



**TOWN OF PAONIA**  
**REGULAR TOWN BOARD MEETING AGENDA**  
**TUESDAY, JULY 23, 2024 6:30 PM**  
**ZOOM: [HTTPS://US02WEB.ZOOM.US/J/87908479464](https://us02web.zoom.us/j/87908479464)**

**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**

[July 9, 2024 Regular Meeting Minutes](#)

[Disbursements](#)

[Linda's 3rd Street Bistro](#)

[Paonia Purple](#)

**Staff Reports**

[July 2024 Departmental Scorecard](#)

**Actions & Presentations**

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

**Agenda Item #1:** Fence at 209 Main Avenue and Public Parking Lot

**Agenda Item #2:** Appreciations Re-evaluation & Proposals - Decision on whether or not to continue the Appreciations portion of Announcements.

**Agenda Item #3:** Resolution 2024-11 9.0 Credit Card/Purchasing Card Policy

**Agenda Item #4:** Consideration of Directing the Planning Commission to Evaluate Existing Parking Requirements in Chapter 16 of the Paonia Municipal Code, and To Make Recommendations for Editing the Code.

Discussion includes the Parking Study and Survey completed by the Public Safety Committee. Continuation of discussion re: parking survey results presented by the Public Safety Committee at the June 25 meeting.

Discussion on coordinating with Sustainable Futures for the Code Revision in conjunction with this request.

**Agenda Item #5:** Consideration of Approval to Purchase Four (4) Fully-Outfitted Patrol Vehicles from the Olathe Police Department

**Mayor & Trustee Reports**

**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.

**Minutes**  
**Regular Town Board Meeting**  
**Town of Paonia, Colorado**  
**July 09, 2024**

**RECORD OF PROCEEDINGS**

Mayor Smith calls the meeting to order at 6:30 PM.

**Roll Call**

PRESENT

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

**Approval of Agenda**

Trustee Swartz makes a motion, seconded by Trustee Hunter, to approve the agenda.

The motion carries unanimously.

**Announcements**

Trustee Swartz reads community 'Appreciations'.

**Public Comment**

- S. Naft: comments about Cherry Days and the stage in Town Park.
- A. Michaelson: comments about 'Appreciations', parking, flags, & public comments.
- B. Degraffis: comments about governmental overreach and private rights
- B. Johnson: comments on the River Park.
- M. Nierenberger: comments on flags.
- A. Hoffman: comments on community and water.

K. von Gontard: comments on subjects in meeting.

S. Watson: comments on social issues

C. Patterson: comments on Cherry Days

M. Johnson: comments on social issues

**Consent Agenda**

Mayor Smith and Town Administrator Wynn explain a new process for approving disbursements.

Trustee Stelter makes a motion, seconded by Mayor Pro-Tem Valentine, to approve the Consent Agenda.

The motion carries unanimously.

**Staff Reports**

Town Administrator Wynn goes through the highlights of his Administrator report and answers questions.

Police Chief Laiminger goes through highlights of his report and answers questions.

**Actions & Presentations**

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

Agenda Item # 1: Discussion by Board of Trustees and Staff about Legacy Events

Public Comments:

S. Watson: Comments on conflicting Codes

S. Naft: Comments on fees

Board Discussion:

Volunteer driven vs commercial operation, whether they would need to come before the Board, is revenue enough to waive the fees in perpetuity, codifying individual corporations into law, which events pay,

Mayor Pro-Tem Valentine makes a motion, seconded by Trustee Stelter to table this discussion until staff can bring back more detailed information.

The motion carries unanimously.

Agenda Item #2: Consideration of Approval of Resolution 10-2024 Appointing Town Attorney- Clayton Buchner, CMB Law

Trustee Stelter makes a motion, seconded by Trustee Czech to approve Resolution 10-2024 Appointing Clayton Buchner, CMB Law the Town Attorney

The motion carries unanimously.

Agenda Item #3: Consideration of Lease of Town Property to Big B's for Event Parking & Camping

Jeff Swartz presents their request of leasing the adjacent town property.

Board Deliberation-

Questions about sewer facility security, insurance liability, indemnity, access and parking plans, staff recommendations, security details, optional properties for lease, legal exposure, duty of care, compaction, additional insurance requirements and Turner Ditch agreement.

Trustee Swartz makes a motion. seconded by Trustee Stelter to direct Town Staff to move forward with working out and agreement with Big B's Delicious Orchards to lease the property at 3 3rd Street for parking for their event and bring the agreement back to the Board of Trustees.

The motion carries unanimously.

Agenda Item #4: Consideration of Directing the Planning Commission to Evaluate Existing Parking Requirements in Chapter 16 of the Paonia Municipal Code, and To Make Recommendations for Editing the Code.

Trustee Swartz makes a motion, seconded by Trustee Brunner, to table this item until additional information from Sustainable Futures is available.

The motion carries unanimously.

**Mayor & Trustee Reports**

**Adjournment**

The meeting adjourns at 8:58 PM.

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Samira M Vetter, Town Clerk

\_\_\_\_\_  
Paige Smith, Mayor

*KL - 7/19/24  
PS - 7/19/24*

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
<b>ADP, INC</b>								
1352	ADP, INC	665759129	Admin Allocation	07/12/2024	20.28		10-41-31 DUES & SUBSCRIPTIONS	07/31/2024
1352	ADP, INC	665759129	PD Allocation	07/12/2024	20.28		10-42-31 DUES & SUBSCRIPTIONS	07/31/2024
1352	ADP, INC	665759129	Streets Allocation	07/12/2024	20.28		10-45-31 DUES & SUBSCRIPTIONS	07/31/2024
1352	ADP, INC	665759129	Parks Allocation	07/12/2024	20.28		10-46-31 DUES & SUBSCRIPTIONS	07/31/2024
1352	ADP, INC	665759129	Water Allocation	07/12/2024	40.55		60-50-31 DUES & SUBSCRIPTIONS	07/31/2024
1352	ADP, INC	665759129	WW Allocation	07/12/2024	40.55		70-51-31 DUES & SUBSCRIPTIONS	07/31/2024
1352	ADP, INC	665759129	Sanitation Allocation	07/12/2024	40.54		80-52-31 DUES & SUBSCRIPTIONS	07/31/2024
Total ADP, INC:					202.76			
<b>AFLAC</b>								
749	AFLAC	437122	AFLAC ACH	06/25/2024	97.08		10-0225 AFLAC COVERAGE	07/31/2024
Total AFLAC:					97.08			
<b>All Copy Products Inc</b>								
1268	All Copy Products Inc	5030573754	COPIER COVERAGE 07/27/2024	07/12/2024	621.81		60-50-25 SHOP EXPENSE	07/31/2024
1268	All Copy Products Inc	5030573754	COPIER COVERAGE 07/27/2024	07/12/2024	99.43		10-41-25 TOWN HALL EXPENSE	07/31/2024
1268	All Copy Products Inc	5030573754	COPIER COVERAGE 07/27/2024	07/12/2024	99.43		70-51-25 SHOP EXPENSE	07/31/2024
1268	All Copy Products Inc	5030573754	COPIER COVERAGE 07/27/2024	07/12/2024	99.44		80-52-25 SHOP EXPENSE	07/31/2024
Total All Copy Products Inc:					920.11			
<b>AMAZON BUSINESS</b>								
1341	AMAZON BUSINESS	1HWJ-MPFT-9	BRASS COUPLERS FOR LEES P	07/01/2024	330.54		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	VGA TO HDMI CABLE ADAPTER	07/01/2024	11.99		10-42-16 OPERATING SUPPLIES	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	BRASS COUPLERS	07/01/2024	259.71		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	HAND SANITIZER	07/01/2024	37.98		10-41-15 OFFICE SUPPLIES	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	HANGING FOLDERS (LETTER S	07/01/2024	12.74		10-41-15 OFFICE SUPPLIES	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	MONITOR PRIVACY SCREENS	07/01/2024	59.99		10-42-15 OFFICE SUPPLES	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	FLAG POLE KIT	07/01/2024	143.75		10-41-25 TOWN HALL EXPENSE	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	PAPER TOWELS FOR PW	07/01/2024	74.00		10-46-25 SHOP EXPENSE	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	TACTICAL POUCH HOLDER	07/01/2024	69.15		10-42-16 OPERATING SUPPLIES	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	IVERY LABELS	07/01/2024	21.99		10-41-15 OFFICE SUPPLIES	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	SHIPPING & HANDLING	07/01/2024	32.83		10-41-17 POSTAGE	07/31/2024
1341	AMAZON BUSINESS	1HWJ-MPFT-9	CREDITS	07/01/2024	17.96		10-41-17 POSTAGE	07/31/2024
Total AMAZON BUSINESS:					1,036.71			
<b>Anyway Plumbing</b>								
1263	Anyway Plumbing	06182024	PARTS FOR 2MG BACKFLOW D	06/18/2024	4,706.00		60-50-22 REPAIRS & MAINTENANCE	07/31/2024



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total Anyway Plumbing:					4,706.00			
<b>BARDESSONA, BRAD</b>								
1395	BARDESSONA, BRAD	BARDESSONA	FUEL 06232024	07/01/2024	46.00		10-42-23 VEHICLE EXPENSE	07/31/2024
1395	BARDESSONA, BRAD	BARDESSONA	FUEL 06292024	07/01/2024	37.52		10-42-23 VEHICLE EXPENSE	07/31/2024
Total BARDESSONA, BRAD:					83.52			
<b>Caselle, Inc</b>								
21	Caselle, Inc	134056	Admin	07/01/2024	70.75		10-43-33 DATA PROCESSING	07/31/2024
21	Caselle, Inc	134056	PD	07/01/2024	70.75		10-42-33 Data Processing	07/31/2024
21	Caselle, Inc	134056	Build	07/01/2024	70.75		10-43-33 DATA PROCESSING	07/31/2024
21	Caselle, Inc	134056	Streets	07/01/2024	42.45		10-45-31 DUES & SUBSCRIPTIONS	07/31/2024
21	Caselle, Inc	134056	Parks	07/01/2024	28.30		10-46-42 CONTRACT SERVICES	07/31/2024
21	Caselle, Inc	134056	Water	07/01/2024	466.95		60-50-33 DATA PROCESSING	07/31/2024
21	Caselle, Inc	134056	Sewer	07/01/2024	466.95		70-51-33 DATA PROCESSING	07/31/2024
21	Caselle, Inc	134056	Trash	07/01/2024	198.10		80-52-33 DATA PROCESSING	07/31/2024
Total Caselle, Inc:					1,415.00			
<b>City Of Grand Junction</b>								
673	City Of Grand Junction	2024-0007330	DEC. 2023 LAB TESTING	01/01/2024	131.00		60-50-20 LEGAL, ENGINEERING & PR	07/31/2024
Total City Of Grand Junction:					131.00			
<b>Column Software PBC</b>								
1183	Column Software PBC	8DFD59D8-007	PUBLIC NOTICE OF DCI 000507	07/10/2024	46.64		10-41-30 PUBLISHING & ADS	07/31/2024
1183	Column Software PBC	8DFD59D8-007	PUBLIC NOTICE OF DCI000510	07/11/2024	44.88		10-41-30 PUBLISHING & ADS	07/31/2024
Total Column Software PBC:					91.52			
<b>Cooleys Heating &amp; Cooling Inc</b>								
1282	Cooleys Heating & Cooling Inc	2695	A/C (3X) SERVICE	07/11/2024	147.67		10-41-25 TOWN HALL EXPENSE	07/31/2024
Total Cooleys Heating & Cooling Inc:					147.67			
<b>DAVIS, LEONA</b>								
1399	DAVIS, LEONA	DAVIS-REIMB-	CUSTOMER REFUND FOR CRE	07/01/2024	126.50		60-50-40 MISCELLANEOUS	07/31/2024
Total DAVIS, LEONA:					126.50			
<b>Delta County Landfill</b>								
56	Delta County Landfill	423877	Landfill Fee	07/05/2024	392.00		80-52-42 LANDFILL FEES	07/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
56	Delta County Landfill	424109	Landfill Fee	07/08/2024	426.75		80-52-42 LANDFILL FEES	07/31/2024
56	Delta County Landfill	424470	Landfill Fee	07/12/2024	477.25		80-52-42 LANDFILL FEES	07/31/2024
Total Delta County Landfill:					1,296.00			
<b>DELTA COUNTY MEMORIAL HOSPITAL</b>								
1333	DELTA COUNTY MEMORIAL HO	06052024	DUI BLOOD DRAWN	06/05/2024	17.00		10-42-20 LEGAL, ENGINEERING & PR	07/31/2024
Total DELTA COUNTY MEMORIAL HOSPITAL:					17.00			
<b>Delta Montrose Electric Assn.</b>								
43	Delta Montrose Electric Assn.	DMEA-MULTIP	Account 3080095000	06/04/2024	1,375.52		60-50-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	DMEA-MULTIP	Account 3080629100	06/04/2024	196.26		60-50-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	DMEA-MULTIP	Account 3100701901	06/04/2024	155.29		60-50-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	DMEA-MULTIP	Account 3100003000	06/04/2024	41.39		60-50-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	DMEA-MULTIP	Account 3080270000	06/04/2024	37.60		10-46-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	3200125000 - 06/10/2024	06/10/2024	692.16		60-50-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	3200690300 - 06/10/2024 - 50% -	06/10/2024	109.17		10-41-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	3200690300 - 06/10/2024 - 50% -	06/10/2024	109.18		10-42-29 TELEPHONE & INTERNET	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	3140305400 - 06/10/2024	06/10/2024	142.86		10-46-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	3180027500 - 06/10/2024	06/10/2024	115.51		10-45-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	3140124001 - 06/10/2024	06/10/2024	100.42		10-45-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	3120200000 - 06/10/2024	06/10/2024	62.47		10-46-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	20992900 - 06/10/2024	06/10/2024	36.18		10-46-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	3140308201 - 06/10/2024	06/10/2024	31.33		10-45-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	3140015008 - 06/10/2024	06/10/2024	30.50		10-46-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	9805013000 - 06/10/2024	06/10/2024	30.50		10-46-28 UTILITIES	07/31/2024
43	Delta Montrose Electric Assn.	MULTIPLE-061	20886100 - 06/10/2024	06/10/2024	3,070.85		70-51-28 UTILITIES	07/31/2024
Total Delta Montrose Electric Assn.:					6,337.19			
<b>Dependable Lumber, Inc.</b>								
46	Dependable Lumber, Inc.	2407-042356	rollers and trays for painting gaze	07/01/2024	10.28		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
46	Dependable Lumber, Inc.	2407-042777	55gal Bags-Cherry Days	07/03/2024	51.96		10-46-25 SHOP EXPENSE	07/31/2024
46	Dependable Lumber, Inc.	2407-042929	Wasp and Hornet Spray	07/05/2024	15.98		80-52-25 SHOP EXPENSE	07/31/2024
46	Dependable Lumber, Inc.	2407-043375	Bolts, washers, nuts for street sig	07/08/2024	11.20		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
46	Dependable Lumber, Inc.	2407-043403	Bolts and nuts for street signs	07/08/2024	5.22		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
46	Dependable Lumber, Inc.	2407-043527	MTL Disc for shop	07/09/2024	17.16		10-46-16 OPERATING SUPPLIES	07/31/2024
46	Dependable Lumber, Inc.	2407-043550	Bolts and nuts for street signs	07/09/2024	26.25		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
46	Dependable Lumber, Inc.	2407-043665	Padlock for football field lights	07/09/2024	24.99		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
46	Dependable Lumber, Inc.	2407-043981	concrete for town park posts	07/11/2024	45.95		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
46	Dependable Lumber, Inc.	2407-044153	Gloves for Trash	07/12/2024	11.49		80-52-16 OPERATING SUPPLIES	07/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total Dependable Lumber, Inc.:					220.48			
<b>EAGLE WASH</b>								
1367	EAGLE WASH	854457	WATER USAGE FOR CAR WAS	06/15/2024	21.00		10-42-23 VEHICLE EXPENSE	07/31/2024
1367	EAGLE WASH	854457	WATER USAGE FOR CAR WAS	06/15/2024	15.83		10-46-23 VEHICLE EXPENSE	07/31/2024
1367	EAGLE WASH	854457	WATER USAGE FOR CAR WAS	06/15/2024	15.83		10-45-23 VEHICLE EXPENSE	07/31/2024
1367	EAGLE WASH	854457	WATER USAGE FOR CAR WAS	06/15/2024	15.83		60-50-23 VEHICLE EXPENSE	07/31/2024
1367	EAGLE WASH	854457	WATER USAGE FOR CAR WAS	06/15/2024	15.84		70-51-23 VEHICLE EXPENSE	07/31/2024
Total EAGLE WASH:					84.33			
<b>Elevate Fiber</b>								
986	Elevate Fiber	MULTIPLE-06	Internet - ACCOUNT 66210 - 06/1	06/12/2024	319.95		60-50-29 TELEPHONE & INTERNET	07/31/2024
986	Elevate Fiber	MULTIPLE-06	Internet - ACCOUNT 271710 - 06/	06/12/2024	129.94		60-50-29 TELEPHONE & INTERNET	07/31/2024
986	Elevate Fiber	MULTIPLE-06	Internet - ACCOUNT 1198710 06/	06/12/2024	79.95		10-45-29 TELEPHONE & INTERNET	07/31/2024
986	Elevate Fiber	MULTIPLE-06	Internet - ACCOUNT 1277710 - 0	06/12/2024	79.95		70-51-29 TELEPHONE & INTERNET	07/31/2024
Total Elevate Fiber:					609.79			
<b>Empower Trust Company LLC</b>								
1190	Empower Trust Company LLC	P07122024	Retirement Plan PPE	07/12/2024	3,224.21		10-0220 RETIREMENT PLAN	07/31/2024
Total Empower Trust Company LLC:					3,224.21			
<b>Gambles of Hotchkiss, Inc</b>								
960	Gambles of Hotchkiss, Inc	272413	CONTRACTOR BAGS AND POS	07/03/2024	45.39		10-46-25 SHOP EXPENSE	07/31/2024
Total Gambles of Hotchkiss, Inc:					45.39			
<b>GILLESPIE, AMBER</b>								
1400	GILLESPIE, AMBER	GILLESPIE-RI	CUSTOMER REIMB. FOR CREDI	07/01/2024	140.37		60-50-40 MISCELLANEOUS	07/31/2024
Total GILLESPIE, AMBER:					140.37			
<b>Hach Company Inc</b>								
74	Hach Company Inc	14088984	FILTERTRAK 660 CALIBRATION	06/28/2024	1,081.00		60-50-16 OPERATING SUPPLIES	07/31/2024
Total Hach Company Inc:					1,081.00			
<b>Lasting Impressions</b>								
98	Lasting Impressions	29040	6 NEW NAME TAGS FOR BOAR	05/11/2024	72.00		10-41-01 MAYOR & TRUSTEES	07/31/2024
98	Lasting Impressions	29082	NAME TAGS, SERVICING SINCE	06/24/2024	234.00		10-42-16 OPERATING SUPPLIES	07/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total Lasting Impressions:					306.00			
<b>MCCARNEY, MICHAEL</b>								
1396	MCCARNEY, MICHAEL	MCCARNEY-R	REFFUND FOR ZONING VERIF.	06/05/2024	50.00		10-32-04 SPECIAL REVIEWS	07/31/2024
Total MCCARNEY, MICHAEL:					50.00			
<b>Mesa County Health Dept Labs</b>								
763	Mesa County Health Dept Labs	10484	LAB TESTING 233 NIAGRA AVE.	07/03/2024	25.00		60-50-20 LEGAL, ENGINEERING & PR	07/31/2024
763	Mesa County Health Dept Labs	10495	LAB TESTING 401 SECOND STR	07/03/2024	25.00		60-50-20 LEGAL, ENGINEERING & PR	07/31/2024
Total Mesa County Health Dept Labs:					50.00			
<b>NAPA - Paonia Auto Parts</b>								
122	NAPA - Paonia Auto Parts	413105	OIL	07/10/2024	76.04		80-52-23 VEHICLE EXPENSE	07/31/2024
Total NAPA - Paonia Auto Parts:					76.04			
<b>NORTH FORK MOSQUITO ABATEMENT DISTRICT</b>								
1397	NORTH FORK MOSQUITO ABAT	2024	2024 MOSQUITOI CONTROL CO	07/01/2024	1,000.00		70-51-31 DUES & SUBSCRIPTIONS	07/31/2024
1397	NORTH FORK MOSQUITO ABAT	2024	2024 MOSQUITOI CONTROL CO	07/01/2024	500.00		10-46-31 DUES & SUBSCRIPTIONS	07/31/2024
1397	NORTH FORK MOSQUITO ABAT	2024	2024 MOSQUITOI CONTROL CO	07/01/2024	500.00		10-41-31 DUES & SUBSCRIPTIONS	07/31/2024
Total NORTH FORK MOSQUITO ABATEMENT DISTRICT:					2,000.00			
<b>North Fork Service (Reedy's)</b>								
141	North Fork Service (Reedy's)	237401	Fuel - Police Pickup Truck	06/03/2024	95.45		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237402	PW-FUEL	06/04/2024	19.43		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237402	PW-FUEL	06/04/2024	19.43		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237402	PW-FUEL	06/04/2024	19.43		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237402	PW-FUEL	06/04/2024	19.43		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237402	PW-FUEL	06/04/2024	19.43		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237403	PW-FUEL	06/05/2024	1.95		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237403	PW-FUEL	06/05/2024	1.95		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237403	PW-FUEL	06/05/2024	1.95		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237403	PW-FUEL	06/05/2024	1.95		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237403	PW-FUEL	06/05/2024	1.93		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237404	PW-FUEL	06/06/2024	16.80		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237404	PW-FUEL	06/06/2024	16.80		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237404	PW-FUEL	06/06/2024	16.80		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237404	PW-FUEL	06/06/2024	16.80		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237404	PW-FUEL	06/06/2024	16.80		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237405	Fuel - Police A4	06/06/2024	33.00		10-42-23 VEHICLE EXPENSE	07/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
141	North Fork Service (Reedy's)	237406	Fuel - Police A1	06/10/2024	30.50		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237407	PW-FUEL	06/10/2024	27.80		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237407	PW-FUEL	06/10/2024	27.80		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237407	PW-FUEL	06/10/2024	27.80		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237407	PW-FUEL	06/10/2024	27.80		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237407	PW-FUEL	06/10/2024	27.80		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237408	Fuel - Police A5	06/10/2024	50.50		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237409	PW-FUEL	06/10/2024	14.97		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237409	PW-FUEL	06/10/2024	14.97		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237409	PW-FUEL	06/10/2024	14.97		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237409	PW-FUEL	06/10/2024	14.97		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237409	PW-FUEL	06/10/2024	14.97		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237410	PW-FUEL	06/12/2024	13.81		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237410	PW-FUEL	06/12/2024	13.81		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237410	PW-FUEL	06/12/2024	13.81		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237410	PW-FUEL	06/12/2024	13.81		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237410	PW-FUEL	06/12/2024	13.81		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237411	Fuel - Police A2	06/13/2024	55.00		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237412	Fuel - Police A4	06/13/2024	53.15		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237413	Fuel - Police A6	06/13/2024	34.00		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237414	Fuel - Police A1	06/17/2024	30.21		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237415	PW-FUEL	06/17/2024	23.71		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237415	PW-FUEL	06/17/2024	23.71		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237415	PW-FUEL	06/17/2024	23.71		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237415	PW-FUEL	06/17/2024	23.71		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237415	PW-FUEL	06/17/2024	23.71		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237416	Tire Repair	06/17/2024	48.80		10-42-22 REPAIRS & MAINTENANCE	07/31/2024
141	North Fork Service (Reedy's)	237417	Fuel - Police Pickup Truck	06/20/2024	100.37		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237418	PW-FUEL	06/20/2024	24.40		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237418	PW-FUEL	06/20/2024	24.40		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237418	PW-FUEL	06/20/2024	24.40		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237418	PW-FUEL	06/20/2024	24.40		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237418	PW-FUEL	06/20/2024	24.40		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237419	Fuel - Police A4	06/20/2024	57.51		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237420	PW-FUEL	06/20/2024	22.50		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237420	PW-FUEL	06/20/2024	22.50		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237420	PW-FUEL	06/20/2024	22.50		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237420	PW-FUEL	06/20/2024	22.50		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237420	PW-FUEL	06/20/2024	22.52		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237421	Fuel - Black & White Unit	06/21/2024	29.66		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237422	Fuel - Police A6	06/22/2024	32.20		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237423	PW-FUEL	06/26/2024	19.65		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237423	PW-FUEL	06/26/2024	19.65		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237423	PW-FUEL	06/26/2024	19.65		10-46-23 VEHICLE EXPENSE	07/31/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
141	North Fork Service (Reedy's)	237423	PW-FUEL	06/26/2024	19.65		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237423	PW-FUEL	06/26/2024	19.65		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237424	Fuel - Police Pickup Truck	06/26/2024	63.30		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237425	Tire Repair	06/26/2024	40.00		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237426	PW-FUEL	06/26/2024	24.43		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237426	PW-FUEL	06/26/2024	24.43		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237426	PW-FUEL	06/26/2024	24.43		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237426	PW-FUEL	06/26/2024	24.43		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237426	PW-FUEL	06/26/2024	24.41		70-51-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237427	Fuel - Police A5	06/26/2024	40.00		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	237428	Fuel - Police A6	06/28/2024	35.00		10-42-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	863350	PW-FUEL	06/03/2024	4.89		60-50-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	863350	PW-FUEL	06/03/2024	4.89		10-45-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	863350	PW-FUEL	06/03/2024	4.89		10-46-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	863350	PW-FUEL	06/03/2024	4.89		80-52-23 VEHICLE EXPENSE	07/31/2024
141	North Fork Service (Reedy's)	863350	PW-FUEL	06/03/2024	4.91		70-51-23 VEHICLE EXPENSE	07/31/2024
Total North Fork Service (Reedy's):					1,900.35			
<b>Paonia Farm &amp; Home Supply Inc</b>								
125	Paonia Farm & Home Supply Inc	190449	Paint	05/30/2024	47.68		10-42-15 OFFICE SUPPLES	07/31/2024
125	Paonia Farm & Home Supply Inc	194651	55 gal trashbags for cherry days	07/03/2024	67.96		10-46-16 OPERATING SUPPLIES	07/31/2024
125	Paonia Farm & Home Supply Inc	195118	42 Gal Trash Bags for Park	07/09/2024	18.99		10-46-16 OPERATING SUPPLIES	07/31/2024
125	Paonia Farm & Home Supply Inc	195185	Hose Clamp for Apple Valley Park	07/09/2024	13.16		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
125	Paonia Farm & Home Supply Inc	195396	42 Gal and 55 gal trash bags	07/10/2024	54.97		10-46-16 OPERATING SUPPLIES	07/31/2024
125	Paonia Farm & Home Supply Inc	195403	PVC and parts Lees Trailer Park	07/10/2024	13.50		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
125	Paonia Farm & Home Supply Inc	195405	Steel Goods and Fasteners	07/10/2024	3.36		10-46-16 OPERATING SUPPLIES	07/31/2024
125	Paonia Farm & Home Supply Inc	195440	Steel Goods and Fasteners	07/11/2024	7.39		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
125	Paonia Farm & Home Supply Inc	195462	HVAC filters for unit serviced	07/11/2024	14.99		10-41-22 REPAIRS & MAINTENANCE	07/31/2024
125	Paonia Farm & Home Supply Inc	195462	HVAC filters for unit serviced	07/11/2024	14.99		10-42-22 REPAIRS & MAINTENANCE	07/31/2024
125	Paonia Farm & Home Supply Inc	195647	Handle and Shovel	07/12/2024	68.97		10-46-16 OPERATING SUPPLIES	07/31/2024
Total Paonia Farm & Home Supply Inc:					325.96			
<b>Phonz +</b>								
499	Phonz +	17028	Water	07/03/2024	44.99		60-50-31 DUES & SUBSCRIPTIONS	07/31/2024
499	Phonz +	17028	Sewer	07/03/2024	44.99		70-51-31 DUES & SUBSCRIPTIONS	07/31/2024
499	Phonz +	17028	General	07/03/2024	44.99		10-41-31 DUES & SUBSCRIPTIONS	07/31/2024
499	Phonz +	17028	Sanitation	07/03/2024	44.98		80-52-31 DUES & SUBSCRIPTIONS	07/31/2024
Total Phonz +:					179.95			
<b>Psychological Resources</b>								
1002	Psychological Resources	2404043	PSYCHOLOGICAL EVALUATION	04/04/2024	150.00		10-42-20 LEGAL, ENGINEERING & PR	07/31/2024

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Total Psychological Resources:					150.00			
<b>Rhinehart Oil Co.</b>								
1224	Rhinehart Oil Co.	80474CT	FUEL	06/30/2024	465.33		80-52-23 VEHICLE EXPENSE	07/31/2024
Total Rhinehart Oil Co.:					465.33			
<b>ROYAL TOWING AND RECOVERY LLC</b>								
1398	ROYAL TOWING AND RECOVER	24-00463	POLICE INPOUND OF VEHICLE	07/02/2024	327.57		10-42-20 LEGAL, ENGINEERING & PR	07/31/2024
Total ROYAL TOWING AND RECOVERY LLC:					327.57			
<b>Shums Coda Associates</b>								
1170	Shums Coda Associates	18124	PLAN REVIEW SVS FOR JUNE 2	07/15/2024	300.00		10-43-20 LEGAL, ENGINEERING & PR	07/31/2024
Total Shums Coda Associates:					300.00			
<b>TDS Telecom</b>								
156	TDS Telecom	970-527-4642-	Telephone+Internet FOR SEWER	07/10/2024	232.73		60-50-29 TELEPHONE & INTERNET	07/31/2024
Total TDS Telecom:					232.73			
<b>The Place I Go</b>								
897	The Place I Go	TPIG 7932	Drug SCREEN TESTING - BYRG	06/27/2024	63.00		80-52-20 LEGAL, ENGINEERING & PR	07/31/2024
Total The Place I Go:					63.00			
<b>UNCC</b>								
161	UNCC	224061105	WATER RTL Transmissions	06/30/2024	12.90		70-51-20 LEGAL, ENGINEERING & PR	07/31/2024
161	UNCC	224061105	WW RTL Transmissions	06/30/2024	12.90		60-50-20 LEGAL, ENGINEERING & PR	07/31/2024
Total UNCC:					25.80			
<b>United Merchants Bank</b>								
1371	United Merchants Bank	06052024	mortar for retaining wall. Shop vac	06/01/2024	324.96		80-52-16 OPERATING SUPPLIES	07/31/2024
1371	United Merchants Bank	06052024	mortar for retaining wall. Shop vac	06/01/2024	324.96		10-46-22 REPAIRS & MAINTENANCE	07/31/2024
1371	United Merchants Bank	06052024	fuel for street sweeper	06/01/2024	101.00		10-45-22 REPAIRS & MAINTENANCE	07/31/2024
1371	United Merchants Bank	06052024	officer businesscards	06/01/2024	72.34		10-42-16 OPERATING SUPPLIES	07/31/2024
1371	United Merchants Bank	06052024	p24-0067 flash drive for forensic d	06/01/2024	21.77		10-42-15 OFFICE SUPPLIES	07/31/2024
1371	United Merchants Bank	06052024	lunch-travel	06/01/2024	6.40		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2024
1371	United Merchants Bank	06052024	remaining 3 certified letters sent o	06/01/2024	26.19		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	certified letters for Christian Fello	06/01/2024	148.41		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	Certified letters for public hearing	06/01/2024	165.87		10-41-17 POSTAGE	07/31/2024

*was reimbursed by employee*

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1371	United Merchants Bank	06052024	IIMC Course-Crucial Conversation	06/01/2024	60.00		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2024
1371	United Merchants Bank	06052024	Certified letter to Erik Gilbertson fr	06/01/2024	8.73		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	Certified letter to Erik Gilbertson (	06/01/2024	8.73		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	Certified letters for public hearing	06/01/2024	165.87		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	Certified letters regarding 215 W.	06/01/2024	113.49		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	Clerk Certification Training	06/01/2024	60.00		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2024
1371	United Merchants Bank	06052024	settings of meetings, tours and sm	06/01/2024	83.40		10-41-31 DUES & SUBSCRIPTIONS	07/31/2024
1371	United Merchants Bank	06052024	membership for working towards H	06/01/2024	264.00		10-41-31 DUES & SUBSCRIPTIONS	07/31/2024
1371	United Merchants Bank	06052024	office desk	06/01/2024	424.00		10-41-40 MISCELLANEOUS	07/31/2024
1371	United Merchants Bank	06052024	cell phones and mobile data units	06/01/2024	112.92		10-42-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	cell phones and mobile data units	06/01/2024	18.82		10-45-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	cell phones and mobile data units	06/01/2024	18.82		10-46-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	cell phones and mobile data units	06/01/2024	94.10		60-50-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	cell phones and mobile data units	06/01/2024	94.10		70-51-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	cell phones and mobile data units	06/01/2024	37.64		80-52-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	budget submission for considerati	06/01/2024	345.00		10-41-40 MISCELLANEOUS	07/31/2024
1371	United Merchants Bank	06052024	2024 symposium for local governm	06/01/2024	395.00		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2024
1371	United Merchants Bank	06052024	2024 CCCMA conference registrat	06/01/2024	470.00		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2024
1371	United Merchants Bank	06052024	degreaser	06/01/2024	45.00		60-50-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	degreaser	06/01/2024	45.00		70-51-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	fuel for trash truck	06/01/2024	109.48		80-52-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	fuel for trash truck	06/01/2024	132.55		80-52-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	for propane burner to heat asphalt	06/01/2024	59.62		10-45-22 REPAIRS & MAINTENANCE	07/31/2024
1371	United Merchants Bank	06052024	windsheild replacement	06/01/2024	174.50		60-50-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	windsheild replacement	06/01/2024	174.50		70-51-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	regulator replacement	06/01/2024	453.32		60-50-22 REPAIRS & MAINTENANCE	07/31/2024
1371	United Merchants Bank	06052024	modulating valve replacement for	06/01/2024	1,593.25		60-50-22 REPAIRS & MAINTENANCE	07/31/2024
1371	United Merchants Bank	06052024	sindshield replacement	06/01/2024	218.34		60-50-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	windshield replacement	06/01/2024	218.33		70-51-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	windshield replacement	06/01/2024	218.33		10-45-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	fuel for street sweeper	06/01/2024	99.31		10-45-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	water/waste water sailies. metere,	06/01/2024	432.00		60-50-31 DUES & SUBSCRIPTIONS	07/31/2024
1371	United Merchants Bank	06052024	water/waste water sailies. metere,	06/01/2024	432.00		70-51-31 DUES & SUBSCRIPTIONS	07/31/2024
1371	United Merchants Bank	06052024	water/waste water sailies. metere,	06/01/2024	432.00		10-45-31 DUES & SUBSCRIPTIONS	07/31/2024
1371	United Merchants Bank	06052024	replace broken patrol vehicle wind	06/01/2024	1,450.00		10-42-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	certified VIN training	06/01/2024	14.10		10-42-26 TRAVEL, MEETINGS & TRAI	07/31/2024
1371	United Merchants Bank	06052024	Certified VIN training	06/01/2024	87.00		10-42-26 TRAVEL, MEETINGS & TRAI	07/31/2024
1371	United Merchants Bank	06052024	4-25-24 certified letters for Christ	06/01/2024	174.60		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	4-10-2024 2nd half of mailing for	06/01/2024	87.30		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	4-10-2024 half of the TLC public h	06/01/2024	96.03		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	4-10-2024 last remaining TLC cert	06/01/2024	8.73		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	Certified letter (bill) to Erik Gilbert	06/01/2024	8.73		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	06052024	gift for outgoing Mayor Pro-Tem K	06/01/2024	62.63		10-41-40 MISCELLANEOUS	07/31/2024
1371	United Merchants Bank	06052024	Stelter, CML conference	06/01/2024	340.00		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2024



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1371	United Merchants Bank	06052024	CCCMA Hotel, Scholarship will rei	06/01/2024	480.81		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2024
1371	United Merchants Bank	06052024	plaque for outgoing mayor	06/01/2024	116.90		10-41-40 MISCELLANEOUS	07/31/2024
1371	United Merchants Bank	06052024	GFOA budget review for FY-2024	06/01/2024	200.00		10-41-20 LEGAL, ENGINEERING & PR	07/31/2024
1371	United Merchants Bank	06052024	advertising for public works depart	06/01/2024	157.25		60-50-30 PUBLISHING & ADS	07/31/2024
1371	United Merchants Bank	06052024	advertising for public works depart	06/01/2024	157.25		70-51-30 PUBLISHING & ADS	07/31/2024
1371	United Merchants Bank	06052024	advertising for public works depart	06/01/2024	157.25		80-52-30 PUBLISHING & ADS	07/31/2024
1371	United Merchants Bank	06052024	advertising for public works depart	06/01/2024	157.25		10-45-30 PUBLISHING & ADS	07/31/2024
1371	United Merchants Bank	06052024	box fan to use at town hall due to l	06/01/2024	51.18		10-41-25 TOWN HALL EXPENSE	07/31/2024
1371	United Merchants Bank	06052024	business cards	06/01/2024	69.33		10-42-16 OPERATING SUPPLIES	07/31/2024
1371	United Merchants Bank	06052024	mouse pads	06/01/2024	65.16		10-42-15 OFFICE SUPPLES	07/31/2024
1371	United Merchants Bank	06052024	paypal	06/01/2024	29.55		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2024
1371	United Merchants Bank	06052024	t-mobile bill	06/01/2024	17.83		10-46-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	t-mobile bill	06/01/2024	17.83		10-46-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	t-mobile bill	06/01/2024	89.18		60-50-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	t-mobile bill	06/01/2024	89.18		70-51-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	t-mobile bill	06/01/2024	35.67		80-52-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	06052024	National Association of Parliament	06/01/2024	86.00		10-41-31 DUES & SUBSCRIPTIONS	07/31/2024
1371	United Merchants Bank	06052024	Colorado Municipal Clerks Institut	06/01/2024	1,369.27		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2024
1371	United Merchants Bank	06052024	t-mobile bill	06/01/2024	107.04		10-42-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	07012024	ZOOM PRO ANNUAL RENEWAL	07/01/2024	159.90		10-41-33 DATA PROCESSING	07/31/2024
1371	United Merchants Bank	07012024	WATER	07/01/2024	9.00		10-45-40 MISCELLANEOUS	07/31/2024
1371	United Merchants Bank	07012024	FUEL	07/01/2024	26.00		60-50-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	07012024	FUEL	07/01/2024	26.00		70-51-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	07012024	POLES FOR FLAG POLES ON G	07/01/2024	197.80		10-46-73 BUILDING IMPROVEMENTS	07/31/2024
1371	United Merchants Bank	07012024	FUEL	07/01/2024	81.35		80-52-23 VEHICLE EXPENSE	07/31/2024
1371	United Merchants Bank	07012024	BUSINESS CARDS	07/01/2024	44.87		10-42-16 OPERATING SUPPLIES	07/31/2024
1371	United Merchants Bank	07012024	POSTAGE	07/01/2024	5.70		10-42-16 OPERATING SUPPLIES	07/31/2024
1371	United Merchants Bank	07012024	BUSINESS CARDS	07/01/2024	47.28		10-42-16 OPERATING SUPPLIES	07/31/2024
1371	United Merchants Bank	07012024	CERTIFIED LTRS FOR FIONA'S	07/01/2024	241.50		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	07012024	ADDITIONAL WEIGHT STAMPS	07/01/2024	168.00		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	07012024	ADDITIONAL STAMPS	07/01/2024	136.00		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	07012024	MORE STAMPS FOR ADDITION	07/01/2024	340.00		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	07012024	2 BOXES OF USPS STAMPED E	07/01/2024	831.25		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	07012024	BUSINESS CARDS	07/01/2024	47.06		10-41-15 OFFICE SUPPLIES	07/31/2024
1371	United Merchants Bank	07012024	POSTAGE FOR MAILING WATS	07/01/2024	3.31		10-41-17 POSTAGE	07/31/2024
1371	United Merchants Bank	07012024	FLAG POLE FOR NEW FLAG AT	07/01/2024	71.17		10-41-25 TOWN HALL EXPENSE	07/31/2024
1371	United Merchants Bank	07012024	LAB TESTS	07/01/2024	100.00		70-51-32 FEES & PERMITS	07/31/2024
1371	United Merchants Bank	07012024	T-MOBILE BILL	07/01/2024	62.32		10-42-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	07012024	T-MOBILE BILL	07/01/2024	91.64		60-50-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	07012024	T-MOBILE BILL	07/01/2024	91.64		70-51-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	07012024	T-MOBILE BILL	07/01/2024	29.32		10-45-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	07012024	T-MOBILE BILL	07/01/2024	62.32		80-52-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	07012024	T-MOBILE BILL	07/01/2024	29.32		10-46-29 TELEPHONE & INTERNET	07/31/2024
1371	United Merchants Bank	07012024	HOTEL EXPENSE	07/01/2024	512.37		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2024

*parliamentarians  
entrance exam*

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1371	United Merchants Bank	07012024	BRICKS	07/01/2024	21.44		10-46-73 BUILDING IMPROVEMENTS	07/31/2024
1371	United Merchants Bank	07012024	WATER <i>distilled water for lab</i>	07/01/2024	11.34		60-50-16 OPERATING SUPPLIES	07/31/2024
Total United Merchants Bank:					18,035.00			
<b>Wain, Simon</b>								
1064	Wain, Simon	001	TREE WORK 7/9/24 - 324 ORCH	07/10/2024	700.00		10-45-02 CONTRACT LABOR	07/31/2024
1064	Wain, Simon	07042024	EMERGENCY TREE REMOVAL	07/04/2024	1,000.00		10-46-42 CONTRACT SERVICES	07/31/2024
Total Wain, Simon:					1,700.00			
Grand Totals:					48,201.36			

Board Meeting Date: \_\_\_\_\_

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

Finance Committee: \_\_\_\_\_

Finance Committee: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



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

<b>AGENDA ITEM:</b>	<b>CONSENT AGENDA</b> Renewal of 3rd Street Bistro Hotel and Restaurant Liquor License
<b>SUBMITTED BY:</b>	Ruben Santiago, Deputy Clerk
<b>DATE:</b>	July 18, 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>	20240708 - Lindas 3rd Street Bistro - 2024 Renewal Application_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

3RD STREET BISTRO  
PO BOX 422  
Paonia CO 81428-0422

Fees Due		20
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)	\$	
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>		\$ 625.00

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

NO

Licensee Name

LITTLE LINDA M

Doing Business As Name (DBA)

3RD STREET BISTRO

Liquor License Number

03-77767-0000

License Type

Hotel & Restaurant (city)

Sales Tax License Number

03777670000

Expiration Date

08/12/2024

Due Date

06/28/2024

#### Business Address

Street Address

212 3RD STREET

Phone Number

9705276146

City, State, ZIP Code

Paonia CO 81428-1700

#### Mailing Address

Street Address

PO BOX 422

City, State, ZIP Code

Paonia CO 81428-0422

Email

Operating Manager

Date of Birth

[REDACTED]

Home Address

Street Address		Phone Number
[Redacted] 3rd St.		[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.

3/22/2024

Name (Individual/Business)

22

Linda's 3rd St. Bistro

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[Redacted]

[Redacted]

[Redacted]

Street Address

212 3rd St

City

State ZIP Code

PAonia

Co.

81428

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

Linda Marie Little

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

Linda M Little

6/8<sup>th</sup>/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).

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

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

I, Linda M. Kittle

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

(the "Applicant/Licensee")

3rd St Bistro

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.

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

Kinda M. Little

Title

3rd St (owner)

Signature

*Kinda M. Little*

Date (MM/DD/YY)

July 8<sup>th</sup> / 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)





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

<b>AGENDA ITEM:</b>	<b>CONSENT AGENDA</b> Renewal of Paonia Purple INC Retail Marijuana License
<b>SUBMITTED BY:</b>	Ruben Santiago, Deputy Clerk
<b>DATE:</b>	July 18, 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>	\$ 2,375.00 - 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>	PAONIA 240702 Paonia Purple INC 402R-00933 Renewal Orig App.pdf 20240718 Paonia Purple Inc - Renewal Payment.pdf 20240718 Paonia Purple Inc - Lease Agreement.pdf 20240718 Paonia Purple Inc - Cert of Good Standing.pdf 20240718 Paonia Purple Inc - Bylaws.pdf

## LOCAL AUTHORITY E-COPY TRANSFER

**Renewal Application Information**

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**At this time, Social Equity Fees cannot be paid when utilizing online application submission.** Please use the hard copy applications, which can be dropped off or mailed to the MED Lakewood office, or an appointment can be made to submit the application in person at the MED Lakewood office.

**Renewal Application Instructions and Checklist**

Answer every question. If a question doesn't apply, indicate with an NA. 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, QII, or Mobile Hospitality, 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 - (use this only if a CBO is NOT filling out this application.)

**Business Information**

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Applicant's Legal Business Name : PAONIA PURPLE INC

License Number : 402R-00933

License Type : Retail Marijuana Store

License Expiration Date : 08/23/2024

Choose the type of grow if renewing a cultivation.

Indoor, Outdoor or Mixed :

If renewing a hospitality business, choose additional type below, (if applicable).

Mobile, etc. :

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) : 871502047

Colorado Sales Tax License # : 94939001-0000

Name of Registered Agent : Robyn Oster

Ownership Type : Corporation

## Physical Address

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Street Address of Marijuana Business : 204 2nd Street

City : Paonia

County : Delta

State : Colorado - CO

ZIP : 81428

Country : United States

Phone Number : 9703181025

Business Email : robyn@paoniapurpledispensary.com

## Mailing Address

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Mailing Address (include suite or apt. #) : PO Box 909

City : Paonia

County : Delta

State : Colorado - CO

Zip : 81428

Country : United States

## Primary Contact Person

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Primary Contact Person for Business (Full name) : Robyn Oster

Phone Number : (970)-318-1025

Email : robyn@paoniapurpledispensary.com

## Questions

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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.

SupportingDocumentation:

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 filing 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

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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 : Robyn

Middle Name : Rhonda

Last Name : Oster

Business Associated With : Paonia Purple Inc

Ownership Percentage in Controlling Entity/Parent Company : 49%

Ownership Percentage in Applicant : 49%

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name below.

First Name : Natalie

Middle Name : Ann

Last Name : Ricks

Business Associated With : Paonia Purple Inc

Ownership Percentage in Controlling Entity/Parent Company : 51%

Ownership Percentage in Applicant : 51%

If a CBO is NOT filling out this application, then upload a completed affirmation and release packet here for at least one Controlling Beneficial Owner.

affirmationpacket:

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 : Yes

 **Reminder!**  
Each owner must submit an Owner Renewal Application.

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

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 (Type NA if not applicable) : Town of Paonia

Local Licensing Authority Contact Name (if known) :

Contact Phone Number (if known) :

Contact Email (if known) :

Current License Status with Local Authority

Status : Active

Local License Expiration

Date of Expiration : 08/23/2024

## 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.

CopyofLocallicense:

RMJL 2023-4001 Paonia Purple.pdf

Paonia Purple Local Renewal Explanation.docx

Provide a list of any sanctions, penalties, assessments or cease and desist orders.

List here : none

### 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).

FinancialStatements:

Paonia Balance Sheet.pdf

Paonia Statement of Cash Flows (1).pdf

Paonia P&L.pdf

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

Yes/No : No

If available online, cite location.

Online Location :

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).

Agreements:

PaoniaPurple\_SecurityContract (1).pdf

Provide a copy of any management agreement(s).

Copyofmanagementagreements:

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).

Taxdocumentation:

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

Organizational Documents- Choose which is being provided.

Choose one : No Change

Upload document

Orgdocs:

Corporate Governance Document- Choose one

Choose one : No Change

Certificate of Good Standing from jurisdiction where Entity was formed. (If no change, click selection below).

CertificateGoodStanding:

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. : Lease

Upload proof of possession document here.

proofposdoc:

Paoina Lease expires 2025 (4).pdf

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.

Facility Diagrams:

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).

OrganizationalChart:

If no change to organizational chart, check box below.

No change to Org chart :

### Affirmation & Consent

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 : Robyn Oster

Date : 06/01/2024



## 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.

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 : Oster

Legal First Name : Robyn

Legal Middle Name : Rhonda

Signature : Robyn Oster

Date : 06/01/2024

## Investigation Authorization/Authorization to Release Information

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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 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 : Robyn Oster

Date : 06/01/2024

## 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 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 : Robyn Oster

Date : 06/01/2024

### Reasonable Care (Choose one)

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#### **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,

Field 11-2 : Robyn Oster

, as Controlling Beneficial Owner or Manager for

Field 11-5 : Paonia Purple, Inc.

, 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 : Robyn Oster

Date : 06/01/2024

#### **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,

Field 11-13 : Robyn Oster

, as Controlling Beneficial Owner or Manager for

Field 11-15 : Paonia Purple, Inc.

, 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 : Robyn Oster

Date : 06/01/2024

## 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.

uploadlistsanc:

Attach the most recent list of Non-Objecting Beneficial owners possessed by the PTC. (First renewal of the year only).

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.

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))

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 :

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

Yes/No :

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 :

### 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.

Field11-9sanc:

#### Questions

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

Current/Not 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 :

### 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.

listsanc:

Attach the most recent list of PBO's possessed by the QII.

pbosbytheqii:

**Questions**

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

Current/Not 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 :

**Addendum D- Mobile Hospitality**

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Vehicle Make :

Vehicle Model :

Vehicle Year :

License Plate Number :

VIN :

PUC Permit Number :

Is the mobile premises compliant with all state and local registration and permitting requirements?

Yes/No :

**Provide the following:**

- a. Documentation that the mobile licensed premises is owned or leased by the Marijuana Hospitality Business.
- b. The automatic Vehicle Identification Tag (if applicable).
- c. A copy of a valid permit issued by the Public Utilities Commission (PUC) to the licensed hospitality business.

Upload above required documents here (.HEIC file extensions NOT supported).

documentation:

**By signing below, you affirm that the mobile licensed premises has or will have the following prior to operation:**

- a. A global position system for tracking of the mobile licensed premises.
- b. Written standard operating procedures that address the logging of the route(s).
- c. Video surveillance inside of the licensed premises, including entry and exit points to the mobile licensed premises and the driver's area of the vehicle.
- d. Proper ventilation within the vehicle, which includes, if marijuana is smoked or vaped in the licensed premises, that air is not circulated into the driver's area of the licensed premises.

e. Policies and procedures to ensure that no Regulated Marijuana is possessed or consumed in the area designated to seat the driver and front seat passenger in the licensed premises.

f. Methods to ensure consumption activity is not visible outside the vehicle.

g. Policies, procedures or other measures to ensure that consumers are prohibited from entering the driver's area of the mobile licensed premises.

h. The Marijuana Hospitality Business license is displayed on the dashboard of the mobile licensed premises.

Signature :

Date :

### Affirmation of Complete Application

---

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

Field 14-2sign : Robyn Oster

Date : 06/01/2024

### Customer Survey

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**You can scroll to the bottom and click "Finish" to move directly to the PAYMENT SCREEN if you don't want to take the survey.**

**If you choose to take the survey, the PAYMENT SCREEN will come up after you click the "Finish" button. Your application is not completed until you have paid and reached the confirmation screen.**

We would like to know your experience with this online application process and if you have suggestions on how we can improve it. Please take a few minutes to complete this **VOLUNTARY** questionnaire to help us serve you better. (You may skip this survey and submit your application by clicking the finish button.) Thank you.

Please review the options below and tell us why you chose to apply online (please select all that apply):

Convenience :

Faster Service :

Time Savings :

I thought it was the only option :



Other :

Please tell us where you learned about the online application process.

Please tell us where you learned about the online application process. : Online/website

On a scale of 1-5, with 1 being not convenient and 5 being very convenient, how convenient was the online application for you to complete?

How convenient was the online application for you to complete? : 5- Very Convenient

On a scale of 1-5, with 1 being hard and 5 being very easy, did you find the online application process easy to understand?

Did you find the online application process easy to understand? : 5- Very easy to understand

On a scale of 1-5, with 1 being unsatisfied and 5 being very satisfied, rate your overall online application experience.

Please rate your overall online application experience. : 5- Very Satisfied

Do you have any comments to help us improve the online application process?

Comments : Easier every year! Thank you!

Would you like a team member to contact you about your comments?

Want to be contacted : No



**COLORADO**  
**Department of Revenue**  
Marijuana Enforcement Division  
1697 Cole Blvd., Suite 200  
Lakewood, CO 80401

July 2, 2024

PAONIA PURPLE INC  
Paonia Purple  
License Type: Retail Marijuana Store  
License #: 402R-00933  
Expiration date of license: 08/23/2024  
204 2nd Street  
Paonia, CO 81428

To whom it may concern:

The purpose of this correspondence is to inform you that should the renewal license investigation for PAONIA PURPLE INC continue past the date of expiration for the current license, the license will be administratively continued by the State Licensing Authority pursuant to 44-10-314 until the completion of the renewal license investigation. At the completion of the renewal license investigation, the Marijuana Enforcement Division will notify you of the outcome of the investigation.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Mendiola'.

Dominique Mendiola  
Senior Director

## **COMMERCIAL LEASE AGREEMENT**

This Lease Agreement (the "Lease"), dated this 1<sup>st</sup> day of July, (the "Effective Date"), is made by and between Chelsea A. Bookout and Shawn D. Larson, (hereafter referred to as "Landlord") and Paonia Purple, Inc., a Colorado corporation (hereafter referred to as "Tenant") and Robyn Oster and Natalie Ricks, Guarantors. Landlord, Tenant and Guarantors are referred to herein collectively as the "Parties," or individually as a "Party."

**WHEREAS**, Landlord is the owner of real property and improvements commonly known and numbered as 201 Grand Avenue, Paonia, CO 81428, a portion of which, described and depicted in Exhibit "A" attached hereto and by this reference incorporated herein shall constitute the subject property of this Lease Agreement (hereafter referred to as the "Premises").

**WHEREAS**, Landlord desires to lease the Premises to Tenant, and Tenant desires to lease the Premises from Landlord.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants, provisions, and agreements contained herein, and other good and valuable consideration, the Parties agree as follows:

### **ARTICLE I RENT, USE, AND TERM**

**Section 1.1 Incorporation of Recitals.** As set forth in the above, all recitals are incorporated herein by reference as material terms of this Lease.

**Section 1.2 Term.** The term of this Lease shall commence at 12:00 AM on July 1, 2022 and will continue and will end on June 30, 2025 at 11:59 pm (the "Term") unless terminated pursuant to any provision of this Lease.

**Section 1.3 Rent and Payments**

(a) Rent. Rent for the first year of the Term shall be payable in equal monthly installments of \$1,600.00 (U.S. Dollars) per month ("Rent").

(b) Additional Rent. All other sums due Landlord or others (e.g. utility companies) under this Lease, excluding any penalties, shall be deemed to be "Additional Rent."

(c) Rent Payment. Rent is due on the first day of each month. Rent for any period during the Term which is for less than one month shall be prorated and Tenant shall pay for each day the Tenant occupies the Premises. Rent not received by Landlord by the 5th day of any month will be subject to a late charge of ten percent (10%) of any payment not timely received. Rent shall be payable in lawful money of the United States of America to Landlord at the address stated in this Lease or to such other persons or at such other places as Landlord may designate in writing. Rent must be paid by local bank check, cashier's check, wire transfer or money order. No other form of payment will be accepted.

(d) On July 1, 2023, the landlord reserves the right to increase rent. The rent shall increase by a minimum of 10% and Maximum of 15%, and shall increase on July 1, on each year thereafter by a minimum of 10% and maximum of 15% of the then current Rent.

**Section 1.4 Security Deposit and Last Month's Rent:** Upon acceptance of this lease, Landlord shall forward the already paid \$1,100.00 to be credited toward the new lease terms as assurance that tenant shall faithfully keep and perform all the covenants and agreements herein contained. No later than sixty (60) days after termination of this lease said security deposit shall be returned to tenant, without interest, provided that landlord may deduct therefrom any sum due and owing under the terms of this lease and the cost of repairing any damages done to said leased premises and shall provide Tenant with a written itemization of any such deductions. In the event of a bona fide sale of the leased premises, Landlord shall have the right to transfer the security deposit to the purchaser to be held under the terms of this lease. Any such purchaser shall assume all the obligations of the landlord with respect to such security deposit and landlord shall be released from any and all further personal liability in connection therewith.

Tenant shall also pay to Landlord, at the commencement of this Lease Agreement, \$500.00 constituting the rent for the last month of this Lease Agreement when combined with the already paid \$1,100.00.

**Section 1.5 Tenant's Obligations Including Utilities, Etc.** Tenant shall pay all other costs and expenses relating to the Premises and the business carried on therein in accordance with the terms and provisions of this Lease. Tenant agrees that all duties and obligations to repair, maintain and provide utilities and services, to pay taxes and special assessments, and to pay

for casualty and liability insurance shall be borne solely by Tenant during the Term and any Holding Over periods. Without limiting the foregoing, Tenant shall contract in its own name and be responsible for maintaining and paying for all utilities used on the Premises including the following: telephone and internet and other utilities used exclusively by Tenant. Monthly trash, sewer, water, electricity and natural gas charges for the entire building shall be paid by the Landlord; however, Tenant shall pay to Landlord the pro-rated portion of such charges attributable to the Tenant's use of the Leased Premises as shall be determined exclusively by Landlord and billed to Tenant on a monthly basis.

**Section 1.6 Taxes.** During the Term hereof, Tenant shall pay, prior to delinquency, all business and other taxes, charges, notes, duties and assessments levied, and rates or fees imposed, charged, or assessed against or in respect of Tenant's occupancy of the Leased Premises and shall hold Landlord harmless from and against all payment of such taxes, charges, notes, duties, assessments, rates, and fees, and against all loss, costs, charges, notes, duties, assessments, rates, and fees, and any and all such taxes. Tenant shall cause said fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord. In the event any or all of Tenant's fixtures, furnishings, equipment, and other personal property shall be assessed and taxed with Landlord's real property, Tenant shall pay to Landlord Tenant's share of such taxes within twenty (20) calendar days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property. Landlord shall be responsible for payment of real estate taxes.

### **Section 1.7 Use**

(a) Use. The Premises will be used for any purpose or activity that is permitted under Colorado State law and the laws and regulations of Paonia, Colorado ("Permitted Use").

(b) Compliance with Law. At Tenant's expense, Tenant shall comply with all applicable state and local statutes, ordinances, rules, regulations, orders, restrictions of record, and requirements in effect during the Term regulating the Permitted Use. Tenant shall neither use nor permit the use of the Premises in any manner that will tend to create waste or a nuisance, excepting odors and waste that would reasonably be expected to arise from the Permitted Use. Landlord and Tenant agree that this Lease shall be fully enforceable in a state court of competent jurisdiction in Colorado, and hereby waive any defense as to the enforcement of this Lease based upon an "illegality of purpose" theory or other related defense(s), including a violation of the Controlled Substance Act, 21 U.S.C. § 801, *et. seq.*

(c) Signage. Tenant shall be allowed to place signs at locations selected by Tenant provided any such signs are permitted by applicable laws, zoning ordinances, and private restrictions and

provided that Landlord has provided its written consent thereto. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall remove said signs upon termination of this Lease and shall repair any damage to the Premises resulting from the removal of signs installed by Tenant.

(d) Parking. Tenant may utilize any parking areas serving the Premises, subject to any applicable zoning ordinances or private restrictions.

**Section 1.8 Conditions of Premises.** Tenant hereby accepts the Premises in its condition existing as of the date of possession hereunder, subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the Premises. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the suitability of the Premises for the conduct of Tenant's business.

**Section 1.9 Entry.** Landlord shall have the right to enter upon the Premises after giving Tenant twenty-four (24) hours' prior verbal or written notice, to inspect the same; provided, in case of emergency Landlord shall only be obligated to provide such notice as is practicable under the circumstances. Landlord agrees that Landlord will comply with any State or local laws relating to access to the Premises, including any licensure requirements. Landlord understands that Landlord may not be allowed to enter restricted access areas of the Premises except in emergency situations due to State and local regulations that govern Tenant's business, and Landlord and Tenant shall make such other arrangements as are practical to assure that Landlord may monitor compliance with this Lease within such areas.

**Section 1.10 Sublease and Assignment.** Tenant shall have no right to assign or sublease the Premises. **ARTICLE II**

## **MAINTENANCE, ALTERATIONS, DAMAGE, AND DESTRUCTION Section 2.1**

### **Maintenance and Alterations**

(a) Tenant's Obligations. Tenant, at Tenant's expense, shall keep in good order, condition and repair the Premises and interior thereof (whether or not the damaged portion of the Premises or

the means of repairing the same are reasonably or readily accessible to Tenant), including, without limiting the generality of the foregoing, janitorial and trash removal, interior walls and surfaces, ceilings, windows and doors. Tenant shall also be responsible for snow and ice removal on the sidewalks along the entire south wall of the building along Second Street.

(b) Landlord's Rights. If Tenant fails to perform Tenant's obligations under Section 2.1(a), Landlord may, at Landlord's option, enter upon the Premises upon reasonable notice to Tenant (except in the case of emergency, in which case no notice shall be required), perform such obligations on Tenant's behalf and put the Premises in good order, condition and repair, and Tenant shall promptly reimburse Landlord for any costs associated with such repairs and such reimbursement amounts shall constitute additional rent. Landlord shall keep in good order, condition and repair the exterior of the Premises, including without limitation, the driveways, entryways, parking areas, landscaped areas, fences, structural portions of buildings appurtenant to the Premises, sprinkler and fire suppression systems, heating, air conditioning and ventilating, the electrical, sewer and gas facilities.

## **Section 2.2 Alterations and Additions**

(a) With Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed, Tenant may make any alterations, improvements, additions, or Utility Installations in, or about the Premises. "Utility Installation" shall mean bus ducting, power panels, wiring, fluorescent fixtures, space heaters, conduits, air conditioning, plumbing, and the like.

(b) If Tenant desires to make any alterations, improvements, additions, or Utility Installations in, or about the Premises, Tenant shall make such request in writing, accompanied by proposed detailed plans. Any consent by Landlord shall be deemed conditioned upon Tenant acquiring permits from appropriate governmental agencies, the furnishing of copies to Landlord prior to the commencement of the work, and the compliance by Tenant with all conditions of such permits in a prompt and expeditious matter. Tenant shall be responsible for the costs of any and all build-out or alteration of the Premises to meet the needs of Tenant in the operation of the Tenant's business.

(c) Within five (5) days after obtaining Landlord's written consent to any planned construction, alteration, removal, addition, repair or other improvement, Tenant shall post and keep posted until completion of such work and shall personally serve upon the contractors or subcontractors

performing such work, a notice, in the form provided by Colorado law, stating that Landlord's interest in the Premises shall not be subject to any lien for such work.

(d) All alterations, improvements, additions, and Utility Installations made on the Premises will become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term. Notwithstanding the provisions of this Section 2.2(d) Tenant's furniture, machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises, will remain the property of Tenant and may be removed by Tenant subject to the provisions of Section 2.2(c).

### **Section 2.3 Damage or Destruction**

(a) Partial Damage-Insured. Subject to the provisions of Section 2.3(c) and Section 2.3(d), if the Premises are damaged and such damage was caused by a casualty covered under an insurance policy maintained pursuant to Section 4.1, Landlord will perform its obligations under the Lease for property repair. During that time this Lease shall continue in full force and effect. Landlord, at Landlord's expense, shall perform such additional repairs as are necessary to return the Premises prior to the condition that existed prior to the casualty, subject to the terms of the Lease.

(b) Partial Damage - Uninsured. Subject to the provisions of Section 2.3(c) and Section 2.3(d), if the Premises are damaged, except by the actions or inactions of Tenant (in which event Tenant shall make the repairs at its expense) and such damage was caused by a casualty not covered under an insurance policy maintained by Landlord pursuant to Section 4.1, and subject to the Lease, Landlord at its option may either (i) repair such damage as soon as reasonably possible at its expense, in which event this Lease shall continue in full force and effect, or (ii) within thirty (30) days after the date of the occurrence of such damage, give written notice to Tenant of Landlord's intention to cancel and terminate the Lease and this Lease as of the date of the occurrence of such damage. If Landlord elects to give such notice of Landlord's intention to cancel and terminate this Lease, Landlord shall promptly provide such notice to Tenant. Tenant shall have the right within ten (10) days after the receipt of such notice to give written notice to Landlord of Tenant's intention to repair such damage at Tenant's expense, without reimbursement from Landlord, in which event this Lease shall continue in full force and effect, and Tenant shall proceed to make such repairs as soon as reasonably possible. If Tenant does not give such notice within such ten (10) day period, this Lease shall be canceled and terminated as of the date of the occurrence of such damage.



(c) Total Destruction. If at any time during the Term the Premises are totally destroyed from any cause, whether or not covered by the insurance required to be maintained by Landlord pursuant to Section 4.1, this Lease shall automatically terminate as of the date of such total destruction.

(d) Damage Near End of Term. If the Premises are partially destroyed or damaged during the last six (6) months of the Term, Landlord, at Landlord's option, may terminate this Lease as of the date of occurrence of such damage by giving written notice to Tenant of Landlord's election to do so within thirty

(30) days after the date of occurrence of such damage. Termination under this Section 2.3(d) will be effective thirty (30) days following Landlord's notice to Tenant. Partial destruction or damage for purposes of this Section 2.3(d) means any damage to the Premises which renders at least thirty percent (30%) of the square footage of the Premises unusable for the Permitted Use.

(e) Abatement of Rent - Tenant's Remedies. If the Premises are partially destroyed or damaged, and Landlord or Tenant repair or restore them pursuant to the provisions of this Section 2.3, Rent for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premises is impaired in accordance with the Lease.

(f) Termination - Advance Payments. Upon termination of this Lease pursuant to this Section 2.3, an equitable adjustment shall be made concerning advance Rent and any other advance payments made by Tenant to Landlord.

### Section 3.1

## ARTICLE III DEFAULTS AND REMEDIES

**Tenant Defaults Generally.** Each of the following shall constitute a "Default by Tenant" under this Lease.

Failure to Pay Rent or Other Amounts. If Tenant fails to pay any installment of Rent or any other

(a) amounts payable by Tenant under the terms of this Lease, within thirty (30) calendar days after such amount is due upon written notice from Landlord to Tenant.

(b) Violation of Lease Terms. If Tenant breaches or fails to comply with any agreement, term, covenant or condition in this Lease applicable to Tenant, and Tenant does not cure such breach or failure within thirty (30) calendar days after written notice thereof by Landlord to Tenant, or, if such breach or failure to comply cannot be reasonably cured within such 30- day period, if Tenant shall not in good faith commence to cure such breach or failure to comply with such 30-day period.

(c) Non-occupancy of Premises. If Tenant vacates or abandons the Premises.

(d) Bankruptcy or Related Proceedings. A Default by Tenant shall exist if Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any similar act of any state, or voluntarily takes advantage of any such law or act by answer or otherwise, or dissolves or makes an assignment for the benefit of creditors or if involuntary proceedings under any such bankruptcy or insolvency law or for the dissolution of Tenant is instituted against Tenant or a receiver or trustee is appointed for the Premises or for all or substantially all of the property of Tenant, and such proceedings are not dismissed or such receivership or trustee-ship vacated within sixty (60) days after such institution or appointment.

**Section 3.2 Landlord Default.** A Default by Landlord shall exist if Landlord breaches or fails to comply with any agreement, term, covenant or condition in this Lease applicable to Landlord, and Landlord does not cure such breach or failure within thirty (30) calendar days after written notice thereof by Tenant to Landlord, or, if such breach or failure to comply cannot be reasonably cured within such thirty (30) day period, if Landlord shall not in good faith commence to cure such breach or failure to comply within a thirty (30) day period.

### **Section 3.3 Landlord's Remedies**

(a) Remedies Generally. Upon the occurrence of any Default by Tenant, Landlord shall have the right, at Landlord's election, then or at any time thereafter, to exercise any one or more of the following remedies.

(b) Cure by Landlord. In the event of a Default by Tenant, Landlord may, at Landlord's option, but without obligation to do so, make any payment or take any action as Landlord may deem necessary or desirable to cure any such Default by Tenant in such manner and to such extent as Landlord may deem necessary or desirable. Tenant covenants and agrees to pay to Landlord, within thirty (30) business days after written demand, all advances, costs and expenses of Landlord in connection with the making of any such payment or the taking of any such action, including reasonable attorneys' fees, together with interest as hereinafter provided from the day of payment of any such advances, costs and expenses by Landlord. Action taken by Landlord may include commencing, appearing in, defending or otherwise participating in any action or proceedings and paying, purchasing, contesting or compromising any claim, right, encumbrance, charge or lien with respect to the Premises which Landlord, in its discretion, may deem necessary or desirable to protect its interest in the Premises and under this Lease.

(c) Termination of Lease and Damages. In the event of a Default by Tenant, Landlord may terminate this Lease, effective at such time as may be specified by written notice to Tenant, and demand (and, if such demand is refused, recover pursuant to court order, at no time exercising self-help) possession of the Premises from Tenant. Tenant shall remain liable to Landlord for damages in an amount equal to the Rent and other sums which would have been owing by Tenant hereunder for the balance of the Term, had this Lease not been terminated, less the net proceeds, if any, of reletting of the Premises by Landlord subsequent to such termination, after deducting all Landlord's expenses in connection with such recovery of possession or reletting.

(d) Repossession and Reletting. In the event of Default by Tenant, Landlord may reenter and take possession of the Premises or any part thereof, upon obtaining a court order, and repossess the same and expel Tenant and any party claiming by, under or through Tenant, and remove the effects of both, without breach of the peace, without being liable for prosecution on account thereof or being deemed guilty of any manner of trespass, and without prejudice to any remedies for arrears of rent or right to bring any proceeding for breach of covenants or conditions. No such reentry or taking possession of the Premises by Landlord shall be construed as an election by Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. No notice from Landlord hereunder or under a forcible entry and detainer statute or similar law shall constitute an election by Landlord to terminate this Lease unless such notice specifically so states. Landlord reserves the right, following any reentry or

reletting, to exercise its right to terminate this Lease by giving Tenant such written notice, in which even the Lease will terminate as specified in said notice. Landlord may make such repairs, alterations or improvements as Landlord may consider appropriate to accomplish any re-letting, and Tenant shall reimburse Landlord upon demand for all costs and expenses, including brokers' commissions and attorneys' fees, which Landlord may incur in connection with such reletting. Landlord may collect and receive the rents for such re-letting upon the expiration or earlier termination of this Lease.

(e) Legal Action. Actions for the recovery of amounts and damages payable under this Lease may be brought by the Parties from time to time and the Parties shall not be required to await the date upon which the Lease Term would have expired to bring any such action or suit.

(f) Interest on Past-Due Payments and Advances. Except for late rental payments subject to the penalty covered under section 1.3(c) above, Tenant shall pay to Landlord interest at the rate of eight percent (8%) per annum, compounded annually, on the amount of charges due and payable.

(g) Remedies Cumulative. Exercise of any of the remedies of Landlord under this Lease shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available at law or in equity.

**Section 3.4 Tenant's Remedies.** Tenant may bring a separate action against Landlord for any claim Tenant may have against Landlord under this Lease, provided Tenant shall first give written notice thereof to Landlord and shall afford Landlord thirty (30) days to cure any such Default.

### **Section 3.5 Surrender and Holding Over.**

(a) Surrender. Upon the expiration or earlier termination of this Lease, or on the date specified in any demand for possession by Landlord after any Default by Tenant, Tenant shall surrender the Premises to Landlord in the same condition as received, ordinary wear and tear excepted. Tenant shall repair any damage to the Premises occasioned by the removal of its trade fixtures, furnishings, and equipment, including the patching and filling of holes or punctures in the walls repaired.

(b) Holding Over. If Tenant remains in possession of the Premises, or any part thereof, after the expiration of the Lease Term, without the express written consent of Landlord, such occupancy will be a tenancy from month to month at a rental in the amount of 120% of the last monthly Rent, and Tenant shall be bound by all of the other terms, covenants, and agreements of this Lease. Nothing contained herein shall be construed to give Tenant the right to hold over at any time, and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises, as well as any damages incurred by Landlord, due to Tenant's failure to vacate the Premises and deliver possession to Landlord as herein provided

**Section 3.6 Condemnation.** If any legally constituted authority condemns the Premises or such part thereof which shall make the Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord shall refund to Tenant such amounts of Rent paid by Tenant as may be applicable to the period after termination of this Lease. Such termination shall be without prejudice to the rights of either Party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither Party shall have any rights in or to any award made to the other by the condemning authority.

**Section 3.7 Option to Cancel Lease in the Event of Adverse Regulation or Governmental Action.**

Tenant and Landlord recognize that the Permitted Use is subject to heightened regulation by federal, state, and local authorities. Therefore, Tenant and Landlord agree that if legislation, administrative regulations, rules, ordinances, policy (whether formal or informal), or other exercise of authority over Tenant's business by any governmental or law enforcement agency which shall make it illegal, or impracticable—as determined in the sole discretion of Tenant—for Tenant to carry on its business, Landlord and Tenant agree that either Landlord or Tenant may, but is not required to, terminate this Lease fifteen (15) days from the date on which the terminating party provides written notice to the other party, or Tenant may, prior to expiration of the fifteen (15) day period and with the prior consent of Landlord, which consent shall not be unreasonably withheld, adapt the Premises to another lawful purpose for the remainder of the Term, in which case any notice of termination from either party under this Section 3.7 shall be rescinded. In the event this Lease is terminated pursuant to this Section 3.7, Tenant shall have no further financial obligations under this Lease to Landlord after the fifteen (15) day period has expired, shall not be responsible for any rent remaining due under this Lease, and shall not be subject to any action for breach of this Lease or any remedy described in the lease, except Tenant agrees to forfeit the security deposit and the last month's rent mentioned in Section 1.4 above. In the event a suitable Tenant is found prior to the fifteen (15) day termination date, this Lease shall be terminated at the time the new Tenant signs a lease.

## ARTICLE IV

### INSURANCE AND INDEMNITY Section 4.1 Insurance

(a) Property Insurance. Landlord at its own expense, shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Premises in the amount of the full replacement value, providing protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, and special extended periods (all risk). In addition, Landlord may obtain and keep in force, during the term of this Lease, a policy of rental income insurance covering a period of six months, with loss payable to Landlord which insurance may cover all real estate taxes and insurance costs for said period. Landlord may, but shall not be obligated to, take out and carry any other form or forms of insurance as it or the mortgagees of Landlord may reasonably determine to be advisable. Tenant acknowledges that it has no right to receive any proceeds from any such insurance policies carried by Landlord, and that such insurance will be for the sole benefit of Landlord, with no coverage for Tenant for any risk insured against.

(b) Liability Insurance. Tenant at its own expense, shall maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each occupant of the Premises with the premiums thereon fully paid on or before due date, issued by and binding upon a rated insurance company, such insurance to afford minimum protection of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Section 4.1(b). Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least ten (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Premises.

**Section 4.2 Waiver of Subrogation.** Tenant and Landlord hereby waive any and all rights of recovery against the other, or against the officers, employees, agents and representatives of the other, for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under an insurance policy in force at the time of such loss or damage. Upon obtaining the required policies of insurance, Tenant and Landlord shall give notice to the insurance carrier or carriers of the mutual waiver of subrogation contained in this Lease.

### **Section 4.3 Indemnity**

(a) Tenant's Indemnification of Landlord. Tenant hereby indemnifies and holds harmless Landlord from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant to be done in or about the Premises, or elsewhere, and further indemnifies and holds harmless Landlord from and against any and all claims arising from any breach of, or default in the performance of, any obligation of Tenant under this Lease or arising from the actions or inactions of Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Tenant, upon notice from Landlord, shall defend Landlord 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 arising from any cause, and Tenant hereby waives all claims in respect thereof against Landlord except with respect to damage caused by the gross negligence of Landlord or by breach by Landlord of any of its obligations under this Lease.

(b) Landlord's Indemnification of Tenant. Landlord hereby indemnifies and holds harmless Tenant from and against any and all claims arising from Landlord's use of the Premises, or from the conduct of Landlord's business or from any activity, work or things done, in or about the Premises, or elsewhere, including, but not limited to all loans, lines of credit, and mortgages taken out on the Premises and further indemnifies and holds harmless Tenant from and against any and all claims arising from any breach of, or default in the performance of, any obligation of Landlord under this Lease or the Lease or arising from the actions or inactions of Landlord, or any of Landlord's agents, contractors, or employees, and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. Landlord, upon notice from Tenant, shall defend Tenant at Landlord's expense by counsel reasonably satisfactory to Landlord.

## **ARTICLE V GENERAL PROVISIONS**

**Section 5.1 Landlord Not a Partner.** Nothing herein contained shall be deemed, held, or construed as creating Landlord as a partner, agent, associate of, or in a joint venture with Tenant in the conduct of any business on the Premises or the Property, nor as rendering Landlord liable for any debts, liabilities, or obligations incurred by Tenant in the conduct of said business, it being expressly understood and agreed that the relationship between Parties hereto is and shall at all times remain that of Landlord and Tenant.

**Section 5.2 Landlord's Liability.** In the event of any transfer of title to the Premises by Landlord, from and after the date of such transfer, Landlord shall be relieved of all liability as to Landlord's obligations under this Lease. In the event of an assignment of the Lease, Landlord (and in case of subsequent transfers, the then-grantor) shall be relieved of all liability as to Landlord's obligations to be performed after the date of such assignment, provided that any funds in which Tenant has an interest in the hands of Landlord (or the then-grantor) at the time of such transfer shall be delivered to the assignee. Subject to the foregoing, the obligations contained in this Lease to be performed by Landlord shall be binding upon Landlord's successors and assigns only during the term of the Lease as it may be assigned.

**Section 5.3 Notice.** All notices required by law or by this Lease to be directed by Landlord to Tenant shall be deemed to have been given three (3) days after receipt of mailing, email or hand delivered to Tenant at the following address:

Paonia Purple, Inc

P.O. Box 928

Ouray, CO 81427

Phone: 970-318-1025 or 970-318-8951

Email: [robyn@rockymountaincannabis.com](mailto:robyn@rockymountaincannabis.com) or [nricks@rockymountaincannabis.com](mailto:nricks@rockymountaincannabis.com)

Likewise, all notices required to be directed by Tenant to Landlord shall be deemed to have been given when mailed, emailed or hand delivered to Landlord at the following address:

Chelsea Bookout and Shawn Larson

PO BOX 1205 Paonia, CO. 81428



█ Orchard Avenue, Paonia Colorado

Shawn █

Chelsea █

Email: chelseabookout@gmail.com

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this Section

5.3 by written notice thereof to the other Party.

Notices to Guarantors shall be deemed to have been given when mailed or otherwise served upon Guarantors at the following addresses:

Robyn Oster

Address: PO Box 928, Ouray, CO 81427 Telephone No.: █

Email: robyn@rockymountaincannabis.com

Natalie Ricks

Address: PO Box 928, Ouray, CO 81427 Telephone No. █

Email: nricks@rockymountaincannabis.com

**Section 5.4 Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will warrant and defend Tenant's right to exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Premises during the term of this Lease. Landlord covenants that if Landlord sells, mortgages, or enters into any agreement affecting such Lease or the Premises, Landlord will seek a provision providing that as long as Tenant is in compliance with its obligations hereunder, the mortgagor or the new interest holder may not terminate this Lease. This shall apply to this Lease as well as any renewals, modifications, consolidations, replacements, or extensions.

**Section 5.5. Subordination and Estoppel Certificates.**

**SUBORDINATION.** This lease shall be subject and subordinate to all mortgages and deeds of trust which may now or hereafter affect the leased premises, and also to all renewals, modifications, consolidations, and replacements of said mortgages and deeds of trust. Although no instrument or act on the part of tenant shall be necessary to effectuate such subordination, tenant shall nevertheless execute and deliver such further instruments required to verify or confirm such subordination as may be desired by the holders of said mortgages or deeds of trust. Tenant hereby appoints landlord attorney-in-fact, irrevocably, to execute and deliver any such instrument for tenant.

**ESTOPPEL CERTIFICATE.** Tenant shall at any time upon not less than ten (10) days prior written notice from landlord execute, acknowledge, and deliver to landlord a statement in writing (a) certifying that this lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this lease as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (b) acknowledging that there are not, to tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the premises. Tenant's failure to deliver such statement within such time shall be conclusive upon tenant (a) that this lease is in full force and effect, without modification except as may be presented by Landlord, (b) that there are no uncured defaults in landlord's performance, and (c) that no rent has been paid in advance except for the last month's rent as specified in section 1.4 above. If landlord desires to finance or refinance the building, tenant hereby agrees to deliver to any lender designated by landlord such financial statements of tenant as may be reasonably required by such lender. All such financial statements shall be received by landlord in confidence and shall be used only for the purpose herein set forth.

**Section 5.6 Disputes:**

(a) Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall first be submitted to mediation before a mediator mutually chosen by the parties, except that disputes concerning \$15,000 or less may be resolved in the small claims or county court in Delta County, Colorado, without mediation, and the parties may seek injunctive relief in County or District Court in Delta County, Colorado. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, shall terminate in the event the entire dispute is not resolved 30 calendar days from the date written notice requesting mediation is sent by one party to the other(s). This Section shall not alter any date in this contract, unless otherwise agreed.

(b) The Parties irrevocably submit to the exclusive jurisdiction of the state courts located in Delta, Colorado, with respect to this Section 5.6 to resolve any disputes not resolved by mediation. The Parties irrevocably waive defense of an inconvenient forum to the maintenance of any such action or other proceeding.

**Section 5.7 Governing Law.** This Lease and its terms are to be governed by, and construed according to, the laws of the State of Colorado excluding choice of law provisions. The Parties hereby exclusively and irrevocably submit to, and waive any objection against, personal jurisdiction and venue as delineated in Section 5.8.

**Section 5.8 Attorneys' Fees and Costs.** In addition to any relief, order, or award that is entered by any court of proper jurisdiction, any party found to be the substantially non-prevailing party in any arbitration, complaint, lawsuit, action, suit, claim (including claim of a violation of law), or other proceeding at law or in equity or order or ruling, in each case by or before any such tribunal ("Proceeding") shall be required to pay the reasonable attorneys' fees and costs of any party determined to be the substantially prevailing party. In the context of this Lease, reasonable attorneys' fees and costs shall include but not be limited to: (i) legal fees and costs, the fees and costs of witnesses, accountants, experts, and other professionals, and any other forum costs incurred during, or in preparation for, a Proceeding; (ii) all of the foregoing whether incurred before or after the initiation of the Proceeding, and (iii) all such fees and costs incurred in obtaining temporary or preliminary injunctive relief. It is understood that certain time entries that may appear in the billing records of such party's legal counsel may be redacted to protect attorney-client or work-product privilege, and this will not prevent recovery for the associated billings (and if necessary, the court may require that such records be submitted to the court for in camera review by the court).

**Section 5.9 Severability:** If any clause or provision of this lease be determined to be illegal, invalid, or unenforceable under present or future laws, then it is the intention of the parties hereto that the other terms and provisions of this lease shall remain in full force and effect.

**Section 5.10 No Third-Party Beneficiaries:** The terms and provisions of this Lease are intended solely for the benefit of the Parties and their respective successors or permitted assigns, and it is not the intention of the Parties to confer third-party beneficiary rights upon any other Person.

**Section 5.11 Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers of any covenant or condition by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

**Section 5.12 No Recording.** The Parties hereto agree that this Lease will not be filed for record, unless required by any State or local law governing the Permitted Use. At the request of either Party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

**Section 5.13 Advice of Counsel.** Each Party has had the opportunity to seek the advice of independent legal counsel and has read and understood each of the terms and provisions of this Lease. The provisions of this Lease have been examined, negotiated, drafted, and revised by each party hereto and no implication shall be drawn or made against any party hereto by virtue of the drafting of this Lease.

**Section 5.14 Headings.** The headings used in this Lease are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

**Section 5.15 Binding Effect.** The provisions of this Lease shall extend to and be binding upon Landlord and Tenant, and Guarantors and their respective legal representatives, successors, heirs, and assigns.

**Section 5.16 Consent.** Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord’s consent is required or desirable under this Lease.

**Section 5.17 Amendment.** This Lease supersedes all prior understandings or agreements with respect to the subject matter hereof. This Lease may be modified only by a writing duly executed by both Parties.

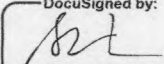
**Section 5.18 Landlord Does Not Provide Security.** Landlord does not provide security services and does not represent that the premises offer protection from criminal acts. Landlord disclaims all express or implied warranties of security. Tenant represents that it understands that all guests and invitees must exercise due care for their own safety and security, especially in the use of smoke detectors, deadbolt locks, window latches and other security devices. Tenant shall immediately report to Landlord any illegal or criminal activity of which Tenant has observed or of which Tenant becomes aware on or around the premises.

**Section 5.19 No Smoking.** Smoking shall not be allowed anywhere on the Premises by Tenant, their guests and/or their invitees. If any residual smoke is present upon vacation of premises or termination, Tenant agrees to pay for remediation of the same.

**THE UNDERSIGNED PARTIES HAVE READ OR HAD READ TO THEM THE FOREGOING AND ACKNOWLEDGE THAT THEY FULLY UNDERSTAND THE TERMS SET FORTH IN THIS AGREEMENT. FURTHER, EACH UNDERSIGNED PARTY ACKNOWLEDGES THAT IT HAS CONSULTED WITH, OR HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF ITS CHOOSING PRIOR TO EXECUTING THIS AGREEMENT.**

**IN WITNESS WHEREOF**, this Lease has been executed as of the date first above written.  
**LANDLORD:**

DocuSigned by:  
  
\_\_\_\_\_ Chelsea A. Bookout  
CC3C7F5E9BA5485...

DocuSigned by:  
  
\_\_\_\_\_ Shawn D. Larson  
3F7BC09C73F34FF...

**TENANT:**

Paonia Purple, Inc \_\_\_\_\_

**GUARANTORS:**

All obligations of Tenant in this Lease Agreement are hereby personally guaranteed by:

DocuSigned by:  
*Robyn Oster*  
2786DAE3CF9842D  
Robyn Oster Natalie Ricks

DocuSigned by:  
*[Signature]*  
BC1151601BF54AF...

Natalie Ricks

By Natalie Ricks, President or other Authorized Representative

## **Exhibit "A" Attached to Lease Agreement**

The Leased Premises is a portion of the property with the current address of 201 Grand Avenue, Paonia,

CO 81428, which property is currently titled in the name of Landlord by virtue of deed dated August 5, 2019, recorded at Reception No. 712784, Delta County Records. The portion of the property that constitutes the "leased premises" is depicted as follows with the side of the building that contains the "front door" being the south side facing second street.

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Paonia Purple Inc.

is a

Corporation

formed or registered on 02/19/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211159634 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/17/2024 that have been posted, and by documents delivered to this office electronically through 07/19/2024 @ 06:37:41 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/19/2024 @ 06:37:41 in accordance with applicable law. This certificate is assigned Confirmation Number 16219813 .



*Jena Griswold*

Secretary of State of the State of Colorado

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

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



**BYLAWS OF  
PAONIA PURPLE, INC.**

## ARTICLE 1

### SHAREHOLDERS

**Section 1. Annual Meeting.** An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Directors from time to time.

**Section 2. Special Meetings.** Special meetings of the shareholders may be requested by the Board of Directors or the holders of a majority of the outstanding voting shares.

**Section 3. Notice.** Written notice of all shareholder meetings, whether regular or special meetings, shall be provided under this section or as otherwise required by law. The Notice shall state the place, date and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all shareholders of record at the address shown on the corporate books, at least 10 days prior to the meeting, or shall be sent via electronic mail (e-mail). Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed with postage prepaid; or when dispatched via e-mail.

**Section 4. Place of Meeting.** Shareholders' meetings shall be held at the corporation's principal place of business unless otherwise stated in the notice. Shareholders of any class or series may participate in any meeting of shareholders by means of remote communication to the extent the Board of Directors authorize such participation for such class or series. Participation by means of remote communication shall be subject to such guidelines and procedures as the Board of Directors adopts. Shareholders participating in a shareholders' meeting by means of remote communication shall be deemed present and may vote at such a meeting if the corporation has implemented reasonable measures: (1) to verify that each person participating remotely is a shareholder; and (2) to provide such shareholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to shareholders, including an opportunity to communicate, and to read or hear the proceedings of the meeting, substantially concurrent with such proceedings.

**Section 5. Quorum.** A majority of the outstanding voting shares, whether represented in person or by proxy, shall constitute a quorum at a shareholders' meeting. In the absence of a quorum, a majority of the represented shares may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The shareholders present at a meeting represented by a quorum may continue to transact business

until adjournment, even if the withdrawal of some shareholders results in representation of less than a quorum.

**Section 6. Informal Action.** Any action required to be taken, or which may be taken, at a shareholder meeting, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, is signed by the shareholders who own all of the shares entitled to vote with respect to the subject matter of the vote.

## **ARTICLE II DIRECTORS**

**Section 1. Number of Directors.** The corporation shall be managed by a Board of Directors consisting of 1 director.

**Section 2. Election and Term of Office.** The director shall be elected at the annual shareholders' meeting. The director shall serve a term of 1 year, or until a successor has been elected and qualified.

**Section 3. Resignation.** The director may resign effective upon written notice to all shareholders of record at the address shown on the corporate books. Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed, with postage prepaid.

## **ARTICLE III CORPORATE SEAL, EXECUTION OF INSTRUMENTS**

The corporation shall not have a corporate seal. All instruments that are executed on behalf of the corporate which are acknowledged and which affect an interest in real estate shall be executed by the Director. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board of Directors.

**ARTICLE IV**  
**AMENDMENT TO BYLAWS**

The bylaws may be amended, altered, or repealed by the Board of Directors or the shareholders by a majority of a quorum vote at any regular or special meeting; provided however, that the shareholders may from time to time specify particular provisions of the bylaws which shall not be amended or repealed by the Board of Directors.

**ARTICLE V**  
**INDEMNIFICATION**

Any director or officer who is involved in litigation by reason of his or her position as a director or officer of this corporation shall be indemnified and held harmless by the corporation to the fullest extent authorized by law as it now exists or may subsequently be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights).

**ARTICLE VI**  
**STOCK CERTIFICATES**

The corporation may issue shares of the corporation's stock without certificates. Within a reasonable time after the issue or transfer of shares without certificates, the corporation shall send the shareholder a written statement of the information that is required by law to be on the certificates.

**ARTICLE VII**  
**DISSOLUTION**

The corporation may be dissolved only with the authorization of the Board of Directors given at a special meeting called for that purpose, and with the subsequent approval of no less than three-fourths (3/4) vote of the shareholders.

**Certification**

Natalie Ricks, Director and Chief Executive Officer of Paonia Purple, Inc., hereby certifies that the foregoing is a true and correct copy of the bylaws of Paonia Purple, Inc., duly adopted by the initial Board of Directors on July 1, 2021.

DocuSigned by:



335774B948F64DD

Natalie Ricks

Chief Executive Officer

**EXHIBIT A**

Paonia Purple Inc. Shareholders

<b>Shareholder</b>	<b>Percentage of Ownership</b>
Natalie Ricks [REDACTED] Ouray, CO 81428	51%
Robyn Oster [REDACTED] Fort Collins, CO 80526	49%

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>TOWN ADMINISTRATOR'S OFFICE</b>					
CDOT Revitalizing Main Streets Grant, "Safe Pathways for Paonia," 3-Points InX Grand, 4th & 5th	SGM CO #1 Forthcoming adding scope of work for GeoTech Eng. Svcs., and MOT plan to design set & Striping Plan, and Adding Add'l. meetings to Project Admin. as req. by CDOT. (Odisea didn't include in original design). CO #1 approved at the 8.22.23 Board Meeting, CO #1 was executed and submitted to SGM on 8.28.23. CDOT approved RMS Grant, R/W acquired from School Board and design is being finalized for construction. CDOT & SGM informed the Town that construction is likely in Spring 2025 and the estimated probable cost of construction is \$2.5MM. Meeting held with affected property owners in July 2024		7.14.23	7.19.2024	
Policy Reviews: Purchasing, Internal Controls, and Personnel, Credit Card Policy	These processes and policies will be a product to be worked on during 2024. Purchasing, Internal Controls estimated completion 5/30/2024; Personnel estimated completion 12/30/2024. Credit Card policy is ready for 7.23.2024 agenda.		7.17.23	7.19.2024	
Ordinance for Water Companies/Agreements with Water Companies	At a minimum an agreement with water companies that describes expectations from the town, expectations from the water companies/subdivisions, indemnification, and insurance requirements should be considered to reduce liability to the town. Further discussion with the Water Attorney is necessary. Standardized IGA with Water Companies with clauses for maintenance and increasing bulk water rates for non-compliance/if Water Company chooses to have the town complete maintenance. Town Attorney working on Draft Agreement for Hidden Valley water company. Multiple Water Companies have requested formalized agreements with the Town. Hidden Valley has replied that they do not want to enter into a new agreement with the Town but would rather add a supplement to the agreement with the Town taking on additional responsibilities for meter reading and billing without fixing or repairing their system. Being Considered with Code Revision from Sustainable Futures.		7.11.23	7.19.2024	
Code Re-Write	If funded by DOLA grant, then an RFP will need to be issued to meet the competitive bid requirement. Scheduled a phone call with a separate consulting firm to get a budget figure on price for DOLA grant for 8.28.23, once budget price received, will submit to DOLA for their consideration. Received Council Approval for \$25,000 Match from DOLA Admin Grant on 9.14.23. Submission of Grant on 9.15.23. Resubmitted Grant information to DOLA on 11.22.23. RFQ will be live in 2024 after grant funding is awarded and approved. RFP will be made live on 2.5.24 RFP Consultant selection/decision being made on 4.23.2024. Work has begun on code rewrite, sustainable futures selected as consultant.		7.11.23	7.19.2024	
Chase ink Credit Account	Submitted a letter to Chase Card Services to get control of the online banking account for the Chase ink Credit Card. Would like to see if any cashback rewards have been earned, and if so, where are they. Continue to get control of Chase Bank Credit Cards - will need to travel to Telluride and visit Chase Banker in person. Form has been signed by former finance director and signed by myself and sent to Chase Bank for final approval. Awaiting Chase Banks response. Chase Bank denied the change of ownership and awaiting for further action.		7.28.23	7.19.2024	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
Special Event Process and Applications	Improve the process and include the recent ordinance for street closures in the application process. This also includes the process for park reservations. Expected completion date: 12/31/2024		8.1.23	4.23.2024	
<b>FINANCE DEPARTMENT</b>					
Caselle GL Updates & Chart of Accounts	Professional Management Solutions working with Amanda to get Chart of Accounts correct and GL updated with the most recent reconciliations. This will be marked ongoing until it becomes a normal internal process completed by Staff.		3.1.23	ONGOING	
Meter Updates in Caselle	Working with Public Works department to check meter ids, endpoints in Caselle and change as many as possible to radio read.		5.27.24	7.17.24	
Documenting Accounting and Utility Processes	Recording processes for water meter read input, utility billing, red tags, disbursement approval, printing checks for approved disbursements and other departmental tasks.		7.1.24	7.17.24	
Caselle Budget Tools for Department Heads	Working on setting up budget review and creation tools for department heads within Caselle Connect Online. Once set up Department Heads will be able to access and view their current budget, funds and line items specific to their department from their town devices.		7.16.24	7.17.24	
ClearGov Intergration with Caselle	Both platforms have been in use for some time but have not been intergrated.		7.17.24	7.17.24	



**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>CLERK'S DEPARTMENT</b>					
Equipment Surplus	Followed up on this item so Surplus can be looked at		7.19.23	1.30.24	
Records Management System Development and Implementation	Subscribed to NAGARA (National Association of Government Archives & Records) for training and best practices of developing records management	\$285/year for 3 user accounts		1.29.24	
Records and vault reorganization, retention compliance	Actively going through, starting new organization process and logging- goes slow due to time constraints	Staff Time	8.15.23	1.30.24	
Point & Pay/ Caselle Integration	Still working out bugs - Point & Pay (online) access was turned 'off' to prevent pushing To Caselle until balancing issue addressed. New payment type of e-Check created in Caselle/Point & Pay. Secondary issue is with the Caselle display of the customer name in the deposit reports showing as first name twice, instead of first & last. Reports on Point & Pay side also have an issue with swiping card capturing generic 'card holder', instead of name. That comes from the customer's bank and we can manually change the name to the real customer name.	Point and Pay Absorbed Costs	2.15.23	07.17.2024	
New SQL & Access Databases	Databases: Dog Tags (in progress), Tickets (planning stage), Payment Arrangements (planning stage).	Staff Time	01.01.2024	07.17.2024	
Create checklists for Clerk Duties	Create checklists, for all permits, licensing, agenda, board meeting, record retention, new hires etc for consistency and thoroughness. Updating as we go concurrent with the training for new Deputy Clerk - Ongoing	Staff Time	7.19.23	1.29.24	
MuniDocs clean- up & catch up	Still in process as time permits, This has also become the landing place for Board Committee Agenda's and minutes		9.14.23	03.20.24	
On-Boarding for new Board	Setting up training and Facilities Tour for new Board and developing a Board of Trustees handbook, current Robert's Rules in brief	Under \$100			
2024 Municipal Election	Ballot box is open and will be locked at 7 pm on April Second	\$2,094.00	11.15.23	03.22.24	04.12.24
Process new Retail Marijuana license	License conditionally approved by Board pending Tax Bond, sign design compliance and final building permit approval. Administrator and Clerk have worked with RMJ license holders on bond and sign process and Clerk has sent letter of conditional approval to the MED.	Revenue \$5000.00	11.15.23	03.22.24	
Minor Subdivision	1.23.24 @ 6:30 pm Approved with Conditions		11.22.23	1.23.24	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
CIRSA Audit	Coordinating with Dept Heads to fix deficiencies	Staff time	5.9.24	6.4.24	
CBI Audit	Compliant/ Complete	Staff Time	5.1.24	5.16.24	5.16.24
Fiona's Bartique Liquor License	30 day clock started and license application uploaded for concurrent review	Revenue	5.22.24	6.6.24	
CJIS Annual Certification	Annual Security and Integrity Certification	Staff Time	6.1.24	6.20.24	6.20.24
Personnel Liasion Group	Recieved and counted votes, reporting to Board at 5.28.24 meeting, staff choices.	Staff Time	5.6.24	5.23.24	5.28.24
CIRSA WC renewal for 2025	Finished and submitted	Staff Time	5.16.24	6.4.24	6.4.24
CIRSA PC Renewal 2025	Finished and submitted	Staff Time	5.16.24	6.4.24	6.10.24
Staffing	Administrative office positions filled and new employees in the training process				
Transfer Ownership of Liquor License	Uploaded to OIT and providing additional documentation	Revenue \$825	2.9.24	03.22.24	
<b>PUBLIC WORKS DEPARTMENT</b>					
Sidewalk Asset Plan	<del>Working with contractor to determine which projects have been completed within the last 4-5 years. Asset Plan found and being implemented from SGM in 2020.</del>		6.14.2023	11.24.23	
ADA Transition Plan	Discussed at Department Head Meeting, will need to begin to evaluate crossings throughout intersections in Town. Will add this to fulcrum and add notes in GIS about intersections in compliance and intersections that need to be brought into compliance with ADA standards. Working with Town Administrator to accomplish a true plan.		8.1.23	11.24.23	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
Remove old flagpoles from arch at Town Hall and Replace with US Flag and Colorado Flag under archway	<del>Cory to evaluate what can work underneath the archway that can safely and respectfully display the US flag and the Colorado State Flag. PW Staff fabricating a hanging display for under the vestibule 8.25.23. Need to schedule time to install with employees.</del>		8.1.23	11.24.23	10.01.23
Miner's Memorial in Town Park	Add Temporary vapor barrier to top of walls while awaiting new granite pieces being purchased. Completed 10.15.23.	\$2,500	8.22.23	11.24.23	10.15.23
Add cornering mirror at Pan American and Rio Grande	Completed installation of cornering mirror at Rio grand and Pan American. Larger mirror ordered and will replace the one initially installed. Mirror ordered, need to schedule staff to install. New mirror was installed but didn't survive the first big wind storm. Looking into other options.	\$300	8.8.23	11.24.23	
Working on lead service line inventory	Collecting and analyzing historical records. 25% complete		11/6/2023	11.13.23	
Mays water availability.	Conveyance agreement with Bone Mesa for raw water coming off of Gelwick through the Town's pipe to the splitter box at Mays			7.17.2024	
Construction standard update	Need to update construction standards for utility, road, street, and sidewalks. Respec is going to update construction standards.		2/2/2024	2/5/2024	
Finish NorthWest corner of skatepark.	Looking at options to finish the unfinished portion of the skatepark.			7.17.2024	
Equipment and contract bids	Public works is currently seeking quotes for pavement milling (Samuel Wade Bridge contracted), asphalt rollers, jet vac combos, and a generator/welder unit, and Pain Stripper (may utilize safe routes to parks grant for purchase)			7.19.2024	
Purchase and install Signs (speed and stop).	Signs ordered and will be installed once we receive them. Signs recieved and in process of being installed. Need to order 15 more stop signs.		1.4.2024	7.17.2024	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>WATER DEPARTMENT</b>					
CDPHE Free Assistance Program for Lead Service Lince Replacement	Applied today for the program with Cory and Stefen as PoC. Will evaluate this program in FY-2024. Sunrise Engineering has been helping us through this process.		8.1.23	11.24.23	
Replace meters at Burges & Lamborn Mesa Water Companies	<del>Burges Vault in process of repair and Lamborn Mesa meter replacement will begin soon. Final cost for completing these projects need to be submitted to the Town Administrator and Finance for appropriate accounts receivable.</del>		8.3.23	11.24.23	
Mays Meetering.	Raw Water at the Mays Springs is being metered. Data is being sent to Brian Mitchem. This is before the split to Bone Mesa.				
Consumer confidence reports	Due 6/31/2024				
Mays Cleanup / Spring site Cleanup	Clearing trees and brush at Mays along the springs so that tree roots don't get into the pipes. Wrightwater will need specific areas on the springs cleared and cleaned up. Awaiting drawings for their needs.				
Lead and Copper samples / Survey	Bi-annual				
Finding and addressing water loss issues and low pressure events	We have had 5 waterline repairs in the month of May.				
Wrightwater Engineering / Hydrogeological	Wrightwater initial site visit to the springs. Spent 3 days on the mountain gathering data.				
<b>WASTEWATER DEPARTMENT</b>					
Utility Fee Study	Water and Sewer Rates need to be reviewed. 20-year cash flow analysis for water and upcoming restrictions on NPDES permit for wastewater necessitate increases in the rates for utilities. Proposed Rate increases on the Board agenda for December 12, 2023.		7.14.23	11.24.23	
NPDES Contact Update	Stefen needs to be added as the Executive/Administrative contact for the NPDES Permit. All Correspondence regarding NPDES Permit needs to go to Town Hall Attention: Stefen Wynn, Town Administrator. Follow-up needed to make sure that this is properly completed.		8.1.23	11.24.23	
Aerator at the lagoon for pond 1 failed. Replacement ordered	Replacement ordered				

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>POLICE DEPARTMENT</b>					
Compiling possible municipal code additions, subtractions, and combinations to adress shortfalls in current muni code	The department is looking at approximately five (5) code updates/ replacements/new codes to be added by the end of the year.		5/1/2023	3/1/2024	In Progress
Reviewing possible municipal code fee/fine updates to adress shortfalls in current muni code	Reaching out to other like sized or surrounding municipalities to compile fee and fine amounts.	UNK	4/1/2023	3/1/2024	In Progress
Police Service Tech office space	Work continues to replace one exterior hallway door and a service door for the new service tech office.	\$1,500	2/1/2024	7/15/2024	In Progress
Left hand turns into parking spaces on Grand Avenue	Possible solutions are being researched to include high viz signage, directionally adjusted signs, painting/stripping, foot/bike patrol enforcement options.	UNK	4/1/2024	7/15/2024	In Progress
Patrol Car Outfitting/acquisition	The patrol car currently being used by the newest officer has no cage for safely transporting individuals. One patrol car is also lacking any radar equipment or overhead lighting. Possible acquisition of fully outfitted patrol cars from Olathe PD is being investigated as an option to update the functionality and efficiency of the patrol fleet.	PW Staff/Donated Eqpt	4/1/2023	7/15/2024	In Progress
ESS Security Training	Department Staff are continuing to take the ESS trainings and work towards the 630 Point minimum point threshold	Patrol Function	5/1/2023	7/15/2024	Continuous
Implementation of Spillman FLEX	Working with DCSO on acquiring database access for two officers.	\$25,121.24	3/1/2023	7/15/2024	In Progress
Employee appraisal/review	Packets are completed and beeing reviewed by Admin staff.	Admin/patrol function	1/1/2024	7/15/2024	In Progress
Code Enforcement for weeds/junk//trash	Letters are being sent via mail and some are being in-person via uniformed officer.	Patrol Officer hourly rates	5/1/2024	7/15/2024	Continuous
<b>CDOT Revitalizing Main Streets Grant, "Safe Pathways for Paonia," 3-Points InX Grand, 4th &amp; 5th</b>					
CO#1 from SGM	SGM CO #1 Forthcoming adding scope of work for GeoTech Eng. Svcs., and MOT plan to design set & Striping Plan, and Adding Add'l. meetings to Project Admin. as req. by CDOT. (Odisea didn't include in original design.	\$40,000.00	7.17.23	11.24.23	
Water Department Water Line Verification	Water Line under InX may need replaced if it's steel or iron. Cost will be internal labor to replace it, and needs coordinated with final contractor - WD to verify pipe under roadway. Verified that the pipe was replaced with plastic, but the fire hydrant that it connects to is almost 40 years old and time to be replaced. It will be included in the intersection improvements.		7.17.23	11.24.23	
Construction Timeline	Construction is estimated to begin in Late-Spring - Mid-Summer of FY-2024.	\$1,032,000.00	7.17.23	11.24.23	
R/W Acquisition - School Board	Plat from the school needs to be recorded - need to contact Wilmore for changes to legal description; County needs to give R/W ASAP; Need to contact private property owner about R/W in front of home (may have an easement). Scheduled to go to the next School Board Meeting for approval - scheduled for 9.14.23. Received the school board R/W, Paonia Plan commission approved in October, and Board of Trustees to consider approval on 11.28.23	N/A	7.17.23	11.24.23	

TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
Verify R/W for County	Portions of the project lay within the Delta County. The portions within Delta County were given to them by CDOT and there may exist an agreement that the County hold it in perpetuity. SGM is checking with CDOT to ensure that the agreement between CDOT and Delta county is sufficient for project purposes. Once confirmed, all R/W will have been acquired for this project.	N/A	11.1.23	11.24.23	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>DORRIS AVE. SEWER REPLACEMENT</b>					
Project Closeout	Project has been completed. CO #1 & #2 have been approved and after final payment is submitted for the change orders, the project will be completely closed. Reimbursement Requests have been submitted and returned by DOLA. Resubmission in the appropriate format will be the week of 11.27.23. The maximum project award for Tier I EIAF grants is \$200,000. This project was awarded approximately \$130,000. The TA will ask to see if the grant request can be amended since bids were higher than expected and there were two change orders that were unforeseen.		7.17.23	11.24.23	

**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>Hydrogeological Study</b>					
Grant for \$25,000 Colorado River Water Conservation District Grant	Contract, COI and W-9 sent and received		7.20.23	11.24.23	
Grant from Roundtable	\$25,000 awarded to Paonia for completing the Hydrogeological Study		7.20.23	11.24.23	
CWCB Grant	Awarded \$147,973 towards the Hydrogeological Study		7.20.23	11.24.23	
RFP Available on Bidnet	RFP for completing the study is live on bidnet and consultants have been direct solicited.		11.1.23	11.24.23	
<b>HOUSING NEEDS ASSESSMENT</b>					
Housing Needs Assessment	Final HNA and Housing Action Plan has been accepted by the Plan Commission and Board of Trustees and will be included in the <u>DRAFT of the Master (Comprehensive) Plan.</u>		5.1.23	11.24.23	
DOLA IHOP Reimbursement	3rd Quarter FY-23 reimbursement request submitted and \$32,348.25 will be sent to the Town from DOLA. 4th Quarter FY-23 reimbursement will be submitted and the final reimbursement amount will be requested.		7.1.23	11.24.23	



**TOWN OF PAONIA  
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	DATE COMPLETED
<b>MASTER PLAN</b>					
Met with Phoenix Rising Resources	On 1.5.2024, met with Phoenix Rising Resources Principal to go over expectations and a timeline to finish the project.		5.1.23	1.19.24	
Timeline	1/17 PC Meeting with Status Update; 1/22 Survey Questions from Consultant for Publication; 1/23 Status Update for BoT; 2/2 Staff Meeting with Consultant; 2/27 Status Update for BoT; 2/28 FLUM Meeting PH at PC; 3/1 Staff Meeting with Consultant; 3/13 Draft Element Presentation PH at PC Meeting for Infrastructure; 3/26 Status Update for BoT; 3/29 Staff Meeting with Consultant; 4/3 Draft Element Presentation PH at PC for Transportation, Governance & Community Participation; 4/23 Status Update for BoT; 4/26 Staff Meeting with Consultant; 5/1 Draft Element Presentation PH at PC for Growth Framework, Economic Development, Parks, Recreation & Trails; 5/28 Status Update for BoT; 6/5 Final Presentation PH for Adoption at PC; 6/18 PH Final Adoption by BoT	\$52,395.00	1.19.23	1.19.23	
DOLA Planning Grant	Reimbursement for work already completed will be submitted during week of 11.27.23		5.1.23	11.24.23	
<b>PHASE I - WATER IMPROVEMENTS</b>					
Proposed Alignment	Meeting held on 7.24.23 regarding Existing water line alignment & GIS Data Accuracy. Proposed alignment options to consider, avoid easements by placing the water line in road R/Ws. AC line feeding old water plant, Evaluate PRV needs. Main Line improvements are being realigned so that they follow existing rights of way along roadways in areas that they are possible to be relocated.		7.24.23	11.24.23	
Easement Acquisition	May need to plan for two lines, potable and raw water, Town representative to negotiate easements (Town Administrator) once they're located. Land acquisition amounts have changed and are being finalized, if necessary at all.		8.1.23	11.24.23	
Items Needed from Town Staff	As built for PVC Loop; Exhibit of consecutive systems; photos of PRV 7; 8 & 9 (Jordan provided on 7/25 to Respec); Inventory meters to be replaced along the alignment. All items needed from Town Staff have been provided, including the 20-year cash flow analysis for the Project Needs Assessment.		7.25.23	11.24.23	
File for EIAF Tier II Grant	On 7.27.23, a grant application was filed for EIAF Tier II with project number 09721. DOLA Staff accepted the application for consideration on 8.3.23. Town was awarded \$965,000 for Tank Relining.	\$ 965,000.00	7.27.23	11.24.23	
Project Needs Assessment	Has been completed and submitted to CDPHE for consideration. Staff, consultants and Mayor Bachran completed various pieces of the PNA, and this is a monumental step towards project funding for DWSRF.		3.1.23	11.24.23	
SRF Loan Application	SRF Loan Application is being considered for FY - 2024 and is budgeted for approximately \$7.3MM		3.1.23	11.24.23	
American leak detection survey, Jeremiah working on it	0 rd , dry gulch, and lone cabin east loop still need surveyed		4.1.23	12.12.23	



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

<b>AGENDA ITEM:</b>	Agenda Item #1: Fence at 209 Main Avenue and Public Parking Lot
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator
<b>DATE:</b>	7.19.2024
<b>BACKGROUND:</b>	<p>The property owner adjacent to the Public Parking Lot behind Town Hall has requested to replace the fence between the property lines. The Town would utilize the proposed privacy fence since it is along the public parking lot and the Town hangs related signage on it. The request from the property owner is to assist with the cost of replacing the fence and with removing/trimming trees within the fence line.</p> <p>Town Staff are awaiting a survey of the parking lot in question and of the parking lot on Main Avenue before any recommendations can be made.</p>
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	Table until the survey is complete.
<b>ATTACHMENT:</b>	N/A



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

<b>AGENDA ITEM:</b>	Agenda Item #3: Resolution 2024-11 9.0 Credit Card/Purchasing Card Policy
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator/Treasurer
<b>DATE:</b>	7.19.2024
<b>BACKGROUND:</b>	<p>During the 6/25/2024 meeting, the disbursement packet had a note showing that an erroneous personal purchase was made using a town credit card, that the Town's internal controls caught the error, and that the employee that made the purchase reimbursed the Town for the purchase. During the meeting the Town Administrator/Treasurer stated that the event showed a deficiency in policy for acceptable credit card use and that a policy would be drafted for the Board of Trustees to consider.</p> <p>As a result of that statement, the attached credit card policy was completed, and will be incorporated into a much larger comprehensive purchasing manual.</p>
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	<p>Recommended Motion:</p> <p>I move to approve Resolution 2024-11.</p>
<b>ATTACHMENT:</b>	<p>Attachment A: Resolution Adopting Credit Card Policy Attachment B: 9.0 Credit Card Policy_Town of Paonia_7.17.2024</p>

**TOWN OF PAONIA, COLORADO  
RESOLUTION NO. 2024-11**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
PAONIA, COLORADO, ADOPTING A CREDIT CARD AND  
PURCHASING CARD POLICY**

**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 Credit Card and Purchasing Card Policy; and

**WHEREAS**, this policy shall be included in a comprehensive Purchasing Policy 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 Credit Card and Purchasing Card Policy attached is declared the appropriate credit card and purchasing card policy for the Town.

**APPROVED AND ADOPTED** this 23rd day of July 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



## 9.0 PURCHASING/CREDIT CARD PROGRAM

### *General*

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.

### *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.

***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 water/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.

***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.

***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.

***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.

***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.

**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.

**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.

**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.

**Signature Section**

**I UNDERSTAND THAT THIS POLICY IN NO WAY MODIFIES MY STATUS AS AN AT-WILL-EMPLOYEE AND IN NO WAY IMPLIES, INFERS, OR GUARANTEES MY CONTINUED EMPLOYMENT FOR ANY DEFINITE TERM AND THAT I MAY BE DISMISSED AT THE DISCRETION OF THE TOWN FOR OTHER REASONS THAN FAILING TO FOLLOW THE TERMS OF THIS POLICY.**

I \_\_\_\_\_ (employee printed name) agree to the terms of this credit card policy.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

## Potential Parking Options For Business Parking (no overnight)

<u>Potential Stakeholder</u>	<u>Time Potential Use</u>	<u>approx#spaces</u>
1. High country printing –	evenings	TBD
2. ATM lot -	evenings	TBD
3. Senior center –	evenings	TBD
4. Behind Dons-bank lot –	anytime	TBD
5. In front of Dons -	anytime	TBD
6. 2 <sup>nd</sup> st along street up to karate center -	anytime	TBD
7. Main street – Diagonal	anytime	TBD
8. Town lot –	anytime	TBD
9. 2 <sup>nd</sup> st along buss barn make into marked spaces -	anytime	TBD
10. Buss barn –(who owns?) -	TBD	TBD
11. More spaces can be marked out in front of the old Lizzys	anytime	TBD
12. One side of Gravel drive along RR tracks	TBD	TBD

### Steps For Determining If Use Of These Spaces Can Be Made Possible

- a. Fact finding (for all steps keep town leadership informed)
  - i. Site visits to businesses identified that have underutilized parking space or could share space during non-business evening hours.
    1. Determine parking space potential at each site
    2. Distance to down town
    3. # of spaces that could be utilized
    4. Daytime, nighttime use
    5. Develop Stakeholder list with contact info
  - ii. Contact stakeholders
    1. Introduce idea as way to continue to support economic viability.
    2. Document stake holder needs/concerns.
    3. Prioritize stakeholders based on willingness to work with town, cost, concerns, parking space potential etc.
  - iii. legal aspects
    1. Lease and terms
    2. Contracts/Recorded lease that goes with property?
    3. Liability insurance
  - iv. Determine Financial Needs and budget
    1. Cost of lease
    2. Liability Insurance
    3. Signage
    4. Repairs when needed
    5. How or if to Assign Fees
      - a. Businesses equally shared fee
      - b. Town revitalization grants
      - c. Main Street (DOLA) – Downtown revitalization
  - v. Bike corrals vs auto parking (option to small racks in front of businesses)
    1. Can accommodate for 12-14 bikes
    2. Take up 1 to 2 parking spaces and are installed in vehicle right of way along curb
    3. Grant Potential using local tradesperson/artist?





**Present parking ordinance 16-6-10 Table 16-5**

Indoor restaurants and bars	1.0 space for every 3 seats or 1.0 space for every 200 sq. ft. of floor area, whichever is greater
Retail businesses except for furniture and appliance stores	1.0 space for every 300 sq. ft. of floor area
Medical and dental offices and clinics	1.0 space for every 200 sq. ft. of floor space

**Sec. 16-6-20. - Combinations of uses.**

- When one (1) building is planned to include a combination of different uses, the minimum *parking* required will be determined by applying the above requirements based upon the floor area for each use. The minimum number of *parking* spaces required for the building shall be the sum of the requirements for each separate use.

(Ord. No. 83-116, Art. XIII, 1983; Ord. No. 2000-02, Art. XIII, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

- **Sec. 16-6-30. - *Parking* requirements for uses not listed.**

For specific uses not listed, the Planning Commission shall determine the appropriate number of *parking* spaces required based upon the type of activity, intensity, number of employees and similarity to listed uses.

**Sec. 16-6-40. - Off-site *parking*.**

For any business use, the off-street *parking* requirements may also be met as follows:

- (1) Additional off-street *parking* spaces may be provided on a site within three hundred (300) feet of the lot that generates the *parking* requirements, provided that the site is owned by the owner of the *parking* generating property;
- (2) The owner of the lot generating the need for *parking* spaces may participate in a *parking* district or joint venture requiring the payment of a fee in lieu of providing on-site *parking*. The fees collected by the district or joint venture would be then used to provide off-street *parking* and assure that the Town's requirements were met. All such *parking* districts or joint ventures shall be subject to the approval of the Board of Trustees; or
- (3) When a business use is unable to provide the required on-site *parking* and/or loading requirements, the property owner or applicant shall be required to contribute to the *Parking* Fund a sum as set forth in [Section 16-5-50](#) below per required *parking* space.

**Sec. 16-6-50. - *Parking* Fund.**

[Suspended.]

(Ord. No. 83-116, Art. XIII, 1983; Ord. No. 99-02, 1999; Ord. No. 2003-08, 2003; Ord. No. 2014-04, § 1, 1-13-2015)

**Editor's note**— \* The provisions of this Section are suspended indefinitely.



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

<b>AGENDA ITEM:</b>	Consideration of approval to purchase four (4) outfitted patrol vehicles from the Olathe Police Department.
<b>SUBMITTED BY:</b>	Matt Laiminger - Chief of Police
<b>DATE:</b>	07/17/24
<b>BACKGROUND:</b>	<p>In June of 2024 the Olathe Police Department reached out to us to see if our department would be interested in purchasing their four (4) remaining patrol cars. The (4) Olathe patrol cars are 2016 Ford Explorers equipped with the Police Interceptor package. (2) cars have approximately 112K miles and (2) cars have approximately 48K miles. Given the current state of the (PPD) Paonia Police Department patrol fleet, the decision was made to conduct our due diligence and look into their offer.</p> <p>The current PPD patrol fleet consists of (2) GMC Terrain SUV's and (3) Chevrolet Equinox SUV's. Odometer readings range from a low of 39K to a high of 61K. However, Mileage is not the driving factor for updating the patrol fleet, Officer safety, efficiency and effectiveness is. Of the (5) current patrol vehicles none are equipped with all the required patrol equipment (reference fleet spreadsheet for details on specific equipment). All (4) patrol vehicles available from the Olathe Police Department are fully equipped with all required equipment excluding radios, which we currently have.</p> <p>The requested patrol vehicles promote officer safety by utilizing computer mounts, adequate and required emergency lighting, locking rifle racks, and push bars. They also promote efficiency, by providing each officer with a functional cage to transport suspects, eliminating the need for a call-out or a vehicle swap. The effectiveness of the department is also improved with each patrol car coming fully equipped with front and rear facing radar to improve traffic enforcement, as well as computer mounts so officers can work from their cars.</p>
<b>BUDGET:</b>	Cost to purchase (4) outfitted patrol cars from the Olathe Police Department is \$45,000.00. The 2024 law enforcement budget has approximately \$37,836.60 left in 10-24-74 Machinery & Equipment, and has used approximately 39% of the total law enforcement budgeted funds through the first 55% percent of the fiscal year
<b>RECOMMENDATION:</b>	Staff recommends the the approval of purchasing (4) outfitted patrol vehicles from the Olathe Police Department.
<b>ATTACHMENT:</b>	<ul style="list-style-type: none"> <li>A) Paonia Police Department Fleet Spreadsheet</li> <li>B) NADA book values of the (4) Olathe Police Department patrol vehicles</li> <li>C) MSRP - 2024 Ford Explorer AWD Police Interceptor</li> <li>D) Outfitting build sheet and estimate</li> <li>E) Photos of Olathe Police Department Patrol Cars</li> </ul>

# FLEET

MAKE	MODEL	YEAR	MILEAGE	PLATE	ABSENT EQUIPMENT	MECHANICAL	NADA VALUE	RECOMMENDATION
FORD	EXPLORER - XLS	2002	110,607	604	ALL	Airbag Service Indicator		LIQUIDATE
FORD	CROWN VICTORIA - INT	2011	82,877	70	NO	Exhaust O2 Sensor		
GMC	TERRAIN - SLE	2016	61,088	JOY-068	Functioning Rifle Rack, Grill Lights, Push Bar	Electrical faults, Master Power Switch, Alternator Fail, fuel pump module, faulty variable valve timing solenoid		LIQUIDATE
GMC	TERRAIN - SLT	2017	59,651	JOY-069	Functioning Rifle Rack, Rear Radar, Grill Lights, Push Bar, Radio Mount	With rear EM lights connected all EM lights intermittently activate and render the key fob inoperable		LIQUIDATE
CHEVROLET	EQUINOX	2018	39354	AJO-440	Light Bar, Radar, Rifle Rack, Computer mount, Grill Lights, Push Bar, Transport Cage	NONE		
CHEVROLET	EQUINOX - LT	2018	50,079	AJO-439	Functioning rifle Rack, Radar, Grill Lights, Push Bar	Electrical faults, Master Power Switch, Patrol Radio Wiring Fault		
CHEVROLET	EQUINOX	2020	53,871	AJO-445	Functioning Rifle Rack, Rear Radar, Grill Lights, Push Bar, Transport Cage	NONE		LIQUIDATE
FORD	F-150 - XLT	2021	41,269	546	NO		N/A	

## 2016 Ford Explorer

Utility 4D XLT 4WD V6 Values

### Pricing & Values

Prices shown for the used **2016 Ford Explorer Utility 4D XLT 4WD V6** with 48,000 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. [Edit options.](#)

### Buy from Dealer

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

**Buy from Dealer**   [Buy Certified from Dealer](#)   [i](#)

Average Price Paid

# \$18,650

Data from **612** transactions - Updated 07/14/24



80% of People Paid

**\$17,870 - \$19,570**

## 2016 Ford Explorer

Utility 4D XLT 4WD V6 Values

### Pricing & Values

Prices shown for the used **2016 Ford Explorer Utility 4D XLT 4WD V6** with 48,000 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. [Edit options.](#)

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Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

**Buy from Dealer**   [Buy Certified from Dealer](#)   [i](#)

Average Price Paid

# \$18,650

Data from **612** transactions - Updated 07/14/24



80% of People Paid

# \$17,870 - \$19,570

## 2016 Ford Explorer

Utility 4D XLT 4WD V6 Values

### Pricing & Values

Prices shown for the used **2016 Ford Explorer Utility 4D XLT 4WD V6** with 112,000 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. [Edit options.](#)

### Buy from Dealer

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

**Buy from Dealer**   [Buy Certified from Dealer](#)   [i](#)



Data from 612 transactions - Updated 07/14/24



80% of People Paid

**\$12,070 - \$13,770**

## 2016 Ford Explorer

Utility 4D XLT 4WD V6 Values

### Pricing & Values

Prices shown for the used **2016 Ford Explorer Utility 4D XLT 4WD V6** with 116,000 miles are what people paid to buy this vehicle or what people received when trading in this vehicle at a dealer. [Edit options.](#)

### Buy from Dealer

Prices shown are what people paid including dealer discounts. Taxes and fees (title, registration, license, document, and transportation fees) are not included.

**Buy from Dealer**   [Buy Certified from Dealer](#)   [i](#)

Average Price Paid

# \$12,425

Data from **612** transactions - Updated 07/14/24



80% of People Paid

# \$11,645 - \$13,345



## 2025 FORD POLICE INTERCEPTOR UTILITY AWD

- [Home](#)
- [Ford Showroom](#)
- [Police Interceptor Utility](#)

**STARTING MSRP FROM \* \$49,515**

[VIEW INVENTORY](#)[REQUEST A QUOTE](#)



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\*: Pricing includes incentives for which everyone qualifies. Guests may also qualify for additional, conditional incentives not included in the displayed price. Therefore, upfront price could be less than advertised price. While every reasonable effort is made to ensure the accuracy of this information, we are not responsible for any errors or omissions contained on websites. Please verify any information in question with Bergstrom Automotive. Prices do not include tax, title, registration, service fees or any emissions testing fees. All prices, specifications and availability subject to change without notice. Manufacturer Suggested Retail Price may not represent actual sales price.



# ESTIMATE

97

Customer Information	Ship To
TOWN OF PAONIA ( POLICE ) 214 GRAND AVE PAONIA, CO 81428	

Date	Estimate #
7/15/24	23422

LOCATION CODES GR- GRILLE LP-LICENSE PLATE SDB - SIDE BUMPER SDW - SIDE WINDOW RR- REAR

Rep	Tag #	Vehicle / Info	PO# / POINT OF CONTACT
DM		2024 FORD PIU	

ITEM	DESCRIPTION	LOCATION	QTY	PRICE	Total
	2024 FORD PIU PATROL OEM DR LED SPOT / 66A / REAR DOME / BLACK  UNIT: VIN: MILES: PLATE:				
CPE	CUSTOMER SUPPLIED PARTS/EQUIPMENT: RADIO RADAR				0.00
WINDOW TINT / SECURI...	3M SAS / UV SECURITY FILM TINTED 30% 4 MIL THICK IMPACT RESISTANT FILM INSTALLED COST. 3MVL30	TINT 35% LEGAL	2.00	133.82	267.64T
SOUND OFF LIGHTBAR I...	SOUND OFF SIGNAL INTERIOR LED LIGHTBAR DUO COLOR 12 LED PER MODULE 8 MODULES 2 PIECE. RED/WHITE ON DRIVERS SIDE BLUE / WHITE ON PASSENGER SIDE. ENFWBFDE	INTERIOR LIGHTBAR	1.00	1,172.50	1,172.50T
SOUND OFF 500 REM 200	SOUND OFF 500 SERIES BLUEPRINT CONTROLLER REMOTE HEAD CONTROLLER 200 WATT DUAL TONE SIREN. ENGSA5200RSP	CONTROLLER	1.00	1,190.00	1,190.00T
SOUND OFF BP NODE	SOUND OFF REMOTE NODE FOR USE WITH BLUEPRINT. ENGND04101	NODE	2.00	227.50	455.00T
SOUND OFF BP NODE HA...	SOUND OFF NODE HARNESS KIT ENGHNK02	NODE HARNESS	2.00	60.20	120.40T
SOUND OFF ETSS100J	SOUND OFF SIGNAL 100 WATT SIREN SPEAKER. ( INCLUDES VEHICLE MOUNTING BRACKET ) ETSS100J	SIREN SPEAKERS	2.00	214.50	429.00T

[REDACTED]

Signature
Sales tax (0.0%)
<b>TOTAL</b>

6. VEHICLES DELIVERED WITHOUT SUFFICIENT FUEL WILL ENCUR ADDITIONAL FUEL COSTS

# ESTIMATE

98


Customer Information	Ship To
TOWN OF PAONIA ( POLICE ) 214 GRAND AVE PAONIA, CO 81428	

Date	Estimate #
7/15/24	23422

LOCATION CODES GR- GRILLE LP-LICENSE PLATE SDB - SIDE BUMPER SDW - SIDE WINDOW RR- REAR

Rep	Tag #	Vehicle / Info	PO# / POINT OF CONTACT
DM		2024 FORD PIU	

ITEM	DESCRIPTION	LOCATION	QTY	PRICE	Total
LAWS GAMMA TA 8	GAMMA SERIES 8 HEAD DUO TRAFFIC ADVISOR RED / BLUE WITH AMBER ARROW. GAMTN8RBA	REAR WINDOW TA	1.00	589.00	589.00T
LAWS LED BULB 7443 W...	HIGH INTENSITY 7443/7440 REVERSE & FOG LIGHT LED BULB - WHITE (EACH). 80 WATT OUTPUT. LAWS7443-W	REVERSE LIGHTS	2.00	20.37	40.74T
LAWS VERSA MAX G3 60...	VERSA MAX G3 60" ULTRA THIN WARNING LIGHT. RED/ BLUE INCLUDES LED FLASHER. VSAM60JG3	ROCKER LIGHT	2.00	359.005	718.01T
LAWS FX6 BW	LAWS GAMMA FX6 DUAL COLOR BLUE / WHITE. FX6 BW	SIDE LIGHT	1.00	144.00	144.00T
LAWS FX6 BW	LAWS GAMMA FX6 DUAL COLOR BLUE / WHITE. FX6 BW	SIDE LIGHT	1.00	144.00	144.00T
SOUND OFF MPOWER 4" ...	SOUND OFF MPOWER 4" STUD MOUNT BLACK HOUSING TRI COLOR RED / WHITE / BLUE EMPS2STS5RBW	LICENSE PLATE	1.00	201.28	201.28T
SOUND OFF MPOWER 4" ...	SOUND OFF MPOWER STUD MOUNT 4" DUO RED/WHITE. EMPS2STS4D	LICENSE PLATE	1.00	158.08	158.08T
LS3 SHD SIDE SGL	LS3 SINGLE SIDE WINDOW MOUNT SHROUD. ACCEPTS ONE MPOWER OR TRI COLOR LIGHT. ZERO FLASHBACK SHROUD. SHD SIDE SGL	REAR SIDE SHROUDS	2.00	56.25	112.50T
SOUND OFF MPOWER 3" ...	SOUND OFF MPOWER 3" STUD MOUNT FOR FORD PI UTILITY HOLE PATTERN. RED / WHITE EMPS1020D	LIFTGATE LEFT	1.00	133.70	133.70T
SOUND OFF MPOWER 3" ...	SOUND OFF MPOWER 3" STUD MOUNT FOR FORD PI UTILITY HOLE PATTERN. BLUE / WHITE EMPS1020E	LIFTGATE RIGHT	1.00	133.70	133.70T

	Signature
	Sales tax (0.0%)
	<b>TOTAL</b>

# ESTIMATE

99

Customer Information	Ship To
TOWN OF PAONIA ( POLICE ) 214 GRAND AVE PAONIA, CO 81428	

Date	Estimate #
7/15/24	23422

LOCATION CODES GR- GRILLE LP-LICENSE PLATE SDB - SIDE BUMPER SDW - SIDE WINDOW RR- REAR

Rep	Tag #	Vehicle / Info	PO# / POINT OF CONTACT
DM		2024 FORD PIU	

ITEM	DESCRIPTION	LOCATION	QTY	PRICE	Total
SOUND OFF INTER SUR ...	SOUND OFF INTERSECTOR SERIES SURFACE MOUNT DUAL COLOR BLACK HOUSING. RED/WHITE ENT3B3D	MIRROR	1.00	264.87	264.87T
SOUND OFF INTER SUR ...	SOUND OFF INTERSECTOR SERIES SURFACE MOUNT DUAL COLOR BLACK HOUSING. BLUE/WHITE ENT3B3E	MIRROR	1.00	264.87	264.87T
SOUND OFF INTER BKT P...	SOUND OFF INTERSECTOR UNDER MIRROR MOUNT DRIVERS / PASS SIDE 20+ PIU PMP2BKUMB4	BRACKETS	2.00	29.185	58.37T
SETINA PB 450 L4 PIU S...	SETINA PB 450 LIGHTED BUMPER WITH FORWARD AND SIDE FACING SOUND OFF MPOWER DUO COLOR LED LIGHT HEADS. R/W -B/W BK2168ITU20	PUSH BUMPER	1.00	1,118.29	1,118.29T
SETINA SPT PIU 20+ ST...	SETINA "SPT Single Prisoner Transport Partition Partition #6VS SPT Stationary Window Coated Polycarbonate *FOR USE WITH: -Stock Seat" 1K0574ITU20WD	single cage	1.00	1,205.89	1,205.89T
SETINA TRANS SEAT PIU...	SETINA PRISONER TRANSPORT REPLACEMENT SEAT WITH 12VS EXP WITH CENTER PULL SEAT BELTS FOR 2020 PI UTILITY. QK0635ITU20	PRISONER SEAT / REAR BARIER	1.00	1,595.20	1,595.20T
SETINA POLY WIN GUAR...	SETINA POLY WINDOW GUARDS FOR PI UTILITY 2020+ WK0595ITU20	WINDOW GUARDS	1.00	323.67	323.67T
JOTTO DESK FORD PI UT...	JOTTO DESK COUNTOUR CONSOLE FOR 2020+ FORD PI UTILITY. 20" OF STORAGE SPACE AND INCLUDES EQUIPMENT SPECIFIC FACEPLATES. 425-6505	center console	1.00	492.30	492.30T
JOTTO 425-3704	ABS DUAL CUP HOLDER FACE PLATE MOUNT REQUIRES 4" OF MOUNTING SPACE 425-3704	CUP HOLDER	1.00	66.85	66.85T
SANTA CRUZ 18" LONG F...	SANTA CRUZ 18" LONG FLAT BAR FOR ADJUSTABLE GUN LOCKS SC-502	ADJ BAR	1.00	35.00	35.00T

<p>6. VEHICLES DELIVERED WITHOUT SUFFICIENT FUEL WILL ENCUR ADDITIONAL FUEL COSTS</p>	Signature
	Sales tax (0.0%)
	<b>TOTAL</b>

# ESTIMATE

100


Customer Information	Ship To
TOWN OF PAONIA ( POLICE ) 214 GRAND AVE PAONIA, CO 81428	

Date	Estimate #
7/15/24	23422

LOCATION CODES GR- GRILLE LP-LICENSE PLATE SDB - SIDE BUMPER SDW - SIDE WINDOW RR- REAR

Rep	Tag #	Vehicle / Info	PO# / POINT OF CONTACT
DM		2024 FORD PIU	

ITEM	DESCRIPTION	LOCATION	QTY	PRICE	Total
SANTA CRUZ SC6	SANTA CRUZ UNIVERSAL HANDCUFF STYLE GUN LOCK XTRA LARGE WITH HANDCUFF KEY OVERRIDE. SC6-H	gun locks	2.00	187.275	374.55T
SANTA CRUZ SC-1901	SANTA CRUZ BUT PLATE SOLID SC-1901	butt plates	2.00	33.00	66.00T
LAWS PRISONER LIGHT (...)	LED PRISONER / AUX LIGHT. - RED 3W DOMED LED - THREADED BASE FOR HEADLINER & FLUSH MOUNTED APPLICATIONS LAWS-PRIS-LED-R	PRISONER LIGHT *RED*	1.00	37.50	37.50T
LAWS PRISONER LIGHT (...)	LAWS LED PRISONER / AUX LIGHT. - CLEAR 3W DOMED LED - FOR HEADLINER & FLUSH MOUNTED APPLICATIONS LAWS-PRIS-LED-C	REAR LIFTGATE *WHITE*	1.00	37.50	37.50T
LAWS ARMREST	LAWS NEOPRENE PADDED ARM REST WITH ADJUSTABLE MOUNT BRACKET. L-ARM-1	ARM REST	1.00	111.50	111.50T
LAWS POWER FACEPLAT...	LAWS POWER FACEPLATE KIT FITS JOTTO / HAVIS / TROY / GAMBER CENTER CONSOLES. INCLUDES 1 12 VDC POWER OUTLET AND 2 USB A / C CHARGING PORTS. LAWSPWRFP	POWER FACEPLATE	1.00	85.00	85.00T
GAMBER DS-138	GAMBER JOHNSON UNIVERSAL SIDE MOUNT TUBE. DS-138	MDT MOUNT	1.00	80.03	80.03T
GAMBER QADJ-UPPER-M	GAMBER JOHNSON ADJUSTABLE UPPER POLE. 8" LONG QUICK ADJUST. QADJ-UPPER-M	UPPER MDT	1.00	127.05	127.05T
GAMBER 7160-0750	GAMBER JOHNSON STD CLEVIS VESA 75MM 90 DEGREE MOTION ATTACHMENT. WITH DISCS 7160-0750	MOTION ATT	1.00	80.85	80.85T

	Signature
	Sales tax (0.0%)
	<b>TOTAL</b>

# ESTIMATE

101


Customer Information	Ship To
TOWN OF PAONIA ( POLICE ) 214 GRAND AVE PAONIA, CO 81428	

Date	Estimate #
7/15/24	23422

LOCATION CODES GR- GRILLE LP-LICENSE PLATE SDB - SIDE BUMPER SDW - SIDE WINDOW RR- REAR

Rep	Tag #	Vehicle / Info	PO# / POINT OF CONTACT
DM		2024 FORD PIU	

ITEM	DESCRIPTION	LOCATION	QTY	PRICE	Total
LS3 STD 1DR (INTERCEP...	LS3 INDUSTRIES STORAGE VAULT FOR MID-SIZE STORAGE COMPARTMENTS. -SINGLE DRAWER. -SINGLE KEY LOCKING PADDLE LATCH - 38" W 24" D 14"T - ALLOWS FOR FULL SIZE SPARE TIRE ACCESS IN EXPLORER AND INTERCEPTOR SUV LS3-STD-INT-UT-1DR-PL	VAULT	1.00	1,750.00	1,750.00T
ANTENNA KIT 7/800 DTRS	LAWS 7-800 ANTENNA KIT FOR DTR MOBILE RADIOS. -LARSEN ANTENNA 698-906/1710-2500 MHZ SLPT698-2170NMOHF -LARSEN HF NMO CABLE NMOKHFUD -LAIRD MINI UHF MALE CONNECTOR CRIMP ON FOR RG/58. CMUHF58	ANTENNA KIT	1.00	90.00	90.00T
MAGNETIC MIC	MAGNETIC MIC HOLDER. 425-3817	MAGNETIC MIC	1.00	39.66	39.66T
TECNIQ E12-WB0RP	TECNIQ DUAL COLOR RED / WHITE DOME / HATCH LIGHT. E12-WB0RP	DOME LIGHT	1.00	90.42	90.42T
SHOP SUPPLIES ( BP)	SHOP SUPPLIES AND MISC CONSUMABLE PARTS. ( BLUEPRINT ) -INCLUDES 100A RESET BREAKER / MISC WIRE AND CONNECTIONS.	misc shop	1.00	500.00	500.00T
LABOR	INSTALLATION LABOR SERVICE. ( EVT Certified Installer )  -PROGRAM NOTES -ADD PANIC ALERT SWITCH RIGHT SIDE OF UPPER DASH -FULL FLOOD -FULL CRUISE -ADD DVI	installation	1.00	2,450.00	2,450.00

	Signature
	Sales tax (0.0%) \$0.00
	<b>TOTAL</b> \$17,354.92

















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

<b>AGENDA ITEM:</b>	Agenda Item #6 Consideration of Leasing Town Property (Twin Lakes) to Delicious Orchards - Big B's
<b>SUBMITTED BY:</b>	Stefen Wynn, Town Administrator/Treasurer
<b>DATE:</b>	7.19.2023
<b>BACKGROUND:</b>	Big B's Delicious Orchards submitted a request to lease another property for discussion during the 7.9.2024 Board of Trustees meeting, it was determined that Staff would investigate the possibility of leasing property at a different location off of Samuel Wade Road. After investigating the possibility and working with Big B's, Staff have determined that it would be feasible to allow for event parking only at the Twin Lakes area on Samuel Wade Road across from the Public Library. Should the Board of Trustees wish to grant a lease agreement to Big B's for the area, staff would begin working with Big B's to make the space acceptable for car parking and for the shuttle bus to move patrons. Staff would also work to ensure that police coverage was available for directing traffic, that the entrance and exit was safely accessible, and that Big B's would make certain improvements to allow for vehicle parking. Staff would also notify the neighboring properties of the increase in vehicle traffic during parking times for the event.
<b>BUDGET:</b>	N/A
<b>RECOMMENDATION:</b>	Recommended Motion:  I move to approve event parking on Town property off of Samuel Wade Road and direct the Town Administrator and Town Attorney to draft an acceptable agreement with Big B's that considers adequate compensation for the event, and to coordinate a plan for event parking, and to notify adjacent property owners of increased vehicular traffic during the event.
<b>ATTACHMENT:</b>	Attachment A: Twin Lakes Paonia Lease Attachment B: Delicious Orchard Off Site Parking Attachment C: Insurance Certificate

## LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") is made and entered into this [Date] by and between the Town of Paonia, Colorado, a Colorado statutory town ("Grantor") and North Fork Cellars LLC, DBA Big B's Delicious Orchards, a Colorado limited liability company ("Grantee"). Grantor and Grantee shall be collectively referred to herein as the "Parties" and individually as a "Party."

### RECITALS

- Grantor is the owner of the following real property: 3 3rd Street, Paonia, Colorado 81428, Delta County Assessor Parcel No. 324506200005, State of Colorado (the "Property").
- Grantee desires to use the entire parcel, approximately 4 acres, exclusively for off-site parking for an event, which portion of Property is more particularly depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Licensed Area").
- Grantor is willing to grant to Grantee a revocable license to enter the Licensed Area for the purpose of off-site parking and event preparation upon the terms and conditions contained in this Agreement.

### AGREEMENT

#### 1. Term

The term of this Agreement shall commence on 8/24/24 and expire on 8/24/24 ("Term"). However, Grantee is granted access to the Property prior to the start date for preparations such as mowing, grading the empty lot, and setting up cones to designate parking rows.

#### 2. Grant of License

Grantor hereby grants to Grantee a non-exclusive license to enter upon and use the Licensed Area during the Term of this Agreement for the sole purpose of off-site parking for an event. Grantee may use the Licensed Area for preparation purposes prior to the event. There will be no camping allowed on this lot.

#### 3. Compensation

Grantee shall remit payment to cover all costs incurred by the town that the Board of Trustees deems necessary. This includes a special event insurance policy for the parking lot parcel, an off-duty police officer for traffic direction, any costs needed to prepare the site for parking, any cleanup costs, and any other reasonable costs required by the Trustees.

#### 4. Maintenance and Improvements

Grantee shall not construct any permanent improvements on the Licensed Area. Grantee is responsible for any and all damages to the Licensed Area caused by Grantee's use.

#### 5. Interference with Grantor Operations

Grantee acknowledges that the Property and the Licensed Area are public lands. If Grantee's activities interfere directly or indirectly with any use of the Property by Grantor or the public, cause harm to others, or create any nuisances, Grantor may immediately terminate this Agreement upon written notice without liability.

## 6. Compliance with Laws

Grantee represents and warrants that it shall conduct its operations in compliance with all applicable local, state, and federal laws, permits, and regulations and shall indemnify, defend, and hold harmless Grantor from any and all claims arising out of Grantee's use of the Property.

## 7. Hazardous Materials

Grantee shall not cause any hazardous substances to be dumped, spilled, released, permanently stored, or deposited on or beneath the Licensed Area or Property. Any such substances shall be removed by Grantee.

## 8. Maintenance of the Licensed Area

Grantee shall maintain the Licensed Area in a clean manner and promptly remove any waste or debris attributed to its operations.

## 9. Liability

Grantee assumes sole responsibility and liability related to its use of the Licensed Area. Grantee shall promptly reimburse Grantor for any payments or expenses incurred due to Grantee's activities.

## 10. Indemnification

Grantee agrees to defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents against all liability and claims for injury or damage on or about the Licensed Area arising out of this Agreement.

## 11. Insurance

Grantee agrees to obtain and maintain comprehensive general liability insurance with coverage of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Grantor shall be named as an additional insured on all such policies, and Grantee shall furnish a copy of the policy prior to the Effective Date.

## 12. Breach and Attorney's Fees

In the event of any breach of this Agreement by Grantee, Grantor may sue to enforce the Agreement or recover damages. The prevailing Party shall be entitled to recover all related costs and expenses, including reasonable attorney's fees.

## 13. Termination

Upon termination of this Agreement, all obligations of either Party shall be extinguished.

## 14. Notices

Notices shall be given as follows:

If to Grantor: Town Administrator, Town of Paonia, PO Box 460, Paonia, Colorado 81428  
If to Grantee: North Fork Cellars LLC, 39126 Highway 133, Hotchkiss, CO 81419

**15. Assignment**

Grantee may not assign this Agreement without the prior written consent of Grantor.

**16. Waiver**

The failure of either Party to exercise any rights under this Agreement shall not be a waiver of those rights.

**17. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements.

**18. Modification**

This Agreement may be modified only by a written instrument executed by the Parties.

**19. Venue and Jurisdiction**

The laws of the State of Colorado shall govern this Agreement. Venue shall be proper in Delta County, Colorado.

**20. Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in effect.

**21. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

**GRANTOR:**

THE TOWN OF PAONIA, COLORADO, a Colorado statutory town

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

Paige Smith, Mayor

**GRANTEE:**

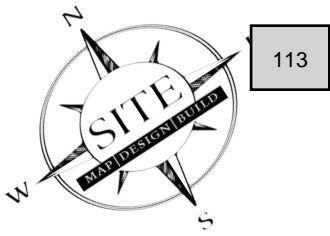
NORTH FORK CELLARS LLC, DBA BIG B'S DELICIOUS ORCHARDS, a Colorado limited liability company

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

Jeff Schwartz, Owner

**Exhibit A: Licensed Area**





SITE MDB  
 47 Pan American Ave  
 Paonia, CO 81428  
 Tel: 720.320.8987

DRAWN BY  
 Judd Kleinman



CLIENT  
 Big B's Delicious Orchard  
 39126 CO-133  
 Hotchkiss, CO 81419

PROJECT  
 Day Parking Proposal for  
 Shaky Graves Concert August 24th

**A**0.1



Mayor's Report  
July 23, 2024  
Summary of Meeting Attended on June 27, 2024

**Thursday morning June 27, 2024 - Meeting with Local Groups and Senator Hickenlooper**

This meeting was organized by Senator Hickenlooper's office to hear from local recipients of the Federal Investments in Rural Climate Resiliency Grants program. We met on Stevens Gulch Rd. inside the gate to the old Bowie #1 Coal Mine entrance so that Chris Caskey (Delta Brick and Climate) could provide Senator Hickenlooper a tour of his efforts at the abandoned mine property his company recently purchased.

I was asked to give a very brief (1 minute) welcome to the group, which I did. Representatives from six local entities were present and each gave a brief summary of the work they were doing as recipients of grants.

- Chris Caskey, Delta Brick and Climate: Chris's company purchased the abandoned Bowie #1 coal mine and is currently thermally oxidizing the leaking methane to keep it out of the atmosphere and plans to move a clay tile factory to the site to utilize the methane for firing the kilns. Chris' company currently makes tiles from the sediment they collect behind the Paonia Reservoir dam at his factory in Montrose. Delta Brick and Climate received a grant from the Department of Energy.  
<https://www.cpr.org/2024/04/17/how-a-colorado-scientist-wants-to-slow-climate-change-methane-mud-ceramics/>
- Lisa Delaney, Colorado Farm & Food Alliance and Mark Waltermire, Thistle Whistle Farm – CO Food and Farm Alliance was chosen by National Community Solar Partnership to be a recipient of a Community Power Accelerator Phase One prize to study and advance community-owned, farm-based renewable projects in the North Fork Valley. The effort has now coalesced around a 5-acre agrivoltaics project planned at Thistle Whistle farm near Hotchkiss. The purpose is to advance more community-owned renewables that integrate with agriculture and serve local residents.  
[https://www.deltacountyindependent.com/news/rural-renewables-and-agrivoltaics-get-a-leg-up-in-north-fork-valley-colorado-farm-and/article\\_b5a94a38-e116-11ed-b7f0-3bf9e80ff4a0.html](https://www.deltacountyindependent.com/news/rural-renewables-and-agrivoltaics-get-a-leg-up-in-north-fork-valley-colorado-farm-and/article_b5a94a38-e116-11ed-b7f0-3bf9e80ff4a0.html)
- Hannah Stevens, Western Slope Conservation Center received a grant from the Bureau of Reclamation to improve the diversion on the North Fork of the Gunnison River that supplies water to the Farmers Ditch irrigation company, irrigating approximately 1,000 acres with 100 shareholders. This is a 2-million-dollar project ultimately funded through the Bipartisan Infrastructure Law.  
[https://www.highcountryshopper.com/spotlight/collaboration-making-ditch-diversion-projects-a-reality/article\\_a2fc1308-990c-11ee-96e0-cf7aa58ce99f.html](https://www.highcountryshopper.com/spotlight/collaboration-making-ditch-diversion-projects-a-reality/article_a2fc1308-990c-11ee-96e0-cf7aa58ce99f.html)
- Kent Blackwell, DMEA received a 72-million-dollar partially forgivable loan from the USDA Rural Utility Service to build a 20-megawatt solar farm and 80 megawatt hours of battery storage all of which will be enough to power 7,000 homes. Site details are not yet finalized, but the cooperative will own and operate the array and has set 2030 as the target for when the array will be complete and pumping energy into the local grid.  
<https://www.dmea.com/news/another-big-win-for-local-solar-energy-dmea-secures-72m-in-usda-funds>

- Chris Turek, Solar Energy International (SEI) in Paonia was also invited to describe what SEI does and the training programs they offer to students from all over the world to learn how to become solar energy technicians and installers. SEI has trained over 150,00 students since 1991. The Senator toured the SEI campus and learned more about how the Bipartisan Infrastructure Law’s potential to drive significant advancements in the renewable energy sector. SEI, in collaboration with Amicus O&M Cooperative, has created the Solar Operations and Maintenance High Road Training Partnership. This collaborative project is being funded in part by a grant from the U.S. Department of Energy, Solar Energy Technology Office.

<https://www.solarenergy.org/senator-hickenloopers-visit-to-sei-a-step-forward-for-solar-equity-and-workforce-development/>