



TOWN OF PAONIA
214 GRAND AVENUE
REGULAR TOWN BOARD MEETING AGENDA
TUESDAY, JUNE 25, 2024 6:30 PM
[HTTPS://US02WEB.ZOOM.US/J/85807417479](https://us02web.zoom.us/j/85807417479)
MEETING ID: 858 0741 7479

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

[June 11, 2024 Regular Meeting Minutes](#)

[Disbursements](#)

[Liquor License - Modification of Premises - Good Love LLC: Addition Sidewalk Service Area](#)

Staff Reports

Departmental Scorecard

Actions & Presentations

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

Public Hearing

Consideration of Approval of Granting a New Tavern Liquor License to Fiona's Bartique LLC for the premises located at 130 Grand Avenue, Paonia, CO 81428.

[Agenda](#) Item #1: Consideration of Approval of Special Event Permit and Liquor License for the Cherry Days Parade and Festival - Bob Bushta

[Agenda](#) Item #2: Consideration of Approval of Special Event Permit and Liquor License for the Top O' the Rockies BMW Rally - Bob Bushta

[Agenda Item #3: Consideration](#) of Approval of the DWRF Town of Paonia Design & Engineering Draft Loan

Agenda Item #4: Setting a Joint Special Meeting with the Board of Trustees and Planning Commission to Review the Master Plan Draft

Mayor & Trustee Reports

[Public Safety Committee Report](#)

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
June 11, 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 Stelter makes a motion, seconded by Trustee Swartz to approve the agenda.

The motion carries unanimously.

Announcements

'Pedal Smile Repeat': June is Bike Month in Colorado.

Wednesday, June 26th is Colorado Bike to Work day.

Trustee Swartz reads off 'Appreciations'.

Trustee Hunter announces Western Slope Conservation Center River Safety talk.

Public Comment.

M. Nierenberger: comments on Merchant Herald.

Consent Agenda

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

Mayor Smith explains she will be at the CML Conference on June 21 and that she has asked Town Clerk Vetter to sit in with Trustee Swartz to do her Finance Committee duties.

The motion carries unanimously.

Staff Reports

Town Administrator

Mayor talks about a joint special meeting for the review of the Master Plan and setting a meeting with the Town Attorney to set Bylaws and Rules of Procedure for the Planning Commission.

Actions & Presentations

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

Consideration of Contract for Town Attorney, Clayton Buchner

Trustee Swartz makes a motion, seconded by Trustee Stelter to approve the contract with Clayton Buchner, Attorney at Law with the changes of all regular meetings and as requested and acknowledgement within 1 business day.

The motion carries unanimously.

Special Event Permit and Liquor License for Mountain Harvest Festival - North Fork Valley Creative Coalition, Amy DeLuca

Public Comment:

M. Bachran: comments in favor

Discussion:

Trustee Czech makes a motion, seconded by Trustee Stelter, to approve Special Event Permit and Liquor License for Mountain Harvest Festival with all fees waived except for Liquor License Fees.

The motion carries unanimously

Special Event Permit and Liquor License for Pickin' at the Park- Pickin' Productions, Rob Miller & North Fork Valley Creative Coalition, Amy DeLuca

Public Comment:

M. Bachran: comments in favor of waiving the fees

C. Patterson: comments on clarification of legacy events.

Trustee Swartz makes a motion, seconded by Trustee Czech, to approve the Special Event Permit and Liquor License for Pickin' at the Park and waive all fees except for the Liquor License fees.

The motion carries unanimously.

Consideration of Approval of the University Services Agreement to Update the Town Park Tree Assessment for a 'Not to Exceed' Amount of \$1800.00

Greg Hottinger, current president of the Tree Board explains the tree inventory update.

Public Comment:

R. Miller: comments on trees in Town Park

Trustee Brunner makes a motion, seconded by Trustee Stelter to approve the University Services Agreement to update the Town Park Tree Assessment for a 'Not to Exceed' Amount of \$1800.00.

The motion carries unanimously.

Consideration of Memorandum of Agreement with Delta County for Maintenance of Grand Avenue (5th & Grand Realignment Project - Safe Pathways for Paonia)

Trustee Stelter makes a motion, seconded by Mayor Pro-Tem Valentine, to approve the Memorandum of Agreement with Delta County for maintenance of Grand Avenue (5th & Grand Realignment Project - Safe Pathways for Paonia).

Motion carries unanimously.

Consideration of Approval for the Purchase of a Replacement Shed for Apple Valley Park

Trustee Stelter makes a motion, seconded by Trustee Brunner, to approve the bid from Overholt Sheds for a price of \$11,166.00 for a replacement shed for Apple Valley Park.

The motion carries unanimously.

Mayor & Trustee Reports

None

Adjournment

The meeting adjourns at 7:36 pm.

Samira M Vetter, Town Clerk

Paige Smith, Mayor

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
ADP, INC								
1352	ADP, INC	662543854	WORKFORCE PAYROLL BUNDL	05/31/2024	179.00	10-41-20	LEGAL, ENGINEERING & PR	06/30/2024
1352	ADP, INC	663313156	WORKFORCE PROCESSING C	06/14/2024	194.84	10-41-20	LEGAL, ENGINEERING & PR	06/30/2024
Total ADP, INC:					373.84			
AFLAC								
749	AFLAC	094233	AFLAC ACH 094233	06/15/2024	145.62	10-0225	AFLAC COVERAGE	06/30/2024
Total AFLAC:					145.62			
All Copy Products Inc								
1268	All Copy Products Inc	5030188412	COPIER - ADMIN	06/11/2024	99.44	10-41-25	TOWN HALL EXPENSE	06/30/2024
1268	All Copy Products Inc	5030188412	COPIER - WATER	06/11/2024	99.44	60-50-25	SHOP EXPENSE	06/30/2024
1268	All Copy Products Inc	5030188412	COPIER - WASTEWATER	06/11/2024	99.44	70-51-25	SHOP EXPENSE	06/30/2024
1268	All Copy Products Inc	5030188412	COPIER - SANITATION	06/11/2024	99.42	80-52-25	SHOP EXPENSE	06/30/2024
Total All Copy Products Inc:					397.74			
AMAZON BUSINESS								
1341	AMAZON BUSINESS	1MC4-FGRP-4	CLASP ENVELOPES	06/01/2024	23.75	10-41-15	OFFICE SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	LANDSCAPE EDGING	06/01/2024	439.90	10-46-22	REPAIRS & MAINTENANCE	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	STICKY TABS	06/01/2024	16.92	10-41-15	OFFICE SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	DRY ERASE CALENDAR (RUBE	06/01/2024	55.99	10-41-15	OFFICE SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	PRIVACY FILM	06/01/2024	37.48	10-41-25	TOWN HALL EXPENSE	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	DISPLAY RACK	06/01/2024	40.49	10-41-25	TOWN HALL EXPENSE	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	COMMAND STRIPS	06/01/2024	12.99	10-41-15	OFFICE SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	EXTENSION/SURGE PROTECT	06/01/2024	29.98	10-41-25	TOWN HALL EXPENSE	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	DRY ERASE MARKERS - VARIO	06/01/2024	29.95	10-41-15	OFFICE SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	DRY ERASE STARTER KIT (KAJ	06/01/2024	23.98	10-41-15	OFFICE SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	CORNER BOOK CASE	06/01/2024	166.99	10-41-25	TOWN HALL EXPENSE	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	DRY ERASE CALENDAR (KAJA)	06/01/2024	8.39	10-41-15	OFFICE SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	ODOBAN FLOOR CLEANER	06/01/2024	41.28	10-46-16	OPERATING SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	ANTI FATIGUE MAT	06/01/2024	39.99	10-41-25	TOWN HALL EXPENSE	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	CORK BOARD (RUBEN)	06/01/2024	38.49	10-41-15	OFFICE SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	WINDEX GLASS CLEANER	06/01/2024	22.88	10-46-16	OPERATING SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	LYSOL BOWL CLEANER	06/01/2024	3.62	10-46-16	OPERATING SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	ERGONOMIC MOUSE (KAJA)	06/01/2024	25.88	10-41-74	MACHINERY & EQUIPMENT	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	MIRROR	06/01/2024	14.99	10-41-15	OFFICE SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	WEBCAM (RUBEN)	06/01/2024	51.99	10-41-74	MACHINERY & EQUIPMENT	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	BENEFACT DISINFECTANT CLE	06/01/2024	29.99	10-46-16	OPERATING SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	VACPLUS BOWL CLEANER TAB	06/01/2024	30.98	10-46-16	OPERATING SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	SIT TO STAND DESK RISER (KA	06/01/2024	199.98	10-41-74	MACHINERY & EQUIPMENT	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	2 PACK CAUTION SIGNS	06/01/2024	18.88	10-41-25	TOWN HALL EXPENSE	06/30/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1341	AMAZON BUSINESS	1MC4-FGRP-4	PW SHIPPING COSTS	06/01/2024	54.53		10-41-17 POSTAGE	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	TOWN HALL SHIPPING COSTS	06/01/2024	54.54		10-46-17 POSTAGE	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	PW CREDITS/PROMOTIONS	06/01/2024	37.06-		10-41-16 OPERATING SUPPLIES	06/30/2024
1341	AMAZON BUSINESS	1MC4-FGRP-4	TOWN HALL CREDITS/PROMOT	06/01/2024	37.06-		10-41-15 OFFICE SUPPLIES	06/30/2024
Total AMAZON BUSINESS:					1,440.71			
Archuleta, Benny								
1245	Archuleta, Benny	ARCH6-1-2024	certified orc for june 2024	06/01/2024	750.00		60-50-42 CONTRACT SERVICES	06/30/2024
1245	Archuleta, Benny	ARCH6-1-2024	certified orc for june 2024	06/01/2024	750.00		70-51-42 CONTRACT SERVICES	06/30/2024
Total Archuleta, Benny:					1,500.00			
Bolinger & Queen Inc								
14	Bolinger & Queen Inc	1384761	FANGE & GASKET	06/14/2024	100.71		60-50-22 REPAIRS & MAINTENANCE	06/30/2024
Total Bolinger & Queen Inc:					100.71			
BOWMAN, KAJA								
1389	BOWMAN, KAJA	REIMB-060320	Approved by Stefen at 3:39 June	06/09/2024	588.17		10-41-26 TRAVEL, MEETINGS & TRAI	06/30/2024
Total BOWMAN, KAJA:					588.17			
Caselle, Inc								
21	Caselle, Inc	133395	Admin	06/01/2024	70.75		10-43-33 DATA PROCESSING	06/30/2024
21	Caselle, Inc	133395	PD	06/01/2024	70.75		10-42-33 Data Processing	06/30/2024
21	Caselle, Inc	133395	Build	06/01/2024	70.75		10-43-33 DATA PROCESSING	06/30/2024
21	Caselle, Inc	133395	Streets	06/01/2024	42.45		10-45-31 DUES & SUBSCRIPTIONS	06/30/2024
21	Caselle, Inc	133395	Parks	06/01/2024	28.30		10-46-42 CONTRACT SERVICES	06/30/2024
21	Caselle, Inc	133395	Water	06/01/2024	466.95		60-50-33 DATA PROCESSING	06/30/2024
21	Caselle, Inc	133395	Sewer	06/01/2024	466.95		70-51-33 DATA PROCESSING	06/30/2024
21	Caselle, Inc	133395	Trash	06/01/2024	198.10		80-52-33 DATA PROCESSING	06/30/2024
Total Caselle, Inc:					1,415.00			
CivicPlus								
995	CivicPlus	305887	ANNUAL SUBSCRIPTION FOR S	06/01/2024	393.75		10-41-30 PUBLISHING & ADS	06/30/2024
Total CivicPlus:					393.75			
Column Software PBC								
1183	Column Software PBC	8DFD59D8 007	CUSTOM NOTICE	05/09/2024	29.04		10-41-30 PUBLISHING & ADS	06/30/2024
1183	Column Software PBC	8DFD59D8 007	CUSTOM NOTICE	05/09/2024	35.20		10-41-30 PUBLISHING & ADS	06/30/2024
1183	Column Software PBC	8DFD59D8-007	CUSTOM NOTICE DCI 000484 -	06/10/2024	24.80		10-41-30 PUBLISHING & ADS	06/30/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total Column Software PBC:					89.04			
Delta County Independent (DCI)								
39	Delta County Independent (DCI)	11022824-2024	Newspaper Renewal 2024	06/01/2024	72.00		10-41-31 DUES & SUBSCRIPTIONS	06/30/2024
Total Delta County Independent (DCI):					72.00			
Delta County Landfill								
56	Delta County Landfill	421182	Landfill Fee	05/28/2024	364.50		80-52-42 LANDFILL FEES	06/30/2024
56	Delta County Landfill	421462	Landfill Fee	05/31/2024	493.75		80-52-42 LANDFILL FEES	06/30/2024
56	Delta County Landfill	421693	Landfill Fee	06/03/2024	243.00		80-52-42 LANDFILL FEES	06/30/2024
56	Delta County Landfill	422030	Landfill Fee	06/07/2024	457.50		80-52-42 LANDFILL FEES	06/30/2024
56	Delta County Landfill	422209	Landfill Fee	06/10/2024	290.50		80-52-42 LANDFILL FEES	06/30/2024
Total Delta County Landfill:					1,849.25			
Dependable Lumber, Inc.								
46	Dependable Lumber, Inc.	2405-035327	WOOD	05/21/2024	31.91		10-42-73 BUILDING IMPROVEMENTS	06/30/2024
46	Dependable Lumber, Inc.	2405-035639	baSE TRIM	05/23/2024	64.40		10-42-73 BUILDING IMPROVEMENTS	06/30/2024
46	Dependable Lumber, Inc.	2405-035661	baSE TRIM	05/23/2024	25.76		10-42-73 BUILDING IMPROVEMENTS	06/30/2024
46	Dependable Lumber, Inc.	2405-035869	FENDER WASHER FOR PARK D	05/24/2024	1.80		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2405036804	Crescent apex vortex - tap tool	05/30/2024	10.99		60-50-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2406 037600	thread/screw/washers	06/04/2024	1.86		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2406 037716	Watering can for park trail	06/04/2024	27.99		10-46-16 OPERATING SUPPLIES	06/30/2024
46	Dependable Lumber, Inc.	2406 038033	bags & toilet ring for park bathroo	06/06/2024	29.98		10-46-16 OPERATING SUPPLIES	06/30/2024
46	Dependable Lumber, Inc.	2406 038033	bags & toilet ring for park bathroo	06/06/2024	8.99		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2406 038060	Connector/outlet/wire cutter to mo	06/06/2024	49.47		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2406 038115	Cable staple for reroute town park	06/06/2024	1.99		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2406 038594	Wasp/hornet kill	06/10/2024	17.97		80-52-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2406037553	glass scraper	06/04/2024	4.49		80-52-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2406037910	Wasp/hornet spray	06/05/2024	7.99		10-46-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2406-038594	Wasp/hornet kill	06/10/2024	17.97		80-52-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2406039050	glove latex	06/12/2024	11.49		80-52-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2406039220	foam sealant	06/12/2024	10.49		70-51-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2406-039236	PAPER TOWELS	06/12/2024	8.79		80-52-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2406-039333	baLL VALVE FOR HAWKSHAVEN	06/13/2024	10.99		60-50-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2406-039418	threadED ROD, WATHER, NUT F	06/13/2024	22.31		60-50-22 REPAIRS & MAINTENANCE	06/30/2024
Total Dependable Lumber, Inc.:					367.63			
Empower Trust Company LLC								
1190	Empower Trust Company LLC	PPE06142024	Retirement Plan PPE	06/12/2024	3,267.05		10-0220 RETIREMENT PLAN	06/30/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total Empower Trust Company LLC:					3,267.05			
ENVIRO-CHEM ANALYTICAL INC								
1221	ENVIRO-CHEM ANALYTICAL IN	14170893	LAB TESTING	06/16/2024	65.30		70-51-42 CONTRACT SERVICES	06/30/2024
Total ENVIRO-CHEM ANALYTICAL INC:					65.30			
Fire & Police Pension Assn.								
63	Fire & Police Pension Assn.	PDDB-PPE060	Payroll Ending 06/07/2024	06/11/2024	3,230.58		10-42-11 FPPA PENSION	06/30/2024
63	Fire & Police Pension Assn.	PDDB-PPE060	Payroll Ending 06/07/2024	06/11/2024	528.64		10-42-12 FPPA D&D	06/30/2024
Total Fire & Police Pension Assn.:					3,759.22			
Green Analytical Laboratories								
1246	Green Analytical Laboratories	2405311	LEAD & COPPER PACKAGE	06/05/2024	200.00		60-50-20 LEGAL, ENGINEERING & PR	06/30/2024
Total Green Analytical Laboratories:					200.00			
Lasting Impressions								
98	Lasting Impressions	29018	UNIFORM ITEMS	05/05/2024	325.00		10-42-16 OPERATING SUPPLIES	06/30/2024
Total Lasting Impressions:					325.00			
Leon, Susan								
470	Leon, Susan	LEON-06-2024	Cleaning Contract FOR JUNE 202	06/01/2024	775.00		10-41-02 TOWN ADMIN/CONTRACT L	06/30/2024
Total Leon, Susan:					775.00			
Mail Services, LLC.								
645	Mail Services, LLC.	1939087	Postage	05/13/2024	188.12		60-50-17 POSTAGE	06/30/2024
645	Mail Services, LLC.	1939087	Postage	05/13/2024	182.59		70-51-17 POSTAGE	06/30/2024
645	Mail Services, LLC.	1939087	Postage	05/13/2024	182.58		80-52-17 POSTAGE	06/30/2024
645	Mail Services, LLC.	1941543	Postage	05/31/2024	188.12		60-50-17 POSTAGE	06/30/2024
645	Mail Services, LLC.	1941543	Postage	05/31/2024	182.59		70-51-17 POSTAGE	06/30/2024
645	Mail Services, LLC.	1941543	Postage	05/31/2024	182.58		80-52-17 POSTAGE	06/30/2024
Total Mail Services, LLC.:					1,106.58			
Mesa County Health Dept Labs								
763	Mesa County Health Dept Labs	10136	LAB TESTING 13418 DRY GULC	06/05/2024	25.00		60-50-33 DATA PROCESSING	06/30/2024
763	Mesa County Health Dept Labs	10151	LAB TESTING 413 DELTA	06/05/2024	25.00		60-50-33 DATA PROCESSING	06/30/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total Mesa County Health Dept Labs:					50.00			
NAPA - Paonia Auto Parts								
122	NAPA - Paonia Auto Parts	412282	GUAGE	06/14/2024	89.10	80-52-23	VEHICLE EXPENSE	06/30/2024
Total NAPA - Paonia Auto Parts:					89.10			
Norris, Mary								
991	Norris, Mary	NORRIS-06-20	NORRIS PENSION PAYMENT F	06/01/2024	560.00	60-50-44	NORRIS RETIREMENT	06/30/2024
991	Norris, Mary	NORRIS-06-20	NORRIS PENSION PAYMENT F	06/01/2024	560.00	70-51-44	NORRIS RETIREMENT	06/30/2024
Total Norris, Mary:					1,120.00			
North Fork Service (Reedy's)								
141	North Fork Service (Reedy's)	863320	Fuel - Police A1	05/02/2024	25.60	10-42-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863321	PW-FUEL	05/02/2024	30.13	60-50-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863321	PW-FUEL	05/02/2024	30.13	10-45-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863321	PW-FUEL	05/02/2024	30.13	10-46-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863321	PW-FUEL	05/02/2024	30.13	80-52-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863321	PW-FUEL	05/02/2024	30.13	70-51-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863322	PW-FUEL	05/02/2024	24.55	60-50-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863322	PW-FUEL	05/02/2024	24.55	10-45-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863322	PW-FUEL	05/02/2024	24.55	10-46-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863322	PW-FUEL	05/02/2024	24.55	80-52-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863322	PW-FUEL	05/02/2024	24.55	70-51-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863323	Fuel - Police A4	05/02/2024	22.75	10-42-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863324	PW-FUEL	05/03/2024	22.56	60-50-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863324	PW-FUEL	05/03/2024	22.56	10-45-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863324	PW-FUEL	05/03/2024	22.56	10-46-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863324	PW-FUEL	05/03/2024	22.56	80-52-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863324	PW-FUEL	05/03/2024	22.54	70-51-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863325	Fuel - Police A5	05/03/2024	26.00	10-42-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863326	PW-FUEL	05/07/2024	3.00	60-50-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863326	PW-FUEL	05/07/2024	3.00	10-45-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863326	PW-FUEL	05/07/2024	3.00	10-46-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863326	PW-FUEL	05/07/2024	3.00	80-52-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863326	PW-FUEL	05/07/2024	3.00	70-51-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863327	Fuel - Police A6	05/07/2024	34.00	10-42-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863328	PW-FUEL	05/08/2024	21.86	60-50-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863328	PW-FUEL	05/08/2024	21.86	10-45-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863328	PW-FUEL	05/08/2024	21.86	10-46-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863328	PW-FUEL	05/08/2024	21.86	80-52-23	VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863328	PW-FUEL	05/08/2024	21.86	70-51-23	VEHICLE EXPENSE	06/30/2024

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)	863329	PW-FUEL	05/08/2024	15.46		60-50-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863329	PW-FUEL	05/08/2024	15.46		10-45-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863329	PW-FUEL	05/08/2024	15.46		10-46-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863329	PW-FUEL	05/08/2024	15.46		80-52-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863329	PW-FUEL	05/08/2024	15.48		70-51-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863330	Fuel - Police A4	05/09/2024	36.00		10-42-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863331	PW-FUEL	05/13/2024	27.93		60-50-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863331	PW-FUEL	05/13/2024	27.93		10-45-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863331	PW-FUEL	05/13/2024	27.93		10-46-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863331	PW-FUEL	05/13/2024	27.93		80-52-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863331	PW-FUEL	05/13/2024	27.93		70-51-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863332	Fuel - Police A1	05/15/2024	28.00		10-42-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863333	PW-FUEL	05/15/2024	4.90		60-50-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863333	PW-FUEL	05/15/2024	4.90		10-45-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863333	PW-FUEL	05/15/2024	4.90		10-46-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863333	PW-FUEL	05/15/2024	4.90		80-52-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863333	PW-FUEL	05/15/2024	4.90		70-51-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863334	Fuel - Police A4	05/16/2024	23.20		10-42-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863335	Fuel - Police A5	05/16/2024	37.15		10-42-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863336	Fuel - Police Pickup Truck	05/17/2024	88.52		10-42-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863337	PW-FUEL	05/17/2024	24.25		60-50-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863337	PW-FUEL	05/17/2024	24.25		10-45-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863337	PW-FUEL	05/17/2024	24.25		10-46-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863337	PW-FUEL	05/17/2024	24.25		80-52-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863337	PW-FUEL	05/17/2024	24.24		70-51-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863338	PW-FUEL	05/20/2024	4.00		60-50-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863338	PW-FUEL	05/20/2024	4.00		10-45-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863338	PW-FUEL	05/20/2024	4.00		10-46-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863338	PW-FUEL	05/20/2024	4.00		80-52-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863338	PW-FUEL	05/20/2024	4.00		70-51-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863339	PW-FUEL	05/21/2024	19.15		60-50-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863339	PW-FUEL	05/21/2024	19.15		10-45-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863339	PW-FUEL	05/21/2024	19.15		10-46-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863339	PW-FUEL	05/21/2024	19.15		80-52-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863339	PW-FUEL	05/21/2024	19.15		70-51-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863340	PW-FUEL	05/21/2024	17.08		60-50-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863340	PW-FUEL	05/21/2024	17.08		10-45-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863340	PW-FUEL	05/21/2024	17.08		10-46-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863340	PW-FUEL	05/21/2024	17.08		80-52-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863340	PW-FUEL	05/21/2024	17.08		70-51-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863341	Fuel - Police A2	05/22/2024	53.00		10-42-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863342	PW-FUEL	05/22/2024	24.72		60-50-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863342	PW-FUEL	05/22/2024	24.72		10-45-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863342	PW-FUEL	05/22/2024	24.72		10-46-23 VEHICLE EXPENSE	06/30/2024

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)	863342	PW-FUEL	05/22/2024	24.72		80-52-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863342	PW-FUEL	05/22/2024	24.71		70-51-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863343	Fuel - Police A4	05/24/2024	32.86		10-42-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863344	Fuel - Police A1	05/28/2024	24.00		10-42-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863345	PW-FUEL	05/28/2024	13.15		60-50-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863345	PW-FUEL	05/28/2024	13.15		10-45-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863345	PW-FUEL	05/28/2024	13.15		10-46-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863345	PW-FUEL	05/28/2024	13.15		80-52-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863345	PW-FUEL	05/28/2024	13.14		70-51-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863346	Fuel - Police A5	05/28/2024	43.00		10-42-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863347	Fuel - Police A6	05/30/2024	35.35		10-42-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863348	PW-FUEL	05/31/2024	19.80		60-50-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863348	PW-FUEL	05/31/2024	19.80		10-45-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863348	PW-FUEL	05/31/2024	19.80		10-46-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863348	PW-FUEL	05/31/2024	19.80		80-52-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863348	PW-FUEL	05/31/2024	19.80		70-51-23 VEHICLE EXPENSE	06/30/2024
141	North Fork Service (Reedy's)	863349	Fuel - Police A4	05/31/2024	42.06		10-42-23 VEHICLE EXPENSE	06/30/2024
Total North Fork Service (Reedy's):					1,914.16			
Paonia Farm & Home Supply Inc								
125	Paonia Farm & Home Supply Inc	189389	WOOD SCREWS	05/22/2024	7.49		10-42-73 BUILDING IMPROVEMENTS	06/30/2024
125	Paonia Farm & Home Supply Inc	190075	CAULK, MIX, AND PLATE	05/28/2024	19.77		10-42-73 BUILDING IMPROVEMENTS	06/30/2024
125	Paonia Farm & Home Supply Inc	190976	NOZZLE	06/03/2024	14.99		10-45-25 SHOP EXPENSE	06/30/2024
125	Paonia Farm & Home Supply Inc	191263	PVC AND NIPPLES	06/05/2024	27.51		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	191320	pOTTING SOIL	06/06/2024	22.79		10-46-16 OPERATING SUPPLIES	06/30/2024
125	Paonia Farm & Home Supply Inc	191379	MR. CLEAN ERASERS FOR GR	06/06/2024	7.98		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	191428	ELBOWS AND HOSE CLAMPS	06/06/2024	15.94		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	191514	HOSE FOR PARKS	06/07/2024	42.99		10-46-16 OPERATING SUPPLIES	06/30/2024
125	Paonia Farm & Home Supply Inc	191556	ADAPTER, PVC BUSHINGS, EL	06/07/2024	26.52		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	192239	pIPE FOR FLAGS ON GRAND	06/13/2024	47.70		10-45-40 MISCELLANEOUS	06/30/2024
125	Paonia Farm & Home Supply Inc	192333	FASTENERS FOR HAWKSHAVE	06/13/2024	6.76		60-50-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	192455	ADHESIVE FOR SHOP	06/14/2024	7.99		10-46-73 BUILDING IMPROVEMENTS	06/30/2024
Total Paonia Farm & Home Supply Inc:					248.43			
Peak Alarm Co., Inc								
1119	Peak Alarm Co., Inc	1400715	ADMIN ALARM	06/01/2024	35.79		10-41-25 TOWN HALL EXPENSE	06/30/2024
1119	Peak Alarm Co., Inc	1400715	WATER ALARM	06/01/2024	35.79		60-50-25 SHOP EXPENSE	06/30/2024
1119	Peak Alarm Co., Inc	1400715	WW ALARM	06/01/2024	35.79		70-51-25 SHOP EXPENSE	06/30/2024
1119	Peak Alarm Co., Inc	1400715	TRASH ALARM	06/01/2024	35.79		80-52-25 SHOP EXPENSE	06/30/2024
Total Peak Alarm Co., Inc:					143.16			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
PHOENIX RISING RESOURCES LLC								
1297	PHOENIX RISING RESOURCES	JUNE 2024	COMP PLAN DEVELOPMENT F	06/07/2024	3,637.50		10-41-20 LEGAL, ENGINEERING & PR	06/30/2024
Total PHOENIX RISING RESOURCES LLC:					3,637.50			
Phonz +								
499	Phonz +	16605	Water	04/22/2024	360.31		60-50-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16605	Sewer	04/22/2024	360.31		70-51-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16605	General	04/22/2024	360.31		10-41-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16605	Sanitation	04/22/2024	360.32		80-52-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16813	Water	06/01/2024	680.62		60-50-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16813	Sewer	06/01/2024	680.62		70-51-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16813	General	06/01/2024	680.62		10-41-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16813	Sanitation	06/01/2024	680.63		80-52-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16879	Water	06/06/2024	972.67		60-50-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16879	Sewer	06/06/2024	972.67		70-51-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16879	General	06/06/2024	972.67		10-41-31 DUES & SUBSCRIPTIONS	06/30/2024
499	Phonz +	16879	Sanitation	06/06/2024	972.66		80-52-31 DUES & SUBSCRIPTIONS	06/30/2024
Total Phonz +:					8,054.41			
PIONEER								
1319	PIONEER	S30-T30W1-10	PATHWAY STABILIZER	05/21/2024	254.71		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
Total PIONEER:					254.71			
PROFESSIONAL MANAGEMENT SOLUTIONS								
1325	PROFESSIONAL MANAGEMENT	84933	FINANCIAL CONSULTING APRIL	05/31/2024	1,071.56		10-41-20 LEGAL, ENGINEERING & PR	06/30/2024
1325	PROFESSIONAL MANAGEMENT	84933	FINANCIAL CONSULTING APRIL	05/31/2024	1,071.56		60-50-20 LEGAL, ENGINEERING & PR	06/30/2024
1325	PROFESSIONAL MANAGEMENT	84933	FINANCIAL CONSULTING APRIL	05/31/2024	1,071.56		70-51-20 LEGAL, ENGINEERING & PR	06/30/2024
1325	PROFESSIONAL MANAGEMENT	84933	FINANCIAL CONSULTING APRIL	05/31/2024	1,071.57		80-52-20 LEGAL, ENGINEERING & PR	06/30/2024
Total PROFESSIONAL MANAGEMENT SOLUTIONS:					4,286.25			
Rhinehart Oil Co.								
1224	Rhinehart Oil Co.	75323CT	FUEL FOR TRASH TRUCK	05/31/2024	598.26		80-52-23 VEHICLE EXPENSE	06/30/2024
Total Rhinehart Oil Co.:					598.26			
Southwestern Systems, Inc								
152	Southwestern Systems, Inc	203345	Jet Clean & TV Inspection - NMO	06/11/2024	1,013.77		70-51-42 CONTRACT SERVICES	06/30/2024
Total Southwestern Systems, Inc:					1,013.77			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
TDS Telecom								
156	TDS Telecom	970-527-4642-	Telephone+Internet FOR SEWER	06/10/2024	231.13		70-51-28 UTILITIES	06/30/2024
Total TDS Telecom:					231.13			
The UPS Store #5734								
1256	The UPS Store #5734	1Z1W8V57155	WATER SAMPLE SHIPPING	06/04/2024	114.17		60-50-17 POSTAGE	06/30/2024
Total The UPS Store #5734:					114.17			
UNCC								
161	UNCC	224051104	WATER RTL Transmissions	05/31/2024	30.32		70-51-20 LEGAL, ENGINEERING & PR	06/30/2024
161	UNCC	224051104	WW RTL Transmissions	05/31/2024	30.31		60-50-20 LEGAL, ENGINEERING & PR	06/30/2024
Total UNCC:					60.63			
United Merchants Bank								
1371	United Merchants Bank	052024	FUEL	06/01/2024	64.70		10-46-23 VEHICLE EXPENSE	06/30/2024
1371	United Merchants Bank	052024	SPECIMIN COLLECTIONS	06/01/2024	133.89		10-42-16 OPERATING SUPPLIES	06/30/2024
1371	United Merchants Bank	052024	CERTIFIED LETTER	06/01/2024	8.73		10-41-17 POSTAGE	06/30/2024
1371	United Merchants Bank	052024	QR CREATOR SUBSCRIPTION	06/01/2024	143.30		10-41-31 DUES & SUBSCRIPTIONS	06/30/2024
1371	United Merchants Bank	052024	MONTHLY LUNCH WITH SUP	06/01/2024	33.85		10-41-26 TRAVEL, MEETINGS & TRAI	06/30/2024
1371	United Merchants Bank	052024	USPS ENVELOPE FOR LARGE	06/01/2024	5.08		10-41-17 POSTAGE	06/30/2024
1371	United Merchants Bank	052024	ACCIDENTAL CHARGE	06/01/2024	2.75		10-41-40 MISCELLANEOUS	06/30/2024
1371	United Merchants Bank	052024	CREDIT FOR ACCIDENTAL CHA	06/01/2024	2.75-		10-41-40 MISCELLANEOUS	06/30/2024
1371	United Merchants Bank	052024	CERTIFIED STACK	06/01/2024	12.32		10-41-17 POSTAGE	06/30/2024
1371	United Merchants Bank	052024	STAMP: PAID BY ACH/EFT	06/01/2024	24.23		10-41-15 OFFICE SUPPLIES	06/30/2024
1371	United Merchants Bank	052024	OPEN/CLOSED SIGN	06/01/2024	68.95		10-41-25 TOWN HALL EXPENSE	06/30/2024
1371	United Merchants Bank	052024	PHYSICAL STAMPS ROLL	06/01/2024	68.00		10-41-17 POSTAGE	06/30/2024
1371	United Merchants Bank	052024	WELCOME LUNCHEON FOR KA	06/01/2024	62.78		10-41-26 TRAVEL, MEETINGS & TRAI	06/30/2024
1371	United Merchants Bank	052024	CORY PHONE BRACE FOR HIS	06/01/2024	22.13		10-41-15 OFFICE SUPPLIES	06/30/2024
1371	United Merchants Bank	052024	CREDIT FOR TROPHY CASE	06/01/2024	16.95-		10-41-44 HUMAN SERVICES	06/30/2024
1371	United Merchants Bank	052024	HOTEL - STEFEN	06/01/2024	250.66		10-41-26 TRAVEL, MEETINGS & TRAI	06/30/2024
1371	United Merchants Bank	052024	CREDIT FROM HOTEL	06/01/2024	26.66-		10-41-26 TRAVEL, MEETINGS & TRAI	06/30/2024
1371	United Merchants Bank	052024	HOTEL - STEFEN	06/01/2024	254.00		10-41-26 TRAVEL, MEETINGS & TRAI	06/30/2024
Total United Merchants Bank:					1,109.01			
URBAN RURAL CONTINUUM LLC								
1323	URBAN RURAL CONTINUUM LL	PAONIA-9	ADMENDMENT #2 HOUSING AC	05/31/2024	2,022.50		10-41-75 GRANT PROJECTS	06/30/2024
Total URBAN RURAL CONTINUUM LLC:					2,022.50			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
US Postal Service								
1009	US Postal Service	460 2024	BOX #460 RENEWAL FOR 2024	06/01/2024	188.00		10-41-17 POSTAGE	06/30/2024
Total US Postal Service:					188.00			
Western Implement								
1301	Western Implement	IN39526	CHAIN SAW MAINTENANCE	06/06/2024	169.22		10-45-25 SHOP EXPENSE	06/30/2024
Total Western Implement:					169.22			
Winwater Corp								
491	Winwater Corp	07480101	BORROWED PARTS FROM PITK	06/06/2024	495.92		60-50-22 REPAIRS & MAINTENANCE	06/30/2024
491	Winwater Corp	07493401	METER PIT	06/06/2024	1,492.80		60-50-22 REPAIRS & MAINTENANCE	06/30/2024
Total Winwater Corp:					1,988.72			
WRIGHT WATER ENGINEERS, INC.								
1385	WRIGHT WATER ENGINEERS, I	69848	HYDROGEOLOGICAL STUDY -	05/31/2024	9,312.75		60-50-20 LEGAL, ENGINEERING & PR	06/30/2024
Total WRIGHT WATER ENGINEERS, INC.:					9,312.75			
Grand Totals:					54,837.49			

Board Meeting Date: _____

Town Administrator: _____

Finance Committee: _____

Date Reviewed: _____



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

AGENDA ITEM:	Consent Agenda- Liquor License Modification of Premises- Addition of Sidewalk Service Area
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	June 25, 2024
BACKGROUND:	<p>With their successful opening Good Love LLC has added extra seating outside of their restaurant with a Sidewalk Business Use Permit. They will add required fencing and signage when the liquor license modification goes through and have ensured that the ADA minimum of 36 inches of open sidewalk is followed.</p> <p>Their fees and the fees for the Department of Revenue have been turned in with the appropriate paperwork.</p>
BUDGET:	\$75 to 10-21-01 Liquor Licenses
RECOMMENDATION:	All legal requirements have been met for the approval of this Sidewalk Service area
ATTACHMENT:	Modification of Premises Application for Good Love LLC

Instruction Sheet for Permit Application and Report of Changes

For All Sections, Complete Questions on Page 2

Section A

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

Section B

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

Section C

Check the appropriate box in section C and proceed below.

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

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

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

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

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

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

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

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

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

DR 8442 (02/26/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

Applicant is a Corporation Individual Partnership Limited Liability Company

License Number

03-20609

Name of Licensee

Abreaze Parra

Trade Name of Establishment (DBA)

Good Love

Address of Premises (specify exact location of premises)

208 3rd street

City

Paonia

County

Delta

State ZIP Code

CO 81428

Business Email Address

goodlovechef@gmail.com

Business Phone Number

9705271041

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

Section A – Manager

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

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

Section B – Duplicate License

- Duplicate License \$50.00

Section C

- Retail Warehouse Storage Permit (each)..... \$100.00
- Wholesale Branch House Permit (each)..... \$100.00
- Change Corporation or Trade Name Permit (each)..... \$50.00
- Change Location Permit (each)..... \$150.00
- Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00
- Change, Alter or Modify Premises.....\$150.00 x ¹ Total Fee: 150
- Addition of Optional Premises to Existing Hotel/Restaurant\$100.00 x Total Fee:
- Addition of Related Facility to an Existing Resort or Campus Liquor Complex.....\$160.00 x Total Fee:
- Campus Liquor Complex Designation..... No Fee
- Sidewalk Service Area..... \$75.00

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

Date License Issued	License Account Number	Period
2/29/2024	03-20209	2-27-2025

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

Total Amount Due..... \$ 180 00

Storage Permit

Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

Retail Warehouse Permit for:

On-Premises Licensee (Taverns, Restaurants etc.)

Off-Premises Licensee (Liquor stores)

Wholesalers Branch House Permit

Address of Storage Premise

Address of Storage Premise		
City	County	ZIP Code

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

Attach a detailed diagram of the storage premises.

Change Trade Name or Corporate Name

Change of Trade Name/DBA only

Corporate Name Change (Attach the following supporting documents)

1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name

New Trade Name

Old Corporate Name

New Corporate Name

Change of Location

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

Date filed with Local Authority

Date of Hearing

Address of current premises.

Address

City

County

ZIP Code

Address of proposed New Premises

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

Address

City

County

ZIP Code

New mailing address if applicable.

Address

City

County

State

ZIP Code

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

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

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

Address of Location 1:

Address

City	County	ZIP Code

Address of Location 2:

Address

City	County	ZIP Code

Change of Manager

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

Change of Manager

Former Manager's Name

New Manager's Name

Date of Employment

[Empty date input box]

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

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

If yes, give name and location of establishment

[Empty text box for providing establishment details]

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

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

(a) Describe change proposed

Expanding seating onto sidewalk off of building, leaving 42 inches of remaining sidewalk

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

Start (month/day/year)

End (month/day/year)

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

(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?.....

Yes

No

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

[Empty text box for providing details and exemptions]

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

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

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

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

(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation

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

Liquor License Type	Liquor License Number
<input type="text"/>	<input type="text"/>

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

Additional Related Facility

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

Address of Related Facility

Address

City	State	ZIP Code
<input type="text"/>	<input type="text"/>	<input type="text"/>

Outlined diagram provided..... Yes No

Oath of Applicant

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

Print Name	Title	Date (MM/DD/YY)
Abreaze Parra	owner	06/17/2024
Signature		

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

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.

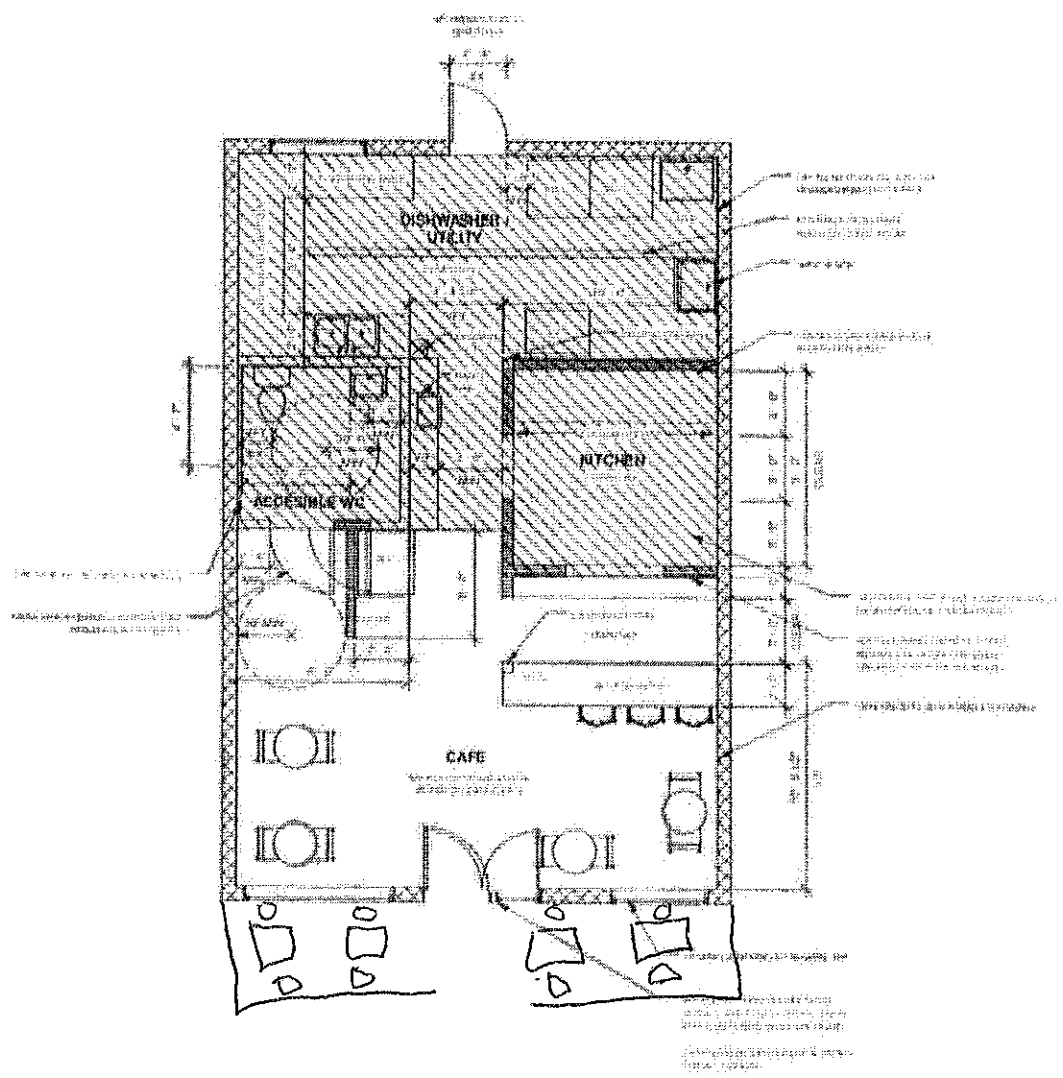
Local Licensing Authority (City or County)	Date filed with Local Authority	
<input type="text"/>	<input type="text"/>	
Signature	Title	Date (MM/DD/YY)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Report of State Licensing Authority

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

Signature	Title	Date (MM/DD/YY)
<input type="text"/>	<input type="text"/>	<input type="text"/>

Exhibit B FLOOR PLAN



CAFE PLAN
1/4" = 1'-0"



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

AGENDA ITEM:	Public Hearing - LLL 2024-108 Fiona's Bartique
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	June 25, 2024
BACKGROUND:	<p>As you can see all paperwork and fees are turned in and the Preliminary Findings and Report has been delivered. This is also a concurrent review with the Department of Revenue.</p> <p>Fiona's is currently in the Planning Review Stage and my request is that if you approve this Liquor License, that you do it conditionally on their final building inspection and Town Clerk walk-through being complete.</p>
BUDGET:	Revenue: \$1,150.00 to 10-32-01 Liquor Licenses
RECOMMENDATION:	Approval upon the conditions of completing a final building inspection and Town Clerk walk through
ATTACHMENT:	Fiona's Bartique Tavern Liquor License Application, supporting documents and affidavit of publication



Office of the Town Clerk
Samira Vetter, Town Clerk
214 Grand Ave.
P.O. Box 460
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

June 14, 2024

Rene Verduin
Fiona's Bartique LLC
40386 River Hollow Road
Paonia, CO 81428

Re: Preliminary Findings and Report

Ms. Verduin,

You are hereby advised that an investigation has been made regarding your application for a Tavern (City) Liquor License. Based on the results thereof, the following has been determined:

- 1.) The full application was received on May 21, 2024
- 2.) The location of the premises for which the license is sought is 130 Grand Avenue, Paonia, CO 81428
- 3.) In the two years preceding the date of the application, there has not been a denial of any liquor license application for the reason that reasonable requirements of the neighborhood were satisfied by the existing licenses.
- 4.) It appears from the application documents that you are entitled to possession of the premises where you propose to exercise the license applied for and that the possession will continue throughout the initial term of the license, which through the review of documents was confirmed that the lease ends on July 4th, 2029.
- 5.) The sale of liquor at the proposed premises is not a violation of the Town of Paonia zoning, building and fire laws or regulations.
- 6.) The proposed location does not appear to be within 500ft from any public or private school or the principal campus of any college, university or seminary.
- 7.) The Town of Paonia has generally held that the Neighborhood is the Town limits. You, as the applicant, may accept that or present alternative evidence. You have presented signatures on your petition in support of the license with reference to the needs of the Neighborhood and the desires of the adult inhabitants of the Neighborhood.
- 8.) The background investigation results from the FBI and CBI have produced no results which would cause the character of the applicant to be at issue as part of this hearing.

CC:

9.) The Notice of the Public Hearing was physically posted at the location on June 10th, 2024, at Town Hall on June 14th, 2024 and published in the Delta County Independent on June 13th & June 20th, 2024

The Public Hearing on your application has been set for Tuesday, June 25, 2024 at 6:30 pm or shortly thereafter. The hearing will take place in the Board Room at Paonia Town Hall, 214 Grand Avenue in Paonia. At the hearing, you shall have the opportunity to be heard regarding all matters of consideration of your application. Be advised that you, as the applicant, are burdened with persuading the Board of Trustees, who are the Local Licensing Authority, that the granting of this license will meet the needs of the Neighborhood and desires of the adult inhabitants of the Neighborhood. Should you have any questions or concerns regarding the procedures involved in this public hearing, please feel free to contact me at (970) 527-4101 or samirav@townofpaonia.com.

Respectfully Submitted,



Samira M. Vetter

Paonia Town Clerk

E: SamiraV@townofpaonia.com

Colorado Liquor Retail License Application

* Note that the Division will not accept cash Paid by check Paid online Uploaded to Date
 Moved on

New License New-Concurrent Transfer of Ownership State Property Only Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code: SBG.Colorado.gov/Liquor

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

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation FEIN Number
99-2784136

2a. Trade Name of Establishment (DBA) State Sales Tax Number
96314166-0001 Business Telephone
415.602.5905

3. Address of Premises (specify exact location of premises, include suite/unit numbers)
130 Grand Ave.

City Paonia County Delta State CO ZIP Code 81428

4. Mailing Address (Number and Street) City or Town State ZIP Code
 40386 River Hollow Rd. Paonia CO 81428

5. Email Address
fionasbartigue@gmail.com

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

Present Trade Name of Establishment (DBA)	Present State License Number	Present Class of License	Present Expiration Date
---	------------------------------	--------------------------	-------------------------

Section A Nonrefundable Application Fees*	Section B (Cont.) Liquor License Fees*
--	---

- | | |
|---|---|
| <input type="checkbox"/> Application Fee for New License.....\$1,100.00
<input checked="" type="checkbox"/> Application Fee for New License w/Concurrent Review\$1,200.00
<input type="checkbox"/> Application Fee for Transfer\$1,100.00 | <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50
<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00
<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00
<input type="checkbox"/> Manager Registration - H & R.....\$30.00
<input type="checkbox"/> Manager Registration - Tavern.....\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00
<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Optional Premises License (County)\$500.00
<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Racetrack License (County)\$500.00
<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Retail Liquor Store License--Additional (City).....\$227.50
<input type="checkbox"/> Retail Liquor Store License--Additional (County)\$312.50
<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Retail Liquor Store (County)\$312.50
<input checked="" type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Tavern License (County)\$500.00
<input type="checkbox"/> Vintners Restaurant License (City)\$750.00
<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00 |
|---|---|

Section B Liquor License Fees*

- | | |
|---|---|
| <input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X _____ Total _____
<input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X _____ Total _____
<input type="checkbox"/> Add Sidewalk Service Area.....\$75.00
<input type="checkbox"/> Arts License (City)\$308.75
<input type="checkbox"/> Arts License (County)\$308.75
<input type="checkbox"/> Beer and Wine License (City).....\$351.25
<input type="checkbox"/> Beer and Wine License (County).....\$436.25
<input type="checkbox"/> Brew Pub License (City)\$750.00
<input type="checkbox"/> Brew Pub License (County).....\$750.00
<input type="checkbox"/> Campus Liquor Complex (City).....\$500.00
<input type="checkbox"/> Campus Liquor Complex (County)\$500.00
<input type="checkbox"/> Campus Liquor Complex (State).....\$500.00
<input type="checkbox"/> Club License (City).....\$308.75
<input type="checkbox"/> Club License (County)\$308.75
<input type="checkbox"/> Distillery Pub License (City).....\$750.00
<input type="checkbox"/> Distillery Pub License (County)\$750.00
<input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00
<input type="checkbox"/> Hotel and Restaurant License (County)\$500.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City)\$600.00
<input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00
<input type="checkbox"/> Liquor-Licensed Drugstore (City)\$227.50 | <input type="checkbox"/> Liquor-Licensed Drugstore (County)\$312.50
<input type="checkbox"/> Lodging & Entertainment - L&E (City)\$500.00
<input type="checkbox"/> Lodging & Entertainment - L&E (County)\$500.00
<input type="checkbox"/> Manager Registration - H & R.....\$30.00
<input type="checkbox"/> Manager Registration - Tavern.....\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex\$30.00
<input type="checkbox"/> Optional Premises License (City).....\$500.00
<input type="checkbox"/> Optional Premises License (County)\$500.00
<input type="checkbox"/> Racetrack License (City).....\$500.00
<input type="checkbox"/> Racetrack License (County)\$500.00
<input type="checkbox"/> Resort Complex License (City).....\$500.00
<input type="checkbox"/> Resort Complex License (County).....\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City)\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County)\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City)\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00
<input type="checkbox"/> Retail Liquor Store License--Additional (City).....\$227.50
<input type="checkbox"/> Retail Liquor Store License--Additional (County)\$312.50
<input type="checkbox"/> Retail Liquor Store (City).....\$227.50
<input type="checkbox"/> Retail Liquor Store (County)\$312.50
<input checked="" type="checkbox"/> Tavern License (City).....\$500.00
<input type="checkbox"/> Tavern License (County)\$500.00
<input type="checkbox"/> Vintners Restaurant License (City)\$750.00
<input type="checkbox"/> Vintners Restaurant License (County).....\$750.00 |
|---|---|

Questions? Visit: SBG.Colorado.gov/Liquor for more information

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

Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable. **Questions? Visit: [SBG.Colorado.gov/Liquor](https://sbg.colorado.gov/Liquor) for more information**

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

I. Applicant information

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

II. Diagram of the premises

- A. No larger than 8½" X 11"
- B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- C. Separate diagram for each floor (if multiple levels)
- D. Kitchen - identified if Hotel and Restaurant
- E. Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk
- B. Lease in the name of the applicant (or) (matching question #2)
- C. Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- D. Other agreement if not deed or lease. (matching question #2)

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

- A. Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- B. Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State using code 25YQHT with IdentoGO.

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO – <https://uenroll.identogo.com/> Phone: 844-539-5539 (toll-free)

Colorado Fingerprinting – <http://www.coloradofingerprinting.com>

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

Phone: 720-292-2722 Toll Free: 833-224-2227

Details about the vendors and fingerprinting in Colorado can be found on CBI's website here:

<https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/employment-and-background-checks>

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

V. Sole proprietor/husband and wife partnership (if applicable)

- A. Form DR 4679
- B. Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

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

VII. Partnership applicant information (if applicable)

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

VIII. Limited Liability Company applicant information (if applicable)

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

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

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

Name	Type of License	Account Number			
<p>7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>					
<p>8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):</p> <p>a. Been denied an alcohol beverage license? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>b. Had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>c. Had interest in another entity that had an alcohol beverage license suspended or revoked? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If you answered yes to 8a, b or c, explain in detail on a separate sheet.</p>					
<p>9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail. <input type="checkbox"/> <input checked="" type="checkbox"/></p>					
<p>10. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p style="text-align:right">Waiver by local ordinance? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align:right">Other: _____</p>					
<p>11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input type="checkbox"/></p>					
<p>12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS. <input type="checkbox"/> <input type="checkbox"/></p>					
<p>13. a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016? <input type="checkbox"/> <input type="checkbox"/></p> <p>b. Are you a Colorado resident? <input type="checkbox"/> <input type="checkbox"/></p>					
<p>14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee. <input type="checkbox"/> <input checked="" type="checkbox"/></p>					
<p>15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p><input checked="" type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____</p> <p>a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:</p> <table style="width:100%; border:none;"> <tr> <td style="width:33%; border:none;">Landlord RJM Rentals</td> <td style="width:33%; border:none;">Tenant Fiona's Bar tique</td> <td style="width:34%; border:none;">Expires 7/4/2029</td> </tr> </table>			Landlord RJM Rentals	Tenant Fiona's Bar tique	Expires 7/4/2029
Landlord RJM Rentals	Tenant Fiona's Bar tique	Expires 7/4/2029			
<p>b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16. <input type="checkbox"/> <input checked="" type="checkbox"/></p>					
<p>c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".</p>					
<p>16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.</p>					
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage	
<p>Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.</p>					
<p>17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:</p> <p>Has a local ordinance or resolution authorizing optional premises been adopted? <input type="checkbox"/> <input type="checkbox"/></p> <p style="text-align:right">Number of additional Optional Premise areas requested. (See license fee chart) _____</p>					
<p>18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.</p>					

Name	Type of License	Account Number
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19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:
 a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise? Yes No
If "yes" a copy of license must be attached.

20. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation** Yes No
 a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No
 b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain? Yes No
 c. How long has the club been incorporated?
 d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above? Yes No

21. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:
 a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) Yes No

22. Campus Liquor Complex applicants answer the following:
 a. Is the applicant an institution of higher education? Yes No
 b. Is the applicant a person who contracts with the institution of higher education to provide food services? Yes No
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

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

Last Name of Manager Verduin	First Name of Manager Rene
---------------------------------	-------------------------------

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

25. Related Facility - Campus Liquor Complex applicants answer the following: Yes No
 a. Is the related facility located within the boundaries of the Campus Liquor Complex?
 If yes, please provide a map of the geographical location within the Campus Liquor Complex.
 If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.
 b. Designated Manager for Related Facility- Campus Liquor Complex

Last Name of Manager	First Name of Manager
----------------------	-----------------------

26. Tax Information. Yes No
 a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? Yes No
 b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? Yes No

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

Name Verduin, Rene	Home Address, City & State 40386 River Hollow Road, Paonia CO	DOB 08/24/1964	Position Owner	%Owned 100
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned

Name	Type of License	Account Number
------	-----------------	----------------

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.
 ** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

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

Authorized Signature	Printed Name and Title	Date
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Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
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The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

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

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

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? Yes No

Is the Liquor Licensed Drugstore(LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for	Telephone Number	<input type="checkbox"/> Town, City <input type="checkbox"/> County
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Signature	Print	Title	Date
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Signature	Print	Title	Date
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Tax Check Authorization, Waiver, and Request to Release Information

I, Rene Verduin am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of Fiona's Bar/Bistro (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business) <u>Rene Verduin Fiona's Bar/Bistro</u>		Social Security Number/Tax Identification Number [REDACTED]	
Address <u>130 Grand Ave</u>			
City <u>Pooma</u>		State <u>CO</u>	Zip <u>81428</u>
Home Phone Number <u>415-602-5905</u>		Business/Work Phone Number	
Printed name of person signing on behalf of the Applicant/Licensee <u>Rene Verduin</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>Rene Verduin</u>			Date signed <u>5.8.24</u>

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).

Individual History Record

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

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

1. Name of Business <i>Fiona's Bartique</i>	Home Phone Number	Cellular Number <i>415-602-5905</i>
2. Your Full Name (last, first, middle) <i>Rene Verduin</i>	3. List any other names you have used <i>N. Rene Verduin</i>	
4. Mailing address (if different from residence)	Email Address <i>fionas bartique@gmail.com</i>	

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

Street and Number	City, State, Zip	From	To
Current [REDACTED]	<i>Paonia CO 81428</i>	<i>current</i>	<i>March 22</i>
P [REDACTED]	<i>Paonia CO 81428</i>	<i>March 22</i>	<i>March 2024</i>

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

Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
<i>Julie Bennett Brown</i>	[REDACTED] <i>CO 81428 Paonia</i>	<i>Baker</i>	<i>March 2024</i>	<i>Nov. 2023</i>
<i>Maxim healthcare</i>	<i>2000 P. 115th St. Paonia</i>	<i>home healthcare RN.</i>	<i>July 2020</i>	<i>Feb. 2024</i>


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

Name of Relative	Relationship to You	Position Held	Name of Licensee
<i>Julia Bennett Brown</i>	<i>Sister</i>	<i>President</i>	<i>Sky Hawk Winery LLC DBA Gator Wines LLC</i>
<i>Richard K. Bennett</i>	<i>nephew</i>	<i>V-President</i>	<i>"</i>
<i>Richard G. Bennett</i>	<i>Brother in Law</i>	<i>Co-Owner</i>	<i>Bottle Pass Liquors</i>

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) Yes No

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) Yes No

5. Previous Address

 Fairfax CA. 94930

February 2012 - March 2021

6. Attending Nursing School
Dominican University
San Rafael, CA
Sept. 2016 - Dec. 2019

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth [redacted] b. Social Security Number [redacted] c. Place of Birth California d. U.S. Citizen Yes No

e. If Naturalized, state where [redacted] f. When [redacted] g. Name of District Court [redacted]

h. Naturalization Certificate Number [redacted] i. Date of Certification [redacted] j. If an Alien, Give Alien's Registration Card Number [redacted] k. Permanent Residence Card Number [redacted]

l. Height 5.6 m. Weight 135 n. Hair Color brown o. Eye Color green p. Gender F q. Do you have a current Driver's License/ID? If so, give number and state. Yes No 2 [redacted] 9 State CO

14. Financial Information.
 a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 20,000.

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 20,000
 * If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
<u>Equipment, Fees, Stock, building-remodel</u>	<u>Trust</u>	<u>UBS Financial Services</u>	<u>20,000</u>

d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

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

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

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature Rene Verdwin Print Signature Rene Verdwin Title Owner Date 5.8.24



PETITION TO THE LIQUOR LICENSING AUTHORITY OF THE TOWN OF PAONIA COLORADO (Each page must contain the full wording of the petition.)

WE, THE UNDERSIGNED, MEETING THE INSTRUCTIONS AND QUALIFICATIONS NECESSARY, RESPECTFULLY REQUEST THE TOWN OF PAONIA LIQUOR LICENSING AUTHORITY TO GRANT A

Tavern LICENSE TO Rene Verdun Fiona's 30 Grand Ave (Type of License Applied For) (Name of Applicant, Name of Outlet, Address of Outlet)

THE UNDERSIGNED STATE THEY FEEL THE REASONABLE REQUIREMENTS OF THE NEIGHBORHOOD ARE NOT PRESENTLY BEING MET BY EXISTING OUTLETS AND THAT IT IS THEIR DESIRE THIS LICENSE BE GRANTED.

Table with 5 columns: NO., SIGNATURE, ADDRESS, AGE, DATE. Contains 9 rows of handwritten signatures and dates.

Handwritten date correction: 5/5/24



PETITION TO THE LIQUOR LICENSING AUTHORITY OF THE TOWN OF PAONIA COLORADO (Each page must contain the full wording of the petition.)

WE, THE UNDERSIGNED, MEETING THE INSTRUCTIONS AND QUALIFICATIONS NECESSARY, RESPECTFULLY REQUEST THE TOWN OF PAONIA LIQUOR LICENSING AUTHORITY TO GRANT A Tavern LICENSE TO Rene Verduin Fiona's 130 Grand Ave

Table with 5 columns: NO., SIGNATURE, ADDRESS, AGE, DATE. Contains 9 rows of handwritten signatures and dates.



PETITION TO THE LIQUOR LICENSING AUTHORITY OF THE TOWN OF PAONIA COLORADO (Each page must contain the full wording of the petition.)

WE, THE UNDERSIGNED, MEETING THE INSTRUCTIONS AND QUALIFICATIONS NECESSARY, RESPECTFULLY REQUEST THE TOWN OF PAONIA LIQUOR LICENSING AUTHORITY TO GRANT A

Tavern LICENSE TO Rene Verdwin Fiona's 30 Grand Ave (Type of License Applied For, Name of Applicant, Name of Outlet, Address of Outlet)

THE UNDERSIGNED STATE THEY FEEL THE REASONABLE REQUIREMENTS OF THE NEIGHBORHOOD ARE NOT PRESENTLY BEING MET BY EXISTING OUTLETS AND THAT IT IS THEIR DESIRE THIS LICENSE BE GRANTED.

Table with 5 columns: NO., SIGNATURE, ADDRESS, AGE, DATE. Contains 9 rows of handwritten signatures and dates.



Articles of Organization for a Limited Liability Company

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

The domestic entity name of the limited liability company is Fionas Bartique LLC

The principal office street address is

130 Grand Ave
Paonia CO 81428
US

The principal office mailing address is

130 Grand Ave
Paonia CO 81428
US

The name of the registered agent is Rene Verduin

The registered agent's street address is

130 Grand Ave
Paonia CO 81428
US

The registered agent's mailing address is

130 Grand Ave
Paonia CO 81428
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Managers

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

Person(s) forming the limited liability company

Rene Verduin
130 Grand Ave
Paonia CO 81428
US

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

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,

Fionas Bartique LLC

is a

Limited Liability Company

formed or registered on 04/15/2024 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 20241419956 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/29/2024 that have been posted, and by documents delivered to this office electronically through 05/01/2024 @ 14:26:34 .

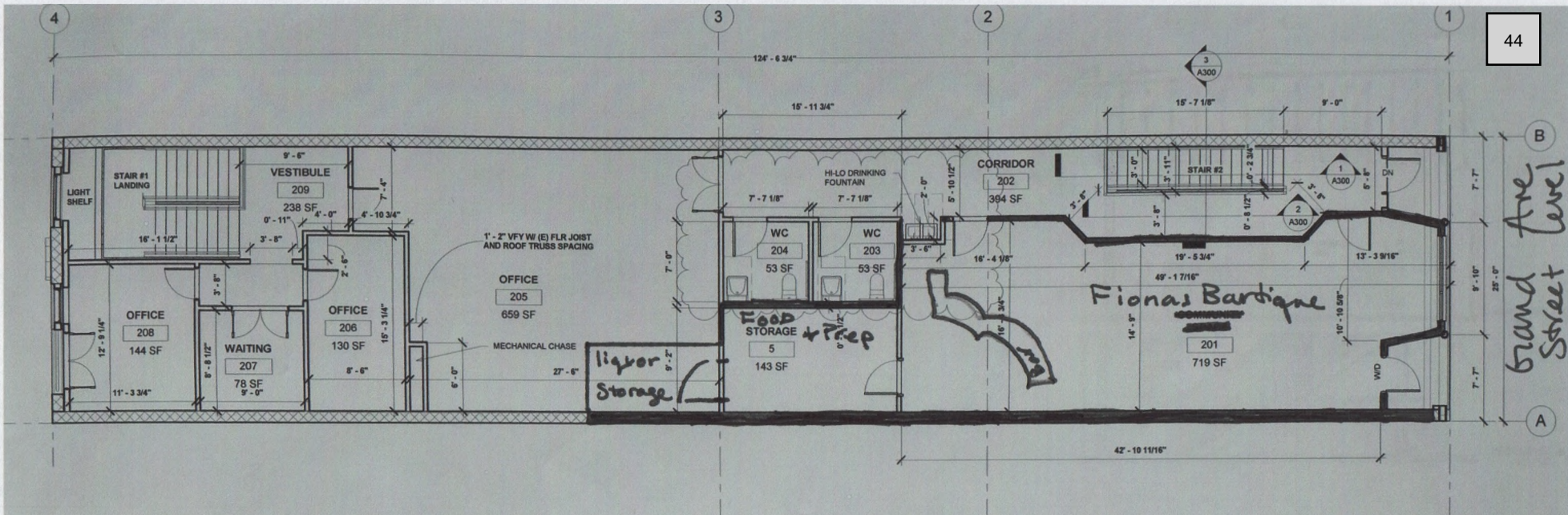
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/01/2024 @ 14:26:34 in accordance with applicable law. This certificate is assigned Confirmation Number 15999655 .



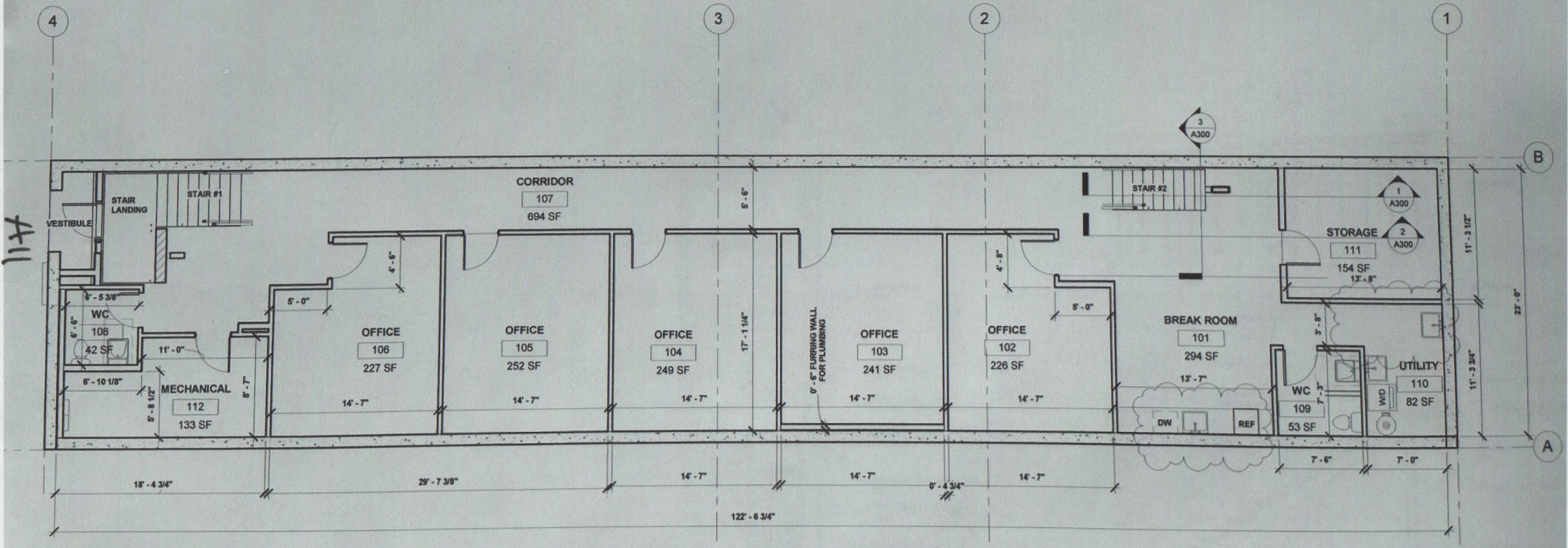
Jena Griswold

Secretary of State of the State of Colorado

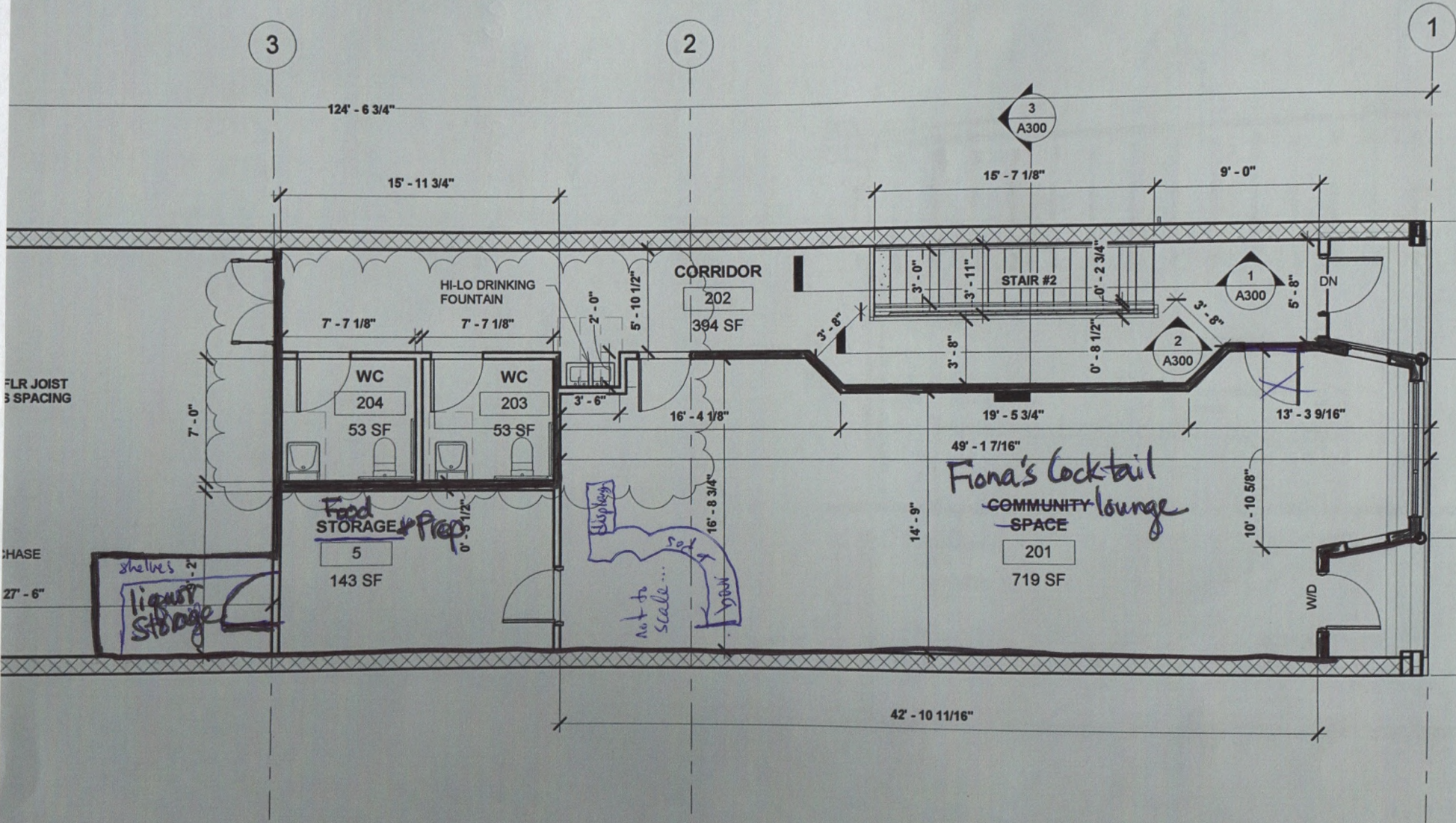
*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a 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."



MAIN LEVEL
3/16" = 1'-0"



LOWER LEVEL
3/16" = 1'-0"



VEL
-0"

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT made, entered into and executed this 8th day of May 2024, by and between **RJM Rentals LLC** with a mailing address of P.O. Box 854, Paonia, CO 81428, (hereinafter referred to as the "Lessor") and Fiona's Bartique, with a mailing address of River Hallway Rd. Paonia (hereinafter referred to as the "Lessee"). Lessor and Lessee hereby agree as follows:

1. DESCRIPTION OF LEASED PREMISES: Lessor hereby leases unto Lessee the following retail space and any improvements thereon:

130 Grand Avenue, Paonia, CO 81428, Fiona's Room
Cocktail lounge.
Delta County, Colorado

Hereinafter referred to as the "Premises".

2. PERMITTED USE OF LEASED PREMISES. The Lessor is leasing the Premises to the Lessee and the Lessee is hereby agreeing to lease the Premises for operations as a Cocktail lounge business under the name Fiona's Bartique. Any change in use or purpose of the Premises other than as described above shall be upon prior written consent of Lessor only otherwise the Lessee will be considered in default of this Lease Agreement.

3. TERM OF LEASE. The term of this Lease shall be for a period of one ^S~~(±)~~ year, ^S commencing on July 1, 24 and expiring at 11:59 p.m. on July 4, 29 ("Initial Term").

4. RENT AMOUNT. Payment shall be made by the Lessee to the Lessor for the Initial Term of this Lease Agreement in accordance with the following payment schedule:

A. PAYMENT SCHEDULE:
Start Date: TBD
End Date: TBD
Payment: \$ TBD per month.

Upon execution of this Lease, the Lessee shall pay to Lessor the amount of \$ TBD. Lessor shall allocate \$ _____ for first and last month's rent. \$ _____ shall be applied to first month's rent of _____, 20____; \$ _____ .00 will be applied to the last month's rent of _____, 20____. The remaining \$ 0.00 shall be held as a security deposit as described in Section 9 hereinbelow.

5. RENT PAYMENT. Rent shall be paid by the Lessee to the Lessor, by bank transfer, check, cash, money order, or cashier's check on a per month basis with payment due no later than the 1st day of every month. Any payment not received on or before the 10th day of each month shall be deemed late and a late fee in the amount of \$50.00 shall be imposed.

A. RETURNED CHECKS (NSF). If the Lessee attempts to pay Rent with a check that is not deemed valid by a financial institution due to non-sufficient funds (“NSF”), or any other reason for it to be returned, the Lessee will be subject to a fee of \$20.00 in addition to any late fee. Lessor may require in writing that Lessee pay all future rents by cash, money order, or cashier’s check.

6. OPTION TO RENEW. The Lessor shall have no obligation to renew the Lease or extend the Lease Term. The Lessor and the Lessee may extend the Lease upon written consent of both parties.

7. LESSEE INSURANCE: The Lessor shall not be liable to Lessee, Lessee’s family or Lessee’s invitees, licensees, and/or guests for damages not proximately caused by Lessor or Lessor’s agents. Lessor will not compensate Lessee or anyone else for damages proximately caused by any other source whatsoever, or by Acts of God, and Lessee is therefore strongly encouraged to independently purchase insurance to protect Lessee, Lessee’s family, Lessee’s invitees, licensees, and/or guests, and all personal property on the leased Premises and/or in any common areas from any and all damages.

8. UTILITIES. The Lessor shall be responsible for any and all utilities to the Premises.

9. SECURITY DEPOSIT. The Lessee shall deposit a security deposit of \$ _____ to the Lessor for reasonable cleaning of, and repair of damages to, the Premises upon the expiration or termination of this Lease, or other reasonable damages resulting from a default.

In compliance with Colorado Code § 38-12-103:

The Lessor shall, within sixty (60) days after the termination of the lease or surrender and acceptance of the Premises, whichever occurs last, return to the Lessee the full security deposit deposited with the Lessor by the Lessee. In the event that actual cause exists for retaining any portion of the security deposit, the Lessor shall provide the Lessee with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. The Lessor is deemed to have complied by mailing said statement and any payment required to the last known address of the Lessee. Nothing shall preclude the Lessor from retaining the security deposit for nonpayment of rent, abandonment of the premises, repair work, or cleaning contracted for by the tenant.

10. FURNISHINGS. No furnishings are provided to the Lessee under this Lease.

11. PARKING. No parking spaces are provided or guaranteed under this Lease.

12. LEASEHOLD IMPROVEMENTS. The Lessee agrees that no leasehold improvements, alterations or changes of any nature, shall be made to the leasehold Premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property

of the Lessor at the expiration or termination of this Lease Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible for payment.

Nothing in the Lease shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic's lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the Lien removed, the Lessor shall take steps to remove the lien and the Lessee shall pay Lessor for all expenses related to the Lien and removal thereof and shall be in default of this Lease.

13. LICENSES AND PERMITS. A copy of any and all local, state or federal permits acquired by the Lessee which are required for the use of the Premises shall be kept on-site at all times and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

14. MAINTENANCE. The Lessee shall be responsible for all repairs and maintenance on the Premises due to normal wear and tear on the Premises. Particularly items which need immediate attention including but not limited to, the replacement of light bulbs, normal repair and cleaning of windows, cleaning of bathrooms, cleaning of toilets, etc. The Lessee shall properly maintain the premises in a good, safe and clean condition and shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state or federal laws, rules regulations or ordinances.

In the event the Premises is damaged as a result of any neglect or negligence of Lessee, its employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage.

A. Lessor shall comply with the requirements of applicable local codes and maintain the Premises in an acceptable condition. Lessor agrees to maintain the Premises, its roof, plumbing, heating and/or cooling system, in substantially the same condition as at the inception of the lease, reasonable wear and tear excluded, unless the Premises, its roof, plumbing, heating and/or cooling system is damaged or impaired as a result of the deliberate or negligent actions of the Lessee or those present with Lessee's knowledge or permission.

15. SUBLET/ASSIGNMENT. Lessee expressly agrees that the leased Premises nor any portion thereof shall not be assigned or sub-let without the prior written consent of Lessor. Such consent shall not be unreasonably withheld.

16. DAMAGE TO LEASED PREMISES. In the event the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the leased premises, then in every such cause, the rent herein set forth shall be abated or adjusted according to the extent to which the Premises have been rendered unfit for use and occupation by the Lessee and until the demised premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

The Lessee shall, during the term of this Lease, and in the renewal thereof, at its sole expense, keep the interior of the leased premises in as good a condition and repair as it is at the date of this Lease, reasonable wear and use excepted. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminates on the premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring the contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

17. HAZARDOUS MATERIALS LAWS. Shall mean any and all federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions on, under, or about the Premises, the Building, or the Property, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, any other law or legal requirement concerning hazardous or toxic substances, and any amendments to the foregoing.

18. LESSEE'S DEFAULT AND POSSESSION. In the event that the Lessee shall fail to pay said rent and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 30 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the

value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

19. LESSOR'S DEFAULT. The Lessee may send written notice to the Lessor stating duties or obligations that have not been fulfilled under the full performance of this Lease Agreement. If said duties or obligations have not been cured within 60 days from receiving such notice, unless the Lessor needs to more time to cure or remedy such issue in accordance with standard industry protocol, then the Lessor shall be in default of this Lease Agreement.

If the Lessor should be in default the Lessee shall have the option to terminate this Lease Agreement and be held harmless against any of its terms or obligations.

20. SURRENDER OF PREMISES. The Lessee shall, at the termination of this Lease, surrender the Leased Premises to Lessor in as good condition and repair as it was at the commencement of the Lease as reasonable and proper use thereof will permit, loss by ordinary wear and tear, fire, and other insured against casualty excepted. In the event the Leased Premises are not surrendered in such condition, Lessee shall be responsible to Lessor for all costs and expenses of repair and replacement to return the Leased Premises to such condition, and, in addition, Lessee shall pay Lessor as damages an amount equal to the sum of all Rent that would be due under this Lease had the Lease been extended for the period of time reasonably necessary to enable Lessor to make the repairs and replacements.

21. DISPUTES. If any dispute should arise in relation to this Lease Agreement the Lessor and Lessee shall first negotiate amongst themselves in "good faith." Afterwards, if the dispute is not resolved then the Lessor and Lessee shall seek mediation in accordance with the laws in the State of Colorado. If the Lessor and Lessee fail to resolve the dispute through mediation, then the American Arbitration Association shall be used in accordance with their rules. Lessor and Lessee agree to the binding effect of any ruling or judgment made by the American Arbitration Association.

22. INDEMNIFICATION. The Lessee hereby covenants and agrees to indemnify, defend and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody and control of the premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject premises that the Lessor is not aware of at the signing of the lease or at any time during the lease term. Lessee further indemnifies Lessor for all costs, including, but not limited to reasonable attorney fees incurred by Lessor in the enforcement of this indemnification provision.

23. BANKRUPTCY - INSOLVENCY. The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt, or should the Lessee institute any proceedings under the

bankruptcy act or any amendment thereto, then such Lease or interest in and to the leased premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom and the Lessee shall have no further claim thereon.

24. USAGE BY LESSEE. Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the premises is insured, nor will the Lessee allow the premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the premises by other Lessees of the building.

25. SIGNAGE. Lessee shall not place on any exterior door, wall, or window of the Premises any sign or advertising matter without Lessor’s prior written or verbal consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

26. PETS. No pets shall be allowed on the Premises without the prior written permission of Lessor unless said pet is required for reasons of disability under the Americans with Disability Act.

27. SMOKING. The Lessor acknowledges and agrees that smoking is not allowed inside the Premises under any circumstances. If the Lessee or guest smokes outside, all ashes, cigarette or cigar butts must be collected and disposed of in a safe manner. If Lessor detects that smoking has taken place inside the premises, a fee of \$750.00 will be charged to Lessee for cleaning and deodorizing of the Premises. Lessee must make payment to Lessor within twenty (20) days after Lessor makes written demand.

28. CONDITION OF PREMISES/INSPECTION BY LESSEE. The Lessee acknowledges they have had the opportunity to inspect the Premises and acknowledges with its signature on this Lease that the Premises are in good condition and comply in all respects with the requirements of this Lease. The Lessor makes no representation or warranty with respect to the condition of the premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. The Lessee represents that Lessee has inspected the premises and is leasing and will take possession of the premises with all current fixtures present in their “as is” condition as of the date hereof.

29. RIGHT OF ENTRY. It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Lease or as may be deemed necessary with respect to the inspection, maintenance or repair of the building. In accordance with State and local laws, the Lessor shall have the right to enter the Premises without the consent of the Lessee in the event of an emergency.

30. HOLDOVER PERIOD. Should the Lessee remain in possession of the Premises after the cancellation, expiration or sooner termination of the Lease, or any renewal thereof, without the execution of a new Lease or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed to have created and be construed to be a tenancy from month to month with the Rent to be due and payable in the same amount as the previous month, terminable upon 30 days' notice by either party.

31. WAIVER. Waiver by Lessor of a default under this Lease shall not constitute a waiver of a subsequent default of any nature.

32. GOVERNING LAW. This Lease shall be governed by the laws of the State of Colorado.

33. NOTICES. Notices shall be addressed to the following:

Lessor: RJM Rentals LLC, Attn: Rene Verduin
P.O. Box 854
Paonia, CO 81428

Lessee: Fiona's Bartique
Rene Verduin

 Paonia CO 81428

34. AMENDMENT(S). No amendment of this Lease shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

35. SEVERABILITY. If any term or provision of this Lease Agreement is illegal, invalid or unenforceable, such term shall be limited to the extent necessary to make it legal and enforceable, and, if necessary, severed from this Lease. All other terms and provisions of this Lease Agreement shall remain in full force and effect.

36. BINDING EFFECT. This Lease and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors and administrators.

LESSOR SIGNATURE

Signature Rene Verduin Date 5.8.24

Rene Verduin, MBR/MGR of RJM Rentals LLC

LESSEE SIGNATURE

Signature Rene Verduin Date 5.8.24

owner

OPERATING AGREEMENT

OF

FIONAS BARTIQUE LLC

THIS OPERATING AGREEMENT (“Agreement”) is entered into this 1st day of May, 2024 between Rene Verduin (the “Member”) and Fionas Bartique LLC (the “Company”).

ARTICLE I. FORMATION

1.1. Formation. The Company is organized as a Colorado limited-liability company pursuant to the Colorado Limited-Liability Company Act.

1.2. Name. The name of the Company is “Fionas Bartique LLC.”

1.3. Term. The term of the Company shall be perpetual.

ARTICLE II. BUSINESS

2.1. Purpose. The business of the Company shall be to engage in any lawful activity, including the operation of a cocktail lounge.

ARTICLE III. MANAGEMENT

3.1. Management. The Member shall manage the business and affairs of the Company. The Member shall exercise all of the authority and powers granted to the Company by the Colorado Limited-Liability Company Act.

3.2. Execution of Documents. Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate, which is intended to bind the Company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by the Member.

3.3. Officers. The Company may have one or more officers or other agents with such titles, rights, duties, and authority as the Member shall determine in writing. Officers shall exercise the powers and perform the duties prescribed by the Member. The same person may hold any number of offices, as the Member may determine.

3.4. Term of Office. The officers shall hold office for the term for which they were appointed and until their successors are elected and qualified; provided, however, that any officer may be removed at any time with or without cause by the Member.

ARTICLE IV. LIMITATION OF MEMBER LIABILITY

4.1. Limitation of Liability. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or acting as a manager of the Company.

ARTICLE V. INDEMNIFICATION

5.1. Right to Indemnification. Subject to the limitations and conditions provided in this Article and in the Colorado Limited-Liability Company Act, each Person (“Indemnified Person”) who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve or investigative

("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that she was or is a Member or an officer of the Company or she was or is the legal representative of or a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of a Member or of an officer of the Company, shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorney's fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner she reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that her conduct was unlawful.

5.2. Survival. Indemnification under this ARTICLE V shall continue as to a Person who has ceased to serve in the capacity, which initially entitled such Person to indemnity hereunder. The rights granted pursuant to this ARTICLE V shall be deemed contract rights, and no amendment, modification or repeal of this ARTICLE V shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

5.3. Advance Payment. The right to indemnification conferred by this ARTICLE V shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Indemnified Person of her good faith belief that she has met the standard of conduct necessary for indemnification under this ARTICLE V and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this ARTICLE V or otherwise.

5.4. Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred by this ARTICLE V shall not be exclusive of any other right which a Person may have or hereafter acquire under any law (common or statutory), provision of the Articles of Organization or Operating Agreement, agreements, vote of members or otherwise.

5.5. Savings Clause. If any Section or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person as to costs, charges and expenses (including attorney's fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this ARTICLE V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI. CAPITAL CONTRIBUTIONS

6.1. Member's Initial Capital Contribution. The Member agrees to contribute capital to the Company as listed on Exhibit A attached to this agreement. The value of the property and cash to be contributed is also listed on Exhibit A.

6.2. Subsequent Contributions. The Member shall not be obligated to make any additional capital contributions other than those set listed on Exhibit A. No promise by the Member to contribute to the Company is enforceable unless it is set out in writing signed by the Member.

6.3. Loans by Member. The Member may, but is not obligated to, loan to the Company such sums as the Member determines to be appropriate for the conduct of the Company's business. Any such loans shall accrue interest at a reasonable rate and shall be on such terms as the Member may agree.

ARTICLE VII. ALLOCATIONS AND DISTRIBUTIONS

7.1. Allocations of Profits and Losses. For financial and accounting purposes the net profits and net losses of the Company shall be determined on an annual basis and allocated to the Member.

7.2. Distributions. The Member shall determine and distribute periodically the available funds of the Company. Distributions to the Member shall be at such time or times, as shall be determined in the Members sole discretion.

7.3. Limitation upon Distributions.

(a) No distribution or return of capital contributions may be made and paid if, after the distribution or return of a capital contribution, either:

- (1) the Company would be insolvent; or
- (2) the net assets of the Company would be less than zero.

(b) the Member may base a determination that a distribution or return of a capital contribution may be made under Section 7.3(a) in good faith reliance upon a balance sheet and profit and loss statement of the Company represented to be correct by the person having charge of its books of account or certified by an independent public or certified public accountant or firm of accountants to fairly reflect the financial condition of the Company.

ARTICLE VIII. DISSOLUTION AND LIQUIDATION

8.1. Events Causing Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

- (1) upon the written agreement of the Member;
- (2) upon the death, retirement, resignation, or court declaration of incompetence of the Member;
- (3) upon the bankruptcy or dissolution of the Member;
- (4) upon the occurrence of any other event where the Company ceases to have a members; or
- (5) upon the entry of a decree of judicial dissolution under the Colorado Limited-Liability Company Act.

(b) If a Member who is an individual dies or a court of competent jurisdiction adjudges the individual to be incompetent to manage their person or property, the Member’s legal representative may exercise all of the Member’s rights for the purpose of settling the individual’s estate or administering the property.

8.2. Winding Up, Liquidation and Distribution of Assets.

(a) If the Company is dissolved and its affairs are to be wound up, the Member (or her legal representative) is directed to:

- (1) collect its assets;
- (2) dispose of its properties that will not be distributed in kind to its members;
- (3) discharge of make provision for discharging its liabilities; and
- (4) distribute any remaining property among the members.

(b) Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

8.3. Statement of Dissolution. Upon the occurrence of an event of dissolution a statement of dissolution for the Company shall be filed with the Colorado Secretary of State.

8.4. Effect of Filing of Statement of Dissolution. Upon the filing of a statement of dissolution with the Colorado Secretary of State, the dissolved Company shall continue to exist as a limited-liability company but shall not carry on any business except as is appropriate to wind up and liquidate its business and affairs as provided in the Colorado Limited-Liability Company Act. The Member (or her legal representative) shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

ARTICLE IX. MISCELLANEOUS PROVISIONS

9.1. Choice of Law. This Operating Agreement, and its interpretation, shall be governed exclusively by the laws of the State of Colorado.

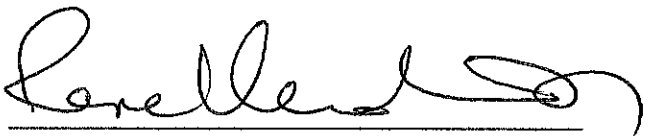
9.2. Amendments. This Operating Agreement may not be amended except in writing signed by the Member.

9.3. Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

9.4. Severability. If any provision of this Operating Agreement shall be determined to be invalid, illegal or unenforceable, the remainder of this Operating Agreement shall be enforceable to the fullest extent permitted by law.

9.5. Heirs, Successors and Assigns. The terms, provisions and agreements herein shall be binding upon and inure to the benefit of the signatories and their heirs, legal representatives, successors and assigns.

Fionas Bartique LLC



By: Rene Verduin, Sole Member

EXHIBIT A

Ten Dollars (\$10.00)

**TOWN OF PAONIA, COLORADO
NOTICE OF PUBLIC HEARING**



NOTICE is hereby [redacted] that the Town of Paonia Board of Trustees will hold a Public Hearing at 6:30 pm on Tuesday, June 25, 2024, at the Paonia Town Hall, 214 Grand Avenue, Paonia, CO 81428.

The purpose of the Public Hearing is to consider an application for a new Tavern Liquor License, dated May 22, 2024, from Fiona's Bartique LLC for the premises located at 130 Grand Avenue, Paonia, CO 81428. The managing member of Fiona's Bartique LLC is Rene Verduin, 40386 River Hollow Road, Paonia, CO 81428.

Any person may appear at the Public Hearing and be heard regarding the matters under consideration. For further information concerning the Public Hearing, please contact the Town Clerk at 970-527-4101 during regular business hours or send your comments to PO Box 460, Paonia CO 81428 or email them to paonia@townofpaonia.com

Dated the 10 th day of June 2024.

**TOWN OF PAONIA COLORADO
SAMIRA M VETTER
TOWN CLERK**

Published Thursday, June 13, 2024

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 Street and Apt. No., or PO Box No. **264 Broadway, APT. C1804**
 City, State, ZIP+4® **New York, NY 10002-2087**

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 City, State, ZIP+4® **Paonia, CO 81428-0356**

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 City, State, ZIP+4® **Paonia, CO 81428-0473**

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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
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Street and Apt. No., or PO Box No. PO Box 1205
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Boston, MA 02298

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
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Sent To Pensco Trust FBO M. Jackson
Street and Apt. No., or PO Box No. PO Box 981012
City, State, ZIP+4® Boston, MA 02298-1012

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
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Street and Apt. No., or PO Box No. PO Box 1744
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Evergreen, CO 80439

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
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 City, State, ZIP+4® Crested Butte, CO 81224-1658

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<input type="checkbox"/> Adult Signature Required	\$0.00	
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 City, State, ZIP+4® Paonia, CO 81428-0074

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Sent To Pollinate Paonia LLC
 Street and Apt. No., or PO Box No. 1866 Harding Rd.
 City, State, ZIP+4® Paonia, CO 81428-6130

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Cedarhurst, NY 11516

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 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.68

Total Postage and Fees \$8.73

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 City, State, ZIP+4® Cedarhurst, NY 11516-2011

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 Adult Signature Restricted Delivery \$0.00

Postage \$0.68

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Sent To Robert Holt
 Street and Apt. No., or PO Box No. PO Box 23
 City, State, ZIP+4® Paonia, CO 81428-0023

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Gunnison, CO 81230

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 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.68

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Sent To Lypps Frame Trust
 Street and Apt. No., or PO Box No. 158 Mystery Ln.
 City, State, ZIP+4® Gunnison, CO 81230-8819

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Crested Butte, CO 81224

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\$	\$3.65	07
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.68	
Total Postage and Fees	\$8.73	

Sent To: **Lori Mason**
Street and Apt. No., or PO Box No.: **PO Box 26**
City, State, ZIP+4®: **Crested Butte, CO 81221-0026**

PAONIA CO 81428 JUN 13 2024 06/13/2024

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Delta Co, CO 81416

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\$	\$3.65	07
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.68	
Total Postage and Fees	\$8.73	

Sent To: **Delta County Sherif Post #50**
Street and Apt. No., or PO Box No.: **145 W. 4th St.**
City, State, ZIP+4®: **Delta, CO 81416-1839**

PAONIA CO 81428 JUN 13 2024 06/13/2024

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Paonia CO 81428

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\$	\$3.65	07
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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.68	
Total Postage and Fees	\$8.73	

Sent To: **Laura A. Carol**
Street and Apt. No., or PO Box No.: **PO Box 1865**
City, State, ZIP+4®: **Paonia, CO 81428-1865**

PAONIA CO 81428 JUN 13 2024 06/13/2024

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Houston, TX 77031

Certified Mail Fee	\$4.40	0541
\$	\$3.65	07
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.68	
Total Postage and Fees	\$8.73	

Sent To: **Vanessa McMahan**
Street and Apt. No., or PO Box No.: **918 McAfee**
City, State, ZIP+4®: **Houston, TX 77031-1103**

PAONIA CO 81428 JUN 13 2024 06/13/2024

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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Paonia CO 81428

Certified Mail Fee	\$4.40	0541
\$	\$3.65	07
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.68	
Total Postage and Fees	\$8.73	

Sent To: **Tyson Schneller**
Street and Apt. No., or PO Box No.: **21 Grand Ave.**
City, State, ZIP+4®: **Paonia, CO 81428-5037**

PAONIA CO 81428 JUN 13 2024 06/13/2024

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Paonia CO 81428

Certified Mail Fee	\$4.40	0541
\$	\$3.65	07
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.68	
Total Postage and Fees	\$8.73	

Sent To: **FNBP**
Street and Apt. No., or PO Box No.: **PO Box 100**
City, State, ZIP+4®: **Paonia, CO 81428-0100**

PAONIA CO 81428 JUN 13 2024 06/13/2024

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Fwd: Liquor license

Rene Verduin <rjmrentalpaonia@gmail.com>

Mon 6/10/2024 3:06 PM

To: Samira V <SamiraV@townofpaonia.com>

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

Poster is up...

Sent from my iPhone

Begin forwarded message:

From: Rene Verduin <reneverduin@gmail.com>

Date: June 10, 2024 at 15:05:04 MDT

To: Rene Verduin <rjmrentalpaonia@gmail.com>

Subject: Liquor license



Sent from my iPhone

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Yuade Moore, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Delta County Independent, a newspaper printed and published in the City of Delta, County of Delta, State of Colorado, and that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:

Jun. 13, 2024

Jun. 20, 2024

NOTICE ID: bGYzkHwkymw7IEp2JGZ4

PUBLISHER ID: DCI000484

NOTICE NAME: LLL 2024-108 Fionas

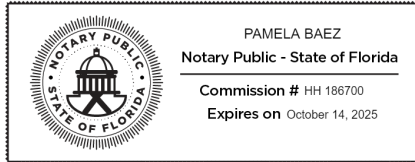
Publication Fee: 24.80

I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

(Signed) Yuade Moore

VERIFICATION

State of Florida
County of Orange



Subscribed in my presence and sworn to before me on this: 06/21/2024

[Signature]

Notary Public
Notarized remotely online using communication technology via Proof.

**NOTICE OF PUBLIC HEARING
TOWN OF PAONIA,
COLORADO**

NOTICE is hereby given that the Town of Paonia Board of Trustees will hold a Public Hearing at 6:30 pm on Tuesday, June 25, 2024, at the Paonia Town Hall, 214 Grand Avenue, Paonia, CO 81428.

The purpose of the Public Hearing is to consider an application for a new Tavern Liquor License, dated May 22, 2024, from Fiona's Bartique LLC for the premises located at 130 Grand Avenue, Paonia, CO 81428. The managing member of Fiona's Bartique LLC is Rene Verduin, 40386 River Hollow Road, Paonia, CO 81428.

Any person may appear at the Public Hearing and be heard regarding the matters under consideration. For further information concerning the Public Hearing, please contact the Town Clerk at 970-527-4101 during regular business hours or send your comments to PO Box 460, Paonia CO 81428 or email them to paonia@townofpaonia.com

Dated the 10th day of June 2024.

**TOWN OF PAONIA COLO-
RADO**

**SAMIRA M VETTER
TOWN CLERK**

Published Thursday, June 13,
20, 2024



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

AGENDA ITEM:	#1: Consideration of Approval of Special Event Permit and Liquor License for the Cherry Days Parade and Festival - Bob Bushta
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	June 25, 2024
BACKGROUND:	<ul style="list-style-type: none"> - All fees & deposits have been paid and paperwork turned in. - Pre-event meeting scheduled for June 26th @ 2 pm <p><u>Special Event Liquor License</u></p> <ul style="list-style-type: none"> - All fees and paperwork have been turned in - Notice boards have been posted - The Clerk's Office, Police Department and Public Works have no issues with the granting of a Special Events Liquor License <p>All legal requirements have been met for the Special Events Permit</p>
BUDGET:	Unknown
RECOMMENDATION:	To not waive Liquor License fees
ATTACHMENT:	SEP 2024-10 Special Events packet.



Name:	Robert Bushta
Address/Email:	502 Oak Ave Paonia, CO 81428 bushta@tds.net
Phone:	[REDACTED]
Date of Request:	6/7/24
Meeting Date Request:	6/25/24
Subject:	Paonia Cherry Days
Please describe below, in as much detail as possible, information concerning the item you wish to present before the Board of Trustees. If the Board of Trustees has all the information needed, they can make a decision or render an opinion in a much more expeditious manner. Your appearance is required for the Board of Trustees to make a decision.	
Presentation:	
All the information is included in the Park/Event Registration Packet. I have no additional information, but am willing to answer any questions	

Town of Paonia Park/Event Registration Application

This form is intended for events over 100 people using public property. The Town of Paonia encourages the use of its parks for the pleasure of its citizens, and reminds applicants to consider impacts on neighbors living adjacent to these public areas so we may all continue to enjoy our parks!

*Please contact the Town office should there be any questions in filling out this form. The Town office is open from 8:00a to 4:30p Monday through Friday.
Thank you~*

Applicant Name: Robert E. Bushta

Organization: Paonia Cherry Days

Mailing Address: P.O. Box 1703; Paonia, CO 81428

Telephone Number: [REDACTED]

Event Manager (if different than Applicant): Same

Event Manager Telephone: same

Event Manager E-Mail: bushta@tds.net
paonia.cherry.days@gmail.com

Please describe the event: This is the 78th
Cherry Days to be held over the
4th of July

Event Date(s): Thursday, July 4 Event Hours: 7AM - 9PM

Event Date(s): Friday, July 5 Event Hours: 10AM - 9PM

Event Date(s): Saturday, July 6 Event Hours: 10AM - 9PM

Event Date(s): _____ Event Hours: _____

Which park do you want to use?

Town Park – 700 Fourth Street
 Green space including shelters and gazebo
 Football Field area
 Apple Valley Park – 45 Pan American Avenue
 Poulos Park – 221 Grand Avenue (no commercial activity allowed)
 River Park – Grand Avenue (no commercial activity allowed)

Will there be alcohol?

No
 Yes, but we are not selling it.
 An On-Premise Liquor Application is required.
 Yes, and we would like to sell it.
 We are a non-profit and submitted From DR-8439 Application for a Special Event Permit and any associated forms required.
 On an attached piece of paper is the Alcohol Mitigation Plan.

Will there be vendors?

No
 Yes **will be**
 A list of vendors ~~is being~~ provided to the Town for tax compliance.
 We have contacted the Department of Revenue to work out how taxes will be submitted for the event; either electronically or manually.
 Vendors will be notified that tax compliance will be monitored.
 Chalk or tape are permitted to define vendor boundaries on the grass.

Are you having a parade? Do you need a street closed?

No
 Yes. Attached is the street closure request form noting the day, hours and route information.

Do you have any special requests? (ie - gate openings at certain times?)

No
 Yes **The Adventure Zone will arrive on Tuesday, July 2nd and begin setting up on the football field. They will camp with their attractions and use the facilities in the Smith Center.**

Food vendors, the Beer Garden, and some craft vendors will set up on Wednesday July 3rd.

Pricing:

Half Day (4 Hours or less) \$ **150.00/day**
 Refundable Deposit for Cleaning & Materials \$ 100.00
 Includes: 3 dumpsters and up to 5 vendors
 Date Submitted _____ Amount _____

Full Day (6+ Hours until 10:00p) \$ **225.00/day**
 Refundable Deposit for Cleaning & Materials \$ 250.00
 Includes: 3 dumpsters and up to 10 vendors
 Date Submitted _____ Amount _____

Multi-Day Rate (3+ consecutive days) \$ **200.00/day**
 Refundable Deposit for Cleaning & Materials \$ 250.00 *
 Includes: 3 dumpsters and up to 10 vendors
 Date Submitted 6/7/24 Amount \$850 (unless waived)

Additional Vendors (More than 10) \$ **15.00/ea.**
 Date Submitted to provided and paid for after the event Amount _____

Trash: The Town will provide 3 dumpsters. If the event requires more, it is the responsibility of the applicant to contract with a local agency for additional services. Compostable ware is strongly encouraged from all vendors and event managers. Styrofoam not permitted.

We have already coordinated two public works dumpsters with
 Date Submitted _____ Amount _____

Any additional fees submitted (street closure, liquor licensing, etc):
 Type: Special Event Permit \$ 300.00
(6 days including BMV Rally) \$ _____
Banner Permit \$ 50.00
Street Closure Permit \$ 125.00
 Date Submitted 6/7/24 Amount ~~575.00~~ \$695

+ barricade rental \$120.00

Recycling: Should the event provide recycling, a \$50 credit shall be applied. *If recyclable material is thrown into a Town dumpster by applicants' representatives, the credit will not apply.*
 \$ NA

Two checks \$850.00

TOTAL FEES SUBMITTED

\$ ~~575.00~~ \$595.00

All fees must be submitted no less than thirty (30) days before the first date of the event.

** We have included the \$250.00 Cleaning Deposit, but we have hired an outfit to empty the trash and keep the public bathrooms clean*

Other items submitted for consideration: *(On an attached piece(s) of paper)*

- Communication Contacts
- Liability Insurance *will be provided*
(\$1,000,000 minimum AND the Town of Paonia needs to be listed as an additional insured)
- Medical Plan (ie - How do you plan on addressing a person who is injured at the event?)
- Parking Plan (ie-Staff versus Visitor parking)
- Safety Plan (ie – How would you deal with a natural emergency or a tree limb falling?)
- Security Plan (ie – Vendor security, controlling alcohol, etc)

Promotion:

The Town is willing to promote your event by posting submitted material on the Town website, the Town of Paonia Facebook page, via e-mail to people who are on the Town’s subscribed list, and/or a poster placed in the Town Hall entryway.

Any material to be promoted must be submitted no less than thirty (30) days before the first day of the event. Material shall only be promoted once for each avenue noted above.

The undersigned agrees to restore the park to pre-event condition, safety standards will be observed at all times, no glass will be brought into the park and all fees submitted are non-refundable, even if the event is canceled.

Signed and submitted this 7th day of June, 2024

Printed Name: Robert E. Bushtz

Signature: 

No less than one week before the event, a meeting **must** be scheduled with the Public Works Director, Parks Maintenance, Town Clerk and the Police Chief, or designees to finalize all plans and coordinate last minute items.

Date of Pre-Event Meeting: _____

Application is deemed complete and is accepted. Employee Initials _____

Application requires Board of Trustee Approval.

Hearing Date: _____

Comments: _____

Town of Paonia

Temporary Banner Permit

Organization Name: Paonia Cherry Days
Address: P.O. Box 1723
Contact Person: Robert Bushta Telephone #: [REDACTED]
Event: Cherry Days Date(s): July 4-6, 2024

**This permit is good for local events only.
Organization must be registered non-profit.
\$50.00**

Banner Specifications:

- Not to exceed 3 Foot Height x 16 Foot Length _____
- Must have air holes
- Installation performed by applicant

(Note: The Applicant agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the services to be provided under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, or other fault of the Applicant, any subcontractor of the Applicant, or any officer, employee, or agent of the Applicant or any subcontractor of the Applicant. Applicant further waives and releases the Town, and its officers and its employees, from any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which Applicant may suffer and which arise out of or are in any manner connected with the services to be provided under this Agreement.)

Banners may be installed up to two (2) weeks prior to event and must be removed no later than five (5) days after the event.

I, the undersigned, hereby agree to all terms and conditions set forth herein.
Failure to comply may result in the inability to apply for future permits.

Applicant Signature: [Signature] Date: 6/7/24

Town of Paonia Use Only		
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Signed: _____		

Applications will not be accepted more than 60 days in advance of the event date and will not be processed and/or dates blocked out until a COMPLETE application and all fees have been received by the Town of Paonia.

Town of Paonia Application for Street Closure

Application Fee: ~~\$50.00~~ \$75.00 per hour on form
\$125 total

Organization Name: Paonia Cherry Days
Address: PO Box 1703 Paonia, CO 81428
Contact Person: Robert Buehler Telephone #: [REDACTED]

Date of Requested Street Closure: _____

Start Time	End Time	Street(s) and Block(s) Requested for Closure
8AM	11:30AM	Main from 2nd to 1st, from 1st on Grand to 3rd, 3rd to Oak, and Oak to 4th (east park entrance)

Number of Participants Expected:
3000

I have read the attached Street Closure Ordinance 2023-03 and fully accept all responsibilities required by the Town for this street closure, including the requirement to provide trash containers and portapotties for event goers at my own cost. Attached to this application are the following:

1. A copy of general liability insurance policy;
2. A check in the amount of \$50.00 per hour of street closure (minimum one hour)
3. *A check in the amount of \$500.00 for deposit to be held by the Town of Paonia (The deposit will be returned to the applicant following the event in full if the street(s) are in the same condition prior to closure);
4. Written proof of notification to all adjoining property owners and businesses; and written description of any vending and/or commercial activity occurring during the event.

** I acknowledge and agree that The Town may draw on my organization's deposit upon my organization's (1) failure to ensure the removal of all barricades, event organizer and vendor equipment and personal property, trash containers and receptacles, and any other items placed by my organization or vendors in the event area by such time as the event is required to conclude as established in this permit, or (2) upon my organization's*

Applicant Signature: [Signature] Date: 6/7/24

Comments from Chief of Police or Proxy: _____

Town of Paonia Use Only		
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Signed: _____		

Applications will not be accepted more than 60 days in advance of the event date and will not be processed and/or dates blocked out until a COMPLETE application and all fees have been received by the Town of Paonia.

Application for a Special Events Permit

In order to qualify for a Special Events Permit, You **Must Be Nonprofit** and **One of the Following** (See back for details.)

<input type="checkbox"/> Social	<input type="checkbox"/> Athletic	<input type="checkbox"/> Philanthropic Institution
<input type="checkbox"/> Fraternal	<input type="checkbox"/> Chartered Branch, Lodge Or Chapter	<input type="checkbox"/> Political Candidate
<input type="checkbox"/> Patriotic	<input type="checkbox"/> Of A National Organization Or Society	<input type="checkbox"/> Municipality Owning Arts Facilities
<input type="checkbox"/> Political	<input type="checkbox"/> Religious Institution	

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$50.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>Paonia Cherry Pops</i>	State Sales Tax Number (Required) <i>32934720</i>
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>P.O. Box 1703 Paonia, CO 81428</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>Paonia Town Park 704 4th Street Paonia, CO 81428</i>
--	--

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <i>Robert E. Bushta</i>	<i>8/16/63</i>	<i>502 Oak Ave, Paonia CO 81428</i>	
5. Event Manager <i>- Same -</i>			

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. Is premises now licensed under state liquor or beer code? <input type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

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

Date	Date	Date	Date	Date
<i>7/4-6/24</i>	<i>7/18-20/24</i>			
Hours From <i>11</i> a.m. To <i>10</i> p.m.	Hours From <i>11</i> a.m. To <i>12</i> a.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

Oath of Applicant

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

Signature <i>[Signature]</i>	Title <i>President, Paonia Cherry Pops</i>	Date <i>6/7/24</i>
------------------------------	--	--------------------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

Application Information and Checklist

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

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- If not incorporated, a NONPROFIT charter; **or**
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- Application must first be submitted to the local licensing authority (city or county) at least thirty (30) days prior to the event.
- The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (44-5-106 C.R.S.)
- An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.
- NA Check payable to the Colorado Department Of Revenue

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

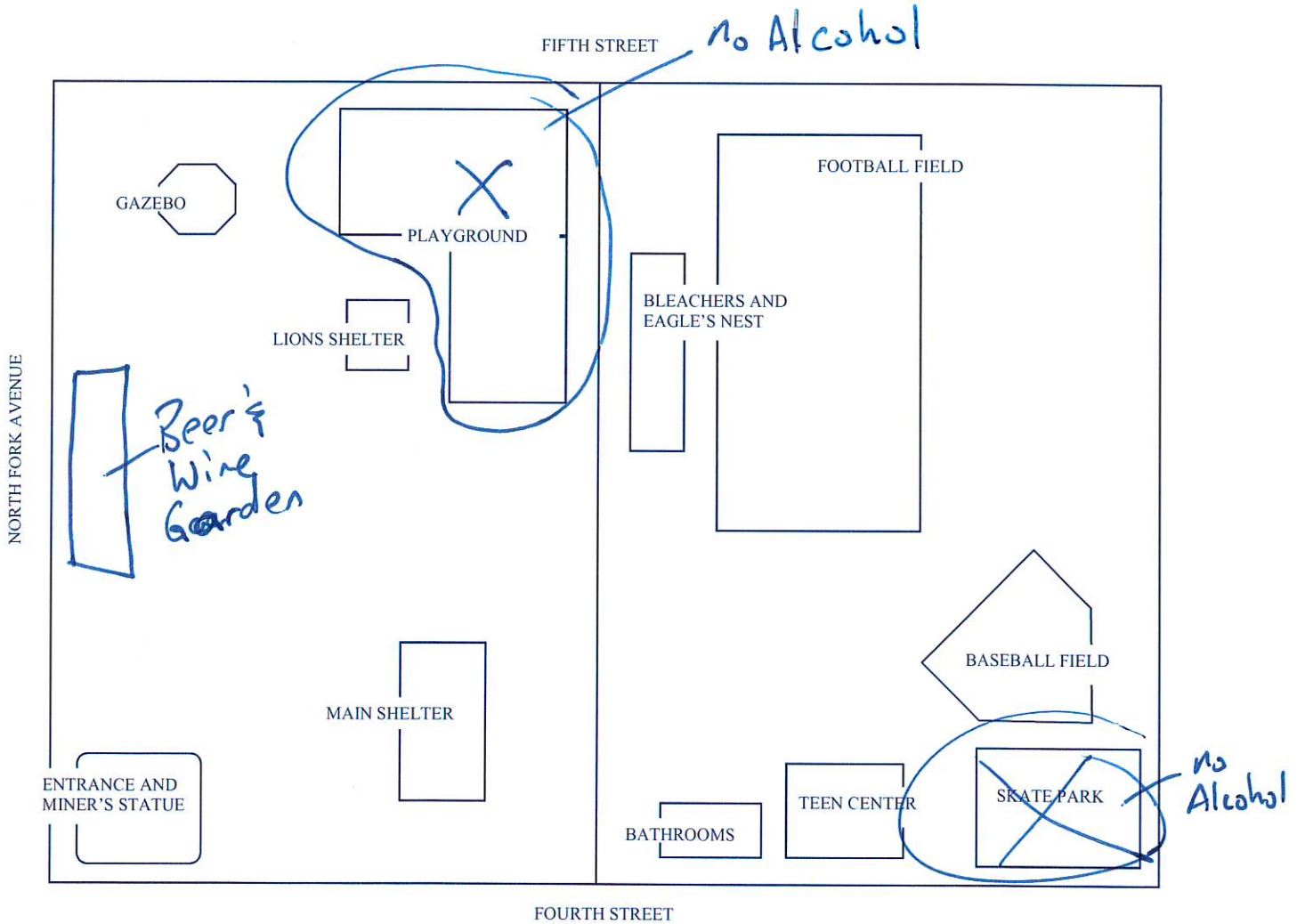
A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not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

If an event is cancelled, the application fees and the day(s) are forfeited.

Paonia Cherry Days Liquor Containment

July 4-6, 2024 (Entire Park, minus youth areas)

TOWN PARK MAP

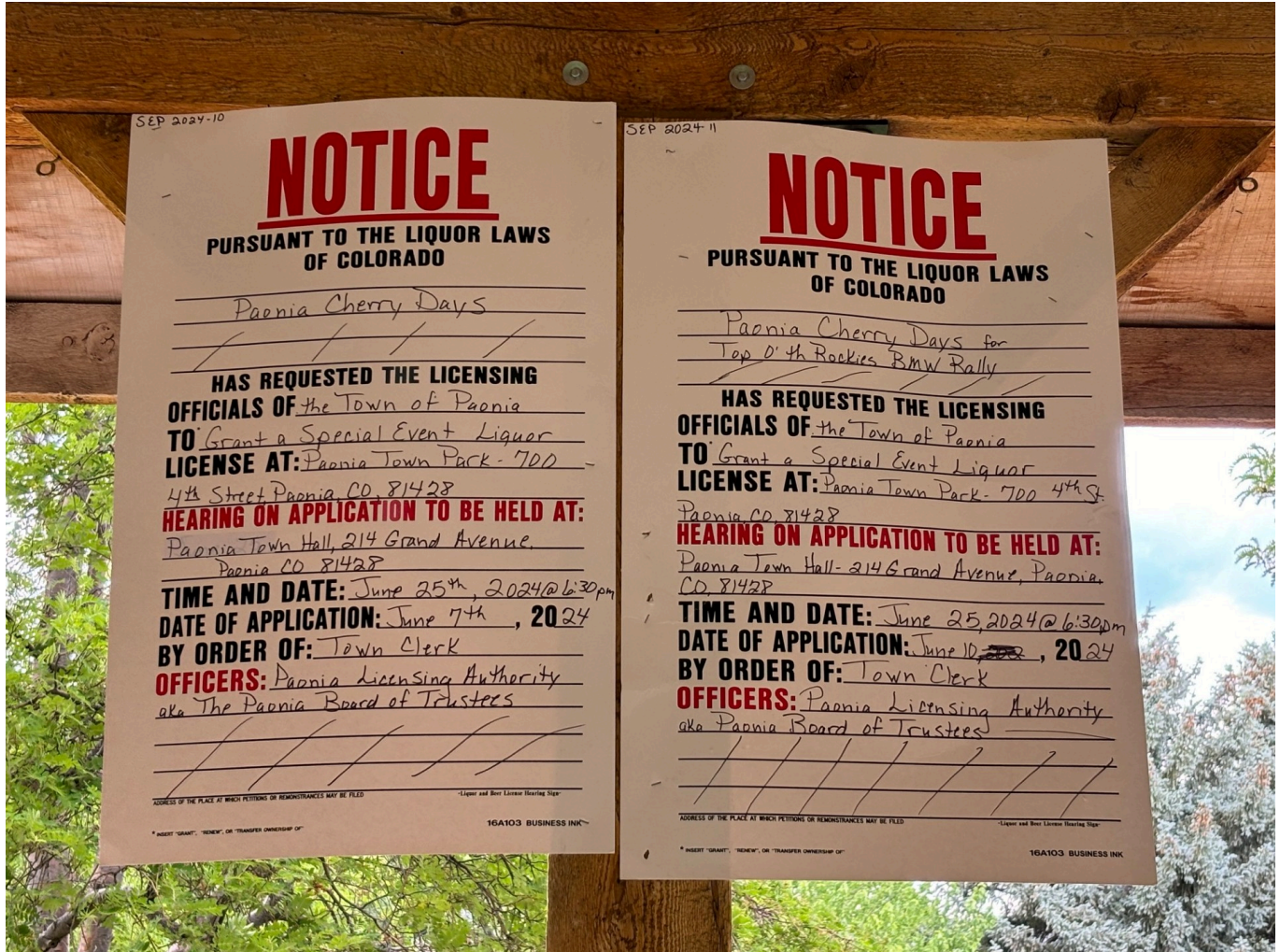


Special Permit Posting

Robert Bushta <bushta@tds.net>

Mon 6/10/2024 3:20 PM

To:Samira V <SamiraV@townofpaonia.com>





Paonia Cherry Days 2024

“Stars, Stripes & Cherry Delights”

P.O. Box 1703 • Paonia, CO 8148 •
paoniacherrydays.com

Park/Event Registration Application Special Attachment

Alcohol Mitigation Plan: Paonia Cherry Days will offer beer and wine in the town park during Cherry Days, July 4 - 6, 2024. The alcohol will be served and must be consumed within the park limits (less the children’s playground). Cherry Days will provide barrier security for the park. Attendees will have their identification checked and a wristband applied once they are verified to be 21 or over. Servers will be educated in the serving of alcohol to prevent over consumption.

Medical Plan: The North Fork Ambulance Association has traditionally had a presence during Cherry Days, with water, a first aid tent, and an ambulance in the park. Cherry Days committee members will be instructed to call 911 if there is any doubt. Minor injuries will be treated by NFAA or in the Smith Center by first aid qualified committee members.

Parking Plan: Paonia Cherry Days will offer a minimum of four designated Handicap Parking spaces for attendees. All other festival attendees will be able to park on a first come, first served basis around the perimeter of the park and on adjacent side streets. We request 12 of the town’s traffic barriers be left on the east side of the Smith Center. Barriers will be used to limit traffic within the park during the festival (particularly on the 4th). Additionally, we request that barriers be left until Monday, July 22, so they may be used for the BMW Rally. Overflow parking is available at the Elementary School to the west and the Church of Jesus Christ of Latter-Day Saints to the northeast.

Safety Plan: The volunteer coordinators of Paonia Cherry Days have made every conscious effort to produce a festival with safety in mind for all attendees regardless of age. Paonia Cherry Days will be insured through Mountain West Insurance, with the Town of Paonia named as an additional insured. The policy will be finalized before the end of June and a copy of the insurance certificate will be provided to the town when it is received.

Security Mitigation Plan: Paonia Cherry Days will contract with High Mesa Security Services to provide two park security guards the evenings of Wednesday, July 3, Thursday, July 4, and Friday, July 5. Security is scheduled from 10 PM until 8 AM. Any additional police presence from the Paonia Police Department would be greatly appreciated.

For further information, please contact: Bob Bushta 970-424-6369.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO
CERTIFICATE OF REGISTRATION

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

PAONIA CHERRY DAYS

is a **Charitable Organization** registered to solicit contributions in Colorado as required by the Colorado Charitable Solicitation Act, Title 6, Article 16, C.R.S.

This organization has been assigned a registration number of 20133008064.

The status of its registration is **Good**, and this status has been in effect since 05/13/2024.

The organization's registration expires on 05/15/2025.

Registrants may legally solicit contributions, provide consulting services in connection with a solicitation campaign, and conduct solicitation campaigns in Colorado until the registration expires or is withdrawn, suspended, or revoked.

This certificate reflects facts established or disclosed by documents delivered to this office electronically through 06/07/2024.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the Great Seal of Colorado, at the City of Denver on 06-07-2024 13:53:40



Jena Griswold

Secretary of State of the State of Colorado

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective.

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 Cherry Days

is a

Nonprofit Corporation

formed or registered on 04/15/2014 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 20141239543 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/05/2024 that have been posted, and by documents delivered to this office electronically through 06/10/2024 @ 13:13:21 .

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 06/10/2024 @ 13:13:21 in accordance with applicable law. This certificate is assigned Confirmation Number 16109044 .



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."



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

AGENDA ITEM:	#2 : Consideration of Approval of Special Event Permit and Liquor License for the Top O' the Rockies BMW Rally- Bob Bushta
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	June 25, 2024
BACKGROUND:	<ul style="list-style-type: none"> - All fees & deposits have been paid and paperwork turned in. - Pre-event meeting scheduled for June 26th @ 2 pm <p><u>Special Event Liquor License</u></p> <ul style="list-style-type: none"> - All fees and paperwork have been turned in -Notice boards have been posted - The Clerk's Office, Police Department and Public Works have no issues with the granting of a Special Events Liquor License <p>All legal requirements have been met for the Special Events Permit</p>
BUDGET:	Unknown
RECOMMENDATION:	To not waive Liquor License or On-Premise fees
ATTACHMENT:	SEP 2024-11 Special Events packet.

Town of Paonia Park/Event Registration Application

This form is intended for events over 100 people using public property. The Town of Paonia encourages the use of its parks for the pleasure of its citizens, and reminds applicants to consider impacts on neighbors living adjacent to these public areas so we may all continue to enjoy our parks!

*Please contact the Town office should there be any questions in filling out this form. The Town office is open from 8:00a to 4:30p Monday through Friday.
Thank you~*

Applicant Name: Robert Bushta

Organization: Smith Center Board for BMW/MCC

Mailing Address: 502 Oak Ave; Paonia CO 81428

Telephone Number: [REDACTED]

Event Manager (if different than Applicant): same

Event Manager Telephone: same

Event Manager E-Mail: bushta@tols.net

Please describe the event: This is the 33rd Top of the Rockies BMW Rally and 35th in Paonia. The Smith Center Board serves as the local hosts.

Event Date(s): July 17th Event Hours: 10:00am Midnight Set-up

Event Date(s): July 18-20 Event Hours: 24 hrs./day

Event Date(s): July 21st Event Hours: Midnight - 10am Clean-up

Event Date(s): _____ Event Hours: _____

Expect around 600 motorcycles & campers in the park.

Which park do you want to use?

Town Park – 700 Fourth Street
 Green space including shelters and gazebo
 Football Field area

Apple Valley Park – 45 Pan American Avenue
 Poulos Park – 221 Grand Avenue (no commercial activity allowed)
 River Park – Grand Avenue (no commercial activity allowed)

Will there be alcohol? (Pasnia Cherry Days will provide the beer/wine garden)

No
 Yes, but we are not selling it.
 An On-Premise Liquor Application is required.
 Yes, and we would like to sell it.
 We are a non-profit and submitted From DR-8439 Application for a Special Event Permit and any associated forms required.
 On an attached piece of paper is the Alcohol Mitigation Plan.

Will there be vendors?

No
 Yes *will be*
 A list of vendors ~~is being~~ provided to the Town for tax compliance.
 We have contacted the Department of Revenue to work out how taxes will be submitted for the event; either electronically or manually.
 Vendors will be notified that tax compliance will be monitored.
 Chalk or tape are permitted to define vendor boundaries on the grass.

Are you having a parade? Do you need a street closed?

No
 Yes. Attached is the street closure request form noting the day, hours and route information.

Do you have any special requests? (ie - gate openings at certain times?)

No
 Yes Included in additional information

Pricing:

Half Day (4 Hours or less) \$ 150.00/day
 Refundable Deposit for Cleaning & Materials \$ 100.00
 Includes: 3 dumpsters and up to 5 vendors
 Date Submitted _____ Amount _____

Full Day (6+ Hours until 10:00p) \$ 225.00/day
 Refundable Deposit for Cleaning & Materials \$ 250.00
 Includes: 3 dumpsters and up to 10 vendors
 Date Submitted _____ Amount _____

Multi-Day Rate (3+ consecutive days) \$ 200.00/day
 Refundable Deposit for Cleaning & Materials \$ 250.00*
 Includes: 3 dumpsters and up to 10 vendors
 Date Submitted _____ Amount 850⁰⁰

Additional Vendors (More than 10) \$ 15.00/ea.
 Date Submitted _____ Amount TBD

Trash: The Town will provide 3 dumpsters. If the event requires more, it is the responsibility of the applicant to contract with a local agency for additional services. Compostable ware is strongly encouraged from all vendors and event managers. Styrofoam not permitted.
Two roll off dumpsters have been coordinated with public works
 Date Submitted _____ Amount _____

Any additional fees submitted (street closure, liquor licensing, etc):
 Type: On Premise Permitt \$ 150⁰⁰
Banner Permitt \$ 50⁰⁰
Barricades \$ 120⁰⁰
 _____ \$ _____
 _____ \$ _____

Date Submitted 6/10/24 Amount 320⁰⁰

Recycling: Should the event provide recycling, _____ \$ _____
 a \$50 credit shall be applied. *If recyclable material is thrown into a Town dumpster by applicants' representatives, the credit will not apply.*

*Two checks \$850
 \$320*

TOTAL FEES SUBMITTED \$ 320

All fees must be submitted no less than thirty (30) days before the first date of the event.

**I've hired an outfit to empty park trash cans and clean the public bathrooms.*

Other items submitted for consideration: *(On an attached piece(s) of paper)*

- Communication Contacts
- Liability Insurance *will be provided*
(\$1,000,000 minimum AND the Town of Paonia needs to be listed as an additional insured)
- Medical Plan (ie - How do you plan on addressing a person who is injured at the event?)
- Parking Plan (ie-Staff versus Visitor parking)
- Safety Plan (ie – How would you deal with a natural emergency or a tree limb falling?)
- Security Plan (ie – Vendor security, controlling alcohol, etc)

Promotion:

The Town is willing to promote your event by posting submitted material on the Town website, the Town of Paonia Facebook page, via e-mail to people who are on the Town’s subscribed list, and/or a poster placed in the Town Hall entryway.

Any material to be promoted must be submitted no less than thirty (30) days before the first day of the event. Material shall only be promoted once for each avenue noted above.

The undersigned agrees to restore the park to pre-event condition, safety standards will be observed at all times, no glass will be brought into the park and all fees submitted are non-refundable, even if the event is canceled.

Signed and submitted this 10th day of June, 2024.

Printed Name: Robert E. Bushta

Signature: 

No less than one week before the event, a meeting **must** be scheduled with the Public Works Director, Parks Maintenance, Town Clerk and the Police Chief, or designees to finalize all plans and coordinate last minute items.

Date of Pre-Event Meeting: _____

Application is deemed complete and is accepted. Employee Initials _____

Application requires Board of Trustee Approval.

Hearing Date: _____

Comments: _____

Town of Paonia

Temporary Banner Permit

Organization Name: BMWMEC (sponsored by Smith Center Board)
Address: 502 Oak Ave, Paonia, CO 81428
Contact Person: Robert Buehler Telephone #: 970-424-6369
Event: BMW Rally Date(s): 17-21 July 24

**This permit is good for local events only.
Organization must be registered non-profit.
\$50.00**

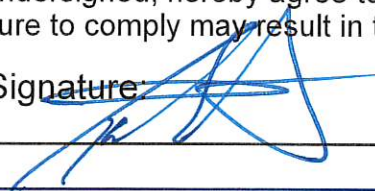
Banner Specifications:

- Not to exceed 3 Foot Height x 16 Foot Length _____
- Must have air holes
- Installation performed by applicant

(Note: The Applicant agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the services to be provided under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, or other fault of the Applicant, any subcontractor of the Applicant, or any officer, employee, or agent of the Applicant or any subcontractor of the Applicant. Applicant further waives and releases the Town, and its officers and its employees, from any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which Applicant may suffer and which arise out of or are in any manner connected with the services to be provided under this Agreement.)

Banners may be installed up to two (2) weeks prior to event and must be removed no later than five (5) days after the event.

I, the undersigned, hereby agree to all terms and conditions set forth herein.
Failure to comply may result in the inability to apply for future permits.

Applicant Signature:  Date: 6/10/24

Town of Paonia Use Only		
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Signed: _____		

Applications will not be accepted more than 60 days in advance of the event date and will not be processed and/or dates blocked out until a COMPLETE application and all fees have been received by the Town of Paonia.

Town of Paonia

Street Barricade, Cone, Barrel Rental

Organization Name: Smith Center Board (BMW Rally)

Address: 502 Oak Ave Paonia CO 81429

Contact Person: Robert Baskin Telephone #: [REDACTED]

Date of Requested Rental: 17-21 July 24

Start Time	End Time	Street(s) and Block(s) Rental Requested for
		<u>Paonia Town Park</u>

Barricade Rental: \$10 Per Barricade per Event x12 \$ 120⁰⁰
Total is # of barricades x \$10 x number of events.

Street Cone Rental: \$5 per Cone per Event \$ _____
Total is # of cones x \$5 x number of events.

Street Barrel Rental: \$10 per Barrel per Event \$ _____
Total is # of barrels x \$10 x number of events.

Applicant Signature: [Signature] Date: 6/10/24

Comments from Chief of Police or Proxy: _____

Town of Paonia Use Only		
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied	Date: _____
Signed: _____		

Applications will not be accepted more than 60 days in advance of the event date and will not be processed and/or dates blocked out until a COMPLETE application and all fees have been received by the Town of Paonia.

Application for a Special Events Permit

In order to qualify for a Special Events Permit, You **Must Be Nonprofit** and **One of the Following** (See back for details.)

<input type="checkbox"/> Social	<input type="checkbox"/> Athletic	<input type="checkbox"/> Philanthropic Institution
<input type="checkbox"/> Fraternal	<input type="checkbox"/> Chartered Branch, Lodge Or Chapter	<input type="checkbox"/> Political Candidate
<input type="checkbox"/> Patriotic	<input type="checkbox"/> Of A National Organization Or Society	<input type="checkbox"/> Municipality Owning Arts Facilities
<input type="checkbox"/> Political	<input type="checkbox"/> Religious Institution	

LIAB Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$50.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <i>Paonia Cherry Pops</i>	State Sales Tax Number (Required) <i>32934720</i>
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <i>P.O. Box 1703 Paonia, CO 81428</i>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <i>Paonia Town Park 704 4th Street Paonia, CO 81428</i>
--	--

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <i>Robert E. Bushta</i>	<i>8/16/63</i>	<i>502 Oak Ave, Paonia CO 81428</i>	
5. Event Manager <i>- Same -</i>			

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. Is premises now licensed under state liquor or beer code? <input type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
--	---

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

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

Date	Date	Date	Date	Date
<i>7/4-6/24</i>	<i>7/18-20/24</i>			
Hours From <i>11</i> a.m. To <i>10</i> p.m.	Hours From <i>11</i> a.m. To <i>12</i> a.m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.

Oath of Applicant

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

Signature <i>[Signature]</i>	Title <i>President, Paonia Cherry Pops</i>	Date <i>6/7/24</i>
------------------------------	--	--------------------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

Application Information and Checklist

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

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- If not incorporated, a NONPROFIT charter; **or**
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- Application must first be submitted to the local licensing authority (city or county) at least thirty (30) days prior to the event.
- The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (44-5-106 C.R.S.)
- An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.
- NA Check payable to the Colorado Department Of Revenue

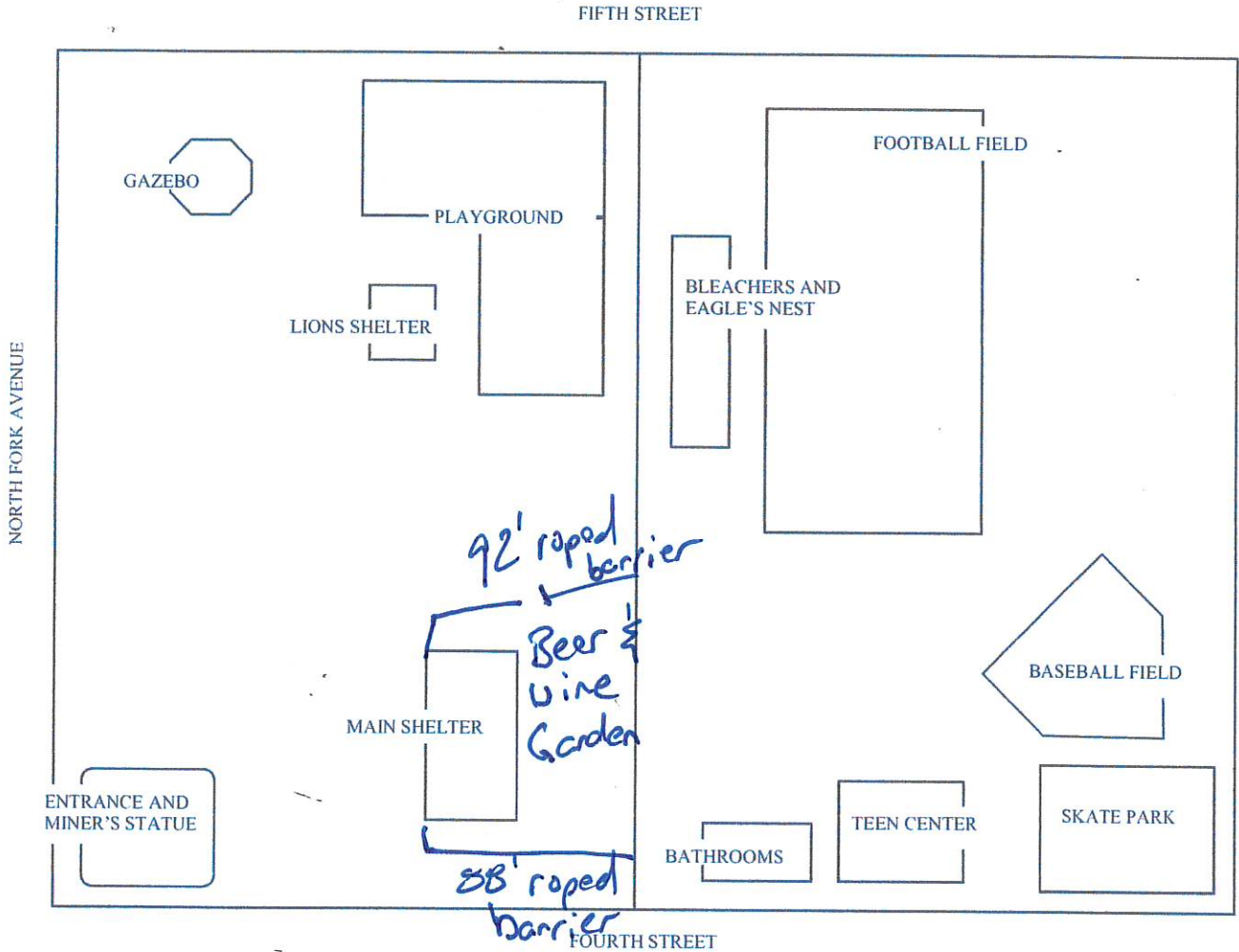
(44-5-102 C.R.S.)

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

If an event is cancelled, the application fees and the day(s) are forfeited.

Cherry Days Liquor Containment for BMW Rally July 18-20, 2024

TOWN PARK MAP



The Cherry Days Beer and Wine Garden must be enclosed in order to have an "On Premise Permit" for the BMW campers

TOWN OF PAONIA, COLORADO

PERMIT #: _____

APPLICATION FOR AN ON PREMISES LIQUOR PERMIT

Under section 6-2, "Permit for Public Consumption and Possession" Town of Paonia Criminal Code, the following information shall be obtained before a permit to consume or possess alcohol within the Town limits of Paonia shall be issued.

You must be at least 21 years of age to apply for this permit.

Name: Robert Bushta
Address: 502 Oak Ave Telephone Number: [REDACTED]
Paonia, CO 81429

Submit Copy of Drivers License

Employer: USMC (Retired) & Peltz County School District
Organization or Group: Smith Center Board for BMWCC

Briefly describe the activity to be conducted by applicant or group:
BMW Rally - 600 bikes/people camping in the park

Number of people expected to participate: 600

Date(s) of Permit: 6/17-21/24 Hours: 3pm 6/17 to 8am 6/21

To the best of your knowledge have you or anyone in your organization or group ever been convicted of any criminal offense other than traffic? No

If yes, please explain: _____

This permit shall be valid only during the date(s) and hours requested above and not to exceed _____ hours. Permit issued hereunder may be revoked by the Town of Paonia at any time. Permit shall be posted in a conspicuous place at all times. I/we understand the State Liquor Laws and realize I/we can be held responsible for serving persons under 21. I/we agree to the clean up of the site after the event. I swear all information listed above is true and correct to the best of my knowledge.

Signature: [Signature]

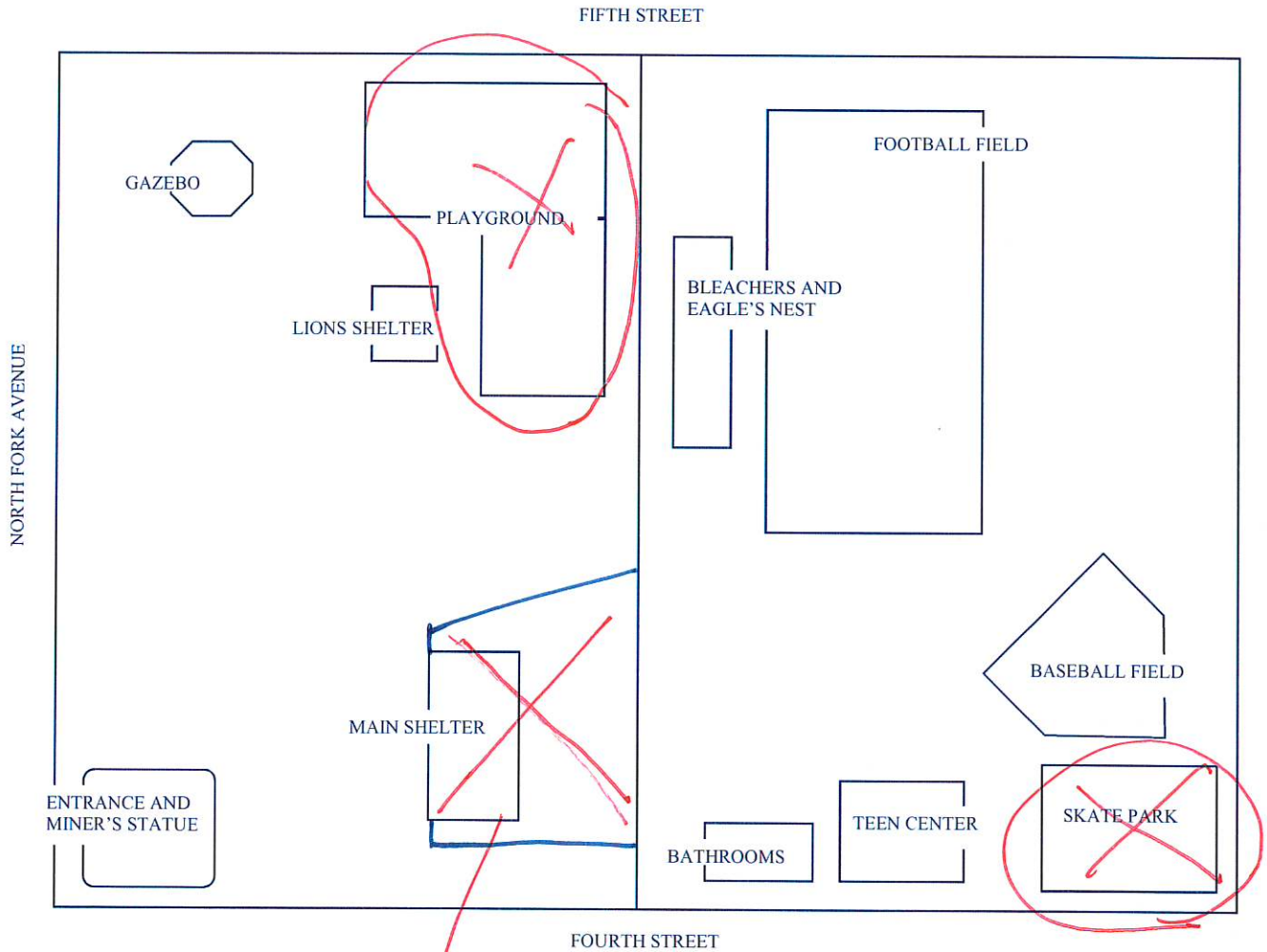
Authorized by: _____ Date: _____
Chief of Police

Comments: _____

Permit fee: \$150.00

On Premise Permit for Top of the Rockies
BMW Rally 17-21 July 24. Entire
Park less three areas marked

TOWN PARK MAP



Cherry Days Beer/Wine Gared

2024 BMW Rally Additional Information:

The local event manager (Robert Bushta) lives right across the street and can be contacted 24 hours a day (970-424-6369). If something occurs during the event that requires police or town attention, and he isn't doing the notification, please contact him.

Liability Insurance will be taken out by BMWCC and will be forwarded by email.

Medical/Safety will be handled through 911.

Parking Plan: Bikes will not park on the grass. They will be parked around the perimeter of the park, as well as in designated areas on the pavement within the park. The only four-wheeled vehicle parking will be on the east side of the Smith center, by the skate park. Additional four-wheeled vehicle parking (overflow) will be available at the North Fork School of Integrated Studies. We have requested 12 of the town's traffic barriers for the rally.

Security/Alcohol Mitigation Plan: The BMWCC will request to view government issued IDs of participants during registration and issue colored wristbands based on age (the few, if any, participants under 21 will received a different color wristband). The Cherry Days beer garden will honor rally wristbands and conduct identification checks and issue unique wristbands to non-rally adults (volunteers, vendors, community visitors, etc.) who wish to drink in the beer garden. Servers will be educated in the serving of alcohol to prevent over consumption. A roped and lighted barrier will designate the Cherry Days beer garden perimeter and Cherry Days personnel will provide barrier security for the perimeter. Although an On Premise Liquor Permit will cover the camping area, **alcohol will not be allowed to pass in or out of the Cherry Days Beer Garden. They will be two distinct areas.** The event coordinator and the BMW Rally Master, will both be there every night and will walk through the park several times during the evening to oversee the On Premise area and to ensure there is no under age drinking (wristband checks). They will also ensure that there are no glass bottles in the park.

Early Camping: We request early camping in the park on Wednesday the 17th for the BMWCC advance party, as well as late camping on Sunday the 21st, for the four or five people who may request to stay one additional night. If we have any stay an additional day, we will relocate them to the area around the Smith Center. The town has granted this early and late camping for all of the sixteen years I've been associated with the rally.

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 Cherry Days

is a

Nonprofit Corporation

formed or registered on 04/15/2014 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 20141239543 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/05/2024 that have been posted, and by documents delivered to this office electronically through 06/10/2024 @ 13:13:21 .

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 06/10/2024 @ 13:13:21 in accordance with applicable law. This certificate is assigned Confirmation Number 16109044 .



Jena Griswold

Secretary of State of the State of Colorado

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

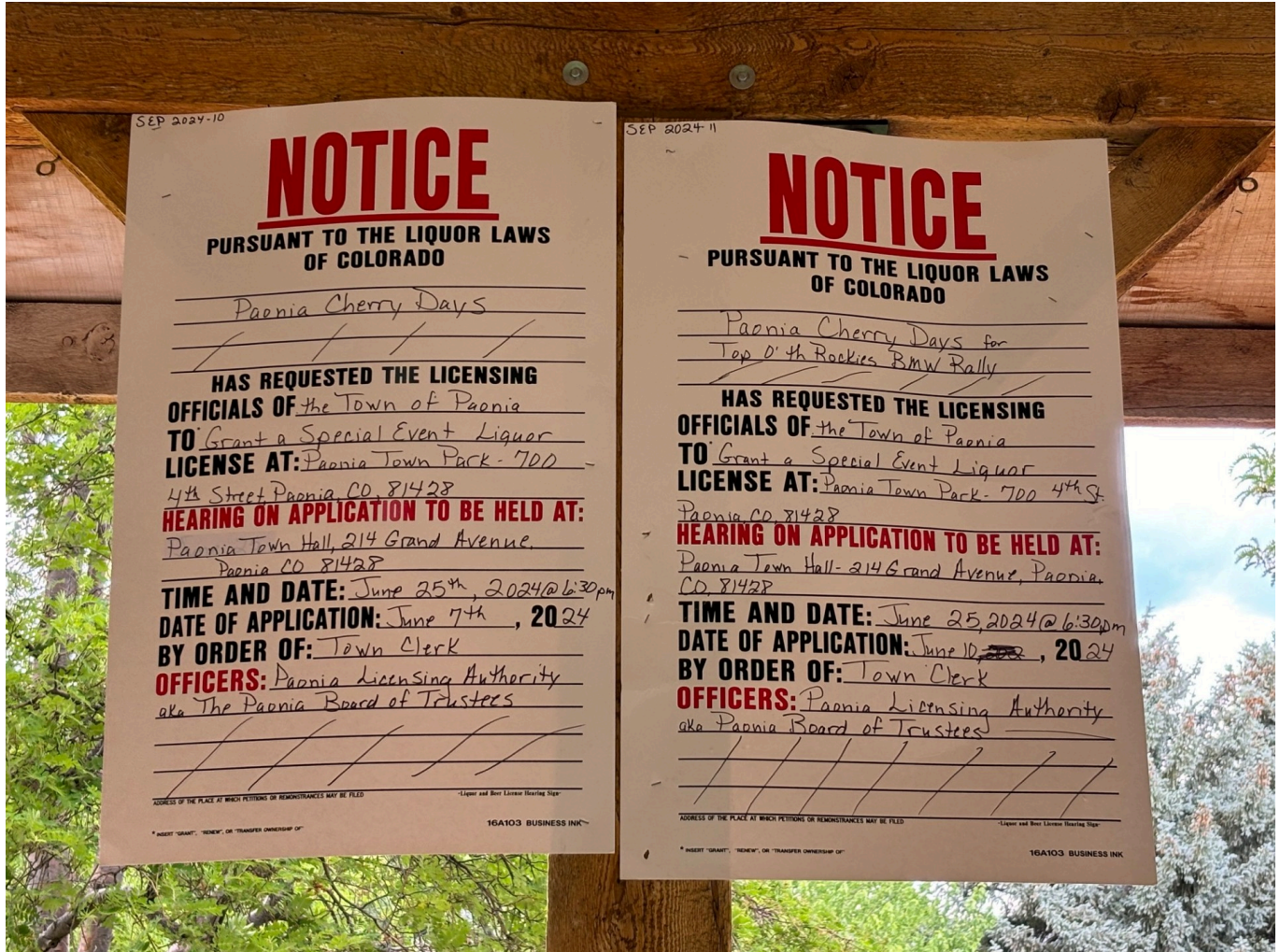
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Special Permit Posting

Robert Bushta <bushta@tds.net>

Mon 6/10/2024 3:20 PM

To: Samira V <SamiraV@townofpaonia.com>





COLORADO WATER RESOURCES & POWER DEVELOPMENT AUTHORITY

The Amp - Suite 820, 1580 N. Logan Street, Denver, Colorado 80203-1939
303/830-1550 · Fax 303/832-8205 · info@cwrpda.com

May 24, 2024 (Transmitted via email)

Stefen Wynn
Paonia, Town of
P.O. Box 460
Paonia, CO 81428

Re: Drinking Water Revolving Fund (“DWRF”) Design & Engineering Grant Approval

Dear Mr. Wynn,

On May 16, 2024, the Town of Paonia was awarded a \$300,000 DWRF Design & Engineering Grant to assist with the costs of completing the necessary design and engineering of the proposed project.

We look forward to working with you and your attorneys towards a successful project. Please call me at (303) 830-1550, extension 1015 or email me at ggazashvili@cwrpda.com with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Giorgi Gazashvili".

Giorgi Gazashvili
Financial Analyst I

CC: Siobhan Yoest, (via email)
Peter Dieterich, (via email)
Alex Hawley, Grantsandloans, (via email)
Cheryl Gantner, (via email)

DRINKING WATER REVOLVING FUND

LOAN AGREEMENT

BETWEEN

**COLORADO WATER RESOURCES AND POWER
DEVELOPMENT AUTHORITY**

AND

**TOWN OF PAONIA, COLORADO, ACTING BY AND THROUGH ITS
_____ ENTERPRISE**

DATED

DRINKING WATER REVOLVING FUND DESIGN AND ENGINEERING LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of this ____ day of _____ 2024 by and between **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), a body corporate and political subdivision of the State of Colorado, and the **TOWN OF PAONIA, COLORADO, ACTING BY AND THROUGH ITS _____ ENTERPRISE** (the "Governmental Agency").

WITNESSETH THAT:

WHEREAS, the United States of America, pursuant to the federal Safe Drinking Water Act of 1996, assists state and local participation in the financing of the costs of drinking water system projects and said federal Drinking Water Act requires each state to establish a drinking water revolving fund to be administered by an instrumentality of the State.

WHEREAS, the Authority was created to initiate, acquire, construct, maintain, repair, and operate or cause to be operated certain water resource projects, and to finance the cost thereof;

WHEREAS, Section 37-95-107.8, Colorado Revised Statutes, has created a Drinking Water Revolving Fund to be administered by the Authority;

WHEREAS, the Governmental Agency has completed the necessary steps to finance all or a portion of the cost of certain design and engineering expenses;

WHEREAS, the Colorado Legislature has approved a Project Eligibility List that includes the water resource project proposed by the Governmental Agency to be financed hereunder;

WHEREAS, the Governmental Agency has made timely submission of a Project Needs Assessment to the Authority for financing under the Drinking Water Revolving Fund to finance a portion of the design and engineering cost of a certain water resource project, and the SRF committee has reviewed the Governmental Agency's Project Needs Assessment and recommended funding from available funds in the Drinking Water Revolving Fund in an amount not to exceed the amount of the loan commitment set forth in Exhibit B hereto to finance 80% of the design and engineering costs of the project, provided the remaining 20% of the design and engineering costs are paid by the Governmental Agency. However, these 20% matching funds shall be reimbursed if the Governmental Agency executes a loan under the Drinking Water Revolving Fund to complete the Project for which the design and engineering costs were paid;

WHEREAS, the Governmental Agency will issue its bond to the Authority to evidence said loan and its obligations hereunder to the Authority;

NOW THEREFORE, for and in consideration of the award of the loan by the Authority, the Governmental Agency agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "Colorado Water Resources and Power Development Authority Act," being Section 37-95-101 et seq. of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

"Authority" means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State of Colorado duly created and validly existing under and by virtue of the Act.

"Authorized Officer" means, in the case of the Governmental Agency, the person whose name is set forth in Paragraph (7) of Exhibit B hereto or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to act as an Authorized Officer of the Governmental Agency to perform any act or execute any document relating to the Loan, the Governmental Agency Bond, or this Loan Agreement, whose name is furnished in writing to the Authority.

"Commencement Date" means the date of commencement of the term of this Loan Agreement, as set forth in Paragraph (1) of Exhibit B attached hereto and made a part hereof.

"Cost" means those costs that are eligible to be funded and that are reasonable, necessary and allocable to the Project and are associated with the Project Needs Assessment.

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Federal Capitalization Agreement" means the instrument or agreement established or entered into by the United States of America Environmental Protection Agency with the Authority to make capitalization grant payments pursuant to the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f et seq.)

"Governmental Agency" means the entity that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"Governmental Agency Bond" means the bond executed and delivered by the Governmental Agency to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan, the form of which is attached hereto as Exhibit D and made a part hereof.

"Loan" means the loan made by the Authority to the Governmental Agency to finance or refinance a portion of the design and engineering Cost of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the principal amount of the Loan at any time shall be the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part of this Loan Agreement.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof.

"Loan Closing" means the date upon which the Loan herein shall be closed, as set forth in Section 3.06.

"Loan Term" means the term of this Loan Agreement provided in Paragraph (5) of Exhibit B attached hereto and made a part hereof.

"Principal Forgiveness" means forgiveness upon Loan Closing of the Governmental Agency's obligation to repay 100% of the principal amount of the Loan, to be effectuated as provided in paragraph (6) of Exhibit B, attached hereto and made a part hereof.

"Project" means the project of the Governmental Agency described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, all or a portion of the design and engineering Cost of which is financed or refinanced by the Authority through the making of the Loan under this Loan Agreement.

"Project Loan Account" means the Project Loan Account established within the Drinking Water Revolving Fund.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF GOVERNMENTAL AGENCY

SECTION 2.01. Representations of Governmental Agency. The Governmental Agency represents for the benefit of the Authority:

(a) Organization and Authority.

(i) The Governmental Agency is a governmental agency as defined in the Act and as described in the first paragraph of this Loan Agreement.

(ii) The Governmental Agency has full legal right and authority to execute and deliver this Loan Agreement; to execute, issue, and deliver the Governmental Agency Bond; and to carry out and consummate all transactions contemplated by this Loan Agreement and the Governmental Agency Bond. The Project is on the drinking water project eligibility list approved by the General Assembly of the State of Colorado pursuant to the Act and is a project that the Governmental Agency may undertake pursuant to Colorado law, and for which the Governmental Agency is authorized by law to borrow money.

(iii) The proceedings of the Governmental Agency's governing members and voters, if a referendum is necessary, approving this Loan Agreement and the Governmental Agency Bond, and authorizing their execution, issuance, and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake and complete the Project, or to cause the same to be undertaken and completed, have been duly and lawfully adopted and approved in accordance with the laws of Colorado, and such proceedings were duly approved and published, if necessary, in accordance with applicable Colorado law, at a meeting or meetings that were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout.

(iv) This Loan Agreement has been, and the Governmental Agency Bond when delivered at the Loan Closing will have been, duly authorized, executed, and delivered by an Authorized Officer of the Governmental Agency; and, assuming that the Authority has all the requisite power and authority to authorize, execute, and deliver, and has duly authorized, executed, and delivered, this Loan Agreement, this Loan Agreement constitutes, and the Governmental Agency Bond when delivered to the Authority will constitute, the legal, valid, and binding obligations of the Governmental Agency in accordance with their respective terms; and the information contained under "Description of the Loan" on Exhibit B attached hereto and made a part hereof is true and accurate in all material respects.

(b) Full Disclosure.

There is no fact that the Governmental Agency has not disclosed to the Authority in writing on the Governmental Agency's Project Needs Assessment or otherwise that materially adversely affects the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(c) Pending Litigation.

Except as disclosed to the Authority in writing, there are no proceedings pending, or, to the knowledge of the Governmental Agency threatened, against or affecting the Governmental Agency, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(d) Compliance with Existing Laws and Agreements.

The authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond by the Governmental Agency, the observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements thereunder, and the consummation of the transactions provided for in this Loan Agreement and in the Governmental Agency Bond; the compliance by the Governmental Agency with the provisions of this Loan Agreement and the Governmental Agency Bond; and the undertaking and completion of the Project; will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon, any property or assets of the Governmental Agency pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement, or other instrument (other than the lien and charge of this Loan Agreement and the Governmental Agency Bond) to which the Governmental Agency is a party or by which the Governmental Agency, or any of the property or assets of the Governmental Agency may be bound, and such action will not result in any violation of the provisions of the charter or other document pursuant to which the Governmental Agency was established, or of any laws, ordinances, resolutions, governmental rules, regulations, or court orders to which the Governmental Agency, or the properties or operations of the Governmental Agency are subject.

(e) No Defaults.

No event has occurred and no condition exists that, upon authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Governmental Agency is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party, or by which it, may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(f) Governmental Consent.

The Governmental Agency has obtained all approvals required to date by any governmental body or officer for the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or for the undertaking or completion of the Project and the financing or refinancing thereof; and the Governmental Agency has complied with all applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval, or authorization of, or filing, registration, or qualification with, any governmental body or officer that has not been obtained is required on the part of the Governmental Agency as a condition to the authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

The Governmental Agency:

(i) is in compliance with all laws, ordinances, governmental rules, and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition (financial or otherwise) of the Governmental Agency or the System; and

(h) Use of Proceeds.

The Governmental Agency will apply the proceeds of the Loan from the Authority as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Cost; and (ii) where applicable, to reimburse the Governmental Agency for a portion of the Cost, which portion was paid or incurred in anticipation of reimbursement by the Authority.

SECTION 2.02. Particular Covenants of the Governmental Agency.

(a) Reimbursement for Ineligible Costs.

The Governmental Agency shall promptly reimburse the Authority for any portion of the Loan that is determined not to be a Cost of the Project and that would not be eligible for funding from draws under the Drinking Water Revolving Fund. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority.

(b) No Lobbying.

No portion of the Loan shall be used for lobbying or propaganda as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

(c) Records; Accounts.

During the Loan Term, the Governmental Agency shall keep accurate records and accounts, separate and distinct from its other records and accounts (the "General Records"). Such Records shall be maintained in accordance with generally accepted accounting principles, and Records and General Records shall be made available for inspection by the Authority at any reasonable time.

(d) Notice of Material Adverse Change.

During the Loan Term, (i) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its System, or its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement; (ii) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(e) Hiring Requirements.

The Governmental Agency agrees to comply with all applicable state laws regarding hiring requirements.

(f) Continuing Representations.

The representations of the Governmental Agency contained herein shall be true at the time of the execution of this Loan Agreement and the Governmental Agency covenants not to take any action that would cause them not to be true at all times during the Loan Term.

(g) Capacity Development.

The Governmental Agency covenants to maintain its technical, financial, and managerial capability to ensure compliance with the requirements of the Safe Drinking Water Act of 1996 under Section 1452(a)(3)(A)(i).

(h) Additional Covenants and Requirements.

Additional covenants and requirements are included on Exhibit F attached hereto and made a part hereof. The Governmental Agency agrees to observe and comply with each such additional covenant and requirement included on Exhibit F.

ARTICLE III

**LOAN TO GOVERNMENTAL AGENCY; AMOUNTS PAYABLE;
GENERAL AGREEMENTS**

SECTION 3.01. The Loan. The Authority hereby agrees to loan and disburse to the Governmental Agency in accordance with Section 3.02 hereof, and the Governmental Agency agrees to borrow and accept from the Authority, the Loan in the principal amount equal to the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part hereof as such Loan Commitment may be revised to reflect a reduction in the Cost of the Project prior to the Project Completion; provided, however, that the Authority shall be under no obligation to make the Loan if (i) the Governmental Agency does not deliver its Governmental Agency Bond to the Authority on the Loan Closing, or (ii) an Event of Default has occurred and is continuing under this Loan Agreement. The Governmental Agency shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof.

SECTION 3.02. Disbursement of the Loan. The Authority has created in the Drinking Water Revolving Fund a Project Loan Account from which 80% of the design and engineering Costs of the Project shall be paid. Amounts shall be transferred into the Project Loan Account and disbursed to the Governmental Agency upon receipt of a “Request for Reimbursement”, as described below, executed by an Authorized Officer, and approved by the Authority and the State Department of Public Health and Environment; provided that the Disbursement of the Loan may be withheld if the Governmental Agency is not complying with any of the covenants and conditions in the Loan Agreement. To receive reimbursement under this agreement, the Governmental Agency shall submit a signed “Request for Reimbursement” and all applicable invoices and receipts for payments made by the Governmental Agency. The acceptable form for a “Request for Reimbursement” is included hereto as **Exhibit G**. Upon receipt of the “Request for Reimbursement” and the required invoices and receipts, the Authority will reimburse the Governmental Agency an amount equal to 80% of the total invoices provided with the “Request for Reimbursement”; the remaining 20% paid by the Governmental Agency and not reimbursed by the Authority shall be the Governmental Agency’s matching funds. The 20% matching funds shall be reimbursed if the Governmental Agency executes a loan under the Drinking Water Revolving Fund to complete the Project for which the design and engineering costs were paid.

SECTION 3.03. Governmental Agency Bond. The Governmental Agency shall execute and issue the Governmental Agency Bond to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan.

SECTION 3.04. Loan Repayment – Principal Forgiveness. This Loan is issued as a 100% Principal Forgiveness Loan pursuant to the current Capitalization Grant, and the principal amount of the Loan shall be forgiven, as set forth in Paragraph (6) of Exhibit B attached hereto and made a part hereof.

SECTION 3.05. Disclaimer of Warranties and Indemnification. The Governmental Agency acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability, or fitness for particular purpose, or fitness for any use, of the Project or any portions thereof, or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its agents be liable or responsible for any direct, incidental, indirect, special, or consequential damages in connection with or arising out of this Loan Agreement, or the Project, or the existence, furnishing, functioning, or use of the Project, or any item or products or services provided for in this Loan Agreement; and (iii) to the extent authorized by law, the Governmental Agency shall indemnify, save, and hold harmless the Authority against any and all claims, damages, liability, and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by the Governmental Agency, or its employees, agents, or subcontractors pursuant to the terms of this Loan Agreement, provided, however, that the provisions of this clause (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq. C.R.S.), or under the laws of the United States or the State of Colorado.

SECTION 3.06. Loan Closing. The Loan shall be closed and become effective as follows:

- (a) The Governmental Agency will deliver each of the following items to the Authority:
 - (i) executed counterparts of this Loan Agreement;
 - (ii) the executed Governmental Agency Bond in the form attached hereto as Exhibit D.
 - (iii) copies of the resolutions or ordinances of the governing body of the Governmental Agency authorizing the execution and delivery of this Loan Agreement and the Governmental Agency Bond, certified by an Authorized Officer of the Governmental Agency;
 - (iv) an opinion of the Governmental Agency's counsel substantially in the form set forth in Exhibit E-1 hereto (such opinion or portions of such opinion may be given by one or more counsel); provided, however, that the Authority may in its discretion permit variances in such opinion from the form or substance of such Exhibit E-1 if such variances are not to the material detriment of the interests of the Authority; and
 - (v) such other certificates, documents, opinions and information as the Authority may require.

(b) Upon receipt of the foregoing documents, the Authority shall obligate the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B, and make the amount of the Loan available for the Project in accordance with the terms of this Loan Agreement.

ARTICLE IV

ASSIGNMENT

SECTION 4.01. Assignment by Governmental Agency. Neither this Loan Agreement nor the Governmental Agency Bond may be assigned or delegated by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (i) the Authority shall have approved said assignment in writing; (ii) the assignee shall be a governmental agency as defined by the Act, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements, and obligations under the Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations, or agreements of the Governmental Agency under the Loan Agreement; and (iv) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the Safe Drinking Water Act.

No assignment or delegation shall relieve the Governmental Agency from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Event of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Governmental Agency to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement and the Governmental Agency Bond, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency; provided, however, that if the failure stated in such notice is correctable, but cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the Event of Default is corrected;

(b) any representation made by or on behalf of the Governmental Agency contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(c) (i) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law, or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Governmental Agency such petition shall be dismissed within thirty (30) days after such filing, and such dismissal shall be final and not subject to appeal; or (ii) the Governmental Agency shall become insolvent, or bankrupt or make an assignment for the benefit of its creditors; or (iii) a custodian (including, without limitation, a receiver, liquidator, or trustee of the Governmental Agency or any of its property) shall be appointed by court order, or take possession of the Governmental Agency, or its property or assets, if such order remains in effect, or such possession continues, for more than thirty (30) days.

SECTION 5.02. Notice of Default. The Governmental Agency shall give the Authority prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01 at such time as any senior administrative or financial officer of the Governmental Agency becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 5.02 shall be confirmed by the Governmental Agency in writing as soon as practicable.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Authority shall have the right to withhold disbursement of Loan funds remaining, and take such other action at law or in equity as may appear necessary to enforce the performance and observance of any duty, covenant, obligation, or agreement of the Governmental Agency hereunder, including, without limitation, appointment ex parte of a receiver of the System.

SECTION 5.04. Attorney’s Fees and Other Expenses. In the Event of Default, the Governmental Agency shall on demand pay to the Authority the reasonable fees and expenses of attorneys, and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by the Authority in the enforcement of the performance or observation of the duties, covenants, obligations, or agreements of the Governmental Agency.

SECTION 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Event of Default shall impair any such right, remedy, or power, or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.06. Default by the Authority. In the event of any default by the Authority under any covenant, agreement, or obligation of this Loan Agreement, the Governmental Agency's remedy for such default shall be limited to injunction, special action, action for specific performance, or any other available equitable remedy, designed to enforce the performance or observance of any duty, covenant, obligation, or agreement of the Authority hereunder, as may be necessary or appropriate. The Authority shall on demand pay to the Governmental Agency the reasonable fees and expenses of attorneys, and other reasonable expenses, in the enforcement of such performance or observation.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, to the Governmental Agency at the address specified on Exhibit B attached hereto and made a part hereof, and to the Authority, at the following address:

Colorado Water Resources and Power
Development Authority
1580 N. Logan Street, Suite 820
Denver, Colorado 80203-1939
Attention: Executive Director

Such address may be changed by notice in writing.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of, and shall be binding upon, the Authority and the Governmental Agency, and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect, any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified without the prior written consent of the Authority and the Governmental Agency.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including the Act. Venue for any action seeking to interpret or enforce the provisions of this Loan Agreement shall be in the Denver District Court.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law, or by rules, regulations or resolutions of the Authority.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit, or describe, the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Further Assurances. The Governmental Agency shall, at the request of the Authority, authorize, execute, acknowledge, and deliver, such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments, as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming, the rights and agreements, granted or intended to be granted, by this Loan Agreement and the Governmental Agency Bond.

SECTION 6.10. Recitals. This Loan Agreement is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Loan Agreement is authorized by the Governmental Agency pursuant to Title 37, Article 45.1 C.R.S., Title 32, Article 1, C.R.S. and Title 11, Article 57, Part 2, C.R.S and shall so recite in the Governmental Agency Bond. Such recitals shall conclusively impart full compliance with all provisions and limitations of such laws and shall be conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond, and the Governmental Agency Bond delivered by the Governmental Agency to the Authority containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
Executive Director

ATTEST:

By: _____
Assistant Secretary

**TOWN OF PAONIA, COLORADO, ACTING
BY AND THROUGH ITS _____ ENTERPRISE**

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
Executive Director

ATTEST:

By: _____
Assistant Secretary

**TOWN OF PAONIA, COLORADO, ACTING
BY AND THROUGH ITS _____ ENTERPRISE**

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

(1) Description of the Project

The project consists of a phased construction necessary to update, repair, and/or replace infrastructure in the potable water system. The first phase of the project will consist of relining their finished water tank, replacement of 9,400 feet of distribution piping, and rehabilitation of spring structures.

EXHIBIT B

DESCRIPTION OF THE LOAN

- (1) Commencement Date:

- (2) Name and Address of Governmental Agency:

Town of Paonia, Colorado, Acting By and Through Its _____ Enterprise
P.O. Box 460
Paonia, CO 81428

- (3) Estimated Design and Engineering Cost of the Project: \$584,500.00

- (4) Maximum Principal Amount of Loan Commitment: \$300,000.00

- (5) Loan Term: The Loan Term shall be from the date of Loan Execution until the date when the Water Quality Control Division of the Colorado Department of Health and Environment issues certification that all required documents have been submitted and the Governmental Agency has met all Project and Loan requirements but shall not exceed 18 months from the Execution Date.

- (6) Principal Forgiveness: At Loan Closing, the Authority shall forgive 100% of the principal amount of the Loan.

- (7) Authorized Officers: (please list at least two people who will be authorized to take action on this loan, including requisitioning funds)

- (8) Estimated Project Completion Date:

- (9) Execution Date:

EXHIBIT C

LOAN REPAYMENT SCHEDULE – NOT APPLICABLE

EXHIBIT D

GOVERNMENTAL AGENCY BOND

FOR VALUE RECEIVED, the undersigned **TOWN OF PAONIA, COLORADO, ACTING BY AND THROUGH ITS _____ ENTERPRISE** (the “Governmental Agency”), hereby evidences the issuance of a loan from the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority") in the principal amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), or such lesser amount as shall be loaned to the Governmental Agency pursuant to the Loan Agreement dated as of ____, 2024, by and between the Authority and the Governmental Agency (the "Loan Agreement"), and the obligations of the Governmental Agency under and pursuant to the Loan Agreement.

This Governmental Agency Bond is issued pursuant to the Loan Agreement and is subject to Principal Forgiveness as set forth in the Loan Agreement and issued in consideration of the loan made thereunder (the "Loan"). All of the definitions, terms, conditions, and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Governmental Agency Bond.

Pursuant to the Loan Agreement, disbursements to the Governmental Agency shall be made in accordance with written instructions upon the receipt by the Authority of requisitions from the Governmental Agency executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Governmental Agency Bond is entitled to the benefits, and is subject to the conditions, of the Loan Agreement.

This Governmental Agency Bond does not constitute a debt or an indebtedness of the Governmental Agency within the meaning of any constitutional or statutory limitation or provision, and shall not be considered or held to be a general obligation of the Governmental Agency.

If an “Event of Default” as defined in Section 5.01 of the Loan Agreement occurs, the remedies on default set forth in Section 5.03 of the Loan Agreement shall be available to enforce the obligations of the Governmental Agency that are evidenced by this Governmental Agency Bond.

This Governmental Agency Bond is issued under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including without limitation, Article X, Section 20 of the Constitution, Title 31, Article 35, Part 4, C.R.S.; Title 37, Article 45.1; certain provisions of Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Public Securities Act”), and pursuant to the Loan Agreement. Pursuant to §11-57-210, of the Supplemental Public Securities Act, this recital is conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond after its delivery for value. Pursuant to §31-35-413, C.R.S., this recital conclusively imparts full compliance with all the provisions of said statutes, and this Governmental Agency Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this ___ day of _____ 2024.

(SEAL)

**TOWN OF PAONIA, COLORADO,
ACTING BY AND THROUGH ITS
_____ ENTERPRISE**

ATTEST:

By: _____
Mayor

By: _____
Town Clerk

EXHIBIT E-1

OPINION OF GOVERNMENTAL AGENCY COUNSEL

[LETTERHEAD OF COUNSEL TO GOVERNMENTAL AGENCY]

[DATED : Closing Date]

Colorado Water Resources and
Power Development Authority

Ladies and Gentlemen:

[insert "I am an attorney" or "We are attorneys"] admitted to practice in the State of Colorado and [insert "I" or "we"] have acted as counsel to **TOWN OF _____, COLORADO, ACTING BY AND THROUGH ITS _____ ENTERPRISE** (the "Governmental Agency"), of the State of Colorado, which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution and delivery by the Governmental Agency of its Loan Agreement and Governmental Agency Bond (as hereinafter defined).

In so acting [insert "I" or "we"] have examined the Constitution and laws of the State of Colorado and the [charter/by-laws/proceedings relating to organization] of the Governmental Agency. [insert "I" or "We"] have also examined originals, or copies certified or otherwise identified to [insert "my" or "our"] satisfaction, of the following:

- (a) the Loan Agreement, dated as of _____ (the "Loan Agreement") by and between the Authority and the Governmental Agency;
- (b) the proceedings of the governing body of the Governmental Agency relating to the approval of the Loan Agreement and the execution, issuance and delivery thereof on behalf of the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);
- (c) the Governmental Agency Bond, dated as of _____ (the "Governmental Agency Bond") issued by the Governmental Agency to the Authority to evidence the Loan (as defined in the Loan Agreement);
- (d) the proceedings of the governing body of the Governmental Agency relating to the issuance of the Governmental Agency Bond and the execution, issuance and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents");

(e) all outstanding instruments relating to the bonds, notes or other indebtedness of or relating to the Governmental Agency.

[insert "I" or "We"] have also examined and relied upon originals, or copies certified or otherwise authenticated to [insert "my" or "our"] satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in [insert "my" or "our"] judgment [insert "I" or "we"] have deemed necessary or appropriate to enable [insert "me" or "us"] to render the opinions expressed below.

Based upon the foregoing, [insert "I am" or "we are"] of the opinion that:

(1) The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation and is a (_____) of the State of Colorado with the full legal right and authority to execute the Loan Documents.

(2) The Governmental Agency has the full legal right and authority to carry on the business of the System (as defined in the Loan Agreement) as currently being conducted and as proposed to be conducted, and to undertake and complete the Project.

(3) The proceedings of the Governmental Agency's governing body authorizing the Governmental Agency to undertake and complete the Project were duly and lawfully adopted and approved in accordance with [applicable resolution] applicable Colorado law at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(4) The proceedings of the Governmental Agency's governing body approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the Governmental Agency have been duly and lawfully adopted and approved in accordance with [the applicable resolution] applicable Colorado law, at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(5) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, the authorization, execution and delivery of the Loan Documents by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Governmental Agency or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust, ordinance, order, or other agreement to which the Governmental Agency is a party or by which it, the System, or its property or assets is bound.

(6) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery and performance of the Loan Documents and the undertaking and completion of the Project, other than licenses and permits relating to the construction and acquisition of the Project which [insert "I" or "we"] expect the Governmental Agency to receive in the ordinary course of business, have been obtained or made.

(7) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Governmental Agency or of the validity, legality or enforceability of the Loan Documents or the undertaking or completion of the Project, except as disclosed in writing to the Authority, which if adversely determined, could (i) materially adversely affect (a) the financial position of the Governmental Agency, (b) the ability of the Governmental Agency to perform its obligations under the Loan Documents, (c) the security for the Loan Documents, or (d) the transactions contemplated by the Loan Documents or (ii) impair the ability of the Governmental Agency to maintain and operate the System.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. [insert "I" or "We"] express no opinion as to any matter not set forth in the numbered paragraphs herein.

[insert "I" or "We"] hereby authorize Carlson, Hammond, & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion as if [insert "I" or "we"] had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

ADDITIONAL COVENANTS AND REQUIREMENTS

(1) Cost Overruns. Any cost overruns associated with the Project will be the responsibility of the Governmental Agency and any additional costs to defend against contract claims will not be reimbursed through this or any future funding.

(2) Audit Requirements. For each year in which the Governmental Agency requests a disbursement from the Project Loan Subaccount, the Governmental Agency shall conduct its annual audit in accordance with the federal Single Audit Act, 31 U.S.C. 7501 et seq.

(3) Federal and State Law. The Governmental Agency will comply with the requirements of all federal and state laws applicable to the Loan and the Project.

EXHIBIT G
DWRF D&E Form of Requisition

TOWN OF PAONIA, COLORADO, ACTING BY AND THROUGH ITS _____
ENTERPRISE (the “Governmental Agency”)

Please submit to the following addresses:

Submit Online To:

https://ceos.colorado.gov/CO/CEOS/Public/Client/CO_CIMPLE/Shared/Pages/Main/Login.aspx

If there are any questions or technical issues, please submit your backup document via one of the methods below.

Email To: cdphe_grantsandloans@state.co.us (preferred backup method)

Or Mail To: Colorado Department of Public Health and Environment
Grants and Loans Unit WQCD-OA-B2
Attn: Project Manager
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Or Fax To: 303-782-0390 (Call CDPHE Project Manager to confirm delivery)

Cc: CDPHE Project Manager

Cc: E-mail requisition form (Exhibit G) to the Colorado Water Resources and Power Development Authority at requisitions@cwrpda.com

This requisition is made in accordance with Section 3.02 of the Loan Agreement executed by the Colorado Water Resources and Power Development Authority on _____, 2024. Terms defined in the Loan Agreement and not otherwise defined herein shall have the same meanings when used herein.

The Governmental Agency hereby states as follows:

1. This is Requisition No.: _____.
2. D&E Loan amount: _____.
3. Previous amount paid: _____.
4. Total invoice(s) amount: _____.
5. 80% of requested invoice amount (Line 4 x 0.8): _____.
(* Enter full amount if entity has a fully executed SRF loan for project construction.)
6. D&E Loan balance (Line 2 less line 3 and line 5): _____.
7. Max project draw before loan execution (Line 2 x 0.8): _____.
(20% of project funds must be withheld until loan execution.)
8. The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is _____.
9. The payee of the requisitioned amount is _____.
10. The manner of payment to the payee is to be wire transferred to:

Bank:
ABA No.:
Account No.:
Account Name:
Contact:

- 11. Attached hereto is the appropriate documentation demonstrating that the amount requisitioned hereunder is currently due or has been advanced by the Governmental Agency.
- 12. The amount hereby requisitioned is a proper Cost of the Project to be paid only from amounts deposited in the Project Account established for the Governmental Agency in the **Drinking Water Revolving Fund**.
- 13. On the date hereof, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder.
- 14. Estimate of total project completion percentage: _____ %
- 15. **The undersigned is an Authorized Officer of the Governmental Agency duly authorized in the Loan Agreement to submit the Requisition.**
- 16. The Governmental Agency reaffirms that all representations made by it in the Loan Agreement are true and accurate as of the date of this requisition, and that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, at all times during the entire term of said Loan Agreement.

Dated: _____.

**TOWN OF PAONIA, COLORADO,
ACTING BY AND THROUGH ITS _____ ENTERPRISE**

By: _____.

Title: _____ & Authorized Officer

Print Name: _____

You should receive all payments no later than 10 working days after receipt of requisition unless otherwise notified.

The undersigned approves the disbursement of the requisitioned amount from the Project Loan Account established in the **Drinking Water Revolving Fund** Project Account.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY

By: _____
Finance Director

Dated: _____

For Colorado Department of Public Health and Environment, Water Quality Control Division purposes only:

Payment approved by _____

Dated: _____

DRINKING WATER REVOLVING FUND

LOAN AGREEMENT

BETWEEN

**COLORADO WATER RESOURCES AND POWER
DEVELOPMENT AUTHORITY**

AND

**TOWN OF PAONIA, COLORADO, ACTING BY AND THROUGH ITS
_____ ENTERPRISE**

DATED

**DRINKING WATER REVOLVING FUND DESIGN AND ENGINEERING LOAN
AGREEMENT**

THIS LOAN AGREEMENT is made and entered into as of this ____ day of _____ 2024 by and between **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), a body corporate and political subdivision of the State of Colorado, and the **TOWN OF PAONIA, COLORADO, ACTING BY AND THROUGH ITS _____ ENTERPRISE** (the "Governmental Agency").

WITNESSETH THAT:

WHEREAS, the United States of America, pursuant to the federal Safe Drinking Water Act of 1996, assists state and local participation in the financing of the costs of drinking water system projects and said federal Drinking Water Act requires each state to establish a drinking water revolving fund to be administered by an instrumentality of the State.

WHEREAS, the Authority was created to initiate, acquire, construct, maintain, repair, and operate or cause to be operated certain water resource projects, and to finance the cost thereof;

WHEREAS, Section 37-95-107.8, Colorado Revised Statutes, has created a Drinking Water Revolving Fund to be administered by the Authority;

WHEREAS, the Governmental Agency has completed the necessary steps to finance all or a portion of the cost of certain design and engineering expenses;

WHEREAS, the Colorado Legislature has approved a Project Eligibility List that includes the water resource project proposed by the Governmental Agency to be financed hereunder;

WHEREAS, the Governmental Agency has made timely submission of a Project Needs Assessment to the Authority for financing under the Drinking Water Revolving Fund to finance a portion of the design and engineering cost of a certain water resource project, and the SRF committee has reviewed the Governmental Agency's Project Needs Assessment and recommended funding from available funds in the Drinking Water Revolving Fund in an amount not to exceed the amount of the loan commitment set forth in Exhibit B hereto to finance 80% of the design and engineering costs of the project, provided the remaining 20% of the design and engineering costs are paid by the Governmental Agency. However, these 20% matching funds shall be reimbursed if the Governmental Agency executes a loan under the Drinking Water Revolving Fund to complete the Project for which the design and engineering costs were paid;

WHEREAS, the Governmental Agency will issue its bond to the Authority to evidence said loan and its obligations hereunder to the Authority;

NOW THEREFORE, for and in consideration of the award of the loan by the Authority, the Governmental Agency agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "Colorado Water Resources and Power Development Authority Act," being Section 37-95-101 et seq. of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

"Authority" means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State of Colorado duly created and validly existing under and by virtue of the Act.

"Authorized Officer" means, in the case of the Governmental Agency, the person whose name is set forth in Paragraph (7) of Exhibit B hereto or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to act as an Authorized Officer of the Governmental Agency to perform any act or execute any document relating to the Loan, the Governmental Agency Bond, or this Loan Agreement, whose name is furnished in writing to the Authority.

"Commencement Date" means the date of commencement of the term of this Loan Agreement, as set forth in Paragraph (1) of Exhibit B attached hereto and made a part hereof.

"Cost" means those costs that are eligible to be funded and that are reasonable, necessary and allocable to the Project and are associated with the Project Needs Assessment.

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Federal Capitalization Agreement" means the instrument or agreement established or entered into by the United States of America Environmental Protection Agency with the Authority to make capitalization grant payments pursuant to the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f et seq.)

"Governmental Agency" means the entity that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"Governmental Agency Bond" means the bond executed and delivered by the Governmental Agency to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan, the form of which is attached hereto as Exhibit D and made a part hereof.

"Loan" means the loan made by the Authority to the Governmental Agency to finance or refinance a portion of the design and engineering Cost of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the principal amount of the Loan at any time shall be the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part of this Loan Agreement.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof.

"Loan Closing" means the date upon which the Loan herein shall be closed, as set forth in Section 3.06.

"Loan Term" means the term of this Loan Agreement provided in Paragraph (5) of Exhibit B attached hereto and made a part hereof.

"Principal Forgiveness" means forgiveness upon Loan Closing of the Governmental Agency's obligation to repay 100% of the principal amount of the Loan, to be effectuated as provided in paragraph (6) of Exhibit B, attached hereto and made a part hereof.

"Project" means the project of the Governmental Agency described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, all or a portion of the design and engineering Cost of which is financed or refinanced by the Authority through the making of the Loan under this Loan Agreement.

"Project Loan Account" means the Project Loan Account established within the Drinking Water Revolving Fund.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF GOVERNMENTAL AGENCY

SECTION 2.01. Representations of Governmental Agency. The Governmental Agency represents for the benefit of the Authority:

(a) Organization and Authority.

(i) The Governmental Agency is a governmental agency as defined in the Act and as described in the first paragraph of this Loan Agreement.

(ii) The Governmental Agency has full legal right and authority to execute and deliver this Loan Agreement; to execute, issue, and deliver the Governmental Agency Bond; and to carry out and consummate all transactions contemplated by this Loan Agreement and the Governmental Agency Bond. The Project is on the drinking water project eligibility list approved by the General Assembly of the State of Colorado pursuant to the Act and is a project that the Governmental Agency may undertake pursuant to Colorado law, and for which the Governmental Agency is authorized by law to borrow money.

(iii) The proceedings of the Governmental Agency's governing members and voters, if a referendum is necessary, approving this Loan Agreement and the Governmental Agency Bond, and authorizing their execution, issuance, and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake and complete the Project, or to cause the same to be undertaken and completed, have been duly and lawfully adopted and approved in accordance with the laws of Colorado, and such proceedings were duly approved and published, if necessary, in accordance with applicable Colorado law, at a meeting or meetings that were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout.

(iv) This Loan Agreement has been, and the Governmental Agency Bond when delivered at the Loan Closing will have been, duly authorized, executed, and delivered by an Authorized Officer of the Governmental Agency; and, assuming that the Authority has all the requisite power and authority to authorize, execute, and deliver, and has duly authorized, executed, and delivered, this Loan Agreement, this Loan Agreement constitutes, and the Governmental Agency Bond when delivered to the Authority will constitute, the legal, valid, and binding obligations of the Governmental Agency in accordance with their respective terms; and the information contained under "Description of the Loan" on Exhibit B attached hereto and made a part hereof is true and accurate in all material respects.

(b) Full Disclosure.

There is no fact that the Governmental Agency has not disclosed to the Authority in writing on the Governmental Agency's Project Needs Assessment or otherwise that materially adversely affects the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(c) Pending Litigation.

Except as disclosed to the Authority in writing, there are no proceedings pending, or, to the knowledge of the Governmental Agency threatened, against or affecting the Governmental Agency, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(d) Compliance with Existing Laws and Agreements.

The authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond by the Governmental Agency, the observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements thereunder, and the consummation of the transactions provided for in this Loan Agreement and in the Governmental Agency Bond; the compliance by the Governmental Agency with the provisions of this Loan Agreement and the Governmental Agency Bond; and the undertaking and completion of the Project; will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon, any property or assets of the Governmental Agency pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement, or other instrument (other than the lien and charge of this Loan Agreement and the Governmental Agency Bond) to which the Governmental Agency is a party or by which the Governmental Agency, or any of the property or assets of the Governmental Agency may be bound, and such action will not result in any violation of the provisions of the charter or other document pursuant to which the Governmental Agency was established, or of any laws, ordinances, resolutions, governmental rules, regulations, or court orders to which the Governmental Agency, or the properties or operations of the Governmental Agency are subject.

(e) No Defaults.

No event has occurred and no condition exists that, upon authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Governmental Agency is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party, or by which it, may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(f) Governmental Consent.

The Governmental Agency has obtained all approvals required to date by any governmental body or officer for the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or for the undertaking or completion of the Project and the financing or refinancing thereof; and the Governmental Agency has complied with all applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval, or authorization of, or filing, registration, or qualification with, any governmental body or officer that has not been obtained is required on the part of the Governmental Agency as a condition to the authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

The Governmental Agency:

(i) is in compliance with all laws, ordinances, governmental rules, and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition (financial or otherwise) of the Governmental Agency or the System; and

(h) Use of Proceeds.

The Governmental Agency will apply the proceeds of the Loan from the Authority as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Cost; and (ii) where applicable, to reimburse the Governmental Agency for a portion of the Cost, which portion was paid or incurred in anticipation of reimbursement by the Authority.

SECTION 2.02. Particular Covenants of the Governmental Agency.

(a) Reimbursement for Ineligible Costs.

The Governmental Agency shall promptly reimburse the Authority for any portion of the Loan that is determined not to be a Cost of the Project and that would not be eligible for funding from draws under the Drinking Water Revolving Fund. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority.

(b) No Lobbying.

No portion of the Loan shall be used for lobbying or propaganda as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

(c) Records; Accounts.

During the Loan Term, the Governmental Agency shall keep accurate records and accounts, separate and distinct from its other records and accounts (the "General Records"). Such Records shall be maintained in accordance with generally accepted accounting principles, and Records and General Records shall be made available for inspection by the Authority at any reasonable time.

(d) Notice of Material Adverse Change.

During the Loan Term, (i) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its System, or its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement; (ii) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(e) Hiring Requirements.

The Governmental Agency agrees to comply with all applicable state laws regarding hiring requirements.

(f) Continuing Representations.

The representations of the Governmental Agency contained herein shall be true at the time of the execution of this Loan Agreement and the Governmental Agency covenants not to take any action that would cause them not to be true at all times during the Loan Term.

(g) Capacity Development.

The Governmental Agency covenants to maintain its technical, financial, and managerial capability to ensure compliance with the requirements of the Safe Drinking Water Act of 1996 under Section 1452(a)(3)(A)(i).

(h) Additional Covenants and Requirements.

Additional covenants and requirements are included on Exhibit F attached hereto and made a part hereof. The Governmental Agency agrees to observe and comply with each such additional covenant and requirement included on Exhibit F.

ARTICLE III

**LOAN TO GOVERNMENTAL AGENCY; AMOUNTS PAYABLE;
GENERAL AGREEMENTS**

SECTION 3.01. The Loan. The Authority hereby agrees to loan and disburse to the Governmental Agency in accordance with Section 3.02 hereof, and the Governmental Agency agrees to borrow and accept from the Authority, the Loan in the principal amount equal to the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part hereof as such Loan Commitment may be revised to reflect a reduction in the Cost of the Project prior to the Project Completion; provided, however, that the Authority shall be under no obligation to make the Loan if (i) the Governmental Agency does not deliver its Governmental Agency Bond to the Authority on the Loan Closing, or (ii) an Event of Default has occurred and is continuing under this Loan Agreement. The Governmental Agency shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof.

SECTION 3.02. Disbursement of the Loan. The Authority has created in the Drinking Water Revolving Fund a Project Loan Account from which 80% of the design and engineering Costs of the Project shall be paid. Amounts shall be transferred into the Project Loan Account and disbursed to the Governmental Agency upon receipt of a “Request for Reimbursement”, as described below, executed by an Authorized Officer, and approved by the Authority and the State Department of Public Health and Environment; provided that the Disbursement of the Loan may be withheld if the Governmental Agency is not complying with any of the covenants and conditions in the Loan Agreement. To receive reimbursement under this agreement, the Governmental Agency shall submit a signed “Request for Reimbursement” and all applicable invoices and receipts for payments made by the Governmental Agency. The acceptable form for a “Request for Reimbursement” is included hereto as **Exhibit G**. Upon receipt of the “Request for Reimbursement” and the required invoices and receipts, the Authority will reimburse the Governmental Agency an amount equal to 80% of the total invoices provided with the “Request for Reimbursement”; the remaining 20% paid by the Governmental Agency and not reimbursed by the Authority shall be the Governmental Agency’s matching funds. The 20% matching funds shall be reimbursed if the Governmental Agency executes a loan under the Drinking Water Revolving Fund to complete the Project for which the design and engineering costs were paid.

SECTION 3.03. Governmental Agency Bond. The Governmental Agency shall execute and issue the Governmental Agency Bond to the Authority to evidence the Loan and its obligations to the Authority pursuant to the Loan.

SECTION 3.04. Loan Repayment – Principal Forgiveness. This Loan is issued as a 100% Principal Forgiveness Loan pursuant to the current Capitalization Grant, and the principal amount of the Loan shall be forgiven, as set forth in Paragraph (6) of Exhibit B attached hereto and made a part hereof.

SECTION 3.05. Disclaimer of Warranties and Indemnification. The Governmental Agency acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability, or fitness for particular purpose, or fitness for any use, of the Project or any portions thereof, or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its agents be liable or responsible for any direct, incidental, indirect, special, or consequential damages in connection with or arising out of this Loan Agreement, or the Project, or the existence, furnishing, functioning, or use of the Project, or any item or products or services provided for in this Loan Agreement; and (iii) to the extent authorized by law, the Governmental Agency shall indemnify, save, and hold harmless the Authority against any and all claims, damages, liability, and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by the Governmental Agency, or its employees, agents, or subcontractors pursuant to the terms of this Loan Agreement, provided, however, that the provisions of this clause (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq. C.R.S.), or under the laws of the United States or the State of Colorado.

SECTION 3.06. Loan Closing. The Loan shall be closed and become effective as follows:

- (a) The Governmental Agency will deliver each of the following items to the Authority:
 - (i) executed counterparts of this Loan Agreement;
 - (ii) the executed Governmental Agency Bond in the form attached hereto as Exhibit D.
 - (iii) copies of the resolutions or ordinances of the governing body of the Governmental Agency authorizing the execution and delivery of this Loan Agreement and the Governmental Agency Bond, certified by an Authorized Officer of the Governmental Agency;
 - (iv) an opinion of the Governmental Agency's counsel substantially in the form set forth in Exhibit E-1 hereto (such opinion or portions of such opinion may be given by one or more counsel); provided, however, that the Authority may in its discretion permit variances in such opinion from the form or substance of such Exhibit E-1 if such variances are not to the material detriment of the interests of the Authority; and
 - (v) such other certificates, documents, opinions and information as the Authority may require.

(b) Upon receipt of the foregoing documents, the Authority shall obligate the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B, and make the amount of the Loan available for the Project in accordance with the terms of this Loan Agreement.

ARTICLE IV

ASSIGNMENT

SECTION 4.01. Assignment by Governmental Agency. Neither this Loan Agreement nor the Governmental Agency Bond may be assigned or delegated by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (i) the Authority shall have approved said assignment in writing; (ii) the assignee shall be a governmental agency as defined by the Act, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements, and obligations under the Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations, or agreements of the Governmental Agency under the Loan Agreement; and (iv) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the Safe Drinking Water Act.

No assignment or delegation shall relieve the Governmental Agency from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Event of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Governmental Agency to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement and the Governmental Agency Bond, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency; provided, however, that if the failure stated in such notice is correctable, but cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the Event of Default is corrected;

(b) any representation made by or on behalf of the Governmental Agency contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(c) (i) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law, or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Governmental Agency such petition shall be dismissed within thirty (30) days after such filing, and such dismissal shall be final and not subject to appeal; or (ii) the Governmental Agency shall become insolvent, or bankrupt or make an assignment for the benefit of its creditors; or (iii) a custodian (including, without limitation, a receiver, liquidator, or trustee of the Governmental Agency or any of its property) shall be appointed by court order, or take possession of the Governmental Agency, or its property or assets, if such order remains in effect, or such possession continues, for more than thirty (30) days.

SECTION 5.02. Notice of Default. The Governmental Agency shall give the Authority prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01 at such time as any senior administrative or financial officer of the Governmental Agency becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 5.02 shall be confirmed by the Governmental Agency in writing as soon as practicable.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Authority shall have the right to withhold disbursement of Loan funds remaining, and take such other action at law or in equity as may appear necessary to enforce the performance and observance of any duty, covenant, obligation, or agreement of the Governmental Agency hereunder, including, without limitation, appointment ex parte of a receiver of the System.

SECTION 5.04. Attorney’s Fees and Other Expenses. In the Event of Default, the Governmental Agency shall on demand pay to the Authority the reasonable fees and expenses of attorneys, and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by the Authority in the enforcement of the performance or observation of the duties, covenants, obligations, or agreements of the Governmental Agency.

SECTION 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Event of Default shall impair any such right, remedy, or power, or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.06. Default by the Authority. In the event of any default by the Authority under any covenant, agreement, or obligation of this Loan Agreement, the Governmental Agency's remedy for such default shall be limited to injunction, special action, action for specific performance, or any other available equitable remedy, designed to enforce the performance or observance of any duty, covenant, obligation, or agreement of the Authority hereunder, as may be necessary or appropriate. The Authority shall on demand pay to the Governmental Agency the reasonable fees and expenses of attorneys, and other reasonable expenses, in the enforcement of such performance or observation.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, to the Governmental Agency at the address specified on Exhibit B attached hereto and made a part hereof, and to the Authority, at the following address:

Colorado Water Resources and Power
Development Authority
1580 N. Logan Street, Suite 820
Denver, Colorado 80203-1939
Attention: Executive Director

Such address may be changed by notice in writing.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of, and shall be binding upon, the Authority and the Governmental Agency, and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect, any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified without the prior written consent of the Authority and the Governmental Agency.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including the Act. Venue for any action seeking to interpret or enforce the provisions of this Loan Agreement shall be in the Denver District Court.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law, or by rules, regulations or resolutions of the Authority.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit, or describe, the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Further Assurances. The Governmental Agency shall, at the request of the Authority, authorize, execute, acknowledge, and deliver, such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments, as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming, the rights and agreements, granted or intended to be granted, by this Loan Agreement and the Governmental Agency Bond.

SECTION 6.10. Recitals. This Loan Agreement is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Loan Agreement is authorized by the Governmental Agency pursuant to Title 37, Article 45.1 C.R.S., Title 32, Article 1, C.R.S. and Title 11, Article 57, Part 2, C.R.S and shall so recite in the Governmental Agency Bond. Such recitals shall conclusively impart full compliance with all provisions and limitations of such laws and shall be conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond, and the Governmental Agency Bond delivered by the Governmental Agency to the Authority containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
Executive Director

ATTEST:

By: _____
Assistant Secretary

**TOWN OF PAONIA, COLORADO, ACTING
BY AND THROUGH ITS _____ ENTERPRISE**

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
Executive Director

ATTEST:

By: _____
Assistant Secretary

**TOWN OF PAONIA, COLORADO, ACTING
BY AND THROUGH ITS _____ ENTERPRISE**

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

EXHIBIT A

DESCRIPTION OF THE PROJECT

(1) Description of the Project

The project consists of a phased construction necessary to update, repair, and/or replace infrastructure in the potable water system. The first phase of the project will consist of relining their finished water tank, replacement of 9,400 feet of distribution piping, and rehabilitation of spring structures.

EXHIBIT B

DESCRIPTION OF THE LOAN

- (1) Commencement Date:

- (2) Name and Address of Governmental Agency:

Town of Paonia, Colorado, Acting By and Through Its _____ Enterprise
P.O. Box 460
Paonia, CO 81428

- (3) Estimated Design and Engineering Cost of the Project: \$584,500.00

- (4) Maximum Principal Amount of Loan Commitment: \$300,000.00

- (5) Loan Term: The Loan Term shall be from the date of Loan Execution until the date when the Water Quality Control Division of the Colorado Department of Health and Environment issues certification that all required documents have been submitted and the Governmental Agency has met all Project and Loan requirements but shall not exceed 18 months from the Execution Date.

- (6) Principal Forgiveness: At Loan Closing, the Authority shall forgive 100% of the principal amount of the Loan.

- (7) Authorized Officers: (please list at least two people who will be authorized to take action on this loan, including requisitioning funds)

- (8) Estimated Project Completion Date:

- (9) Execution Date:

EXHIBIT C

LOAN REPAYMENT SCHEDULE – NOT APPLICABLE

EXHIBIT D

GOVERNMENTAL AGENCY BOND

FOR VALUE RECEIVED, the undersigned **TOWN OF PAONIA, COLORADO, ACTING BY AND THROUGH ITS _____ ENTERPRISE** (the “Governmental Agency”), hereby evidences the issuance of a loan from the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority") in the principal amount of Three Hundred Thousand and 00/100 Dollars (\$300,000.00), or such lesser amount as shall be loaned to the Governmental Agency pursuant to the Loan Agreement dated as of ____, 2024, by and between the Authority and the Governmental Agency (the "Loan Agreement"), and the obligations of the Governmental Agency under and pursuant to the Loan Agreement.

This Governmental Agency Bond is issued pursuant to the Loan Agreement and is subject to Principal Forgiveness as set forth in the Loan Agreement and issued in consideration of the loan made thereunder (the "Loan"). All of the definitions, terms, conditions, and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Governmental Agency Bond.

Pursuant to the Loan Agreement, disbursements to the Governmental Agency shall be made in accordance with written instructions upon the receipt by the Authority of requisitions from the Governmental Agency executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Governmental Agency Bond is entitled to the benefits, and is subject to the conditions, of the Loan Agreement.

This Governmental Agency Bond does not constitute a debt or an indebtedness of the Governmental Agency within the meaning of any constitutional or statutory limitation or provision, and shall not be considered or held to be a general obligation of the Governmental Agency.

If an “Event of Default” as defined in Section 5.01 of the Loan Agreement occurs, the remedies on default set forth in Section 5.03 of the Loan Agreement shall be available to enforce the obligations of the Governmental Agency that are evidenced by this Governmental Agency Bond.

This Governmental Agency Bond is issued under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including without limitation, Article X, Section 20 of the Constitution, Title 31, Article 35, Part 4, C.R.S.; Title 37, Article 45.1; certain provisions of Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Public Securities Act”), and pursuant to the Loan Agreement. Pursuant to §11-57-210, of the Supplemental Public Securities Act, this recital is conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond after its delivery for value. Pursuant to §31-35-413, C.R.S., this recital conclusively imparts full compliance with all the provisions of said statutes, and this Governmental Agency Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this ___ day of _____ 2024.

(SEAL)

**TOWN OF PAONIA, COLORADO,
ACTING BY AND THROUGH ITS
_____ ENTERPRISE**

ATTEST:

By: _____
Mayor

By: _____
Town Clerk

EXHIBIT E-1

OPINION OF GOVERNMENTAL AGENCY COUNSEL

[LETTERHEAD OF COUNSEL TO GOVERNMENTAL AGENCY]

[DATED : Closing Date]

Colorado Water Resources and
Power Development Authority

Ladies and Gentlemen:

[insert "I am an attorney" or "We are attorneys"] admitted to practice in the State of Colorado and [insert "I" or "we"] have acted as counsel to **TOWN OF _____, COLORADO, ACTING BY AND THROUGH ITS _____ ENTERPRISE** (the "Governmental Agency"), of the State of Colorado, which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution and delivery by the Governmental Agency of its Loan Agreement and Governmental Agency Bond (as hereinafter defined).

In so acting [insert "I" or "we"] have examined the Constitution and laws of the State of Colorado and the [charter/by-laws/proceedings relating to organization] of the Governmental Agency. [insert "I" or "We"] have also examined originals, or copies certified or otherwise identified to [insert "my" or "our"] satisfaction, of the following:

- (a) the Loan Agreement, dated as of _____ (the "Loan Agreement") by and between the Authority and the Governmental Agency;
- (b) the proceedings of the governing body of the Governmental Agency relating to the approval of the Loan Agreement and the execution, issuance and delivery thereof on behalf of the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);
- (c) the Governmental Agency Bond, dated as of _____ (the "Governmental Agency Bond") issued by the Governmental Agency to the Authority to evidence the Loan (as defined in the Loan Agreement);
- (d) the proceedings of the governing body of the Governmental Agency relating to the issuance of the Governmental Agency Bond and the execution, issuance and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents");

(e) all outstanding instruments relating to the bonds, notes or other indebtedness of or relating to the Governmental Agency.

[insert "I" or "We"] have also examined and relied upon originals, or copies certified or otherwise authenticated to [insert "my" or "our"] satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in [insert "my" or "our"] judgment [insert "I" or "we"] have deemed necessary or appropriate to enable [insert "me" or "us"] to render the opinions expressed below.

Based upon the foregoing, [insert "I am" or "we are"] of the opinion that:

(1) The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation and is a (_____) of the State of Colorado with the full legal right and authority to execute the Loan Documents.

(2) The Governmental Agency has the full legal right and authority to carry on the business of the System (as defined in the Loan Agreement) as currently being conducted and as proposed to be conducted, and to undertake and complete the Project.

(3) The proceedings of the Governmental Agency's governing body authorizing the Governmental Agency to undertake and complete the Project were duly and lawfully adopted and approved in accordance with [applicable resolution] applicable Colorado law at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(4) The proceedings of the Governmental Agency's governing body approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the Governmental Agency have been duly and lawfully adopted and approved in accordance with [the applicable resolution] applicable Colorado law, at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(5) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, the authorization, execution and delivery of the Loan Documents by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Governmental Agency or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust, ordinance, order, or other agreement to which the Governmental Agency is a party or by which it, the System, or its property or assets is bound.

(6) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery and performance of the Loan Documents and the undertaking and completion of the Project, other than licenses and permits relating to the construction and acquisition of the Project which [insert "I" or "we"] expect the Governmental Agency to receive in the ordinary course of business, have been obtained or made.

(7) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) questioning the creation, organization or existence of the Governmental Agency or of the validity, legality or enforceability of the Loan Documents or the undertaking or completion of the Project, except as disclosed in writing to the Authority, which if adversely determined, could (i) materially adversely affect (a) the financial position of the Governmental Agency, (b) the ability of the Governmental Agency to perform its obligations under the Loan Documents, (c) the security for the Loan Documents, or (d) the transactions contemplated by the Loan Documents or (ii) impair the ability of the Governmental Agency to maintain and operate the System.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. [insert "I" or "We"] express no opinion as to any matter not set forth in the numbered paragraphs herein.

[insert "I" or "We"] hereby authorize Carlson, Hammond, & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion as if [insert "I" or "we"] had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

ADDITIONAL COVENANTS AND REQUIREMENTS

(1) Cost Overruns. Any cost overruns associated with the Project will be the responsibility of the Governmental Agency and any additional costs to defend against contract claims will not be reimbursed through this or any future funding.

(2) Audit Requirements. For each year in which the Governmental Agency requests a disbursement from the Project Loan Subaccount, the Governmental Agency shall conduct its annual audit in accordance with the federal Single Audit Act, 31 U.S.C. 7501 et seq.

(3) Federal and State Law. The Governmental Agency will comply with the requirements of all federal and state laws applicable to the Loan and the Project.

EXHIBIT G
DWRF D&E Form of Requisition

TOWN OF PAONIA, COLORADO, ACTING BY AND THROUGH ITS _____
ENTERPRISE (the “Governmental Agency”)

Please submit to the following addresses:

Submit Online To:

https://ceos.colorado.gov/CO/CEOS/Public/Client/CO_CIMPLE/Shared/Pages/Main/Login.aspx

If there are any questions or technical issues, please submit your backup document via one of the methods below.

Email To: cdphe_grantsandloans@state.co.us (preferred backup method)

Or Mail To: Colorado Department of Public Health and Environment
 Grants and Loans Unit WQCD-OA-B2
 Attn: Project Manager
 4300 Cherry Creek Drive South
 Denver, Colorado 80246-1530

Or Fax To: 303-782-0390 (Call CDPHE Project Manager to confirm delivery)

Cc: CDPHE Project Manager

Cc: E-mail requisition form (Exhibit G) to the Colorado Water Resources and Power
 Development Authority at requisitions@cwrpda.com

This requisition is made in accordance with Section 3.02 of the Loan Agreement executed by the Colorado Water Resources and Power Development Authority on _____, 2024. Terms defined in the Loan Agreement and not otherwise defined herein shall have the same meanings when used herein.

The Governmental Agency hereby states as follows:

1. This is Requisition No.: _____.
2. D&E Loan amount: _____.
3. Previous amount paid: _____.
4. Total invoice(s) amount: _____.
5. 80% of requested invoice amount (Line 4 x 0.8): _____.
(* Enter full amount if entity has a fully executed SRF loan for project construction.)
6. D&E Loan balance (Line 2 less line 3 and line 5): _____.
7. Max project draw before loan execution (Line 2 x 0.8): _____.
(20% of project funds must be withheld until loan execution.)
8. The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is _____.
9. The payee of the requisitioned amount is _____.
10. The manner of payment to the payee is to be wire transferred to:

Bank:
ABA No.:
Account No.:
Account Name:
Contact:

- 11. Attached hereto is the appropriate documentation demonstrating that the amount requisitioned hereunder is currently due or has been advanced by the Governmental Agency.
- 12. The amount hereby requisitioned is a proper Cost of the Project to be paid only from amounts deposited in the Project Account established for the Governmental Agency in the **Drinking Water Revolving Fund**.
- 13. On the date hereof, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder.
- 14. Estimate of total project completion percentage: _____ %
- 15. **The undersigned is an Authorized Officer of the Governmental Agency duly authorized in the Loan Agreement to submit the Requisition.**
- 16. The Governmental Agency reaffirms that all representations made by it in the Loan Agreement are true and accurate as of the date of this requisition, and that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, at all times during the entire term of said Loan Agreement.

Dated: _____.

**TOWN OF PAONIA, COLORADO,
ACTING BY AND THROUGH ITS _____ ENTERPRISE**

By: _____.

Title: _____ & Authorized Officer

Print Name: _____

You should receive all payments no later than 10 working days after receipt of requisition unless otherwise notified.

The undersigned approves the disbursement of the requisitioned amount from the Project Loan Account established in the **Drinking Water Revolving Fund** Project Account.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY

By: _____
Finance Director

Dated: _____

For Colorado Department of Public Health and Environment, Water Quality Control Division purposes only:

Payment approved by _____

Dated: _____

**DRINKING WATER REVOLVING FUND 2024
TOWN OF PAONIA
FINANCE TEAM DIRECTORY**

ISSUER

Giorgi Gazashvili, Financial Analyst I
*Colorado Water Resources and Power
Development Authority*
The Amp Building
1580 N. Logan Street, Suite 820
Denver, CO 80203-1942
Phone: 303-830-1550, Ext. 1015
FAX: 303-832-8205
Email: ggazashvili@cwrpda.com

ISSUER'S COUNSEL

Karl Ohlsen, Esq.
Carlson, Hammond & Paddock
1900 Grant Street, Suite 1200
Denver, CO 80203
Phone: 303-861-9000
FAX: 303-861-9026
Email: kohlse@chp-law.com

TRUSTEE

Jennifer Petruno
US Bank N.A. Denver Tower
Corporate Trust Services
950 17th Street
Denver, CO 80202 (DN-CO-T12C)
Phone: 303-585-4597
FAX: 303-585-6865
E-mail: jennifer.petruno@usbank.com

WQCD PROJECT MANAGER

Siobhan Yoest
Colorado Dept of Health - WQCD
4300 Cherry Creek Drive South
WQCD-OA-B2
Denver, CO 80246-1530
Phone: 303-692-3602
FAX: 303-758-1398
Email: siobhan.yoest@state.co.us

BORROWER

Stefen Wynn
Town of Paonia
P.O. Box 460
Paonia, CO 81428
Phone: 970-527-4101
Email: stefenw@townofpaonia.com

GENERAL COUNSEL

NAME
FIRM
ADDRESS
Phone:
Email:

BOND COUNSEL

N/A until construction loan

CONSULTING ENGINEER

Doug Schwenke
ReSpec Inc.
5540 Tech Center Dr. Ste. 100
Colorado Springs, CO 80919
Phone: 719-227-0072
Email: douglas.schwenke@respec.com

Public Safety Committee Report on Grand Avenue Parking

Based upon a citizen complaint and as directed by the Board of Trustees, the Public Safety Committee has met and conducted interviews with Grand Avenue business as well as car counts for the 100 and 200 blocks between June 6 and June 24, 2024.

Car counts were conducted at 6:00-7:00 am, 10:00 am, noon, 2:00 pm, and midnight-2:00 am for one week. The results are attached to this report and summarized here: The 100 block of Grand had an average of 61% open parking spaces during business hours and the 200 block had an average of 53% open parking spaces during business hours.

A summary of the interviews is presented below:

Out of all businesses on the 100 and 200 blocks of Grand Avenue, there were 3 that considered parking to be a current problem. It was noted by 5 businesses that there was potential for parking to become a problem in the future. Additionally, there were 3 businesses that prefer less or no parking at all on Grand.

4 businesses specifically stated that would not like to see any restrictions on parking and 3 additional businesses stated that the only parking restriction they would be in favor of is no overnight parking.

Of those businesses that considered parking to be a current problem, 1 listed employee & residence parking on Grand to be the main source of the problem and 1 mentioned visitors to nearby residences as the issue.

When asked about recommendations to alleviate current or future parking issues on Grand, interview participants responded as follows:

- Improve Town lot behind Town Hall: repave, restripe, signage
- No overnight parking
- Encourage employees to park off Grand
- Diagonal parking on Main Avenue
- New parking lot
- Lease lot behind Don's that is owned by bank
- Improve EV lot: pave, stripe, signage
- Install better EV charging station to encourage people to park and walk
- Charge for parking in Town lot
- New parking lot by permit for employees
- Designated parking for each business
- Incentivize walking and biking
- Pathways from additional parking to Grand that are accessible to pedestrians
- Create a parking fund, to be funded by businesses that don't have off-street parking toward a new parking lot, fees to be determined by occupancy
- Town lot west of Berg harvest with shuttle to Grand during busiest business hours
- Repaint blue curbs and restripe center line and parking on Grand

In summary it would appear that restrictions on parking, other than possible no overnight parking, are not desired by a majority and are not warranted at this time. It would be prudent for the Town to identify areas for potential future development of parking lot(s).

Grand Avenue Car Counts Conducted By Town of Paonia Police Department

100 Block Grand Avenue - Open Parking Spaces Out Of 43 Total Spaces

<u>Date Day</u>	<u>6:00-7:00 am</u>	<u>10:00 AM</u>	<u>Noon</u>	<u>2:00 PM</u>	<u>Midnight-2:00 am</u>	<u>Average Open 10:00am-2:00pm</u>	<u>Percent Open 10:00am-2:00pm</u>
6/9/2024 Sun	39	-	-	-	37	-	-
6/10/2024 Mon	40	34	31	-	41	33	76%
6/11/2024 Tues	41	35	23	34	40	31	71%
6/12/2024 Wed	38	-	15	25	39	20	47%
6/13/2024 Thurs	40	17	20	25	40	21	48%
6/14/2024 Fri	-	-	-	-	-	-	-
6/15/2024 Sat	37	23	-	-	33	-	-
6/16/2024 Sun	36	29	-	32	40	31	71%
<u>Average Open</u>	39	28	22	29	39	26	61%
<u>Percent Open</u>	90%	64%	52%	67%	90%		

200 Block Grand Avenue - Open Parking Spaces Out Of 67 Total Spaces

<u>Date Day</u>	<u>6:00-7:00 am</u>	<u>10:00 AM</u>	<u>Noon</u>	<u>2:00 PM</u>	<u>Midnight-2:00 am</u>	<u>Average Open 10:00am-2:00pm</u>	<u>Percent Open 10:00am-2:00pm</u>
6/9/2024 Sun	61	-	-	-	56	-	-
6/10/2024 Mon	56	49	41	-	63	45	67%
6/11/2024 Tues	64	40	28	26	58	31	47%
6/12/2024 Wed	59	-	31	39	62	35	52%
6/13/2024 Thurs	58	17	28	23	58	23	34%
6/14/2024 Fri	-	-	-	-	-	-	-
6/15/2024 Sat	62	47	-	-	57	-	-
6/16/2024 Sun	62	55	-	40	64	48	71%
<u>Average Open</u>	60.3	41.6	32.0	32.0	59.7	35	53%
<u>Percent Open</u>	90%	62%	48%	48%	89%		