filed by the name of the chemical and be made available in a central location to anyone needing the information.

## 6.11 Vehicles

The Town Clerk's Office is responsible for the administrative aspects of all registration and licensing of Town owned and leased vehicles in the general Town fleet. The Town Clerk's office is also responsible for updating the insurance company for all new vehicles to the fleet and for removing vehicles from insurance that are liquidated.

## 7.0 Disposal of Surplus Property

Surplus Town Property is to be disposed of through a competitive bidding process. Formal competitive bids or conducting a public auction is required for the sale of any item of obsolete, surplus, or unusable Town property with an estimated value of at least \$1,000.00 or for the sale of more than one item of such property with an estimated accumulative value in excess of \$2,500.00.

The property shall be sold to the highest bidder, unless the Town Administrator/Treasurer determines that it is not practical and advantageous to do so. The Town Administrator/Treasurer may require such bonds or other surety as deemed prudent to assure prompt payment. The Board of Trustees shall be promptly notified by the Town Administrator/Treasurer on any determination to donate or otherwise dispose of any item of Town property with an estimated value at least \$1,000.00, other than through a formal competitive bid or a public auction. Prior to the beginning of any competitive bid or public auction the Board of Trustees shall review items to be disposed of and give their approval.

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The Town will routinely use auction services for the disposal of surplus equipment. However, other methods for disposal of surplus may be used as appropriate.

The Finance Department should be contacted when capital assets are disposed of to ensure that they are properly accounted for in the Town's asset tracking system.

### **7.1 Prohibition Against Purchase by Employees**

Any officer, agent or employee of the Town assigned to the purchasing function, or responsible for surplus declarations, or having privileged information regarding the personal property or the value thereof that is not available to all prospective bidders, or assigned to the organization having custody of the surplus property shall not directly or indirectly submit a bid or purchase surplus personal property, unless the disposal method is competitive bidding through a third party auction house. This policy shall be liberally construed to prohibit any appearance of impropriety and the Town Administrator's office should be consulted for an opinion from the Town Attorney's office whenever there is a question of probable conflict.

The direct sale of surplus property (materials, supplies, machinery, furnishing, equipment and any other tangible article) to Town employees, other than through an auction conducted by a third-party auction house, is prohibited.

### **7.2 Donations**

Departments may donate surplus property with a total estimated value of \$1,500 or less, if, in his/her judgement, donating the property is in the Town's best interests.

The Town Administrator/Treasurer must notify the Board of Trustees and may also direct the Department(s) or the Finance Department to coordinate the donation of an item of surplus property with an estimated value of between \$1,501 and \$5,000 or donate more than one item with an estimated cumulative value up to \$5,000.

Any donation of property should be documented by the Town and expressly state the donation "as is," and carries no warranties, express or implied.

### **7.3 Surplus Personal Computer (PC) Systems**

The Town Administrator/Treasurer's office will have the responsibility to direct and manage disposal of copiers, imaging systems, personal computer systems, and related equipment. Department personnel should contact the Town Administrator/Treasurer when they have surplus computer related items for disposal.

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## 8.0 Grant Funded Purchases

Projects either fully or partially funded by grants may have their own, specific procurement requirements to maintain funding. Project managers must be aware of and follow any specific procurement requirements to ensure funding. If specific procurement requirements conflict with policies outlined in this document, the requirements attached to the grant prevail, if not in violation of any applicable law. If no specific procurement requirements are outlined in the grant, the policies of this document will prevail.

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## 9.0 Credit Card/Purchasing Card Program

The use of purchasing and credit cards are intended to save time and money and to avoid the need for payment requests for purchases. This policy applies to Town employees whose jobs require them to use a credit card issued to them by the Town of Paonia.

### a) Conditions of Use

Only the named cardholder may use the issued Credit Card. Any default department credit cards shall be managed by the Town Administrator's designee.

Purchasing cards and credit cards are generally issued to all supervisors, although this may vary by department. All purchases will be reviewed by the Town Administrator and are subject to review from the Department Director, Finance Department, and Finance Committee.

A receipt copy on 8 ½ x 11 is required and must be coded to the proper expense account according to the adopted town budget. These coded receipts must be submitted to the Town Administrator within three days of the purchase date. The Department Head or related credit card holder must also code the expense on the credit card issuers website and attach a photocopy of the receipt. The requirement of a hard copy may change should the card issuer's website prove to meet the requirements of this policy. Until then both the hardcopy and digital processes shall be followed.

The default credit limit on Town purchasing cards is \$1,500. Higher limits may be granted with the Department Director's, or the Town Administrator's approval. Generally, the highest limit is \$5,000. Temporary increases can be requested for a planned purchase, with Board of Trustees approval.

Purchasing cards and Credit Cards are for purchasing appropriate foods and services while conducting business for the Town of Paonia only. These purchases should be necessary for completing your work and within the bounds of your normal purchasing needs or authority per your supervisor and established procurement policies.

b) Food Purchases

The purchase of food and services by an employee of the Town is allowable only when conducting business for the Town of Paonia while attending conferences, trainings, or town business outside of the Town's incorporated limits. When purchasing for food services, you are allowed to tip 10% for carry-out orders and anywhere between 15-20% for waiter/waitress type service, depending on the quality of service, but not to exceed 20%.

Meal receipts must be itemized, and a record must be kept stating the business purposes along with the names and titles of those served. Within these limits, meals can be excluded from employees' taxable pay under IRS regulations.

Alcohol purchases are expressly prohibited.

c) Per Diem

Allowances for meals and incidental costs incurred on official Town travel must follow U.S. General Services Administration per diem rates for the location. Any charges incurred on a Town Credit Card or Purchasing Card that is over the limit as identified in the US GSA for that location may be required to be reimbursed by the employee.

d) Restricted Purchases

Certain purchases have specific requirements or restrictions:

- **Employee Gifts** – The Town Administrator shall approve purchasing of any gift for a current or former employee, such gifts are related to service awards or merit awards and shall not have a greater market value than the current State of Colorado gift ban amount of \$75.00 which may be adjusted from time to time by the Colorado Independent Ethics Commission.
- **Capital – Related Purchases** – Any purchase related to a capital expenditure must be limited and clearly identified by the underlying capital item that the purchase relates to, such as project name and activity number.

e) Minimum Consequences of Violation

It is expressly prohibited to use Town credit cards or purchasing cards for personal use. The misuse or personal use of credit cards and purchasing cards may result in disciplinary action up to and including termination. A memo signed by the Department Head to the Town Administrator is required immediately following any personal use, along with a check, cash or money order, to reimburse the Town for the erroneous purchase.

In the event of a non-routine purchase, prior approval from a Supervisor, Department Head, or the Town Administrator must be obtained. Misuse of any purchasing

authority is cause for deactivation and may result in disciplinary action, up to and including termination.

f) Sales Tax

The Town of Paonia is a tax-exempt entity. Town employees are expected to complete any paperwork a vendor may require to secure tax-exempt status for purchases. The Town tax exempt number or certificate is available upon request from the Finance Department. If sales tax is charged in error, the employee should request a refund from the vendor to be issued back to the Town equal to the sales tax amount. In the event that a merchant does not accept the State of Colorado exemption certificate, it is acceptable to pay applicable sales tax and note the reason tax could not be removed.

g) Security

Employees are responsible for the secure keeping of their credit cards. If the card is lost or if there is any reason to believe that the card has been tampered with, the Town Administrator should be notified immediately, and the card forfeited until it can be replaced. Employees shall also verify the last authorized transaction to ensure that it is a legitimate purchase.

h) Card Deactivation

Cards can be deactivated at any time with or without cause by the Town Administrator. Purchasing cards are deactivated by Finance on the departing employee's last day, per email communication from Human Resources. If an employee is terminated, that employee's supervisor should immediately contact Finance.

i) Personal Use

Town credit cards are to be used for town purchases only. If a personal purchase is made by mistake, the Purchasing Cardholder must reimburse the Town upon identification of the error. Generally, a second occurrence will result in a verbal warning, and a third occurrence will result in termination of the Purchasing Card along with documentation to the employee's personnel file for performance review purposes. However, instances of personal use are reviewed on a case-by-case basis and may result in disciplinary action up to and including termination.

j) Compliance and Signature Required

All employees that are either issued or have an occasion to use a purchasing card or credit card must sign a copy of this policy prior to use and it must be kept within their personnel file.

## 10.0 Debarment of Suppliers/Contractors

The Town Administrator/Treasurer may debar or suspend a vendor or contractor for just cause, but not until the Town Attorney has provided an opinion on the debarment or suspension and the procedures recommended by the Town Attorney have been followed.

### 10.1 Causes for Debarment

The causes for debarment include the following:

- a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public contract or subcontract.
- b) Conviction or indictment under a state or federal statute of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Conviction, pled guilty to, declared nolo contendere, or indictment under a state or federal antitrust statute, a charge of engaging in conspiracy, collusion, price fixing, or combination thereof, or other unlawful act in restraint of trade, or business discrimination, or of similar charges in any Federal court or a court of this or any other state.
- d) Failure or default without good cause to perform in accordance with any contract or unsatisfactory performance with any contract.
  - 1) Continually failed or refused to correct deficient work or replace substandard or unauthorized materials found by the Public Works Department, or its agent, or fails to make prompt progress payments to subcontractors for materials or labor.
  - 2) Continually found to not be in reasonably close conformity with the project document or failed to correct work so as to be reasonably acceptable.
  - 3) Continually failed to carry on the work in an acceptable manner or refused to comply with a written order or directive of the Public Works Director, designee, or their agent, within a reasonable time, or has responded to the Public Works Director, designee, agent, Town official, employee, or the Town in any manner which is either threatening, disparaging, or insulting.
  - 4) Persistently failed to timely complete a contract, or sought unreasonable extensions of time on current projects, or refused to comply with directives of the Public Works Director, designee, agent, Town Administrator/Treasurer, or the Board of Trustees.
  - 5) Failed to perform the contract with skilled workers as required in the project document, or otherwise assigned or disposed of work to an unauthorized contractor, or to subcontract any portion thereof without approval of the Public Works Director, designee, agent, Town Administrator/Treasurer, or the Board of Trustees.

- 6) Forfeited a bid bond or failed to enter into a contract upon an offer of award by the Town in response to a prior advertisement for bids for the same project, or any combination of projects involving the same work for which the award is currently being considered.
  - 7) Failed to comply with the nondiscrimination requirements of the standard specifications or special provisions as outlined in bid documents.
  - 8) Failed to comply with the requirements of the Federal Davis-Bacon Act requirements to pay prevailing wages during the course of a federally – funded project, as required by Federal law.
- e) Debarment, disqualification, or suspension by another government entity for any reason.
- 1) This includes a supplier/contractor that has subcontracted, employed, or otherwise used the services of anyone who has been disqualified by the Town from working on Town projects.
  - 2) Town employees are automatically disqualified by the nature of their employment with the Town, and any supplier/contractor that hires and pays a Town employee for a project is grounds for debarment.
    - i. No Town officer or employee shall have an interest, direct or indirect, in any contract or job of work or material of the profits thereof of services to be furnished or performed for the officer’s or employee’s Town.
    - ii. This provision does not apply to a Town employee that has an employment contract with the Town.
- f) An actual or perceived conflict of interest between the supplier/contractor and other clients serviced by the supplier/contractor.
- 1) For the purposes of this section, a conflict of interest is defined as acts benefitting other clients of the supplier/contractor that have an expressed or implied agreement/contract with the Town that is in direct conflict with the goods or services being supplied by the supplier/contractor.
  - 2) The perception of a conflict of interest between the supplier/contractor and other clients serviced by the supplier/contractor is generally not enough for disbarment, but when combined with a service to another client that has an active contract with the Town it becomes a conflict of interest.
- g) Offered, promised or given a gratuity to any person elected, selected, appointed, employed or otherwise engaged in public service to secure or fulfill a Town contract, or has employed as its own employees during the course of the project any of the foregoing.