



TOWN OF PAONIA
REGULAR TOWN BOARD MEETING AGENDA
TUESDAY, JUNE 27, 2023 6:30 PM

Join Zoom Meeting
<https://us02web.zoom.us/j/86201883038>
 Meeting ID: 862 0188 3038

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

Jeremiah Garcia has passed his D Water Treatment Examination.

Public Comment

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

Consent Agenda

1. **Minutes**
[May 23, 2023 Regular Meeting](#)
[June 12, 2023 Special Meeting](#)
[June 13, 2023 Regular Meeting](#)
[June 21, 2023 Special Meeting](#)
- 2.
3. **Retail Marijuana License Renewal**
[Paonia Purple Inc - 204 Second Street](#)

Staff Reports

Actions & Presentations

[Consideration and approval of EDFOODYO LLC request to modify liquor license premises to include sidewalk dining area.](#)

[Consideration and approval of Western Slope Conservation Centers request for a Town gravel donation for the River Park - Kathy Schwartz](#)

[Consider a mid-block Pedestrian crosswalk on Grand Avenue](#)

Designation of handicapped parking at Town Park

Consideration of a mobility route on 3rd Avenue

[Discussion of proposed changes to code pertaining to water companies](#)

[Consideration and approval of new 'Commercial Sidewalk Permit Application](#)

[Consideration and approval of SGM Scope of Work and Contract for 5th and Grand Engineered Plans to CDOT standards.](#)

[Consideration and Approval of Staff Recommendation for Town Contribution to Employee Health benefits](#)

[Consideration and approval of purchase of Laptop for New Town Administrator](#)

[Consideration and approval of CIRSA Property Casual Renewal 2024](#)

[Consideration and approval of CIRSA Workmans Comp Ins 2024](#)

Consideration and approval of Delta County Department of Human Services, and Law Enforcement Agencies.

Executive Sessions

1. EXECUTIVE SESSION, pursuant to Section 24-6-402(4)(e)(I), C.R.S., for determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators, relative to a contract with a finalist candidate for the position of Town Administrator.
2. EXECUTIVE SESSION, pursuant 14:23 to C.R.S. Section 24-6-402(4)(f)(I), for the purposes of discussing a personnel matter concerning employees who have not requested that the matter be discussed in an open meeting, specifically pertaining to compensation and potential promotions.
[Consideration and approval of MOU between Paonia Police Department and Delta County Human Services and Law Enforcement](#)

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

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Consent Agenda

Town of Paonia

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Minutes

Minutes
Regular Town Board Meeting
Town of Paonia, Colorado
May 23, 2023

RECORD OF PROCEEDINGS

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

Roll Call

PRESENT

Mayor Mary Bachran

Trustee/Mayor Pro-Tem Thomas Markle

Trustee Dave Knutson

Trustee Paige Smith

Trustee Rick Stelter

Trustee Morgan MacInnis

Trustee Valentine - arrives at 6:37pm

Correspondence Received

No comments

Approval of Agenda

Trustee Knutson asks if the Parks and Public Safety Committee reports can be moved up on the agenda since there are some items they would like on a future agenda.

Trustee/ Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Smith to add the Mayor Pro-Tem and committee appointments to the agenda as a non-voting item.

Trustee Markle states that it was removed in violation of Board direction.

Town Attorney Cotton-Baez advises that it can be discussed and should have been on the agenda but was not due to a misunderstanding.

Trustee Markle explains that he feels it should be at least discussed because the Board voted that it be on this agenda and that action should not be able to be superseded by one Board member and that their processes need to be looked at.

Trustee Knutson explains that upon thinking about it he was worried about the divisiveness of the topic.

Voting Aye: Trustee/Mayor Pro-Tem Markle

Voting Nay: Trustee Smith, Trustee Stelter, Trustee Valentine, Trustee MacInnis, Trustee Knutson

Interim Administrator Klusmire asks that verbal updates be added under Staff Reports for her and Public Works Director Heiniger.

The motion to approve the agenda with the additions of an Administrators and Public Works Director Report carries unanimously.

Announcements

Trustee Knutson reminds the community that Memorial Day is coming, and the American Legion has an annual ceremony on the Bridge.

Trustee/Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Smith, to add communication policy to June 13th regular meeting.

Trustee/ Mayor Pro-Tem Markle explains that he received a group text about a meeting and prefers that they not do that even though it is allowed. He prefers that be done by email, so a record exists.

Town Clerk Vetter asks to poll the Trustees votes.

Voting Aye: Trustee/Mayor Pro-Tem Markle, Trustee Smith, Trustee Knutson

Voting Nay: Trustee MacInnis, Trustee Stelter, Trustee Valentine

Mayor Bachran breaks the tie by voting Nay.

The motion fails.

Trustee/Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Smith, to add building permit valuation discussion to the June 13 Regular meeting.

Voting Aye: Trustee Smith, Trustee/Mayor Pro-Tem Markle, Trustee Knutson, Trustee Valentine. Trustee MacInnis

Voting Nay: Trustee Stelter

The motion carries.

Mayor Bachran introduces the new District Administrator of North Fork Pool, Parks & Recreation, Stephanie Bureau who is in attendance along with newly appointed Board Member Scott Shishim

Kira Gregory from CDPHE will be in Paonia to offer the Board and staff; incident command and disaster Financial Structure training on June 6th or 7th.

A poll will be done after the meeting to schedule a time.

Thank you to Christine Patterson who volunteered to water plants and help weed the town planters.

Travel Lemming website has listed Paonia as #17 on its list of 150 best things to do this summer in the United States.

Starting May 24th, 2023, CDOT is offering a free shuttle commuter service to Carbondale with three pick-ups in the morning and three pick-ups in the evening.

Jason Smith, the project director for the sinkhole project on 133 says the temporary bridge is ordered but is in North Carolina, so they have no date for shipping. They are working on the Bridge platform design right now and say they will be working seven days a week when the bridge arrives.

Trustee Knutson thanks the Mayor for being "a badger" on this one because the community needed someone to be.

Public Comment

S. Watson: A few meetings ago said the planning commission needs more training, training we had was about due process. According to the state statute 31-23 -204 of CRS says the Planning Commission needs to have one regular meeting a month. If they do not have any items on their agenda they could use that time for familiarizing themselves with Master Plan etc.

C. Patterson: Last Special Meeting was a lot of things not agendized in that meeting. Decisions made quickly, it was concerning and doesn't feel like it fell under the Sunshine Laws. This Town is finally in a good place, and she would like to see it keep going forward.

Consent Agenda

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

Trustee/ Mayor Pro-Tem Markle asks about the highlighted disbursements.

Mayor Bachran explains a few of the corrections made to disbursements.

Trustee Stelter thanks the Finance Committee for being so thorough in their duties during the transition.

The motion carries unanimously.

Staff Reports

Interim Town Administrators Report:

There was an error found in the health insurance, and if the change was approved to the new way of doing it: 90% Employee 50 % Dependent, we cannot find where the decision was made on the record. On-boarding was mostly verbal, and we have a mess to untangle but we are working on it.

We cannot find any height restrictions or setbacks in commercial zoning and we need to fix that now.

There was a memo mistake, and it needs to be addressed so we all know in the future that as a board; if it is a personal opinion, it has to be addressed in a meeting. General information is ok to be dispersed through the Clerk, but if it needs to be on an agenda it needs to go to a meeting.

Email/text etiquette: Administrators are allowed to give employee/employer updates, which is not discoverable. The proper way to do that is to send it to all Trustees at once, so that everyone has all information needed

Water plant update: The replacement parts needed are 2 1/2 months out, shipping-wise, so we are negotiating with other communities for one of their spares which we will then replace, when ours arrives.

Public Works Director update:

Sewer collapse project is complete!

Water plant: The malfunctioning part has been bypassed and the plant is limping along but it is not repaired or a solid solution..

Actions & Presentations

1. Water Moratorium Update- Respec

James Starnes and Doug Schwenke attend to answer any questions about the RESPEC water moratorium update.

Trustee Smith asks about Spring data collection and the Colorado Division of Water Resources in the report.

It is explained that some spring meters are in place, but they are not providing consistent enough data.

Colorado Division of Water Resources is the entity in charge of any raw water that is pulled out of the ground, water rights and keeping injury from other entities.

2. Parks and Public Safety:

Trustee Knutson and Trustee Stelter ask the Board to add the following items from their committee reports to a future agenda for discussion and possible action.

- Mobility access to downtown
- Handicapped parking at Town Park close to the entrance or the Ellen Smith Teen Center
- Pedestrian crosswalk, mid-block, providing safe access to Poulos Park.
- Directional signs to Apple Valley Park
- Parking issues on Vista Drive and Pan American due to the Jumbo Trailhead

Trustee Smith points out that they need to do some research so they understand, legally, what the town would be responsible for and could maintain.

Town Attorney Cotton-Baez suggests that the American Disabilities Act is a good guide.

3. Consideration of a revision of the ordinance to allow restaurants with a Liquor License and a sidewalk permit to allow patrons to consume alcohol at outdoor dining tables.

Lindsay Cusack and Ed Vaughn present, explaining the issues that they have with customers and how they would like the board to change the ordinance that would prevent them from having a sidewalk service area at their restaurant.

Public Comment:

S. Watson: Is this a simple vote or a hearing?

Trustee/ Mayor Pro-Tem Markle asks how many businesses have sidewalk and liquor permits and how wide the sidewalks are.

Trustee Smith asks questions about roping it off without impeding pedestrian sidewalk traffic and what is appropriate to comply with the motorized specification in State Statutes

Trustee Knutson asks for a better picture of what it would look like coming from the Post Office.

Trustee MacInnis asks if all of their tables would be this way, including the one on the side.

Trustee Stelter asks about whether the barriers or roped off areas would be something able to be dismantled during off hours.

Trustee Stelter thinks that a public hearing may be best, for the public input since it involves Town property.

Trustee MacInnis asks about Nido's staff would enforce the rules or conditions set for the sidewalk service.

Trustee/ Mayor Pro-Tem asks for more information on which Towns they have talked to that allow Sidewalk service areas.

Discussion continues about research, issues that need to be addressed such as keeping alcohol in designated areas. keeping public right of ways clear, safety, public input, ordinances and enforcement.

Trustee Smith makes a motion, Seconded by Trustee Stelter to bring back the matter on the next agenda with diagrams of the area, examples of other Town Ordinances and Chief Laiminger's opinion.

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

The motion carries.

Trustee Knutson makes a motion, Seconded by Trustee/ Mayor Pro-Tem Markle, for a five-minute recess.

Motion carries unanimously.

The meeting resumes.

4. Consideration and Approval of Resolution 2023-06 Requiring two signatories on bank and credit card accounts.

Trustee/Mayor Pro-Tem Markle makes a motion, Seconded by Trustee MacInnis to accept Resolution 2023-06 as written.

The motion carries unanimously.

5. Consideration and Approval of 2023-04 Revision of 2021-01 Retail Marijuana, removal of medical marijuana license requirement

Town Attorney Cotten-Baez provides background on the need to revise the Ordinance 2021-01.

Trustee Knutson makes a motion to approve Ordinance 2023-04 with the amendments of adding the word medical to the third whereas.

The motion carries unanimously.

6. Consideration & approval of extension to Interim Town Administrator contract

Trustee Smith makes a motion, Seconded by Trustee Valentine to accept the extended contract for the Interim Town Administrator.

The motion carries unanimously.

7. Approval of Revised Town Organization Chart

Interim Town Administrator Klusmire explains the changes: no finance director, outside consultant as financial manager who would handle high level accounting ie. budgets and audits, adds Accountant: Amanda Mojarro for the day to day finances: deposits, utility billing, disbursements and financial statements.

Public Comment:

S. Watson: confused by the Public not being over the Board of Trustees and citizen committees, doesn't like the Zoning Board of Appeals & Adjustments and Planning Commission boards not being on there, need to recognize validity of those Boards as well.

Trustee Smith agrees that citizens need to be put back above the Board of Trustees and the Building Inspector needs to be put back on there.

Trustee Knutson makes a motion, Seconded by Trustee/ Mayor Pro-Tem Markle to approve the organization chart as written with Building Inspector and Citizens added.

The motion carries unanimously.

8. Consideration and approval of Resolution 2023-07: Appointing an Officer - Town Treasurer

Interim Administrator Klusmire explains that many municipalities appoint their Town Administrator as Treasurer too avoid personnel issues by keeping an employee from being a statutory officer.

Trustee Knutson asks if it doesn't cause the same type of issues we already had.

Administrator Klusmire explains that organizationally you still have to go through the same process, but the Board both hires the Town Administrator and appoints the Treasurer.

Town Attorney Cotton-Baez explains that the process of removal is easier and more efficient and it also clears up authority issues with the Town Administrator supervising the Finance Director.

Trustee/ Mayor Pro-Tem Markle states that they had been told that it was common to have the Finance Director as Treasurer and that is what they did. Since a Statutory official has to have a public hearing for removal he feels maybe it is beneficial to have more eyes on the finances.

Trustee Stelter makes a motion, Seconded by Trustee Knutson to approve Resolution 2023-07 as written.

Voting Yea: Trustee Knutson, Trustee Smith, Trustee Stelter, Trustee MacInnis, Trustee Valentine

Voting Nay: Trustee/Mayor Pro-Tem Markle

The motion carries.

9. Consideration and approval of the Hazard mitigation plan

Public Comment:

S. Watson: Asks about trees? Many are falling, badly pruned and dangerous.

Discussion continues about adding trees, how action plans are being put into action, multiple hazards, high rivers, river ramps and the dam.

Trustee Knutson makes a motion, Seconded by Trustee Stelter to makes suggested changes and forward to the County.

The motion carries unanimously.

10. Update on Town Administrator hiring process

Trustee Smith announces that there are ten preliminary candidates that will be interviewed Thursday and Friday and that she will send the schedule to the Interim Town Administrator.

Interim Town Administrator reminds them that screening interviews are meant to be short and see if they are a good fit and then at final interviews you get into skill sets.

Executive Session

Trustee/ Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Stelter, to go into Executive Session, under C.R.S. Section 24-6-402(4)(b), for a conference with the Town's Water Attorney for the purpose of receiving legal advice on specific legal questions regarding the Town's water rights.

Executive Session begins: 8:52 pm

Executive Session ends: 9:34 pm

Point of Order is called over disruptive behavior from the public.

Participants in the Executive Session were Mayor Bachran, Trustee/ Mayor Pro-Tem Markle, Trustee Stelter, Trustee Smith, Trustee Knutson, Trustee MacInnis, Trustee Valentine, Interim Town Administrator Klusmire, Town Attorney Cotton-Baez and Town Water Attorney Sherry Caloia.

No concerns were noted.

Trustee Stelter makes a motion, Seconded by Trustee Smith, to extend the meeting for 30 minutes.

Voting Yea: Trustee Knutson, Trustee Smith, Trustee Valentine, Trustee Stelter, Trustee MacInnis

Voting Nay: Trustee/Mayor Pro-Tem Markle

The motion carries.

Trustee/ Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Stelter, to go into Executive Session, under C.R.S. Section 24-6-402(4)(b), for a conference with the Town's Water Attorney for the purpose of receiving legal advice on specific legal questions regarding the Town's water rights.

Voting Yea: Trustee Knutson, Trustee Smith, Trustee Valentine, Trustee Stelter, Trustee MacInnis

Voting Nay: Trustee/Mayor Pro-Tem Markle

The motion carries.

Executive session begins: 9:37 pm

Executive Session ends: 10:01 pm

Participants in the Executive Session were Mayor Bachran, Trustee/ Mayor Pro-Tem Markle, Trustee Stelter, Trustee Smith, Trustee Knutson, Trustee MacInnis, Trustee Valentine, Interim Town Administrator Klusmire, Town Attorney Cotten-Baez and Town Water Attorney Sherry Caloia.

No concerns were stated.

Adjournment

The meeting adjourns at 10:03 pm

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

Minutes
Special Town Board Meeting
Town of Paonia, Colorado
June 12, 2023

RECORD OF PROCEEDINGS

Mayor Bachran calls the meeting to order at 2:47 pm

Roll Call

PRESENT

Mayor Mary Bachran

Trustee/Mayor Pro-Tem Thomas Markle

Trustee Dave Knutson

Trustee Paige Smith

Trustee Morgan MacInnis

Trustee John Valentine (arrives at 3:00 pm)

Trustee Rick Stelter (arrives at 2:53 pm)

Approval of Agenda

Motion made by Trustee/Mayor Pro-Tem Markle, Seconded by Trustee Knutson, to approve the agenda.

The motion carries unanimously.

Executive Session

Motion made by Trustee/Mayor Pro-Tem Markle, Seconded by Trustee Knutson, to enter into Executive Session, pursuant to Sections 24-6-402(4)(e) and 24-6-402(4)(g) of the Colorado Revised Statutes, for the purposes of determining positions and developing strategy relative to matters that may be subject to negotiation, and for consideration of documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, all in relation to interviews and discussion of non-finalist applicants for the Town Administrator position.

The motion carries unanimously.

Executive Session begins: 2:48 pm

Executive Session ends: 4:40 pm

Participants in the Executive Session were Mayor Bachran, Trustee/ Mayor Pro-Tem Markle, Trustee Smith, Trustee Valentine, Trustee Stelter, Trustee MacInnis, Trustee Knutson and Interim Town Administrator Klusmire.

No concerns were stated.

Trustee Smith makes a motion, Seconded by Trustee MacInnis to notify finalists Kevin Flanagan, Stefen Wynn, Patrick Marsh and Angela Lawrence

The motion carries unanimously.

Adjournment

The meeting adjourns at 4:41 pm

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

DRAFT

Minutes
Regular Town Board Meeting
Town of Paonia, Colorado
June 13, 2023

RECORD OF PROCEEDINGS

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

Roll Call

PRESENT

Mayor Mary Bachran

Trustee/Mayor Pro-Tem Thomas Markle (joins at 6:40 pm)

Trustee Dave Knutson

Trustee Paige Smith

Trustee John Valentine

Trustee Rick Stelter

Trustee Morgan MacInnis

Correspondence Received

Mayor Bachran thanks the 4th graders from North Fork School of Integrated Studies for their persuasive letters and input on town needs!

Approval of Agenda

Trustee Stelter makes a motion, Seconded by Trustee MacInnis to approve the agenda. The motion carries unanimously.

Announcements

There is an open seat on the Planning Commission, letters of interest due by next meeting, June 27th. Monica Foguth's term has ended and the Town thanks her for her service.

Highway133 will be open early next week with the temporary bridge!!! Thank you CDOT!

Town Administrator interviews: Four finalists have been selected: Kevin Flanagan, Angela Lawrence, Stefen Wynn and Patrick Marsh; they will all be arriving in Paonia on June 19th to participate in final interviews.

There will be a Community Meet and Greet with the finalists on June 20th at 6:15 pm, please submit your questions ahead of time by emailing them to Paonia@townofpaonia.com or dropping them by the Town Hall.

Mayor Bachran gives 'Kudos' to Paonia Police Department with their handling of a call with visitors in town and their excellent representation of Paonia.

Public Comment

W. Brunner: Recorded his complaint about the discussion about him at the May 15 Special Meeting that he was unable to attend and defend himself. He also didn't appreciate the registered letters he received from the Interim Town Administrator and Town Attorney afterwards. He states the charges against him were false and overblown and highlights the incompetence of the Interim Administrator and Town Attorney.

S. Watson: Observes that we are having lots of downtown business discussions and events, suggests that the Town needs to start some downtown planning instead of addressing issues one by one. If a planning process were to start; including business owners, citizens and committees, more could be accomplished effectively.

Consent Agenda

Trustee Knutson makes a motion, Seconded by Trustee Steler, to approve the Consent Agenda.

Trustee Smith asked questions about the exact fees waived for Cherry Days and the BMW Rally. Town Clerk Vetter clarified that only the park fees were waived as the Board voted and all other fees were still assessed.

The motion carries unanimously.

Staff Reports

Interim Town Administrator

Reports that the new finance funds in place and ready to begin being used.

Accountant/ Deputy Clerk Amanda Mojarro doing a great job being proactive with the training she received in Utah and already putting in place things she learned.

Dorris sewer line grant is awarded and the project is being put out to bid tomorrow. Thank you to Mayor Bachran for writing the grant.

The Town is expecting to hear about the funding for the Hydrology study soon.

The Town received insignificant damage from flooding and we are anticipating the peak point is past, though caution should still be used.

The Town will be applying to DOLA for grants to fix the code and resolutions.

Trustee Knutson asks whether a budget revision will likely be needed this year, Administrator Klusmire explains that the complicated budget format made budget revisions more likely, the simplified version may preclude this.

Trustee Knutson also asks about sidewalk funds and the marijuana shop money and for clearer answers for what is being done with that revenue. Administrator Klusmire explains that is a conversation to be had with the new administrator, closer to budget time.

Police Chief

Chief Laiminger encourages all citizens to sign up for Delta County Alerts. He also asks the public to please slow down on Hiway 133 where construction is taking place, it isn't safe and State Patrol is now monitoring the area.

Public Works Director

The new part for the Water treatment plant should be here next week.
Cedar Hill fire mitigation has started, right now it is a small crew, but they have already made significant progress.

Actions & Presentations

Other Items

1. Discussion about support of Public Art at the Hearth (138 Grand Avenue) - Alicia Michelson

Alicia Michelson presents and passes out handouts. The Learning Council has recieved a grant to curate the space for art and gathering.

Public Comment:

S. Watson: Asks if the Town has an encroachment permit process.

W. Bunner: states that the sign code was abandoned with the Thiliveris annexation so doesn't see why it should apply here.

1. Consideration of Request to install Speed Limit Signs on 3rd St and on Rio Grande Avenue - Ben Graves

Ben Graves presented by Zoom and talks about the walkable streets and how dangerous they are becoming and asks for the Board to add speed limit signs in key places to make our town safer, more walkable and bikeable.

Public Comment:

Z. Bowman: has children and lives on one of the streets in question and is very supportive of the speed limit signs, the speeding is dangerous and believes it would be more enforceable with more speed signs.

S. Watson: wanted to lower speeds in 2017 and there are not enough signs because it is city wide. It was more economical to do it that way and the signs say city instead of town

also because that was cheaper. Still supports lowering the town speed limits because at the time they were changed they were not considering e-bikes, OHV's and deer.

I. Oeser: notices himself speeding and a handmade speed limit sign on a toy has helped him remember to slow down. In favor of more signs.

T. McCurdy: also supports the addition of signs, and glad the parks committee has stayed on top of it! Also wants to say thanks to Cory for clearing the branches from the children at play sign.

Trustee Knutson echoes that living on Pan American he knows how easy it is to speed down that street. He also thanks Mr. Graves for his well put together packet of information.

Trustee Markle: thanks Mr. Graves for starting the conversation and process, Onarga is also bad for speeding and this could alleviate some tension.

Trustee MacInnis points out that the town has many new residents and the additional signs would be a good reminder and that without these signs enforcement becomes a lot harder for the police department. This is also a direct impact around using the Apple Valley Park as a trailhead for Jumbo.

Trustee Knutson makes a motion, Seconded by Trustee Smith, that we approve 'pedestrian/bikes', 'blind curve', multiple '25 mph' and 2 'Apple Valley Park' directional signs to be placed as determined by staff.

The motion carries unanimously.

Trustee Smith makes a motion, Seconded by Trustee Stelter to have Chief Laiminger come to the Board with proposed changes to speed limits.

Public Comment:

S. Watson: Requests a 'No Passing' sign on Second or road markings to make the road narrower.

Z. Bowman: Third St speed limit needs to be lower, lots of kids being walked to school.

E. Horn: lived on the Third St. for over 20 years and there is an increased amount of traffic due to businesses but it is still residential and has a lot of elderly people, she excited it is being looked at.

Trustee Stelter points out that we need to have set in stone standards, stop signs have just appeared in the past and not always in appropriate places. We need to have engineers look at things.

Trustee MacInnis states that he thinks that a lot of this leads into the second Community Engagement session for the Master Plan on the June 24th at the Paonia K-8 school and encourages citizens to attend and be a part of the process.

Motion carries unanimously.

2. Consideration of Nido's request to be allowed to serve alcohol at sidewalk tables at 138 Grand Avenue

Ed Vaughn and Lindsay Cusack, owners of Nido's, state for the record that the address is incorrect on the agenda, Nido's is at 201 Grand Avenue.

Public Comment:

S. Watson: wonders if smaller Bistro tables could help with the space restrictions.

W. Brunner: If you take a restaurants revenue and how much it costs to have a table; you should raise the sidewalk permit rate because it is a disservice the community to miss the revenue.

Trustee Smith asks for clarification about the language in the Liquor code about contiguous and adjacent.

Trustee MacInnis wonders if physical barriers are necessary since it is for a sidewalk area instead of a parklet in a parking stall.

Trustee Markle suggests consulting with the fire department about hydrant space requirements.

Trustee Cotten-Baez requests time to go through the code to ensure no ordinances need to be changed and then a public hearing can be scheduled, if needed.

3. Consideration & Approval of Supplemental Budget Request from Phoenix Rising Resources LLC

Calla Rose Ostrander and Marissa Mommaerts attended by Zoom for Phoenix Rising Resources LLC to request \$650 of supplemental budget funds for postage costs to send out a mailer in an attempt to reach people who are not using technology for community information.

Interim Administrator Klusmire discusses the need to have these things to go through the proper channels and allow the Planning Commission to make suggestions.

Public Comment:

W. Brunner: has lived on fixed price bids for 40 plus years, not reasonable to expect your employer to change prices because you had more work than expected.

Ms. Ostrander explains that they are not over budget- the request is for a task not originally budgeted for and it was suggested at their first community engagement session.

The board discusses research time increases, due diligence and the importance of the Town sticking with the original budget approval.

Trustee Knutson makes a motion, Seconded by Trustee Stelter to take a 5 minute break.

Meeting resumes at 8:52 pm

Trustee Smith makes a motion, Seconded by Trustee Stelter to move agenda items 9,10, 12, 13, 14 be moved before Agenda item 5.

Voting Yea: Trustee Knutson, Trustee Smith, Trustee Valentine, Trustee Stelter, Trustee MacInnis

Voting Nay: Trustee/Mayor Pro-Tem Markle

The motion carries.

9. Consideration and Selection of Colorado Employee Benefit Trust as Employee Insurance Company for July 2023- - June 2024

Trustee Knutson makes a motion, Seconded by Trustee Stelter, to approve the proposal for Colorado Employee Benefit Trust.

The motion carries unanimously.

10. Discussion and Direction to Staff regarding Board policy for Town cost share of health benefits.

Interim Administrator Klusmire explains that the policy to pay 90% employee and 50% dependent was not documented as approved by the Board, employee notifications required for a change were not done and if the Board wished to carry forward with that policy it needed to be taken care of properly. Currently the Town has been paying 90% of the premium across the board.

Public Comment:

W. Brunner: How is this different than embezzlement?

S. Watson: Point of order is called due to off topic.

Trustee Markle: How much money did this cost us?

Trustee Knutson makes a motion, Seconded by Trustee Stelter, to move back to the 90% Employee 50 % dependent contribution in a tiered fashion, 10% a month.

The motion carries unanimously.

12. Consideration, approval, and authorizing signatories to sign agreement with UMB Financial for Purchasing Cards (P-Cards) to replace the Town's current credit cards.

Interim Administrator Klusmire explains the benefits to P-Cards over credit cards and how it can be used for more internal controls.

Public Comment:

W. Brunner: What problem are we addressing here?

Trustee Knutson makes a motion, Seconded by Trustee Stelter to approve signing the agreement with UMB Financial for Purchasing Cards.

The motion carries unanimously.

13. Consideration and Approval of the of the Mayor signing the United States Geological Survey Joint Funding Agreement

Trustee Stelter makes a motion, Seconded by Trustee Knutson to pay the Town's cost of \$4517.00 for the gauging station.

The motion carries unanimously.

14. Consideration and Approval of the Mayor signing Drinking Water Revolving Fund Planning Grant Agreement

Trustee Knutson makes a motion, Seconded by Trustee MacInnis to approve the Mayor signing the Drinking Water Revolving Fund Planning Grant agreement.

The motion carries unanimously.

4. Designation of a handicapped parking at Town Park
Moved to the next meeting agenda

5. Consideration of a mid-block pedestrian crosswalk on Grand Avenue from Town Hall to Poulos Park
Moved to next agenda.
6. Consideration of a directional sign to Apple Valley Park on 3rd street, a crosswalk and traffic signs for AVP entrance
Moved to next agenda
7. Discussion and decisions on parking at the top of Pan American and Vista Drive
Moved to next agenda.

11. Discussion & Appointment of committee's and Mayor Pro-Tem
Trustee/ Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Smith, to extend the meeting to 10 pm.

Voting Aye: Trustee Stelter, Trustee Smith, Trustee Valentine, Trustee MacInnis,

Voting Nay: Trustee/Mayor Pro-Tem Markle

Mayor Bachran appoints Trustee Morgan MacInnis to the Finance and Water Committee.

Trustee/ Mayor Pro-Tem asks that the citation for Mayoral appointments to committees be presented.

15. Struck due to being a duplicate agenda item

16. Discussion of request to vary Building Valuations

Trustee Stelter makes a motion, seconded by Trustee Smith, to have a work session on Building Permit Valuation and Administrative Fee Schedule on the 11th of July at 5pm at the Town Hall.

The motion carries unanimously.

Trustee Knutson makes a motion, Seconded by Trustee Stelter, to extend the meeting to 10:15pm.

Executive Session

Trustee/ Mayor Pro-Tem Markle makes a motion, Seconded by Trustee Stelter to go into Executive Session pursuant to C.R.S. 24-6-402(4)(b) for purposes of conferencing with the Town Attorney to receive legal advice on specific legal questions regarding the encroachment of a fence on Town owned property.

The motion carries unanimously.

Executive Session begins: 9:42 pm

Executive Session ends: 10:11 pm

Participants in the Executive Session are Mayor Bachran, Trustee/ Mayor Pro-Tem Markle, Trustee Stelter, Trustee Valentine, Trustee Smith, Trustee Knutson, Trustee MacInnis, Interim Town Administrator Klusmire and Town Attorney Cotten-Baez.

No concerns were stated.

Adjournment

Meeting adjourned at 10:13 pm.

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

Minutes
Special Town Board Meeting
Town of Paonia, Colorado
June 21, 2023

RECORD OF PROCEEDINGS

Mayor Bachran calls the meeting to order at 8:51 am

Roll Call

PRESENT

Mayor Mary Bachran

Trustee/Mayor Pro-Tem Thomas Markle

Trustee Dave Knutson

Trustee Paige Smith

Trustee John Valentine (arrives at 8:57am)

Trustee Morgan MacInnis

ABSENT

Trustee Rick Stelter

Approval of Agenda

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

The motion carries unanimously.

Actions & Presentations

Executive Session

Motion made by Trustee/Mayor Pro-Tem Markle, Seconded by Trustee Knutson, to go into Executive Session for determining positions and developing strategy relative to matters that may be subject to negotiation, and for consideration of documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, under Colorado Revised Statutes Sections 24-6-402(4)(e) and 24-6-402(4)(g), all in relation to interviews and discussion of finalist applicants for the Town Administrator position.

The motion carries unanimously.

Executive Session begins: 8:58 pm

Executive Session ends: 1:11 pm

Participants in the Executive Session were Mayor Bachran, Trustee/Mayor Pro-Tem Markle, Trustee Smith, Trustee Knutson, Trustee Valentine, Trustee MacInnis, Interim Town Administrator Klusmire, Angela Lawrence, Stefen Wynn and Patrick Marsh.

No concerns were stated for the record.

Trustee Smith makes a motion, Seconded by Trustee Valentine to direct the Interim Town Administrator to begin contract negotiations with the Boards top choice.

The motion carries unanimously.

Adjournment

The meeting adjourns at 1:15 pm.

Samira M Vetter, Town Clerk

Mary Bachran, Mayor

Town of Paonia

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Disbursements

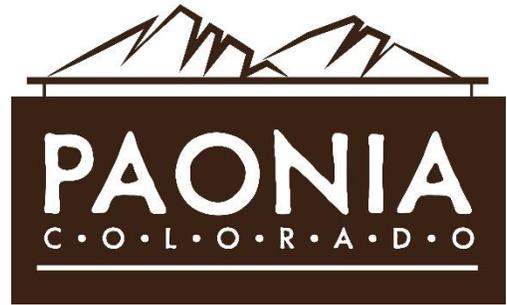
Town of Paonia

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License Renewals



Town Board Staff Report

Subject: Retail Marijuana License Renewal

Author: Samira Vetter

Representing: Town Clerk

Date: 6/27/23

Staff Recommendation- Approve the Renewal of Paonia Purple's Retail Marijuana License

- Local fees have been paid and the Clerk is in possession of receipt of payment to the Department of Revenue.
- All forms and applications have been submitted
- The Police Department has reported no concerns or issues with the location of renewal
- The Public Works Department has reported no concerns or issues with the Business in question.
- The Administrative Department has no issues or concerns with the Renewal of the Retail Marijuana License

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 : PAONIA PURPLE INC

License Number : 402R-00933

License Type : Retail Marijuana Store

License Expiration Date : 08/23/2023

Choose the type of grow if renewing a cultivation.

Indoor, Outdoor or Mixed :

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

Mobile, etc. :

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

Trade Name(s) (DBA) : Paonia Purple Dispensary

Federal Taxpayer ID (FEIN) : 871502047

Colorado Sales Tax License # : 402R-00933

Name of Registered Agent : Robyn Oster

Ownership Type : Corporation

Physical Address

Street Address of Marijuana Business : 204 2nd Street

City : Paonia

County : Delta

State : Colorado - CO

ZIP : 81428

Country : United States

Phone Number : 9703181025

Business Email : robyn@paoniapurpledispensary.com

Mailing Address

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

City : Paonia

County : Delta

State : Colorado - CO

Zip : 81428

Country : United States

Primary Contact Person

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

Phone Number : (970)-318-1025

Email : robyn@paoniapurpledispensary.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 : Yes

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

Field6-17 : No

Please attach any applicable supporting documents.

SupportingDocumentation:

Do you have legal possession of the licensed premises?

Yes/No : Yes

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

Yes/No : No

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

Yes/No : No

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

Yes/No : No

Ownership Structure

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

Corporate Owners:

Is the Owner a Natural Person? : Yes

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

First Name : Robyn

Middle Name : Rhonda

Last Name : Oster

Business Associated With : Paonia Purple Inc

Ownership Percentage in Controlling Entity/Parent Company : 49%

Ownership Percentage in Applicant : 49%

Is the Owner a Natural Person? : Yes

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

First Name : Natalie

Middle Name :

Last Name : Ricks

Business Associated With : Paonia Purple Inc

Ownership Percentage in Controlling Entity/Parent Company : 51%

Ownership Percentage in Applicant : 51%

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

affirmationpacket:

Here_is_your_signed_document_Affirmation_and.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 : No

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) :

Contact Email (if known) :

Current License Status with Local Authority

Status : Approved

Local License Expiration

Date of Expiration : 08/23/2023

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:

Paonia Purple Local Renewal Explanation.docx

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

List here : none.

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

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

FinancialStatements:

2022 Paonia Financials.pdf

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

Yes/No : No

If available online, cite location.

Online Location :

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

Agreements:

Provide a copy of any management agreement(s).

Copyofmanagementagreements:

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

Taxdocumentation:

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

Organizational Documents- Choose which is being provided.

Choose one : By-Laws

Upload document

Orgdocs:

Paonia_bylaws_EXECUTEDdocx.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:

CERT_GS_D.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.

proofpossdoc:

Paoina Lease expires 2025 (2).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:

PaoniaPurple_FloorPlan (1).pdf

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:

Paonia Purple Ownership Structure.docx

If no change to organizational chart, check box below.

No change to Org chart :

Affirmation & Consent

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

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

I Accept :

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

I Accept :

Applicant's Signature : Robyn Oster

Date : 06/05/2023

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 : Oster

Legal First Name : Robyn

Legal Middle Name : Rhonda

Signature : Robyn Oster

Date : 06/05/2023

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 : Robyn Oster

Date : 06/05/2023

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 : Robyn Oster

Date : 06/05/2023

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 : Robyn Oster

, as Controlling Beneficial Owner or Manager for

Field 11-5 : Paonia Purple Inc

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

Signature of Authorized Representative : Robyn Oster

Date : 06/05/2023

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 : Robyn Oster

Field 11-15 : Paonia Purple Inc

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

Signature of Authorized Representative : Robyn Oster

Date : 06/05/2023

Addendum A - Publicly Traded Company

Stock Trading Symbol :

NAICS/SIC Code :

Name of Exchange(s) traded on :

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

Regulatory Agency:

Reporting agencies required reports submitted on: :

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

uploadlistsanc:

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

NonObjectingBeneown:

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

Description :

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

DivestiturePlan:

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

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

auditedfindocs:

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: :

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

Field11-9sanc:

Questions

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

Current/Not Current :

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

Yes/No :

Addendum C- Qualified Institutional Investor

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

QII Regulators:

Reporting agencies required reports submitted on: :

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

listsanc:

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

pbosbytheqii:

Questions

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

Current/Not Current :

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

Yes/No :

Addendum D- Mobile Hospitality

Vehicle Make :

Vehicle Model :

Vehicle Year :

License Plate Number :

VIN :

PUC Permit Number :

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

Yes/No :

Provide the following:

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

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

documentation:

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

- a. A global position system for tracking of the mobile licensed premises.

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

Signature :

Date :

Affirmation of Complete Application

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

I Affirm and Accept :

Signature

Field 14-2sign : Robyn Oster

Date : 06/14/2023

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. : E-mail reminder

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 : No



Marijuana Enforcement Division

Payment Receipt



Receipt #: 768615
Received on: 06/14/2023

Received From: PAONIA PURPLE INC

Date App Rec'd	_____
Compliance Investigator	_____
Assignment Date	_____
Completion Date	_____
Criminal Investigator	_____
Assignment Date	_____
Completion Date	_____
Supervisory Sign Off	_____
Sign Off Date	_____
Due Date	_____

Payment Type	Amount Paid
ECheck	\$2130.00
Total Amount Received:	\$2130.00

Paying the following fees:

License #	Name	Fee Type	Fee Amount	Amount Paid
402R-00933	PAONIA PURPLE INC	Renewal Fee	\$2,130.00	\$2,130.00

Received By: myLic_MED

Print Name

Signature

Mail-in Application



COMMERCIAL LEASE AGREEMENT

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

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

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

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

ARTICLE I RENT, USE, AND TERM

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

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

Section 1.3 Rent and Payments

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

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

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

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

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

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

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

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

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

Section 1.7 Use

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

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

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

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

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

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

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

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

MAINTENANCE, ALTERATIONS, DAMAGE, AND DESTRUCTION Section 2.1 Maintenance and Alterations

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

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

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

Section 2.2 Alterations and Additions

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

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

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

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

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

Section 2.3 Damage or Destruction

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

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

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

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

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

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

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

Section 3.1

ARTICLE III DEFAULTS AND REMEDIES

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

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

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

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

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

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

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

Section 3.3 Landlord's Remedies

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

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

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

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

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

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

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

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

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

Section 3.5 Surrender and Holding Over.

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

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

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

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

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

ARTICLE IV

INSURANCE AND INDEMNITY Section 4.1 Insurance

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

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

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

Section 4.3 Indemnity

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

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

ARTICLE V GENERAL PROVISIONS

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

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

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

Paonia Purple, Inc

P.O. Box 928

Ouray, CO 81427

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

Email: robyn@rockymountaincannabis.com or nricks@rockymountaincannabis.com

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

Chelsea Bookout and Shawn Larson

PO BOX 1205 Paonia, CO. 81428

608 Orchard Avenue, Paonia Colorado

Shawn 970-361-0944

Chelsea 303-775-5318

Email: chelseabookout@gmail.com

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

5.3 by written notice thereof to the other Party.

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

Robyn Oster

Address: PO Box 928, Ouray, CO 81427 Telephone No.: 970-318-1025

Email: robyn@rockymountaincannabis.com

Natalie Ricks

Address: PO Box 928, Ouray, CO 81427 Telephone No. 970-318-8951

Email: nricks@rockymountaincannabis.com

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

Section 5.5. Subordination and Estoppel Certificates.

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

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

Section 5.6 Disputes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LANDLORD:

DocuSigned by:

_____ Chelsea A. Bookout
CC3C7F5E9BA5485...

DocuSigned by:

_____ Shawn D. Larson
3F7BC09C73F34FF...

TENANT:

Paonia Purple, Inc _____

GUARANTORS:

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

<p>DocuSigned by: <i>Robyn Oster</i></p> <hr/> <p>2756DAE3CF9842D</p>	<p>DocuSigned by: <i>[Signature]</i></p> <hr/> <p>BC1151601BF54AF...</p>
<p>Robyn Oster Natalie Ricks</p>	

Natalie Ricks

By Natalie Ricks, President or other Authorized Representative

Exhibit “A” Attached to Lease Agreement

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

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Paonia Purple Inc.

is a

Corporation

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

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/12/2023 that have been posted, and by documents delivered to this office electronically through 06/14/2023 @ 07:04:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/14/2023 @ 07:04:27 in accordance with applicable law. This certificate is assigned Confirmation Number 15065713 .



Jena Griswold

Secretary of State of the State of Colorado

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

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

Town of Paonia



EDFOODYO LLC Modification of Premises



Town Board Staff Report

Subject: Liquor License Modification of Premises to include sidewalk service area

Author: Samira Vetter

Representing: Town Clerk

Date: 6/27/23

Staff Recommendation:

- 1. Approve the Modification of Premises for EDFOODYO LLC to include a sidewalk service area.**
- 2. Approve the waiving of the Local Fees of \$75 for the report of change fee.**

It appears from the last two meetings that as long as safety concerns are met and Liquor Regulations are followed that there weren't any major objections to Nido's located at 201 Grand Avenue being allowed to have a sidewalk service area added to their liquor license. The Town Attorney has confirmed that there are no code changes needed to allow this and all that is needed now is to approve the modification of premises on the local level by motion, with any conditions you may want to have fulfilled and we can provide a statement of use to the State. No public hearing is needed since the 'needs and desires' have already been established by their liquor license.

- State fees are in the possession of the Clerk's office with all the required application paperwork, ready to be submitted with Local Licensing Authority permission.
- The Police Department has reported no further issues or concerns.
- Public Works has reported no further issues or concerns.
- The Clerk's office has no further issues or concerns.

I would also like to request that the local fee for 'Report of Change' of \$75 be waived. When they initially applied for their Liquor License, they asked about the sidewalk service area and were told it would require a change in ordinance. As we have learned, this is not the case and since we, regretfully, gave them the wrong information, it has resulted in an extra cost and steps and with the Boards permission, I would like to waive the local 'report of change' fee in this instance.

Permit Application and Report of Changes

All Answers Must Be Printed in Black Ink or Typewritten

1. Applicant is a		License Number	
<input type="checkbox"/> Corporation	<input type="checkbox"/> Individual	03-17793	
<input type="checkbox"/> Partnership	<input checked="" type="checkbox"/> Limited Liability Company		
2. Name of Licensee <i>edfoodys LLC</i>		3. Trade Name of Establishment (DBA) <i>nido</i>	
4. Address of Premises (specify exact location of premises) <i>201 Grand Avenue</i>		5. Business Email Address <i>edfoodys@gmail.com</i>	
City <i>Paonia</i>	County <i>Delta</i>	State <i>CO</i>	ZIP <i>81428</i>
		Business Phone Number <i>(970) 527-1056</i>	

SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.

Section A – Manager Reg/Change	Section C
<input type="checkbox"/> Manager's Registration (Hotel & Restr.) \$30.00	<input type="checkbox"/> Retail Warehouse Storage Permit (ea) \$100.00
<input type="checkbox"/> Manager's Registration (Tavern) \$30.00	<input type="checkbox"/> Wholesale Branch House Permit (ea)..... \$100.00
<input type="checkbox"/> Manager's Registration (Lodging & Entertainment) \$30.00	<input type="checkbox"/> Change Corp. or Trade Name Permit (ea)..... \$50.00
<input type="checkbox"/> Change of Manager (Other Licenses pursuant to section 44-3-301(8), C.R.S.) NO FEE	<input type="checkbox"/> Change Location Permit (ea) \$150.00
<p><i>Please note that Manager's Registration for Hotel & Restaurant, Lodging & Entertainment, and Tavern licenses requires a local fee with submission to the local licensing authority as well. Please reach out to local licensing authorities directly regarding local processing and fees.</i></p>	<input type="checkbox"/> Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change..... \$150.00
	<input type="checkbox"/> Change, Alter or Modify Premises
	\$150.00 x Total Fee:
	<input type="checkbox"/> Addition of Optional Premises to Existing H/R
	\$100.00 x Total Fee:
	<input type="checkbox"/> Addition of Related Facility to an Existing Resort or Campus Liquor Complex
	\$160.00 x Total Fee:
	<input type="checkbox"/> Campus Liquor Complex DesignationNo Fee
<input type="checkbox"/> Duplicate License \$50.00	<input checked="" type="checkbox"/> Sidewalk Service Area \$75.00

Do Not Write in This Space – For Department of Revenue Use Only		
Date License Issued	License Account Number	Period
<small>The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.</small>		TOTAL AMOUNT DUE \$00

Instruction Sheet

For All Sections, Complete Questions 1-5 Located on Page 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 9 on page 4. Proceed to the Oath of Applicant for signature. Submit to State Licensing Authority for approval.

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 5 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) **For a Retail Warehouse Storage Permit**, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 2) **For a Wholesale Branch House Permit**, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Submit to State Licensing Authority for approval.
- 3) **To Change Trade Name or Corporation Name**, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 4) **To modify Premise, or add Sidewalk Service Area**, go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 5) **For Optional Premises** go to page 4 and complete question 10. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County).
- 6) **To Change Location**, go to page 3 and complete question 7. Submit the necessary information and proceed to page 5 for Oath of Applicant signature. Retail Liquor License submit to Local Liquor Licensing Authority (City or County). Manufacturer, Wholesaler and Importer's Liquor Licenses submit to State Liquor Licensing Authority.
- 7) **Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change**, go to page 4, and complete question 8. Use this section to make a current Noncontiguous Manufacturing Location into a Primary Manufacturing Location, or a Primary Manufacturing Location into a Noncontiguous Manufacturing Location. To be eligible for a Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change, you must be a Colorado state licensed manufacturer of vinous liquor pursuant to section 44-3-402 or 44-3-403, C.R.S.
- 8) **Campus Liquor Complex Designation**, go to page 5 and complete question 11. Submit the necessary information and proceed to page 5 for Oath of Applicant signature.
- 9) **To add another Related Facility** to an existing Resort or Campus Liquor Complex, go to page 5 and complete question 12.

Storage Permit	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="padding-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="padding-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____ ZIP _____</p> <p>Attach a deed/lease or rental agreement for the storage premises.</p> <p>Attach a detailed diagram of the storage premises.</p>				
Change Trade Name or Corporate Name	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name/DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="padding-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="padding-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="padding-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">Old Trade Name</td> <td style="width:50%;">New Trade Name</td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> </table>	Old Trade Name	New Trade Name	Old Corporate Name	New Corporate Name
Old Trade Name	New Trade Name				
Old Corporate Name	New Corporate Name				
Change of Location	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 44-3-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ ZIP _____</p> <p>(c) New mailing address if applicable.</p> <p style="padding-left: 20px;">Address _____</p> <p style="padding-left: 20px;">City _____ County _____ State _____ ZIP _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>				

Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

8. Winery/Limited Winery Noncontiguous or Primary Manufacturing Location Change

Select the option that applies to your situation:

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

(a) Address of Location 1: _____

City _____ County _____ ZIP _____

(b) Address of Location 2: _____

City _____ County _____ ZIP _____

Change of Manager

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

(a) Change of Manager

Former manager's name _____

New manager's name _____

(b) Date of Employment _____

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

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

If yes, give name and location of establishment _____

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

10. Modification of Premises, Addition of an Optional Premises, Addition of Related Facility, or Addition of a Sidewalk Service Area

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

(a) Describe change proposed addition of sidewalk service area in front of entrance to building, which is currently 3 tables, 12 seats.

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

Start _____ (mo/day/year) End _____ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00

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

(If yes, explain in detail and describe any exemptions that apply)..... Yes No

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

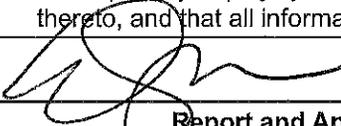
(e) If this modification is for an additional Hotel and Restaurant Optional Premises has the local authority authorized by resolution or ordinance the issuance of optional premises?..... Yes No

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

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

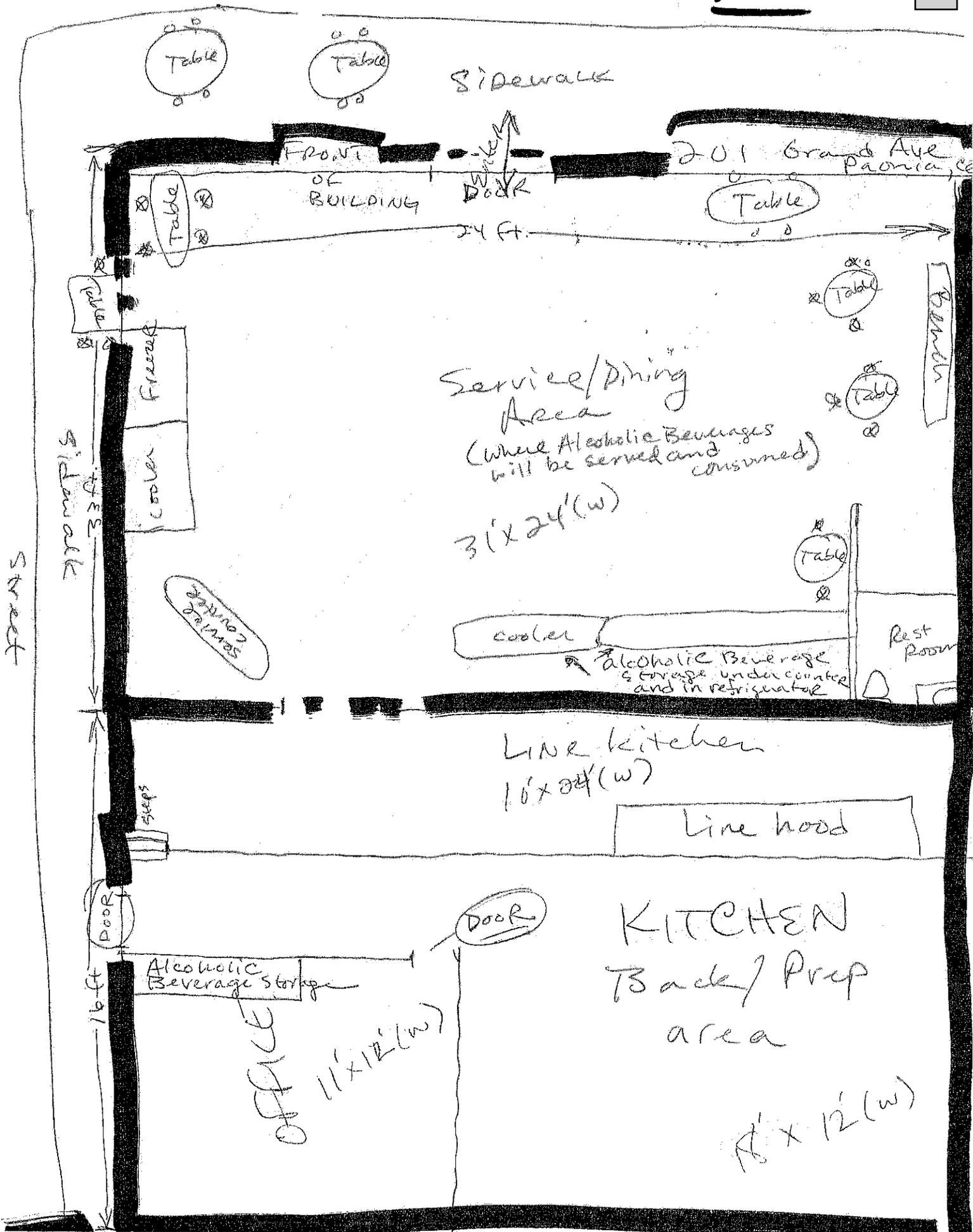
(h) For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), 1 C.C.R. 203-2, include documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

Campus Liquor Complex Designation	<p>11. Campus Liquor Complex Designation</p> <p>An institution of higher education or a person who contracts with the institution to provide food services</p> <p>(a) I wish to designate my existing _____ Liquor License # _____ to a Campus Liquor Complex <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Additional Related Facility	<p>12. Additional Related Facility</p> <p>To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.</p> <p>(a) Address of Related Facility _____</p> <p>(b) Outlined diagram provided <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

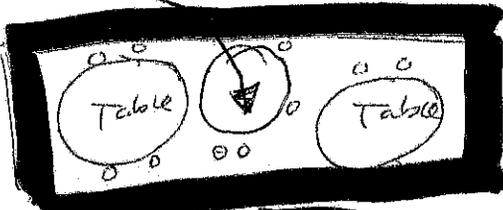
Oath of Applicant		
I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge		
Signature	Print name and Title	Date
	Edgar Vaughn - owner	6/22/23
Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)		
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 44, Articles 4 and 3, C.R.S., as amended. Therefore, This Application is Approved.		
Local Licensing Authority (City or County)		Date filed with Local Authority
Signature	Title	Date
Report of STATE Licensing Authority		
The foregoing has been examined and complies with the filing requirements of Title 44, Article 3, C.R.S., as amended.		
Signature	Title	Date

STREET

EXISTING



Alcoholic Beverages served on sidewalk STREET

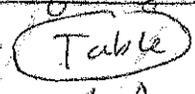


Sidewalk

FRONT OF BUILDING



201 Grand Ave
Pacifica

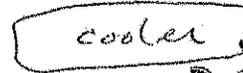


24 FT

Service/Dining Area

(where Alcoholic Beverages will be served and consumed)

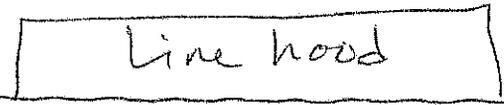
3' x 24' (w)



Alcoholic Beverage storage under counter and in refrigerator

Rest Room

LINE kitchen
10' x 24' (w)



KITCHEN
Back/Prep area

11' x 12' (w)

Alcoholic Beverage storage

OFFICE

11' x 12' (w)



16 ft



Sidewalk

Street

RECEIPT

Town of Paonia

214 Grand Avenue
Paonia CO 81428
970-527-4101

NO. 360743

DATE 6-20-23
PAYD

RECEIVED FROM Cookbooks
One Hundred Sixty-Six
FOR BP 2023-41
TOWN OF PAONIA

\$ 166.45
DOLLARS

AMOUNT OF ACCOUNT		
THIS PAYMENT	<u>166.45</u>	
BALANCE DUE		

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY [Signature]

82-244/1070

456

EDFOODYO LLC
970-697-4499
40160 MATHEWS LANE
PAONIA, CO 81428

DATE 6/22/23

Pay to the Order of Colorado Dept of Revenue \$ 75.00
Seventy five & 00/100 Dollars

Bank of Colorado 1.800.227.7715
THERE'S ONLY ONE bankofcolorado.com

For Liquor license modification

[Signature] NP

⑆ 10700 2448⑆ 570 1089849⑆ 00456

RECEIPT

Town of Paonia

214 Grand Avenue
Paonia CO 81428
970-527-4101

NO. 360745

DATE 6-22-23
PAYD

RECEIVED FROM Ed Foodyo LLC
Seventy Five
FOR Liquor license modification
TOWN OF PAONIA

\$ 75.00
DOLLARS

AMOUNT OF ACCOUNT		
THIS PAYMENT	<u>75.00</u>	
BALANCE DUE		

- CASH
- CHECK
- CREDIT CARD
- MONEY ORDER

BY [Signature]

Town of Paonia



Western Slope Conservation Center – Kathy
Schwartz

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.)
Paonia River Park Gravel Donation

Name of Requester or Presenter: Kathy Swartz

Representing: (Group or Agency name, or Self) Western Slope Conservation Center

Date of submittal: 06/14/2023

Date of Requested Board Meeting: (Insert Board Meeting date) 06/27/2023

Specific request:

Western Slope Conservation Center owns the Paonia River Park, the Delta County School District owns the K-8 School Loop trail, and the Town owns the parking lot which serves both properties. The Paonia River Park trails are used by hundreds of people each month...it's important to the well-being of the community, whether it's people easily connecting with nature, walking their dogs, launching their rafts to float the North Fork, or walking the K-8 Loop trail to school. How many of you have walked the trails or used the park?
With this background in mind, I'm asking the Council to approve the donation of gravel for the River Park parking lot.

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.

The Paonia River Park and School Loop trails have sustained over \$60k in estimated damages from flooding from the river and the Paonia Ditch. (This includes all labor and materials to fix the trails.) Western Slope Conservation Center and Nature Connection are jointly working to fundraise and repair the trails. We are working with state government entities, DMEA, businesses, and the general public to fundraise for this, which is no small undertaking.

While the parking lot, which serves both the River Park and the School Loop trails, was not damaged in the flooding, it is in desperate need of regrading and gravel. The potholes and uneven terrain of the parking lot present a safety issue for the hundreds of people who use the park each month.

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.

We are asking the town to donate a 30-ton truckload of gravel (3/4 aggregate) for the Paonia River Park parking lot. The cost of this, at pricing that WSCC got, is approx. \$850 through United. I would estimate this to be less than this given pricing that Town may have. Once approved, we will approach the County about donating the grading.

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

I have spoken with the Mayor about this and she instructed me to submit a request form for gravel for the Council's consideration. We also spoke of approaching the County together to ask for their help with grading.

I have also spoken with Dave Knutson and he advised that the Mayor approach the County to ask for their help with grading so it goes through proper channels.

Contact information:

Name: Kathy Swartz
Physical Address: 204 Poplar Ave.
Mailing Address: PO Box 1612, Paonia, CO 81428

E-mail: director@theconservationcenter.org
Daytime Phone: 970-527-5307

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

[Print Form](#)

[Email Form](#)

NON-EXCLUSIVE ACCESS EASEMENT

THIS EASEMENT, made and granted this 12th day of March, 2004, by TOWN OF PAONIA, A MUNICIPAL CORPORATION, P.O. Box 460, Paonia, County of Delta, State of Colorado, as First Party, to NORTH FORK RIVER IMPROVEMENT ASSOCIATION, INC., a Colorado non-profit corporation, 38406 Coburn Lane, Paonia, County of Delta, State of Colorado, as Second Party,

IS TO WITNESS:

That the First Party, for the consideration of the benefits to the general public, mutual benefits of the parties and the terms and conditions hereof, the existence and receipt of which is hereby acknowledged by First Party, does hereby convey and grant unto the Second Party, its successors and assigns, the following described non-exclusive easement, to-wit:

An easement for ingress and egress from Highway 187 along the existing road running east on the south side of the North Fork of the Gunnison River (which road is also used by United Companies and the North Fork Trailer Park) and an easement for access to the North Fork of the Gunnison River for public use as a park and/or for putting in or taking out of boating equipment, the physical description of such easement, more particularly described in the attached Exhibit "A", incorporated herein by this reference thereto.

1. First Party is and shall remain the owner of the property and Second Party may make such repairs and improvements thereto as determined by Second Party, as well as perform all necessary maintenance and upkeep thereon.

2. Second Party recognizes that said property described above is public property, owned by the Town of Paonia, Colorado, and shall remain open to the public, without restriction, subject to the laws of the Town and the State of Colorado.

3. Second Party shall pay all expenses, in a timely fashion, related to the easement property and not allow any mechanics liens to become a lien against the subject property.

4. Second Party shall keep said easement property in clean, sanitary and safe conditions, at Second Party's expense. Any expense which First Party reasonably incurs to repair, maintain or clean said property, after having given Second Party at least ten (10) days written notice of the necessity therefor, shall be reimbursed by Second Party within 30 days of notification. An emergency or dangerous situation shall cause the aforesaid ten (10) day notice requirement to be eliminated.

5. Second Party shall acquire necessary liability insurance to protect both First Party and Second Party from any liability claims and shall provide First Party with proof of insurance on its annual anniversary renewal. Second Party does indemnify and hold First Party harmless from any and all injuries, damages, claims, debts, settlements, judgments, expenses, costs and fees incurred as a result of any liability claim made hereafter and attributable to any or all claims, causes of action, damages, injuries, deaths, suits and complaints which might arise as a result of or in respect to Second Party's responsibilities concerning the subject property as herein described.

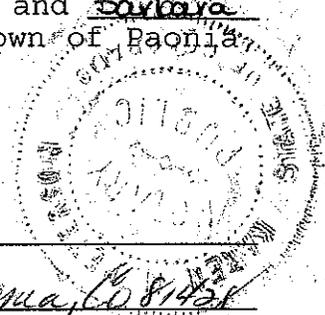
STATE OF COLORADO)
) §
County of Delta)

Subscribed and acknowledged before me this 12th day of March, 2004, by ROBERT D. JOHNSON, as MAYOR, and Barbara J. Peterson, as Town Clerk, of the Town of Paonia, Colorado.

My Commission Expires: 01-10-05

Anna M. Peterson

Notary Public
Address: 1107 3rd St. Paonia, CO 81429



STATE OF COLORADO)
) §
County of Delta)

Subscribed and acknowledged before me this 19 day of March, 2004, by James Oblankenship as Co-Chairman, and Joyce G. Heisey, as Witness, of the NORTH FORK RIVER IMPROVEMENT ASSOCIATION, INC.

My Commission Expires: _____

Anna George
ANNA J. GEORGE
NOTARY PUBLIC
STATE OF COLORADO

Notary Public
Address: _____

My Commission Expires 10/26/2006

PUBLIC ACCESS EASEMENT

A parcel of land located in the SE1/4 of Section 31, Township 13 south, Range 91 West of the 6th P.M., having a description based upon a bearing of S.01°19'09"W. from the 1/4 corner common to Sections 31 and 32 (monumented by a 3 1/4" alum. cap PLS12457) to the section corner common to Sections 31, 32, 5 and 6 (monumented by a 3 1/4" USGLO brass cap) with all other bearings relative thereto and more particularly described as follows:

Beginning at a point from whence the 1/4 corner common to Sections 31 and 32 bears N.46°21'35"E. 1866.34 feet (monumented by a 2" alum. cap PLS25972); thence S.01°24'35"W. 296.00 feet; thence S.64°59'35"W. 25.00 feet; thence S.43°59'35"W. 598.13 feet to the easterly right-of-way line of Colorado State Highway 187; thence along said easterly right-of-way N.00°59'55"E. 55.82 feet; thence leaving said right-of-way N.36°06'19"E. 252.60 feet; thence N.60°11'13"E. 77.48 feet; thence N.34°28'26"E. 195.63 feet; thence N.42°18'15"W. 92.30 feet; thence S.35°57'54"W. 163.20 feet; thence N.66°59'48"W. 38.57 feet; thence S.68°48'18"W. 137.31 feet to the easterly right-of-way line of Colorado State Highway 187; thence along said easterly right-of-way N.00°59'55"E. 377.20 feet; thence leaving said right-of-way S.89°46'53"E. 432.51 feet; to the Point of Beginning,

original
~~not~~ recorded

7/14/2011 Reception No. 65183

at 11:36 AM

AMENDMENT TO NON-EXCLUSIVE ACCESS EASEMENT

This amendment is made and granted as of January 21, 2011, between the Town of Paonia, Colorado, a Municipal Corporation, and NFRIA-WSERC Conservation Center, Inc., a Colorado corporation, successor to North Fork River Improvement Association, Inc., pursuant to their merger, regarding the March 12, 2004, Non-Exclusive Access Easement between the Town of Paonia, a Municipal Corporation, as First Party, and the North Fork River Improvement Association, Inc., hereinafter referred to as the 2004 Easement, such easement having been recorded on May 14, 2004, at Reception No. 579608 of the records of the Clerk and Recorder for Delta County, Colorado, wherefore:

1. The North Fork River Improvement Association, Inc., has merged with the Western Slope Environmental Resource Council, Inc., and is known as NFRIA-WSERC Conservation Center, Inc., hereinafter referred to as NWCC, which merged organization is the Second Party beneficiary of the 2004 Easement;

2. Subject to the terms and conditions of the 2004 Easement, the non-exclusive easement conveyed and granted to the Second Party shall be for as long as the park known as the Paonia River Park exists as a public park;

3. The physical description of the easement is amended as more particularly described in attached Exhibit "A", incorporated herein by reference.

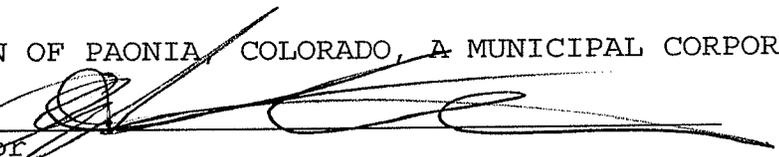
4. The easement granted to NWCC as the Second Party includes, but is not limited to, ingress and egress to the park, picnicking, construction and installation of an entryway, bike racks, signage, river overlook platforms, benches, picnic tables, trash receptacles, bathroom facilities, fencing, trails, boat ramp, and the creation of parking areas; and

5. Maintenance as defined in the 2004 Easement shall include maintenance and trimming of selected trees along the north edge of the current road connection to the existing commercial concrete and gravel operation, but expressly shall not include maintenance of the access road from Highway 187 to the existing commercial concrete and gravel operation.

Executed on the day and year as indicated above.

FIRST PARTY:

TOWN OF PAONIA, COLORADO, A MUNICIPAL CORPORATION

By: 
Mayer

STATE OF COLORADO)
) §
COUNTY OF DELTA)

The foregoing Amendment To Non-Exclusive Access Easement was subscribed and sworn to before me this 20 day of Jan, 2011, by Robert Peters, of NFRIA-WSERC Conservation Center, Inc., and Ralph D'Alessandro, as board member of NFRIA-WSERC Conservation Center, Inc.

Witness my hand and official seal.

My commission expires: 6/19/13



Lisa E. Heintritz
Notary Public
Address: 133 Grand Ave.
Paonia, CO 81428

My Commission Expires 06/19/2013

EXHIBIT "A"

PUBLIC ACCESS EASEMENT

A parcel of land located within the SE1/4 of Section 31, Township 13 South, Range 91 West of the 6th P.M., having a description based upon a bearing of S.01°19'09"W. from the 1/4 Corner common to Sections 31 and 32 (monumented by a 2-1/2" aluminum cap PLS12457) to the Section Corner common to Sections 31, 32, 5 and 6 (monumented by a 3" USGLO Brass cap), with all other bearings relative thereto and being more particularly described as follows: Beginning at a point from whence said 1/4 corner common to Sections 31 and 32 bears N.46°21'35"E. 1866.34 feet; thence S.01°24'35"W. 296.00 feet; thence S.64°59'35"W. 25.00 feet; thence S.43°59'35"W. 598.13 feet to the easterly right of way line of State Highway #187; thence along said easterly right of way line N.00°59'55"E. 55.82 feet; thence leaving said easterly right of way line N.34°34'29"E. 201.23 feet; thence N.04°10'49"E. 51.61 feet; thence N.51°57'31"W. 66.82 feet; thence N.77°25'03"W. 62.08 feet to the easterly right of way line of State Highway #187; thence along said easterly right of way line N.00°59'55"E. 410.82 feet; thence leaving said easterly right of way line S.89°46'53"E. 432.51 feet to the Point of Beginning.

Town of Paonia



Parks/Public Safety Committee requests for
action – Trustee's Knutson and Stelter

Representing: Parks/Public Safety Committee

Date: 6/27/23

Recommendation:



- **On the Grand Avenue crosswalk, that it would connect the two handicapped parking places.**
- **On the Mobility route downtown, one suggestion is to designate the north side of Third Street from Clark Avenue to Main Street.**

Public Safety and Parks Committee Meetings
Suggestions for Board action in Bold
5/16/23

Law Enforcement

Rick Stelter (Trustee Town of Paonia), Dave Knutson (Trustee Town of Paonia), and Chief Matt Laiminger

The Department is continues to closely monitor stream flows and is working with Public Works to prepare for possible flooding from this year’s snowpack. Chief Laiminger will work with Public Works Director Heininger to place a sign at the River Park warning boaters about constraints on river rescue resources.

A citizen complaint about speed at the intersection of Rio Grande and Third was considered. The PPD will increase enforcement of the 25 mph speed limit, consider use of the electric speed monitor trailer, and weigh options for traffic calming. In addition a follow-up to issues with gravel on the K-8 sidewalk will be brought to school officials.

PPD is planning to purchase a drop box for excess pharmaceuticals which would allow citizens to anonymously drop excess prescription medications off.

Per comments at the last Town Council meeting regarding handicapped mobility in town, the **Board is asked to consider the following:**

- 1. Designating a route for mobility access to downtown such as the north side of 3rd street**
- 2. Designate handicapped parking at Town Park**
- 3. Consider a mid-block pedestrian zone on Grand Avenue from Town Hall to Poulos Park**

Officers have been present and doing positive community relations at the Arbol Farm Market.

There is a strong uptick of visitors and tourists which requires more load enforcement resources evidenced by the Festival at Big B’s.

Trustee Stelter recommended investigation of a “cadet” program to notify residents of code violations in Town and to enforce parking regulations on Grand Avenue.

Our Chief cited issues with contracts covering training reimbursements if an officer leaves prior to contract expiration. He plans to bring a proposal for best practices to the Board Meeting in June.

Parks Committee

Present: Rick Stelter (Trustee Town of Paonia), Dave Knutson (Trustee Town of Paonia), Tracy McCurdy (Citizen and Mountain Bike representative), Marissa Mommaerts (Phoenix Rising - Paonia General Plan Consultant), Karen Tarnow (Western Slope Conservation Center)

Tracy McCurdy summarized the recent agreement regarding biking access to Vista Drive out of Apple Valley Park. Lyn Howe and Geoff Rauch (landowners) agreed to allow access through their property and attached **a request for the Board to refer their questions to the Town Attorney regarding right-of-way or easement designation.** Tracy was able to work with local residents on crafting a solution that was supported by all involved parties in Creek Vista HOA and neighbors.

The Board is asked to approve use of Apple Valley Park for Jumbo trailhead parking and to consider the following:

- 1. Fencing and trail preparation for the new easement through the Howe/Rauch property**
- 2. A crosswalk and traffic signs for the Apple Valley Park entrance**
- 3. Directional sign to Apple Valley on 3rd street**
- 4. Make decisions to resolve parking issues at the top of Pan American and on Vista Drive**

Trustee Stelter suggests that resident parking only be allowed by the Board.

Delta County Administrator Robbie LaValley consulted with District Ranger, Levi Broyles to allow weekend overflow parking for Jumbo at the USFS parking lot near Apple Valley.

Karen noted the planned river festival scheduled for June 3 may be moved to Pleasure Park depending on flooding at Paonia River Park. She requested that Paonia Tree Board consider designation of hazard trees along both River Trails. The Nature Connection arranged for a certified crew of sawyers to take down these trees this summer.

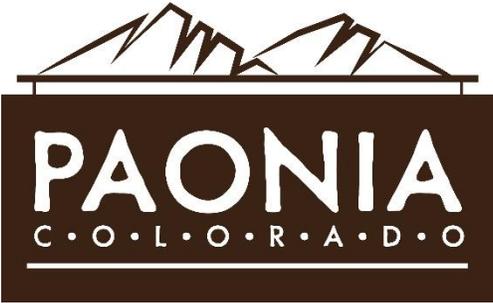
Discussion then continued about issues in the Parking Lot at the River Park. Trustee Knutson agreed to contact the Mayor and Chairman Koontz about working on the lot.

The Pool, Park, and Recreation District is concerned about possible flooding of the Apple Valley pickle ball and tennis courts and requests that the Town consider mitigation with sandbags or a berm. Mayor Bachran has forwarded this request to the Town Administrator for staff action and response.

Town of Paonia



Proposed Water Code Changes



Town Board Staff Report

Subject: Potential Amendments to the Town’s Water Regulations set forth in Chapter 13, Article 1 of the Town Code

Author: Nick Cotton-Baez, Town Attorney
(with assistance from Cory Heiniger, Public Works Director)

Date: June 27, 2023

Request: Discussion Item; Board Direction

Recommendation

- Consider directing the Town Attorney to draft an ordinance to amend Chapter 13, Article 1 of the Town Code (Water Regulations) to address the items discussed in the Executive Summary, below.
- For efficiency’s sake, the Board should consider making addressing the issues identified in the Executive Summary as part of one single Code amendment.

Executive Summary

- The Town Board has had various discussions about the need to update its Water Regulations, including:
 - Division of responsibility for maintenance and repairs as between individual property owners and the Town
 - Water company infrastructure maintenance
 - Water tap sizing (e.g., relationship between tap size and number of units that may be constructed on property)
 - Process for crediting property owners (except water companies) once per year for usage attributable to leaks (adopted by Board motion, but not codified)
- Public works has identified a number of related and additional concerns:¹
 - Enhanced enforcement of owner responsibilities, including Town right of entry to private property
 - Access to meter pits (sometimes covered by trash, overgrowth, vehicles, fences, concrete, or other materials obstructing access)
 - Cleanup and restoration of disturbed areas following excavations
 - Liability for damage to private property arising out of Town work
 - Ability to impose and enforce restrictions on water usage (e.g., during times of drought)
 - Periodic water system loss audits
 - Additional water company notification responsibilities (e.g., notify Town when accessing

¹ Public works has also identified concerns related to regulations other Articles of Chapter 13 (e.g., sewer regulations and backflow/cross-connection control regulations) that are beyond the scope of this Staff Report, but will be brought back to the Board for discussion in a future meeting.

- and making changes to master meter vaults)
 - Additional water tap sizing considerations (ensuring adequate pressure to meters; compliance with fire flow requirements [subdivisions])
 - Enforcement related to unlawful connections to Town’s water supply system (audits, orders, consequences for noncompliance)
- The Town Attorney also recommends a thorough review of, and potential updates and additions to, the Chapter 13 definitions.

Funding Source and Fiscal Impact

- Water Enterprise Fund
- Town Attorney fees in drafting proposed amendments to Chapter 13, Article 1
- Costs may be offset in whole or in part by:
 - increasing the overall efficiency of the Town’s water system
 - lessening Town’s exposure to liability
 - decreasing water system loss
 - lessening degradation to the Town’s water system (due to property owner and water company omissions)

Town of Paonia

101



Consideration and approval of new
Commercial Sidewalk Permit Form



Town Board Staff Report

Subject: New Commercial Sidewalk Permit

Author: Samira Vetter

Representing: Town Clerk

Date: 6/27/23

Staff Recommendation: Approve the use of the new version of the Commercial Sidewalk Permit Application with Town Attorney suggested edits.

Town of Paonia



Calendar Year Sidewalk Permit Application

Organization Name: _____

Contact: _____

Address: _____

Phone Number: _____ Email: _____

- Permit is for Zones C-1, and C-2
- Current Calendar Year Only—Minimum Permit Rate—\$25
- Must be moveable, in front of business and not attached to the sidewalk.
- Minimum of 3 feet continuous open passage maintained on sidewalk.

Type:

- Merchandise
- Sign/Sandwich board not to exceed 36"x36"x36"
- Newspaper/Real Estate box
- Bench, Table, Chairs
- Other _____

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 Applicant's use and occupation of the sidewalk under this Permit, 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 Applicant's use and occupation of the sidewalk under this Permit, or the condition of the sidewalk, which is offered up to the Applicant under this Permit for use in its as-is condition.

Note: The Applicant shall at its expense obtain, carry and maintain at all times, a policy of comprehensive general liability insurance insuring the Town and Applicant against any liability arising out of or in connection with Applicant's use or occupancy of the sidewalk or the condition thereof. Such insurance shall be at all times in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage per occurrence. If Applicant holds a liquor license and has obtained approval for a modification of liquor premises to include the permitted area, the Applicant shall also at its expense obtain, carry and maintain at all times host and general liquor liability insurance in the same amount. Such policies shall include coverage for liquor liability and such other endorsements and coverages as the Town may reasonably require. The Town, its elected and appointed officers and employees shall be named as additional insureds on the Applicant's commercial general liability insurance policy and, if applicable, on the Applicant's host and general liquor liability insurance policy. The policies required above shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interest's provision. Applicant shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Applicant's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect and shall be subject to review and approval by the Town prior to commencement of Applicant's occupancy of the sidewalk. As between the parties hereto, the limits of such insurance shall not limit

the liability of Applicant. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Applicant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the Town may immediately terminate this Permit.

Note: The Town is relying on and does not waive or intend to waive by any provision of this Permit the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, and its officers and employees.

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 or citation.

Applicant Signature: _____

Date: _____

Town of Paonia Use Only	
Signed: _____	Date: _____
Calendar Year Fee Paid on _____	

Indemnification Edits:

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 Applicant’s use and occupation of the sidewalk under this Permit~~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~~Applicant’s use and occupation of the sidewalk under this Permit, or the condition of the sidewalk, which is offered up to the Applicant under this Permit for use in its as-is condition.

Insurance Language for Addition to Permit:

Note: The Applicant shall at its expense obtain, carry and maintain at all times, a policy of comprehensive general liability insurance insuring the Town and Applicant against any liability arising out of or in connection with Applicant’s use or occupancy of the sidewalk or the condition thereof. Such insurance shall be at all times in an amount of not less than \$1,000,000 combined single limit for bodily injury and property damage per occurrence. If Applicant holds a liquor license and has obtained approval for a modification of liquor premises to include the permitted area, the Applicant shall also at its expense obtain, carry and maintain at all times host and general liquor liability insurance in the same amount. Such policies shall include coverage for liquor liability and such other endorsements and coverages as the Town may reasonably require. The Town, its elected and appointed officers and employees shall be named as additional insureds on the Applicant’s commercial general liability insurance policy and, if applicable, on the Applicant’s host and general liquor liability insurance policy. The policies required above shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Applicant shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Applicant’s insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of Applicant’s occupancy of the sidewalk. As between the parties hereto, the limits of such insurance shall not limit the liability of Applicant. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Applicant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the Town may immediately terminate this Permit.

Governmental Immunity Language for Addition to Permit:

The Town is relying on and does not waive or intend to waive by any provision of this Permit the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, and its officers and employees.

Town of Paonia

Calendar Year Sidewalk Permit

Organization Name: _____
Contact Name: _____
Address: _____
Contact Person: _____ Telephone #: _____

Permit is for Zones C-1, and C-2
Current Calendar Year Only—Minimum Permit Rate—\$25
Must be moveable, in front of business and not attached to the sidewalk
Minimum of 3 feet continuous open passage maintained on sidewalk

- Type:
- Merchandise
 - Sign/Sandwich board not to exceed 36"x36"x36"
 - Newspaper/Real Estate box
 - Bench, Table, Chairs
 - Other _____

(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.)

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 or citation.

Applicant Signature:

_____ Date: _____

Town of Paonia Use Only	
Signed: _____	Date: _____
Calendar Year Fee Paid on _____	

Town of Paonia



SGM Scope of Work and Contract for 5th
and Grand Engineered Plans to CDOT
standards.



Town Board Report

Subject: Consideration and approval of SGM Scope of Work and Contract for 5th and Grand Engineered Plans to CDOT standards.

Author: Mayor Bachran

Date: June 27,2023

Specific request: Approval of SGM Contract

Summary Recommendation

Approve the SGM contract

Executive Summary

- CDOT grant to reconfigure 5th and Grand intersection plans that were created by Odesea Engineering and submitted with the grant need to be updated to CDOT specifications. Other improvements have also been identified.
- This scope of work covers those specifications and upgrades and allows us to move forward on the project.
- CDOT has approved SGM as the Town’s design planner.

The Problem/Background/Intent

Without these upgrades, we cannot make further steps forward to meet the requirements of CDOT to complete the grant or to obtain a contract with CDOT.

Options/Alternatives for Town Board to Consider

- Approve the SGM Scope of Work and Contract for 5th and Grand Engineered Plans to CDOT standards.
- Deny this approved scope of work and put it out to bid resulting in a delay of at least 4-6 months in an already delayed process of 6 months with no guarantee of a lower price or better scope of work.

Funding Source and Fiscal Impact

- Marijuana streets capital funds
- \$64,634

Attachments

SGM Memorandum 5th Street Realignment – Town of Paonia
Design and Engineering Services



MEMORANDUM

TO: Leslie Klusmire – Town Administrator, Town of Paonia
FROM: Ashley Cline, PE - SGM Project Manager
DATE: May 30, 2023
RE: **5th Street Realignment – Town of Paonia
Design and Engineering Services**

Project Background

SGM was asked to review Construction Drawings put together by Odisea Engineering in 2018 and to make recommendations to the Town about necessary upgrades to the plans as well as an updated engineer's estimate of cost for budgeting purposes. SGM has reviewed Odisea's cost estimate and summary of approximate quantities and provided an email response to the Town on 5/15. SGM also identified some plan deficiencies in the same email. SGM believes there are enough deficiencies and necessary reworks to the existing construction plans to constitute a redesign of the plan set. Below is a more detailed write up and design fee of our proposed work.

Section 1 - Project Plan

SGM has put together a detailed list of engineering and design updates that are essential to fulfill the Town's vision for this project. We have taken into account important factors such as turning radii, drainage, and complying with ADA curb ramp design requirements. Our aim is to provide the Town with fully developed Construction Plans that meet the necessary standards for approval from CDOT. Please refer to the list below for a more comprehensive overview of the updates we have identified.

Proposed Design Drawing Updates –

- Integration of parking along west side of Grand Avenue where it exists in its current condition.
- Larger radius on 5th Street to accommodate larger vehicle turning movements.
- Verification of storm sewer design.
- Erosion Control Plan and quantities.
- Curb ramp spot elevations and detail to ensure ADA guidelines are followed.
- Review of geotechnical report to verify structural section is adequate (assuming there is a geotechnical report).
- Subsurface Utility Engineering.
- Review of Grand Avenue, 5th Street, and 4th Street vertical profiles.
 - Understanding why the project is cutting a significant amount of material.
- Updated references to latest CDOT M-Standards and S-Standards.
- Updated Standard Plans List.

Task 1 – Existing Conditions & Baseline Information

Subsurface Utility Engineering Investigation

SGM will comply with the “Colorado SUE Law,” through the implied ASCE standards. This will include depicting lines on the deliverable via Quality Levels, which will convey the level of relative nonquantifiable, uncertainty of the data. SGM will use the industry-leading and CDOT-preferred ProStar PointMan mobile mapping software application to capture and record utility data with survey-grade accuracy.

SUE Scope Area. SGM anticipates providing a baseline of existing utility information for the project scope area on Grand Avenue from 5th Street to 4th Street from edge of right-of-way to edge of right-of-way.

Test Holes. No test holes are anticipated for this project at this time. Pending SGM’s review of the existing storm drainage infrastructure and how the proposed design ties into it, test holes could be warranted in the future.

Finalizing Data and Deliverables. In the final phase of the project design, we will finalize all necessary utility coordination with the various utility owners and finalize our deliverables. Final deliverables will include the underlying existing utility basemap used in all other design sheets, the existing utility plans and all relevant notes and depictions from the investigation, utility test hole information, utility specifications, Utility Conflict Matrix (CDOT-based), and Utility Owner Clearance Letters (CDOT-based).

Task 2 – Civil Engineering Design

Alignments will be generated for Grand Ave, 4th Street and 5th Street. 5th Street will be redesigned to tie into Grand Avenue at a 90° angle within the Town’s existing ROW. Positive drainage will be created throughout the proposed curb and gutter. Inlets will be placed at low points and tie into existing storm infrastructure where possible. A structural section for the roadway will be evaluated based on geotechnical report findings. The roadway and sidewalks will be designed in accordance with Town of Paonia, AASHTO and ADA standards.

Any utility relocations necessitated by the proposed roadway and sidewalk design will be coordinated. Any Town of Paonia Water, Sanitary Sewer, or Storm Sewer relocations will be designed by SGM whereas any electric, fiber, cable, or gas will be designed by the respective utility owners with close coordination with SGM.

Sheets Generated –

- Typical Sections
- Removals Plans
- Utility Plans
- Roadway Plan & Profiles
- Cross Sections

Task 3 – Project Administration

SGM will work closely with Town staff to develop the framework of the project at the initial kickoff meeting. From that point forward, SGM’s project manager will coordinate all phases of the work with the Project Team and provide regular progress reports to the Town. As we know from similar projects, active project management is critical to ensuring the project remains on schedule and important milestones are met. Once the preliminary design begins periodic check in meetings will be held to keep the project on track.

Section 2 – Fee Estimate

Cost Breakdown by Phase		
Task	SGM Hours	Total Cost
Task 1 – Subsurface Utility Engineering	93	\$ 12,099
Task 2 – Civil Engineering Design	295	\$ 42,813
Task 3 – Project Administration	62	\$ 9,722
PROJECT TOTALS	450	\$ 64,634

Section 3 – Assumption/Exclusions/Clarifications

The following assumptions were made in the development of this fee estimate:

- Assuming an 8-month project duration for a Bid Date of February 2024.
- Periodic project update meetings are assumed to begin once preliminary design begins. The project manager will attend all meetings. Discipline leads will attend the meetings on an as-needed basis. Any project stakeholders will also attend these meetings.
- Four (4) Utility Owner Meetings are assumed.
- Project will be under an acre of disturbance and therefore will not need a Storm Water Management Plan.
- Project will meet requirement for SUE required project (public entity, requires the design services of a licensed professional engineering, over 2 vertical feet of excavation for more than 1,000 SF)
- SGM assumes a geotechnical report is readily available and can be provided by the Town.
- The existing conditions base map will be available for SGM’s use and no additional survey will be required.
- No property acquisitions or easement will be necessary.
- No drainage report is required to be submitted as part of the project.

SGM	PREPARED BY: A.Cline
PROJECT: 5TH ST & GRAND AVE INTERSECTION REALIGNMENT	DATE: 5/30/2023
CLIENT: TOWN OF PAONIA	

SGM Hours and Labor Charges							
No.	Code	Personnel Description	Name	Classification	Rate	Hours	Labor Cost
1	PIC	Principal-In-Charge	Brandyn Bair	Senior Engineer II	\$193.00	10	\$ 1,930.00
2	PM	Project Manager	Ashley Cline	Engineer IV	\$165.00	89	\$ 14,685.00
3	CE	Civil Design Engineer	Michael Morrison	Engineer II	\$130.00	202	\$ 26,260.00
4	QA/QC	Quality Assurance Quality Control	Dan Cokley	Principal Engineer	\$224.00	20	\$ 4,480.00
5	LUE	Lead Utility Engineer	Scot Knutson	Senior Engineer I	\$180.00	13	\$ 2,340.00
6	UE	Utility Engineer	Ivy Todd	Engineer I	\$112.00	15	\$ 1,680.00
7	LSUE	Subsurface Utility Engineer	Karl Schoenbrunn	Project Manager	\$152.00	58	\$ 8,816.00
8	SUE	Subsurface Utility Technician	Taylor Matson	SUE Technician	\$92.00	23	\$ 2,116.00
9	LFSUE	Subsurface Utility Engineer (Field)	Karl Schoenbrunn	Field Project Manager	\$198.00	4	\$ 792.00
10	FSUE	Subsurface Utility Technician (Field)	Taylor Matson	SUE Field Technician	\$137.00	4	\$ 548.00
11	SUET	Subsurface Utility Technician	Bryan Mendez	Intern	\$66.00	12	\$ 792.00
Subtotals						438	\$ 64,439.00

Cost Breakdown by Task Order			
Task Order	SGM Labor	Mileage	Total Cost
1 SUBSURFACE UTILITY ENGINEERING	\$ 11,904.00	\$ 195.00	\$ 12,099.00
2 ENGINEERING DESIGN	\$ 42,813.00	\$ -	\$ 42,813.00
3 PROJECT ADMINISTRATION	\$ 9,722.00	\$ -	\$ 9,722.00
TOTAL PROJECT COSTS: \$			64,634.00

PHASES AND TASKS	SGM PERSONNEL HOURS											SGM		SUBCONSULTANT LABOR COSTS												
	PIC	PM	CE	QA/QC	LUE	UE	LSUE	SUE	LFSUE	FSUE	SUET	Subtotal of Hours	Labor Cost	MILEAGE	N/A											
TASK 1 - SUBSURFACE UTILITY ENGINEERING																										
1.1 QLB Investigation (including QLC, QLD)																										
1.1.1 Initial Project Development							4	5				9	\$1,068	\$0	\$0											
1.1.2 QLB/QLC Field Investigation							8	8	4	4	12	36	\$4,084	\$195	\$0											
1.1.3 Process QLB/QLC Data					2		12	10				24	\$3,104	\$0	\$0											
Subtotal: Phase 1.1												69	\$8,256	\$195												
1.2 Preliminary Deliverables & Utility Coordination																										
1.2.1 QLA Test Holes												0	\$0	\$0	\$0											
1.2.1.1 Hydrovac Contractor (8 Holes)												0	\$0	\$0	\$0											
1.2.1.2 Traffic Control Contractor												0	\$0	\$0	\$0											
1.2.2 Preliminary Test Hole Table												0	\$0	\$0	\$0											
1.2.3 Preliminary Utility Conflict Matrix												0	\$0	\$0	\$0											
1.2.4 Preliminary Utility Coordination							4					4	\$608	\$0	\$0											
Subtotal: Phase 1.2												4	\$608													
1.3 Final Deliverables & Utility Coordination																										
1.3.1 Final Test Hole Table												0	\$0	\$0	\$0											
1.3.2 Final Utility (SUE) Plans												0	\$0	\$0	\$0											
1.3.3 Final Utility Conflict Matrix												0	\$0	\$0	\$0											
1.3.4 Final Utility Coordination							4					4	\$608	\$0	\$0											
1.3.5 Utility Owner Clearance Letters							8					8	\$1,216	\$0	\$0											
1.3.6 Utility Specifications							8					8	\$1,216	\$0	\$0											
Subtotal: Phase 1.3												20	\$3,040													
TASK 1 TOTALS:												93	\$11,904	\$195	\$0											
TASK 2 - ENGINEERING DESIGN																										
2.1 Preliminary Design (30%)																										
2.1.1 Preliminary Roadway Design		8	16									24	\$3,400	\$0	\$0											
2.1.2 Preliminary Sidewalk Design		4	8									12	\$1,700	\$0	\$0											
2.1.3 Preliminary Storm Sewer Design					4							4	\$720	\$0	\$0											
2.1.4 Preliminary QC Review (Plans, Estimate)				8								8	\$1,792	\$0	\$0											
2.1.5 Deliverables												0	\$0	\$0	\$0											
FIR Plans	0	9	68	0	2	8	0	0	0	0	0	87	\$11,581	\$0	\$0											
Preliminary Quantities		4	8			1						13	\$1,812	\$0	\$0											
Preliminary Engineer's Estimate of Probable Cost (EOPC)	1	2			1							4	\$703	\$0	\$0											
Subtotal: Phase 2.1												152	\$21,708													
2.2 Final Design (90%)																										
2.2.1 Final Roadway Design		4	8									12	\$1,700	\$0	\$0											
2.2.2 Final Sidewalk Design		2	4									6	\$850	\$0	\$0											
2.2.3 Final Storm Sewer Design					2							2	\$360	\$0	\$0											
2.2.4 Final QC Review (Plans, Estimate)				8								8	\$1,792	\$0	\$0											
2.2.5 Deliverables												0	\$0	\$0	\$0											
FOR Plans	0	4	68	0	1	4	0	0	0	0	0	77	\$10,128	\$0	\$0											
Project Special Provisions	2	8										10	\$1,706	\$0	\$0											
Final Quantities		2	4									6	\$850	\$0	\$0											
Final Engineer's Estimate of Probable Cost (EOPC)	1	2			1							4	\$703	\$0	\$0											
Subtotal: Phase 2.2												125	\$18,089													
2.4 Design Phase Completion (100%)																										
2.4.1 QC Review (Plans, Specs, Estimate)				4								4	\$896	\$0	\$0											
2.4.2 Deliverables												0	\$0	\$0	\$0											
Final Construction Plans & Special Provisions	1	2	4			2						9	\$1,267	\$0	\$0											
Final Bid Tabulation		2										2	\$330	\$0	\$0											
Engineer's Estimate of Probable Cost - For Construction	1	2										3	\$523	\$0	\$0											
Subtotal: Phase 2.3												18	\$3,016													
TASK 2 TOTALS:												295	\$ 42,813	\$0	\$0											
TASK 3 - PROJECT ADMINISTRATION																										
1.1 Project Management & Meetings																										
1.1.1 Project Management (ongoing project coordination)		4										4	\$660	\$0	\$0											
1.1.2 Meetings												0	\$0	\$0	\$0											
Project Kick off Meeting		2	2			2						6	\$894	\$0	\$0											
30% Review Meeting		2	2			2						6	\$894	\$0	\$0											
90% Review Meeting		2	2			2						6	\$894	\$0	\$0											
Monthly Progress Meetings (assume 8 month project duration)	4	8	8			4						24	\$3,740													
1.1.3 Deliverables												0	\$0	\$0	\$0											
Meeting Minutes		8										8	\$1,320	\$0	\$0											
Monthly Progress Reports		8										8	\$1,320	\$0	\$0											
TASK 3 TOTALS:												62	\$9,722	\$0	0											
PROJECT TOTALS:												10	89	202	20	13	15	58	23	4	4	12	450	\$64,439	\$195	\$0

Town of Paonia

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Employer contribution to employee health
benefits

To: The Honorable Mayor Mary Bachran and Board of Trustees

From: Leslie Klusmire, Interim Town Administrator

RE: Town Health Insurance Share

Date: June 27, 2023

Recommendation:

Adopt the following Town paid share of employee health insurance:

- Employee: 100% of PPO7 (\$650)**
- Employee & Spouse: PPO7 Premium \$1325 – Town pays \$1100**
- Employee & Child: PPO7 Premium \$1225 – Town pays \$1100**
- Family: PPO7 Premium \$1593 – Town pays \$1300**

For the higher premium PPO6 and PPO5 – the Town would pay the same flat rate recommended above, and the employee would pay the difference.

In the past, the Town has not contributed to dental or vision. Because the Town saves so much money on the employee premium, I recommend we pay 100% of the employee dental (\$31) and vision (\$9). The employee can pay the dependent share and the two dollars more for the more expensive vision plan.

Under this proposal, the employees electing the higher deductible plan would get more of their premium paid; however, it is still less expensive than what the Town pays now. Our current plan does not discount premiums for dependents other than for age.

To implement a policy, there are some required noticing the Town must do.

Town of Paonia
 Willis Towers Watson-- CEBT Proposal
 Thursday, May 25, 2023

MEDICAL - 2023		Colorado Employer Benefit Trust			
	Current	PPO 5	PPO 6	PPO 7	
Plan	UnitedHealthcare Navigate CBWX / 836	PPO 5	PPO 6	PPO 7	
Coinsurance	20% In Network Only	20% In / 40% Out	20% In / 40% Out	20% In / 40% Out	
Office Visit	\$35 Copay	\$45 Copay	\$50 Copay	\$55 Copay	
Specialist Visit	\$70 Copay	\$45 Copay	\$50 Copay	\$55 Copay	
Preventive Visit	Covered 100%	Covered 100%	Covered 100%	Covered 100%	
Lab	Deductible + 20% to OOP Max	\$45 Copay	\$50 Copay	\$55 Copay	
X-ray	Deductible + 20% to OOP Max	\$45 copay in office setting, outpatient subject to deductible	\$50 copay in office setting, outpatient subject to deductible	\$55 copay in office setting, outpatient subject to deductible	
Deductible Single In / Out	\$3,500	\$2,500 Combined	\$3,000 Combined	\$4,000 Combined	
Deductible Family In / Out	\$7,000	\$5,000 Combined	\$6,000 Combined	\$8,000 Combined	
Out of Pocket Single In / Out	\$7,900	\$4,500 / \$9,000	\$5,000 / \$10,000	\$6,000 / \$12,000	
Out of Pocket Family In / Out	\$15,800	\$9,000 / \$18,000	\$10,000 / \$20,000	\$12,000 / \$24,000	
Telemedicine	Covered 100%	Covered 100%	Covered 100%	Covered 100%	
Imaging CT/PET/MRI	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	
Inpatient Hospital	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	
Outpatient Hospital	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	
Urgent Care	\$35 Copay	\$75 Copay	\$75 Copay	\$75 Copay	
Emergency Care	\$500 Copay then 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	Deductible + 20% to OOP Max	
RX Retail	Tier 1: \$15 copay Tier 2: \$50 copay Tier 3: \$135 copay Tier 4: \$350 copay	Generic \$20 Preferred \$40 NonPreferred \$60	Generic \$20 Preferred \$40 NonPreferred \$60	Generic \$20 Preferred \$40 NonPreferred \$60	
RX Mail Order	2.5 X Copay	2 X Copay	2 X Copay	2 X Copay	
Rates	Current	CEBT Small Group Rates Eff 1/1/2023 - 12/31/2023			
Employee	8	\$766.00	\$706.00	\$650.00	
Employee + Sp	3	\$1,564.00	\$1,440.00	\$1,325.00	
Employee + Child	2	\$1,447.00	\$1,331.00	\$1,225.00	
Family	1	\$1,880.00	\$1,728.00	\$1,593.00	
TOTAL	14	\$13,922.63	\$14,388.00	\$13,218.00	
Annualized		\$187,320.00	\$172,296.00	\$158,616.00	
Change from Current (\$)		\$20,248.44	\$5,224.44	(\$8,455.56)	
Change from Current (%)		12%	3%	-5%	

THIS BENEFIT SUMMARY IS FOR ILLUSTRATION PURPOSES ONLY. Proposal is not to be construed as an exact or complete analysis of the policies nor as legal evidence of insurance.

Town of Paonia
 Willis Towers Watson-- CEBT Proposal
 Thursday, May 25, 2023

DENTAL - 2023		Colorado Employer Benefit Trust			
Plan Network	Current		Plan B		Plan C
	Delta Dental PPO Plan 4	Delta Dental	Delta Dental	Delta Dental	Delta Dental
Right Start 4 Kids	Included	Included	Included	Included	Included
Prevention First	N/A	N/A	Included	Included	Included
Single Deductible	\$50	\$50	\$50	\$50	\$50
Family Deductible	\$150	\$150	\$150	\$150	\$150
Annual Maximum	\$1,000	\$1,000	\$1,500	\$1,500	\$1,500
Preventive Services	Deductible Waived	Deductible Waived	Deductible Waived	Deductible Waived	Deductible Waived
Cleaning, Exams, X-rays	Covered 100%	Covered 100%	Covered 100%	Covered 100%	Covered 100%
Basic Services	Deductible Applies	Deductible Applies	Deductible Applies	Deductible Applies	Deductible Applies
Fillings, Extractions, Oral Surgery	Covered 80%	Covered 80%	Covered 80%	Covered 80%	Covered 80%
Periodontics, Endodontic					
Major Services	Deductible Applies	Deductible Applies	Deductible Applies	Deductible Applies	Deductible Applies
Crowns, Dentures	Covered 50%	Covered 50%	Covered 50%	Covered 50%	Covered 50%
Orthodontia	Not covered	Not covered	Covered 50%	N/A	N/A
Lifetime Maximum Eligible			\$1,500		
			Children up to age 19		
Rates	Current	Current	CEBT Small Group Rates Eff 7/1/2023		
Employee	8	\$35.05	\$31.00	\$31.00	\$31.00
Employee + Spouse	1	\$69.84	\$64.00	\$64.00	\$63.00
Employee + Children		\$71.39	\$87.00	\$87.00	\$64.00
Family		\$107.22	\$118.00	\$118.00	\$97.00
TOTAL	9	\$350.24	\$312.00	\$312.00	\$311.00
Annualized		\$4,202.88	\$3,744.00	\$3,744.00	\$3,732.00
Change from Current (\$)			(\$458.88)	(\$470.88)	(\$470.88)
Change from Current (%)			-11%	-11%	-11%

THIS BENEFIT SUMMARY IS FOR ILLUSTRATION PURPOSES ONLY. Proposal is not to be construed as an exact or complete analysis of the policies nor as legal evidence of insurance.

Town of Paonia
 Willis Towers Watson-- CEBT Proposal
 Thursday, May 25, 2023

VISION - 2023				
Plan	Current		Colorado Employer Benefit Trust	
	VSP Choice Plan		VSP Plan B 12/12/24	VSP Plan C 12/12/12
Network	VSP		VSP	VSP
Exam	12 Months: \$10 Copay		12 Months: \$15 Copay	12 Months: \$10 Copay
Lenses	12 Months: \$25 Copay		12 Months: \$15 Copay	12 Months: \$10 Copay
Frames	12 Months: \$130 Allowance		24 Months: \$160 Allowance	12 Months: \$175 Allowance
Contacts	12 Months: \$130 Allowance		12 Months: \$160 Allowance	12 Months: \$175 Allowance
Rates	Current		CEBT Small Group Rates Eff 7/1/2023	
Employee	5	\$13.08	\$9.00	\$11.00
Employee + Spouse	2	\$20.93	\$12.00	\$15.00
Employee + Children	3	\$21.37	\$11.00	\$14.00
Family	1	\$34.45	\$20.00	\$26.00
TOTAL	11	\$205.82	\$122.00	\$153.00
Annualized		\$2,469.84	\$1,464.00	\$1,836.00
Change from Current (\$)			(\$1,005.84)	(\$633.84)
Change from Current (%)			-41%	-26%

THIS BENEFIT SUMMARY IS FOR ILLUSTRATION PURPOSES ONLY. Proposal is not to be construed as an exact or complete analysis of the policies nor as legal evidence of insurance.

Town of Paonia

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Laptop purchase

To: The Honorable Mayor Mary Bachran and Board of Trustees

From: Leslie Klusmire, Interim Town Administrator

RE: Purchase of Town Administrator Laptop

Date: June 27, 2023

Recommendation:

We are getting a quote from Phonz for a laptop for the Town Administrator. We are down a laptop so we'll need to get him a new one. I will have the quote for you at the meeting.

Town of Paonia

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Renewal of CIRSA Property Casualty and
Worker's Compensation Insurance

MEMORANDUM

TO: CIRSA Property/Casualty Underwriting Contacts

FROM: Jill Padbury, Underwriting Manager 

DATE: May 2, 2023

SUBJECT: 2024 Property/Casualty Renewal Application

We are pleased to present the new 2024 Property/Casualty Renewal Application. The new application allows you the ability to choose different liability limits, various deductible options, and if CIRSA maintains your vehicle schedule, the ability to opt out of auto physical damage on certain vehicles. Please refer to the attached 2024 Coverage Enhancements brochure to view all the various options available.

Other changes we've made include a detailed breakdown of your contribution in your quote letter, and the ability to access contribution information online. Also, the application can now be signed electronically by the Mayor, Manager, Clerk or equivalent (such as the president of a Special District), eliminating the need to obtain a handwritten signature on the General Information page. For those completing their application online, please be aware that the online system will be available until 5:00 on Friday, June 9, 2023, after which access will be closed.

If completing your application in hard copy, please complete your application and send a scanned copy (PDF format) back to CIRSA. The General Information page will need to be signed by the Mayor, Manager, Clerk or equivalent (such as the President of a Special District) and returned with your completed application.

An instruction booklet will be available to guide you through the process. A Link to the booklet is available through the Coverage Center tab on the CIRSA website. If you would like a copy of the instruction booklet mailed or e-mailed to you, if you need assistance working through the system, or have any questions, please do not hesitate to contact your underwriting representative by email or at 800-228-7136 or 303-757-5475.

Items contained in the renewal email are:

- [2024 Digital Copy Renewal Application](#)

Your 2023 data is shown in the 2023 column for reference purposes. A digital copy application is provided for all members, including those who requested access to the online application, so it can be used in preparation for entering the data into the online system. The 2023 data includes all changes made via Application Amendment Requests received through April 21, 2023. Any Application Amendment Requests received after April 21, 2023, will be entered into the system as they are received. Those of you completing the application online will notice the updates.



• Flood Zone A Properties

Please review your property schedule carefully noting which properties are listed as being in Flood Zone A (if applicable). The Flood Zone is listed on the second line of the fourth column. Please note any additions, deletions, or other corrections on your application. For your information, attached is an article describing the issue involved in property coverage for properties located in Flood Zone A.

• Application Error Guidelines

The attached Application Error Guidelines address the consequences of errors made by the member on their renewal application. The CIRSA Board of Directors will address each case individually based on the type and extent of the error.

• Additional Forms Included (if applicable)

For those members that joined the Property/Casualty Pool after January 1, 2020, we need updated loss information from your prior carrier(s) for the applicable coverage. A memo explaining this requirement and form letters to assist you in providing this information are attached.

• 2024 Uninsured/Underinsured Motorist Coverage Plan

The attached 2024 Uninsured/Underinsured Motorist Coverage Plan document provides information concerning the optional Uninsured/Underinsured Motorist coverage shown on the Application General Information page. Please review this information and mark your selection to accept or decline this optional coverage.

Please return the necessary forms to:

Monique Ferguson, Underwriting Coordinator
CIRSA
3665 Cherry Creek North Drive
Denver, CO 80209
moniquef@cirsa.org

Thank you very much for completing the 2024 application. We appreciate your continued membership in CIRSA, and look forward to serving you in 2024.



2024 COVERAGE ENHANCEMENTS

We are excited to inform you of coverage enhancements coming in 2024. These enhancements are aimed at providing our Members with more flexibility and coverage options. For the 2024 Renewal you will have the ability to customize your policy limits and deductible options.

Liability Coverage Rating Changes

The current coverage limit for liability is \$10,000,000. When you complete your 2024 Renewal you will have optional policy limits to choose from for General Liability, Law Enforcement Liability, and Errors & Omissions Liability. Options are \$2,000,000; \$5,000,000; \$10,000,000. Auto liability will remain at the single limit of \$5,000,000.

The current structure has General Liability, Law Enforcement Liability, and Errors & Omissions Liability with the same deductible. When you complete your 2024 Renewal you will have the option to choose different deductibles for each of these types of liability coverages:

2024 General Liability Deductible Options (including Separately Rated Exposures)	2024 Errors & Omissions Deductible Options	2024 Law Enforcement Deductible Options
\$500	\$1,000	\$1,000
\$1,000	\$2,500	\$2,500
\$2,500	\$5,000	\$5,000
\$5,000	\$10,000	\$10,000
\$10,000	\$25,000	\$25,000
\$25,000	\$50,000	\$50,000
\$50,000	\$100,000	\$100,000
\$100,000	\$150,000	\$150,000
\$150,000	\$200,000	\$200,000
\$200,000	\$250,000	\$250,000
\$250,000	\$300,000	\$300,000
\$300,000	\$350,000	\$350,000
\$350,000	\$400,000	\$400,000
\$400,000	\$500,000	\$500,000
\$500,000	\$600,000	\$600,000
\$600,000		

The current coverage limit for auto liability is \$5,000,000. When you complete your 2024 Renewal you will have the option to choose an auto liability policy limit of either \$2,000,000 or \$5,000,000.

The current structure for auto physical damage has one deductible amount. For the 2024 Renewal you will be able to choose different auto physical damage deductible amounts for different vehicles IF you include a vehicle schedule. If you do not provide a vehicle schedule, you can still choose a different deductible for each vehicle type (private passenger; all trucks; emergency response; street sweepers; fire trucks; ambulance; motorcycles; school buses; transportation buses; trailers) but not for each vehicle. Deductible options for auto physical damage are shown below.

The current structure for auto physical damage requires Members to carry auto physical damage on all vehicles. For 2024, you will be able to opt out of auto physical damage on certain vehicles IF you include a vehicle schedule. Auto liability will continue to be required for all vehicles. If you do not provide a vehicle schedule, you must still carry both auto liability and auto physical damage on all vehicles.

The current structure for auto liability is that Members must select one deductible amount applicable to all auto liability claims. This will not change in 2024.

CIRSA does not cover cosmetic damage to vehicles over 10 years of age, and this will not change in 2024.

2024 Auto Liability Deductible Options
\$500
\$1,000
\$2,500
\$5,000
\$10,000
\$25,000
\$50,000
\$100,000
\$150,000
\$200,000
\$250,000
\$300,000
\$350,000
\$400,000
\$500,000
\$600,000

2024 Auto Physical Damage Deductible Options
\$500
\$1,000
\$2,500
\$5,000
\$10,000
\$25,000
\$50,000
\$100,000
\$150,000
\$200,000
\$250,000
\$300,000
\$350,000
\$400,000
\$500,000

Property Rating Changes

The current structure has one deductible for all scheduled properties. The new structure will allow you to choose a different deductible for each "scheduled" property, however, you must choose only one deductible for "other" property (i.e. fine arts, fencing, parks, law enforcement animals). The member can also choose one deductible for all scheduled properties. Deductibles are still limited to 1% of your total operating expenditures without approval from the CIRSA Board of Directors. Deductible options are:

CIRSA will now be offering golf course coverage, to cover tees, greens, and fairways as optional coverage.

2024 Property Deductible Options
\$500
\$1,000
\$2,500
\$5,000
\$10,000
\$25,000
\$50,000
\$100,000
\$150,000
\$200,000
\$250,000
\$300,000
\$350,000
\$400,000
\$500,000

We will provide an application tutorial to assist you in completing your 2024 Renewal Applications. The applications will be emailed out on April 28th. We encourage all Members to complete the 2024 Renewal online by the deadline of June 9, 2023.

CIRSA's Finance Department is also available for consultation as you assess whether to change your current deductibles, and evaluate the magnitude of any changes. Please call or email Linda Black at 720.605.5440 or lindab@cirsa.org.

2024 CIRSA Property/Casualty Renewal Application

Town of Paonia



GENERAL INFORMATION

Coverage Effective: January 1, 2024 to January 1, 2025

Application Completed By		
	2023 Renewal	2024 Renewal
Name	Cindy Jones	
Title	Finance Director	
Phone	(970) 527-4101	
Email	finance@townofpaonia.com	
Population		
	2023 Renewal	2024 Renewal
	1,528	

Would you like a quote for, information on, or to continue coverage for the following?		
	2023 Renewal	2024 Renewal
Uninsured/Underinsured Motorist	Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No
Equipment Breakdown	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Excess Crime	Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No
Excess Cyber	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Occupational Accidental Death and Dismemberment	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sports Accident Medical Plan	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Special Events Liability	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Community Service Workers' Accident Medical Plan	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Volunteer Accident Medical Plan	Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No
Detainee Medical Coverage Plan	No	<input type="checkbox"/> Yes <input type="checkbox"/> No
No-Fault Water Line Rupture and/or Sewer Backup	Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No
Property Damage Caused by Operation of Mobile Equipment	No	<input type="checkbox"/> Yes <input type="checkbox"/> No

NOTE: This application does not define coverages.

The undersigned is authorized by and acting on behalf of the named insured, has read and understands the application, and declares all statements set forth herein are, to the best of the applicant's knowledge, true, complete and accurate. There has been no suppression or misstatement of material facts. The applicant understands that all information provided herein will be used for evaluating coverages and will be used, in part, for establishing contributions to the Property/Casualty Pool. The applicant understands that the application does not define coverage provided through CIRSA.

The applicant further understands that failure to return this application does not constitute a withdrawal from the Property/Casualty Pool. Any such withdrawal must be in accordance with CIRSA Bylaws.

*Signature	Date
Print Name	Title

*Signature must be that of the Mayor, Manager, Clerk or Equivalent (such as President of a Special District)

2024 CIRSA Property/Casualty Renewal Application

Town of Paonia

LIABILITY POLICY LIMITS

CIRSA offers the following policy limits for liability coverage:

Automobile Liability Limits per Claim/Occurrence	General Liability, Law Enforcement Liability, and Public Officials Errors & Omissions Liability Limits per Claim/Occurrence
\$2,000,000	\$2,000,000
\$5,000,000	\$5,000,000
	\$10,000,000

Please select which policy limit(s) you would like to receive a quote for.

2023 Auto Liability Policy Limit	2024 Auto Liability Policy Limit
\$5,000,000	\$2,000,000 - <input type="checkbox"/>
	\$5,000,000 - <input type="checkbox"/>

2023 General Liability, Law Enforcement, Public Officials Errors & Omissions Liability Policy Limit	2024 General Liability, Law Enforcement, Public Officials Errors & Omissions Liability Policy Limit
\$10,000,000	\$2,000,000 - <input type="checkbox"/>
	\$5,000,000 - <input type="checkbox"/>
	\$10,000,000 - <input type="checkbox"/>

2024 CIRSA Property/Casualty Renewal Application

Town of Paonia

DEDUCTIBLES

2023 Deductibles			
Property	Auto Liability	Auto Physical Damage	Liability
\$1,000	\$1,000	\$1,000	\$1,000

For 2024, General Liability, Public Officials Errors & Omissions, and Law Enforcement Liability each have their own deductible.

You will automatically receive a quote reflecting your entity’s current Deductible. If you would like any additional quotes, please indicate which below.

2024 Deductible Options*					
Property	Auto Liability	Auto Physical Damage	General Liability	Public Officials Errors & Omissions Liability	Law Enforcement Liability
\$500	\$500	\$500	\$500	\$1,000	\$1,000
\$1,000	\$1,000	\$1,000	\$1,000	\$2,500	\$2,500
\$2,500	\$2,500	\$2,500	\$2,500	\$5,000	\$5,000
\$5,000	\$5,000	\$5,000	\$5,000	\$10,000	\$10,000
\$10,000	\$10,000	\$10,000	\$10,000	\$25,000	\$25,000
\$25,000	\$25,000	\$25,000	\$25,000	\$50,000	\$50,000
\$50,000	\$50,000	\$50,000	\$50,000	\$100,000	\$100,000
\$100,000	\$100,000	\$100,000	\$100,000	\$150,000	\$150,000
\$150,000	\$150,000	\$150,000	\$150,000	\$200,000	\$200,000
\$200,000	\$200,000	\$200,000	\$200,000	\$250,000	\$250,000
\$250,000	\$250,000	\$250,000	\$250,000	\$300,000	\$300,000
\$300,000	\$300,000	\$300,000	\$300,000	\$350,000	\$350,000
\$350,000	\$350,000	\$350,000	\$350,000	\$400,000	\$400,000
\$400,000	\$400,000	\$400,000	\$400,000	\$500,000	\$500,000
\$500,000	\$500,000	\$500,000	\$500,000		
	\$600,000				

Deductibles are limited to 1% of your total operating expenditures without approval from the CIRSA Board of Directors. If you choose a deductible over 1%, we will ask for additional information regarding your financial plan to take on the additional deductible.

Enter Deductible Options Here:						
	Property	Auto Liability	Auto Physical Damage	General Liability	Public Officials Errors & Omissions Liability	Law Enforcement Liability
Option 1						
Option 2						
Option 3						
Option 4						

2024 CIRSA Property/Casualty Renewal Application
Town of Paonia

BUILDINGS, STRUCTURES AND CONTENTS

CIRSA allows members to choose a separate deductible for each property on your property schedule. Please indicate in the property schedule on the next page which deductible you would like for each property.

Inflate Unappraised Property Values? Yes, inflate by _____%
Inflate Contents Values? Yes, inflate by _____%

				2023 Value			2024 Value
				(B) Building		(B) Building	
				(C) Contents		(C) Contents	
				(D) Deductible		(D) Deductible	
24750001	403 2nd St.	ZIP 81428					Annex
Member Code:	Yr. Built: 1950	Underground? No	Masonry				
Site Code: 003-001	2,176 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$212,700	(B)	\$240,100
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C)	\$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D)	\$
<i>Valuation Method: Replacement Cost</i>							
24750002	214 Grand Ave.	ZIP 81428					Town Hall
Member Code:	Yr. Built: 1983	Underground? No	Masonry				
Site Code: 001-001	8,595 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$1,949,800	(B)	\$2,200,700
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$230,000	(C)	\$230,000
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D)	\$
<i>Valuation Method: Replacement Cost</i>							
24750003	401 2nd St.	ZIP 81428					Town Shop/Garage
Member Code:	Yr. Built: 1974	Underground? No	Steel Frame				
Site Code: 002-001	4,000 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$410,000	(B)	\$465,400
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$160,000	(C)	\$160,000
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D)	\$
<i>Valuation Method: Replacement Cost</i>							
24750005	603 4th St.	ZIP 81428					Town Park Restroom Building
Member Code:	Yr. Built: 1991	Underground? No	Masonry				
Site Code: 004-002	720 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$155,300	(B)	\$175,300
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C)	\$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D)	\$
<i>Valuation Method: Replacement Cost</i>							
24750006	603 4th St.	ZIP 81428					Town Park Maintenance Building
Member Code:	Yr. Built: 1973	Underground? No	Steel Frame				
Site Code: 004-004	800 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$57,400	(B)	\$65,100
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$3,000	(C)	\$3,000
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D)	\$
<i>Valuation Method: Replacement Cost</i>							

2024 CIRSA Property/Casualty Renewal Application

Town of Paonia

24750007	12762 Roeber Rd.	ZIP 81428	Upper Water Treatment Plant			
Member Code:	Yr. Built: 1989	Underground? No	Steel Frame			
Site Code: 008-001	3,200 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$3,261,900	(B) \$3,702,300
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$25,000	(C) \$25,000
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750008	1 Pan American Ave.	ZIP 81428	Apple Valley Park Restroom Building			
Member Code:	Yr. Built: 1980	Underground? No	Masonry			
Site Code: 005-001	305 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$65,800	(B) \$74,300
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750009	1 Pan American Ave.	ZIP 81428	Apple Valley Park Maintenance Storage			
Member Code:	Yr. Built: 1980	Underground? No	Masonry			
Site Code: 005-002	512 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$41,800	(B) \$47,200
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 11/30/2011		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750010	603 4th St.	ZIP 81428	Town Park Teen Center			
Member Code:	Yr. Built: 1983	Underground? No	Steel Frame			
Site Code: 004-001	5,070 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$879,900	(B) \$998,700
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$69,347	(C) \$69,347
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750013	603 4th St.	ZIP 81428	Town Park Pavilion/Picnic Shelter			
Member Code:	Yr. Built: 1960	Underground? No	Masonry			
Site Code: 004-003	1,860 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$104,800	(B) \$118,300
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750014	14486 Cresthaven Rd.	ZIP 81428	Old Water Plant Tank - 500,000 Gallons			
Member Code:	Yr. Built: 1955	Underground? No	Masonry			
Site Code: 009-001	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$1,004,500	(B) \$1,133,700
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750020	41576 Lamborn Mesa Rd.	ZIP 81428	Lower Water Treatment Plant Covered Water Tank - 1,000,000 Gallons			
Member Code:	Yr. Built: 1947	Underground? No	Reinforced Concrete			
Site Code: 007-002	13,650 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$1,466,200	(B) \$1,670,500
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750395	Public Works	ZIP 81428	Salt Shed			
Member Code:	Yr. Built: 1998	Underground? No	Wood or Steel			
Site Code: 010-001	300 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$38,200	(B) \$43,200
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$3,150	(C) \$3,150
Appraisal Date: 1/31/2000		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						

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24750404	38976 Highway 133	ZIP 81428	Wastewater Treatment Plant Control Building			
Member Code:	Yr. Built: 2007	Underground? No	Wood or Steel			
Site Code: 006-002	104 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$119,800	(B) \$135,500
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750405	38976 Highway 133	ZIP 81428	Wastewater Treatment Plant Maintenance/Laboratory Building			
Member Code:	Yr. Built: 2007	Underground? No	Wood or Steel			
Site Code: 006-001	668 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$195,500	(B) \$221,200
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$20,000	(C) \$20,000
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750407	38976 Highway 133	ZIP 81428	Wastewater Treatment Plant Headworks			
Member Code:	Yr. Built: 2007	Underground? Yes	Reinforced Concrete			
Site Code: 006-003	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$45,000	(B) \$51,300
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750408	38976 Highway 133	ZIP 81428	Wastewater Treatment Plant - Lagoon #1 Liner and Aerators (3)			
Member Code:	Yr. Built: 2007	Underground? No	Miscellaneous			
Site Code: 006-004	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$383,500	(B) \$434,200
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750409	38976 Highway 133	ZIP 81428	Wastewater Treatment Plant - Lagoon #2 Liner and Aerators (3)			
Member Code:	Yr. Built: 2007	Underground? No	Miscellaneous			
Site Code: 006-005	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$383,500	(B) \$434,200
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750410	38976 Highway 133	ZIP 81428	Wastewater Treatment Plant Diversion Vault			
Member Code:	Yr. Built: 2007	Underground? Yes	Reinforced Concrete			
Site Code: 006-006	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$21,300	(B) \$24,300
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750411	38976 Highway 133	ZIP 81428	Wastewater Treatment Plant - Polishing Pond Liner			
Member Code:	Yr. Built: 2007	Underground? No	Miscellaneous			
Site Code: 006-007	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$80,700	(B) \$91,400
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750412	38976 Highway 133	ZIP 81428	Wastewater Treatment Plant Chlorine Contact Chamber			
Member Code:	Yr. Built: 2007	Underground? Yes	Reinforced Concrete			
Site Code: 006-008	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$26,600	(B) \$30,300
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						

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24750413	38976 Highway 133	ZIP 81428	Wastewater Treatment Plant Effluent Chamber			
Member Code:	Yr. Built: 2007	Underground? Yes	Reinforced Concrete			
Site Code: 006-009	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$17,300	(B) \$19,700
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750414	41576 Lamborn Mesa Rd.	ZIP 81428	Lower Water Treatment Plant Valve Vault			
Member Code:	Yr. Built: 1970	Underground? Yes	Reinforced Concrete			
Site Code: 007-003	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$38,100	(B) \$43,400
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750415	41576 Lamborn Mesa Rd.	ZIP 81428	Lower Water Treatment Plant Meter Vault			
Member Code:	Yr. Built: 2011	Underground? Yes	Reinforced Concrete			
Site Code: 007-004	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: None	(B)	\$24,900	(B) \$28,400
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750416	12762 Roeber Rd.	ZIP 81428	Upper Water Treatment Plant Water Tank - 2,000,000 Gallons			
Member Code:	Yr. Built: 1980	Underground? No	Metal			
Site Code: 008-002	0 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$1,885,300	(B) \$2,139,800
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750417	402 2nd St.	ZIP 81428	Town Garage - Equipment Shelter			
Member Code:	Yr. Built: 1982	Underground? No	Metal			
Site Code: 002-002	5,204 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$200,100	(B) \$227,100
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750418	41576 Lamborn Mesa Rd.	ZIP 81428	Lower Water Treatment Plant			
Member Code:	Yr. Built: 1955	Underground? No	Metal			
Site Code: 007-001	2,400 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$2,295,500	(B) \$2,605,400
Appraised? Yes	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$0	(C) \$0
Appraisal Date: 6/7/2018		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						
24750419	700 4th St.	ZIP 81428	Park Pump House			
Member Code:	Yr. Built: 2021	Underground? No	Wood or Steel			
Site Code: 011-001	100 Sq. Ft.	Over 3 Stories? No	Flood Zone: Zone X	(B)	\$3,529	(B) \$3,529
Appraised? No	Sprinklered? No	Under Construction? No	Fire Protection Code: 6	(C)	\$4,000	(C) \$4,000
Appraisal Date:		Leased? No	Vacant? No	(D)	\$	(D) \$
<i>Valuation Method: Replacement Cost</i>						

BUILDINGS, STRUCTURES AND CONTENTS

Excluded and/or Abandoned Properties	2023 Value (B) Building	2024 Value (B) Building

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		(C) Contents		(C) Contents	
			\$		\$
Total Excluded and/or Abandoned Properties		(B)		(B)	
		(C)	\$	(C)	\$
 BUILDINGS, STRUCTURES AND CONTENTS					
Deleted Properties			2023 Value		2024 Value
			(B) Building		(B) Building
			(C) Contents		(C) Contents
			\$		\$
Total Deleted Properties		(B)		(B)	
		(C)	\$	(C)	\$
 Totals: (Not Including "Excluded/Abandoned Properties" and "Deleted Properties")		(B)	\$15,368,929	(B)	\$17,424,529
		(C)	\$514,497	(C)	\$514,497

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BUILDINGS, STRUCTURES AND CONTENTS – Additional Buildings to Be Added to Schedule

Do you have any new buildings, structures or contents that need to be added? If so, please complete the following section. Use as many pages as necessary.

Address/City/ZIP:		Description/Use:	
Member Code (if applicable):	Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No	Building Value:	\$ _____
Flood Zone: <input type="checkbox"/> None <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> X	Over 3 Stories? <input type="checkbox"/> Yes <input type="checkbox"/> No	Historic Value (see below):	\$ _____
Year Built: _____	Under Construction? <input type="checkbox"/> Yes <input type="checkbox"/> No	Contents Value:	\$ _____
Area (sq. ft.): _____	Leased? <input type="checkbox"/> Yes <input type="checkbox"/> No	Deductible:	\$ _____
Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Sprinklered? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Construction Type (please choose the one that best fits the majority of the building):			
<input type="checkbox"/> Steel Frame <input type="checkbox"/> Pole Frame <input type="checkbox"/> Load Bearing Walls <input type="checkbox"/> Reinforced Concrete		<input type="checkbox"/> Pre-Engineered Steel	
<input type="checkbox"/> Masonry <input type="checkbox"/> Metal <input type="checkbox"/> Wood or Steel <input type="checkbox"/> Fiberglass		<input type="checkbox"/> Miscellaneous _____	
Is this building on any historic registry? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, do you wish to insure this building for Historic Replacement Cost? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Address/City/ZIP:		Description/Use:	
Member Code (if applicable):	Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No	Building Value:	\$ _____
Flood Zone: <input type="checkbox"/> None <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> X	Over 3 Stories? <input type="checkbox"/> Yes <input type="checkbox"/> No	Historic Value (see below):	\$ _____
Year Built: _____	Under Construction? <input type="checkbox"/> Yes <input type="checkbox"/> No	Contents Value:	\$ _____
Area (sq. ft.): _____	Leased? <input type="checkbox"/> Yes <input type="checkbox"/> No	Deductible:	\$ _____
Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Sprinklered? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Construction Type (please choose the one that best fits the majority of the building):			
<input type="checkbox"/> Steel Frame <input type="checkbox"/> Pole Frame <input type="checkbox"/> Load Bearing Walls <input type="checkbox"/> Reinforced Concrete		<input type="checkbox"/> Pre-Engineered Steel	
<input type="checkbox"/> Masonry <input type="checkbox"/> Metal <input type="checkbox"/> Wood or Steel <input type="checkbox"/> Fiberglass		<input type="checkbox"/> Miscellaneous _____	
Is this building on any historic registry? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, do you wish to insure this building for Historic Replacement Cost? <input type="checkbox"/> Yes <input type="checkbox"/> No			

Address/City/ZIP:		Description/Use:	
Member Code (if applicable):	Underground? <input type="checkbox"/> Yes <input type="checkbox"/> No	Building Value:	\$ _____
Flood Zone: <input type="checkbox"/> None <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> X	Over 3 Stories? <input type="checkbox"/> Yes <input type="checkbox"/> No	Historic Value (see below):	\$ _____
Year Built: _____	Under Construction? <input type="checkbox"/> Yes <input type="checkbox"/> No	Contents Value:	\$ _____
Area (sq. ft.): _____	Leased? <input type="checkbox"/> Yes <input type="checkbox"/> No	Deductible:	\$ _____
Vacant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Sprinklered? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Construction Type (please choose the one that best fits the majority of the building):			
<input type="checkbox"/> Steel Frame <input type="checkbox"/> Pole Frame <input type="checkbox"/> Load Bearing Walls <input type="checkbox"/> Reinforced Concrete		<input type="checkbox"/> Pre-Engineered Steel	
<input type="checkbox"/> Masonry <input type="checkbox"/> Metal <input type="checkbox"/> Wood or Steel <input type="checkbox"/> Fiberglass		<input type="checkbox"/> Miscellaneous _____	
Is this building on any historic registry? <input type="checkbox"/> Yes <input type="checkbox"/> No			
If yes, do you wish to insure this building for Historic Replacement Cost? <input type="checkbox"/> Yes <input type="checkbox"/> No			

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OTHER PROPERTY

Business Interruption Exposures			
	2023 Renewal	2024 Renewal	Reason for Change
Business Income	\$0		
Loss of Rents	\$0		
Extra Expense	\$20,400		

Other Exposures			
	2023 Renewal	2024 Renewal	Reason for Change
Valuable Papers	\$15,300		
Electronic Data Processing	\$70,000		
Accounts Receivable	\$0		
Fine Arts	\$0		
Mobile Equipment	\$345,125		
Employee-Owned Tools	\$5,000		
Law Enforcement Animals	\$0		

Do you own Overhead transmission lines, distribution lines or poles supporting those lines?

Yes No

Please note there is a \$500,000 automatic insurable value for overhead transmission lines, distribution lines and poles.

Miscellaneous Property			
	2023 Renewal	2024 Renewal	Reason for Change
Park Equipment	\$67,091		
Athletic Equipment	\$155,040		
Outdoor Lighting	\$226,389		
Transformers	\$0		
Fencing	\$81,824		
Signage	\$6,120		
Swimming Pool Items	\$0		
Watercraft			
General Outdoor Items	\$5,355		
Other Items <i>(Please describe below)</i>	\$31,545		

TOTAL 1,029,189

Please describe Other Miscellaneous Property Items:

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GOLF COURSE

	2023 Renewal	2024 Renewal	Reason for Change
Business Income			
Extra Expense			
Greens, Tees, Fairways and Rough (limit up to \$250,000)			
Golf Carts/Cars			
Mobile Equipment			
Fencing			
Signage			
Bridges (non-vehicle)			
Outdoor lighting			
Retaining Walls (not part of building)			
Miscellaneous Golf Course Property (Please describe below)			
Total			

Please describe Other Miscellaneous Golf Course Property Items:

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VEHICLE COUNTS AND VALUES

CIRSA allows members to choose separate automobile physical damage deductible for each vehicle. By indicating Yes/No, you can also choose if you would like to carry auto physical damage on each vehicle.

CIRSA must maintain your vehicle schedule in order to take advantage of these options.

Evidence of Insurance Cards		
	2023 Renewal	2024 Renewal
Number of Cards Needed	35	

List all vehicles here:

Please review and update your current schedule. To add a new vehicle or new vehicle schedule please complete Vehicle Schedule – Additional Vehicles to Be Added to Schedule section. You may also attach a vehicle schedule, providing all information for all columns.

*If deductible column is blank, policy level auto physical damage deductible applies.

CIRSA ID	Member ID	Year	Make/Model	Category/Use	Department	VIN	2023 Value	2024 Value	Auto Physical Damage (Indicate Yes/No)	2024 Auto Physical Damage Deductible *
24750001	0002	1972	International Dump Truck	All Trucks	Public Works	106620H255471	\$5,646	\$5,646	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750002	0003	1972	Chevrolet Tank Truck	All Trucks	Public Works	CCE632V147146	\$10,700	\$10,700	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750003	D86	1982	Ford F-700	All Trucks	Public Works	1FDNF70K8CYA41977	\$2,000	\$2,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750004	0007	1991	International 2554 Dump Truck	All Trucks	Public Works	1HTGCN6R5MH387454	\$11,782	\$11,782	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750005	0012	1993	Homemade Trailer	Trailers	Public Works	ID18006509CO	\$1,100	\$1,100	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750006	0008	1994	Chevrolet Pickup	All Trucks	Public Works	1GCEK14K2RZ232173	\$14,984	\$14,984	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750007	0009	1995	Chevrolet Plow Truck	All Trucks	Public Works	1GBHK34N4SE226508	\$20,500	\$20,500	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750008	0010	1996	Chevrolet Dump Truck	All Trucks	Public Works	1GBM7H1J6TJ100464	\$25,763	\$25,763	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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CIRSA ID	Member ID	Year	Make/Model	Category/Use	Department	VIN	2023 Value	2024 Value	Auto Physical Damage (Indicate Yes/No)	2024 Auto Physical Damage Deductible *
24750009	0025	1996	HMD Trailer	Trailers	Public Works	ID716760CO	\$9,019	\$9,019	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750010	0011	1998	International 490 Pull Truck	All Trucks	Public Works	1HSSDAAN9W4577866	\$8,500	\$8,500	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750012	0012	1999	International Trash Truck	All Trucks	Public Works	1HTGGAXT4XH648794	\$112,558	\$112,558	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750013	0013	2000	Chevrolet Pickup	All Trucks	Public Works	1GCGK24UXYE182497	\$19,318	\$19,318	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750014	0034	2000	GEM NV	Cars - Passenger	Public Works	5ASAG2744YF009261	\$8,895	\$8,895	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750015	0014	2002	Ford Ranger	All Trucks	Public Works	1FTYR44U72PA93039	\$5,000	\$5,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750016	0027	2002	Ford Pickup	Cars/Trucks - Emergency Response	Police Department	1FMZU72K72UD57587	\$22,900	\$22,900	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750017	0015	2004	Ford 1 Ton Pickup	All Trucks	Public Works	1FDWF37S04EC42700	\$22,000	\$22,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750018	0016	2007	Dodge 3500 Pull Truck	All Trucks	Public Works	3D6WH46A77G708157	\$8,756	\$8,756	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750019	0018	2007	Tymco Street Sweeper	Street Sweepers	Public Works	JALE5B16477901622	\$105,000	\$105,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750021	0039	2007	Pac Trailer	Trailers	Police Department	4P2UB14257U078700	\$4,010	\$4,010	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750022	0029	2008	Ford Pickup	All Trucks	Public Works	1FTVX14568KC41087	\$25,857	\$25,857	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750023	0030	2008	Ford Pickup	All Trucks	Public Works	1FMEU51E88UA34172	\$21,562	\$21,562	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750024	0031	2008	Ford Pickup	Cars/Trucks - Emergency Response	Police Department	1FMEU51EX8UA34173	\$21,562	\$21,562	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750026	0017	2009	Dodge 2500	All Trucks	Public Works	3D7KS26L19G532520	\$29,084	\$29,084	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750027	0035	2014	Ford F-150 Crewcab	All Trucks	Public Works	1FTFW1EF2EKD62208	\$30,000	\$30,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750028	0036	2014	Ford F-150 Crewcab	All Trucks	Public Works	1FTFW1EF8EKE25487	\$30,000	\$30,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750029	0043	2017	Old Dom Brush Trailer	Trailers	Public Works	1Z9PS2029HR168034	\$46,144	\$46,144	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750030	0040	2011	Ford Explorer	Cars/Trucks - Emergency Response	Police Department	1FMHK8B88BGA84282	\$3,000	\$3,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750031	0041	2016	GMC TBD	Cars/Trucks - Emergency Response	Police Department	2GKFLSEK6G6186432	\$30,000	\$30,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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CIRSA ID	Member ID	Year	Make/Model	Category/Use	Department	VIN	2023 Value	2024 Value	Auto Physical Damage (Indicate Yes/No)	2024 Auto Physical Damage Deductible *
24750032	0042	2017	GMC TBD	Cars/Trucks - Emergency Response	Police Department	2GKFLUEK5H6321428	\$30,000	\$30,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750033	0043	2011	Ford Crown Victoria	Cars/Trucks - Emergency Response	Police Department	2FAVP7BV8BX138031	\$5,800	\$5,800	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750034	0044	2018	Chevrolet Equinox	Cars/Trucks - Emergency Response	Police Department	2GNAXSEV2J6272601	\$25,000	\$25,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750035	0045	2018	Chevrolet Equinox	Cars/Trucks - Emergency Response	Police Department	2GNAXSEV2J6318914	\$25,000	\$25,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750036		2020	Freightliner Truck	All Trucks	Public Works	3ALHCYFE0LDKY3558	\$176,460	\$176,460	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750037		2019	EZGO TXT Electric Golf Cart	All Trucks	Police Department	3433048	\$7,649	\$7,649	<input type="checkbox"/> Yes <input type="checkbox"/> No	
24750038		2020	Chevy Equinox	Cars/Trucks - Emergency Response	Police Department	3GNAXUEV7L7510359	\$35,000	\$35,000	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Totals:							\$960,549	\$960,549		
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VEHICLE SCHEDULE – Additional Vehicles to Be Added to Schedule

If there are vehicles you need to add to the schedule, please provide the information below. You may also attach a vehicle schedule, providing all information for all columns:

Effective Date	Member ID	Year	Make/Model	Category/Use	Department	VIN	2024 Value	Auto Physical Damage (Indicate Yes/No)	2024 Auto Physical Damage Deductible *
								<input type="checkbox"/> Yes <input type="checkbox"/> No	
								<input type="checkbox"/> Yes <input type="checkbox"/> No	
								<input type="checkbox"/> Yes <input type="checkbox"/> No	
								<input type="checkbox"/> Yes <input type="checkbox"/> No	
								<input type="checkbox"/> Yes <input type="checkbox"/> No	
								<input type="checkbox"/> Yes <input type="checkbox"/> No	
								<input type="checkbox"/> Yes <input type="checkbox"/> No	
								<input type="checkbox"/> Yes <input type="checkbox"/> No	

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IF YOU HAVE ALREADY PROVIDED A VEHICLE SCHEDULE, YOU DO NOT NEED TO COMPLETE THIS PAGE.

If you do not want CIRSA to maintain your vehicle schedule you must carry both auto liability and auto physical damage on all vehicles. Please provide vehicle count and value for each category.

You can still choose a separate deductible for auto physical damage by vehicle type for each category, by indicating the deductible in the below grid. If you do not choose a separate deductible, the policy level auto physical damage deductible will apply.

Vehicle Counts and Values						
	2023 Vehicle Count	2024 Vehicle Count	Reason for Change	2023 Vehicle Value	2024 Vehicle Value	2024 Auto Physical Damage Deductible
Fire Trucks <i>(Including HAZMAT)</i>	0			\$0	\$ _____	\$ _____
Valuation Method				Replacement Cost	<input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value	
Ambulances	0			\$0	\$ _____	\$ _____
Valuation Method				Replacement Cost	<input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value	
Street Sweepers	1			\$105,000	\$ _____	\$ _____
Valuation Method				Actual Cash Value	<input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value	
Cars – Passenger	1				\$ _____	\$ _____
Valuation Method				Actual Cash Value	Actual Cash Value	
Cars/Trucks – Emergency Response	9				\$ _____	\$ _____
Valuation Method				Actual Cash Value	Actual Cash Value	
All Trucks	20				\$ _____	\$ _____
Valuation Method				Actual Cash Value	Actual Cash Value	
Motorcycles	0					\$ _____
Valuation Method				Actual Cash Value		
School Buses	0				\$ _____	\$ _____
Valuation Method				Actual Cash Value	Actual Cash Value	
Transportation Buses	0				\$ _____	\$ _____
Valuation Method				Actual Cash Value	Actual Cash Value	
Trailers	4				\$ _____	\$ _____
Valuation Method				Actual Cash Value	Actual Cash Value	
Totals	35			\$105,000	\$ _____	

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GENERAL LIABILITY, PUBLIC OFFICIALS ERRORS & OMISSIONS LIABILITY AND SEPARATELY RATED EXPOSURES

	2023 Renewal	2024 Renewal	Reason for Change
Airport Expenditures <i>(Including Payroll)</i>	\$0		
Day Care/Nurseries Expenditures <i>(Including Payroll)</i>	\$0		
Fire Department <i>(Number of EMTs)</i>	0		
Housing Authority Area <i>(Total Square Feet)</i>	0		
Jail/Holding Facilities Area <i>(Total Square Feet)</i>	0		
Recreation Facilities Area <i>(Total Square Feet)</i>	0		
Swimming Pools Count <i>(Including in Recreation Facilities)</i>	0		
Electrical Distribution Payroll <i>(Includes administrative/clerical payrolls)</i>	\$0		
Electrical Generation Payroll <i>(Includes administrative/clerical payrolls)</i>	\$0		
Gas Payroll <i>(Includes administrative/clerical payrolls)</i>	\$0		
Water/Sewer Payroll <i>(Includes administrative/clerical payrolls)</i>	\$469,520		

OPERATING EXPENDITURES

Operating Expenditures			
	2023 Renewal	2024 Renewal	Reason for Change
Total Operating Expenditures	\$4,561,833		

Employee Payroll Information			
	2023 Renewal	2024 Renewal	Reason for Change
Full Time Employee Count	21		
Part Time Employee Count <i>(Include Part Time Paid Elected/Appointed Officials)</i>	9		
Part Time Unpaid Elected/Appointed Officials Count	8		
Unpaid Volunteer Fire and Reserve Police Officers Count	0		
Seasonal Employee Count	2		
Total Employee Count	40		
Total Payroll	\$1,209,840		

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LAW ENFORCEMENT LIABILITY

Does your entity have a law enforcement department? Yes No

Do you have a written contract with another entity for law enforcement services? Yes No
If yes, please provide a copy of your contract.

	2023 Renewal	2024 Renewal	Reason for Change
Full Time Police Officers <i>(Number of Positions)</i>	6		
Part Time/Reserve Police Officers <i>(Number of Positions)</i>	0		

CYBER LIABILITY

Please answer the following questions. Most questions require an answer of only yes or no. Some of the questions may need to be referred to your IT department or contractor. If you would like to provide additional information to supplement your response to any of these questions, please use the field at the end of the section or attach a separate sheet.

1. Please indicate the types of sensitive information your entity, (including any of your Boards, Commissions or Affiliated Legal Entities) collect, process or store:

Data Type:	
Social Security Numbers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Driver's license or other government issued ID numbers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Driver's motor vehicle records	<input type="checkbox"/> Yes <input type="checkbox"/> No
Credit or debit card numbers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Banking or other financial account numbers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Credit reports, histories or ratings	<input type="checkbox"/> Yes <input type="checkbox"/> No
Medical information	<input type="checkbox"/> Yes <input type="checkbox"/> No
Health insurance identification numbers	<input type="checkbox"/> Yes <input type="checkbox"/> No
Biometric data	<input type="checkbox"/> Yes <input type="checkbox"/> No
Criminal investigation records	<input type="checkbox"/> Yes <input type="checkbox"/> No
Confidential critical infrastructure information	<input type="checkbox"/> Yes <input type="checkbox"/> No
If accepting credit or debit cards for payment, please indicate the date of your last PCI (Payment Card Industry) compliance validation:	

2. How many Local Area Networks (LAN) are in the network? _____

3. How many on premises servers are in the LAN environment? _____

4. How many total users with assigned email addresses? _____

5. Are there written data breach procedures in place? Yes No
 a. If so, how often are the procedures updated? _____

6. Do you have a published privacy policy made available to those outside of your organization? Yes No

7. Do you use Multi-Factor Authentication (MFA login security) to protect privileged user accounts? Yes No

8. Do vendors or other service providers have access to, process or store sensitive information on your behalf? Yes No

a. If yes, please list providers:

b. Do you have written agreements in place with each? Yes No
If yes, do these agreements clearly assign responsibility for data security? Yes No

c. Have you required or received any data security assessments or audits for any of these providers? Yes No
If yes, please list providers:

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- 9. Do you have a records retention policy applicable to sensitive info? Yes No
 - a. If so, how long is data kept? Feel free to attach a copy of your record retention policy if you wish. _____

- 10. Has there been a third-party penetration test completed on your network? Yes No
 - a. How often are these tests completed? _____
 - b. Date of last test completion: _____
 - c. Lists vendor, if third party completed test: _____
 - d. Has your network changed since your last penetration test? Yes No

- 11. Are paper records containing sensitive information shredded prior to disposal? Yes No

- 12. Is a process in place to ensure all computer equipment is wiped of data prior to sale or disposal of the equipment? Yes No

- 13. Password policy:
 - a. Does your policy require passwords to be of a minimum length? Yes No
 - b. If yes, what is the minimum length? _____
 - c. Is password history enforced? Yes No
 - d. Are special characters required? _____
 - e. How often are passwords changed? _____
 - f. Do you have a Wi-Fi policy for out of office employees? Yes No

- 14. Are the following security measures in place?
 - a. Firewall(s) deployed on all external facing devices? Yes No
 - b. If so, where on the network? _____

- 15. Do you have an anti-virus detection system? Yes No
 - a. How often are the definition updates downloaded? _____
 - b. Is the software installed on all devices? Yes No

- 16. Do you perform Phishing tests and training for all employees? Yes No
 - a. If yes, how often? _____
 - b. Do employees who fail the test get additional training? Yes No

- 17. KnowBe4 is the world's largest integrated platform for cyber security awareness training.
 - a. Do you contract with KnowBe4 or an equivalent platform? Yes No

If your answer to above is no, were you aware that CIRSA offers KnowBe4's Diamond Level access at no cost to members for one year and that all CIRSA members are eligible to participate? For more information and to register, please contact David Beacham, CIRSA's IT Manager.

- 18. How often are Operating System (OS) updates/patches installed? _____

- 19. How often are backups performed? (weekly, daily, monthly)? _____
 - a. What backups are performed? (full, incremental,)? _____
 - b. How are backups performed? (tapes, cloud, mirrored)? _____
 - c. If mirrored, are the mirrored services offsite? Yes No

- 20. Is physical access to critical equipment restricted? Yes No

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Current Coverage Information:

21. Do you currently have cyber coverage with another carrier? Yes No

If yes, what form is your current coverage written on? Occurrence Claims-Made

If Claims-Made, please provide the following information from your current policy:

Retroactive Date: _____
Deductible: \$ _____
Per Occurrence Limit \$ _____
Annual Aggregate Limit \$ _____

Current Coverage Information:

22. Have you or your affiliates had any computer, network or data loss incident in the past three (3) years? Yes No

If yes, please provide details, including any steps taken to prevent similar incidents from re-occurring. If the incidents were CIRSA claims, you may include the claim number.

23. Are you aware of any fact, circumstance, situation, or event that might give rise to an incident or to a claim, loss, or obligation to provide data breach notification under the proposed coverage? Yes No

If yes, please provide details:

For questions 22 and 23, “incident” means unauthorized access or exceeding authorized access to any computer, system, database, or data; intrusion or attack including denial of service; intentional disruption, corruption or destruction of systems, applications, or data; unauthorized loss or disclosure of data or information; unintentional loss or theft of computer equipment, devices or paper records.

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24. During the past three years, have you (including any of your additional Boards, Commissions and/or Affiliated Legal Entities:

- a. Been subject to any governmental investigation or action regarding any alleged violation of a privacy law or regulation? Yes No
- b. Experienced any unexpected outage of your computer network or system lasting more than six hours? Yes No
- c. Experienced any attempt or actual ransomware or cyber extortion demand with respect to your computer system? Yes No

If yes to any of the above, please provide details:

Feel free to use this section to provide any additional information. Please reference the applicable application question number.

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OFFICIALS AND BOARDS

Governing Board			
	2023 Renewal	2024 Renewal	Reason for Change
Governing Board Positions Count	7		

2023 Additional Boards
Advisory Water Committee Planning Commission Tree Board Zoning Board & Appeals

2024 Additional Boards

2023 Additional Affiliated Legal Entities

2024 Additional Affiliated Legal Entities

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SUPPLEMENTAL QUESTIONS

Does your entity own, operate and/or lease property to another party for the following exposures?
Please attach a copy of the contract with the Lessee, if applicable.

	2023 Renewal	2024 Renewal
Raceways (Motorcycle or Car)	No	<input type="checkbox"/> No <input type="checkbox"/> Own and Operate <input type="checkbox"/> Own but Lease to Others to Operate
Amusement Parks/Rides	No	<input type="checkbox"/> No <input type="checkbox"/> Own and Operate <input type="checkbox"/> Own but Lease to Others to Operate
Operational Railcars or Engines	No	<input type="checkbox"/> No <input type="checkbox"/> Own and Operate <input type="checkbox"/> Own but Lease to Others to Operate
Dams	No	<input type="checkbox"/> No <input type="checkbox"/> Own and Operate <input type="checkbox"/> Own but Lease to Others to Operate

Drones/Unmanned Aircraft		
	2023 Renewal	2024 Renewal
Does your entity use drones or unmanned aircraft?	Yes	<input type="checkbox"/> Yes <input type="checkbox"/> No

MEMORANDUM

TO: CIRSA Workers' Compensation Underwriting Contacts

FROM: Jill Padbury, Underwriting Manager *J.P.*

DATE: May 2, 2023

SUBJECT: 2024 Workers' Compensation Renewal Application

Attached is the 2024 Workers' Compensation Renewal Application. You may complete your application online or complete it in hard copy.

Changes we've made for 2024 include a detailed breakdown of your contribution in your quote letter, and the ability to access contribution information online. Also, the application can now be signed electronically by the Mayor, Manager, Clerk or equivalent (such as the president of a Special District), eliminating the need to obtain a handwritten signature on the General Information page.

For those completing their application online, please be aware that the online system will be available until 5:00 on Friday, June 9, 2023, after which access will be closed.

If completing your application in hard copy, please complete your application and send a scanned copy (PDF format) back to CIRSA. The General Information page will need to be signed by the Mayor, Manager, Clerk or equivalent (such as the President of a Special District) and returned with your completed application.

A link to the instruction booklet is available through the Coverage Center tab on the CIRSA website. If you would like a copy of the instruction booklet mailed or e-mailed to you, if you need assistance working through the online system, or if you have any questions, please do not hesitate to contact your underwriting representative by email or at 800-228-7136 or 303-757-5475.

Items contained in the renewal email are:

- 2024 Digital Copy Renewal Application

Your 2023 data is shown in the 2023 column for reference purposes. A digital copy application is provided for all members, including those who requested access to the online application, so it can be used in preparation for entering the data into the online system.

- Additional Forms Included (if applicable)

For those members that joined the Workers' Compensation Pool after January 1, 2020, we need updated loss information from your prior carrier(s) for the applicable coverage. A memo explaining this requirement and form letters to assist you in providing this information are attached.



Please return the necessary forms to:

Monique Ferguson, Underwriting Coordinator
CIRSA
3665 Cherry Creek North Drive
Denver, CO 80209
moniquef@cirsa.org

Thank you very much for completing the 2024 application. We appreciate your continued membership in CIRSA, and look forward to serving you in 2024.



**COOPERATIVE AGREEMENT BETWEEN
DELTA COUNTY DEPARTMENT OF HUMAN SERVICES, AND
LAW ENFORCEMENT AGENCIES**

This agreement is entered into, by and between the Delta County Department of Human Services, hereinafter "Human Services", and the Local Law Enforcement, hereinafter "Law Enforcement".

WITNESSETH

WHEREAS, Colorado law encourages cooperation between local departments of Human Services and Local Law Enforcement; and

WHEREAS, from time to time, Human Services and Local Law Enforcement have the responsibility to assess/investigate allegations of child abuse and neglect; and

WHEREAS, the parties hereto desire to memorialize their cooperative arrangement; and

WHEREAS, by custom, Human Services has taken the prime responsibility to assess/investigate child abuse and neglect cases, and the parties affirmatively state that this Agreement is not intended to change this custom; and

WHEREAS, while each of the undersigned professionals and agencies have specific responsibilities in the treatment, protection, and investigation of children, it is acknowledged that the multidisciplinary team approach on matters of child abuse and neglect is a more positive approach to the ultimate resolution of the problems related to these most difficult situations; and

WHEREAS, the purpose of this agreement is to enhance the ability of agencies, organizations, and individuals to implement coordinated efforts in dealing with children and families involved in child abuse and neglect,

NOW THEREFORE, the parties agree as follows:

PROTOCOL FOR COOPERATION

The following protocol shall apply for cooperation between Human Services and local Law Enforcement.

- A. Child abuse reporting laws allow reports to both Law Enforcement and Human Services. This makes cooperation essential to assure prompt action, protection for the child and the responses required by law. The decision regarding who assess /investigates a suspected child abuse/neglect case shall be made jointly by the referring agency and the receiving agency. Joint assessment/ investigation may also be requested by the receiving agency if there *is* a determination of that need.
- B. The Department of Human Services has an assigned worker on call twenty-four hours per day, seven days per week. Any referrals should be made to a caseworker during regular working hours or the on call caseworker on call after hours. If law enforcement is unable to reach

the on call caseworker they will reach out to the on call supervisor to make the report. All referrals from Human Services will be made to the officer on duty.

- C. Cases of minor and medium physical abuse/neglect may or may not require immediate referral to local Law Enforcement by the staff of Human Services. All cases of a more severe nature require immediate contact with local Law Enforcement depending on jurisdiction.
- D. Third-party abuse or neglect cases investigated by Law Enforcement as provided in Section 19-3-308(5.3)(a) shall not require immediate notification to Human Services. In such cases, Law Enforcement shall submit a copy of its investigative report to Human Services in order that Human Services may submit a report to the state's automated system if the case is substantiated, and may order to have the local Child Protection Team review the case.
- E. All reports of confirmed child abuse/neglect shall be forwarded by the County Department to the District Attorney's office and the local Law Enforcement agency per CRS 19-1-307(2)(a).
- F. In Joint assessments/investigations, as a general rule, Human Services will take the **lead** in interviewing the victim; and Law Enforcement will take the **lead** in interviewing the alleged perpetrator. Joint interviews shall be preceded by a planning session to outline the conduct of the interview prior to the investigation. However, some assessments/investigations will proceed according to a standard plan of actions, while others will require a unique approach. Upon completion of the joint assessment/investigation:
 - 1. Law Enforcement continues criminal investigation without the involvement of Human Services. This shall include the submission of the information to the District Attorney for disposition.
 - 2. Human Services shall be responsible for determining what measures are necessary for the protection of the children, which may include, but not necessarily be limited to the removal of the child (ren) from the home, the filing of a Petition for Dependency and Neglect, and appropriate notification to the Court if removal has occurred.
 - 3. Appropriate sharing of reports may occur. Law Enforcement shall provide Human Services with copies of incident reports when requested.

LANGUAGE AND CRITERIA FOR IDENTIFICATION OF SUSPECTED ABUSE

This section is intended to ensure that all parties are using the same language and criteria for identification of suspected abuse and neglect cases.

ABUSE

- Minor - Excessive or inappropriate force used resulting in a superficial injury.
- Medium - Excessive or inappropriate force used resulting in an injury which may require medical attention.
- Severe- Excessive or inappropriate force used resulting in a serious injury which requires medical attention and/or hospitalization.
- Near fatal - Involves an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of a child are not met resulting in death.

NEGLECT

- Minor - Physical or emotional needs of child are marginally or inconsistently met, but little or no impact on the child's functioning.
- Medium - Physical or emotional needs of a child are inadequately met resulting in some impairment in the child's functioning.
- Severe - Physical or emotional needs of a child are not met resulting in serious injury or illness.
- Near fatal - Physical or emotional needs of the child are not met in an incident in which a physician determines that a child is in serious, critical, or life-threatening condition as the result of sickness or injury caused by suspected abuse and/or neglect.
- Fatal - Physical or emotional needs of a child are not met resulting in death.

SEXUAL ABUSE

- Severity of sexual abuse should be determined based upon the type of contact, duration of contact, and the emotional impact upon the child.

RESPONSIBILITY FOR INVESTIGATION

- G. The following are applicable cases, or types of cases, where it is expected that the **sole** investigation will be conducted by Human Services (Law Enforcement may be called at any time there may be a safety risk to any caseworker or for the family):
1. Minor physical abuse
 2. Substance exposed newborn
 3. Organic Failure to Thrive
 4. Medical neglect (including failure to provide medically indicated treatment to disabled infants)

- with life threatening conditions and drug affected babies).
5. Sexual abuse when perpetrator under age 10. Exception, if there is indication that the under age 10 perpetrator is the victim of someone over 10.
 6. Educational neglect. In truancy cases, if after charges have been filed by the school district.
 7. Emotional abuse.
 8. Medium neglect, lack of supervision.
- H. The following are examples of cases where it is expected that the **sole** investigation will be conducted by Law Enforcement (Human Services may be called when determined by both parties to be in the best interest of the safety of the child/family).
1. Third-party physical abuse.
 2. Third party sexual abuse, when the alleged perpetrator is over 10 and it can be determined that the actor is not an abused child.
 3. Report of immediate danger to a child when proximity and speed of Law Enforcement response is needed, when Child Protective Services are not available, and risk to the child indicates immediate evaluation is needed (e.g., welfare check).
- I. The following cases shall be **jointly** investigated by Human Services and Law Enforcement when abuse or neglect is suspected:
1. Death of a child.
 2. Medium to severe physical abuse or risk of this. Joint investigation by Human Services and Law Enforcement is recommended to evaluate the need for immediate medical evaluation, protective custody of the child and appropriate civil and criminal action.
 3. All head trauma injuries (i.e., subdural hematoma).
 4. All injuries involving ruptured organs, unjustifiably explained abdominal injuries or any injury consistent with abuse. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
 5. All fractures which are unjustifiably explained, or multiple fractures or in various stages of healing. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such condition may not be the product of an accidental occurrence).
 6. All second or third degree burns, including cigarette burns or other burns consistent with abuse (such as immersion burns).
 7. All lacerations to the face, external genitalia or

extremities which are unjustifiably explained. (The history given concerning such conditions is at variance with the degree or type of such condition or death; or the circumstances indicate that such conditions may not be the product of an accidental occurrence).

8. All lesions on different parts of the body.
9. Intra familial and potentially third-party sexual abuse.
10. Injurious Environment. (May require Code Enforcement).
11. Sexual abuse when the alleged perpetrator may be a child victim, or the actor may have his/her own children under the age of 18, or any other child may be at risk.
12. When a suspected perpetrator who is a parent, custodian, guardian or a child may flee.
13. When a parent, custodian, or guardian of a child refuses access to the child (ren) by Human Services or Law Enforcement, or refuses medical examination of the child (ren). It is recognized that it may be necessary for Human Services to obtain a Court Order for access to said child (ren).
14. Conditions suggesting suspicion that a law has been broken.
15. Any case in which a child is subjected to human trafficking to include sexual and labor servitude.
16. Physical or sexual abuse in a daycare home or center, foster home, group home or institution. (Another county department may need to investigate to avoid a conflict of interest).

GENERAL PROVISIONS OF COOPERATIVE AGREEMENT

- A. The intent of this Agreement is to clarify and enhance cooperation between agencies to protect children. It is recognized there may be differing opinions regarding some case decisions. In those cases, referral to supervisory levels would be appropriate. Child Protection Teams also may be used for consultation, feedback, and direction regarding cases which have become problematic between agencies. The District Attorney may provide guidance as well.
- B. Emergency Custody orders signed by any law enforcement agency should be agreed upon by law enforcement and Human Services for the immediate protection for the safety of a child.
- C. Law enforcement will provide NCIC verbal background checks to Human Services for the emergency placement of children when requested.
- D. Because agencies and communities are changing entities, annual review for modification or evaluation is accepted as a part of this cooperative agreement. The parties shall set a mutually convenient annual meeting to review and discuss issues directly related to the fulfillment of this Agreement to include training for law enforcement and Human Services.

THE UNDERSIGNED INDIVIDUALS REPRESENTING THEIR RESPECTIVE AGENCIES HAVE READ THIS DOCUMENT AND AGREE TO IMPLEMENT THE PROCEDURES AS OUTLINED.

Delta County Human Services Representative:

Printed Name: _____

Signature: _____

Title: _____

Date:

Delta Sheriff Department Representative:

Printed Name: _____

Signature: _____

Title: _____

Date:

Delta Police Department Representative:

Printed Name: _____

Signature: _____

Title: _____

Date:

Cedaredge Police Department Representative:

Printed Name: _____

Signature: _____

Title: _____

Date:

Hotchkiss Police Department Representative:

Printed Name: _____

Signature: _____

Title: _____

Date:

Paonia Police Department Representative:

Printed Name: _____

Signature: _____

Title: _____

Date:

District Attorney's Office Representative:

Printed Name: _____

Signature: _____

Title: _____

Date: