



PACKET MODIFICATIONS

August 9th, 2023



Addition of updated Town Administrators report used at meeting
Addition of Financial Statements provided at meeting
Addition of Audit Extension Request



August 2023

**Town
Administrator's
Report**

**Dorris Avenue
Sewer Line
Replacement**

**Parks, Parking,
Speed Limits, and
Crosswalks**

Grant Roadmap

Dorris Avenue Sewer Line Replacement

On Schedule for Construction to Begin August 9th

The City's contractor, K&D Construction is scheduled to meet for a pre-construction meeting on August 8th with Town Officials.

Thanks to a generous Tier I Energy and Mineral Impact Assistance grant from the Colorado Department of Local Affairs, the Town can fund critical infrastructure needs along Dorris Avenue. The project includes replacement of approximately 565' of gravity sanitary sewer line with new 8" PVC pipe and (2) 5' diameter manholes.

The need for expediting this project was discovered while scoping sewer lines through town in preparation of creating an inventory of the underground utility assets. It was discovered that the vitreous clay pipe underneath Dorris Avenue was crumbling at a depth of 16' deep. This precipitated the need to seek \$137,756.00 of grant funding from DOLA.

Originally the project was expected to cost \$275,512.00, but after a competitive Request for Proposals process, the winning bid was from K&D Construction, \$299,399.50. An additional \$23,887.50 is expected to be budgeted to complete the project.

K&D Construction was given a Notice of Award on July 17th, 2023, and they have submitted the documentation that they needed to get to the Town prior to issuance of a Notice to Proceed. The City's contractor, K&D Construction is scheduled to meet for a pre-construction meeting on August 8th with Town Officials.

Once all documentation is received and signed by both parties, a Notice to Proceed will be issued. This is especially important since it determines the deadlines established in the contract.

The project is expected to take nearly (45) days to complete from the date of the Notice to Proceed, with substantial completion being required (30) days after the Notice to Proceed is issued. As construction commences, this report will be updated to reflect critical milestones, or any changes that may be necessary to complete the project.

Public Works Director, Cory Heiniger, is the Town's Field Superintendent for the project. The Town Administrator, Stefen Wynn, is the Town's Project manager.



Parks, Parking, Speed Limits and Crosswalks

Safe, multi-modal paths for accessing downtown and recreation areas

Staff are working on solutions to accessibility issues throughout Town

During the July 11th, 2023, meeting, the Town Administrator was appointed as the ADA Coordinator for the Town. Discussion during the meeting centered around installing a mid-block crosswalk on Grand Avenue within the heart of the business district. Since the first meeting in July, other related items have been reported, and staff are working on solutions to accessibility issues throughout Town. When staff have evaluated all items, a complete recommendation will be given for the Board’s consideration.

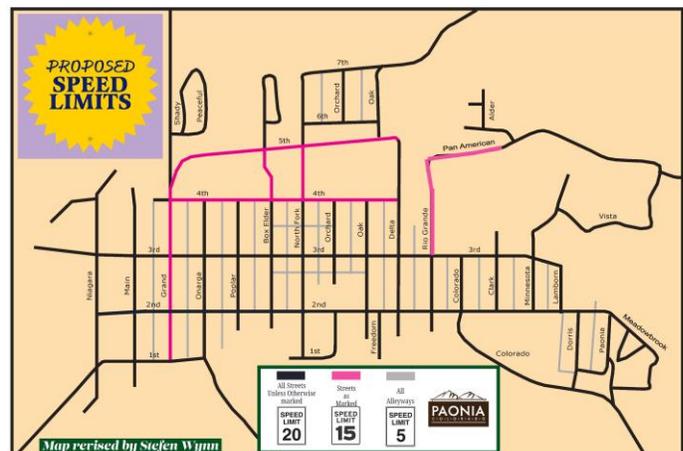
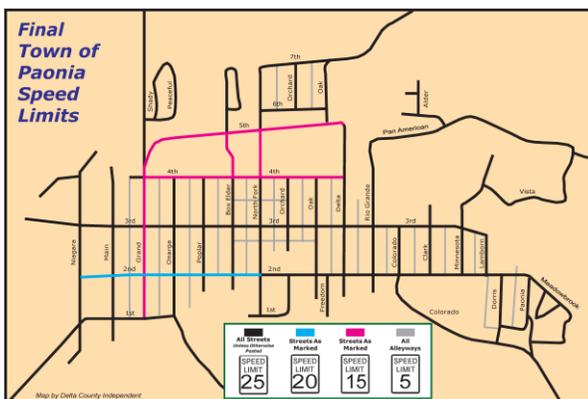
The Grand Avenue mid-block crosswalk is just one crosswalk being considered. Another consideration is being given to the crossing from River Park to the Trailhead for the School Loop Trail. This crossing may be a good location for a Rectangular Rapid Flashing Beacon (RRFB) to alert drivers coming over the bridge (or coming to the bridge) of pedestrians walking across the street.

Speed Limits, pedestrian safety and parking were discussed during the August 1st Department Head meeting. Chief Laiminger and PW Director Heiniger gave a presentation on items that they’ve discussed to the safety of everyone using Paonia’s streets. Staff are considering what it would take to reduce the speed limits around parks and schools to 15MPH, and 20MPH in all other areas.

Rio Grande from 3rd to Pan American and Pan American to Alder Drive are proposed to be reduced to 15 MPH due to the entrance at Apple Valley Park. As part of the proposal, staff are developing a plan to reduce the base speed limit in town to 20MPH. Provided below is a map showing existing speed limits in Town and a map with speed limits being worked on in a proposal that will be presented to the Board at a later meeting.

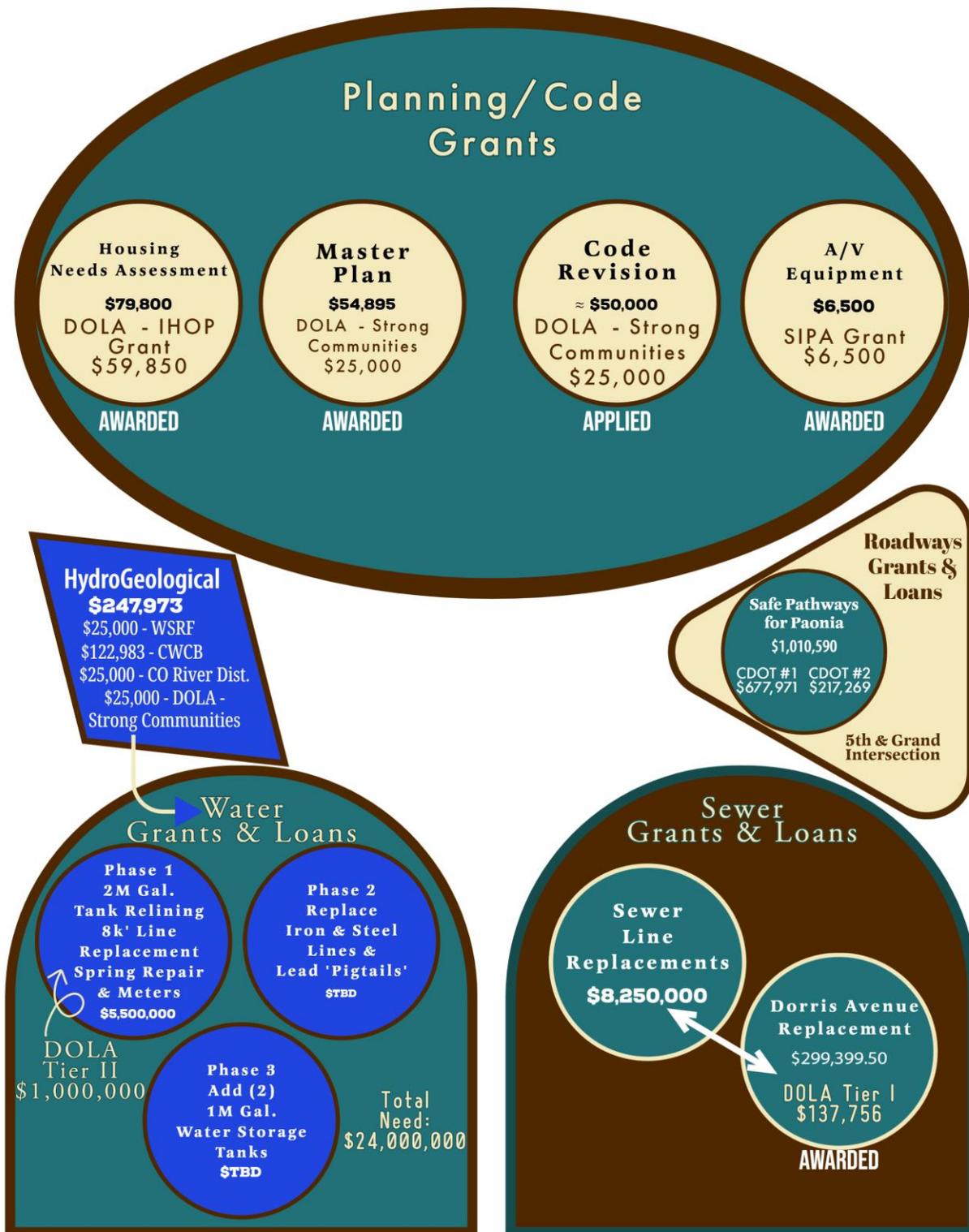
The entrance to the Jumbo Mountain Trailhead has created issues with parking. HOA’s near Pan American have asked that parking be provided for people using the trails at Apple Valley Park. They’ve asked that the top of the hill be used only for loading/unloading and ADA parking spaces. Before a plan can be implemented that utilizes the park, staff need to make sure that this option can be done both safely and legally.

Yield signs throughout Town present problems for pedestrians and cyclists. Most of the North/South local cross streets have yield signs at intersections with main collector roads. Town Staff are working on a plan to make most local road intersections regulated with stop signs.



Grant Roadmap with Projects

Multiple grants are in various stages for critical infrastructure improvements throughout Town.





Budget Planning for FY-2024

State Local Government Budget Calendar and Budgetary Process for FY-2024.

Budget season is upon us, and FY-2022's audit is due to the Office of the State Auditor. The Town is working with Professional Management Solutions to make sure that the General Ledger was properly closed at the end of FY-2022 for the auditors.

On the August 8th Board of Trustees Agenda is an Audit Extension Request form. This will allow the Town to continue working with Professional Management Solutions and the auditors to get an accurate financial audit to the state by September 30, 2023.

The goal for this year's budget process is collaboration with Department Heads so that a better understanding of their departmental needs will be considered in the FY-2024 Budget. Over the past couple of years, multiple grant applications have been awarded and many of them have local match requirements. A Capital Improvement Plan will be updated to reflect the local match already encumbered by the projects, and any additional funds that may be necessary to complete improvements outside of grant-funded projects in FY-2024.

Revenue Forecasting and Protection of Revenue Streams – *The most important aspect of preparing a budget is making sure that anticipated revenue is accurately forecasted. Accurate revenue forecasts depend on good policy and enforcement. To protect revenues, items like properly functioning water meters, code enforcement actions on building and improvements, must be implemented. The number one source of revenue in the General Fund is from Property Taxes. Ensuring that Residents are getting building permits for improvements to their properties is critical in making sure that an accurate assessment is completed.*

Budget Process with Department Heads – *During the August 29th Department Head Meeting, Department Heads will be given budget worksheets to begin putting in for their requests in the upcoming FY-2024 Budget. During the meeting Department Heads will be given instructions on the worksheets and presented with a template for the FY-2024 Budget. Through September, the Town Administrator will include insurance renewal premiums and personnel costs in a draft of the Budget.*

Budget Process with Finance Committee and Board of Trustees – *Throughout the month of September, Town Staff will begin putting together a budget for the Finance Committee to consider. A draft of the Budget and Capital Improvement Plan will be presented to the Finance Committee on October 2, 2023. The Board of Trustees will be presented with a draft of the Budget during the October 10, 2023, Board Meeting (publication for, "Notice of Budget" must be completed).*

[Local Government Budget Calendar from DOLA Found on Next page](#)



COLORADO
Department of Local Affairs
 Division of Local Government

LOCAL GOVERNMENT BUDGET CALENDAR

The budget calendar is a general listing of the deadlines for the budget, for an audit and for the property tax certification process. Some deadlines are not statutory, but reflect good budgeting practices. For details on the applicable statutes listed below, please refer to the most current Colorado Revised Statutes (“C.R.S.”)

DATE	EVENT / ACTIVITY
1-Jan	Start of Fiscal Year; begin planning for the budget of the next year.
10-Jan	Deadline for assessor to deliver tax warrant to county treasurer (C.R.S 39-5-129.)
31-Jan	A certified copy of the adopted budget must be filed with the Division. (C.R.S 29-1-113(1)). - If a budget is not filed, the county treasurer may be authorized to withhold the local government’s tax revenues. -
10-Feb	The Division sends notification to local governments whose budgets have not been filed with the Division.
1-Mar	The U.S. Bureau of Labor Statistics releases the Consumer Price Index (the “CPI”) for the Denver/Boulder area. This annual percent change is used with “local growth” to calculate “fiscal year spending” and property tax revenue limitations of TABOR. (Article X, Sec. 20, Colo. Const.)
15-Mar	The Division will authorize the county treasurer to withhold tax revenues until a certified copy of the budget is filed with the Division.
31-Mar	Deadline to request exemption from audit. (C.R.S 29-1-604(3)) Contact the Local Government Audit Division, Office of the State Auditor, (303) 869-2800. The Division notifies local governments of its determination that the entity has exceeded the statutory property tax revenue limit (the “5.5%” limit).
30-Jun	Deadline for auditor to submit audit report to local government governing body. (C.R.S 29-1-606(a)(1))
31-Jul	Deadline for submitting annual audit report to the Office of the State Auditor. (C.R.S 29-1-606(3)) Deadline for request for extension of audit. (C.R.S 29-1-606(4)) - If an audit is required but has not been filed, the county treasurer may be authorized to withhold the local government’s tax revenue -
25-Aug	Assessors certify to all taxing entities and to the Division of Local Government the total new assessed and actual values (for real and personal property) used to compute the statutory and TABOR property tax revenue limits. (C.R.S 39-5-121 (2)(b) and 39-5-128,.) If applicable, upon receipt of the Certification of Valuation, submit to the Division certifications of service impact from increased mining production and/or from increased valuation due to previously exempt federal property which has become taxable. Certifications of impact are required if the value is to be excluded from the tax revenue limit. If applicable, apply to the Division for authorization to exclude from the limit the assessed valuation attributed to new primary oil or gas production from any producing land or leaseholds.
15-Oct	Budget officer must submit proposed budget to the governing body. (C.R.S. 29-1-105) Governing body must publish “Notice of Budget” upon receiving proposed budget. (C.R.S. 29-1-106(1))
1-Nov	Deadline for submitting applications to the Division for an increased levy pursuant to 29-1-302, C.R.S. and applications for exclusion of assessed valuation attributable to new primary oil or gas production from the 5.5% limit pursuant to (C.R.S. 29-1-301 (1)(b))
10-Dec	Assessors’ changes in assessed valuation will be made only once by a single notification (re-certification) to the county commissioners or other body authorized by law to levy property tax, and to the DLG. (C.R.S. 39-1-111(5))
15-Dec	Deadline for certification of mill levy to county commissioners (C.R.S 39-5-128(1)). Local governments levying property tax must adopt their budgets before certifying the levy to the county. If the budget is not adopted by certification deadline, then 90 percent of the amounts appropriated in the current year for operations and maintenance expenses shall be deemed re-appropriated for the purposes specified in such last appropriation. (C.R.S. 29-1-108(2) and (3))
22-Dec	Deadline for county commissioners to levy taxes and to certify the levies to the assessor. (C.R.S. 39-1-111(1))
31-Dec	Local governments not levying a property tax must adopt the budget on or before this date; governing body must enact a resolution or ordinance to appropriate funds for the ensuing fiscal year. If the budget is not adopted by certification deadline, then 90 percent of the amounts appropriated in the current year for operations and maintenance expenses shall be deemed re-appropriated for the budget year. (C.R.S 29-1-108(4))

More information and contact information is available on our website – www.dola.colorado.gov/budgets

Use our  system by visiting www.dola.colorado.gov/e-filing

TOWN OF PAONIA
 COMBINED CASH INVESTMENT
 JUNE 30, 2023

COMBINED CASH ACCOUNTS

09-0102	UBB PAYROLL	(74.91)
09-0103	UBB MMKT ACCOUNT	2,397,852.27
09-0105	UBB INTERNAL GRANT ACCT	40,912.00
09-0106	UBB - OPS CHECKING ACCT (0733)	441,714.00
09-0107	UTILITY CASH CLEARING ACCOUNT	(179,131.51)
	TOTAL COMBINED CASH	2,701,271.85
09-0110	UBB-CERT. OF DEPOSIT(2402)	203,950.52
09-0112	UBB-CERT OF DEP (2578)	261,378.93
09-0114	COLOTRUST-UNRESTRICTED	555,115.09
09-0207	AMAZON INVOICE ACCT	689.63
09-0208	WEX INC/PHILLIPS66 FLEET CARD	1,582.31
09-0100	CASH ALLOCATED TO OTHER FUNDS	(3,723,988.33)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,105,705.07
22	ALLOCATION TO STREET CAPITAL FUND	359,862.43
26	ALLOCATION TO SIDEWALK DEPARTMENT	73,370.39
30	ALLOCATION TO GENERAL GRANT FUND	(25,025.00)
40	ALLOCATION TO CONSERVATION TRUST FUND	14,299.59
50	ALLOCATION TO CAPITAL IMPROVEMENT FUND	682,182.73
60	ALLOCATION TO WATER FUND	1,046,955.39
70	ALLOCATION TO WASTEWATER FUND	354,648.21
80	ALLOCATION TO SANITATION FUND	111,989.52
	TOTAL ALLOCATIONS TO OTHER FUNDS	3,723,988.33
	ALLOCATION FROM COMBINED CASH FUND - 09-0100	(3,723,988.33)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF PAONIA
 BALANCE SHEET
 JUNE 30, 2023

GENERAL FUND

<u>ASSETS</u>			
10-0100	CASH IN COMBINED CASH FUND		1,105,705.07
10-0109	COLOTRUST-BRIDGE RESERVE		613,829.67
10-0116	UBB-PARK CONTRIBUTIONS		12,888.00
10-0140	PROPERTY TAX RECEIVABLE		146,513.00
10-0143	ACCOUNTS RECEIVABLE	(19,573.51)
	TOTAL ASSETS		<u>1,859,362.23</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
10-0201	ACCOUNTS PAYABLE		283.49
10-0215	ACCRUED WAGES	(1,118.16)
10-0216	ACCRUED SS,MED&FWT		36,686.15
10-0217	ACCRUED STATE TAXES		7,825.00
10-0218	UNEMPLOYMENT TAX		80.00
10-0219	FPPA		1,989.16
10-0223	HEALTH/LIFE INSURANCE	(8,655.86)
10-0225	AFLAC COVERAGE		96.24
10-0226	THE HARTFORD	(9.09)
10-0275	DEFERRED BRIDGE RESERVES		320,000.00
	TOTAL LIABILITIES		357,176.93
<u>FUND EQUITY</u>			
10-0280	FUND BALANCE		1,265,990.30
10-0282	DEFRRRED PROPERTY TAXES		146,513.00
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD		<u>89,682.00</u>
	BALANCE - CURRENT DATE		<u>89,682.00</u>
	TOTAL FUND EQUITY		<u>1,502,185.30</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,859,362.23</u>

TOWN OF PAONIA
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
10-31-01	116,873.34	116,873.34	146,513.00	29,639.66	79.8
10-31-02	9,290.36	9,290.36	23,550.00	14,259.64	39.5
10-31-03	292,228.83	292,228.83	599,400.00	307,171.17	48.8
10-31-04	88,981.51	88,981.51	169,842.00	80,860.49	52.4
10-31-05	10,206.20	10,206.20	29,100.00	18,893.80	35.1
10-31-06	613.05	613.05	1,350.00	736.95	45.4
10-31-07	49,927.30	49,927.30	49,910.00	(17.30)	100.0
10-31-08	16.31	16.31	400.00	383.69	4.1
10-31-09	.00	.00	15.00	15.00	.0
TOTAL TAXES	568,136.90	568,136.90	1,020,080.00	451,943.10	55.7
<u>LICENSES AND PERMITS</u>					
10-32-01	1,375.00	1,375.00	5,000.00	3,625.00	27.5
10-32-02	5,420.00	5,420.00	1,675.00	(3,745.00)	323.6
10-32-03	14,166.88	14,166.88	60,000.00	45,833.12	23.6
10-32-04	.00	.00	1,000.00	1,000.00	.0
10-32-06	510.00	510.00	1,500.00	990.00	34.0
TOTAL LICENSES AND PERMITS	21,471.88	21,471.88	69,175.00	47,703.12	31.0
<u>INTERGOVERNMENTAL REVENUES</u>					
10-33-01	23,562.36	23,562.36	49,916.00	26,353.64	47.2
10-33-02	601.58	601.58	2,600.00	1,998.42	23.1
10-33-03	1,381.68	1,381.68	3,800.00	2,418.32	36.4
10-33-07	.00	.00	4,025.00	4,025.00	.0
10-33-08	.00	.00	10,335.00	10,335.00	.0
10-33-10	6,320.03	6,320.03	8,125.00	1,804.97	77.8
TOTAL INTERGOVERNMENTAL REVENUES	31,865.65	31,865.65	78,801.00	46,935.35	40.4
<u>FINES AND FORFEITURES</u>					
10-34-01	.00	.00	200.00	200.00	.0
10-34-02	1,290.00	1,290.00	21,000.00	19,710.00	6.1
10-34-03	15.00	15.00	200.00	185.00	7.5
10-34-04	112,857.98	112,857.98	239,580.00	126,722.02	47.1
10-34-05	190.00	190.00	300.00	110.00	63.3
10-34-50	.00	.00	10,000.00	10,000.00	.0
TOTAL FINES AND FORFEITURES	114,352.98	114,352.98	271,280.00	156,927.02	42.2

TOWN OF PAONIA
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>MISCELLANEOUS REVENUES</u>					
10-35-01 RENTS & ROYALTIES	615.00	615.00	8,567.00	7,952.00	7.2
10-35-02 MOTOR FUEL TAX REFUNDS	.00	.00	1,000.00	1,000.00	.0
10-35-04 INTEREST INCOME	29,246.75	29,246.75	27,800.00	(1,446.75)	105.2
10-35-05 LATE CHARGES	4,305.00	4,305.00	6,150.00	1,845.00	70.0
10-35-06 OTHER INCOME	49.60	49.60	10.00	(39.60)	496.0
10-35-15 REFUND OF EXPENDITURES	45,635.12	45,635.12	4,200.00	(41,435.12)	1086.6
10-35-16 RESTITUTION	3,950.57	3,950.57	4,800.00	849.43	82.3
10-35-20 GRANT REVENUE	.00	.00	543,350.00	543,350.00	.0
TOTAL MISCELLANEOUS REVENUES	83,802.04	83,802.04	595,877.00	512,074.96	14.1
TOTAL FUND REVENUE	819,629.45	819,629.45	2,035,213.00	1,215,583.55	40.3

TOWN OF PAONIA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION DEPARTMENT</u>					
10-41-01	800.00	800.00	.00	(800.00)	.0
10-41-02	80,941.79	80,941.79	.00	(80,941.79)	.0
10-41-03	29,147.00	29,147.00	113,937.25	84,790.25	25.6
10-41-04	1,871.48	1,871.48	7,057.71	5,186.23	26.5
10-41-05	437.65	437.65	1,650.59	1,212.94	26.5
10-41-06	52.74	52.74	312.70	259.96	16.9
10-41-07	2,538.51	2,538.51	21,722.16	19,183.65	11.7
10-41-08	1,097.11	1,097.11	9,780.98	8,683.87	11.2
10-41-10	.00	.00	148.00	148.00	.0
10-41-15	2,963.90	2,963.90	6,075.00	3,111.10	48.8
10-41-16	2,154.02	2,154.02	1,585.00	(569.02)	135.9
10-41-17	2.40	2.40	550.00	547.60	.4
10-41-20	37,083.30	37,083.30	63,844.53	26,761.23	58.1
10-41-21	.00	.00	4,500.00	4,500.00	.0
10-41-22	470.58	470.58	.00	(470.58)	.0
10-41-25	5,635.02	5,635.02	13,200.00	7,564.98	42.7
10-41-26	4,063.60	4,063.60	4,850.00	786.40	83.8
10-41-27	2,989.59	2,989.59	3,333.00	343.41	89.7
10-41-28	2,330.65	2,330.65	6,175.00	3,844.35	37.7
10-41-29	836.01	836.01	2,700.00	1,863.99	31.0
10-41-30	5,846.52	5,846.52	5,030.00	(816.52)	116.2
10-41-31	7,493.61	7,493.61	12,386.00	4,892.39	60.5
10-41-33	2,442.78	2,442.78	15,080.00	12,637.22	16.2
10-41-43	.00	.00	1,000.00	1,000.00	.0
10-41-44	3,300.00	3,300.00	4,350.00	1,050.00	75.9
10-41-75	.00	.00	86,300.00	86,300.00	.0
10-41-90	9,529.91	9,529.91	3,300.00	(6,229.91)	288.8
TOTAL ADMINISTRATION DEPARTMENT	204,028.17	204,028.17	388,867.92	184,839.75	52.5

TOWN OF PAONIA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>LAW ENFORCEMENT DEPARTMENT</u>					
10-42-02 CONTRACT LABOR (JUDGE)	3,300.00	3,300.00	.00	(3,300.00)	.0
10-42-03 SALARIES & WAGES	202,551.25	202,551.25	453,985.35	251,434.10	44.6
10-42-04 EMPLOYER FICA	3,292.11	3,292.11	2,545.84	(746.27)	129.3
10-42-05 EMPLOYER MEDICARE	2,865.26	2,865.26	6,531.72	3,666.46	43.9
10-42-06 UNEMPLOYMENT TAX	415.94	415.94	979.40	563.46	42.5
10-42-07 INSURANCE BENEFITS	27,453.97	27,453.97	68,686.23	41,232.26	40.0
10-42-08 PENSION BENEFITS	3,783.77	3,783.77	18,122.81	14,339.04	20.9
10-42-10 WORKMENS COMPENSATION	10,010.00	10,010.00	9,235.00	(775.00)	108.4
10-42-11 FPPA PENSION	13,837.32	13,837.32	33,479.55	19,642.23	41.3
10-42-12 FPPA D&D	4,789.11	4,789.11	11,903.84	7,114.73	40.2
10-42-15 OFFICE SUPPLES	85.41	85.41	2,250.00	2,164.59	3.8
10-42-16 OPERATING SUPPLIES	19,595.07	19,595.07	15,895.00	(3,700.07)	123.3
10-42-17 POSTAGE	.00	.00	170.00	170.00	.0
10-42-20 LEGAL SERVICES	2,492.10	2,492.10	4,130.00	1,637.90	60.3
10-42-22 REPAIRS & MAINTENANCE	116.00	116.00	850.00	734.00	13.7
10-42-23 VEHICLE EXPENSE	5,063.71	5,063.71	15,958.73	10,895.02	31.7
10-42-26 TRAVEL & MEETINGS	2,484.87	2,484.87	15,900.00	13,415.13	15.6
10-42-27 INSURANCE & BONDS	27,360.99	27,360.99	27,369.00	8.01	100.0
10-42-28 UTILITIES	1,432.37	1,432.37	2,926.00	1,493.63	49.0
10-42-29 TELEPHONE	953.65	953.65	5,460.00	4,506.35	17.5
10-42-30 PUBLISHING & ADS	.00	.00	200.00	200.00	.0
10-42-31 DUES & SUBSCRIPTIONS	100.00	100.00	8,795.00	8,695.00	1.1
10-42-33 DATA PROCESSING	7,939.28	7,939.28	23,624.00	15,684.72	33.6
10-42-42 CONTRACT SERVICES	8,338.65	8,338.65	.00	(8,338.65)	.0
10-42-44 HUMAN SERVICES	1,044.45	1,044.45	2,111.00	1,066.55	49.5
TOTAL LAW ENFORCEMENT DEPARTMENT	349,305.28	349,305.28	731,108.47	381,803.19	47.8
<u>BUILDING DEPARTMENT</u>					
10-43-02 CONTRACT LABOR	6,760.00	6,760.00	.00	(6,760.00)	.0
10-43-03 SALARIES & WAGES	1,823.44	1,823.44	58,426.27	56,602.83	3.1
10-43-04 EMPLOYER FICA	86.62	86.62	232.77	146.15	37.2
10-43-05 EMPLOYER MEDICARE	20.31	20.31	54.44	34.13	37.3
10-43-06 UNEMPLOYMENT TAX	2.84	2.84	11.26	8.42	25.2
10-43-07 INSURANCE BENEFITS	129.90	129.90	784.01	654.11	16.6
10-43-08 PENSION BENEFITS	41.80	41.80	353.62	311.82	11.8
10-43-10 WORKMENS COMPENSATION	25.00	25.00	25.00	.00	100.0
10-43-15 OFFICE SUPPLIES	.00	.00	100.00	100.00	.0
10-43-17 POSTAGE	1.20	1.20	25.00	23.80	4.8
10-43-20 LEGAL SERVICES	63.90	63.90	1,000.00	936.10	6.4
10-43-27 INSURANCE & BONDS	1,010.12	1,010.12	946.00	(64.12)	106.8
10-43-31 DUES & SUBSCRITPIONS	145.00	145.00	145.00	.00	100.0
TOTAL BUILDING DEPARTMENT	10,110.13	10,110.13	62,103.37	51,993.24	16.3

TOWN OF PAONIA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREETS DEPARTMENT</u>					
10-45-03 SALARIES & WAGES	54,197.26	54,197.26	127,767.51	73,570.25	42.4
10-45-04 EMPLOYER FICA	3,285.50	3,285.50	7,835.29	4,549.79	41.9
10-45-05 EMPLOYER MEDICARE	768.28	768.28	1,832.45	1,064.17	41.9
10-45-06 UNEMPLOYMENT TAX	108.34	108.34	379.13	270.79	28.6
10-45-07 INSURANCE BENEFITS	4,307.95	4,307.95	20,556.74	16,248.79	21.0
10-45-08 PENSION BENEFITS	1,603.90	1,603.90	9,172.88	7,568.98	17.5
10-45-10 WORKMENS COMPENSATION	3,714.00	3,714.00	4,905.00	1,191.00	75.7
10-45-15 OFFICE SUPPLIES	.00	.00	160.00	160.00	.0
10-45-16 OPERATING SUPPLIES	117.46	117.46	1,733.00	1,615.54	6.8
10-45-17 POSTAGE	.00	.00	50.00	50.00	.0
10-45-20 LEGAL & ENGINEERING SERVICES	.00	.00	975.00	975.00	.0
10-45-22 REPAIRS & MAINTENANCE	9,774.12	9,774.12	10,900.00	1,125.88	89.7
10-45-23 VEHICLE EXPENSE	6,163.78	6,163.78	10,456.17	4,292.39	59.0
10-45-25 SHOP EXPENSE	1,783.60	1,783.60	.00	(1,783.60)	.0
10-45-26 TRAVEL & MEETINGS	.00	.00	42,750.00	42,750.00	.0
10-45-27 INSURANCE & BONDS	3,736.49	3,736.49	4,061.00	324.51	92.0
10-45-28 UTILITIES	4,865.66	4,865.66	10,770.00	5,904.34	45.2
10-45-29 TELEPHONE	1,271.15	1,271.15	480.00	(791.15)	264.8
10-45-30 PUBLISHING & ADS	.00	.00	100.00	100.00	.0
10-45-42 SNOW REMOVAL	12,675.90	12,675.90	15,280.23	2,604.33	83.0
10-45-70 CAPITAL OUTLAY	.00	.00	125,000.00	125,000.00	.0
TOTAL STREETS DEPARTMENT	108,373.39	108,373.39	395,164.40	286,791.01	27.4

TOWN OF PAONIA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PARKS & RECREATION DEPARTMENT</u>					
10-46-03 SALARIES & WAGES	31,724.50	31,724.50	65,966.67	34,242.17	48.1
10-46-04 EMPLOYER FICA	1,933.75	1,933.75	4,024.20	2,090.45	48.1
10-46-05 EMPLOYER MEDICARE	452.23	452.23	941.14	488.91	48.1
10-46-06 UNEMPLOYMENT TAX	63.53	63.53	194.72	131.19	32.6
10-46-07 INSURANCE BENEFITS	1,654.79	1,654.79	10,583.99	8,929.20	15.6
10-46-08 PENSION BENEFITS	1,027.13	1,027.13	2,500.00	1,472.87	41.1
10-46-10 WORKMENS COMPENSATION	1,594.00	1,594.00	2,566.00	972.00	62.1
10-46-15 OFFICE SUPPLIES	.00	.00	105.00	105.00	.0
10-46-16 OPERATING SUPPLIES	1,860.35	1,860.35	6,724.00	4,863.65	27.7
10-46-17 POSTAGE	.00	.00	50.00	50.00	.0
10-46-22 REPAIRS & MAINTENANCE	3,005.40	3,005.40	8,080.23	5,074.83	37.2
10-46-23 VEHICLE EXPENSE	1,558.55	1,558.55	4,100.00	2,541.45	38.0
10-46-24 RENTALS	957.00	957.00	1,080.00	123.00	88.6
10-46-25 SHOP EXPENSE	343.08	343.08	1,150.00	806.92	29.8
10-46-27 INSURANCE & BONDS	5,542.39	5,542.39	5,539.00	(3.39)	100.1
10-46-28 UTILITIES	3,995.30	3,995.30	9,300.00	5,304.70	43.0
10-46-29 TELEPHONE	71.14	71.14	515.00	443.86	13.8
10-46-30 PUBLISHING & ADS	.00	.00	100.00	100.00	.0
10-46-32 FEES & PERMITS	773.45	773.45	750.00	(23.45)	103.1
10-46-40 MISCELLANEOUS	3.89	3.89	.00	(3.89)	.0
10-46-42 CONTRACT SERVICES	1,570.00	1,570.00	3,000.00	1,430.00	52.3
10-46-70 CAPITAL OUTLAY	.00	.00	45,750.00	45,750.00	.0
10-46-75 GRANT PROJECTS	.00	.00	481,250.00	481,250.00	.0
TOTAL PARKS & RECREATION DEPARTMENT	58,130.48	58,130.48	654,269.95	596,139.47	8.9
TOTAL FUND EXPENDITURES	729,947.45	729,947.45	2,231,514.11	1,501,566.66	32.7
NET REVENUE OVER EXPENDITURES	89,682.00	89,682.00	(196,301.11)	(285,983.11)	45.7

TOWN OF PAONIA
 BALANCE SHEET
 JUNE 30, 2023

STREET CAPITAL FUND

<u>ASSETS</u>			
22-0100	CASH IN COMBINED CASH FUND	359,862.43	
	TOTAL ASSETS		<u>359,862.43</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
22-0280	FUND BALANCE	300,552.43	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	59,310.00	
	BALANCE - CURRENT DATE	59,310.00	
	TOTAL FUND EQUITY		<u>359,862.43</u>
	TOTAL LIABILITIES AND EQUITY		<u>359,862.43</u>

TOWN OF PAONIA
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

STREET CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
22-31-06 OCCUPATIONAL TAX	59,010.00	59,010.00	192,000.00	132,990.00	30.7
TOTAL TAXES	59,010.00	59,010.00	192,000.00	132,990.00	30.7
<u>LICENSES AND PERMITS</u>					
22-32-01 LICENSING FEES	300.00	300.00	9,200.00	8,900.00	3.3
TOTAL LICENSES AND PERMITS	300.00	300.00	9,200.00	8,900.00	3.3
<u>MISCELLANEOUS REVENUES</u>					
22-35-04 GRANT REVENUE	.00	.00	792,961.00	792,961.00	.0
TOTAL MISCELLANEOUS REVENUES	.00	.00	792,961.00	792,961.00	.0
TOTAL FUND REVENUE	59,310.00	59,310.00	994,161.00	934,851.00	6.0

TOWN OF PAONIA
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

STREET CAPITAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
22-45-70 CAPITAL OUTLAY	.00	.00	1,835,153.43	1,835,153.43	.0
22-45-99 TRANSFERS	.00	.00	(538,000.00)	(538,000.00)	.0
TOTAL EXPENDITURES	.00	.00	1,297,153.43	1,297,153.43	.0
TOTAL FUND EXPENDITURES	.00	.00	1,297,153.43	1,297,153.43	.0
NET REVENUE OVER EXPENDITURES	59,310.00	59,310.00	(302,992.43)	(362,302.43)	19.6

TOWN OF PAONIA
 BALANCE SHEET
 JUNE 30, 2023

SIDEWALK DEPARTMENT

<u>ASSETS</u>			
26-0100	CASH IN COMBINED CASH FUND		73,370.39
26-0117	ACCOUNT RECEIVABLE		4,913.81
			<u>78,284.20</u>
	TOTAL ASSETS		<u>78,284.20</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
26-0280	FUND BALANCE		63,218.26
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	15,065.94	
		<u>15,065.94</u>	
	BALANCE - CURRENT DATE		<u>15,065.94</u>
	TOTAL FUND EQUITY		<u>78,284.20</u>
	TOTAL LIABILITIES AND EQUITY		<u>78,284.20</u>

TOWN OF PAONIA
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

SIDEWALK DEPARTMENT

		<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>SIDEWALK REVENUE</u>						
26-30-01	SIDEWALK REVENUE	15,065.94	15,065.94	31,068.00	16,002.06	48.5
	TOTAL SIDEWALK REVENUE	15,065.94	15,065.94	31,068.00	16,002.06	48.5
	TOTAL FUND REVENUE	15,065.94	15,065.94	31,068.00	16,002.06	48.5

TOWN OF PAONIA
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

SIDEWALK DEPARTMENT

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>EXPENDITURES</u>					
26-45-22 REPAIRS & MAINTENANCE	.00	.00	13,750.00	13,750.00	.0
26-45-70 CAPITAL OUTLAY-SIDEWALK	.00	.00	80,588.76	80,588.76	.0
TOTAL EXPENDITURES	.00	.00	94,338.76	94,338.76	.0
TOTAL FUND EXPENDITURES	.00	.00	94,338.76	94,338.76	.0
NET REVENUE OVER EXPENDITURES	15,065.94	15,065.94	(63,270.76)	(78,336.70)	23.8

TOWN OF PAONIA
BALANCE SHEET
JUNE 30, 2023

GENERAL GRANT FUND

<u>ASSETS</u>			
30-0100	CASH IN COMBINED CASH FUND	(25,025.00)
30-0112	UBB-GRANT PASS THRU		25,025.00
			<hr/>
	TOTAL ASSETS		<hr/> <hr/>
			.00

TOWN OF PAONIA
BALANCE SHEET
JUNE 30, 2023

CONSERVATION TRUST FUND

<u>ASSETS</u>			
40-0100	CASH IN COMBINED CASH FUND	14,299.59	
40-0102	UBB-CONSERVATION TRUST	10,421.22	
	TOTAL ASSETS		<u>24,720.81</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
40-0280	FUND BALANCE	21,680.38	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>3,040.43</u>	
	BALANCE - CURRENT DATE	<u>3,040.43</u>	
	TOTAL FUND EQUITY		<u>24,720.81</u>
	TOTAL LIABILITIES AND EQUITY		<u>24,720.81</u>

TOWN OF PAONIA
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>CONSERVATION TRUST REVENUES</u>					
40-38-01 CONSERVATION TRUST FUND-REV.	3,038.75	3,038.75	9,250.00	6,211.25	32.9
40-38-02 INTEREST INCOME	1.68	1.68	15.00	13.32	11.2
TOTAL CONSERVATION TRUST REVENUES	3,040.43	3,040.43	9,265.00	6,224.57	32.8
TOTAL FUND REVENUE	3,040.43	3,040.43	9,265.00	6,224.57	32.8

TOWN OF PAONIA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

CONSERVATION TRUST FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
40-46-20 EXPENDITURES-CONS. TRUST	.00	.00	30,845.75	30,845.75	.0
TOTAL DEPARTMENT 46	.00	.00	30,845.75	30,845.75	.0
TOTAL FUND EXPENDITURES	.00	.00	30,845.75	30,845.75	.0
NET REVENUE OVER EXPENDITURES	3,040.43	3,040.43	(21,580.75)	(24,621.18)	14.1

TOWN OF PAONIA
 BALANCE SHEET
 JUNE 30, 2023

CAPITAL IMPROVEMENT FUND

<u>ASSETS</u>			
50-0100	CASH IN COMBINED CASH FUND		682,182.73
	TOTAL ASSETS		<u>682,182.73</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
50-0280	FUND BALANCE		594,962.93
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>87,219.80</u>	
	BALANCE - CURRENT DATE		<u>87,219.80</u>
	TOTAL FUND EQUITY		<u>682,182.73</u>
	TOTAL LIABILITIES AND EQUITY		<u>682,182.73</u>

TOWN OF PAONIA
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>					
50-31-03 SALES TAX - CAP. IMPROVEMENTS	84,032.30	84,032.30	299,700.00	215,667.70	28.0
50-31-06 AIRPORT REVENUE	3,187.50	3,187.50	7,650.00	4,462.50	41.7
50-31-07 GRANT INCOME	.00	.00	25,000.00	25,000.00	.0
TOTAL TAXES	87,219.80	87,219.80	332,350.00	245,130.20	26.2
TOTAL FUND REVENUE	87,219.80	87,219.80	332,350.00	245,130.20	26.2

TOWN OF PAONIA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CAPITAL OUTLAY</u>					
50-70-20 CAPITAL OUTLAY	.00	.00	552,874.51	552,874.51	.0
50-70-30 CAPITAL PROJECT	.00	.00	61,844.25	61,844.25	.0
50-70-99 TRANSFERS	.00	.00	346,000.00	346,000.00	.0
TOTAL CAPITAL OUTLAY	.00	.00	960,718.76	960,718.76	.0
TOTAL FUND EXPENDITURES	.00	.00	960,718.76	960,718.76	.0
NET REVENUE OVER EXPENDITURES	87,219.80	87,219.80	(628,368.76)	(715,588.56)	13.9

TOWN OF PAONIA
BALANCE SHEET
JUNE 30, 2023

WATER FUND

ASSETS

60-0100	CASH IN COMBINED CASH FUND	1,046,955.39	
60-0101	CASH ON HAND	225.00	
60-0117	ACCOUNTS RECEIVABLE	209,202.07	
60-0152	INVENTORY OF SUPPLIES	117,912.43	
60-0160	LAND & WATER RIGHTS	49,124.98	
60-0162	WATER PLANT	7,574,938.34	
60-0164	RESERVOIRS	220,652.10	
60-0166	DISTRIBUTION SYSTEM	4,187,566.31	
60-0172	EQUIPMENT	199,464.97	
60-0173	ACCUMULATED DEPRECIATION	(4,495,238.37)	
	TOTAL ASSETS		9,110,803.22

LIABILITIES AND EQUITY

LIABILITIES

60-0201	ACCOUNTS PAYABLE	22,116.43	
60-0241	DEBT PAYABLE-WPA	2,075,568.84	
60-0242	DEBT PREMIUM - WPA	16,146.90	
60-0243	DEBT PAYABLE-WPA-ACCR INT	17,882.68	
60-0245	LOAN PAYABLE-DWRF-1MG-11/5/08	163,404.80	
60-0246	LOAN PAYABLE-DWRF-1MG-ACCR INT	476.60	
60-0260	DEFERED GRANT REVENUE	184,616.40	
	TOTAL LIABILITIES		2,480,212.65

FUND EQUITY

60-0280	RETAINED EARNINGS	6,496,961.85	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	133,628.72	
	BALANCE - CURRENT DATE	133,628.72	
	TOTAL FUND EQUITY		6,630,590.57
	TOTAL LIABILITIES AND EQUITY		9,110,803.22

TOWN OF PAONIA
REVENUES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WATER REVENUES</u>					
60-36-01 WATER CHARGES	419,382.64	419,382.64	910,177.00	490,794.36	46.1
60-36-02 WATER USAGE	133,817.79	133,817.79	433,897.00	300,079.21	30.8
60-36-03 SALES & SERVICES	.00	.00	2,000.00	2,000.00	.0
60-36-04 STANDBY TAP FEES	30,939.32	30,939.32	58,955.00	28,015.68	52.5
60-36-05 BULK WATER	9,852.65	9,852.65	8,100.00	(1,752.65)	121.6
60-36-09 PENALTIES	3,125.00	3,125.00	4,525.00	1,400.00	69.1
60-36-12 RENTS	.00	.00	1,000.00	1,000.00	.0
60-36-30 GRANT FUNDS	.00	.00	1,119,232.78	1,119,232.78	.0
TOTAL WATER REVENUES	597,117.40	597,117.40	2,537,886.78	1,940,769.38	23.5
TOTAL FUND REVENUE	597,117.40	597,117.40	2,537,886.78	1,940,769.38	23.5

TOWN OF PAONIA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WATER OPERATIONS</u>					
60-50-03 SALARIES & WAGES	135,385.36	135,385.36	284,781.59	149,396.23	47.5
60-50-04 EMPLOYER FICA	8,170.72	8,170.72	17,216.48	9,045.76	47.5
60-50-05 EMPLOYER MEDICARE	1,910.95	1,910.95	4,026.44	2,115.49	47.5
60-50-06 UNEMPLOYMENT TAX	270.52	270.52	833.06	562.54	32.5
60-50-07 INSURANCE BENEFITS	13,604.15	13,604.15	51,401.91	37,797.76	26.5
60-50-08 PENSION BENEFITS	4,579.21	4,579.21	19,326.70	14,747.49	23.7
60-50-10 WORKMENS COMPENSATION	6,061.00	6,061.00	4,080.00	(1,981.00)	148.6
60-50-15 OFFICE SUPPLIES	128.99	128.99	975.00	846.01	13.2
60-50-16 OPERATING SUPPLIES	11,605.98	11,605.98	43,666.00	32,060.02	26.6
60-50-17 POSTAGE	1,170.77	1,170.77	5,160.00	3,989.23	22.7
60-50-20 LEGAL & ENGINEERING SERVICES	27,851.17	27,851.17	31,000.00	3,148.83	89.8
60-50-21 AUDIT/BUDGET	.00	.00	13,000.00	13,000.00	.0
60-50-22 REPAIRS & MAINTENANCE	48,918.52	48,918.52	241,752.78	192,834.26	20.2
60-50-23 VEHICLE EXPENSE	2,264.65	2,264.65	9,000.00	6,735.35	25.2
60-50-24 RENTALS	402.00	402.00	400.00	(2.00)	100.5
60-50-25 SHOP EXPENSE	4,751.29	4,751.29	7,140.00	2,388.71	66.5
60-50-26 TRAVEL & MEETINGS	.00	.00	2,500.00	2,500.00	.0
60-50-27 INSURANCE & BONDS	29,519.15	29,519.15	28,612.00	(907.15)	103.2
60-50-28 UTILITIES	12,152.69	12,152.69	30,250.00	18,097.31	40.2
60-50-29 TELEPHONE	1,332.89	1,332.89	4,776.00	3,443.11	27.9
60-50-30 PUBLISHING & ADS	170.33	170.33	445.00	274.67	38.3
60-50-31 DUES & SUBSCRIPTIONS	8,732.89	8,732.89	20,670.00	11,937.11	42.3
60-50-32 FEES & PERMITS	3,953.30	3,953.30	10,635.00	6,681.70	37.2
60-50-33 DATA PROCESSING	6,208.50	6,208.50	21,393.00	15,184.50	29.0
60-50-42 CONTRACT SERVICES	14,880.00	14,880.00	18,000.00	3,120.00	82.7
60-50-44 NORRIS RETIREMENT	20,720.00	20,720.00	13,440.00	(7,280.00)	154.2
60-50-50 WATER POWER AUTHORITY LOAN	87,071.95	87,071.95	192,500.00	105,428.05	45.2
60-50-51 DRINKING WATER REVOLVING FUND	11,671.70	11,671.70	23,345.00	11,673.30	50.0
60-50-52 FCNB INTERIM FINANCING	.00	.00	495.00	495.00	.0
60-50-75 GRANT PROJECTS	.00	.00	1,393,947.78	1,393,947.78	.0
TOTAL WATER OPERATIONS	463,488.68	463,488.68	2,494,768.74	2,031,280.06	18.6
TOTAL FUND EXPENDITURES	463,488.68	463,488.68	2,494,768.74	2,031,280.06	18.6
NET REVENUE OVER EXPENDITURES	133,628.72	133,628.72	43,118.04	(90,510.68)	309.9

TOWN OF PAONIA
BALANCE SHEET
JUNE 30, 2023

WASTEWATER FUND

<u>ASSETS</u>			
70-0100	CASH IN COMBINED CASH FUND	354,648.21	
70-0104	UBB-WWTP CHECKING	58,608.94	
70-0109	COLOTRUST-SEWER ACCOUNT	553,122.81	
70-0110	COLOTRUST-DEBT RESRV ACCOUNT	111,452.09	
70-0117	ACCOUNTS RECEIVABLE	125,566.48	
70-0150	INVENTORY OF SUPPLIES	12,369.88	
70-0160	LAND	564,379.90	
70-0164	COLLECT SYSTEM	783,773.24	
70-0166	TREATMENT PLANT	4,581,527.37	
70-0172	EQUIPMENT	99,059.60	
70-0173	ACCUMULATED DEPRECIATION	(1,861,984.96)	
	TOTAL ASSETS		5,382,523.56
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
70-0201	ACCOUNTS PAYABLE	(16,735.08)	
70-0222	AMCO REFINANCE BOND	1,600,000.00	
70-0223	BOND PREMIUM	44,255.33	
70-0240	ACCRUED INTEREST PAYABLE	12,000.00	
	TOTAL LIABILITIES		1,639,520.25
<u>FUND EQUITY</u>			
70-0280	RETAINED EARNINGS	3,904,291.53	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(161,288.22)	
	BALANCE - CURRENT DATE	(161,288.22)	
	TOTAL FUND EQUITY		3,743,003.31
	TOTAL LIABILITIES AND EQUITY		5,382,523.56

TOWN OF PAONIA
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>WASTEWATER OPERATING REVENUE</u>					
70-37-01 SEWER CHARGES - RECEIVED	378,211.88	378,211.88	759,660.00	381,448.12	49.8
70-37-04 SEWER TAPS	.00	.00	10,000.00	10,000.00	.0
70-37-09 INTEREST INCOME	16,051.35	16,051.35	20,760.00	4,708.65	77.3
TOTAL WASTEWATER OPERATING REVENUE	394,263.23	394,263.23	790,420.00	396,156.77	49.9
TOTAL FUND REVENUE	394,263.23	394,263.23	790,420.00	396,156.77	49.9

TOWN OF PAONIA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER OPERATIONS</u>					
70-51-03 SALARIES & WAGES	75,085.70	75,085.70	165,240.40	90,154.70	45.4
70-51-04 EMPLOYER FICA	4,534.43	4,534.43	10,563.72	6,029.29	42.9
70-51-05 EMPLOYER MEDICARE	1,060.49	1,060.49	2,470.55	1,410.06	42.9
70-51-06 UNEMPLOYMENT TAX	150.10	150.10	340.76	190.66	44.1
70-51-07 INSURANCE BENEFITS	6,503.28	6,503.28	37,331.58	30,828.30	17.4
70-51-08 PENSION BENEFITS	2,199.22	2,199.22	7,600.00	5,400.78	28.9
70-51-10 WORKMENS COMPENSATION	1,820.00	1,820.00	1,110.00	(710.00)	164.0
70-51-15 OFFICE SUPPLIES	94.64	94.64	275.00	180.36	34.4
70-51-16 OPERATING SUPPLIES	2,132.82	2,132.82	15,799.00	13,666.18	13.5
70-51-17 POSTAGE	806.87	806.87	2,700.00	1,893.13	29.9
70-51-20 LEGAL & ENGINEERING SERVICES	5,596.48	5,596.48	1,000.00	(4,596.48)	559.7
70-51-21 AUDIT/BUDGET	.00	.00	5,000.00	5,000.00	.0
70-51-22 REPAIRS & MAINTENANCE	344,380.09	344,380.09	120,782.21	(223,597.88)	285.1
70-51-23 VEHICLE EXPENSE	2,254.36	2,254.36	10,839.62	8,585.26	20.8
70-51-25 SHOP EXPENSE	7,005.79	7,005.79	4,225.00	(2,780.79)	165.8
70-51-26 TRAVEL & MEETINGS	.00	.00	2,500.00	2,500.00	.0
70-51-27 INSURANCE & BONDS	9,704.23	9,704.23	11,846.00	2,141.77	81.9
70-51-28 UTILITIES	10,940.71	10,940.71	39,725.00	28,784.29	27.5
70-51-29 TELEPHONE	1,006.10	1,006.10	1,968.00	961.90	51.1
70-51-30 PUBLISHING & ADS	.00	.00	700.00	700.00	.0
70-51-31 DUES & SUBSCRIPTIONS	266.30	266.30	572.00	305.70	46.6
70-51-32 FEES & PERMITS	857.82	857.82	6,495.00	5,637.18	13.2
70-51-33 DATA PROCESSING	5,902.02	5,902.02	13,469.00	7,566.98	43.8
70-51-43 GAGING STATION	.00	.00	4,100.00	4,100.00	.0
70-51-51 RURAL DEVELOPMENT P&I	73,250.00	73,250.00	.00	(73,250.00)	.0
70-51-54 DEBT RESERVE	.00	.00	108,625.00	108,625.00	.0
70-51-61 OVERTIME- WASTEWATER	.00	.00	5,142.16	5,142.16	.0
70-51-70 CAPITAL OUTLAY	.00	.00	100,000.00	100,000.00	.0
TOTAL WASTEWATER OPERATIONS	555,551.45	555,551.45	680,420.00	124,868.55	81.7
<u>DEPRECIATION</u>					
70-59-90 DEPRECIATION	.00	.00	110,000.00	110,000.00	.0
TOTAL DEPRECIATION	.00	.00	110,000.00	110,000.00	.0
TOTAL FUND EXPENDITURES	555,551.45	555,551.45	790,420.00	234,868.55	70.3
NET REVENUE OVER EXPENDITURES	(161,288.22)	(161,288.22)	.00	161,288.22	.0

TOWN OF PAONIA
 BALANCE SHEET
 JUNE 30, 2023

SANITATION FUND

<u>ASSETS</u>			
80-0100	CASH IN COMBINED CASH FUND		111,989.52
80-0117	ACCOUNTS RECEIVABLE		54,089.97
80-0172	EQUIPMENT		289,017.84
80-0173	ACCUMULATED DEPRECIATION	(153,731.84)
	TOTAL ASSETS		<u>301,365.49</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
80-0201	ACCOUNTS PAYABLE	(1,007.69)
	TOTAL LIABILITIES	(1,007.69)
<u>FUND EQUITY</u>			
80-0280	FUND BALANCE		272,106.05
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD		<u>30,267.13</u>
	BALANCE - CURRENT DATE		<u>30,267.13</u>
	TOTAL FUND EQUITY		<u>302,373.18</u>
	TOTAL LIABILITIES AND EQUITY		<u>301,365.49</u>

TOWN OF PAONIA
 REVENUES WITH COMPARISON TO BUDGET
 FOR THE 6 MONTHS ENDING JUNE 30, 2023

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SANITATION OPERATING REVENUE</u>					
80-30-02 TRASH CHARGES	161,561.54	161,561.54	330,335.00	168,773.46	48.9
80-30-03 X-TRASH	600.00	600.00	2,500.00	1,900.00	24.0
TOTAL SANITATION OPERATING REVENUE	<u>162,161.54</u>	<u>162,161.54</u>	<u>332,835.00</u>	<u>170,673.46</u>	<u>48.7</u>
TOTAL FUND REVENUE	<u>162,161.54</u>	<u>162,161.54</u>	<u>332,835.00</u>	<u>170,673.46</u>	<u>48.7</u>

TOWN OF PAONIA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 6 MONTHS ENDING JUNE 30, 2023

SANITATION FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>SANITATION OPERATIONS</u>					
80-52-03 SALARIES & WAGES	78,008.78	78,008.78	176,249.93	98,241.15	44.3
80-52-04 EMPLOYER FICA	4,714.77	4,714.77	10,817.49	6,102.72	43.6
80-52-05 EMPLOYER MEDICARE	1,102.76	1,102.76	2,529.90	1,427.14	43.6
80-52-06 UNEMPLOYMENT TAX	155.95	155.95	523.43	367.48	29.8
80-52-07 INSURANCE BENEFITS	7,026.73	7,026.73	25,665.44	18,638.71	27.4
80-52-08 PENSION BENEFITS	2,117.80	2,117.80	10,367.38	8,249.58	20.4
80-52-10 WORKMEN'S COMP	7,277.00	7,277.00	5,615.00	(1,662.00)	129.6
80-52-15 OFFICE SUPPLIES	67.64	67.64	370.00	302.36	18.3
80-52-16 OPERATING SUPPLIES	535.47	535.47	1,856.00	1,320.53	28.9
80-52-17 POSTAGE	517.12	517.12	1,525.00	1,007.88	33.9
80-52-20 LEGAL SERVICES	1,789.20	1,789.20	.00	(1,789.20)	.0
80-52-21 AUDIT/BUDGET	.00	.00	4,000.00	4,000.00	.0
80-52-22 REPAIRS & MAINTENANCE	45.25	45.25	375.00	329.75	12.1
80-52-23 VEHICLE EXPENSE	2,370.45	2,370.45	21,433.81	19,063.36	11.1
80-52-25 SHOP EXPENSE	1,035.05	1,035.05	1,873.50	838.45	55.3
80-52-27 INSURANCE & BONDS	6,585.45	6,585.45	7,481.00	895.55	88.0
80-52-28 UTILITIES	1,608.86	1,608.86	2,727.00	1,118.14	59.0
80-52-29 TELEPHONE	771.16	771.16	480.00	(291.16)	160.7
80-52-30 PUBLISHING & ADS	.00	.00	100.00	100.00	.0
80-52-33 DATA PROCESSING	970.97	970.97	2,980.00	2,009.03	32.6
80-52-42 LANDFILL FEES	15,194.00	15,194.00	38,220.00	23,026.00	39.8
TOTAL SANITATION OPERATIONS	131,894.41	131,894.41	315,189.88	183,295.47	41.9
<u>DEPRECIATION</u>					
80-59-90 DEPRECIATION	.00	.00	17,646.00	17,646.00	.0
TOTAL DEPRECIATION	.00	.00	17,646.00	17,646.00	.0
TOTAL FUND EXPENDITURES	131,894.41	131,894.41	332,835.88	200,941.47	39.6
NET REVENUE OVER EXPENDITURES	30,267.13	30,267.13	(.88)	(30,268.01)	34394



OFFICE OF THE STATE AUDITOR • LOCAL GOVERNMENT AUDIT DIVISION
KERRI L. HUNTER, CPA, CFE • STATE AUDITOR

Request for Extension of Time to File Audit for Year End *December 31, 2022* ONLY

Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	Town of Paonia
Name of Contact:	Stefen Wynn, Town Administrator & Treasurer
Address:	214 Grand Ave.
City/Zip Code	Paonia, CO 81428
Phone Number:	(970) 527-4101
E-mail	StefenW@townofpaonia.com
Fiscal Year Ending (mm/dd/yyyy):	12/31/2022
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	60 days Audit Due: September 30, 2023
Comments (optional):	Due to turnover in the management and finance departments, an extension is being requested.

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature

Printed Name: Mary Bachram

Title: Mayor

Date: August 8, 2023



TOWN OF PAONIA
REGULAR TOWN BOARD MEETING AGENDA
TUESDAY, AUGUST 08, 2023 6:30 PM

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

August 23 2023 at 4 pm - Joint Work Session with Board of Trustees and Planning Commission to review first draft of Master Plan.

Public Comment

Any topic not included on the agenda, 3-minute time limit.

Consent Agenda

1. Minutes

July 11, 2023 Regular Meeting

July 25, 2023 Regular Meeting

Disbursements

Retail Marijuana License Renewal

Valley High LLC

Special Event Liquor License

North Fork Valley Creative Coalition - Mountain Harvest Festival

Staff Reports

First Street Fence Encroachment – Town Attorney Update

Town Administrator

PAONIA HOUSING NEEDS ASSESSMENT AND HOUSING ACTION PLAN - Town Board Update

Police Chief

Progress Report

Blotter

Public Works Director

Actions & Presentations

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

1. Resolution 12 - 2023 Clarifying North Fork Valley Airport Advisory Committee and Liaison

2. Appointing Town Administrator as liaison to the North Fork Valley Airport Advisory Committee

Mayor & Trustee Reports

Adjournment

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

I. RULES OF PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

II. CONSENT AGENDA

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

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

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

III. EXECUTIVE SESSION

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

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

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

IV. SUBJECT TO AMENDMENT

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

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

Town of Paonia

5



Minutes

Minutes
Regular Town Board Meeting
Town of Paonia, Colorado
July 11, 2023

RECORD OF PROCEEDINGS

Mayor Bachran calls the meeting to order at 6:30 pm

Roll Call

PRESENT
Mayor Mary Bachran
Mayor Pro-Tem Thomas Markle
Trustee Dave Knutson
Trustee Paige Smith
Trustee John Valentine
Trustee Rick Stelter
Trustee Morgan MacInnis

Correspondence Received

The Board asked questions about Stewert Mesa Ditch having a private irrigation line in the Town's storm drain.

Approval of Agenda

Trustee Knutson makes a motion, seconded by Mayor Pro-Tem Markle to approve the agenda.

Announcements

Mayor Pro-Tem Markle clarifies comments made during the July 11, 2023 Work Session.

Mayor Pro-Tem Markle makes a motion, seconded by Trustee Simth to direct the Mayor to produce a letter that demonstrates her understanding of the rights of citizen and Trustees to speak without being censored.

Discussion includes; subject being more appropriate for the Town Attorney, First Amendment, proper use of Points of Order, not censoring speech because of disagreement of the opinion, limits of free speech, laws of the land, meeting decorum vs legal liability, personality clashes and understanding the law.

Voting Yea: Mayor Pro-Tem Markle
Voting Nay: Trustee Knutson, Trustee Smith, Trustee Valentine, Trustee Stelter, Trustee MacInnis

The motion fails.

The Town did receive the second installment of the "Revitalizing Main Streets" gran. The 5th & Grand project now has \$1,010,592.00.

Public Comment

S. Watson: asks questions about Zoom display names and comments about building inspector costs.

C. Patterson: comments about ClearGov and Caselle.

Consent Agenda

Trustee Stelter makes a motion, Seconded by Trustee MacInnis to approve the consent agenda.

Trustee Smith makes a motion, Seconded by Trustee Knutson, to move disbursements from the consent agenda.

Motion carries unanimously.

Main Motion carries unanimously.

Disbursements

Discussion includes credits on ledger, 2 more payments added totaling \$7,056.25, chart of account changes, tracking revenue, happy to see the new layout.

Public Comment:

C. Patterson: agrees with Mayor Pro-Tem Markle and wonders if the audits will go faster.

Trustee Knutson makes a motion, Seconded by Trustee Valentine to approve disbursements.

Motion carries unanimously.

Staff Reports

Interim Town Administrator

Introduces new Town Administrator, Stefen Wynn, recognizes Town Staff and their dedication.

Discussion topics include DOLA, planning grants, salary allocations and water companies.

Police Chief

Discussion includes speed data, increased park patrols, summer trends, department promotion, positive police department culture and introducing promoted officers to the Board.

Public Works Director

Jeremiah Garcia passed his Wastewater Certification Test. Congratulations!

Police and Public Works Departments thank Crossroads Baptist Church from Texas; for approximately 220 hours of volunteer work, they did for the Town helping to get the parks ready.

Water Treatment Plant is completely repaired now.

Actions & Presentations

- 1. Swearing in of Town Administrator Stefen Wynn - Deputy Town Clerk Amanda Mojarro

New Town Administrator Stefen Wynn is sworn in.

The Town also recognizes and thanks outgoing Interim Administrator Leslie Klusmire for her exemplary leadership and hard work she has done on behalf of the Board, staff and community.

- 2. Designation of handicapped parking at Town Park - Trustee Knutson & Trustee Stelter

Trustee Stelter introduces the subject and how, during events, there are no parking spots at the Town Park for those with mobility issues.

Public Comment:

S. Patterson: questions about where they would be.

A. Deluca: offers suggestions for placement based off of what event organizers have designated during events successfully.

S. Watson: asks about whose responsibility it will be to keep them clear of snow and ice.

Police Chief Laiminger offers some suggestions to placement of both permanent and temporary handicapped parking.

Trustee Knutson makes a motion, Seconded by Trustee Stelter to direct staff to make appropriate arrangements for handicapped parking at Town Park.

Motion carries unanimously.

Trustee Knutson makes a motion, seconded by Mayor Pro-Tem Markle, to designate Town Administrator Wynn as the Town's ADA coordinator.

Motion carries unanimously.

3. Discussion and decisions on parking at the top of Pan American and Vista Drive - Trustee Stelter & Trustee Knutson

Trustee Knutson makes a motion, Seconded by Trustee Stelter, to move this discussion to the next regular meeting.

Motion carries unanimously.

4. Consider a mid-block Pedestrian crosswalk on Grand Avenue - Trustee Knutson & Trustee Stelter

Trustee Knutson explains why they feel there is a need to add a midblock crosswalk on Grand Avenue

Public Comment:

S. Watson: worries that it will be a safety issue for out-of-town visitors and cause confusion.

S. Patterson: wonders if moving the handicapped spaces to the end of blocks would be better.

The Board moves to look at Grand Avenue where the crosswalk is being suggested.

The meeting resumes and Board discussion includes parking loss, safety issues & visibility.

Town Administrator Wynn as the ADA coordinator wouldn't recommend the current plan with angled parking and would like to gather more information.

Trustee Knutson makes a motion, Seconded by Trustee Stelter to table this item.

Motion carries unanimously.

5. Ratifying Health Insurance Employer Contributions

Trustee Knutson apologizes for adding confusion about this topic at the last meeting and explains since then he has had the opportunity to see what other municipalities are currently paying in contributions and it has changed his opinion on the subject.

Lorraine Trotter, Professional Management Solutions, is in attendance by Zoom to give an overview of the Town's financial situation based on past revenue growth, expenditure and liability information and fund balances.

Interim Administrator Klusmire explains that she is still recommending the plan she put forth at the last meeting and explains the cost difference between what the Board voted on at the last meeting and the plan she is recommending.

Town Attorney Cotten-Baez explains some potential liability issues with the situation and gives his recommendation on how to move forward.

Board discussion includes employee shares, Town contribution share, retaining employees, notification requirements, insurance rates and budget season.

Trustee Knutson makes a motion, Seconded by Trustee Stelter, to accept the Employer contribution plan that Administrator Klusmire has put forth.

Motion carries unanimously.

6. Consideration and approval of Resolution 10- 2023 Roles and Responsibilities of Committee's

Town Attorney Cotten-Baez explains the resolution, the definitions on advisory committees, liaisons, committee authority and the roles of committees in tandem with the Boards legislative authority.

Public Comment:

S. Watson: Question about discussion parameters.

Board discussion includes transparency, who appoints, noticing requirements, public participation, confidentiality, Tree Board and Government Affairs committee.

Trustee Knutson makes a motion, Seconded by Trustee Smith, that Resolution 10 - 2023 be adopted with the following amendments: meeting posting requirements and that committee appointments be made by the full Board and add water, sewer, trash to the second whereas.

Voting Yea: Trustee Knutson

Voting Nay: Mayor Pro-Tem Markle, Trustee Smith, Trustee Valentine, Trustee Stelter, Trustee MacInnis.

The motion fails.

Trustee Knutson makes a motion, Seconded by Trustee MacInnis, that Resolution 10-2023 be adopted with the following amendments: committee appointments be made by the full Board and adding water, sewer and trash to the second whereas.

Motion carries unanimously.

7. Consideration and Approval of Resolution 08-2023: Appointment of Officer- Town Administrator and Treasurer

Trustee Stelter makes a motion, Seconded by Mayor Pro-Tem Markle, to approve Resolution 08-2023: Appointment of Officer – Town Administrator and Treasurer.

Motion carries unanimously.

8. Consideration and Approval of Resolution 09-2023 Authorized Signatories on Accounts

Trustee Smith makes a motion, Seconded by Trustee Stelter to adopt Resolution 09-2023 Authorized Signatories on Accounts.

Motion carries unanimously.

9. Consideration and approval of R 2023-11 Remote Meetings and Participation

Town Attorney Cotten-Baez explains the different policies and issues he tried to address in the Resolution including clarification of acceptable remote attendance and provisions for quasi-judicial proceedings.

Public Comment:

S. Watson: wonders if remote participants always time have to prepare.

Board discussion includes new technology and standards of participation for remote meetings.

Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Stelter, to accept Resolution 11-2023 Remote Meetings and Participation.

Motion passes unanimously.

10. Opportunity to attend Colorado Growing Water Smart Workshop in October

Trustee Knutson makes a motion, seconded by Trustee Stelter, to have Trustee Smith and Trustee Valentine work with staff to develop a team proposal.

Motion carries unanimously.

11. Approval of award of bid to K&D Construction (low bidder) for replacement of Dorris Avenue sewer line and authorize Town Administrator to negotiate final contract.

Trustee Smith makes a motion, seconded by Trustee MacInnis to approve awarding of bid to K&D Construction for replacement of Dorris Avenue sewer line and authorize Town Administrator to negotiate final contract.

Motion carries unanimously.

12. Consideration and approval of granting Accountant/Deputy Clerk Amanda Mojarro view only electronic access to Town bank accounts.

Trustee Stelter makes a motion, Seconded by Mayor Pro-Tem Markle to approve granting Accountant/Deputy Clerk Amanda Mojarro view only, electronic access to Town bank accounts.

Motion carries unanimously.

13. Consideration and approval to write an EIAF grant to DOLA for \$1,000,000 to help fund the relining of the 2-million-gallon tank

Trustee MacInnis makes a motion, Seconded by Trustee Stelter, to approve the Mayor writing an EIAF grant to DOLA for \$1,000,000 to help fund the relining of the 2-million-gallon tank.

Motion carries unanimously.

14. Consideration and Approval to write a grant of up to \$6500 to the Colorado State Internet Portal Authority for expert help on the audio-visual system in Town Hall.

Trustee Stelter makes a motion, seconded by Trustee MacInnis to approve the Mayor writing a grant of up to \$6500.00 to the Colorado State Internet Portal Authority for help on the audio-visual system in Town Hall.

Public comment:

S. Watson: questions about timestamping meeting video and linking to agenda items

Motion carries unanimously.

15. Consideration and Approval of River District Grant Agreement

Trustee Smith makes a motion, seconded by Trustee Stelter, to approve the Mayor signing the River District Grant agreement.

Motion carries unanimously.

Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Stelter. To enter into Executive Session, pursuant to C.R.S. Section 24-6-402(4)(b), for the purpose of conferencing with the Town Attorney to receive legal advice on specific legal questions pertaining to the potential encroachment of a fence in Town-owned right-of-way adjacent to property located on First Street...

and

...pursuant to C.R.S. Sections 24-6-402(4)(a) and (4)(e)(I), for the purposes of considering the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, and determining positions, developing strategy and instructing negotiators relative to matters that may be subject to negotiation; specifically pertaining to a proposed amendment to the existing tower lease with SBA Communications concerning Town-owned property located on Cemetery Circle Drive.

Voting Aye: Mayor Pro-Tem Markle
Voting Nay: Trustee Smith, Trustee Stelter, Trustee Knutson, Trustee MacInnis, Trustee Valentine

Motion fails.

Mayor & Trustee Reports

Discussion is had about the CML conference and the Housing Assessment update.

Trustee MacInnis makes a motion, Seconded by Mayor Pro-Tem Markle, to extend the meeting until 10:30 pm

Motion carries unanimously.

Mayor Pro-Tem Markle makes a motion, seconded by Trustee MacInnis to recess for 5 minutes.

Motion carries unanimously.

Meeting resumes at 9:21 pm

Mayor Pro-Tem Markle makes a motion, Seconded by Trustee MacInnis, to enter into Executive Session, pursuant to C.R.S. Section 24-6-402(4)(b), for the purpose of conferencing with the Town Attorney to receive legal advice on specific legal questions pertaining to the potential encroachment of a fence in Town-owned right-of-way adjacent to property located on First Street...

and

...pursuant to C.R.S. Sections 24-6-402(4)(a) and (4)(e)(I), for the purposes of considering the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest, and determining positions, developing strategy and instructing negotiators relative to matters that may be subject to negotiation; specifically pertaining to a proposed amendment to the existing tower lease with SBA Communications concerning Town-owned property located on Cemetery Circle Drive.

Executive Session Begins: 9:22 pm

Executive session end: 10:17 pm

Participants in the Executive Session included Mayor Bachran, Mayor Pro-Tem Markle, Trustee Valentine, Trustee MacInnis, Trustee Knutson, Trustee Stelter, Trustee Smith, Interim Town Administrator Klusmire, Town Administrator Wynn and Town Attorney Cotton-Baez. No concerns were stated for the record.

Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Smith, to direct the Town Attorney to proceed with municipal prosecution regarding the fence encroachment on First Street as discussed in Executive Session

Motion carries unanimously.

Adjournment

Meeting adjourns at 10:21 pm

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

DRAFT

Minutes
Regular Town Board Meeting
Town of Paonia, Colorado
July 25, 2023

RECORD OF PROCEEDINGS

Mayor Bachran calls the meeting to order at 6:30 pm.

Roll Call

- Mayor Bachran
- Mayor Pro-Tem Markle (Zoom)
- Trustee Stelter
- Trustee Smith
- Trustee Valentine
- Trustee Knutson
- Trustee MacInnis

Approval of Agenda

Trustee Knutson makes a motion, Seconded by Trustee Stelter to approve the agenda.

Motion carries unanimously.

Announcements

Happy 5 years for Amanda Mojarro on July 28
 Chief Laiminger introduces Corporal Gilliam
 Corner of Third and Grand, the new wayfinding sign is up and complete! Thank you, Amy DeLuca, North Fork Valley Creative Coalition and Ira Houseweart.

Public Comment

None

Consent Agenda

Trustee Knutson makes a motion, seconded by Trustee MacInnis, to approve the consent agenda.

Motion carries unanimously.

Staff Reports

Administrator Wynn explains the new Departmental Scorecard and how it will make it easier for both the public and the Board to see what is happening in Town.

Actions & Presentations

1. Consideration of Approval of Western Slope Conservation Centers request for a donation of \$2000 for repair of damages to the school loop trails

Administrator Wynn introduces the new staff reporting and gives a summary of the Western Slope Conservations Center request.

Kathy Swartz gives an update of where they are in their fundraising efforts and Ben Graves explains that they have moved the trail over about 20 ft to help alleviate flood issues in the future.

Trustee Stelter makes a motion, seconded by Trustee Knutson, to approve a donation of \$2000.00 to the WSCC for repair of flooding damage to the school loop trails.

Motion carries unanimously.

2. Discussion and Decisions on parking at the top of Pan American and Vista Drive

Trustee Knutson makes a motion, seconded by Trustee Stelter to continue this discussion while the Town Administrator does some research so he can make a recommendation.

Motion carries unanimously.

3.Consideration of Approval of the Mountain Harvest Festival Request for longer Street Closure

Administrator Wynn talks about ways to streamline the Special Event Permit process and explains that a 17-hour closure is needed instead of the stated 14-hours but all of the required elements are met.

Public Comment:

S. Watson: asks about park use and applications.

Trustee Smith asks about the actual hours of operation. Amy DeLuca explains that the added time is for a buffer for safety more than anything.

Trustee Knutson asks about alcohol control, correct dates (Sept 22, 23, 24), hours of operation (7 a - 12 a), Poulos Park is a part of the liquor control area not activity based, meeting with staff is already scheduled and all legal requirements are met.

Trustee Knutson makes a motion, Seconded by Trustee Valentine, to approve Special Event Application 2023-06 the 22nd Annual Mountain Harvest Festival pending the timely payment of fees & deposits associated with the permit; and the successful outcome of a public hearing for a special event permit with alcohol after adequate notice pursuant to 44-5-106 C.R.S.

Motion carries unanimously.

4. Discussion on possible mobility route from Town Park to Downtown

Trustee Knutson talks about a mobility route being a thing that has often been brought up by the disabled and people with strollers, needing a safe route for them to get from downtown to the park.

Discussion includes Third St north side for sunlight in the winter, using 4th street as part of it, 4th street having less sidewalk and a ditch to contend with, vegetation causing people to go from sidewalk to streer, the need for maintenance and code enforcement, defining relationships along that route and liabilities associated with both sides, actually a part of the Master Plan and a Strategic Plan element that should be dealt with.

5. Approval of Opting into Proposition 123 to Increase Affordable Housing

The Board needs to give the Town Administrator authority to opt in to Proposition 123. Administrator Wynn is working with Urban Rural Continuum to establish needs and assess the requirements. The Town is also looking at the USDA requirements for grants and we will continue work closing with DOLA and Urban Rural Continuum to establish whether it is a good idea.

(Mayor Pro-Tem Markle leaves at 7:15 pm due to technical issues)

Public Comment:

S. Watson comments about more research being needed to see if it will benefit the people of Paonia.

Board discussion includes the need for affordable housing, the funding is available but opting in is needed, can the Town define affordability, parameters of affordable, bare minimums of housing unit needed, using funds for development or land banking, opting in is key to eligibility, possible partnerships after funding, USDA tables meaning, private/public partnership, staff time needed, building processes, contractors.

Trustee Knutson makes a motion, seconded by Trustee Stelter to authorize the Town Administrator to opt-in to Proposition 123 to increase affordable housing.

Motion passes unanimously.

6. Discussion and direction for Urban Rural Continuum about optional add-ons to contract.

Administrator Wynn explains why Urban Rural Continuum is asking about the optional add-ons and that they need to know if they need to schedule time for these.

Board discussion includes funding, time constraints, where funding from in budget.

Trustee Knutson makes a motion, seconded by Trustee Stelter to approve both optional add ins, not to exceed \$8,760.00.

Motion carries unanimously.

7. Consideration of approval of engagement letter for Sherry Caloia as water counsel.

Administrator Wynn explains that our water rights are complicated an Attorney Caloia already has knowledge of the agreements and has agreed to be retained and not raise her rates for \$5000 for the rest of the year.

Trustee Mith makes a motion, seconded by Trustee MacInnis to approve engaging Sherry Caloia as water counsel for the rest of the year.

Motion carries unanimously.

8. Consideration of Approval of sponsoring a Cadet in the Police Academy for employment commitment

Chief Laiminger explains how this type of agreement can help offset recruiting issues and not being able to compete with larger larger departments, salary-wise.

Board discussion includes whether this is an administrative decision, Chief shouldn't have to come ask for this every time if he is operating within his budget, purchasing policy, education line item would help with that in the next budget, procurement policies, prorated payback clause included in contract.

Trustee Stelter makes a motion, seconded by Trustee Valentine, to approve sponsoring a cadet un the Police Academy in the fall in return for an employment commitment.

Motion carries unanimously.

Mayor & Trustee Reports

Trustee MacInnis makes a statement that it is important to have the Town define affordable housing to fit our community and find help to get existing homes updated, let's keep that in our sights.

Adjournment

The meeting adjourns at 7:45 pm.

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

Town of Paonia

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Disbursements

Report Criteria:
Detail report:
Invoices with totals above \$0.00 included:
Only unpaid invoices included:
Invoice: Payment due date = 08/01/2023-08/23/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title
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All Copy Products Inc							
1268	All Copy Products Inc	AR4019534	SHARP MX3071 PRINTER/COP	07/28/2023	412.00		10-41-15 OFFICE SUPPLIES
Total All Copy Products Inc:					412.00		

Archuleta, Benny							
1245	Archuleta, Benny	ARCH7-1-2023	WATER SAMPLES	07/01/2023	750.00		70-51-42 CONTRACT SERVICES
1245	Archuleta, Benny	ARCH7-1-2023	WATER SAMPLES	07/01/2023	750.00		60-50-42 CONTRACT SERVICES
1245	Archuleta, Benny	ARCH8-1-2023	WATER SAMPLES	08/01/2023	750.00		70-51-42 CONTRACT SERVICES
1245	Archuleta, Benny	ARCH8-1-2023	WATER SAMPLES	08/01/2023	750.00		60-50-42 CONTRACT SERVICES
Total Archuleta, Benny:					3,000.00		

Black Hills Energy							
987	Black Hills Energy	0878832035-0	Utilities - 600 4th St - Paonia, CO	07/20/2023	74.58		10-46-28 UTILITIES
987	Black Hills Energy	5058039592-0	Utilities - 403 2nd St - Paonia, CO	07/20/2023	22.91		10-45-28 UTILITIES
987	Black Hills Energy	5058039592-0	Utilities - 403 2nd St - Paonia, CO	07/20/2023	22.91		10-46-28 UTILITIES
987	Black Hills Energy	5058039592-0	Utilities - 403 2nd St - Paonia, CO	07/20/2023	22.91		60-50-28 UTILITIES
987	Black Hills Energy	5058039592-0	Utilities - 403 2nd St - Paonia, CO	07/20/2023	22.91		70-51-28 UTILITIES
987	Black Hills Energy	5058039592-0	Utilities - 403 2nd St - Paonia, CO	07/20/2023	22.92		10-80-52-28 UTILITIES
987	Black Hills Energy	5315712897-0	Utilities - 214 Grand - Paonia, CO	07/20/2023	63.43		10-41-28 UTILITIES
987	Black Hills Energy	5315712897-0	Utilities - 214 Grand - Paonia, CO	07/20/2023	63.44		10-42-28 UTILITIES
987	Black Hills Energy	9843021504-0	Utilities - 41576 Lamborn Mesa R	07/20/2023	67.94		60-50-28 UTILITIES
Total Black Hills Energy:					383.95		

Bruin Waste							
1307	Bruin Waste	1489476	Port-a-potty rentals - 332 4th St P	07/26/2023	231.00		10-46-24 RENTALS
Total Bruin Waste:					231.00		

CDPHE							
22	CDPHE	FGD202302288	Drinking Water Fee - July 2023 to	07/25/2023	465.00		60-50-32 FEES & PERMITS

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title
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Total CDPHE: 465.00 *SPF (465.00)*

CEBT 1320 CEBT 0058637 Health, Dental & Vision 07/24/2023 20,255.00 10-0223 HEALTHLIFE INSURANCE

Total CEBT: 20,255.00 *SPF (20,255.00)*

CIRSA 23 CIRSA 231338 Deductible 06/09/2023 1,000.00 10-41-27 INSURANCE & BONDS

Total CIRSA: 1,000.00 *SPF (1,000.00)*

City Of Grand Junction 673 City Of Grand Junction 2023-00073113 Lab Tests 06/30/2023 131.00 60-50-33 DATA PROCESSING

Total City Of Grand Junction: 131.00 *SPF (131.00)*

Dependable Lumber, Inc:

46 Dependable Lumber, Inc. 2307-289121 SINKER & WASHER 07/06/2023 20.56 80-52-23 VEHICLE EXPENSE
 46 Dependable Lumber, Inc. 2307-291441 HOSE & CLAMPS 07/20/2023 27.57 60-50-22 REPAIRS & MAINTENANCE
 46 Dependable Lumber, Inc. 2307-291450 BOLTS FOR STREET SIGN 07/20/2023 .76 10-45-22 REPAIRS & MAINTENANCE
 46 Dependable Lumber, Inc. 2307-292114 WASP SPAY 07/24/2023 31.47 10-46-16 OPERATING SUPPLIES
 46 Dependable Lumber, Inc. 2307-292309 CLV GRAB HK 07/25/2023 7.29 60-50-25 SHOP EXPENSE
 46 Dependable Lumber, Inc. 2307-292399 LATEX GLOVES FOR TRASH 07/26/2023 15.99 70-51-16 OPERATING SUPPLIES

Total Dependable Lumber, Inc.: 103.64 *SPF (103.64)*

Don's Market

48 Don's Market 01-1884233 water for water breaks 07/20/2023 7.39 10-46-16 OPERATING SUPPLIES
 48 Don's Market 01-1885185 CANOLA OIL 07/21/2023 13.99 10-46-16 OPERATING SUPPLIES

Total Don's Market: 21.38 *SPF (21.38)*

Duckworks Auto Parts Inc

50 Duckworks Auto Parts Inc 110444416377 Rubber Plug for Trash Truck 07/21/2023 9.80 80-52-22 REPAIRS & MAINTENANCE

Total Duckworks Auto Parts Inc: 9.80 *SPF (9.80)*

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title
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ENVIRO-CHEM ANALYTICAL INC							
1221	ENVIRO-CHEM ANALYTICAL IN	14170673	July 2023 - no2, no3, Se, PD	07/26/2023	61.00		10-45-32 FEES & PERMITS
Total ENVIRO-CHEM ANALYTICAL INC:					61.00		

Ferguson Waterworks #1116							
1092	Ferguson Waterworks #1116	1433845	SUPPLIES	06/08/2023	5.69		60-50-22 REPAIRS & MAINTENANCE
Total Ferguson Waterworks #1116:					5.69		

Lasting Impressions							
98	Lasting Impressions	28380	PUBLIC WORKS SAFETY VEST	07/23/2023	112.00		10-45-16 OPERATING SUPPLIES
98	Lasting Impressions	28380	PUBLIC WORKS SAFETY VEST	07/23/2023	112.00		10-46-16 OPERATING SUPPLIES
98	Lasting Impressions	28380	PUBLIC WORKS SAFETY VEST	07/23/2023	112.00		70-51-16 OPERATING SUPPLIES
98	Lasting Impressions	28380	PUBLIC WORKS SAFETY VEST	07/23/2023	112.00		60-50-16 OPERATING SUPPLIES
98	Lasting Impressions	28380	PUBLIC WORKS SAFETY VEST	07/23/2023	112.00		80-52-16 OPERATING SUPPLIES
Total Lasting Impressions:					560.00		

North Fork Pool, Park & Rec.							
233	North Fork Pool, Park & Rec.	07-2023	Apple Valley Tennis Courts Lease	07/20/2023	2,000.00		10-46-22 REPAIRS & MAINTENANCE
Total North Fork Pool, Park & Rec.:					2,000.00		

North Fork Service (Ready's)							
141	North Fork Service (Ready's)	529624	Fuel - Dump Truck	06/01/2023	35.90		60-50-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529624	Fuel - Dump Truck	06/01/2023	35.90		10-46-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529624	Fuel - Dump Truck	06/01/2023	35.90		70-51-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529624	Fuel - Dump Truck	06/01/2023	35.90		10-45-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529625	Fuel - Police A5	06/02/2023	35.25		60-42-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529626	Fuel - F150 CGG811	06/05/2023	30.12		60-50-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529626	Fuel - F150 CGG811	06/05/2023	30.12		10-46-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529626	Fuel - F150 CGG811	06/05/2023	30.13		70-51-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529626	Fuel - F150 CGG811	06/05/2023	30.13		10-45-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529627	Fuel - Police A2	06/07/2023	46.30		10-42-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529628	Fuel - Gas Cans	06/07/2023	22.03		60-50-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529628	Fuel - Gas Cans	06/07/2023	22.03		10-46-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529628	Fuel - Gas Cans	06/07/2023	22.03		70-51-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529628	Fuel - Gas Cans	06/07/2023	22.04		10-45-23 VEHICLE EXPENSE
141	North Fork Service (Ready's)	529629	Fuel F150	06/07/2023	33.00		60-50-23 VEHICLE EXPENSE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title
141	North Fork Service (Ready's)	529629	Fuel F150	06/07/2023	33.00	10-46-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529629	Fuel F150	06/07/2023	33.00	70-51-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529629	Fuel F150	06/07/2023	33.00	10-45-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529630	Fuel Chevy 1/2 Ton	06/09/2023	23.35	80-50-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529630	Fuel Chevy 1/2 Ton	06/09/2023	23.35	10-46-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529630	Fuel Chevy 1/2 Ton	06/09/2023	23.35	70-51-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529630	Fuel Chevy 1/2 Ton	06/09/2023	23.35	10-45-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529631	Fuel - Police A4	06/12/2023	42.00	10-42-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529632	Fuel - Ford Sport Trac	06/13/2023	21.57	80-50-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529632	Fuel - Ford Sport Trac	06/13/2023	21.57	70-51-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529632	Fuel - Ford Sport Trac	06/13/2023	21.58	10-45-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529632	Fuel - Ford Sport Trac	06/13/2023	21.58	10-46-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529633	Fuel - Ford Explorer	06/13/2023	76.00	10-42-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529634	Fuel - Police A4	06/14/2023	53.00	10-42-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529635	Fuel - Police A5	06/15/2023	45.00	10-42-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529636	Fuel - Police A2	06/15/2023	48.00	10-42-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529637	Fuel F150	06/19/2023	36.40	80-50-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529637	Fuel F150	06/19/2023	36.40	10-46-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529637	Fuel F150	06/19/2023	36.40	70-51-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529637	Fuel F150	06/19/2023	36.40	10-45-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529638	Fuel - Police A4	06/22/2023	45.00	10-42-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529639	Fuel - F150 033QFI	06/23/2023	29.00	60-50-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529639	Fuel - F150 033QFI	06/23/2023	29.00	10-46-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529639	Fuel - F150 033QFI	06/23/2023	29.00	70-51-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529639	Fuel - F150 033QFI	06/23/2023	29.00	10-45-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529640	Police - A5	06/23/2023	30.20	10-42-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529641	Fuel Ford CQG811	06/26/2023	31.62	60-50-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529641	Fuel Ford CQG811	06/26/2023	31.62	70-51-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529641	Fuel Ford CQG811	06/26/2023	31.63	10-45-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529641	Fuel Ford CQG811	06/26/2023	31.63	10-46-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529642	Fuel - F450 AJ0448	06/27/2023	31.42	60-50-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529642	Fuel - F450 AJ0448	06/27/2023	31.42	10-46-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529642	Fuel - F450 AJ0448	06/27/2023	31.43	70-51-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529642	Fuel - F450 AJ0448	06/27/2023	31.43	10-45-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529643	Fuel - Ford Explorer and Cans - 9	06/29/2023	50.82	60-50-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529643	Fuel - Ford Explorer and Cans - 9	06/29/2023	50.82	70-51-23	VEHICLE EXPENSE
141	North Fork Service (Ready's)	529643	Fuel - Ford Explorer and Cans - 9	06/29/2023	50.82	10-45-23	VEHICLE EXPENSE

Total North Fork Service (Ready's):

1,750.94

[Handwritten signature]
8/3/23

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title
Paonia Auto Parts							
122	Paonia Auto Parts	402702	BRAKE FLUID	07/24/2023	4.19		60-50-23 VEHICLE EXPENSE
Total Paonia Auto Parts:							
					4.19		
Paonia Farm & Home Supply Inc							
125	Paonia Farm & Home Supply Inc	163544	CONTRACTOR BAGS AND DRU	07/18/2023	107.94		10-46-16 OPERATING SUPPLIES
125	Paonia Farm & Home Supply Inc	163795	HOSE	07/20/2023	31.99		10-46-16 OPERATING SUPPLIES
Total Paonia Farm & Home Supply Inc:							
					139.93		
PROFESSIONAL MANAGEMENT SOLUTIONS							
1325	PROFESSIONAL MANAGEMENT	84809	Financial Consulting - June 2023	07/21/2023	10,968.75		10-41-02 TOWN ADMIN/CONTRACT L
Total PROFESSIONAL MANAGEMENT SOLUTIONS:							
					10,968.75		
Southwestern Systems, Inc							
152	Southwestern Systems, Inc	203218	Jet Cleaning, INSPECTION ROO	07/26/2023	10,370.48		70-51-22 REPAIRS & MAINTENANCE
Total Southwestern Systems, Inc:							
					10,370.48		
TDS Telecom							
156	TDS Telecom	07302023	CREDIT BALANCE	07/10/2023	6.60		70-51-27 INSURANCE & BONDS
Total TDS Telecom:							
					6.60		
The Paper-Clip LLC							
861	The Paper-Clip LLC	2047362-0	Office Supplies	07/25/2023	385.44		10-41-15 OFFICE SUPPLIES
861	The Paper-Clip LLC	2047363-0	Office Supplies	07/24/2023	212.20		10-42-15 OFFICE SUPPLIES
Total The Paper-Clip LLC:							
					597.64		
UNCC							
161	UNCC	223071080	RTL Transmissions	07/31/2023	12.04		10-43-28 UTILITIES
161	UNCC	223071080	RTL Transmissions	07/31/2023	12.04		60-50-28 UTILITIES
161	UNCC	223071080	RTL Transmissions	07/31/2023	12.04		70-51-28 UTILITIES
Total UNCC:							
					36.12		

Please Add Supporting Detail
500 8/3/23

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title
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URBAN RURAL CONTINUUM LLC							
1323	URBAN RURAL CONTINUUM LL	PAONIA-1	Housing Needs Assessment	06/03/2023	10,010.00		10-41-75 GRANT PROJECTS
Total URBAN RURAL CONTINUUM LLC:					10,010.00		

Wilmore & Company Inc							
177	Wilmore & Company Inc	11320	CONSULTATION WITH CORY RE	07/27/2023	156.25		10-42-20 LEGAL SERVICES
Total Wilmore & Company Inc:					156.25		

Winwater Corp							
491	Winwater Corp	06865206	Sewer Main Replacement - Clay, DI	07/14/2023	626.99		70-51-22 REPAIRS & MAINTENANCE
491	Winwater Corp	07021101	COUPLINGS	07/21/2023	329.60		60-50-22 REPAIRS & MAINTENANCE
491	Winwater Corp	07022302	LEAK CLAMP AND FREIGHT	07/28/2023	1,117.15		60-50-22 REPAIRS & MAINTENANCE
Total Winwater Corp:					2,073.74		

Grand Totals: 64,740.90

Board Meeting Date: 8/18/23 Rev

Town Administrator: [Signature] 8/13/23

Finance Committee: _____

Date Reviewed: _____

Town of Paonia

Payment Approval Report - BOT
Report dates: 7/1/2023-9/30/2023

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title
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Report Criteria:

- Detail report
- Invoices with totals above \$0.00 included.
- Only unpaid invoices included.
- Invoice: Payment due date = 08/01/2023-08/23/2023

June 30, 2023

*Transmitted via email

Town of Paonia
Cindy Jones, Finance Officer
PO Box 460
Paonia, CO 81428

RE: Colorado Water Resources and Power Development Authority
Drinking Water Revolving Fund (DWRF) Leveraged Loan Program

Ladies and gentlemen:

Below is a breakdown of your loan repayment(s) due 8/1/2023

<u>Loan Number</u>	<u>Principal</u>	<u>Net Interest</u>	<u>Total</u>
D14A212	\$66,137.74	\$20,934.22	\$87,071.96
<u>Total Amount Due</u>	<u>\$66,137.74</u>	<u>\$20,934.22</u>	<u>\$87,071.96</u>

* Net interest includes administrative fee (see Exhibit C of Loan Agreement)

Payment instructions for wire transfer and ACH transfer are as follows.
Please note: If the ACH form requires a payment type, use "DDA."

Wire and ACH Instructions

RBK: US BANK NA
ABA: 091000022
BNF: US BANK NA
777 E WISCONSIN AVE
MILWAUKEE, WI 53202
A/C#: 104792954745
Additional Info: REF 14878100

If you would like to make your payments by automatic debit, or if you are unable to comply with this procedure please reach out to me prior to the payment date at (651) 466-6136 or yia.vue@usbank.com.

Thank you,

Yia Vue

Cc: Valerie Lovato, Colorado Water Resources and Power Development Authority
Samira Vetter, Town of Paonia

Town of Paonia

28



Retail Marijuana License Renewal

Valley High LLC



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

AGENDA ITEM:	Consent Agenda: Valley High LLC Retail Marijuana License Renewal
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	August 8, 2023
BACKGROUND:	<ol style="list-style-type: none">1. All forms have been filled out and submitted to the Department of Revenue and the Town of Paonia in a timely fashion.2. All fees have been submitted to the Department of Revenue and the Town of Paonia.3. The Police Department has no issues or concerns with the renewal of this license.4. The Public Works Department has no issues or concerns with the renewal of this license.5. The Clerks Office has no issues or concerns with the renewal of this license
BUDGET:	Revenue: \$2300 to 10-32-01 Monthly transaction fees to 10-31-06
RECOMMENDATION:	To Approve the Retail Marijuana License Renewal for Valley High LLC
ATTACHMENT:	<ol style="list-style-type: none">1. State Renewal Application2. Owner Renewal3. Commercial Lease

Renewal Application Information

Renewal Application Instructions and Checklist

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

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

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

See fee table on website: www.colorado.gov/revenue/med

All Forms Signed & Attached

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

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

Please go [here](#) for the affidavits and release packet each owner will need to fill out and sign (only use this if more than one owner.)

Business Information

Applicant's Legal Business Name : VALLEY HIGH LLC

License Number : 402R-00934

License Type : Retail Marijuana Store

License Expiration Date : 08/27/2023

Choose the type of grow if renewing a cultivation.

Indoor, Outdoor or Mixed : N/A

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

Mobile, etc. :

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

Trade Name(s) (DBA) : Valley High LLC

Federal Taxpayer ID (FEIN) : 853907518

Colorado Sales Tax License # : 94941709-0000

Name of Registered Agent : Micah Erickson

Ownership Type : LLC

Physical Address

Street Address of Marijuana Business : 512 2nd Street

City : Paonia

County : Delta

State : Colorado - CO

ZIP : 81428

Country : United States

Phone Number : 9705271077

Business Email : valleyhighllc@gmail.com

Mailing Address

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

City : Paonia

County : Delta

State : Colorado - CO

Zip : 81428

Country : United States

Primary Contact Person

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

Phone Number : [REDACTED]

Email : valleyhighllc@gmail.com

Questions

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

Yes/No : No

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

Yes/No : No

Do you have legal possession of the licensed premises?

Yes/No : Yes

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

Yes/No : No

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

Yes/No : No

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

Yes/No : Yes

If yes, please provide details

Details : My husband passed away in September. I just sent an exempt from ownership form over to get him removed. I will be 100% owner of this company

Please attach any applicable documents concerning the changes. (i.e. New operating agreement)

Applicable documents:

Operating agreement 1.pdf

Operating agreement.pdf

Operating agreement 21.pdf

Operating agreement 20.pdf

Operating agreement 19.pdf

Operating agreement 18.pdf

Operating agreement 17.pdf

Operating agreement 16.pdf

Operating agreement 15.pdf

Operating agreement 14.pdf

Operating agreement 13.pdf

Operating agreement 12.pdf

Operating agreement 11.pdf

Operating agreement 10.pdf

Operating agreement 9.pdf

Operating agreement 8.pdf

Operating agreement 7.pdf

Operating agreement 6.pdf

Operating agreement 5.pdf

Operating agreement 4.pdf

Operating agreement 3.pdf

Operating agreement 2.pdf

Ownership Structure

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

Corporate Owners:

Is the Owner a Natural Person? : Yes

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

First Name : Micah

Middle Name : Nichole

Last Name : Erickson

Business Associated With : Valley High LLC

Ownership Percentage in Controlling Entity/Parent Company : 100%

Ownership Percentage in Applicant : 100%

Upload affirmation and release packet(s) here for at least one Controlling Beneficial Owner.

affirmationpacket:

Hotchkiss Application.pdf

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

Yes/No : No

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

Yes/No : No

Are any owners renewing their Owners Licenses with this application?

Yes/No : Yes

Reminder!
Each owner must submit an Owner Renewal Application.

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

Yes/No : Yes

Have any CBO's been removed or moved to PBO ownership status since the prior application?

Yes/No : Yes

If Yes, list and explain.

List and explain here. : My husband Jesse Erickson passed away and is removed.

List all Indirect Financial Interest Holders (if applicable).

Interest Holder:

Local Licensing Authority

Local Licensing Authority : Town of Paonia

Local Licensing Authority Contact Name (if known) :

Contact Phone Number (if known) : (970) 527-4101

Contact Email (if known) :

Current License Status with Local Authority

Status : approved

Local License Expiration

Date of Expiration : 08/27/2023

Renewal Required Disclosures

Provide a copy of the Local Licensing Authority or Local Jurisdiction approval, licensure, and/or documentation demonstrating timely submission of pending local license renewal application.

CopyofLocallicense:

state, local, licensing 1.pdf

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

List here :

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

Consolidated Financial Statements prepared in the preceding 365 days (either calendar or fiscal year basis).

FinancialStatements:

2022 Banking 6.pdf
2022 Banking 5.pdf
2022 Banking 4.pdf
2022 Banking 3.pdf
2022 Banking 2.pdf
2022 Banking 1.pdf
2022 Banking.pdf
2022 Banking 30.pdf
2022 Banking 29.pdf
2022 Banking 28.pdf
2022 Banking 27.pdf
2022 Banking 26.pdf
2022 Banking 25.pdf
2022 Banking 24.pdf

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2022 Banking 20.pdf

2022 Banking 19.pdf

2022 Banking 18.pdf

2022 Banking 17.pdf

2022 Banking 16.pdf

2022 Banking 15.pdf

2022 Banking 14.pdf

2022 Banking 13.pdf

2022 Banking 12.pdf

2022 Banking 11.pdf

2022 Banking 10.pdf

2022 Banking 9.pdf

2022 Banking 8.pdf

2022 Banking 7.pdf

2022 Banking 37.pdf

2022 Banking 36.pdf

2022 Banking 35.pdf

2022 Banking 34.pdf

2022 Banking 33.pdf

2022 Banking 32.pdf

2022 Banking 31.pdf

2022 P & L Statement 7.pdf

2022 P & L Statement 6.pdf

2022 P & L Statement 5.pdf

2022 P & L Statement 4.pdf

2022 P & L Statement 3.pdf

2022 P & L Statement 2.pdf

2022 P & L Statement 1.pdf

2022 P & L Statement.pdf

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

Yes/No : Yes

If available online, cite location.

Online Location :

Provide a copy of any contracts, agreements, royalty agreements, equipment leases, financing agreement, security contract or any other IFIH required to be disclosed by Rule 2-230(A)(3).

Agreements:

Provide a copy of any management agreement(s).

Copyofmanagementagreements:

assistant manager job desription 1.pdf

assistant manager job desription.pdf

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

Taxdocumentation:

taxes 2022- Extension 1.pdf

taxes 2022- Extension.pdf

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

Organizational Documents- Choose which is being provided.

Choose one : Operating Agreement for LLC

Upload document

Orgdocs:

Operating agreement 1.pdf

Operating agreement.pdf

Operating agreement 21.pdf

Operating agreement 20.pdf

Operating agreement 19.pdf

Operating agreement 18.pdf

Operating agreement 17.pdf

Operating agreement 16.pdf

Operating agreement 15.pdf

Operating agreement 14.pdf

Operating agreement 13.pdf

Operating agreement 12.pdf

Operating agreement 11.pdf

Operating agreement 10.pdf

Operating agreement 9.pdf

Operating agreement 8.pdf

Operating agreement 7.pdf

Operating agreement 6.pdf

Operating agreement 5.pdf

Operating agreement 4.pdf

Operating agreement 3.pdf

Operating agreement 2.pdf

Corporate Governance Document- Choose one

Choose one : No Change

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

CertificateGoodStanding:

Certificates good standing 5.pdf

Certificates good standing 4.pdf

Certificates good standing 3.pdf

Certificates good standing 2.pdf

Certificates good standing 1.pdf
Certificates good standing.pdf

If no change, check box.

No Change :

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

Deed, lease, etc. : Lease

Upload proof of possession document here.

proofposdoc:

- Paonia Commercial lease 16.pdf
- Paonia Commercial lease 15.pdf
- Paonia Commercial lease 14.pdf
- Paonia Commercial lease 13.pdf
- Paonia Commercial lease 12.pdf
- Paonia Commercial lease 11.pdf
- Paonia Commercial lease 10.pdf
- Paonia Commercial lease 9.pdf
- Paonia Commercial lease 8.pdf
- Paonia Commercial lease 7.pdf
- Paonia Commercial lease 6.pdf
- Paonia Commercial lease 5.pdf
- Paonia Commercial lease 4.pdf

Facility Diagrams- Provide a Legible and Accurate diagram for the facility. The diagram must include a plan for the Licensed Premises AND a separate plan for the Security/Surveillance, including camera location, number and direction of coverage.

Facility Diagrams:

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

No Change :

Organizational Chart, including the identity and ownership percentage of all CBO's. (If no change check box below).

OrganizationalChart:

- Certificates good standing 4.pdf
- Certificates good standing 3.pdf
- Certificates good standing 2.pdf
- Certificates good standing 1.pdf

If no change to organizational chart, check box below.

No change to Org chart :

Affirmation & Consent

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

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

I Accept :

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

I Accept :

Applicant's Signature : Micah Nichole Erickson

Date : 07/12/2023

Tax Check Authorization and Request To Release Information

I am signing this waiver on behalf of the "Applicant/Licensee" to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee. The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado

Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information.

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

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

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

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

I Accept :

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

I Accept :

Legal Last Name : Erickson

Legal First Name : Micah

Legal Middle Name : Nichole

Signature : Micah Nichole Erickson

Date : 07/12/2023

Investigation Authorization/Authorization to Release Information

I hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

I Accept :

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

I Accept :

Applicant's Signature : Micah Nichole Erickson

Date : 07/12/2023

Applicant's Request to Release Information

1. I hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division

to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

3. I hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.

5. I do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my true and lawful attorney in fact for me in my name, place, stead, and on my behalf and for my use and benefit:

6. (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I might;

7. (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:

8. (c) To place the name of the agent presenting this request in the appropriate location on this request.

9. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

10. This power of attorney ends twenty-four (24) months from the date of execution.

11. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that he/she is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.

12. I do, for myself, my heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

13. I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.

14. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

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

I Accept :

Applicant's Signature : Micah Nichole Erickson

Date : 07/12/2023

Reasonable Care (Choose one)

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

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

I,

Field 11-2 : Micah Nichole Erickson

, as Controlling Beneficial Owner or Manager for

Field 11-5 : Valley High LLC

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

Signature of Authorized Representative : Micah Nichole Erickson

Date : 07/12/2023

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

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

I,

Field 11-13 : Micah Nichole Erickson

, as Controlling Beneficial Owner or Manager for

Field 11-15 : Valley High LLC

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

Signature of Authorized Representative : Micah Nichole Erickson

Date : 07/12/2023

Addendum A - Publicly Traded Company

Stock Trading Symbol : N/A

NAICS/SIC Code :

Name of Exchange(s) traded on :

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

Regulatory Agency:

Reporting agencies required reports submitted on: :

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

uploadlistsanc:

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

NonObjectingBeneown:

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

Description :

Attach documents requiring divestiture of any CBO that is prohibited by Section 44-10-307 that has had his or her Owner's License revoked or has been found unsuitable.

DivestiturePlan:

If the Licensee or RMB is required to have audited financial statements by another regulator (e.g. United States Securities and Exchange Commission or the Canadian Securities Administrators) the financial statements provided to the Division must be audited and must also include all footnotes, schedules, auditors' report(s), and auditor's opinion(s). If the financial statements are publicly available on a website (e.g. EDGAR or SEDAR), the Licensee or RMB may provide notification of the website link where the financial statements can be accessed in lieu of hardcopy submission.

(See Rule 2-225(G)(4)(a))

auditedfindocs:

Questions

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

Current/Not Current :

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

Yes/No :

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

Yes/No :

Addendum B- Qualified Private Fund

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

Regulatory Agency Name(s):

Reporting agencies required reports submitted on: : N/A

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

Field11-9sanc:

Questions

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

Current/Not Current :

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

Yes/No :

Addendum C- Qualified Institutional Investor

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

QII Regulators:

Reporting agencies required reports submitted on: : N/A

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

listsanc:

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

pbosbytheqii:

Questions

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

Current/Not Current :

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

Yes/No :

Addendum D- Mobile Hospitality

Vehicle Make : N/A

Vehicle Model :

Vehicle Year :

License Plate Number :

VIN :

PUC Permit Number :

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

Yes/No :

Provide the following:

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

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

documentation:

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

- a. A global position system for tracking of the mobile licensed premises.
- b. Written standard operating procedures that address the logging of the route(s).
- c. Video surveillance inside of the licensed premises, including entry and exit points to the mobile licensed premises and the driver's area of the vehicle.
- d. Proper ventilation within the vehicle, which includes, if marijuana is smoked or vaped in the licensed premises, that air is not circulated into the driver's area of the licensed premises.
- e. Policies and procedures to ensure that no Regulated Marijuana is possessed or consumed in the area designated to seat the driver and front seat passenger in the licensed premises.
- f. Methods to ensure consumption activity is not visible outside the vehicle.
- g. Policies, procedures or other measures to ensure that consumers are prohibited from entering the driver's area of the mobile licensed premises.

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

Signature :

Date :

Affirmation of Complete Application

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

I Affirm and Accept :

Signature

Field 14-2sign : Micah Nichole Erickson

Date : 07/12/2023

Customer Survey

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

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

Convenience :

Faster Service :

Time Savings :

I thought it was the only option :

Other :

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

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

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

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

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

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

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

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

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

Comments :

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

Want to be contacted :

Owner Renewal Instructions

1. Application Type

Owner: Any Controlling Beneficial Owner (CBO) who holds an Owner’s interest of 10% or more in a Regulated Marijuana Business (RMB) license, or any Executive Officer, Director or Manager who was previously found suitable for licensing, must renew.

2. Application Fully Complete

All renewals must be submitted prior to expiration. Answer every question as precisely as possible. If a question does not apply, indicate with N/A.

Notice: You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.

Applicable documents must be signed prior to submission to the MED and you must **INCLUDE A COPY OF YOUR DRIVER’S LICENSE (must be Real ID compliant)**. Owners are required to be fingerprinted every 2 years and to submit those prints as part of the renewal application. If you are unsure if you need to be printed, please contact the Lakewood office (ask for Intake).

3. Application Contents

- Main Application
- Authorization Forms

4. All Forms Signed and Attached

The following accompanying forms must be completed, signed and returned with the application.

- Tax Check Authorization and Request to Release Information
- Investigation Authorization/Authorization to Release Information
- Applicant’s Request to Release Information

5. All Requested Information Attached

- A copy of your State or Government Issued ID must be provided.
- Upon request by the Division, an Applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request.

Please note: This deadline may be extended for a period of time commensurate with the scope of the request.

6. Application and License Fees

See fee schedule on website: www.colorado.gov/revenue/med

Application fees remitted to the State Licensing Authority and/or the Department of Revenue, are non-refundable.

Renewal Application

Please Enter All Information Below

License Type : Owner- Individual

License Number : M124608

License Status : Approved

License Issue Date : 08/27/2021

License Expiration Date : 08/27/2023

Person Information

Legal Last Name : Erickson

Legal First Name : Micah

Legal Middle Name : Nichole

SSN : 512981500

Gender : Female

Race/Ethnicity : Caucasian

Date of Birth : 03/07/1979

Cell Phone Number : [REDACTED]

Home Phone Number : [REDACTED]

Email Address : valleyhighllc@gmail.com

Government Issued ID number : 99-039-0186

State/Jurisdiction : Colorado

Upload copy of DL (real ID compliant) or other Gov't issued ID here.

DL:

drivers license only.pdf

Do you live outside of the US?

Yes/No : No

Physical Address

Street Address (if outside of the US, put entire address here) : 10102 Hidden Springs Road

City : Hotchkiss

County : Delta

State : Colorado - CO

ZIP : 81419

Country : United States

Mailing Address

Mailing Address (if outside of the US, put entire address here) : 10102 Hidden Springs Road

City : Hotchkiss

County : Delta

State : Colorado - CO

ZIP : 81419

Country : United States

1. Since you last renewed, have you been convicted of ANY crime that resulted in a Felony conviction, including but not limited to, probation, parole or deferred judgment?

Yes/No : No

2. Are you currently delinquent in any past due taxes, penalties or interest due to the Colorado Department of Revenue, relating to a Regulated Marijuana Business?

Yes/No : No

3. Have you or any business entity owned by the applicant ever owned a marijuana license in this or any other jurisdiction, foreign or domestic, that was subject to any of the following actions since the last renewal:

(1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) fine; (6) revocation; (7) stipulation or settlement;

Yes/No : No

4. Are you delinquent in the payment of any child support? If so, must provide agreement to pay.

Yes/No : No

Tax Check Authorization and Request to Release Information

I,

Full Name : Micah Nichole Erickson

am signing this waiver on behalf of

Licensee : Micah Nichole Erickson

(the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e). This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of

licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

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

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

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

Legal Last Name : Erickson

Legal First Name : Micah

Legal Middle Name : Nichole

Signature : Micah Nichole Erickson

Date : 07/10/2023

Investigation Authorization

Investigation Authorization/Authorization to Release Information

I,

Full Name : Micah Nichole Erickson

hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies

a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

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

Legal Last Name : Erickson

Legal First Name : Micah

Legal Middle Name : Nichole

Signature : Micah Nichole Erickson

Date : 07/10/2023

Applicant's Request to Release Information

Applicant's Request to Release Information

1. I hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/ us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.

4. I do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my true and lawful attorney in fact for me in my name, place, stead, and on my behalf and for my use and benefit: **(a)** To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I might; **(b)** To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request: **(c)** To place the name of the agent presenting this request in the appropriate location on this request.

5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

6. This power of attorney ends twenty-four (24) months from the date of execution.

7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant.

8. I do, for myself, my heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Legal Last Name : Erickson

Legal First Name : Micah

Legal Middle Name : Nichole

Signature : Micah Nichole Erickson

Date : 07/10/2023

Affirmation of Complete Application

I state under penalty of perjury the above statements and information are true and correct to the best of my knowledge and belief, and this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a marijuana license by the State of Colorado. Further, I am aware later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of my renewal application or the revocation of my Colorado marijuana license. I am voluntarily submitting this application to the Colorado Marijuana Enforcement Division under oath with full knowledge I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law. I further consent to any background investigation necessary to determine my present and continuing suitability and this consent continues as long as I hold a Colorado marijuana license.

I Affirm :

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

I Affirm and Accept :

Signature : Micah Nichole Erickson

Date : 07/10/2023

Customer Survey

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

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

Convenience :

Faster Service :

Time Savings :

I thought it was the only option :

Other :

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

Please tell us where you learned about the online application process. : Division renewal notification

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

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

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

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

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

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

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

Comments :

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

Want to be contacted :

2.03 DELIVERY OF PREMISES. Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises on or after the "Occupancy Date" and after Landlord's receipt from Tenant of an original of this Lease fully executed by Tenant. If the Occupancy Date is prior to the Commencement Date, such early occupancy shall be subject to all of the terms and conditions of this Lease. Possession Date, September 1, 2022, Rent Commence Date September 1, 2022.

ARTICLE 3. TERM

3.01 TERM OF THIS LEASE. The term of this Lease shall commence on the Commencement Date specified herein and shall continue for the number of months set forth in Article 1 and shall continue month-to-month after the natural expiration of this Lease until terminated by either party upon the giving of a 30-day written notice to the other party. All terms contained herein shall continue in full force after the natural expiration of Lease while Tenant occupies Premises.

ARTICLE 4. RENT

4.01 RENT. Tenant hereby agrees to pay Minimum Rent ("Base Rent") and Additional Rent. The term "Rent" includes the Base Rent and Additional Rent.

4.02 BASE RENT. The minimum amount of Rent Tenant shall pay Landlord for each Lease Term set forth in Article 1. Base Rent for each Lease Term shall be payable each month, in advance, on or before the 1st day of each calendar month.

4.03 ADDITIONAL RENT. Tenant shall pay, as Additional Rent, all sums of money or charges of whatsoever nature required to be paid by Tenant to Landlord pursuant to this Lease, whether or not the same is designated as "Additional Rent". This includes, Common area and Maintenance fees, Tax, and Insurance.

4.04 PAYMENT OF RENT; NO DEDUCTION; LATE CHARGE. Tenant shall pay Rent in good funds and legal tender of the United States of America. Tenant shall pay Rent without any deduction, recoupment, set-off or counterclaim, except as may be expressly provided in this Lease or by agreement of the Parties. Tenant shall pay, as Additional Rent, a service charge of One Hundred Dollars (\$100.00) for each month, or portion thereof, that any portion of Rent is not received by the 10th of the month for Base Rent, or within five (5) days of when it is due for Additional Rent. In addition, any Rent not paid when due shall accrue interest from the due date at the rate of eighteen percent (18%) per annum. Such service charges and interest payments shall not be deemed to be consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled to herein.

ARTICLE 5. TAXES AND ASSESSMENTS

5.01 TENANT'S PROPORTIONATE SHARE OF TAXES AND PAYMENT. If Real Estate Rent al Taxes are defined in Article 1, Tenant shall pay to Landlord, as Additional Rent, Tenant's Proportionate Share of all real estate and other ad valorem taxes and assessments of every kind and nature with respect to the Premises ("Taxes"). In the event any assessments are required by the tax authorities to be paid in annual installments, only the amount of such annual installment and statutory interest shall be included within the computation of the annual taxes for the Lease Term in question. Tenant shall pay its proportionate share of Taxes as provided in Article 8.6.

5.02 RENT TAX. Should any governmental taxing authority acting under any future law, ordinance, or regulation levy, assess or impose a tax, excise, or assessment other than an income or franchise tax upon or against or measured by the Rent, or any part of it, Tenant shall pay such tax, excise an/or assessment when due or shall on demand reimburse Landlord for the amount thereof. As the case may be.

may, after written notice to Tenant (and under proper protest if requested by Tenant), pay such taxes and assessments, and Tenant shall reimburse Landlord therefor within (10) days after demand by Landlord, provided however, Tenant, at its sole cost and expense, shall have the right, with Landlord's cooperation, to bring suit in any court of competent jurisdiction to recover the amount of any such taxes so paid under protest.

ARTICLE 6. TENANT'S CONDUCT OF BUSINESS

6.01 OPEN FOR BUSINESS. Tenant hereby agrees that, from and after opening for business in the Leased Premises, Tenant will continuously and uninterruptedly keep open and operate its entire business operation in the Premises for the purpose specified in Article 1. In accordance with Tenant's normal operating procedures and requirements.

ARTICLE 7. USE OF PREMISES

7.01 USE OF PREMISES. The Premises shall be used for purpose specified in Article 1 and for no other purpose without prior written consent of Landlord. Tenant shall not do, or permit to be done, in or about the Premises, nor bring or keep or permit to be brought or kept herein, anything which is prohibited by or will in any way conflict with any law, state, ordinance, or governmental rule or regulation now in force, or which may hereafter be enacted or promulgated, or which is prohibited by any standard form of fire insurance policy, or which will in any way increase the existing rate or affect any fire or other insurance upon the Premises or any of its contents, or cause a cancellation of any insurance policy covering the Premises or any part thereof or any of its contents.

ARTICLE 8. COMMON AREAS

8.01 MAINTENANCE. Landlord agrees to maintain, as part of Common Area Costs, the Common Areas in good condition; provided, however, that the manner in which the Common Areas shall be maintained shall be solely determined by Landlord. If any owner or Tenant of any portion of the Property maintains Common Areas located upon its parcel or premises (Landlord shall have the right, in its sole discretion, to allow any purchaser or Tenant to so maintain Common Areas located upon its parcel or premises and to be excluded from participation in the payment of Common Area Costs), Landlord shall not have any responsibility for the maintenance of that portion of the Common Areas and Tenant shall have no claims against Landlord arising out of any failure of such owner or Tenant to so maintain its portion of the Common Areas. Tenant is responsible for the maintenance of the HVAC/Swamp Cooler units. There must be a minimum of 2 maintenance service call scheduled per year. If unit needs to be replaced Landlord will contribute 75% towards the replacement. Should Tenant fail to take proper preventative measures to maintain such equipment, Tenant shall pay, at its expense, all fees associated with repair or replacement.

8.02 COMMON AREAS DEFINED. "Common Areas" means all areas, facilities, and improvements provided in the Center or Premises for the convenience and use of patrons of the Center Premises, to which is owned by Landlord or Property Owner, and shall include, but not be limited to, all areas, all parking areas and facilities, sidewalks, stairways, landscaped areas, access, and lighting facilities. **TENANT IS RESPONSIBLE FOR SNOW REMOVAL AND WEED CONTROL AROUND THEIR UNIT (if applicable).**

8.03 LANDLORD'S CONTROL. Landlord shall at all times have the sole and exclusive control, management and direction of the Common Areas and the right to make reasonable changes to the Common Areas and may at any time exclude and restrain any person from use or occupancy thereof. The rights of Tenant in and to the Common Areas are subject to the rights of others to use the same in common with Tenant. Landlord may at any time and from time to time

Costs* means all costs incurred in a manner deemed by Landlord, using prudent business judgement, to be reasonable and appropriate and for the best interests of the property in connection with the management, operation, maintenance, deferred maintenance, replacement and repair of the Common Areas, including but not limited to security, landscaping, utilities, painting, striping, lighting, management fee and pest control among other items.

8.05 TENANT'S PROPORTIONATE SHARE OF COMMON AREA COSTS, TAXES, AND INSURANCE. If Common Area Fees are not included in the Base Rent in Article 1, Tenant agrees to pay Landlord, as Additional Rent, Tenant's proportionate share of common area costs, taxes and insurance as set forth in Article 1.

ARTICLE 9. HAZARDOUS SUBSTANCES

9.01 RESTRICTION ON USE. Tenant shall not use or permit the use of the premises for the generation or storage, treatment, use, transportation handling or disposal of any chemical, material or substance which is regulated as toxic or hazardous or exposure to which is prohibited, limited or regulated by any governmental authority, or which, even if not so regulated, may or could pose a hazard to the health or safety of persons on the premises or other Tenants or occupants of the property adjacent their two, and no such chemical, material or substance shall be brought onto the premises without the Landlords express written approval. Tenant agrees that it will at all times observe and abide by all laws and regulations relating to the handling of such materials and will promptly notify Landlord of (a) the receipt of any warning notice, notice of violation, or complaint received from any governmental agency or third-party relating to governmental compliance and (b) any release of hazardous materials on the premises and/or shopping center. Tenant shall, in accordance with applicable laws, carry out, at its soul cost and expense, any remediation required as a result of the release of any hazardous substance by Tenant or by Tenant's agents, customers, employees or contractors from the premises. Notwithstanding the foregoing, Tenant shall have the right to bring onto the Premises a reasonable amount of cleaning materials and the like necessary for the operation of the Tenants business, but Tenants liability with respect to such materials shall be a set forth in this Article.

9.02 INDEMNIFICATION. To the fullest extent permitted by law, Tenant agrees to promptly indemnify protect, defend and hold harmless Landlord and Landlords partners, Property Owners, officers, directors, employees, agents, successors and assigns (collectively, "Landlord Parties"), from and against any and all claims, damages, judgments, suits, causes of action, losses, liability, penalties, fines, expenses and costs, including, without limitation, cleanup, removal, remediation, and restoration cost, summons paid and settlement of claims, attorneys' fees, consultant fees, expert fees, and court costs) which arise or result from any environmental contamination on, in, under or about the premises, Landlords building or any portion of the property and which are caused by or permitted by Tenant or any of Tenant's agents, employees, customers, subtenants, assignees, licensees, or contractors (collectively, "Tenant Parties").

9.03 SURVIVAL. The provisions of this Article shall survive the termination of this Lease.

ARTICLE 10. ALTERATIONS TO PREMISES

10.01 ALTERATIONS; DAMAGES. Tenant shall make no structure alterations, additions, or changes in or to the premises without Landlord's prior written consent. To which no reasonable request shall be denied.

10.02 COMPLIANCE WITH LAWS. Any permitted changes, alterations and addition made by Tenant shall be performed strictly in accordance with applicable laws, rules, regulation and building codes relating thereto including, without limitation. Tenant shall obtain or cause its contractors to obtain Worker's Compensation insurance and commercial

11.02 INDEMNIFICATION BY TENANT. Tenant here by agrees to indemnify and save Landlord harmless from all claims, actions, judgments, suits, losses, fines, penalties, demands, costs and expenses and liability whatsoever, including reasonable attorney's fees, expert fees and court costs ("Indemnified Claims") on account of (i) any damage or liability occasion in whole or in part by any use or occupancy of the premises or by any act or omission of Tenant or the Tenant parties (ii) the use of the premises and common areas and conduct of Tenants business by Tenant or any Tenants parties, or any other activity, work or thing done, permitted or suffered by Tenant or any Tenants parties in or about the premises, Landlords building; and/or (iii) any default by Tenant of any obligations on Tenants part to be performed under the Lease terms. In case any action or proceeding is brought against Landlord, or any Landlord Parties by reason of any such Indemnified Claims, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel approved in writing by Landlord, which approval shall not be unreasonably withheld. Tenant shall not be liable for damage or injury occasioned by the negligence or willful acts of the Landlord or its agents, contractors, servants, or employees unless such damage or injury arises from perils against which Tenant is required by this Lease to ensure and then only to the extent of such insurance. Tenant's indemnification obligation under this Article 11. Two shall survive the expiration or earlier termination of this Lease. Tenant's covenants, agreements, and indemnification in sections 11.1, 11.2 and 11.7, are not intended to and shall not relieve any insurance carrier of its obligations under policies required to be carried by Tenant pursuant to the provisions of this Lease.

11.03 INSURED'S WAIVER. In the event of loss or damage to the property of Landlord, Property Owner, or Tenant, each party will look first to its own insurance before making any claims against the other. To the extent possible, each party shall obtain, for all policies of insurance required by this Lease, provisions permitting waiver of subrogation against the other party, and each party, for itself and its insurers, here by waves the right to make any claim against the other (or its agents, employees, or insurers) for loss or damage covered by the insurance requirements of this Lease.

11.04 TENANT'S INSURANCE.

04(1) Tenant agrees that, from and after the date of delivery of the Premises to Tenant, Tenant will carry at its sole cost and expense the following types of insurance, in the amount specified and, in the form, hereinafter provided for:

- a(i) Public liability and property damage insurance covering the premises and Tenants use thereof against claims for personal injury or death and property damage occurring upon, in or about the premises, such insurance to afford protection to the limit of not less than \$2,000,000 in respect of injury or death of any number of persons arising out of anyone occurrence and such insurance against property damage to afford protection to the limit of not less than \$1,000,000 in respect to any instant of property damage. The insurance coverage required under this Article 11.04(04)(1) shall, in addition, extend to any liability of Tenant arising out of the indemnities provided for in Article 11.3; and

- a(ii) Tenant improvements and property insurance covering all of the items included in Tenants work, Tenants Leasehold improvements, heating, ventilating and air conditioning equipment, trade fixtures, signage and personal property from time to time in, on or upon the premises and, to the extent not covered by Landlords similar insurance, alterations, additions or changes made by Tenant pursuant to Article 10, in an amount not less than their full replacement cost, providing protection against perils included within standard forms of fire and extended coverage insurance policy, together with insurance

interest from time to time designated in writing by notice by Landlord to Tenant. Said policies shall be for the mutual and joint benefit and protection of Landlord, Property Owner, and Tenant and executed copies of each such policy of insurance or a certificate thereof shall be delivered to Landlord within 10 days after delivery of possession of this premises to Tenant and thereafter within 30 days prior to the expiration of each such policy. As often as any such policies shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All such policies of insurance shall contain a provision that the company writing said policy will give Landlord at least 30 days' notice in writing in advance of any cancellation, or laps, or the effective date of any reduction in the amounts, or insurance. All such public liability, property damage and other casualty policies shall be written as primary policies which do not contribute to any party which may be carried by Landlord. All such public liability and property damage policy shall contain a provision that Landlord, although named as an insured, shall never last be entitled to recover under said policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant. Any insurance provided for an Article 11. Four may be affected by a policy of blanket insurance, covering additional items or locations or insurance; provided, however, that (i) Landlord Shelby named as additional insured thereunder as its interest me a peer; (ii) the coverage of forwarded Landlord will not be reduced or diminished by reason of the use of such a blanket policy of; (iii) any such policy or policies (except any covering the risks referred to an Article 11.4 shall specify therein (or Tenant shall furnish Landlord with a written statement from the insurers under such policy specifying) the amount of the total insurance allocated to the "Tenant Improvements and Property" more specifically detailed in Article 11.4; and (iv) the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies thereof are not delivered to Landlord.

11.05 LANDLORD'S INSURANCE.

05(1) Landlord, as part of the common area cost, at all times during the term maintain in effect a policy or policies of insurance covering the Landlord's building and the common areas excluding Tenant improvements and property required to be insured by Tenant pursuant to Article 11.4 in an amount not less than the full replacement cost (exclusive of the cost of excavations, foundations and footings), providing protection against perils included within standard forms of fire and extended coverage insurance, policies, together with insurance against sprinkler damage, vandalism, and malicious mischief, and such other risks as Landlord may from time to time determine and with any such deductibles deems to be reasonable. Any insurance provided for in Sections 11.5 may be affected by a policy or policies of blanket insurance, covering additional items or locations, or insured, provided that the requirements in Article 11.5 are otherwise satisfied. In addition, at Landlord's option, Landlord may elect to self-insure all or any part of such required insurance coverage. Landlord may, but shall not be obligated to, carry any other form or forms of insurance as Landlord or the mortgagees of Landlord may reasonably determine is advisable. All insurance required hereunder may be referred to as "Insurance".

05(2) Landlord may carry Rent insurance with respect to the premises in an aggregate amount equal to not more than 12 times the sum of the monthly requirement of minimal annual Rent, plus the sums of the amount estimated by Landlord to be payable by Tenant for Additional Rent for the month immediately prior to the month in which the policy is purchased or renewed.

05(3) If Landlord Insurance is not included in Base Rent as defined in Article 1, Tenant agrees to pay Tenants proportionate share of premiums for the insurance provided pursuant to this Lease. Tenant shall have no rights in any insurance maintained by Landlord, nor shall Tenant be entitled to be a named insured thereunder.

11.07 LIMIT OF LANDLORDS'S RESPONSIBILITY. Except to the extent such matter is not covered by the insurance required to be maintained by Tenant under this Lease and is attributable to the negligence or willful misconduct of Landlord, Landlord shall not, without limiting the generosity of Article 11. One hereo, be responsible or liable to Tenant or the Tenant parties for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying space in any other part of the premises, or for any loss or damage resulting to the Tenant or its property from bursting, stoppage or leaking of water, gas, sewer or steam pipes or for any damage caused by water leakage from any part of the premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other places or by dampness or by any other cause whatsoever nature, or loss of property within the premises from any cause whatsoever or any damage caused by other Tenants or persons in the premises, occupants of adjacent property of the premises, or the public, or caused by construction of any private, public or quasi- public work.

ARTICLE 12. DESTRUCTION

12.01 DESSTRUCTION. Subject to the provisions of 12.2, 12.3 and 12.4 below, if the premises shall be damaged by any casualty, Landlord shall promptly restore same to their condition immediately prior to the occurrence of the damage to the extent of insurance proceeds received, and the minimum Rent and other charges shall be updated proportionately as to that part of the premises rendered untenable.

12.02 LANDLORDS ELECTION. If the (i) are rendered wholly untenable, or (ii) are substantially damaged (i.e. The cost to repair or replace exceeds 50% of their value) as a result of a wrist which is not covered by Landlords insurance, (iii) are substantially damaged during the last year of the term or any renewal term hereof, regardless of insurance coverages (iv) or the building of which they are a part, whether the premises are damage or not, or all of the buildings which then comprise the premises are damage to the extent of 50% or more of the value thereof, show that the premises cannot in the reasonable judgment of Landlord be operated as an integral unit or(v) the holder of any mortgage, deed of trust or other lien requires the use of all or any part of Landlords insurance proceeds in satisfaction of all or part of this indebtedness secured by any such mortgage, deed of trust, or other lien, then or in any such events, Tenants liability for Rent , subject to the provisions regarding abatement of minimum Rent and other charges contain above, shall continue until the date of termination of this Lease, or any automatic renewal terms.

12.03 TENANT'S ELECTION. If Landlord fails to commence the restoration within 120 days after the casualty and such delay is not caused by Tenant, or any Tenant parties, or any events of force majeure, Tenant shall have the right to terminate this Lease by notice to Landlord given prior to Landlord's commencement of construction. In addition, Tenant shall have the right to terminate this Lease by getting written notice to Landlord of exercise thereof within 120 days after the date Landlords building is damaged or destroyed if:

- 03(1) A substantial part of the premises remains tenable after damage or destruction thereof from any cause;
- or,
- 03(2) The damage or destruction of the Landlords building occurs within the last 12 months of the term.

12.04 REPAIR, ETC. Any event Landlord elects to repair the damage, any abatement of Rent shout and the (i) 60 days after notice by Landlord to Tenant that the premises have been repaired (ii) the date Tenant reopens the damage premises for business. Unless this Lease is terminated by Landlord, Tenant shall re-fixture the premises in a manner and to a condition equal to the existing prior to instruction or casualty, and the proceeds of all insurance carried by Tenant on his property and improvements shall be held in trust by Tenant for the purpose of said repair and replacement.

Landlord shall not in any way be liable to Tenant on account of its failure to make repairs and less Tenant shall have given Landlord written notice and afforded Landlord a reasonable opportunity to affect the same after such notice.

13.02 TENANT'S DUTY TO MAINTAIN. Tenant will, its own cost and expense, maintain the premises, except that part Landlord has agreed to maintain, in good antenna condition, and make all repairs to the premises and every part thereof as needed. Tenant's obligations under this Article shall include, but not be limited to, modifying, repairing and maintaining items such as weed maintenance, Snow removal, trash removal, exterior signage and lighting, and other items as are required by any governmental agency having jurisdiction thereof, whether the same is ordinary or extra ordinary, foreseen or unforeseen, but not structural, interior walls and glass, and the interior portions of exterior walls, ceilings, utility meters, pipes and conduit's within the premises, and all utility meters, and all pipes and conduit's outside the premises between the premises and the ser HVAC equipment, whether such equipment is located inside or outside the premises, sprinkler equipment, and other equipment within the premises, the store fronts and all exterior glass, all of Tenants signs, locks and closing devices, and all window sashes, casement or frames, doors and door frames; provided that Tenant shall make no adjustment, alteration or repair of any kind for any part of any sprinkler or sprinkler alarm system in or serving the premises without Landlords prior approval. Tenant shall contract with a reputable licensed and bonded service company for the preventative maintenance of the HVAC or swamp cooler system and a copy of the service contract, shall be furnished by Tenant to Landlord within 30 days after Tenants' occupancy, and a copy of any subsequent contract shall be furnished by Tenant to Landlord within 10 days after the same becomes effective. Such service contract must provide for at least two visits, inspection, and services each year and the regular changing of filters, if applicable. Landlord reserves the right at any time during the Lease term or any option periods to enter a master HVAC maintenance contract and build Tenant for its portion thereof. Notwithstanding the foregoing, Landlord will certify the HVAC equipment is in good working condition as of the date of this all-broken glass, both exterior and interior, shall be promptly replaced by Tenant with glass of the same kind, size, and quality. Tenant shall permit no waste damage or injury to the premises and Tenant shall initiate and carry out a program of regular maintenance and reasonable repair of the premises. Tenant will not overload the electrical wiring servicing the premises and will install, at its expense, with Landlords written approval, any additional electrical wiring required in connection with Tenants apparatus. Landlord shall be under no obligation to make any repairs, replacements, reconstruction, alterations, or improvements to or upon the premises or the mechanical equipment exclusively serving the premises except as expressly provide for herein. Landlord shell transferred to Tenant any applicable warranties affecting the premises for Tenants benefit during the term of this Lease; provided, however, Landlord shot also be entitled to such benefit of such warranties.

13.03 LANDLORD'S RIGHT OF ENTRY AND USE. Landlord and its authorized representatives may enter the premises at any and all times during usual business hours of the premises occupants for the purpose of inspecting or repairing the same. Landlord has the right to lock any Tenant space that has begun construction without Landlords authority or approval. Landlord will provide a 24-hour notice to Tenant, at which not request be denied.

13.04 CONFLICTS. If there is a conflict between the provisions of this Article 13 an Article 12, the provisions of Article 12 shall govern.

ARTICLE 14. UTILITIES AND GARBAGE DISPOSAL

14.01 GAS, GARBAGE DISPOSAL, WATER, SANITARY SEWER, TELEPHONE AND ELECTRIC SERVICE. Unless otherwise noted in this Lease, Tenant shall pay for all utilities and sanitary services used within the premises and make such deposits or pay such a permit required by the utility or sanitary service company providing the same. Landlord

materials used on the premises made at the request of, or on order of or to discharge an obligation of, Tenant. This paragraph shall be construed so as to prohibit, in accordance with the provisions of Colorado law, the interest of Landlord in the premises or any part thereof from being subject to any lien for any improvements made by Tenant or any third-party on Tenants behalf (except Landlord) to the Premises. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of lien by a party engaged by Tenant or Tenants contractor or material men to work on the premises shall be filed against the premises or any part thereof, Tenant, within 10 days after notice of the filing thereof, will cause the same to be discharge of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien or notice of lien to be discharged and released of record within the period aforesaid, then, in addition to any other right or remedy, Landlord may discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding procedures. Any amount so paid by Landlord and all costs and expenses, including attorney's fees and court costs, incurred by Landlord in connection therewith and including interest at the default rate, shall constitute Additional Rent and shall be paid by Tenant to Landlord on demand, or be deducted from Tenant allowance money is owed to Tenant by Landlord.

ARTICLE 16. SIGNAGE

16.01 SIGNAGE. Tenant shall at their own expense erect a sign on the exterior sign band of the premises, which sign shall conform to the general material, size in appearance of other Tenants, if applicable, signs at the premises (ii) being strict conformity with any guidelines or same criteria adopted by Landlord with respect to the premises, and must be in accordance with all the applicable (iv) be installed by a licensed and bonded contractor or other party Landlords prior reasonable approval, and (v) be otherwise subject to Landlord written approval, which shall not be unreasonably withheld. Landlord will not be liable to Tenant for any Tenant's contractor or city requirements pertaining to signage.

ARTICLE 17. ASSIGNMENT AND SUBLETTING

17.01 RESTRICTIONS ON ASSIGNMENT. Tenant shall have no right to transfer, assign, sublet, enter into license or concession agreements, or mortgage or hypothecate this Lease or the Tenants interest in the premises or any part thereof without Landlords explicit written consent, which shall not be unreasonably withheld. Any transfer of this Lease from Tenant by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "assignment" for the purposes of this Lease.

17.02 NO RELEASE. No transfer will release Tenant of their obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. Consent by Landlord to one transfer will not be deemed consent to any subsequent transfer. In the event of default by any transferee of Tenant or any successor Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such transferee or successor.

ARTICLE 18. DEFAULTS BY TENANT

18.01 EVENTS OF DEFAULT. The following shall each be deemed to be an event of default, each of which is sometimes referred to as an "Event of Default" in this Lease.

01(1) Any part of the Rent required to be paid by Tenant under this Lease shall at any time be unpaid for 5 days after written notice there any such Rent is due.

01(2) Tenant fails in the observance or performance of any of its other covenants, agreements or conditions provided for in this Lease, and said failure shall continue for a period of 30 days after written notice thereof from

any of its rights provided in law or at equity; provided, however: (a) Tenant shall have no right to offset or a base Rent in the event of any default by Landlord under this Lease; (b) Tenant shall have no right to terminate this Lease; and Tenants rights and remedies here and under shall be limited (i) expressly weighed in this Lease any of such right or remedies (ii) this Lease otherwise expressly limits Tenants rights or remedies. Notwithstanding anything contain in this Lease to the contrary, the obligations of Landlord under this Lease, including any actual or alleged breach or default by Landlord, do not constitute personal obligations of the individual partners, property managers, directors, officers, members or shareholders of Landlord, Property Owner, Landlords partners, and Tenant shall not seek recourse against the individual partners, directors, property managers, officers, authorized representative, members or shareholders of Landlord or against Landlords partners, Property Owners, or any other persons or entities having an interest in Landlord, or Property Owner, or any of their personal assets for satisfaction of any liability with respect to this Lease.

19.02 TRANSFER OF PROPERTY OWNERS INTEREST. In the event of the sale or other transfer of Property Owners interest in the premises, except in the case of a sale – Leaseback financing transaction in which Property Owner is the Lessee, Landlord or Property Owner shall transfer and assign to such purchaser or transferee the security deposit where upon Landlord shall be deemed released from all liability and obligations hereunder arising out of any act, occurrence or omission relating to the premises or this Lease occurring after the consummation of such sale or transfer. Tenant agrees to attorn to any successor, assignee, mortgagee or ground lessor of Landlord and such party shall not disturb Tenants right to the possession of the premises as long as Tenant is not in default hereunder.

ARTICLE 20. SUBORDINATION AND ATTORNMENT

20.01 SUBORDINATION OF LEASE AND TENANT'S ATTORNMENT. His Lease is subordinate to the lien of all mortgages, deeds of trust, security interest, ground Leases, easement agreements and any covenants, conditions, and restrictions, collectively, superior interest, now or hereafter covering all or any part of the premises, and to all amendments, modifications, consolidation, renewals, replacements, and extensions thereof. Tenant also agrees that, if any mortgagee elects to have this Lease prior to the lien of its mortgage and signify such election in the instrument creating its lean, or by separate recorded instrument, this Lease shall be priority and dignity to such mortgage. In the event of any proceedings brought for the enforcement of any such instrument of any superior interest holder, including but not limited to a mortgage or Lease, Tenant shall, upon demand by the superior interest hold or attorn and recognize such superior interest holder as Landlord under this Lease. In the event of a sale or assignment of Landlords or Property Owners' interest, under this Lease or in the premises, Tenant shall a torn to and recognize such purchaser or assignee as Landlord under this Lease without further act by Landlord or such purchaser or assignee. Tenant here by waives it's right under any current or future law which gives or purports to give Tenant any right to terminate or otherwise adversely affect this Lease and the obligations of Tenant hereunder in the event of such foreclosure proceeding or sale.

20.02 INSTRUMENTS TO CARRY OUT INTENT. Tenant agrees that, to confirm the provisions of this article, but in no way limiting the self-operative affective said provisions, Tenant shall executing deliver whatever instruments may be required for such purposes within 20 days following Landlords written request. Should Tenant fail to sign and return any such instrument within said 20-day period, the same shall be deemed executed by Tenant.

ARTICLE 21. ESTOPPEL CERTIFICATES

due, or is adjudicated a bankrupt, or Tenant institutes any proceedings under any federal or state insolvency or bankruptcy law, or under any other act relating to the subject of bankruptcy wherein the Tenant seeks to be adjudicated as bankrupt or to be discharged of its debts, or to affect a plan of liquidation, composition of re-organization, or should any involuntary proceedings be filed against Tenant or any such guarantor under any such insolvency or bankruptcy law and such proceeding not be removed within 90 days thereafter. If any insolvency proceedings, such as those referred to in this Article 18.1, are instituted against Tenant, the premises shall not become an asset in any such proceedings.

18.02 LANDLORD'S REMEDIES. If any Event of Default occurs, Landlord may treat the occurrence of such a vent as a breach of his Lease and, in addition to any and all other rights or remedies of Landlord in this Lease or by law or in equity provided, Landlord shall have the option and write without further notice or demand to Tenant or any other person:

02(1) Declare the term ended and enter the premises and take possession thereof and remove all persons there from, and Tenant shall have no further claim thereon or thereunder.

02(2) Bring suit for the collection of Rent as a cruise pursuant to the terms of this Lease and damages including consequential damages without entering into possession of the premises or canceling this Lease.

02(3) Retake possession of the premises from Tenant by summary proceedings or otherwise, either with or without terminating this Lease, and to sue Tenant for an amount equal to the remaining Rent to become due during the term, or any extension. Then in effect, less the fair Rent al value of the premises over the remaining term, such Rent al value to be reduced by the actual or reasonably estimated cost of reletting and repairs and leasing commissions. Alternatively, Landlord may, after such retaking of possession, reel the premises or any portion thereof. Tenant shall pay to Landlord all monthly deficits in Rent after such re-entry in monthly installments as the amounts of such deficits from time to time or ascertained. Such deficiencies shall be calculated and paid monthly; Tenant shall have no right to any access. Should Landlord enter or take possession of the premises as aforesaid, Landlord shall have the right, but not the obligation, to remove all or any part of the personal property located bar in and may place the same in storage at a public warehouse or location that is reasonably priced, secured, and accessible, at the expense and risk of the owner or owners of such personal property thereof.

18.03 ATTORNEYS' FEES AND COSTS. In the event that any action, suit, or other proceeding is initiated concerning or arising out of this Lease, the prevailing party shall recover all of such parties' costs and attorney's fees recently incurred in each and every action, suit or other proceeding, including any and all appeals or petitions therefrom from the non-prevailing party. As used herein, attorneys' fees show me the full an actual cost of any legal services rendered in connection with the matters involved, calculated on the basis of the usual fee charge by the attorney performing such services.

18.04 TENANTS PROPERTY TO REMAIN. If there is an event of default, all of the Tenants fixtures, furniture, equipment, improvements, additions, alterations, and other personal property shall remain on the premises and, in the event and continuing during the length of said default, Landlord shall have the right to take the exclusive possession of same and to use same, without cost, until all the faults are cured or, at its option, at any time during the term to require Tenant to forthwith remove same.

ARTICLE 19. LIMITATION OF LANDLORDS LIABILITY

ARTICLE 22. QUIET ENJOYMENT

22.01 FAITHFUL PERFORMANCE. Upon payment of the Rent herein provided for and the observance and performance of all the agreements, covenants, terms, and conditions to be observed and performed by the Tenant, Tenant shall peacefully and quietly hold and enjoy the premises for the term without hindrance or interruption by Landlord or any person or persons lawfully or equitably claim by, through or under Landlord.

ARTICLE 23. SURRENDER AND HOLDING OVER

23.01 DELIVERY AFTER TERM. Tenant shall deliver up and surrender to Landlord possession of the premises upon the expiration or earlier termination of the term, broom clean, free of debris, in good order, condition and state of repair, except as may be Landlord's obligation under this Lease an ordinary wear and tear and damage from causes beyond Tenants reasonable control, and shall deliver the keys to Landlord at the address to which notices to Landlord art to be sent or such other address as specifically designated by Landlord prior determination. If not sooner terminated as here and provided, this leash shall terminate at the end of the term as provided for an Article 3 without the necessity of notice from either Landlord or Tenant with the exception to month-to-month Leases, which shall automatically renew if a 30 day written notice is not provided to the party terminating the Lease, Tenant here by waving notice to vacate the premises and agreeing that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a Tenant holding over, including Rent al at a rate of 150% the then current Rent for any continued tenancy beyond date of termination.

23.02 EFFECT OF HOLDING OVER; RENT. If Tenant or any party claiming under Tenant remains in possession of the premises, or any part thereof, after any termination or expiration of this Lease, no tenancy or interest in the premises shall result therefrom, but such holding over shall be on unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as liquidated damages, a sum equal to all percentage Rent , if any, and Additional Rent provided for in this Lease during any period which Tenant shall hold the premises after the term has expired, plus an amount computed at the rate of double the minimum Rent for such period. In addition, Tenant shall indemnify, protect, defend, by counsel approved in writing by Landlord, and hold harmless Landlord and Property Owner, from and against any and all claims, judgments, suits, causes of action, damage, losses, liabilities, and expenses, including attorney's fees and court costs, resulting from such failure to surrender, including, without limitation, any claim made by any succeeding Tenant based thereon. The foregoing indemnity shall survive the expiration or earlier termination of his Lease. Before going provisions of this Article 23.2 are in addition to, and do not affect Landlord's right or reentry or any other rights of Landlord hereunder or otherwise provided by law or equity.

ARTICLE 24. CONDEMNATION

24.01 ALL OF PREMISES TAKEN. If the whole of the premises shall be taken either permanently or temporarily by any rate of eminent domain or convenience in lieu thereof, each being hereinafter referred to as "condemnation", this Lease shall terminate as of the day possession shall be taken by the condemning authority.

24.02 OWNERSHIP OF AWARD. All damages for any condemnation of all or any part of the building, including, but not limited to, all damages as compensation for dominion ration in the value of the Leasehold, reversion, and fee, shall be long to the Landlord without any deduction there from for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title, and interest to any such award. Although all damages in the event of any

ARTICLE 25. MISCELLANEOUS

25.01 INTERPRETATION

01(1) The captions appearing in this Lease are inserted only as a matter of convenience and in no way amplify, define, limit, construe or describe the scope or intent of such sections of the Lease. The neuter, feminine or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

01(2) Together by Tenant and Landlord, so that this Lease shall not be construed for or against Landlord or Tenant, but this Lease shall be interpreted in accordance with the general tenor of the language in an effort to reach the intended result.

01(3) This Lease may contain ambiguous language when referencing Landlord and Property Owner. The Landlord as referenced in this Lease is subordinate to the Property Owner and has been authorized and retained by Property Owner as their Property Manager to secure Tenants, execute and negotiate Leases, maintain Premises, collect Rent s and deposits, sue and/or evict for unpaid Rent and/or damages, be the primary contact and intermediary between Tenant and Property Owner, and carry the day-to-day business of managing the Premises. Landlord as referenced in this Lease, when not apparent that is referencing the Property Owner, has no ownership or interest in the premises other than as a authorized representative of Property Owner. All claims for unreturned deposits that have not been directly paid to Vertex Realty Partners or Vertex Property Management will remain the sole responsibility of the Property Owner to return and maintain such deposits.

25.02 RELATIONSHIP OF PARTIES. Nothing herein contain shall be construed as creating any relationship between the parties other than the relationship of Landlord and Tenant, nor cards either party to be responsible in any way for the acts, debts, or obligations of the other.

25.03 NOTICES.

03(1) Any notice, demand, request, approval, consent or other instrument which may be or is required to be given under this Lease shall be in writing and shall be given by United States certified mail, return receipt requested, postage prepaid, or when delivered to a courier such as FedEx, address to the party to be notified at the addressed of such party set forth in Article 1, or two such other address as such party may from time to time designate by notice to the other in accordance with this section and notice shall be affective upon the first to occur: delivery, refusal, or first attempt to deliver as shown on delivery receipt.

03(2) No notice that is required to be given to Landlord shall be effective for any purpose unless and until a true copy thereof is given.

25.04 SUCCESSORS. This Lease shall inherit to the benefit of and be binding upon Property Owner and Landlord, it's successors and assigns, and shall be binding upon Tenant, its successors, and assigns, and shall endure to the benefit of Tenant and only such a sign of Tenant to whom the assignment by Tenant has been made and consented to in accordance with the provisions of this Lease, if such consent is required hereunder.

25.05 UNAVOIDABLE DELAYS. Any event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to produce labor or

be premises covered herein, shall also be excluded from the provisions of this article. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a part.

25.06 ENTIRE AGREEMENT. There is no oral agreement between the parties here to affecting this Lease, and this Lease supersedes and canceled any and all previous negotiations, arrangements, letters of intent, Lease proposals, brochures, agreements, representations, promises, warranties and understanding between the parties here to or display by Landlord to Tenant with respect to the subject matter thereof. This Lease, including the exhibits and any writer addenda, sets for all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the premises. No alteration, amendment, change or addition to this Lease shall be binding upon Property Owner or Landlord or Tenant unless reduced in writing signed and mutually delivered between them.

25.07 APPLICABLE LAW. The laws of the state of Colorado shall govern the validity, performance, and enforcement of this Lease.

25.08 WAIVER. Failure of either party to insist upon the strict performance of any provision of this Lease or to exercise any option or enforce any rules and regulations shall not be construed as a waiver in the future of any such provision, rule, or option.

25.09 ACCORD AND SATISFACTION. No payment by Tenant or receive by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent , nor shall any endorsement or statement on any check or any letter accompanying any such check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlords right to recover the balance of such Rent or pursue any other remedy provided for in this Lease or available at law or in equity.

25.10 LANDLORD'S SELF-HELP. In addition to Landlords rights of self-help set forth else wherein this Lease, if Tenant at any time fails to perform any of its obligations under this Lease in a manner reasonably satisfactory to Landlord, Landlord shall have the right, but not the obligation, upon given Tenant at least 10 days prior written notice it's election to do so, in the event of an emergency no prior notice shall be required, to perform such obligations on behalf of and for the account of Tenant and to take all such action necessary to perform such obligations without liability to Tenant for any loss or damage which may result to Tenants stock or business by reason of such repairs. In such event, Landlords' reasonable cost and expenses incurred there and shall be paid for by Tenant as Additional Rent fourth with upon demand therefor, with interest from the date Landlord perform such work at the default rate. The performance by Landlord has any such obligation shall not constitute a release or waiver of Tenant therefrom.

25.11 RECORDING. Tenant agrees that it will not record this Lease, nor a short memorandum thereof.

25.12 JOINT AND SEVERAL LIABILITY. If two or more individuals, corporations, partnerships or other businesses associations or any combination of two or more thereof, shall sign this Lease as Tenant, the liability of each of them shall be joint and several. In like manner, if the Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several.

25.13 EXECUTION OF LEASE. Definition of this Lease for examination does not constitute a reservation of or option for the premises or any other space within the premises and shall vest no right in either party. This Lease shall become

25.15 TENANT'S AUTHORITY. If Tenant executes this Lease as a limited liability company, partnership, corporation, then Tenant and the persons and or entities executing this Lease on behalf of Tenant represent in warrant that: (a) Tenant is a duly organized, authorized and validly existing partnership, corporation or limited liability company, as the case may be, and is qualified to do business in the state in which the premises is located;(b) search persons and/or entities executing this Lease are duly authorized to execute and deliver this Lease on Tenants behalf in accordance with the Tenants operating agreement, if Tenant is a limited liability company, Tenants partnership agreement, if Tenant is a partnership, or a duly adopted resolution of Tenants Board of Directors and the Tenants bylaws, if Tenant is a corporation, and (c) this Lease is binding upon Tenant in accordance with its terms. Concurrently with Tenants execution and delivery of this Lease to Landlord and/or at any time during the term within 10 days of Landlord request, Tenant shall provide to Landlord a copy of any documents recently requested by Landlord evidencing such qualification, organization, existence, and authorization.

25.16 ABANDONMENT: If Tenant abandons the Premises, then Landlord may, without being obligated to do so and without terminating the Lease, retake possession of the Premises and exercise any of the following remedies:

16(1) **Re-Entry:** If Landlord re-enters the Premises because of abandonment or a Default by Tenant:

a(i) Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs and reasonable attorneys' fees; and

a(ii) Tenant's personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley or, at Landlord's option, it may be removed and stored or disposed of at Landlord's sole discretion. Any expense related to storage of Tenant's personal property is the sole responsibility of Tenant. Landlord shall not be deemed a bailee of the removed property, and Landlord shall not be held liable for either civil or criminal action because of the removal. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third-party and for any legal expense, cost, fine or judgment awarded to any third-party because of Landlord's action under the term of the Lease.

25.17 GUARANTOR. This Lease is guaranteed by Tenant, the person(s) guaranteeing the Lease, as defined in Article 1, ("**Guarantor**") absolutely guarantees Tenant's obligations and performance under the Lease. Guarantor further agrees to be bound by the same covenants and conditions of the Lease and makes the same warranties and representations as Tenant under the Lease. If Tenant defaults in the performance of Tenant's obligations under the Lease, Guarantor will perform Tenant's obligations.

25.18 ARBITRATION AND MEDIATION. Any controversy, claim or dispute arising out of or relating to this Agreement, must first attempted to be settled by the parties through mediation to be held in Grand Junction, Colorado, by a mediator mutually agreed to by the parties. If mediation is attempted, and the parties have been properly notified of the mediation date, in accordance with the notification provisions set forth herein, and the party fails to attend, the parties agree the award sought in mediation will be favorable to the present party. If an acceptable mediator cannot be agreed on, each party will select their own mediator and those mediators will select such mediator from an adopted list provided by the courts of the State of Colorado. If a settlement cannot be reached by mediation, the parties will submit the matter to binding arbitration, so long as the amount does not exceed \$12,500. If the amount exceeds \$12,500 either party may refuse arbitration and file suit with the courts. Such arbitration shall be conducted in accordance with the then prevailing

...of mediator or arbitrator and the regularity of the procedure has been given to each party. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator or mediator shall be final and conclusive and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity, provided however, that nothing in this subsection shall be construed as precluding bringing an action for injunctive relief or other equitable relief. The arbitrator or mediator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement.

18(3) IF FOR ANY REASON THIS ARBITRATION CLAUSE BECOMES NOT APPLICABLE, THEN EACH PARTY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY AS TO ANY ISSUE RELATING THERETO IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO.

ARTICLE 26. SECURITY DEPOSIT

26.01 SECURITY. As security for the faithful performance by Tenant of all of the terms and conditions of this Lease on the Tenants part to be performed, Tenant shall concurrently with Tenant execution and delivery of this Lease to Landlord, deposit with Landlord the security deposit required by Article 1. The security deposit shall be held by Landlord as security for the full and faithful performance by Tenant of all of the terms, covenants, and conditions of this least to be performed by Tenant during the term. The security deposit is not and may not be construed by Tenant to constitute for Rent for the last month or any portion thereof. If Tenant defaults with respect to any of its obligations under this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the security deposit for the payment of any Rent or any other sum in default, or for the payment of any other amount loss or damage which portion thereof. If Tenant defaults with respect to any of its obligations under this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the security deposit for the payment of any Rent or any other sum in default, or for the payment of any other amount, loss, or damage which Landlord may spend, encourage, or suffer by reason of Tenants default. If any portion of the security deposit is so used or applied, Tenant shall, within 10 days after demand therefore, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord shall not be required to keep the security deposit separate from its general funds, unless otherwise required by law, and Tenant shall not be entitled to interest in the security deposit, unless required by law. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to the Tenant within 30 days following the expiration or termination of the Lease term. Provided that Landlord may retain the security deposit until such time as any amount due from Tenant under this Lease has been determined and paid in full.

ARTICLE 27. ADDITIONAL TERMS, CONDITIONS, MODIFICATIONS AND CONVENIENCES

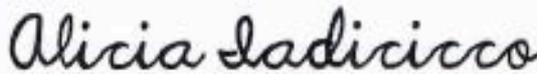
27.01 CONFLICTS. If there is a conflict between the provisions of this Article 27 and Article 1 through Article 26, the provisions of Article 27 shall govern.

27.02 ADDITIONAL TERMS.
Nothing additional has been agreed to or promised by the parties.

This lease is an amendment to the initial lease dated September 1, 2022. The only terms amended are the lease term dates, changing from a month-to-month to a one year lease. ###


Signature

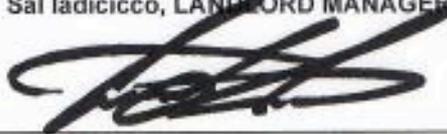
LANDLORD: Vertex Realty Partners DBA Vertex Property Management
By: Alicia Iadicicco, Managing Broker



Date: 10/01/2022

Signature

LANDLORD: Vertex Realty Partners DBA Vertex Property Management
By: Sal Iadicicco, LANDLORD MANAGER ASSISTANT



Date: 10/01/2022

Signature

Town of Paonia



Special Event Liquor License
NFVCC – Mountain Harvest Festival



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

AGENDA ITEM:	Consent Agenda: Mountain Harvest Festival Special Event Liquor License
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	August 8, 2023
BACKGROUND:	<ol style="list-style-type: none"> 1. All forms have been filled out and submitted in a timely fashion to the Town Clerk. 2. Extended street closure has been approved by the Board of Trustees 3. All fees have been submitted to the Town Clerk 4. Liquor notices have been hung up in accordance with State Law at the Town Park and on Grand Avenue. 5. The Police Department has no issues or concerns with the issuance of this Special Event Liquor License 6. The Public Works Department had no issues or concerns with the issuance of this Special Event Liquor License.
BUDGET:	Described in Attachment 1
RECOMMENDATION:	Approval of the Special Event Liquor License for North Fork Valley Creative Coalition for Mountain Harvest Festival.
ATTACHMENT:	<ol style="list-style-type: none"> 1. Agenda Item 3 from 7/25/23 Regular meeting 2. Certificate of Insurance 3. Liquor Notice Postings



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

AGENDA ITEM:	Agenda Item # 3 - SE-2023-06 22nd Annual Mountain Harvest Festival
SUBMITTED BY:	Stefen Wynn, Town Administrator
DATE:	7.20.23
BACKGROUND:	<p>The NFV Creative Coalition submitted a special event application on June 1, 2023 for the 22nd Annual Mountain Harvest Festival, Friday, September 22 - Sunday, September 24, 2023 (Attachment 1 SEP MHF 2023 Application). The request includes the use of the Town Park's green space, shelters and gazebo; with alcohol, vendors, and street closures beginning on Saturday, September 23, 2023 from 8AM until 10PM. As required by the Application process a meeting with Town Staff is scheduled for 9/12/23 at 10AM to coordinate for the event.</p> <p>Pending the determination of the street closure during this meeting, the NVFCC is prepared to submit payment for the total amount of fees in the amount of \$625 with a refundable \$500 deposit for a total of: \$1,125. To comply with the provisions of Ordinance 2023-03 §11-1-80 (l), the applicant has provided proof of portalets and trash containers for the event (Attachment 2 NFCC MHF Street Closure Letter), and has produced a letter from an affected business owner that allows for the storage of the portalet after the closure (Attachment 3 Odisea Letter of Support). The NVFCC agrees that an amendment to the fees may be required depending upon a final vendor list presented to the Town no later than 9/27/2023.</p> <p>After reviewing the NVFCC staff letter, staff believes that the event would qualify for an extended street closure under §11-1-80 (m) of Ord. 2023-03. The success of the event depends on enough time to setup and remove the stage, Staff does not believe that the additional time will unduly burden staff or resources, the event is open to the public, and that the applicant has agreed to arrange for the block up to Town Hall on the Southside of Grand to remain open until Noon. Staff believes that the applicant has given adequate consideration for businesses that operate during the morning hours to continue business with minimal operation on Saturday 9/23/2023.</p>
BUDGET:	<p>Total Revenue: 10-32-01 Liquor Licenses = \$150 10-32-02 Misc. Permits = \$50 Banner Permit + \$425 17 hr. Street Closure + \$500 Refundable Deposit = \$975; net revenue (less deposit) \$475.</p>
RECOMMENDATION:	<p>In consideration of the application and upon paying the fees and deposits associated with the entire special event application, and after ample time has passed for the advertisement of alcohol as required by code, the Town Administrator recommends a favorable decision for the entire special event application.</p> <p>Recommended Motion(s): I recommend approval of Special Event Application 2023-06 the 22nd Annual Mountain Harvest Festival pending the timely payment of fees & deposits associated with the permit; and the successful outcome of a public hearing for a special events permit with alcohol after adequate notice pursuant to 44-5-106 C.R.S.</p>
ATTACHMENT:	<p>Attachment A: NFVCC Special Event Application Attachment B: NFVCC_MHF Street Closure Letter Attachment C: Emails Allowing Parking on Southside of Grand Attachment D: Odisea Letter of Support for Portalet Permission</p>

Town of Paonia Park/Event Registration Application

This form is intended for events 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: Amy DeLuca
Organization: NFV Creative Coalition
Mailing Address: Po box 143 Paonia Co 81428
Telephone Number: 805-798-4806
Event Manager (if different than Applicant): same
Event Manager Telephone: Judd Kleinman 720-320-8987
Event Manager E-Mail: nfvcreativecoalition@gmail.com

Please describe the event: _____
22nd Annual Mt. Harvest Festival

Event Date(s): Friday 9/22 Event Hours: 4p-8p
Event Date(s): Sat. 9/23 Event Hours: 10am-6pm Town Park
Event Date(s): Sat 9/23 Event Hours: 8am-10pm Grand Ave.
Event Date(s): Sun 9/24 Event Hours: 10am-6pm

Which park do you want to use?

- Town Park – 700 Fourth Street
 - Green space including shelters and gazebo
 - Football and/or Back Field area
- Apple Valley Park – 45 Pan American Avenue
- Poulos Park – 221 Grand Avenue
- River Park – Grand Avenue

Will there be alcohol? (Alcohol Requires Board of Trustees Approval)

- 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
 - 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? (i.e. - gate openings at certain times?)

- No
- Yes extended street closure Sat 9/23
8am - 10pm

Pricing:

Half Day (4 Hours or less) \$ 100.00/day
 Includes: 3 dumpsters and up to 5 vendors
 Date Submitted _____ Amount 100.00

waived

Full Day (4+ Hours until 10:00p) \$ 175.00/day
 Includes: 3 dumpsters and up to 10 vendors
 Date Submitted _____ Amount _____

Multi-Day Rate (3+ consecutive days) \$ 150.00/day
 Includes: 3 dumpsters and up to 10 vendors
 Date Submitted 6.13.23 Amount 300.00

waived (1st)

Additional Vendors (More than 10) \$ 5.00/ea
 Date Submitted _____ Amount _____

Trash: The Town provides 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.
 Date Submitted _____ Amount _____

Any additional fees submitted (street closure, liquor licensing, etc):
 Type: _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 Date Submitted _____ Amount _____

Recycling: Should the event provide recycling, a \$50 credit shall be applied. \$ -50

TOTAL FEES SUBMITTED \$ _____

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

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

- Communication Contacts
- Liability Insurance *(email)*
(\$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, 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 1st day of June, 2023

Printed Name: Amy DeLuca

Signature: 

- Unless waived by Town staff, no less than one week before the event, a meeting **must** be scheduled with the Public Works Director, 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 _____

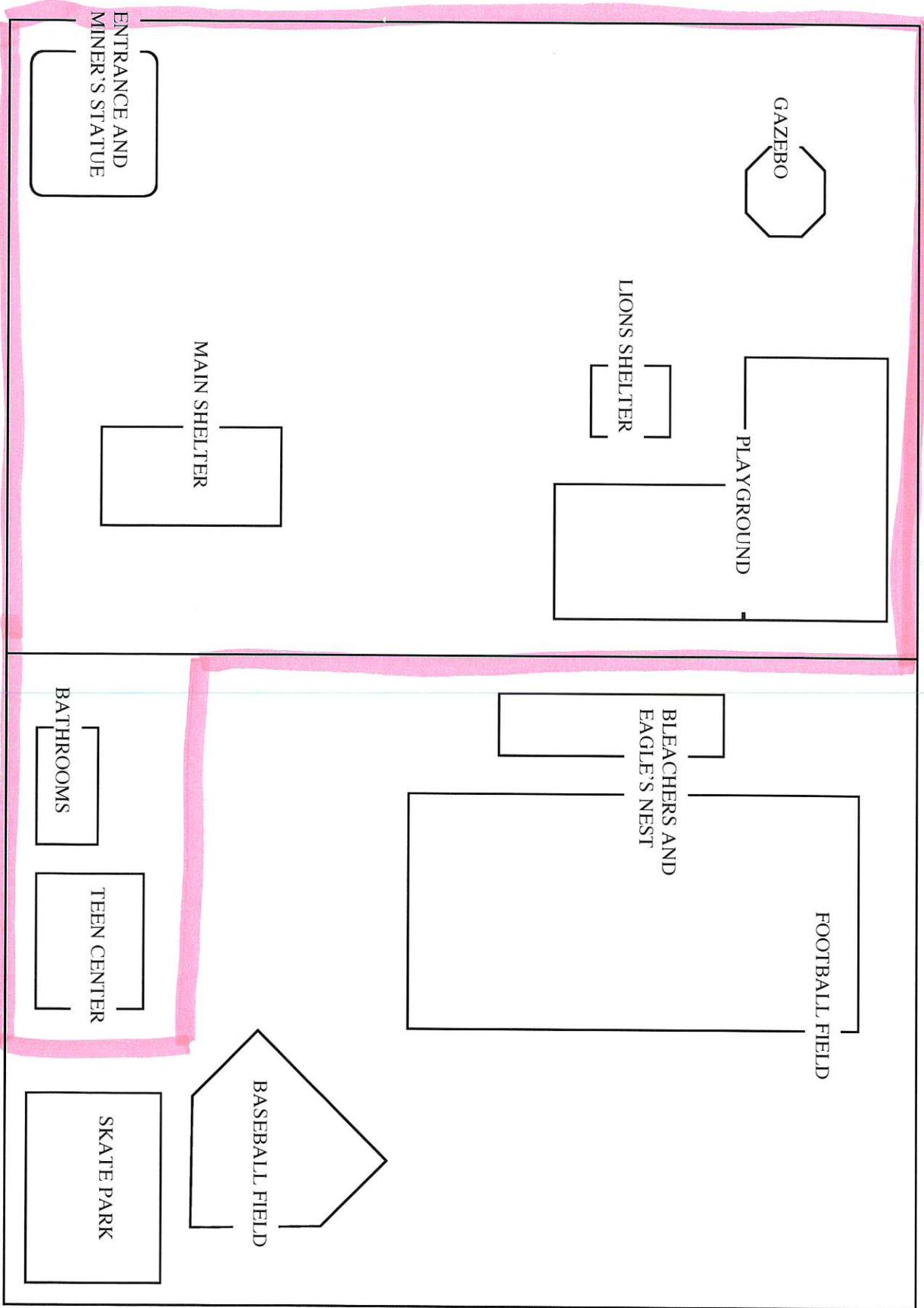
- Application requires Board of Trustee Approval.
Hearing Date: _____

Comments: _____

TOWN PARK MAP

NORTH FORK AVENUE

FIFTH STREET



ENTRANCE AND MINER'S STATUE

GAZEBO

PLAYGROUND

LIONS SHELTER

MAIN SHELTER

FOOTBALL FIELD

BLEACHERS AND EAGLE'S NEST

BASEBALL FIELD

BATHROOMS

TEEN CENTER

SKATE PARK

FOURTH STREET

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 checked="" 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: 2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor \$25.00 Per Day 2170 <input type="checkbox"/> Fermented Malt Beverage \$10.00 Per Day	DO NOT WRITE IN THIS SPACE Liquor Permit Number
--	---

1. Name of Applicant Organization or Political Candidate North Fork Valley Creative Coalition	State Sales Tax Number (Required) 46-2288267
--	---

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) PO Box 143 Paonia, Co 81428	3. Address of Place to Have Special Event (include street, city/town and ZIP) Paonia Town Park 1/2 Grand Ave. Paonia, Co 81428
--	---

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y. of Org. or Political Candidate Amy DeLuca	6-17-68	40887 German Crk Dr. Paonia Co 81428	805-798-4806
5. Event Manager Judd Kleinman			720-320-8987

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES HOW MANY DAYS? 4 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 9/22/23	Date 9/23/23	Date 9/24	Date
Hours From 4 p.m. To 9 p.m.	Hours From 10 a.m. To 10 p.m.	Hours From 10 a.m. To 6 p.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 Amy DeLuca	Title President NFVCC	Date 6-1-23
---	--	--

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.
- Check payable to the Colorado Department Of Revenue

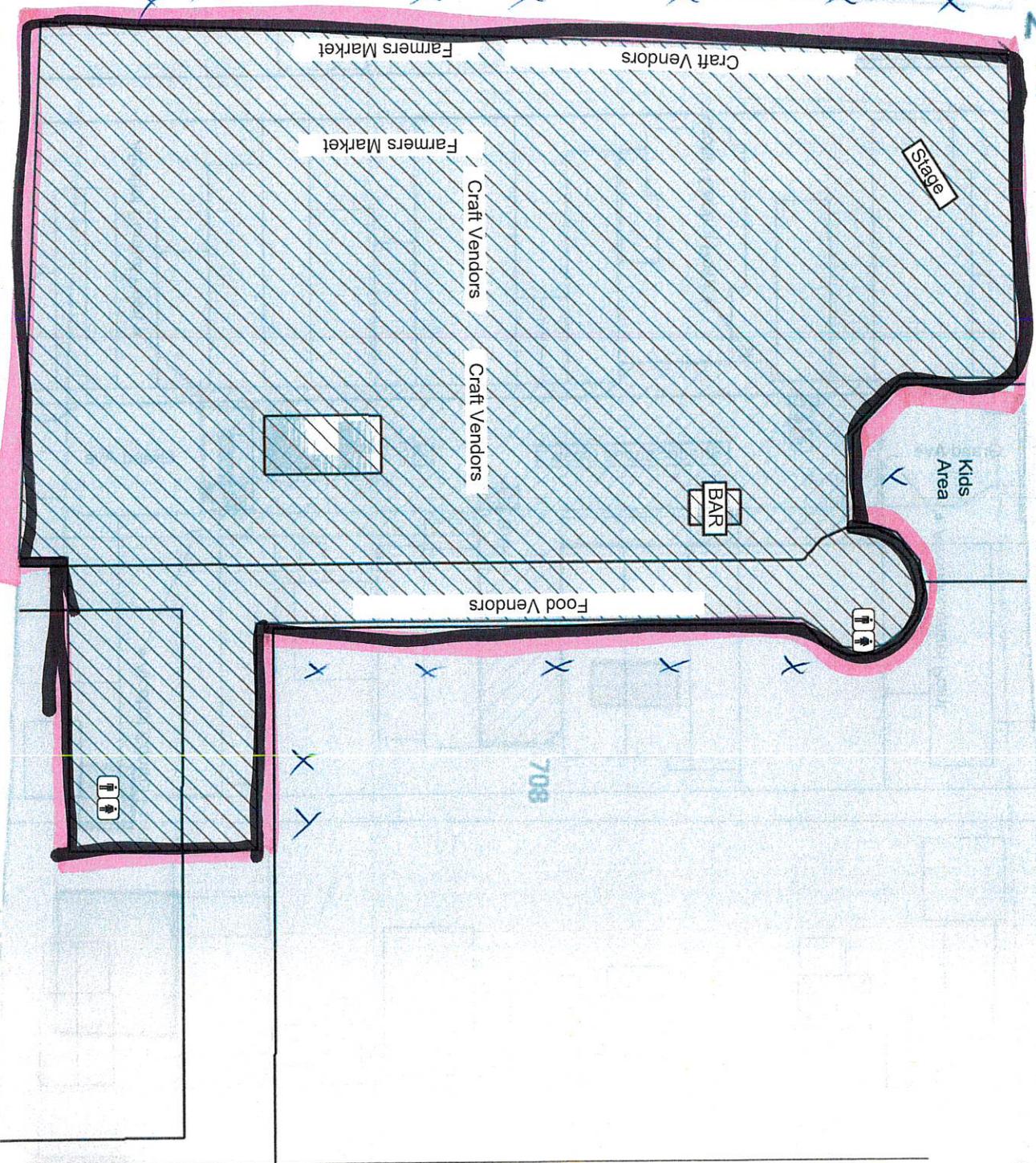
(44-5-102 C.R.S.)

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.

signage

no alcohol beyond this point



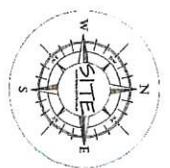
Alcohol Control Area

a

02

PROJECT MHF'22

DRAWN BY Judd Kleinmar
DESCRIPTION Town Park





DRAWN BY
Judd Kleinmar
DESCRIPTION
Town Park

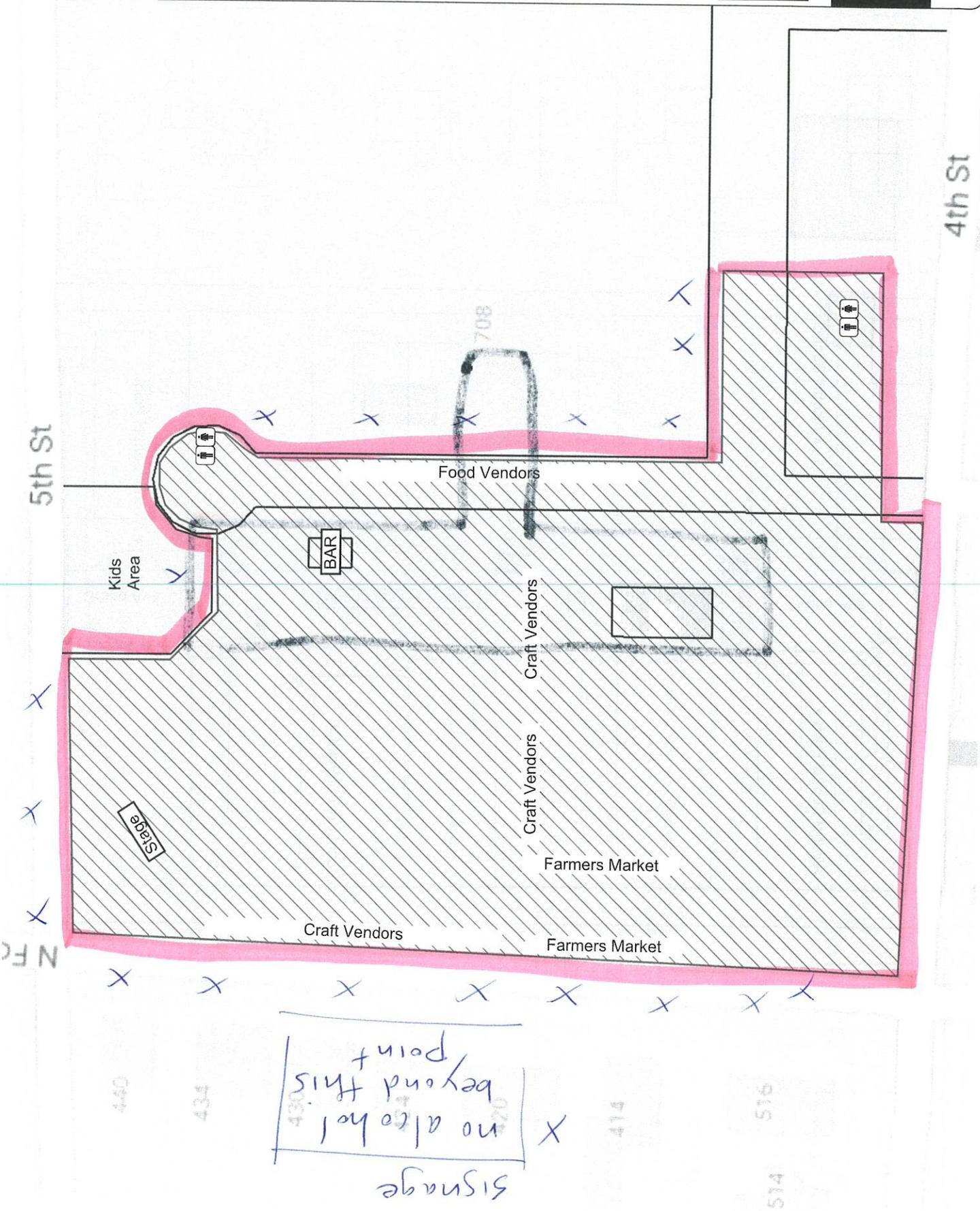
PROJECT
MHF'22

Alcohol
Control
Area

a

85

02





DRAWN BY
Judd Kleinmar
DESCRIPTION
Down Town Stage

PROJECT
MHF'23

Alcohol
Control
Area

a

01

86

3rd Street

Road Close
9/24 8am-2am

Grand Ave

Alcohol Control Point

Stage

FOH

BAR

ShadeScapes Oasis

Alcohol Control Point

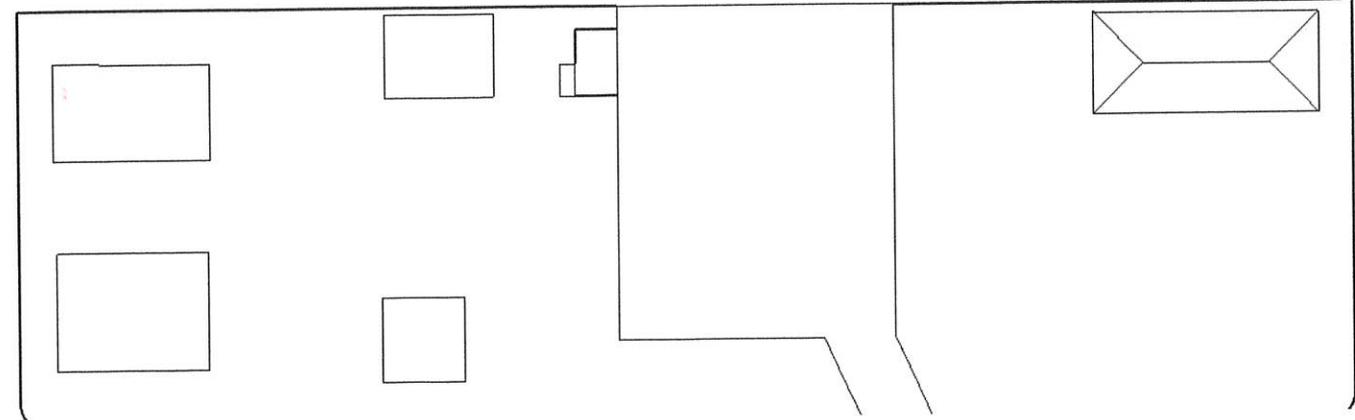
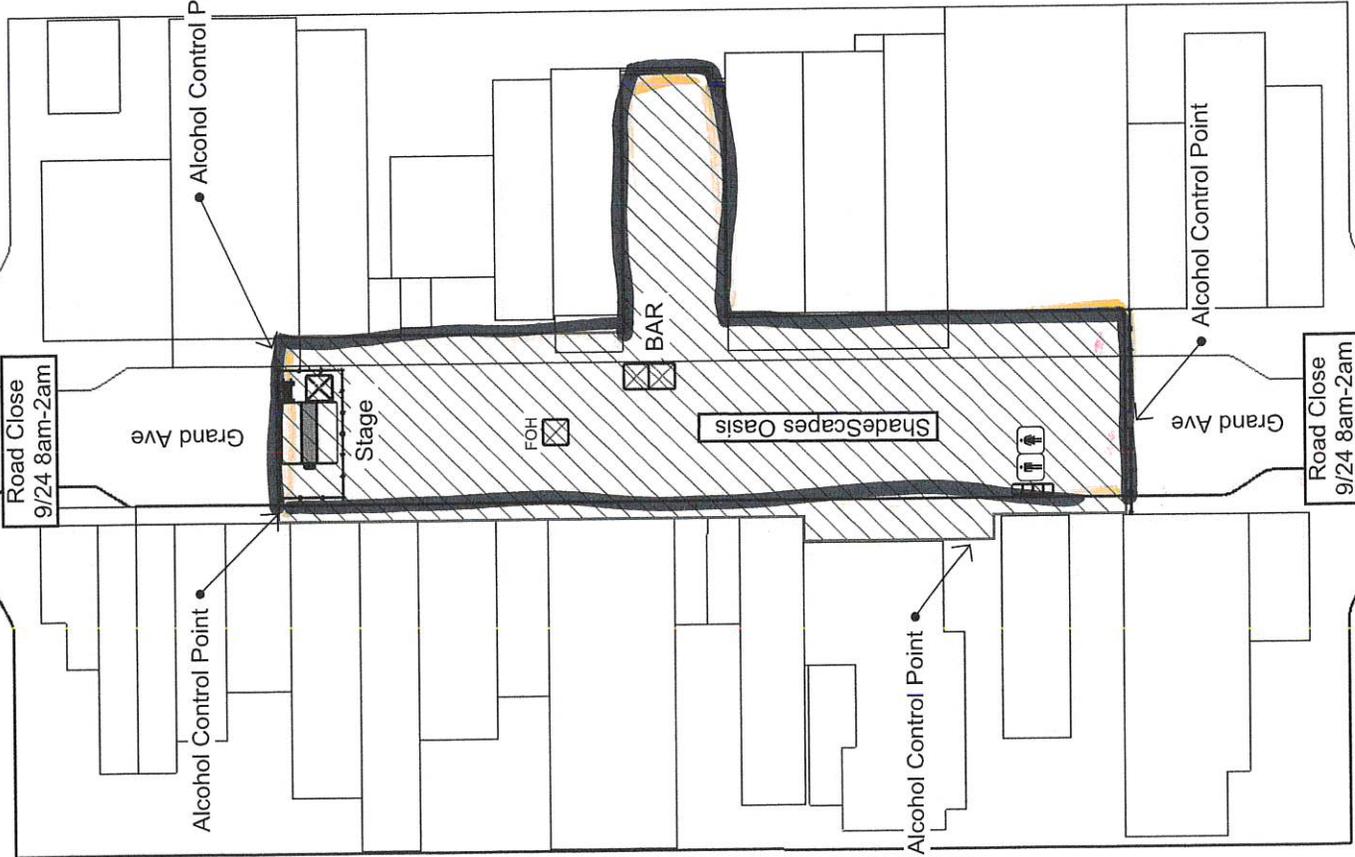
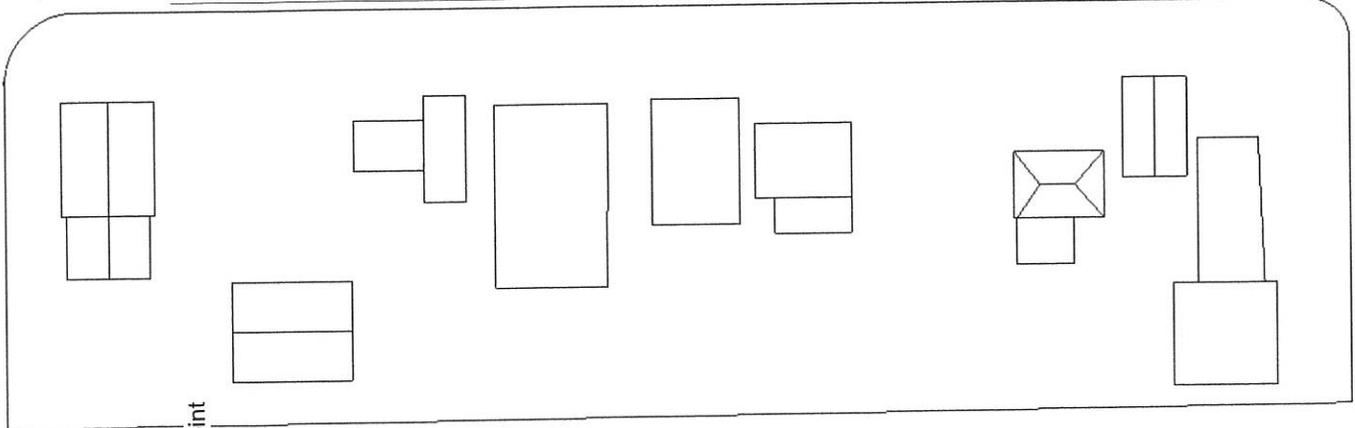
Grand Ave

Alcohol Control Point

Road Close
9/24 8am-2am

2nd Street

202





NORTH FORK VALLEY
CREATIVE
COALITION
THE VALLEY CREATES

EVENT SAFETY PLAN

INTRODUCTION

The Mountain Harvest Festival will take place on September 22nd -24th, 2023 in Paonia Colorado - It will take place in Paonia Town Park on all three days and on the 300 block of Grand Ave on the 25th. The purpose of this plan is to provide an outline of festival safety operations and communications. This plan is not intended to be a detailed guide to respond to every situation that may occur at the festival regarding safety and security.

ALCOHOL SERVICES - In compliance with the State of Colorado alcoholic beverages will be served at both Town Park and on Grand Ave. Festival will be in compliance with applicable laws associated with operation under licenses required for sale and consumption of alcoholic beverages. A perimeter will be established and guarded on Grand Ave. Security services will be provide by Citadel Security

OFF SITE LIQUOR STORAGE - Paonia United Brewing 302 Grand Ave. Paonia Co. (see map attached)

MEDICAL PLAN

First Aid kits will be available at the festival INFO tent and at the stages. In the case of an medial emergency we will use North Fork Ambulance VIA 911.

HOSPITAL LOCATIONS -

PRIMARY HOSPITALS

1. Delta Health 1501 E 3rd St, Delta, CO 81416 (970) 874-7681
2. St. Mary's 2635 N 7th St, Grand Junction, CO 81501. (970) 298-2273

SHOW PAUSE PLAN

The festival will maintain a show pause plan where designated staff (security consulting rep/designated crowd monitor and/or stage manager) will have autonomy to pause a performance or take directive from festival command. The show pause plan will be implemented when any situation occurs at a stage requiring the performance to stop. This plan encourages artist participation but also does not require artist permission or participation.

EMERGENCY PLAN

The festival is subject to a variety of risks including, but not limited to, weather, fire, and civil disturbance. **Public safety officials will be in command of any emergency** with the festival providing support as directed. The purpose of this Emergency plan is to outline the festival's approach to emergency response and communications.

SITUATIONS AND ACTIONS – Emergency situations will be classified in one of two ways:

1. Non-Immediate - Situations identified either through monitoring or intelligence that will occur in the future allowing for a proactive approach to response and communications. I.E., civil disturbances, approaching weather event.
2. Immediate - Situations that occur without notice that require immediate action and require a reactive approach to response and communication. I.E. Acts of terrorism, structural failure, hazardous materials exposure, fire.

EMERGENCY COMMUNICATIONS - Emergency communications will be classified in one of two ways:

1. Information Alert - Internal and/or public communication to inform all parties of a potential situation that may occur. These alerts typically do not require action by event staff, vendors, or the public. These alerts should occur at a cadence every 30 minutes until there is no longer a need.
2. Emergency Alert - Internal and public communications that require immediate action by all. These alerts should occur at a cadence every 15 minutes until there is no longer a need.

Internal Communications (Emergency Team to Festival departments) will be disseminated both by radio and cellphone.

Public Communications (communications directed toward patrons) will be disseminated in various ways including but not limited to festival audio systems, SMS messaging, Social media channels, festival website. All public information will be released by the Festival Spokesperson at an appropriate time and/or location.

EMERGENCY TEAM - The event Emergency Team will be made up of the following individuals, who will report to the Command Post in the event of an emergency.

NAME	POSITION	CELL
Judd Kleinman	Festival Operations	(720)320-8987
Amy DeLuca	Festival Director	(805)798-4806
Rob Miller	Artist Relations	(970)260-6493

EVACUATION SHELTER SITES – The emergency evacuation plan for town park will be to send attendees to their homes or vehicles to shelter. For the Grand Ave venue we will also have use of the Paradise Theater, The Learning Council/Hearth& Blue Sage Center to shelter if people do not have access to a vehicle or residence.

WEATHER PLAN

The festival is subject to various weather conditions. The purpose of the weather plan is to provide an outline of the festival's response to weather events that may occur.

MONITORING - The Operations Director is responsible for monitoring weather using the NOAA weather app for any potential severe weather threats. This includes forecasts as well as hourly updates in the event severe weather is expected to move into the area during the event.

High Wind Action Plan - Each stage will have a weather plan. The Stage on Grand Ave will have plan that has been certified by and engineer contracted by the manufacturer of the structure. Festival Organizers will convene a meeting at each structure prior to opening the event to review thresholds, timelines, and personnel requirements to perform any actions dictated by engineering documents. Organizers may make the

determination to lower thresholds to accommodate situational factors that may present but will never exceed thresholds dictated in engineering documents. Pre-show meetings will be held and will determine the following:

1. Communication plan should high wind or other weather occur or have the potential to occur
2. Evaluate and determine thresholds and associated actions
3. Define specific action to take place when conditions are approached or predicted
4. Detail which personnel will perform each task

SAMPLE SITUATIONS AND ACTIONS

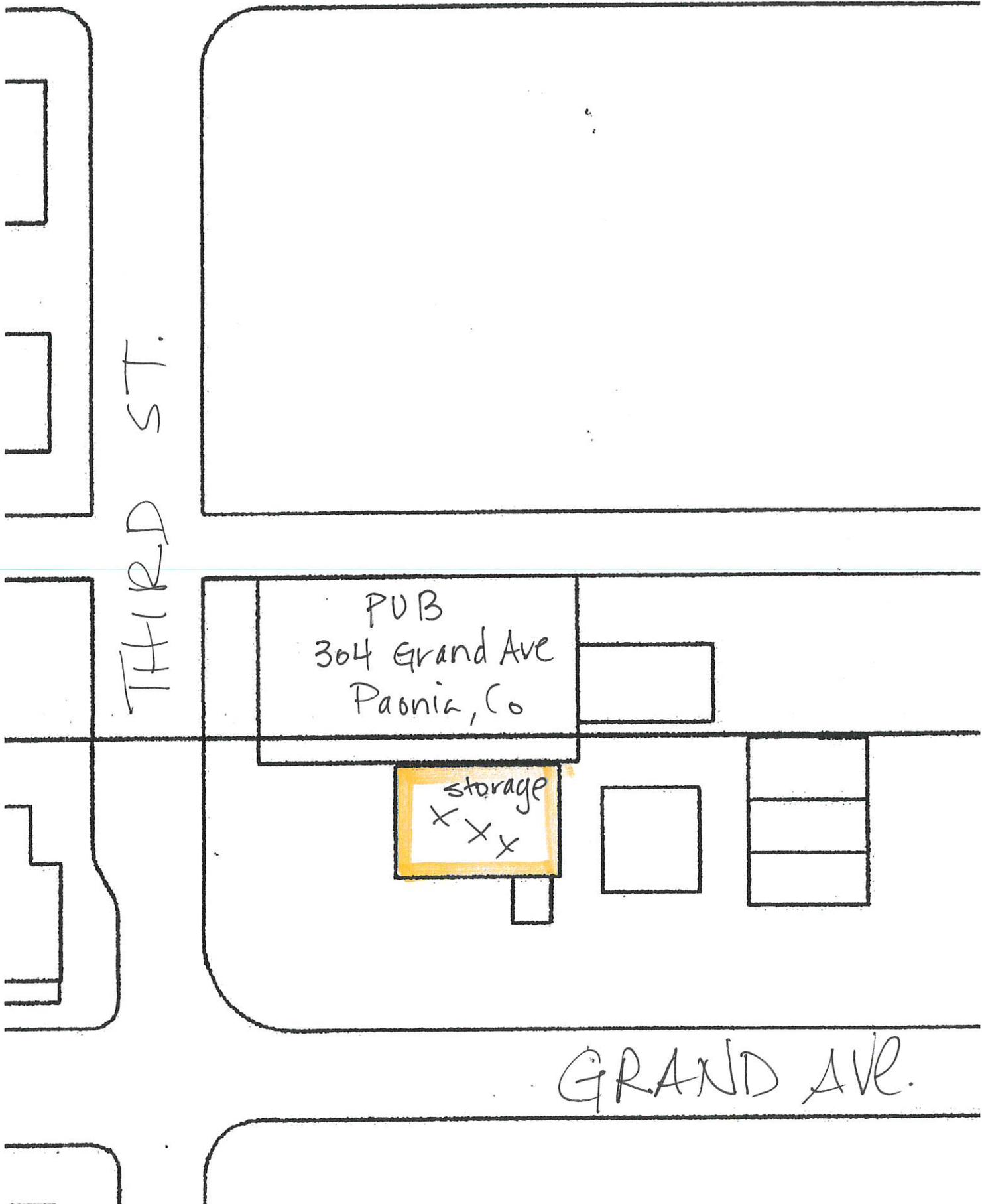
APPROACHING WEATHER

Situation: If rain or other weather is moving toward the area, which may or may not impact the festival, an information alert is issued by the Command Post.

Action: If this situation occurs, the following will take place:

- o Command Post will notify Emergency Team members of the specific situation and message an information notice only. Typically, no action is required.
- o An ALL-CALL transmission will go out to all radio users informing them of the alert in a clear and succinct manner. Updates will be messaged out every 30 minutes until the alert is waived off.

Sample information Alert - Please stand by for an announcement. We have been informed that light to moderate rain is on its way to this area. We are not expecting a severe storm, but we may delay the festival temporarily due to rain.



TOWN OF PAONIA
REQUEST TO BE PLACED ON AGENDA
PO Box 460
Paonia, CO 81428
970/527-4101
Paonia@townofpaonia.com



Here are things you need to know:

Formal Board agenda items should be matters of substance for the Board to consider. Examples include: Presentations to the Board seeking support or wishing to inform the Board of plans that affect the Town, Committees presenting their goals and accomplishments, Items that need Board approval to proceed.

Submitting an agenda request does not guarantee placement on an agenda. The Mayor will determine if this is an appropriate item for consideration on the Board of Trustees' formal agenda.

Should this request be denied, the requester may present their item in writing to the Board under correspondence received or by making a verbal comment within the established time limit at the beginning of a regular meeting.

Please complete the following information and return this form no later than Tuesday, two weeks prior to the Board meeting to the Town Hall at 214 Grand Avenue. If the regular meeting is on the Tuesday the 28th, the request must be received before 5pm on Tuesday the 14th. If your issue is placed on the agenda, be aware that your presentation is limited to 5 minutes.

Office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.
Regular Board meetings are scheduled for the second and fourth Tuesdays of each month.

Subject: Up to 6 words (example: Town Park, Potholes, Open Meetings, etc.)

Name of Requester or Presenter:

Representing: (Group or Agency name, or Self) *NFVCC (Amy DeLuca)*

Date of submittal:

Date of Requested Board Meeting: (Insert Board Meeting date)

Specific request:

Describe the problem that requires resolution* or the topic(s) to be presented:

*The Problem

- What is the problem that needs to be addressed?
- Please start with defining the problem, not describing the solution.
- Please explain briefly why it is essential that the Town address this problem.
- This section should be no more than 4-5 sentences long.

Recommendation (Please state your recommendation here, along with the main points needed for approval of your request, at most 50 words.) Example: The Paonia Association recommends the Board pass an ordinance preventing elk from standing in the road.

NFVCC recommends that the Board approve the special event permit for Mt. Harvest Festival, downtown "Dinner & Dancing" street closure & liquor license on Saturday Sept. 23rd. 8am - 10pm

What staff member have you spoken to about this? Please summarize your discussion:

Contact information:

Name: Amy DeLuca
Physical Address: 7 po box 143
Mailing Address: Paonia Co. 81428
E-mail: cirquepaonia@gmail.com
Daytime Phone: 805-798-4806

Office Use Only:
Received: _____
Approved for Agenda: _____
Board Meeting Date: _____

Print Form

Email Form

Town of Paonia Temporary Banner Permit

Organization Name: NFVCC
Address: PO Box 143
Contact Person: Amy DeLuca Telephone #: 805-798-4806
Event: Mt. Harvest Festival Date(s): 9/13 - 9/27

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

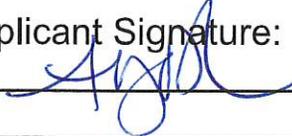
Banner Specifications:

- 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: 6-1-23

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

Town of Paonia Application for Street Closure

Organization Name: NFV Creative Coalition
Address: Po Box 143
Contact Person: Amy DeLuca Telephone #: 805-798-4806
Date of Requested Street Closure: Saturday Sept. 23, 2023

Start Time	End Time	Street(s) and Block(s) Requested for Closure
8am	10pm	Grand Ave. between 2nd & 3rd St.

Number of Participants Expected:
1200

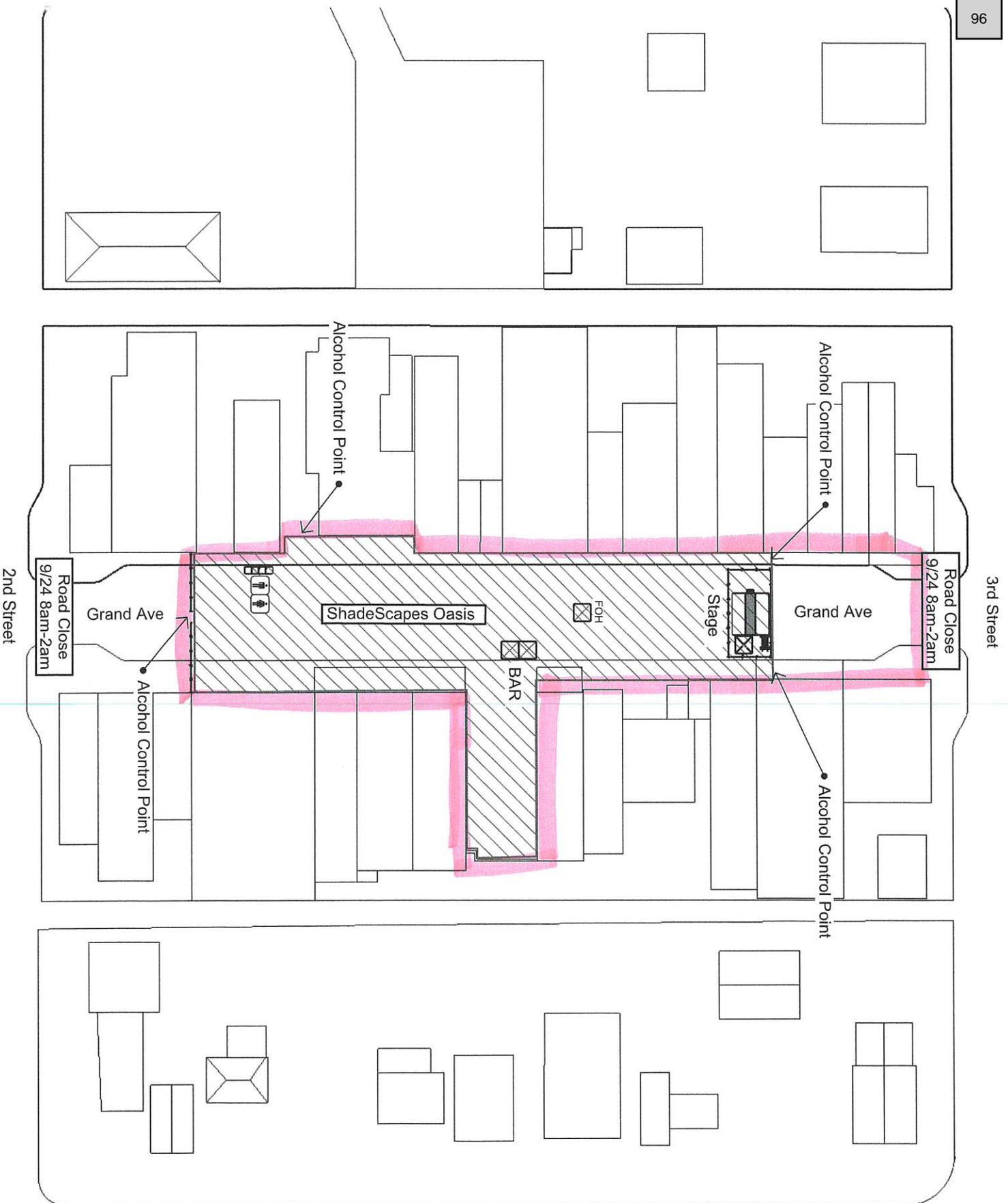
I have read the attached Street Closure Ordinance 2023-03 and fully accept all responsibilities required by the Town for this street closure, including the requirement to provide trash containers and portapotties for event goers at my own cost. Attached to this application are the following:

1. A copy of general liability insurance policy;
 2. A check in the amount of \$25.00 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 failure to return the event area free of trash and to the condition existing prior to the event within twelve (12) hours of the conclusion of the event.*

Applicant Signature:  Date: 6-1-23

Comments from Chief of Police or Proxy: _____

Town of Paonia Use Only		
[] Approved	[] Denied	Date: _____
Signed: _____		



DRAWN BY
Judd Kleinmar
DESCRIPTION
Down Town Stage

PROJECT
MHF' 23

Alcohol
Control
Area

a

01

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,

North Fork Valley Creative Coalition, Inc

is a

Nonprofit Corporation

formed or registered on 08/04/2012 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 20121427405 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/17/2021 that have been posted, and by documents delivered to this office electronically through 03/19/2021 @ 08:23:15 .

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 03/19/2021 @ 08:23:15 in accordance with applicable law. This certificate is assigned Confirmation Number 13031554 .



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 Web site 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 Web site, <http://www.sos.state.co.us/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 Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



Dear Mayor Bachran, Stefan Wynn & Town Trustees,

The NFVCC is requesting an exception to the time restrictions for the street closure on Saturday 9/22/23 for the 22nd Annual Mountain Harvest Festival. After an extremely successful event in 2022, we're looking to repeat and improve on our new marquee event. We are requesting a closure of the 200 block of Grand Avenue from 7am until midnight on September 23rd.

The 10 hour limitation does not allow NFVCC enough time for the setup and breakdown of the stage, sound, and lights as well as the time required by the bands to set up, soundcheck, perform and breakdown. For our marquee event we look to bring the biggest and best bands to ever play in Paonia. Bands that can not fit on the stages available at the Paradise, the Blue Sage or Town Park. In order to provide the right size stage, PA system, and lighting rigs required by these acts safely AND successfully the schedule as follows we need a **17 hr time frame.**

7:00 a - 12:00 p	Stage, sound & light load in
12:00 - 2:00 p	Headliner load in & set up
2:00 - 3:00 p	Headliner sound check and pushback.
3:00 - 4:30 p	Opener load in & set up
4:30 - 5:30 p	Opener Sound Check
6:00 - 7:30 p	Opening Act (90 min)
7:30 - 8:00 p	Set Change
8:00 - 10:00 p	Headliner Act (120 min)
10:00 -12:00 a	Stage, sound & light load out & street clean up

All of these times are industry standard with the 4 hours for stage, sound and light set up being a fairly compressed time frame. The added time at the start of the day is to provide time to have any cars left on the street the night before, time to move and to make sure no cars are in the way to hold up the process once

that stage arrives. We will place signs by 2pm on Friday the 22nd that will give notice for the street closures start and end time.

MHF will provide an appropriate number of portable restrooms based on the industry standard of 1 unit for 150 people. Due to the limitations of the only vendor of portable restrooms in our area these units will be delivered on the Mon. 9/18 place on Grand Saturday 9/23 and picked Mon. 9/25. Following the event, once they are full, we can not move them so we have permission from Odesia Engineering to place them in front of their business until pick up. We feel this also provides an additional community service to have extra restrooms available to people visiting downtown businesses on Sunday.

Additionally MHF will provide a dumpster and additional trash/recycling receptacles for the event. We will also service the existing trash TOP cans located along Grand Ave.

- We request that the town please service TOP containers on Grand from 1st thru 2nd Street and Town Park on the morning of Friday 9/22.

*In 2022 we arrived to find all of the above receptacles completely full and overflowing. We did start the weekend in both locations by *emptying* all of these receptacles inside our closure area and emptied them before we left.

Finally, we would like to address the street closures' effect on downtown businesses. While we acknowledge not every business and resident of Paonia benefits and/or enjoys our event, we believe that this is a small, albeit vocal, minority of the town. Without question all but three of the businesses on Grand Ave will tell you that they had their best, or close to their best day of the year during MHF '22. Our intent is to build on this success! The Hwy 133 closure has had a devastating effect on our downtown businesses during Spring tourist season. The Fall harvest is critical to our local economy and we intend to support this effort with the 22nd Annual Mountain Harvest Festival.

Sincerely



Amy DeLuca
NFVCC President
Mountain Harvest Festival Coordinator

Stefen Wynn

From: Judd Keinman <juddkleinman@gmail.com>
Sent: Thursday, July 20, 2023 8:28 AM
To: Stefen Wynn
Cc: Amy DeLuca; Samira V
Subject: Re: NFVCC Special Event Application

Stefen, welcome to town, I look forward to meeting you.

I would be open to providing some parking spots on the south end of grand until noon on Saturday. We could leave the area right up to town hall open. Any signage that is available to communicate this would be very helpful. Especially a "Road Closed to Through Traffic" sign to put at 2nd and grand. After noon we will need to start setting elements in that area. I also like to leave lots of time for people to remove their vehicles so I would post that they can park until noon but we will not schedule our elements to go into that area until 1pm. We will have to have a person posted at 2nd and Grand starting at noon to turn people away and open the barricade to let those already parked exit.

We will have bike barricade for creating our liquor control zone as well as to protect areas like the stage and sound board positions. Happy to provide any other information you might need.

Thanks

Judd

Judd Kleinman
Double Shot Productions
SITE map/design/build

(720)320-8987
juddkleinman@gmail.com

On Jul 20, 2023, at 8:13 AM, Stefen Wynn <StefenW@townofpaonia.com> wrote:

Hi Amy,

You're on it! Thank you very much.

SW

From: Amy DeLuca <cirquepaonia@gmail.com>
Sent: Wednesday, July 19, 2023 8:40 PM
To: Stefen Wynn <StefenW@townofpaonia.com>; Judd Keinman <juddkleinman@gmail.com>
Cc: Samira V <SamiraV@townofpaonia.com>
Subject: Re: NFVCC Special Event Application

Hi Stefen,

I'm looping in our Head of Operations Judd Kleinman here so he can help clarify any concerns or questions as well.

- I have contacted Lucy Hunter at Odisea, she will send the letter directly to you.
- We are using the very same map that Chief Larminger approved last year without any changes.
- Yes, we can absolutely mark some spots on 2nd street for morning customers parking.

- In the past the town has provided barricades & "street closure" signs for our use at 2nd and 3rd Street(s). We also put up no-parking signs on Grand the night before to inform folks and eliminate any confusion in the morning. If you need images of these let me know. I believe Judd provided some additional barricades to secure the area around the stage, loading area, sound engineers as well as creating an emergency fire lane.

Here are many images of the event. Glad to hear your family will get to enjoy the festival too!

<https://mountainharvestfestival.org>

<https://mountainharvestfestival.org/2022-festival-photos/>

Sincerely

Amy

Amy DeLuca, owner
Cirque Boutique & Gallery
Ship: 224 Grand Ave. Suite 5
Bill: PO Box 304
Paonia, CO. 81428

Tue - Sat. 11:30-5:30

www.cirqueboutiquepaonia.com



On Wed, Jul 19, 2023 at 7:56 PM Stefen Wynn <StefenW@townofpaonia.com> wrote:

Hi Amy,

I received all of the materials for the 22nd Annual Mountain Harvest Festival, and I plan to complete a staff report in support of the event as submitted. I plan to start discussing the expectations of Town staff in my upcoming Department Head Meetings. I think it will be important that we coordinate our staff to ensure that the street closure is communicated adequately to other businesses, and that we're ensuring that our sanitation crews are ready ahead of and during the event. I'm also going to ask Chief Laiminger to review the safety & emergency plan with his officers.

Thank you for your efforts in planning and coordinating this event. I truly appreciate the time that you've spent in getting all of the paperwork together to help understand this event.

I have a couple of requests for you to consider. Is it possible to get a letter from Lucille Hunter at Odisea Engineering giving permission to place the portable restrooms in front of their business? I'd like to include that letter in the agenda packet, and I think it will help with answer questions ahead of time.

My final request is more of clarification and regards the street closure. I'm unsure how this has happened in the past, but I plan to direct the street department to install Maintenance of Traffic signage with detours and alternate parking for restaurants and shops that may be open during the morning hours. Will there be an opportunity to have a few spots open on the 2nd street side of Grand Avenue until 10AM?

Again, thank you for getting all of this put together and for coordinating this entire event. I look forward to my family participating this year.

In Public Service,

<image001.png>

Stefen Wynn, M.P.A.
Paonia Town Administrator

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

214 Grand Ave.
Paonia, CO 81428

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

<image002.png><image003.png> <image004.png>

Stefen Wynn

From: Amy DeLuca <cirquepaonia@gmail.com>
Sent: Wednesday, July 19, 2023 8:40 PM
To: Stefen Wynn; Judd Keinman
Cc: Samira V
Subject: Re: NFVCC Special Event Application

Hi Stefen,
I'm looping in our Head of Operations Judd Kleinman here so he can help clarify any concerns or questions as well.

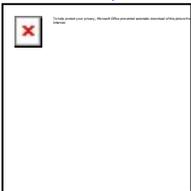
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Amy

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Ship: 224 Grand Ave. Suite 5
Bill: PO Box 304
Paonia, CO. 81428

Tue - Sat. 11:30-5:30
www.cirqueboutiquepaonia.com



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In Public Service,



Stefen Wynn, M.P.A.

Paonia Town Administrator

P : (970) 527-4101

F : (970) 527-4102

E : StefenW@TownofPaonia.com

214 Grand Ave.

Paonia, CO 81428

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



Stefen Wynn

From: Lucy Hunter <lucy@odiseanet.com>
Sent: Thursday, July 20, 2023 9:03 AM
To: Stefen Wynn
Cc: cirquepaonia@gmail.com; Judd Kleinman
Subject: Mt. Harvest

Hi Stephen,

As the owner of 210 Grand Ave, I have no objections to the Mt. Harvest crew using the parking spaces in front of our building for porta-potties over the weekend, to be removed before 9am Monday. I am in full support of this event. If there is any other way that I can be of help in this regard, please let me know.

Thank you,

Lucy Hunter, P.E. | Principal | ODISEA Engineering | **m: 970-270-7353**
(she/her/hers)



Town of Paonia

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Town Administrator



PAONIA HOUSING NEEDS ASSESSMENT AND HOUSING ACTION PLAN

Town Board Update

Update #4
August 5, 2023

Project Overview

Your consulting team, Urban Rural Continuum (URC) and Ayres Associates, is tasked with using data to identify the housing needs and issues in the community (Needs Assessment) and developing a plan to help meet that need and address the issues (Action Plan).

What has been completed:

- Kick-off call with the Town’s project leads.
- Formation of the Housing Task Force.
- Housing Task Force Meeting 1 (5/24) – discussed the project, the role of the Task Force, schedule, terminology, employer questionnaire and interviews, and who was not yet represented by the Task Force.
- Consultant review of past plans and studies.
- Housing Task Force Meeting 2 (6/21) – welcomed a few new members to the Task Force; reviewed and discussed the Housing Resources document (see next item in this list); discussed the Open House including format, content, and plan to publicize; reviewed and discussed initial data and issues; reviewed and discussed initial list of actions; and brainstormed Targeted Outreach efforts.
- Existing Public Housing Resources document. This is on the [Town’s website](#) and should be shared widely to be sure existing resources are utilized. It also includes ways for community members to help.
- Employer Questionnaire for employers and those who are self-employed. We received input from local employers representing hundreds of jobs.
- Interviews with realtors, property managers, and builders.
- Initial List of Strategies compiled.
- Community-wide Open House (7/13) – Thirty-seven community members attended and voted on their most pressing housing issues and the most favored actions from the refined list of strategies. See attached Summary of the Open House.

- Housing Task Force Meeting 3 (8/1) – Debriefed the Open House event and reviewed the draft Housing Needs Assessment. This document is part one of the project, with part two being the Housing Action Plan. The Needs Assessment includes data and analysis of demographics and economics, the housing inventory, and the for sale and rental market. It also includes a summary of input received from local employers responding to the Employer Questionnaire and information gathered during interviews. The consultant team will plan to have the draft Housing Needs Assessment ready by August 15th for your review prior to it being on the August 22nd regular Board meeting agenda.

What is in progress:

- Targeted outreach will be wrapped up soon.
- Refine list of strategies
- The draft Housing Action Plan is in progress based on the draft Housing Needs Assessment, input from the Open House, and all other information gathered, and outreach conducted thus far.
- Housing Task Force meeting 4 planned for August 31 to review the Draft Housing Action Plan.
- Optional add-ons that were approved by the Board at the 7/25 regular meeting.
- Keeping the project [webpage](#) up-to-date.
- Continued coordination with Master Plan team.

Town of Paonia

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Police Chief



Paonia Police Department

DEPARTMENT BRIEFING: SUMMARY OF PROGRESS

08/02/2023

The Town had several large events in the month of July including Cherry Days and the BWM Rally. Thank you to all the groups and individuals who assisted with those. We had minimal law enforcement issues and a large reason for that is the community members involved with the planning and operating of those events.

Worked with multiple agencies during a recent Fire Emergency on the outskirts of town. Thank you to all the agencies who responded and helped out, and especially the Paonia Fire Department.

Members of the department completed several hours of POST required mandatory training in de-escalation and arrest control. This included hands on training as well as policy review and legislative updates.

Paonia Police Department

Law Incident Table, by Date and Time

Date Occurred: 06/01/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:35:24	CRIM MISCHIEF	GRAND AVE; a, Paonia, CO	PPD	PPD	
19:30:21	RESTR/PROT ORDR	2ND ST, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 06/02/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:10:43	CIVIL PROBLEM	2ND ST, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 06/03/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:42:25	AGENCY ASSIST	MINNESOTA CREEK RD & DRY GULCH RD, Paonia, CO	PPD	DIST3	
10:04:34	Disturbance	GRAND AVE, Paonia, CO	PPD	PPD	UTL

Total Incidents for this Date: 2

Date Occurred: 06/04/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:39:05	911/hangup	ONARGA AVE, Paonia, CO	PPD	PPD	
16:57:35	911/hangup	MAIN AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 06/05/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:48:53	Information	GRAND AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 06/06/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:30:15	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
14:44:35	Information	GRAND AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 06/08/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:22:31	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	VW
20:44:05	AGENCY ASSIST	GERMAN CREEK LN, Paonia, CO	PPD	DIST3	
23:13:31	SUSPICIOUS	4TH ST, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 3

Date Occurred: 06/09/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:09:27	Juvenile Prob	OAK AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 06/10/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
01:00:12	SUSPICIOUS	GRAND AVE, Paonia, CO	PPD	PPD	
22:00:18	Noise Complaint	ALDER CT, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 06/11/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
19:46:20	DOMESTIC	ALDER DR, Paonia, CO	PPD	PPD	A
22:18:34	ALARM	HIGHWAY 133, Paonia, CO	PPD	DIST3	

Total Incidents for this Date: 2

Date Occurred: 06/12/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:41:05	Disturbance	GRAND AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 06/13/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:18:51	AGENCY ASSIST	CRAWFORD RD, Paonia, CO	PPD	DIST3	
15:39:44	DEATH INVESTGTN	POPLAR AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 06/16/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:57:05	Code Enforce	MAIN AVE, Paonia, CO	PPD	PPD	WW
11:11:51	Code Enforce	MAIN AVE, Paonia, CO	PPD	PPD	WW
11:18:06	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	WW
12:30:10	DEATH INVESTGTN	ALDER DR, Paonia, CO	PPD	PPD	

Time Nature Address Agency Loctn Dsp
Total Incidents for this Date: 4

Date Occurred: 06/19/23

Time Nature Address Agency Loctn Dsp
15:23:10 SHOPLIFTING 2ND ST, Paonia, CO PPD PPD
Total Incidents for this Date: 1

Date Occurred: 06/20/23

Time Nature Address Agency Loctn Dsp
08:35:51 Code Enforce NIAGARA AVE, Paonia, CO PPD PPD WW
09:04:18 Code Enforce 1ST ST, Paonia, CO PPD PPD WW
09:55:16 Wanted Person STAHL RD & SAMUEL WADE RD,
Paonia, CO PPD PPD A
12:03:34 Resisting STAHL RD & SAMUEL WADE RD,
Paonia, CO PPD PPD A
13:41:56 Code Enforce ORCHARD AVE, Paonia, CO PPD PPD WW
13:54:32 Code Enforce NORTH FORK AVE, Paonia, CO PPD PPD WW
14:34:20 Code Enforce 3RD ST, Paonia, CO PPD PPD WW
Total Incidents for this Date: 7

Date Occurred: 06/21/23

Time Nature Address Agency Loctn Dsp
09:02:19 Information GRAND AVE, Paonia, CO PPD PPD
12:36:06 VIN INSPECTION MEADOWBROOK BLVD;
Paonia, CO PPD PPD
13:07:03 Traffic Stop 5TH ST & BOX ELDER AVE, Paonia, CO PPD PPD CIT
Total Incidents for this Date: 3

Date Occurred: 06/22/23

Time Nature Address Agency Loctn Dsp
08:39:16 Code Enforce BOX ELDER AVE, Paonia, CO PPD PPD WW
09:27:16 ANIMAL CONTROL CLARK AVE, Paonia, CO PPD PPD
15:06:16 Traffic Stop RIO GRANDE AVE, Paonia, CO PPD PPD CIT
18:25:27 Information GRAND AVE, Paonia, CO PPD PPD
Total Incidents for this Date: 4

Date Occurred: 06/23/23

Time Nature Address Agency Loctn Dsp
15:30:01 CRIM MISCHIEF 4TH ST, Paonia, CO PPD PPD
Total Incidents for this Date: 1

Date Occurred: 06/24/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:15:15	ANIMAL CONTROL	MAIN AVE, Paonia, CO	PPD	PPD	
07:14:17	VIN INSPECTION	MEADOWBROOK CT, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 06/26/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:28:25	THEFT	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
19:09:47	ANIMAL CONTROL	MAIN AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 06/27/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:24:37	AGENCY ASSIST	4190 LN, Paonia, CO	PPD	DIST3	
Total Incidents for this Date: 1					

Date Occurred: 06/28/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:31:06	CITIZEN ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
22:18:22	TrafficAccident	5TH ST & GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 06/29/23

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:25:40	Disturbance	OAK AVE, Paonia, CO	PPD	PPD	
15:20:53	DOMESTIC	PAN AMERICAN AVE, Paonia, CO	PPD	PPD	A
19:55:28	Traffic Stop	2ND ST & GRAND AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 3					

Total reported: 51

A-3, CIT-3, UTL-1, VW-1, WW-6

ARREST=A
 CIT=CITATION
 UTL=UNABLE TO LOCATE
 VW= VERBAL WARNING
 WW-WRITTEN WARNING

Report Includes:

All dates between `00:00:01 06/01/23` and `00:00:01 06/30/23`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities

Town of Paonia

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Resolution 12-2023

Town of Paonia

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

AGENDA ITEM:	Agenda Item No. 1 - Resolution 12-2023 Clarifying NFVAAC Organization and Duties
SUBMITTED BY:	Stefen Wynn, Town Administrator
DATE:	8.2.2023
BACKGROUND:	On September 8, 2022 the Board passed Resolution 12-2022 establishing the NFVAAC, providing for organization of the committee and adding expected duties. On July 11, 2023, the Board passed Resolution 10-2023 Adopting Rules Concerning the Activities of Committees Established by the Board of Trustees. After reviewing the resolutions, Res. 12-2022 needed clarifications to match the intent of Res. 10-2023. The Town Administrator reviewed Res. 12-2022 and recommended clarifications to the organization of the committee as well as the duties of the committee. Org. Structure - only advisory for operations and budgetary needs; Duties - TA is liaison between all parties; reporting required for normal budgetary cycle through the TA and Treasurer for inclusion in Town Budget to the Board; changed 'master plan' to 'capital improvement plan'; require that CIP be kept in Town Hall; and clarified 2nd meeting in March and 1st meeting in September for reports to the Board.
BUDGET:	N/A
RECOMMENDATION:	I move to approve Resolution 12-2023, a Resolution of the Town of Paonia, Colorado, Clarifying the Organization and Duties of the North Fork Valley Airport Advisory Committee
ATTACHMENT:	Attachment A: Res. 12-2023 PROPOSED Attachment B: Res. 10-2023 Attachment C: Res. 12-2022

RESOLUTION 12-2023

A RESOLUTION OF THE TOWN OF PAONIA, COLORADO, CLARIFYING THE ORGANIZATION AND DUTIES OF THE NORTH FORK VALLEY AIRPORT ADVISORY COMMITTEE

WHEREAS, the Town of Paonia (the “Town”) has a seventy-five percent (75%) undivided ownership interest in the North Fork Valley Airport (7V2) (the “Airport”), and Delta County, by and through its Board of County Commissioners (the “County”) has a twenty-five percent (25%) undivided ownership interest in the Airport;

WHEREAS, the operational Memorandum of Understanding (MOU) and supplement between the Town and the County, dated September 21, 2009, as to the management, maintenance, income and capital improvements at the Airport remains in full effect;

WHEREAS, the Town established the North Fork Valley Airport Advisory Committee (the “Committee”) on the 8th day of September, 2022, pursuant to Resolution No. 12-2022, for the purpose of advising the Town Board of Trustees on matters related to the Airport; and

WHEREAS, the Town continues to desire to have user input with reference to operational and administration issues arising from of the Airport, and wishes to clarify the organization and duties of the Committee by this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO,

1. The North Fork Valley Airport Advisory Committee (the “Committee”) shall consist of three (3) persons with interest in the North Fork Valley Airport (7V2) (the “Airport”), and one (1) person representing the Town of Paonia (the “Town”); the Fixed Base operator (FBO) at 7V2 shall be an ex-officio member of the Committee;
2. Application of interest to become a member of said Committee shall be made in writing to the Paonia Board of Trustees;
3. Each of the three (3) airport interested Committee members shall serve a term of four (4) years. At the initiation of the Committee, two (2) members shall be appointed for four (4) years and one (1) shall be appointed for two (2) years to stagger the terms. The Town-appointed member shall be appointed, per any need, following election cycles;
4. The Chair of the Committee shall be elected by its members;
5. The Committee shall only advise the Town in matters related to the operations and budgetary needs of the Airport;
6. The Committee is an advisory body, and has absolutely no authority to bind, or act

on behalf of, the Town.

Duties of the North Fork Valley Airport Advisory Committee:

- A. The Town Administrator shall be the liaison between the Committee, the Town, and the County on airport matters including information sharing and planning needed for the Airport;
- B. The Committee shall report any budgetary requirements at the Airport to the Town Administrator and the Town Treasurer during the normal budget cycle so that budgetary needs can be timely presented to the Paonia Board of Trustees;
- C. The Committee shall create a five (5) and ten (10) year Capital Improvement Plan for the Airport and keep it on file at the Town Hall for the Town of Paonia;
- D. The Committee shall furnish a report to the Paonia Board of Trustees for the second meeting in March and the first meeting in September of each year, and may furnish additional reports as may be necessary;
- E. The Committee shall conduct tours of the Airport with new Paonia Trustees and other interested parties as to the ownership, operation, maintenance, and capital improvements required at the Airport.

ADOPTED this 8th day of August 2023, by the Town Board of Trustees of the Town of Paonia.

By: _____
Mary Bachran, Mayor

Date: _____

ATTEST: _____
Samira K. Vetter, Town Clerk

RESOLUTION NO. 10-2023

A RESOLUTION ADOPTING RULES CONCERNING THE ACTIVITIES OF COMMITTEES ESTABLISHED BY THE BOARD OF TRUSTEES

WHEREAS, the Town Board has established committees consisting of two (2) Board members to serve in an advisory capacity and as liaison to the full membership of the Board concerning certain categories of Town business, including the Personnel Committee, Streets Committee, Public Safety Committee, Parks Committee, Finance Committee, and the Water, Sewer, and Trash Committee (each, a "Board Committee"); and

WHEREAS, the Town Board desires to adopt rules for all Board Committees, currently or hereafter established, to ensure the activities of such Committees do not interfere or impermissibly overlap with the roles and responsibilities of Town officers and employees, or the powers and duties reserved to the Town Board as a whole.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, THAT:

Section 1. The following rules shall apply to all Board Committees currently or hereafter established:

A. Board members will be appointed to Board Committees by majority vote of the Board of Trustees at a regular meeting in January of each year. Appointed members shall serve their respective Committees for a term of one (1) year, or until such time as the Board of Trustees reappoints Committee membership.

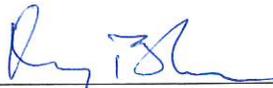
B. Board Committees shall serve in an advisory capacity and as liaison to the full membership of the Board, and shall have no authority to direct the Town staff, or make decisions on behalf of the Town.

C. Board Committees shall perform only such activities or duties as have been assigned to them by motion or resolution of the Board of Trustees.

D. The Board of Trustees will not assign to a Board Committee, and no Board Committee shall engage in or perform, any activity or duty that interferes with the duties of any Town officer or employee.

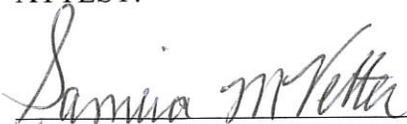
Section 2. Any previous resolutions, policies, or documents, or any portions therefore, that conflict with the provisions of this resolution, are hereby repealed to the extent of such conflict.

PASSED, APPROVED, AND ADOPTED by the Board of Trustees of the Town of Paonia on this 11th day of July, 2023.



Mary Bachran, Mayor

ATTEST:



Samira Vetter, Town Clerk



**RESOLUTION 12-2022
A RESOLUTION OF THE
TOWN OF PAONIA, COLORADO,
CREATION AND DESIGNATION OF
THE NORTH FORK VALLEY
AIRPORT ADVISORY COMMITTEE**

DESIGNATING THE NORTH FORK VALLEY AIRPORT ADVISORY COMMITTEE TO REPRESENT AND ADVISE THE TOWN OF PAONIA ON MATTERS RELATED TO THE NORTH FORK VALLEY AIRPORT (7V2, Colorado State airport identifier)

WHEREAS, The Delta County Colorado Board of County Commissioners (The County) disbanded the Delta County Colorado Airport Advisory Board and replaced it with a Delta Blake Field specific Advisory Board;

WHEREAS, The Town of Paonia (The Town) desires to have user input reference any operation and administration questions arising from of the North Fork Valley Airport;

WHEREAS, The 2009 operational Memorandum of Understanding (MOU) and supplement with Delta County, Colorado as to the management, maintenance, income and capital improvements at the North Fork Valley Airport remains in full effect;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO,

1. Hereby establishes the North Fork Valley Airport Advisory Committee (The Committee)
2. Said Committee shall consist of three (3) persons with interest in in The North Fork Valley Airport and one (1) person representing the Town of Paonia, the Fixed Base operator (FBO) at the North Fork Valley Airport shall be an ex-officio member of the Committee
3. Application of interest to become a member of said Committee shall be made in writing to the Paonia Board of Trustees
4. Each of the 3 airport interested Committee members shall serve a term of four (4) years. At the initiation of the Committee, 2 members shall be appointed for 4 years and 1 shall be appointed for 2 years to stagger the terms. The Town appointed member shall be appointed, per any need, following election cycles
5. The Chair of the North Fork Valley Airport Advisory Committee shall be elected by its members
6. The North Fork Airport Advisory Committee has only the authority to advise the Town of Paonia reference pertaining to 7V2

Duties of the North Fork Valley Airport Advisory Committee:

- A. The Committee shall be the liaison between The Town and The County on airport matters including information sharing and planning required at 7V2
- B. The Committee shall report any budgetary requirements at 7V2 to the Paonia Board of Trustees in a timely basis
- C. The Committee shall create a 5- and 10-year master plan for the airport and keep it on file at the Town of Paonia
- D. The Committee shall report to the Paonia Town Council in March and September of each year, and additionally as needs arise
- E. The Committee shall conduct tours of 7V2 with new Paonia Trustees and other interested parties as to the ownership, operation, maintenance, and capital improvements required at 7V2

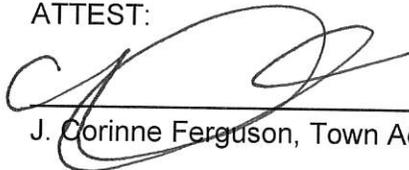
ADOPTED this 8th day of September 2022, by the Town Board of Trustees of the Town of Paonia.

TOWN OF PAONIA, COLORADO



Mary Bachran, Mayor

ATTEST:



J. Corinne Ferguson, Town Administrator/Clerk

