



TOWN OF PAONIA
214 GRAND AVENUE
REGULAR TOWN BOARD MEETING AGENDA
TUESDAY, MARCH 12, 2024 6:30 PM
[HTTPS://US02WEB.ZOOM.US/J/87340034525](https://us02web.zoom.us/j/87340034525)
MEETING ID: 873 4003 4525

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

The Board of Trustees is seeking two in-town Community Members to serve on the Planning Commission. Please turn in a Board Application and a Letter of Interest to the Town Clerk by April 19 at Noon to be considered for Board Appointment to the Planning Commission. The Planning Commission will also receive a new Mayor and a new Trustee appointment at the same meeting.

Public Comment

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

Consent Agenda

[SEP](#) 2024-04- Special Event Liquor License for Delta County Citizens For Animal Welfare & Shelter (CAWS) Disbursements

Staff Reports

Town Administrator

[Police](#) Chief

Actions & Presentations

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

[Item 1: Consideration](#) of Approval of Second Amendment to the Urban Rural Continuum Agreement

[Item 2: Consideration](#) of Change Order #2 - SGM - 5th & Grand Realignment - Safe Pathways for Paonia - \$32,500

[Item 3:](#) Consideration of Approval of Offer to the School District to Purchase the VoTech Building for \$1,500,000

Item 4: Consideration of Approval of FY-2022 Audit

[Item 5: Consideration](#) of Approval of Extension for FY 2023 Audit

[Item 6: Consideration](#) of Ordinance 2024-01: Amending Chapters 7 and 10 of the Paonia Municipal Code

[Item 7: Consideration](#) of Approval of Updated Facilities Agreement for School District Use of Apple Valley Tennis Court.

[Item 8: Consideration](#) of Approval for putting out an RFP for Town Attorney

Mayor & Trustee Reports

Adjournment

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

I. RULES OF PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

II. CONSENT AGENDA

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

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

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

III. EXECUTIVE SESSION

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

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

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

IV. SUBJECT TO AMENDMENT

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

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



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

AGENDA ITEM:	Consent Agenda: SEP 2024-04: Special Event Liquor License for Delta County Citizens For Animal Welfare & Shelter (CAWS)
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	March 12, 2024
BACKGROUND:	<ul style="list-style-type: none"> - All required paperwork and fees have been turned into the Town Clerk. - Paonia Police Department has no issues or concerns with the granting of this permit - Paonia Public Works has no issues or concerns with the granting of this permit - All legal requirements have been met for the granting of this permit
BUDGET:	\$50.00 to 10-32-01 : Liquor Licenses
RECOMMENDATION:	All legal requirements have been met for this liquor license permit
ATTACHMENT:	Special Event Liquor License Application

APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|---|
| <input type="checkbox"/> SOCIAL | <input type="checkbox"/> ATHLETIC | <input checked="" type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB	TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	
2110	<input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR	\$25.00 PER DAY
2170	<input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer)	\$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Delta Canty Citizens For Animal Welfare (CAWS)	State Sales Tax Number (Required) 04260007
---	--

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) Po Box 1736 213 Grand Ave Paonia CO 81428	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Ellen Hanson Smith Center (Ten Center) Paonia Town Park 700 4th St Paonia CO 81428
--	---

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Julie Burt	6/25/	Paonia CO 81428	
5. EVENT MANAGER Roz Lynn Baugher	1/11/	Paonia CO 81428	

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---	--

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To
April 7, 2024		2 P.m.	10 P.m.												

OATH OF APPLICANT

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

SIGNATURE 	TITLE CAWS Board President	DATE 2/21/2024
---------------	--------------------------------------	--------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
SIGNATURE	TITLE	DATE

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

LIABILITY INFORMATION			
License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$

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,

DELTA COUNTY CITIZENS FOR ANIMAL WELFARE AND SHELTER

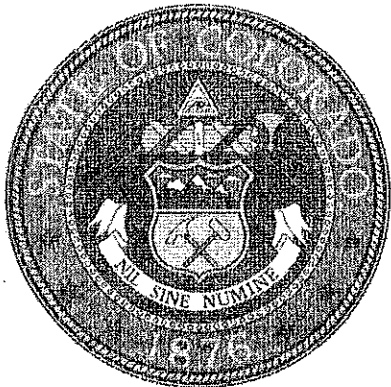
is a

Nonprofit Corporation

formed or registered on 12/22/1998 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 19981227208 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/14/2024 that have been posted, and by documents delivered to this office electronically through 02/15/2024 @ 12:50:42 .

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 02/15/2024 @ 12:50:42 in accordance with applicable law. This certificate is assigned Confirmation Number 15755173 .



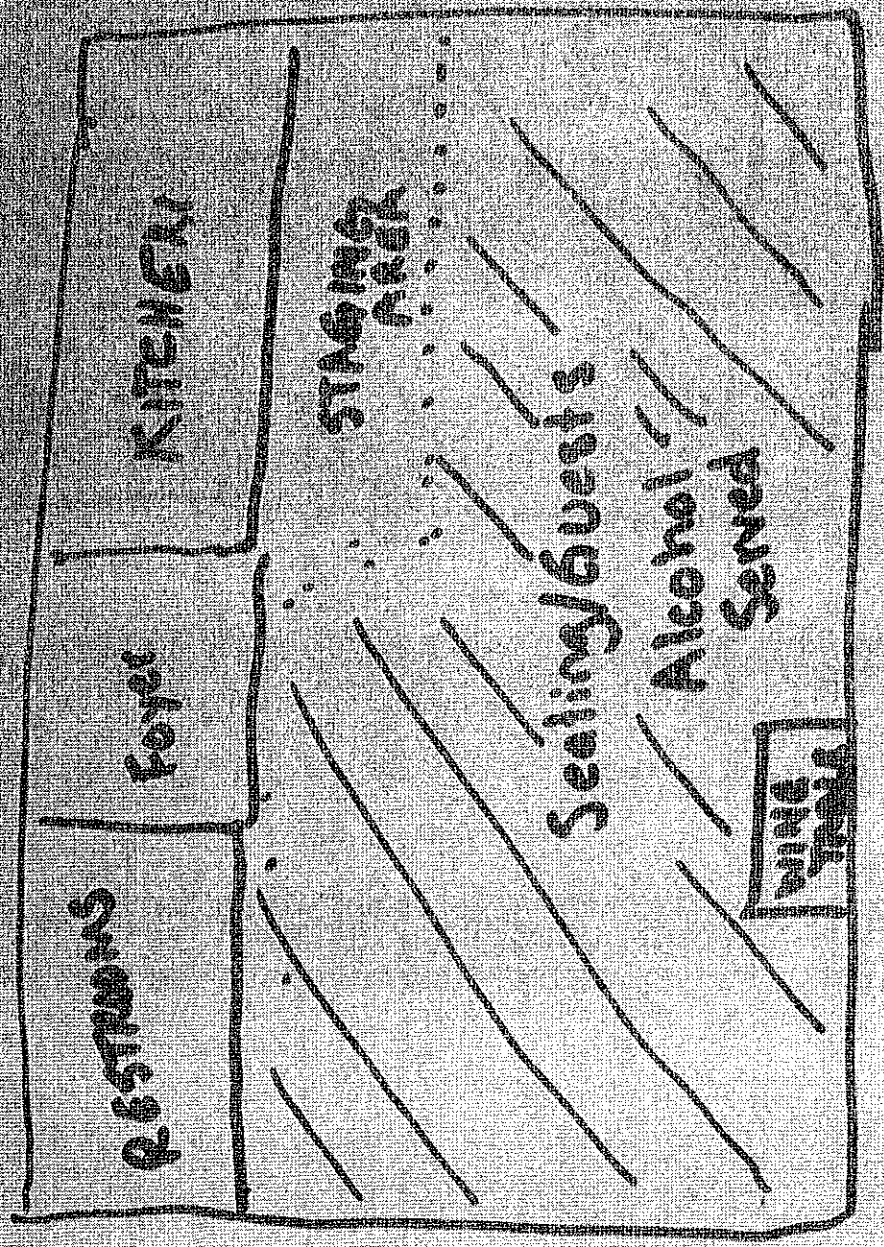
Jena Griswold

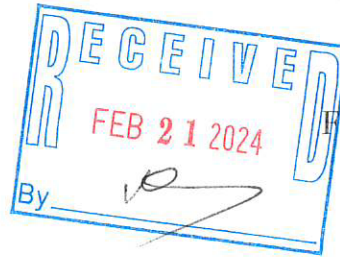
Secretary of State of the State of Colorado

*****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."

SMITH CENTER



**DELTA COUNTY CITIZENS *for* ANIMAL WELFARE *and* SHELTER**P.O. Box 1736, Paonia, Colorado 81428 • 970-527-3350 • www.CAWSONline.org

February 21, 2024

Town of Paonia
214 Grand Avenue,
Paonia, CO 81428


Dear Town of Paonia,

RE a special events application for 'the Teen Center April 7' submitted by Julie Burt on behalf of the CAWS organization on February 20, 2024.

CAWS has received confirmation from Tracey Stergis that we have the Teen center reserved for April 7, 2014 from 2PM to 10PM.

Sincerely,

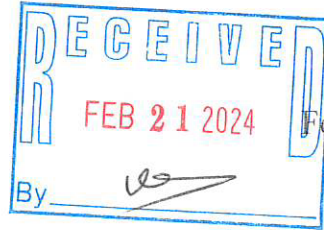
Julie Burt, President, Board of Directors


president@cawsonline.org



DELTA COUNTY CITIZENS for ANIMAL WELFARE and SHELTER

P.O. Box 1736, Paonia, Colorado 81428 • 970-527-3350 • www.CAWSONline.org



February 20, 2024

Town of Paonia
214 Grand Avenue,
Paonia, CO 81428

Dear Town of Paonia,

RE a special events application for 'the Teen Center April 7' submitted by Julie Burt on behalf of the CAWS organization on February 20, 2024.

The following is a description of how we will monitor and control alcohol during the event:

We will have a number of volunteers at the event. Volunteers will:

1. Check IDs for anyone purchasing alcohol.
2. Perform walkarounds to ensure minors are not consuming alcohol.
3. Watch the building exit to ensure open alcohol containers are not taken from the premises.

Sincerely,

Julie Burt, President, Board of Directors



president@cawsonline.org

Paonia Police Department

Law Incident Table, by Date and Time

Date Occurred: 02/01/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:05:15	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	CIT
11:03:19	Information	RIO GRANDE AVE, Paonia, CO	PPD	PPD	
11:17:01	Parking Problem	MAIN AVE, Paonia, CO	PPD	PPD	
15:28:05	AGENCY ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
23:12:08	Parking Problem	BOX ELDER AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 5

Date Occurred: 02/03/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:58:01	AGENCY ASSIST	PEACEFUL LN, Paonia, CO	PPD	DIST3	

Total Incidents for this Date: 1

Date Occurred: 02/04/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:42:47	RESTR/PROT ORDR	OAK AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 02/05/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:46:45	SUSPICIOUS	MAIN AVE, Paonia, CO	PPD	PPD	
14:51:01	Traffic Stop	PRICE RD & SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT

Total Incidents for this Date: 2

Date Occurred: 02/07/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:19:08	Information	GRAND AVE; PAONIA K8, Paonia, CO	PPD	PPD	
12:42:45	Information	2ND ST, Paonia, CO	PPD	PPD	
18:33:25	SUSPICIOUS	GRAND AVE; PPD, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 3

Date Occurred: 02/08/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:13:23	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
17:19:33	WELFARE CHECK	ALDER DR, Paonia, CO	PPD	PPD	

Time Nature Address Agency Loctn Dsp
Total Incidents for this Date: 2

Date Occurred: 02/09/24

Time Nature Address Agency Loctn Dsp
10:39:59 Information MEADOWBROOK BLVD, Paonia, CO PPD PPD
18:23:14 Information GRAND AVE., Paonia, CO PPD PPD
Total Incidents for this Date: 2

Date Occurred: 02/10/24

Time Nature Address Agency Loctn Dsp
07:15:21 Parking Problem 4TH ST, Paonia, CO PPD PPD
14:48:11 CIVIL PROBLEM OAK AVE, Paonia, CO PPD PPD
22:28:36 SEX OFFENSE OAK AVE, Paonia, CO PPD PPD
Total Incidents for this Date: 3

Date Occurred: 02/12/24

Time Nature Address Agency Loctn Dsp
11:45:44 Information MINERS WAY; NFHS, Hotchkiss, CO PPD HPD
14:52:05 RUNAWAY GRAND AVE, Paonia, CO PPD PPD
Total Incidents for this Date: 2

Date Occurred: 02/13/24

Time Nature Address Agency Loctn Dsp
12:31:29 Traffic Stop SAMUEL WADE RD, Paonia, CO PPD DIST3 CIT
Total Incidents for this Date: 1

Date Occurred: 02/14/24

Time Nature Address Agency Loctn Dsp
02:16:34 Information BOX ELDER AVE, Paonia, CO PPD PPD
12:07:47 Traffic Stop SAMUEL WADE RD & PRICE RD, Paonia, CO PPD PPD CIT
15:57:03 Information BOX ELDER AVE; NFIS, Paonia, CO PPD PPD
Total Incidents for this Date: 3

Date Occurred: 02/15/24

Time Nature Address Agency Loctn Dsp
12:30:11 Information GRAND AVE; PAONIA K8, Paonia, CO PPD PPD
14:42:35 VIN INSPECTION GRAND AVE; Paonia, CO PPD PPD
Total Incidents for this Date: 2

Law Incident Table, by Date and Time

Date Occurred: 02/16/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:34:06	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
16:43:01	Information	GRAND AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 02/17/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:41:18	LOST/FOUND PROP	2ND ST; Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 02/19/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:50:34	VIN INSPECTION	ONARGA AVE, Paonia, CO	PPD	PPD	
11:42:38	THEFT	NIAGARA AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 02/21/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:24:42	HARASSMENT	SAMUEL WADE RD, Paonia, CO	PPD	PPD	
17:32:43	RESTR/PROT ORDR	MAIN AVE, Paonia, CO	PPD	PPD	A

Total Incidents for this Date: 2

Date Occurred: 02/22/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
21:22:46	SUSPICIOUS	1ST ST, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 02/23/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:36:50	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	
11:24:05	Information	MAIN AVE, Paonia, CO	PPD	PPD	
13:25:17	WILDLIFE	ONARGA AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 3

Date Occurred: 02/24/24

Law Incident Table, by Date and Time

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:57:14	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	CIT
20:26:29	WELFARE CHECK	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 02/25/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:22:24	LOST/FOUND PROP	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 02/26/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:59:29	Elder Abuse	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 02/27/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:25:42	ANIMAL CONTROL	NORTH FORK AVE, Paonia, CO	PPD	PPD	
08:52:29	Elder Abuse	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Total reported: 44

A-1, CIT-4

A= ARREST
CIT=CITATIONS

Report Includes:

All dates between `00:00:01 02/01/24` and `00:00:01 02/29/24`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities

AMENDMENT #2

TO

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE TOWN OF PAONIA AND URBAN RURAL CONTINUUM LLC

RECITALS AND PURPOSE

With approval of the Town of Paonia Town Board at the _____, 2024 board meeting, the Town desires to add on the Scope of Services detailed below to the original professional services agreement effective April 25, 2023 and Amendment #1 effective August 11, 2023.

SCOPE OF SERVICES

The following services are hereby added to the professional services agreement.

1. Ensure the Town’s Comprehensive Plan, that is currently underway, appropriately incorporates the Housing Needs Assessment and Housing Action Plan as a plan element.
2. Begin implementation of the Housing Action Plan by:
 - a. Hosting a joint Town Board and Planning Commission work session, likely the week of March 18, to discuss the first draft of proposed regulations regarding short-term rentals and accessory dwelling units. These were the top two priorities identified in the Housing Action Plan.
 - b. Hosting a follow up joint work session, likely in April, to review the first revised draft of proposed regulations regarding short-term rentals and accessory dwelling units.
 - c. Present the third revision to the proposed regulations via an ordinance to the board for their consideration for adoption and attend board adoption hearing. If the Town is not ready to consider adoption of an ordinance, this third revision could be another work session or similar meeting to collect additional input.
 - d. If funds remain, continue to refine the regulations for short-term rental and accessory dwelling units, and/or work toward the creation of an expedited development review process and ensuring small square footage residential unit sizes are allowed.
3. All work will be completed by June 30, 2024.

Commented [URC1]: Stefen, will you have the extension from DOLA granted by this date?

COMPENSATION

The Town shall pay the Contractor for Services under this agreement a total not to exceed \$7237.50 for this Amendment #2. The revised total not to exceed amount of the professional services agreement, as amended, is \$86,147.50.

Commented [URC2]: Stefen, \$7237.50 is what was in the email from DOLA as to what you have left to spend. Is that what you envisioned here? I built the scope of work around this number so let’s discuss if you want a different number here.

PROJECT REPRESENTATION

The Town designates Stefen Wynn, Town Administrator, as an additional Town official to provide direction to the Contractor during the conduct of the Services.

AUTHORITY TO BIND

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Amendment #2.

In witness whereof, the parties have executed this Agreement to be effective as of the ___ day of _____, 2024.

TOWN OF PAONIA

a Colorado Municipal Corporation

By: _____

Mary Bachran, Mayor

Attest: _____

Samira Vetter, Town Clerk

CONTRACTOR:

URBAN RURAL CONTINUUM LLC

By: _____

Shay Coburn, Member/Manager

IHOP-PLN064 Paonia Housing Needs Assessment and Action Plan

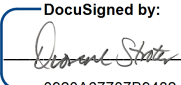
OPTION LETTER #2
SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs (DOLA)		DLG Portal Number IHOP-PLN064	
Grantee Town of Paonia		Option Letter CMS Number 189615	
Current Agreement Maximum Amount		Previous CMS #(s) 180418, 183561	
Initial Term	Retainage (5%)		
State Fiscal Year 2023	\$59,850.00 \$2,992.00	Current Grant Agreement Expiration Date April 30, 2025	
Extension Terms		Prior Grant Agreement Expiration Date March 31, 2024	
State Fiscal Year 2024	\$59,850.00 less amount spent in FY23 \$2,992.00	DLG Program Manager: Mitch Hendrick, (303) 548-9364, (mitch.hendrick@state.co.us)	
State Fiscal Year 2025	\$59,850.00 less amount spent in FY23 and FY24 \$2,992.00	DLG Program Assistant: Nicola Donaven, (720) 955-9692, (nicola.donaven@state.co.us)	
State Fiscal Year 20xx	\$0.00 \$0.00	Program: IHOP - SLFRF	
State Fiscal Year 20xx	\$0.00 \$0.00		
Total for All State Fiscal Years	\$59,850.00 \$2,992.00	CTGG1 NLAA 202300003183	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

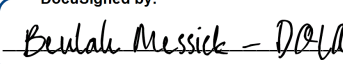
By:  _____
0920A67707B9482...
Maria De Cambra, Executive Director

Date: 3/3/2024 | 3:43 PM MST

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By:  _____
090ACD88A721474...
Beulah Messick, DOLA Controller Delegate

Effective Date: 3/4/2024 | 2:24 PM MST

IHOP-PLN064 Paonia Housing Needs Assessment and Action Plan

1. OPTIONS: Choose all applicable options listed in §1 and in §2

- A. Option to extend for an Extension Term (*use this option for Extension of Time*)
 B. *Reserved*
 C. *Reserved*
 D. *Reserved*
 E. *Reserved*

2. REQUIRED PROVISIONS: All Option Letters shall contain the appropriate provisions set forth below:

- A. **For use with Option 1(A):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and the **Town of Paonia**, the State hereby exercises its option for an additional term beginning **April 01, 2024** and ending on **April 30, 2025**. Tables in **Sections 4.3 and 4.4.2** of **Exhibit A** are deleted and replaced with the following:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Begin work/Contractor mobilization.	Within 90 days after the Effective Date of this Grant Agreement.
Documented efforts to explore and implement/adopt qualifying strategies.	Within 30 days before the first formal public hearing (e.g., Planning Commission) is scheduled.
Submit draft deliverables (housing needs assessment, housing action plan, land use/zoning code and policy updates, and Final Informal Memo to DOLA) for review.	Within 30 days before the first formal public hearing (e.g., Planning Commission) is scheduled.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	June 14, 2025

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1 st (Jan-Mar)	2023	April 10, 2023	Yes	Yes
2 nd (Apr-Jun)	2023	July 10, 2023*	Yes	Yes
3 rd (Jul-Sep)	2023	October 10, 2023	Yes	Yes
4 th (Oct-Dec)	2023	January 10, 2024	Yes	Yes
1 st (Jan-Mar)	2024	April 10, 2024	Yes	Yes
2 nd (Apr-Jun)	2024	JULY 10, 2024*	Yes	Yes
3 rd (Jul-Sep)	2024	October 10, 2024	Yes	Yes
4 th (Oct-Dec)	2024	January 10, 2025	Yes	Yes
1 st (Jan-Mar)	2025	April 10, 2025	Yes	Yes
2 nd (Apr-Jun)	2025	JULY 10, 2025*	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 10 annually.

- B. *Reserved for use with Option 1(B).*
 C. *Reserved for use with Option 1(C).*
 D. *Reserved for use with Option 1(D).*
 E. *Reserved for use with Option 1(E).*

3. Reserved for use with all Options that modify the Agreement Maximum Amount table.**4. Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or **March 01, 2024**, whichever is later.

SGM MEMORANDUM

TO: Stefen Wynn, Paonia Town Administrator
FROM: Ashley Cline, PE - SGM Design Manager
DATE: February 22, 2024
RE: **5th Street Realignment
Change Order 1 – Additional Survey & Engineering**

Background

SGM was provided existing conditions survey and right-of-way information from Wilmore Survey at the start of this project. After reviewing the information provided by Wilmore discrepancies arose with the location of rights-of-way within the project corridor and the Town has directed SGM to take over the remaining survey and right-of-way related tasks for the duration of the project.

SGM also conducted a SUE investigation to obtain utility information that would assist in the design of the storm system. At the beginning of the project SGM assumed the proposed storm system would outfall in the same locations as the existing system. During design it was concluded that the existing storm system wasn't suitable for the capacity of the proposed storm system and there was a conflict with the Paonia Ditch Company's irrigation pipe. After talks with the Ditch Company and the Town of Paonia, SGM was directed to siphon the storm system under the irrigation pipe and outfall the stormwater to the north near the bridge over the North Fork Gunnison River. The below tasks outline the work to be performed under this change order.

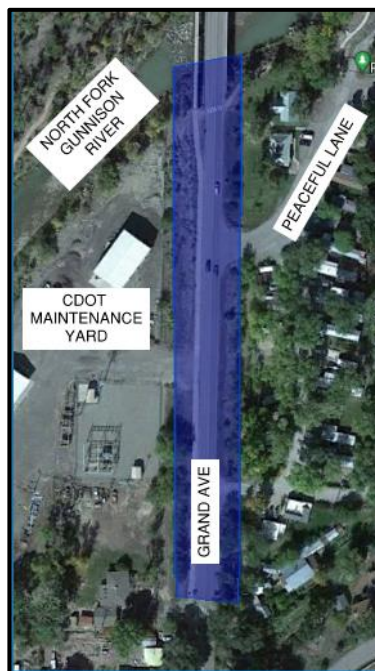


Figure 1. Additional Project Scope Area

Task 1 – Additional Survey

Task 1.1 CDOT Coordination

CDOT will require documentation from SGM surveyors that the right-of-way is correct. They will also require SGM’s survey manager to attend future coordination meetings, ei FOR and PS&E review meetings. This task allows time for that coordination.

Task 1.1 Fee - \$ 2,000

Task 1.2 – Survey Monument Verification, Temporary Easements, and Existing Conditions

SGM will conduct a site visit to verify the monumentation and property lines defined in the base mapping provided by others. This will be necessary to provide temporary construction easements. SGM will provide temporary construction easement descriptions and exhibit maps to support construction. The west side of Grand Avenue abuts 7 property owners. Each property owner has a driveway that needs to be connected to the proposed roadway. These driveway tie ins will result in the need for temporary easements during construction. Easement exhibits typically are billed on a per easement basis. \$750/easement will be charged with the assumption that the project will require 7 total easements.

Under this task, SGM will also conduct an existing conditions survey to obtain additional topographic survey needed between the bridge and the northerly limits of the existing survey to design the storm sewer outfall. The survey area will be from right-of-way to right-of-way for approximately 700 linear feet.

Task 1.2 Fee - \$ 15,500

Task 2 – Additional Subsurface Utility Investigation

SUE scope area will be the same as the surveyed area. SGM assumes the following tasks as they relate to the SUE work for this project.

Task 2.1 - Initial Data Gathering Office Work

A Utility Notification Center of Colorado (UNCC) 811 SUE Ticket will be submitted by SGM upon approval from the client. SGM will reach out to all respective utility owners for the QLD related utility owner records research.

Task 2.1 Fee: \$1,200

Task 2.2 – Initial Data Gathering Field Work

A QLB/QLC utility field investigation will be conducted in an effort to locate and mark underground utility facilities, in which SGM survey staff will record these utility marks. This utility field effort is anticipated to have a 1-day duration. An initial review of field data in the office will be incorporated in this task along with CAD deliverable preparation efforts.

Task 2.2 Fee: \$7,500

Task 3 – Civil Engineering and Design

In the original scope of work, it was assumed that the entire storm system would be gravity fed, in discovering that is not possible due to the location of the irrigation piping, the storm sewer will need to be siphoned. SGM will perform a hydraulic analysis on the storm system to ensure the siphon functions properly. SGM will also design the storm system outfall near the bridge crossing the North Fork Gunnison River that extends north of the current project limits (approximately 815 linear feet). Additional sheets that will be generated are as follows:

- Calculations & Analysis of Additional Drainage Elements
- Storm Sewer Plan & Profile – 2 sheets
- Siphon Details – 1 sheet
- Existing Utility Plan – 1 sheet

Task 3 Fee - \$9,000

The total fee estimate for this Change Order is: \$ 35,200

Assumptions & Exclusions

- No Right-of-Way Plans will be required by CDOT for this project.
- SGM assumes that 7 temporary easements will be necessary to construct the project. If additional easements are required a fee of \$750 per easement will be charged.
- SGM assumes that all utility potholing necessary will be completed in 1-day, per the original scope of work. If additional potholing is needed after discovering additional potential utility conflicts to the north, an additional fee will be incurred.
- No additional utility coordination time anticipated as part of this change order.
- It is assumed that any additional time to develop CDOT Utility deliverables will be covered under the original scope of work.



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

AGENDA ITEM:	Consideration of Approval of Offer to the School District to Purchase the VoTech Building for \$1,500,000
SUBMITTED BY:	Mayor Bachran
DATE:	3-12-24
BACKGROUND:	<p>The Town of Paonia has placed a tentative offer to the School District to purchase the old VoTech building for \$1,500,000. This offer, while signed by the Mayor, will not be valid until the Board approves the offer. The offer and all subsequent transactions are contingent upon receiving funding. If the Town does not receive funding, the contract is null and void. According to Senator Hickenlooper's staff, funding may not be available for a year to a year and a half.</p> <p>Funding will come through Congressionally Directed Spending through the USDA Community Facilities grant process. If awarded, the Town would need a 25% The proposed use is to move Town offices, including the Police Dept, Public Works and all of Administration to new location. A community center would be included in the plans, as well as a new senior center, a business incubation center, possible office spaces for rent, a commercial kitchen for rent. Other funding sources to develop the site could be the Colorado State Historical Society, Brownfields, DOLA, OEDIT. HUD, and USDA to name a few.</p> <p>Previous issues with the building were asbestos remediation and building costs. Included in the packet is the asbestose remediation report, the utilities paid in the last 2 years, maintenance cost and insurance costs. A full and thorough inspection of the building will be conducted prior to any closing.</p>
BUDGET:	Congressionally Directed Spending funds of \$1,500,000 with a Town match of 25%
RECOMMENDATION:	I move to approve the offer to purchase the old VoTech building for \$1,500,000 contingent on the receipt of CDS funding.
ATTACHMENT:	<ul style="list-style-type: none"> Contract, Description of property, Change of Status, Definition of relationships Buyer's information packet from Needlerock Realty Asbestos report Utilities costs Building maintenance costs Insurance costs



Needlerock Mountain Realty
Liz Heidrick
Ph: 970-921-5331
Fax: 970-921-4595

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (CBS3-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

Property with No Residences)
 Property with Residences-Residential Addendum Attached)

Date: 2/16/2024

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** Town of Paonia (Buyer) will take title to the Property described below as

Joint Tenants Tenants In Common Other n/a.

2.2. **No Assignability.** This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions.**

2.3. **Seller.** Delta County School District 50J (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of Delta, Colorado (insert legal description):

See Exhibit A Attached hereto and made a part hereof by reference, together with, without warranty all of Seller`s interest in one (1) commercial water tap from the Town of Paonia and one and one half (1 1/2) sewer taps from the Town of Paonia

known as: 218 4th Street, Paonia, CO 81428

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions – Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including any remote controls). If checked, the following are owned by the Seller and included: **Solar Panels** **Water Softeners** **Security Systems** **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

57 **2.5.2. Inclusions – Not Attached.** If on the Property, whether attached or not, on the date of this
58 Contract, the following items are included unless excluded under **Exclusions:** storm windows, storm doors,
59 window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery
60 rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide
61 alarms, smoke/fire detectors and all keys.

62 **2.5.3. Other Inclusions.** The following items, whether fixtures or personal property, are also
63 included in the Purchase Price:
64 **Seller shall deliver a list of all inclusions to be conveyed to Buyer on or before Due Diligence**
65 **Documents Delivery Deadline.**

66 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must
67 be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate
68 taxes for the year of Closing), liens and encumbrances, except:
69 **TBD**

70 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of
71 sale or other applicable legal instrument.

72 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
73 **n/a**; and the use or ownership of the following storage facilities:
74 **n/a**
75 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should
76 investigate.

77 **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be
78 transferred to Buyer at Closing (Leased Items):
79 **NONE**

80 **2.5.8. Trade Fixtures.** With respect to trade fixtures, Seller and Buyer agree as follows:
81 **n/a**
82 The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes
83 (except personal property taxes for the year of Closing), liens and encumbrances, except **n/a**. Conveyance
84 will be by bill of sale or other applicable legal instrument.

85 **2.6. Exclusions.** The following items are excluded (Exclusions):
86 **Seller shall deliver a list of all exclusions to the Buyer on or before Due Diligence Documents**
87 **Delivery Deadline**

88 **2.7. Water Rights/Well Rights.**
89 **2.7.1. Deeded Water Rights.** The following legally described water rights:
90 **as described in 3.4 Property**
91 Any deeded water rights will be conveyed by a good and sufficient **Special Warranty without**
92 **warranty** deed at Closing.

93 **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§
94 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:
95 **NONE**

96 **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer
97 understands that if the well to be transferred is a “Small Capacity Well” or a “Domestic Exempt Water Well”
98 used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership
99 form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in
100 the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for
101 the well and pay the cost of registration. If no person will be providing a closing service in connection with the
102 transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
103 **n/a**.

104 **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as
105 follows:
106 **NONE**

107 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights
108
109
110
111
112
113
114
115

115
116 Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such
117 rights to Buyer by executing the applicable legal instrument at Closing.

118 **2.7.6. Water Rights Review.** Buyer **Does** **Does Not** have a Right to Terminate if
119 examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination**
120 **Deadline.**

121
122 **3. DATES, DEADLINES AND APPLICABILITY.**

123 **3.1. Dates and Deadlines.**

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	<i>n/a</i>
2	§ 4	Alternative Earnest Money Deadline	<i>3/22/2024</i> Friday
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	<i>3/8/2024</i> Friday
4	§ 8	Record Title Objection Deadline	<i>3/15/2024</i> Friday
5	§ 8	Off-Record Title Deadline	<i>3/8/2024</i> Friday
6	§ 8	Off-Record Title Objection Deadline	<i>3/15/2024</i> Friday
7	§ 8	Title Resolution Deadline	<i>3/22/2024</i> Friday
8	§ 8	Third Party Right to Purchase/Approve Deadline	<i>n/a</i>
		Owners' Association	
9	§ 7	Association Documents Deadline	<i>n/a</i>
10	§ 7	Association Documents Termination Deadline	<i>n/a</i>
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	<i>3/8/2024</i> Friday
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	<i>2/23/2024</i> Friday
		Loan and Credit	
13	§ 5	New Loan Application Deadline	<i>4/5/2024 See Additional Provisions Sec.</i> Friday
14	§ 5	New Loan Terms Deadline	<i>n/a</i>
15	§ 5	New Loan Availability Deadline	<i>n/a</i>
16	§ 5	Buyer's Credit Information Deadline	<i>n/a</i>
17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>
18	§ 5	Existing Loan Deadline	<i>n/a</i>
19	§ 5	Existing Loan Termination Deadline	<i>n/a</i>
20	§ 5	Loan Transfer Approval Deadline	<i>n/a</i>
21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>
		Appraisal	
22	§ 6	Appraisal Deadline	<i>Only if required</i>

174	23	§ 6	Appraisal Objection Deadline	<i>10 days after receipt</i>	
175	24	§ 6	Appraisal Resolution Deadline	<i>10 days after resolution</i>	
176			Survey		
177					
178	25	§ 9	New ILC or New Survey Deadline	<i>provided</i>	
179					
180	26	§ 9	New ILC or New Survey Objection Deadline	<i>NA</i>	
181					
182	27	§ 9	New ILC or New Survey Resolution Deadline	<i>NA</i>	
183					
184			Inspection and Due diligence		
185					
186	28	§ 2	Water Rights Examination Deadline	<i>3/15/2024</i>	Friday
187					
188	29	§ 8	Mineral Rights Examination Deadline	<i>n/a</i>	
189					
190	30	§ 10	Inspection Termination Deadline	<i>3/15/2024</i>	Friday
191					
192	31	§ 10	Inspection Objection Deadline	<i>3/15/2024</i>	Friday
193					
194	32	§ 10	Inspection Resolution Deadline	<i>3/29/2024</i>	Friday
195					
196	33	§ 10	Property Insurance Termination Deadline	<i>3/22/2024</i>	Friday
197					
198	34	§ 10	Due Diligence Documents Delivery Deadline	<i>3/8/2024</i>	Friday
199					
200	35	§ 10	Due Diligence Documents Objection Deadline	<i>3/15/2024</i>	Friday
201					
202	36	§ 10	Due Diligence Documents Resolution Deadline	<i>3/29/2024</i>	Friday
203					
204	37	§ 10	Environmental Inspection Termination Deadline	<i>3/8/2024</i>	Friday
205					
206	38	§ 10	ADA Evaluation Termination Deadline	<i>3/22/2024</i>	Friday
207					
208	39	§ 10	Conditional Sale Deadline	<i>n/a</i>	
209					
210	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>3/15/2024</i>	Friday
211					
212	41	§ 11	Estoppel Statements Deadline	<i>2/29/2024 If applicable</i>	Thursday
213					
214	42	§ 11	Estoppel Statements Termination Deadline	<i>3/1/2024 If applicable</i>	Friday
215					
216			Closing and Possession		
217	43	§ 12	Closing Date	<i>To Be Determined</i>	
218					
219	44	§ 17	Possession Date	<i>upon successful closing</i>	
220					
221	45	§ 17	Possession Time	<i>after successful closing</i>	
222					
223	46	§ 27	Acceptance Deadline Date	<i>NOA</i>	
224					
225	47	§ 27	Acceptance Deadline Time	<i>NOA</i>	
226					
227	48	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	
228					
229	49	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	
230					
231					

226 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or
 227 completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision
 228 containing the deadline is deleted. Any box checked in this Contract means the corresponding provision
 229 applies. If no box is checked in a provision that contains a selection of "None", such provision means that
 230 "None" applies.
 231

232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 1,500,000.00	
2	§ 4.3.	Earnest Money		\$ 25,000.00
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7	<i>n/a</i>	<i>Grant Funds or USDA Loan</i>		\$ 1,475,000.00
8	<i>n/a</i>	<i>Cash at Closing Shall Be Determined</i>		\$
9	§ 4.4.	Cash at Closing		\$
10		Total	\$ 1,500,000.00	\$ 1,500,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$**none** (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a **Wired Funds or Cashier's Check**, will be payable to and held by **To Be Determined by the Seller** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if

291 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline.**

292 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates,
293 Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as
294 set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not
295 already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer
296 or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three
297 days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in §
298 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an
299 Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller,
300 written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

302 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute
303 and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and
304 liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the
305 Earnest Money due to a Buyer default.

306 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute
307 and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and
308 liable to Seller as set forth in "If Buyer is in Default, § 20.1 and § 21, unless Buyer is entitled to the Earnest
309 Money due to a Seller Default.

310 **4.4. Form of Funds; Time of Payment; Available Funds.**

312 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds,
313 Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including
314 electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

315 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be
316 paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by
317 Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

318 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, **Does**
319 **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount
320 stated as Cash at Closing in § 4.1.

322 **4.5. New Loan.**

323 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller
324 Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan
325 origination fees as required by lender.

326 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and
327 acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan
328 Limitations) or § 29 (Additional Provisions).

329 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of
330 loans: **Conventional** **Other** [USDA if Application this will be an option for the Town of](#)
331 [Paonia](#).

333 **4.6. Assumption.** (Omitted as inapplicable)

334 **4.7. Seller or Private Financing.** (Omitted as inapplicable)

337 **TRANSACTION PROVISIONS**

340 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

341 **5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or
342 more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such
343 lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline**
344 and exercise reasonable efforts to obtain such loan or approval.

346 **5.2. New Loan Terms; New Loan Availability.**

347 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this
348

349 Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed
350 New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are
351 satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under §
352 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in
353 Buyer's sole subjective discretion.

354 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New
355 Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the
356 lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the
357 Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan
358 Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan
359 Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender
360 Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property
361 (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN**
362 **NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE** , except as
363 otherwise provided in this Contract (e.g., Appraisal, Title, Survey).
364

365 **5.3. Credit Information.** (Omitted as inapplicable)

366 **5.4. Existing Loan Review.** (Omitted as inapplicable)

367
368
369 **6. APPRAISAL PROVISIONS.**

370 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified
371 appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised
372 Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs
373 necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.
374

375 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective
376 loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

377 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is
378 less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline**
379 Buyer may, on or before **Appraisal Objection Deadline**:

380 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract
381 is terminated; or

382 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a
383 copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the
384 Purchase Price (Lender Verification).
385

386 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before
387 **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
388 or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution**
389 **Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such
390 termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).
391

392 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements,
393 removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to
394 the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract,
395 this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property
396 Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy
397 the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
398 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

399 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be
400 timely paid by **Buyer** **Seller**. The cost of the Appraisal may include any and all fees paid to the
401 appraiser, appraisal management company, lender's agent or all three.
402

403
404 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more
405 Common Interest Communities and subject to one or more declarations (Association).

406 **7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A**

407 **COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY.**
 408 **THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS'**
 409 **ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND**
 410 **REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND**
 411 **REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY,**
 412 **INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES**
 413 **NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY**
 414 **AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND**
 415 **REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE**
 416 **PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF**
 417 **THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY**
 418 **WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
 419 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ**
 420 **THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF**
 421 **THE ASSOCIATION.**
 422

423
 424 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association
 425 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller
 426 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's
 427 obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association
 428 Documents, regardless of who provides such documents.

429 **7.3. Association Documents.** Association documents (Association Documents) consist of the
 430 following:

431 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,
 432 operating agreements, rules and regulations, party wall agreements and the Association's responsible
 433 governance policies adopted under § 38-33.3-209.5, C.R.S.;

434 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or
 435 managers' meetings; such minutes include those provided under the most current annual disclosure required
 436 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the
 437 minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent
 438 minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

439 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual
 440 Disclosure, including, but not limited to, property, general liability, association director and officer professional
 441 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles,
 442 additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

443 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special
 444 assessments as disclosed in the Association's last Annual Disclosure;

445 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's
 446 operating budget for the current fiscal year, (2) the Association's most recent annual financial statements,
 447 including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual
 448 Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the
 449 fees and charges (regardless of name or title of such fees or charges) that the Association's community
 450 association manager or Association will charge in connection with the Closing including, but not limited to,
 451 any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or
 452 update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record
 453 Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves
 454 or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial
 455 Documents);

456 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under §
 457 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or
 458 disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's
 459 obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts;
 460 Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or
 461
 462
 463
 464
 465

466 limited common elements of the Association property.

467 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents.
468 Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination**
469 **Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole
470 subjective discretion. Should Buyer receive the Association Documents after **Association Documents**
471 **Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
472 received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does
473 not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be
474 received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before
475 Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions
476 of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision,
477 notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).
478

479
480 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

481 **8.1. Evidence of Record Title.**

482 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the
483 title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record**
484 **Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title
485 Commitment), in an amount equal to the Purchase Price, or if this box is checked, an **Abstract of Title**
486 certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as
487 soon as practicable at or after Closing.
488

489 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the
490 title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record**
491 **Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title
492 Commitment), in an amount equal to the Purchase Price.
493 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.
494

495 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment **Will** **Will Not** contain
496 Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or
497 insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3)
498 survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time
499 of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and
500 unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be
501 paid by **Buyer** **Seller** **One-Half by Buyer and One-Half by Seller** **Other** *n/a*.
502 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or
503 delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may
504 require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance
505 Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title,
506 Resolution).
507

508 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,
509 declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other
510 documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in
511 the Title Commitment furnished to Buyer (collectively, Title Documents).

512 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,
513 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of
514 the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the
515 documents required in this Section will be at the expense of the party or parties obligated to pay for the
516 owner's title insurance policy.
517

518 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title
519 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**
520 **Deadline**.

521 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment
522 and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before
523

524 **Record Title Objection Deadline.** Buyer’s objection may be based on any unsatisfactory form or content of
 525 Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in
 526 Buyer’s sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not
 527 received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title
 528 Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title
 529 Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such
 530 documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer,
 531 (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the
 532 Title Commitment. If Seller receives Buyer’s Notice to Terminate or Notice of Title Objection, pursuant to this
 533 § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to
 534 Object to Title, Resolution). If Seller has fulfilled all Seller’s obligations, if any, to deliver to Buyer all
 535 documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer’s Notice to
 536 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition
 537 of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.
 538

539 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true
 540 copies of all existing surveys in Seller’s possession pertaining to the Property and must disclose to Buyer all
 541 easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or
 542 other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters).
 543 This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has
 544 the right to inspect the Property to investigate if any third party has any right in the Property not shown by
 545 public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer’s Notice to
 546 Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed
 547 by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer’s sole
 548 subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an
 549 Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of
 550 Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
 551 Buyer’s Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title
 552 objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If
 553 Seller does not receive Buyer’s Notice to Terminate or Notice of Title Objection by the applicable deadline
 554 specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not
 555 shown by public records of which Buyer has actual knowledge.
 556
 557

558 **8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted**

559 **8.5. Tax Certificate.** A tax certificate paid for by **Seller** **Buyer**, for the Property (Tax Certificate)
 560 must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is
 561 unsatisfactory to Buyer, in Buyer’s sole subjective discretion, Buyer may terminate, on or before **Record Title**
 562 **Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer’s
 563 option, has the Right to Terminate under § 24.1. by Buyer’s Notice to Terminate received by Seller on or
 564 before ten days after Buyer’s receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if
 565 Buyer’s Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer’s
 566 Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer’s Notice
 567 to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer
 568 waives any Right to Terminate under this provision. If Buyer’s loan specified in §4.5.3, (Loan Limitations)
 569 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.
 570

571 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property
 572 (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a
 573 third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly
 574 submit this Contract according to the terms and conditions of such right. If the third-party holder of such right
 575 exercises its right this Contract will terminate. If the third party’s right to purchase is waived explicitly or
 576 expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
 577 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this
 578 Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will
 579 then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the
 580 Property on or before the Record Title Deadline.
 581

582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer Does **Does Not** have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) **New Improvement Location Certificate (New ILC)**; or, (2) **New Survey** in the form of *n/a*; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. **Seller** **Buyer** will order the New ILC or New

641 Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form,
642 certified and updated as of a date after the date of this Contract.

643 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on
644 or before Closing, by: Seller Buyer or:
645 n/a

646 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or
647 the provider of the opinion of title if an Abstract of Title) and n/a will receive a New ILC or New Survey on or
648 before **New ILC or New Survey Deadline**.

649 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by
650 the surveyor to all those who are to receive the New ILC or New Survey.

651 **9.2. Buyer’s Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a
652 New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller
653 or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer’s sole subjective
654 discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.
655

656 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New
657 ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to
658 Buyer, in Buyer’s sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection**
659 **Deadline**, notwithstanding § 8.3. or § 13:
660

661 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is
662 terminated; or

663 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter
664 that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer
665 requires Seller to correct.
666

667 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received
668 by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not
669 agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this
670 Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller
671 receives Buyer’s written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on
672 or before expiration of **New ILC or New Survey Resolution Deadline**).
673

674 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

675
676
677 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.**

678 **10.1. Seller’s Property Disclosure.** On or before **Seller’s Property Disclosure Deadline**, Seller
679 agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission’s
680 Seller’s Property Disclosure form completed by Seller to Seller’s actual knowledge and current as of the date
681 of this Contract.
682

683 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller
684 must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract.
685 Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an
686 adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer.
687 Buyer has the Right to Terminate based on the Seller’s new disclosure on the earlier of Closing or five days
688 after Buyer’s receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer
689 acknowledges that Seller is conveying the Property to Buyer in an “**As Is**” condition, “**Where Is**” and “**With All**
690 **Faults.**”
691

692 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right
693 to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and
694 Inclusions (Inspection), at Buyer’s expense. If (1) the physical condition of the Property, including, but not
695 limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other
696 mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service
697 to the Property (including utilities and communication services), systems and components of the Property
698

699 (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or
700 (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the
701 Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

702 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify
703 Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition,
704 provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this
705 provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

706 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to
707 Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

708 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before
709 **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
710 or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline**
711 unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on
712 or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and
713 the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
714 executing an Earnest Money Release.
715

716 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other
717 written agreement between the parties, is responsible for payment for all inspections, tests, surveys,
718 engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that
719 occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any
720 kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold
721 Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any
722 such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by
723 Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including
724 Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the
725 termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection
726 Resolution.
727

728 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance**
729 **Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and
730 premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.
731

732 **10.6. Due Diligence.**

733 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents
734 and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or
735 before **Due Diligence Documents Delivery Deadline**:
736

737 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other
738 occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining
739 to the Property that survive Closing are as follows (Leases):

740 **Any current leases or use agreements to be provided if they will be in effect on or after**
741 **closing on the subject property.**

742 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.7., Leased
743 Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information
744 pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.
745 Buyer **Will** **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7.,
746 Leased Items).
747

748 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are
749 encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the
750 evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due**
751 **Diligence Documents Delivery Deadline**. Buyer **Will** **Will Not** assume the debt on the Encumbered
752 Inclusions (§ 2.5.4., Encumbered Inclusions).
753

754 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally
755
756

757 deliver copies of the following:

- 758 **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
- 759 Property;
- 760 **10.6.1.4.2.** Property tax bills for the last *n/a* years;
- 761 **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements,
- 762 including architectural, electrical, mechanical and structural systems; engineering reports; and permanent
- 763 Certificates of Occupancy, to the extent now available;
- 764 **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- 765 **10.6.1.4.5.** Operating statements for the past 2 years;
- 766 **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- 767 **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete
- 768 but has not yet completed and capital improvement work either scheduled or in process on the date of this
- 769 Contract;

- 770 **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims
- 771 which have been made for the past *n/a* years;
- 772 **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the
- 773 Property (if not delivered earlier under § 8.3.);
- 774 **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II
- 775 environmental reports, letters, test results, advisories and similar documents respective to the existence or
- 776 nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or
- 777 underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller,
- 778 Seller warrants that no such reports are in Seller's possession or known to Seller;

- 779 **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning
- 780 the compliance of the Property with said Act;
- 781 **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any
- 782 governmental authority with jurisdiction over the Property and written notice of any violation of any such
- 783 permits, licenses or use authorizations, if any; and
- 784 **10.6.1.4.13.** Other:

785 **a. Any repairs of details related to the subject property maintenance and also if available,**

786 **receipts from work done in the last two years on the subject property.**

787 **b. Seller shall provide requested documents only if in Seller's actual possession.**

788 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and

789 object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or

790 are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**

791 **Objection Deadline:**

792 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract

793 is terminated; or

794 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of

795 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

796 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection

797 is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller

798 have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution**

799 **Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller

800 receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e.,

801 on or before expiration of **Due Diligence Documents Resolution Deadline**.

802 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence**

803 **Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by

804 any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

805 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental

806 inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable.

807 Seller Buyer will order or provide **Phase I Environmental Site Assessment**, **Phase II**

808

809

810

811

812

813

814

815

816 **Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527
817 standard practices for Environmental Site Assessments) and/or *n/a*, at the expense of Seller Buyer
818 (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether
819 the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
820 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of
821 Seller's and any Seller's tenants' business uses of the Property, if any.

822 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site
823 Assessment, the **Environmental Inspection Termination Deadline** will be extended by *n/a* days (Extended
824 Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection
825 Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such
826 event, Seller Buyer must pay the cost for such Phase II Environmental Site Assessment.

827 Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this §
828 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection**
829 **Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on
830 any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

831 Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**,
832 based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

833 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of
834 that certain property owned by Buyer and commonly known as *n/a*. Buyer has the Right to Terminate under §
835 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if
836 such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller
837 does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any
838 Right to Terminate under this provision.

839 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).**
840 **[Intentionally Deleted - See Residential Addendum if applicable]**

841 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of
842 the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions
843 or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend,
844 alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the
845 Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or
846 delayed.

847 **10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]**

848 **10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if**
849 **applicable]**

850 **10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if**
851 **applicable]**

852
853
854
855
856

857 **11. TENANT ESTOPPEL STATEMENTS.**

858 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel
859 Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on
860 or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to
861 Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease
862 stating:

863 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

864 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent
865 modifications or amendments;

866 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to
867 Seller;

868 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

869 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

870 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and
871 complete copy of the Lease demising the premises it describes.
872
873

874 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property
875 a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement
876 setting forth the information and documents required §11.1. above and deliver the same to Buyer on or
877 before **Estoppel Statements Deadline**.

878 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or
879 before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in
880 Buyer’s sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel**
881 **Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.
882

883
884 **CLOSING PROVISIONS**
885
886

887 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

888 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the
889 Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to
890 Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer
891 acknowledges Buyer’s lender is required to provide the Closing Company, in a timely manner, all required
892 loan documents and financial information concerning Buyer’s loan. Buyer and Seller will furnish any
893 additional information and documents required by Closing Company that will be necessary to complete this
894 transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or
895 before Closing.
896

897 **12.2. Closing Instructions.** Colorado Real Estate Commission’s Closing Instructions **Are**
898 **Are Not** executed with this Contract.
899

900 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the
901 date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to
902 deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by
903 [Listing Agent](#).

904 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent
905 of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title
906 companies).
907

908 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue
909 after Closing and Buyer must assume Seller’s obligations under such Leases. Further, Seller must transfer to
910 Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to
911 § 2.5.7. (Leased Items).
912

913 **13. TRANSFER OF TITLE.** Subject to Buyer’s compliance with the terms and provisions of this Contract,
914 including the tender of any payment due at Closing, Seller must execute and deliver the following good and
915 sufficient deed to Buyer, at Closing: special warranty deed general warranty deed
916 bargain and sale deed quit claim deed personal representative’s deed [n/a](#) deed. Seller, provided
917 another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer,
918 at Closing.
919

920 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special
921 warranty deed or a general warranty deed, title will be conveyed “subject to statutory exceptions” as defined
922 in §38-30-113(5)(a), C.R.S.
923

924 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts
925 owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including
926 any governmental liens for special improvements installed as of the date of Buyer’s signature hereon,
927 whether assessed or not, and previous years’ taxes, will be paid at or before Closing by Seller from the
928 proceeds of this transaction or from any other source.
929

930 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
931

932 **WITHHOLDING.**

933 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all
934 other items required to be paid at Closing, except as otherwise provided herein.

935 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by
936 Buyer Seller One-Half by Buyer and One-Half by Seller Other n/a.

938 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**,
939 Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current
940 Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

941 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association’s Status Letter must
942 be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

944 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by Buyer Seller
945 One-Half by Buyer and One-Half by Seller N/A.

946 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in
947 advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or
948 working capital due at Closing must be paid by Buyer Seller
949 One-Half by Buyer and One-Half by Seller N/A.

951 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will
952 be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

953 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by Buyer Seller
954 One-Half by Buyer and One-Half by Seller N/A.

955 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be
956 paid when due by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

958 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property,
959 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at
960 Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

961 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this
962 Contract, do not exceed \$ TBD for:

- 963 Water Stock/Certificates Water District
- 964 Augmentation Membership Small Domestic Water Company Town of Paonia Water and
965 Sewer Taps

966 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

968 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to
969 Buyer must be paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

970 **15.9. FIRPTA and Colorado Withholding.**

971 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the
972 Seller’s proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not
973 occur, the Buyer could be held liable for the amount of the Seller’s tax, interest and penalties. If the box in
974 this Section is checked, Seller represents that Seller **IS** a foreign person for purposes of U.S. income
975 taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for
976 purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide
977 any reasonably requested documents to verify Seller’s foreign person status. If withholding is required, Seller
978 authorizes Closing Company to withhold such amount from Seller’s proceeds. Seller should inquire with
979 Seller’s tax advisor to determine if withholding applies or if an exemption exists.

981 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of
982 the Seller’s proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if
983 not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any
984 reasonably requested documents to verify Seller’s status. If withholding is required, Seller authorizes Closing
985 Company to withhold such amount from Seller’s proceeds. Seller should inquire with Seller’s tax advisor to
986 determine if withholding applies or if an exemption exists.

988 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

16.1. Prorations. The following will be prorated to the Closing Date, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on

Taxes for the Calendar Year Immediately Preceding Closing

Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or Other

There shall be no tax proration at closing, as Seller is exempt from taxes. Buyer will be assessed taxes from the County from the date of closing onward.

16.1.2. Rents. Rents based on Rents Actually Received Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and n/a

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date by the Association will be the obligation of Buyer Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and //

n/a

Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on Possession Date at Possession Time, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 100 per day (or any part of a day notwithstanding § 3.3., Day) from Possession Date and Possession Time until possession is delivered.

General Provisions

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before Closing Date. Buyer has the Right to Terminate under § 24.1., on or before Closing Date, if the Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired

1049 prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing,
1050 if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written
1051 agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's
1052 sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total
1053 Purchase Price, plus the amount of any deductible that applies to the insurance claim.

1054 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and
1055 communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or
1056 plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is
1057 earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar
1058 size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of
1059 such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds
1060 received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not
1061 repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to
1062 Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at
1063 Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase
1064 Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
1065 Closing.
1066

1067 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending
1068 condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly
1069 notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or
1070 before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should
1071 Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions,
1072 Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in
1073 the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or
1074 exceed the Purchase Price.
1075

1076 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to
1077 walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions
1078 complies with this Contract.
1079

1080
1081 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller
1082 acknowledge that their respective broker has advised that this Contract has important legal consequences
1083 and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel
1084 before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with
1085 their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and
1086 (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
1087 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits,
1088 including deadlines, that must be complied with.
1089

1090
1091 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines
1092 in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due,
1093 including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed
1094 timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

1095 **20.1. If Buyer is in Default:**

1096 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money
1097 (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest
1098 Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such
1099 additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full
1100 force and effect and Seller has the right to specific performance or damages, or both.
1101

1102 **20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is**
1103 **checked.** Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to
1104 Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED
1105 DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided
1106

1107 in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations
1108 of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

1109 **20.2. If Seller is in Default:**

1110 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as
1111 canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may
1112 recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for
1113 failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this
1114 Contract as being in full force and effect and Buyer has the right to specific performance or damages, or
1115 both.
1116

1117 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under
1118 this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller,
1119 failure to perform any replacements or repairs required under this Contract or failure to timely disclose any
1120 known adverse material facts, Seller remains liable for any such failures to perform under this Contract after
1121 Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and
1122 survive Closing.
1123

1124 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event
1125 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court
1126 must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
1127 expenses.
1128

1129 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not
1130 resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the
1131 parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators
1132 cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must
1133 agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share
1134 equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the
1135 entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by
1136 one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing
1137 in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property,
1138 before or after the date of written notice requesting mediation. This Section will not alter any date in this
1139 Contract, unless otherwise agreed.
1140

1141 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1142 release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller.
1143 In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to
1144 release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1)
1145 wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a
1146 court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable
1147 attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless
1148 Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller)
1149 containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money
1150 Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In
1151 the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the
1152 time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the
1153 Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or
1154 termination of this Contract.
1155

1156 **24. TERMINATION.**

1157 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
1158 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1159 Terminate), provided such written notice was received on or before the applicable deadline specified in this
1160

1166 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the
1167 Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right
1168 to Terminate under such provision.

1169 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received
1170 hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4.
1171 and 21.

1172
1173 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and
1174 specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any
1175 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this
1176 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or
1177 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by
1178 its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor
1179 to a party receives the predecessor's benefits and obligations of this Contract.
1180

1181
1182 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

1183 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing,
1184 except as provided in § 26.2. and is effective when physically received by such party, any individual named in
1185 this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working
1186 with such party (except any notice or delivery after Closing must be received by the party, not Broker or
1187 Brokerage Firm).
1188

1189 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
1190 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for
1191 such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after
1192 Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the
1193 electronic address of the recipient by facsimile, email or n/a.
1194

1195 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email
1196 at the email address of the recipient, (2) a link or access to a website or server provided the recipient
1197 receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax
1198 No.) of the recipient.

1199 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed
1200 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign
1201 a contract in Colorado for real property located in Colorado.
1202

1203 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing,
1204 by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such
1205 acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
1206 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1207 executed by each party, separately and when each party has executed a copy thereof, such copies taken
1208 together are deemed to be a full and complete contract between the parties.
1209

1210
1211 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1212 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1213 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**
1214 **and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**
1215

1216
1217 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
1218
1219

1220 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the
1221 Colorado Real Estate Commission.)

1222 **1. The Town's obligation to pay the purchase price and any other costs under this Contract**
1223

1224 are contingent upon the Town`s receipt of a Congressionally-Directed (grant) funding or
1225 USDA Rural Development (grant) funding in the full amount of the purchase price
1226 (\$1,500,000.00). If by July 31, 2024 the Town does not receive such funds in such amount, or
1227 a legally binding commitment that it will receive such funds, then this Contract shall
1228 automatically terminate, with written notice to the Seller.
1229

1230
1231 2. This Contract is contingent upon approval by the Board of Education for Delta County
1232 School District 50J, which shall address the Contract within 21 days of MEC. If the Board of
1233 Education does not approve this Contract, then the Contract will automatically terminate,
1234 with written notice given to Buyer.
1235

1236 3. The abbreviation "NOA" (notice of acceptance) means the date upon which the Board of
1237 Education has approved this contract
1238

1239
1240 4. This effectiveness of this Contract is contingent upon approval by the Board of Trustees of
1241 the Town of Paonia, which shall address the Contract within 21 days of MEC. If the Paonia
1242 Board of Trustees does not approve this Contract, then the Contract will automatically
1243 terminate, with written notice given to Seller.
1244

1245 5. Nothing in this Contract is intended or shall be deemed or construed as creating any
1246 multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town
1247 within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional
1248 or statutory provision. All financial obligations of the Town under this Contract are subject to
1249 budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion.
1250 Notwithstanding anything in this Contract to the contrary, in the event of non-appropriation
1251 of funds necessary to pay the purchase price or other costs for which Buyer is responsible
1252 under this Contract, this Contract shall automatically terminate, with written notice to Seller.
1253 This clause is intended to be broad and inclusive in accordance with the TABOR provision of
1254 the Colorado Constitution; however, it is most likely to be triggered in the event the Town
1255 would be required to pay part of the purchase price or closing or other costs from the
1256 general or other funds of the Town, whether or not subject to reimbursement from
1257 Congressionally-Directed Grant or USDA Rural Development Grant funds, as such sums may
1258 not yet be budgeted for or appropriated at such time as they become due.
1259
1260
1261
1262
1263
1264
1265
1266
1267
1268
1269
1270
1271
1272

1273 **30. OTHER DOCUMENTS.**

1274 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:
1275 Exhibit A. the attached Legal Description per recorded Boundary Adjustment Plat
1276 recorded under Reception # 750218
1277

1278
1279
1280 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a
1281

1282 part of this Contract:
1283 n/a
1284

1285
1286
1287
1288
1289
1290
1291
1292
1293
1294
1295
1296
1297
1298
1299
1300
1301
1302
1303
1304
1305
1306
1307
1308
1309
1310
1311
1312
1313
1314
1315
1316
1317
1318
1319
1320
1321
1322
1323
1324
1325
1326
1327
1328
1329
1330
1331
1332
1333
1334
1335
1336
1337
1338
1339
1340

Signatures

Mary Bachran, Mayor

Date: 2/20/2024

Buyer: **Town of Paonia**
By: Mary Bachran, Mayor

[NOTE: If this offer is being countered or rejected, do not sign this document.]

_____ Date: _____

Seller: **Delta County School District 50J**
By: Caryn Gibson, Superintendent

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker Does **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a **Buyer's Agent** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by **Listing Brokerage Firm** **Buyer**
 Other Liz Heidrick shall be changed to a Transaction Broker.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

1341
1342
1343
1344
1345
1346
1347
1348
1349
1350
1351
1352
1353
1354
1355
1356
1357
1358
1359
1360
1361
1362
1363
1364
1365
1366
1367
1368
1369
1370
1371
1372
1373
1374
1375
1376
1377
1378
1379
1380
1381
1382
1383
1384
1385
1386
1387
1388
1389
1390
1391
1392
1393
1394
1395
1396
1397
1398

Brokerage Firm's Name: **Needlerock Mountain Realty**

Brokerage Firm's License #: **EC100006650**

Liz Heidrick

Date: **2/20/2024**

Broker's Name: **Liz Heidrick**

Broker's License #: **40041520**

Address: **380 HWY 92 Crawford, CO 81415**

Phone No.: **970-921-5331**

Fax No.: **970-921-4595**

Email Address: ***liz.needlerock@gmail.com***

B. Broker Working with Seller

Broker **Does** **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a **Seller's Agent** **Transaction-Broker** in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by **Seller** **Buyer** **Other** ***Liz Heidrick*** **shall be changed to a Transaction Broker.**

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: **Needlerock Mountain Realty & Land, LLC**

Brokerage Firm's License #: **EC100006650**

Date: _____

Broker's Name: **Marsha Brezonick**

Broker's License #: **EA40020989**

Address: **236 Grand Ave, PO Box 520 Paonia, CO 81428**

1399 Phone No.: **970-527-5331**

1400 Fax No.:

1402 Email Address: **marshabrezonick@gmail.com**

1403 _____ Date: _____

1406 Broker's Name: **Liz Heidrick**

1407 Broker's License #: **40041520**

1409 Brokerage Firm's Name: **Needlerock Mountain Realty**

1410 Brokerage Firm's License #:

1412 Address: **380 HWY 92 Crawford, CO 81415**

1414 Phone No.: **970-921-5331**

1415 Fax No.: **970-921-5331**

1417 Email Address: **liz.needlerock@gmail.com**

1418

1419

1420

1421

1422

1423

1424

CBS3-6-23. CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

1425

1426

CTM eContracts - ©2024 MRI Software LLC - All Rights Reserved

EXHIBIT A
LEGAL DESCRIPTION

LOT 1

A Parcel of land located within Government Lot 2 of Section 6, Township 14 South, Range 91 West of the 6th P.M., having a description based upon a bearing of S.89°05'26"E. from the E1/16 Corner common to Sections 31 and 6 (monumented by a 1-1/2" aluminum cap RLS1456) to the Section Corner common to Sections 5, 6, 31 and 32 (monumented by a 3-1/4" USGLO Brass cap), with all other bearings relative thereto and being more particularly described as follows: Beginning at a point on the southerly right-of-way line of 5th Street from whence said E1/16 corner bears N.86°51'31"E. 159.12 feet; thence leaving said southerly right-of-way line and running S.01°15'39"E. 51.94 feet; thence S.01°19'28"W. 17.35 feet; thence S.00°10'17"E. 148.00 feet; thence S.89°32'01"E. 14.74 feet; thence S.00°50'45"W. 5.89 feet; thence S.46°15'36"E. 85.03 feet; thence S.01°37'56"E. 140.56 feet to the northerly right-of-way line of 4th Street; thence along the northerly right-of-way line of 4th Street N.89°17'51"W. 391.84 feet to the easterly right-of-way line of Grand Ave.; thence along the easterly right-of-way line of Grand Ave. N.00°45'30"E. 3.38 feet to the southeasterly right-of-way line of 5th Street; thence along the southeasterly right-of-way line of 5th Street the following four (4) courses: (1) on a tangent curve to the right 302.47 feet, with a radius of 425.00 feet, with a chord bearing and distance of N.21°08'49"E. 296.13 feet; (2) thence N.41°32'08"E. 69.56 feet; (3) thence on a tangent curve to the right 168.73 feet, with a radius of 275.00 feet, with a chord bearing and distance of N.59°06'48"E. 166.10 feet; (4) thence N.86°39'25"E. 15.03 feet to the Point of Beginning, said parcel contains 2.531 acres, more or less.

Town of Paonia, County of Delta, State of Colorado



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (DD25-5-09) (Mandatory 7-09)

DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE SELLER AGENCY, BUYER AGENCY OR TRANSACTION-BROKERAGE.

DEFINITIONS OF WORKING RELATIONSHIPS

For purposes of this document, seller also means "landlord" (which includes sublandlord) and buyer also means "tenant" (which includes subtenant).

Seller's Agent: A seller's agent (or listing agent) works solely on behalf of the seller to promote the interests of the seller with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the seller. The seller's agent must disclose to potential buyers all adverse material facts actually known by the seller's agent about the property. A separate written listing agreement is required which sets forth the duties and obligations of the broker and the seller.

Buyer's Agent: A buyer's agent works solely on behalf of the buyer to promote the interests of the buyer with the utmost good faith, loyalty and fidelity. The agent negotiates on behalf of and acts as an advocate for the buyer. The buyer's agent must disclose to potential sellers all adverse material facts actually known by the buyer's agent including the buyer's financial ability to perform the terms of the transaction and, if a residential property, whether the buyer intends to occupy the property. A separate written buyer agency agreement is required which sets forth the duties and obligations of the broker and the buyer.

Transaction-Broker: A transaction-broker assists the buyer or seller or both throughout a real estate transaction by performing terms of any written or oral agreement, fully informing the parties, presenting all offers and assisting the parties with any contracts, including the closing of the transaction without being an agent or advocate for any of the parties. A transaction-broker must use reasonable skill and care in the performance of any oral or written agreement, and must make the same disclosures as agents about all adverse material facts actually known by the transaction-broker concerning a property or a buyer's financial ability to perform the terms of a transaction and, if a residential property, whether the buyer intends to occupy the property. No written agreement is required.

Customer: A customer is a party to a real estate transaction with whom the broker has no brokerage relationship because such party has not engaged or employed the broker, either as the party's agent or as the party's transaction-broker.

THIS IS NOT A CONTRACT.

I acknowledge receipt of a copy of this document on **2-16-2024**.

Mary Bachran, Mayor

Date: **2/20/2024**

Signature: **Town of Paonia**
By: Mary Bachran, Mayor

On , Broker provided with this document via and retained a copy for the Broker's records.

Brokerage Firm: **Needlerock Mountain Realty**

Liz Heidrick

Date: **2/20/2024**

Broker **Liz Heidrick**

218 4th St
Paonia, CO 81428



Commercial Property Information Packet
Contact Marsha Brezonick & Liz Heidrick
(970) 361-6305 / (970) 234-5344
www.needlerockrealty.com/

Prime Location Commercial Building



218 4th Street, Paonia, CO

MLS #	Building SQFT	Property Acreage	Listing Price	Price per SQ FT (Interior)
796590	33,860	2.53	\$2,500,000	\$73.83

MASSIVE BUILDING IN PICTURESQUE DOWNTOWN PAONIA WITH ENDLESS OPPORTUNITIES. Once a loved School Building, this 33,860 MOL sq ft building on 2.53 acres has been a vocational school, public meeting place and commercial training center. Recently this facility had 13 rooms totally updated! Several rooms have their own independent outside access doors, which sparks the imagination towards multi living units concept. Large meeting rooms with overhead projectors and a massive auditorium/gymnasium with hardwood flooring leaves room for even more creative thinking. Big industrial workshop with newer ventilation system set up for automative training or ????? Kitchen facility with dining area will need to be updated but has many valuable fixtures and features built right in. There are multiple bathrooms throughout the building including four that are ADA accessible. The building has a newer 96% efficient boiler, 208v 3 phase electric, camera security system and more. Large Parking area behind the building and the existing infrastructure will lend itself to multiple uses. The Town of Paonia domestic water line into the building is a 2" line, which can typically service 6-10 single family homes. Currently zoned Public, a change of use will require re-zoning by the Town of Paonia. Buyers should consult with the Town regarding any intended use. Imagine your project here within walking distance to the POPULAR TOWN PARK and Downtown Shopping District of Paonia. Western Colorado continues to attract wonderful people and we need to work and repurpose buildings like this to help keep our communities vital and strong. This is located in the OPPORTUNITY ZONE! Provenance is priceless in terms of memories here, but it is time for a new DREAM to take hold.

Contact Marsha Brezonick & Liz Heidrick

(970) 361-6305 / (970) 234-5344

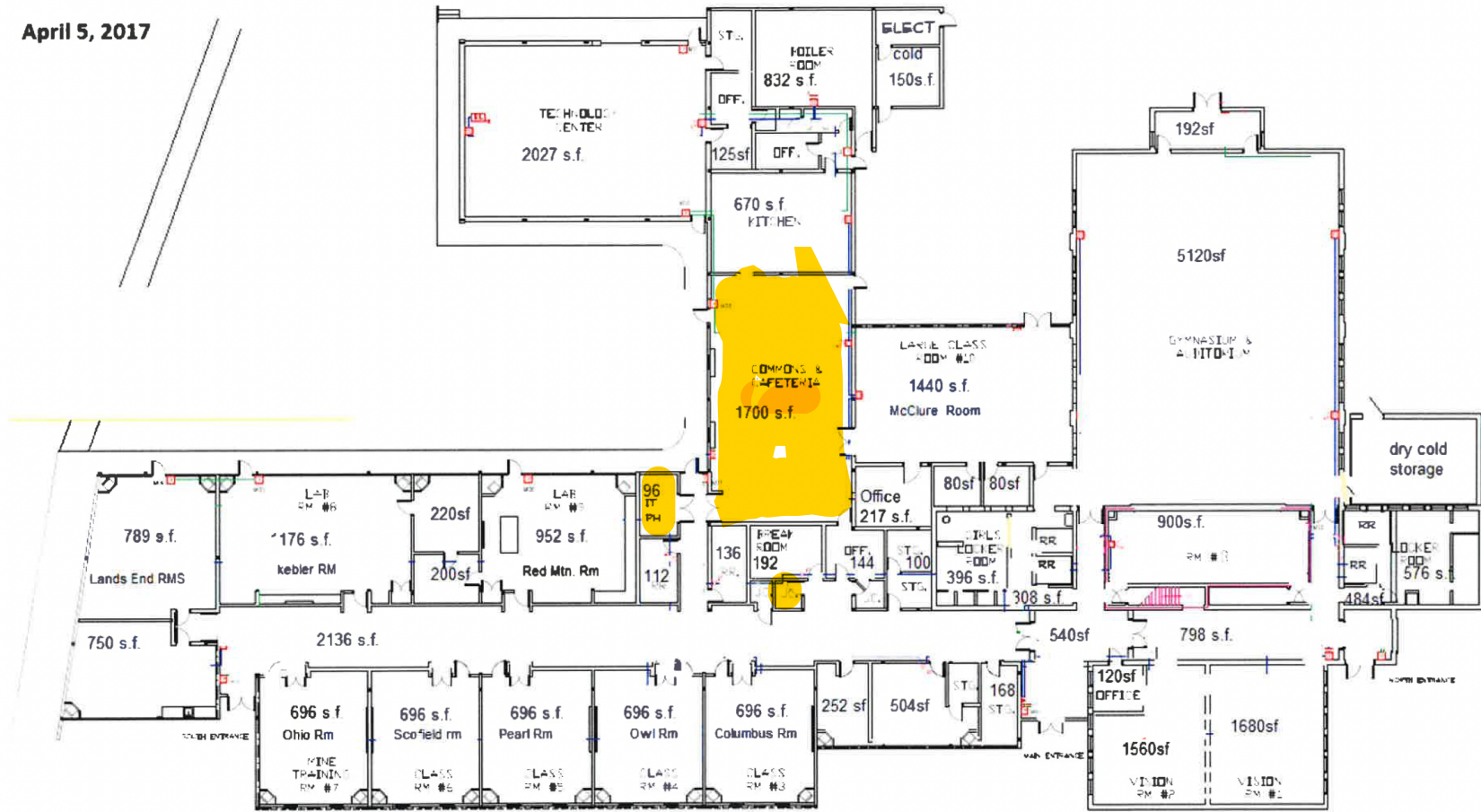
Needlerockrealty.com

Information deemed reliable, but not guaranteed and should be verified.




Floor Plan

April 5, 2017

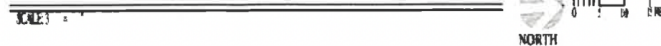


Building COST	\$46,114.35	Building Admin	\$ 19,535	Utility fee	\$ 26,579
S.f. heated	31092		\$ 0.82	s.f.	

 Places with asbestos flooring

PAONIA ENERGY TECH 218 4TH STREET PAONIA

31,291 s.f.



Contact Marsha Brezonick & Liz Heidrick
 (970) 361-6305 / (970) 234-5344

Needlerockrealty.com

Information deemed reliable, but not guaranteed and should be verified.



Features

Honeywell IFP-100 Silent Knight alarm & strobe system, currently monitored by Superior Alarm. High Efficiency (96%) Thermic Boiler, Trane Mechanical Control System, lines in place for future cooling system, T-5 and T18 Lighting, 2012 electrical updated, Camera Security System, overhead projectors (2), 208 v 3phase electric.

Additional Information

Plat with Boundary Adjustment will be recorded prior to transfer. Tax Parcel includes a portion of the elementary building, does not reflect boundary adjustment. No tax history because School District is exempt. Internet was provided through district network. Elevate is available in the area, but not installed in the building. Asbestos tile and mastick/glue in cafeteria and some closets.



Directions: From Highway 133, head South on Grand Ave. The building is on the left at 4th Street and Grand Ave.



Contact Marsha Brezonick & Liz Heidrick
(970) 361-6305 / (970) 234-5344

Needlerockrealty.com

Information deemed reliable, but not guaranteed and should be verified.

Outside Photographs



Contact Marsha Brezonick & Liz Heidrick
(970) 361-6305 / (970) 234-5344

Needlerockrealty.com

Information deemed reliable, but not guaranteed and should be verified.





Contact Marsha Brezonick & Liz Heidrick
(970) 361-6305 / (970) 234-5344

Needlerockrealty.com

Information deemed reliable, but not guaranteed and should be verified.



Contact Marsha Brezonick & Liz Heidrick

(970) 361-6305 / (970) 234-5344

Needlerockrealty.com

Information deemed reliable, but not guaranteed and should be verified.



General Information

Possible Uses

Automotive
General Office
Lodging
Apartments
Manufacturing
Mixed-Use
Multi-Flex/R & D
Office Warehouse
Other
Professional/Medical
Restaurant
Retail Storefront
Retail Warehouse
Showroom
Special Use
Warehouse

*Rezoning will be required

UTILITIES

Water/Sewer: Town of Paonia (970) 527-4101
Natural Gas: Black Hills Energy (888) 890-5554
Electricity: DMEA (877) 687-3632
Fiber Internet: Elevate (844) 386-8744
Utility Records Available Upon Request

PROPERTY SYSTEMS

Heating: Forced Air/Boiler/Other
Heating Fuel: Natural Gas
Lighting: Fluorescent/Other



Contact Marsha Brezonick & Liz Heidrick
(970) 361-6305 / (970) 234-5344

Needlerockrealty.com

Information deemed reliable, but not guaranteed and should be verified.



May 4, 2023

John M. McHugh
Facilities Director
Delta County School District
john.mchugh@deltaschools.com

Subject: Asbestos Re-inspection Results
Paonia VoTech
218 4th Street
Paonia, Colorado

Dear Mr. McHugh:

Per your request, Grande River Environmental, LLC (GRE) has completed the required three-year asbestos re-inspection of Paonia VoTech located at 218 4th Street in Paonia, Colorado. The facility was previously included in the asbestos management plans prepared for the school district. The re-inspection was completed on April 17, 2023 by Jake Harris a GRE asbestos inspector certified by the EPA and the State of Colorado.

GRE inspected all visible friable and non-friable known or potential asbestos-containing building materials (ACBMs) present in the structure.

According to the existing management plan, friable pipe insulation is not visible, but potentially present in the crawlspace in the structure. Friable sheet flooring in the restrooms was identified during this re-inspection. Non-friable 9x9 and 12x12 floor tiles, cove base, and sheet flooring were either identified or assumed to be asbestos-containing during previous inspections of the facility. A condition assessment of the materials listed above was conducted during the 2023 re-inspection. A summary of the re-inspection results is presented below.

Previously Identified ACBMs

Pipe Insulation – The pipe insulation located in the structure was previously identified to be ACBMs. The pipe insulation was not visible, abated, may be present in the crawlspace, and was in good condition at the time of the inspection, remains friable, and are classified as an ACBM with the potential for damage. No additional samples of the materials were collected during the re-inspection.

9x9 Floor Tiles – The floor tiles located in the structure were previously identified to be ACBMs. The floor tiles were in good condition at the time of the inspection, remain non-friable, and are classified as an ACBM with the potential for damage. No additional samples of the materials were collected during the re-inspection.



12x12 Floor Tiles – The floor tiles located in the structure were previously identified to be ACBMs. The floor tiles were in good condition at the time of the inspection, remain non-friable, and are classified as an ACBM with the potential for damage. No additional samples of the materials were collected during the re-inspection.

Cove Base – The cove base located in the structure was previously identified to be ACBMs. The cove base was in good condition at the time of the inspection, remains non-friable, and are classified as an ACBM with the potential for damage. No additional samples of the materials were collected during the re-inspection.

Sheet Flooring – The sheet flooring located in the restrooms was previously identified to be non-friable ACBMs. The sheet flooring was in good condition at the time of the inspection, is now friable, and is classified as an ACBM with the potential for damage. No additional samples of the materials were collected during the re-inspection.

Conclusions

Visible, non-friable ACBMs identified in the building, including floor tiles and cove base were in good condition at the time of the inspection and remain non-friable. The sheet flooring identified in the building was classified as non-friable and is now classified as friable ACBMs. Friable ACBMs identified in the building, including pipe insulation and sheet flooring were in good condition at the time of the inspection and remain friable.

If you have any questions, please call me at (970) 201-9731. Thank you for selecting GRE for your project.

Sincerely,
Grande River Environmental, LLC

Jake Harris APCD# 16493
Project Manager

Attachments: Asbestos Re-inspection Form
Inspector Certifications

**Limitations:**

GRE conducted this investigation in accordance with current professional practices. This assessment was limited to the sampling locations and analyses described in the report. No other sampling or analyses were conducted during this investigation. Only readily accessible spaces were inspected; therefore, it is possible that ACM may exist in areas that were inaccessible during this non-destructive inspection. Any material encountered that has not been sampled should be assumed to be asbestos-containing until it has been sampled by a state certified asbestos inspector and proven otherwise.

If additional information concerning site environmental conditions becomes available, the conclusions and recommendations presented in this report will not be considered valid unless this information is reviewed and the conclusions and recommendations of this report are modified and approved in writing by GRE. It is possible that additional reports or investigations could alter the conclusions of this assessment.

This report is intended for use only by the client. Any future use of this report by anyone other than the above-referenced client will require authorization by GRE and possible updating of the report.



Asbestos Containing Materials Inventory

Inspector Name: Jake Harris

Original Inspection Date: Feb June 23, 1988

EPA Accreditation #: 16493

Re-Inspection Date(s): 2006 4/17/23

School Name: Paonia Vortech

Building: Main Campus

State Certification #: 16493

School District: Delta County School District

LEA Designated Person: John McHugh

Total Building Square Footage: Approx. 11,000 ft²

Homogeneous Area Number	Material	Type	Previous Inspection Condition		Current Inspection Condition		Samples Collected	Comments		
			Friable	Condition	Accessibility	Condition			Friable	Condition
	Pipe Insulation	Surf TSI Misc	Yes No	Significant Damaged Good	High Medium Low	Yes No	Significant Damaged Good	High Medium Low	Yes No	Not Visible Abated, may be present in crawl space
	4x9 Floor Tile	Surf TSI Misc	Yes No	Significant Damaged Good	High Medium Low	Yes No	Significant Damaged Good	High Medium Low	Yes No	
	12x12 Floor Tile	Surf TSI Misc	Yes No	Significant Damaged Good	High Medium Low	Yes No	Significant Damaged Good	High Medium Low	Yes No	
	Cove Base	Surf TSI Misc	Yes No	Significant Damaged Good	High Medium Low	Yes No	Significant Damaged Good	High Medium Low	Yes No	
	Sheet Flooring	Surf TSI Misc	Yes No	Significant Damaged Good	High Medium Low	Yes No	Significant Damaged Good	High Medium Low	Yes No	Rest Rooms
		Surf TSI Misc	Yes No	Significant Damaged Good	High Medium Low	Yes No	Significant Damaged Good	High Medium Low	Yes No	
		Surf TSI Misc	Yes No	Significant Damaged Good	High Medium Low	Yes No	Significant Damaged Good	High Medium Low	Yes No	

Date	Line Memo	Debit	Invoice Number	Vendor
8/12/20	2.01000.00 - PAONIA TECH WATER/SEWER	\$100.00	DCSD50J JUL20	PAONIA - TOWN OF
8/12/20	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.21	DCSD50J JUL20	PAONIA - TOWN OF
9/10/20	2.01000.00 - PAONIA TECH WATER/SEWER	\$100.00	DCSD50J AUG20	PAONIA - TOWN OF
9/10/20	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.35	DCSD50J AUG20	PAONIA - TOWN OF
10/13/20	2.01000.00 - PAONIA TECH WATER/SEWER	\$100.00	DCSD50J SEP20	PAONIA - TOWN OF
10/13/20	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.40	DCSD50J SEP20	PAONIA - TOWN OF
11/4/20	2.01000.00 - PAONIA TECH WATER/SEWER	\$100.00	DCSD50J OCT20	PAONIA - TOWN OF
11/4/20	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.18	DCSD50J OCT20	PAONIA - TOWN OF
12/9/20	2.01000.00 - PAONIA TECH WATER/SEWER	\$100.00	DCSD50J NOV20	PAONIA - TOWN OF
12/9/20	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.18	DCSD50J NOV20	PAONIA - TOWN OF
1/7/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J DEC2020	PAONIA - TOWN OF
1/7/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.09	DCSD50J DEC2020	PAONIA - TOWN OF
2/10/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J JAN21	PAONIA - TOWN OF
2/10/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.72	DCSD50J JAN21	PAONIA - TOWN OF
3/8/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J FEB21	PAONIA - TOWN OF
3/8/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$108.18	DCSD50J FEB21	PAONIA - TOWN OF
4/14/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J MAR21	PAONIA - TOWN OF
4/14/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$104.16	DCSD50J MAR21	PAONIA - TOWN OF
5/5/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J APR21	PAONIA - TOWN OF
5/5/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$104.94	DCSD50J APR21	PAONIA - TOWN OF
6/9/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J MAY21	PAONIA - TOWN OF
6/9/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$104.16	DCSD50J MAY21	PAONIA - TOWN OF
6/30/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J JUN21	PAONIA - TOWN OF
6/30/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.96	DCSD50J JUN21	PAONIA - TOWN OF
7/27/20	329929 PAONIA TECH NATURAL GAS	\$114.70	JULY 2020	BLACK HILLS ENERGY
9/8/20	329929 PAONIA TECH NATURAL GAS	\$110.97	AUGUST 2020	BLACK HILLS ENERGY
9/29/20	329929 PAONIA TECH NATURAL GAS	\$111.71	SEPT 2020	BLACK HILLS ENERGY
10/21/20	329929 PAONIA TECH NATURAL GAS	\$110.97	OCT 2020	BLACK HILLS ENERGY
12/4/20	329929 PAONIA TECH NATURAL GAS	\$611.72	NOV 2020	BLACK HILLS ENERGY
1/4/21	329929 PAONIA TECH NATURAL GAS	\$1,087.76	DEC 2020	BLACK HILLS ENERGY
1/27/21	329929 PAONIA TECH NATURAL GAS	\$1,387.22	JAN 2021	BLACK HILLS ENERGY
2/24/21	329929 PAONIA TECH NATURAL GAS	\$1,161.21	FEB 2021	BLACK HILLS ENERGY
3/26/21	329929 PAONIA TECH NATURAL GAS	\$1,045.67	MAR 2021	BLACK HILLS ENERGY
5/5/21	329929 PAONIA TECH NATURAL GAS	\$708.25	APR 2021	BLACK HILLS ENERGY

6/3/21	329929 PAONIA TECH NATURAL GAS	\$258.37	MAY 2021	BLACK HILLS ENERGY
6/30/21	329929 PAONIA TECH NATURAL GAS	\$124.48	JUN 2021	BLACK HILLS ENERGY
9/22/20	3180050003 - PAONIA TECH ELECTRIC	\$563.44	JULY 2020	DELTA-MONTROSE ELECTRIC COMP
10/19/20	3180050003 - PAONIA TECH ELECTRIC	\$529.14	AUGUST 2020	DELTA-MONTROSE ELECTRIC COMP
11/19/20	3180050003 - PAONIA TECH ELECTRIC	\$412.53	SEPT 2020	DELTA-MONTROSE ELECTRIC COMP
12/17/20	3180050003 - PAONIA TECH ELECTRIC	\$446.83	OCT 2020	DELTA-MONTROSE ELECTRIC COMP
1/19/21	3180050003 - PAONIA TECH ELECTRIC	\$584.02	NOV 2020	DELTA-MONTROSE ELECTRIC COMP
2/19/21	3180050003 - PAONIA TECH ELECTRIC	\$638.90	DEC 2020	DELTA-MONTROSE ELECTRIC COMP
3/24/21	3180050003 - PAONIA TECH ELECTRIC	\$659.48	JAN 2021	DELTA-MONTROSE ELECTRIC COMP
4/21/21	3180050003 - PAONIA TECH ELECTRIC	\$666.34	FEB 2021	DELTA-MONTROSE ELECTRIC COMP
5/20/21	3180050003 - PAONIA TECH ELECTRIC	\$714.36	MAR 2021	DELTA-MONTROSE ELECTRIC COMP
6/22/21	3180050003 - PAONIA TECH ELECTRIC	\$556.58	APR 2021	DELTA-MONTROSE ELECTRIC COMP
6/30/21	3180050003 - PAONIA TECH ELECTRIC	\$405.67	MAY 2021	DELTA-MONTROSE ELECTRIC COMP
6/30/21	3180050003 - PAONIA TECH ELECTRIC	\$364.51	JUN 2021	DELTA-MONTROSE ELECTRIC COMP
8/4/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD 50J JUL21	PAONIA - TOWN OF
8/4/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.72	DCSD 50J JUL21	PAONIA - TOWN OF
9/14/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J AUG21	PAONIA - TOWN OF
9/14/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.72	DCSD50J AUG21	PAONIA - TOWN OF
10/7/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J SEP21	PAONIA - TOWN OF
10/7/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.72	DCSD50J SEP21	PAONIA - TOWN OF
11/8/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J OCT21	PAONIA - TOWN OF
11/8/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.72	DCSD50J OCT21	PAONIA - TOWN OF
12/8/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J NOV21	PAONIA - TOWN OF
12/8/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.96	DCSD50J NOV21	PAONIA - TOWN OF
1/6/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J DEC21	PAONIA - TOWN OF
1/6/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J DEC21	PAONIA - TOWN OF
2/17/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J JAN22	PAONIA - TOWN OF
2/17/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J JAN22	PAONIA - TOWN OF
3/9/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$214.00	DCSD50J FEB22	PAONIA - TOWN OF
4/13/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J MAR22	PAONIA - TOWN OF
4/13/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J MAR22	PAONIA - TOWN OF
5/11/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J APR22	PAONIA - TOWN OF
5/11/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J APR22	PAONIA - TOWN OF
6/13/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$85.10	DCSD50J MAY22	PAONIA - TOWN OF
6/13/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J MAY22	PAONIA - TOWN OF

6/30/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$98.00	DCSD50J JUN22	PAONIA - TOWN OF
6/30/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J JUN22	PAONIA - TOWN OF
8/4/21	329929 PAONIA TECH NATURAL GAS	\$130.11	JULY 2021	BLACK HILLS ENERGY
8/31/21	329929 PAONIA TECH NATURAL GAS	\$134.08	AUGUST 2021	BLACK HILLS ENERGY
9/30/21	329929 PAONIA TECH NATURAL GAS	\$137.94	SEPT 2021	BLACK HILLS ENERGY
11/3/21	329929 PAONIA TECH NATURAL GAS	\$238.41	OCT 2021	BLACK HILLS ENERGY
12/8/21	329929 PAONIA TECH NATURAL GAS	\$647.62	NOV 2021	BLACK HILLS ENERGY
1/4/22	329929 PAONIA TECH NATURAL GAS	\$1,169.26	DEC 2021	BLACK HILLS ENERGY
2/7/22	329929 PAONIA TECH NATURAL GAS	\$1,650.46	JAN 2022	BLACK HILLS ENERGY
3/3/22	329929 PAONIA TECH NATURAL GAS	\$1,535.81	FEB 2022	BLACK HILLS ENERGY
3/30/22	329929 PAONIA TECH NATURAL GAS	\$1,330.00	MAR 2022	BLACK HILLS ENERGY
4/27/22	329929 PAONIA TECH NATURAL GAS	\$770.76	APR 2022	BLACK HILLS ENERGY
6/2/22	329929 PAONIA TECH NATURAL GAS	\$153.06	MAY 2022	BLACK HILLS ENERGY
6/30/22	329929 PAONIA TECH NATURAL GAS	\$151.81	JUN 2022	BLACK HILLS ENERGY
9/22/21	3180050003 - PAONIA TECH ELECTRIC	\$371.37	JULY 2021	DELTA-MONTROSE ELECTRIC COMP
10/25/21	3180050003 - PAONIA TECH ELECTRIC	\$419.39	AUGUST 2021	DELTA-MONTROSE ELECTRIC COMP
11/22/21	3180050003 - PAONIA TECH ELECTRIC	\$412.53	SEPT 2021	DELTA-MONTROSE ELECTRIC COMP
1/19/22	3180050003 - PAONIA TECH ELECTRIC	\$487.98	OCT 2021	DELTA-MONTROSE ELECTRIC COMP
2/21/22	3180050003 - PAONIA TECH ELECTRIC	\$563.44	NOV 2021	DELTA-MONTROSE ELECTRIC COMP
2/21/22	3180050003 - PAONIA TECH ELECTRIC	\$536.00	DEC 2021	DELTA-MONTROSE ELECTRIC COMP
3/23/22	3180050003 - PAONIA TECH ELECTRIC	\$590.88	JAN 2022	DELTA-MONTROSE ELECTRIC COMP
4/20/22	3180050003 - PAONIA TECH ELECTRIC	\$542.86	FEB 2022	DELTA-MONTROSE ELECTRIC COMP
5/23/22	3180050003 - PAONIA TECH ELECTRIC	\$549.72	MAR 2022	DELTA-MONTROSE ELECTRIC COMP
6/22/22	3180050003 - PAONIA TECH ELECTRIC	\$446.83	APR 2022	DELTA-MONTROSE ELECTRIC COMP
6/30/22	3180050003 - PAONIA TECH ELECTRIC	\$343.93	MAY 2022	DELTA-MONTROSE ELECTRIC COMP
6/30/22	3180050003 - PAONIA TECH ELECTRIC	\$378.23	JUN 2022	DELTA-MONTROSE ELECTRIC COMP

Votech Building 2 Year Utility Costs Summary

Year	Month	DMEA	Black Hills	TOP Sewer	TOP Water	Monthly Average
2020	Jul	563.44	\$ 114.70	\$ 100.00	\$ 100.21	\$ 219.59
	Aug	\$ 529.14	\$ 110.97	\$ 100.00	\$ 100.35	\$ 210.12
	Sep	\$ 412.53	\$ 111.71	\$ 100.00	\$ 100.40	\$ 181.16
	Oct	\$ 446.83	\$ 110.97	\$ 100.00	\$ 100.18	\$ 189.50
	Nov	\$ 584.02	\$ 611.72	\$ 100.00	\$ 100.18	\$ 348.98
	Dec	\$ 638.90	\$ 1,087.76	\$ 102.00	\$ 100.09	\$ 482.19
2021	Jan	\$ 659.48	\$ 1,387.22	\$ 102.00	\$ 102.72	\$ 562.86
	Feb	\$ 666.34	\$ 161.21	\$ 102.00	\$ 108.18	\$ 259.43
	Mar	\$ 714.36	\$ 1,045.67	\$ 102.00	\$ 104.16	\$ 491.55
	Apr	\$ 556.58	\$ 708.25	\$ 102.00	\$ 104.94	\$ 367.94
	May	\$ 405.67	\$ 258.37	\$ 102.00	\$ 104.16	\$ 217.55
	Jun	\$ 364.51	\$ 124.48	\$ 102.00	\$ 102.96	\$ 173.49
Total		\$ 6,541.80	\$ 5,833.03	\$ 1,214.00	\$ 1,228.53	
2021/20 utility total		\$ 14,817.36				
	Jul	\$ 371.37	\$ 130.11	\$ 102.00	\$ 102.72	\$ 176.55
	Aug	\$ 419.39	\$ 134.08	\$ 102.00	\$ 102.72	\$ 189.55
	Sep	\$ 412.53	\$ 137.94	\$ 102.00	\$ 102.72	\$ 188.80
	Oct	\$ 487.98	\$ 238.41	\$ 102.00	\$ 102.72	\$ 232.78
	Nov	\$ 563.44	\$ 647.62	\$ 102.00	\$ 102.96	\$ 354.01
	Dec	\$ 536.00	\$ 1,169.26	\$ 107.00	\$ 107.00	\$ 479.82
2022	Jan	\$ 590.88	\$ 1,650.46	\$ 107.00	\$ 107.00	\$ 613.84
	Feb	\$ 542.86	\$ 1,535.81	\$ 107.00	\$ 214.00	\$ 599.92
	Mar	\$ 549.72	\$ 1,330.00	\$ 107.00	\$ 107.00	\$ 523.43
	Apr	\$ 446.83	\$ 770.76	\$ 107.00	\$ 107.00	\$ 357.90
	May	\$ 343.93	\$ 153.06	\$ 107.00	\$ 85.10	\$ 172.27
	Jun	\$ 378.23	\$ 151.81	\$ 107.00	\$ 98.00	\$ 183.76
Total		\$ 5,643.16	\$ 8,049.32	\$ 1,259.00	\$ 1,338.94	
2021/22 utility total		\$ 16,290.42				

Date	Line Memo	Debit	Invoice Number	Vendor
8/12/20	2.01000.00 - PAONIA TECH WATER/SEWER	\$100.00	DCSD50J JUL20	PAONIA - TOWN OF
8/12/20	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.21	DCSD50J JUL20	PAONIA - TOWN OF
9/10/20	2.01000.00 - PAONIA TECH WATER/SEWER	\$100.00	DCSD50J AUG20	PAONIA - TOWN OF
9/10/20	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.35	DCSD50J AUG20	PAONIA - TOWN OF
10/13/20	2.01000.00 - PAONIA TECH WATER/SEWER	\$100.00	DCSD50J SEP20	PAONIA - TOWN OF
10/13/20	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.40	DCSD50J SEP20	PAONIA - TOWN OF
11/4/20	2.01000.00 - PAONIA TECH WATER/SEWER	\$100.00	DCSD50J OCT20	PAONIA - TOWN OF
11/4/20	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.18	DCSD50J OCT20	PAONIA - TOWN OF
12/9/20	2.01000.00 - PAONIA TECH WATER/SEWER	\$100.00	DCSD50J NOV20	PAONIA - TOWN OF
12/9/20	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.18	DCSD50J NOV20	PAONIA - TOWN OF
1/7/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J DEC2020	PAONIA - TOWN OF
1/7/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$100.09	DCSD50J DEC2020	PAONIA - TOWN OF
2/10/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J JAN21	PAONIA - TOWN OF
2/10/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.72	DCSD50J JAN21	PAONIA - TOWN OF
3/8/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J FEB21	PAONIA - TOWN OF
3/8/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$108.18	DCSD50J FEB21	PAONIA - TOWN OF
4/14/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J MAR21	PAONIA - TOWN OF
4/14/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$104.16	DCSD50J MAR21	PAONIA - TOWN OF
5/5/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J APR21	PAONIA - TOWN OF
5/5/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$104.94	DCSD50J APR21	PAONIA - TOWN OF
6/9/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J MAY21	PAONIA - TOWN OF
6/9/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$104.16	DCSD50J MAY21	PAONIA - TOWN OF
6/30/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J JUN21	PAONIA - TOWN OF
6/30/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.96	DCSD50J JUN21	PAONIA - TOWN OF
7/27/20	329929 PAONIA TECH NATURAL GAS	\$114.70	JULY 2020	BLACK HILLS ENERGY
9/8/20	329929 PAONIA TECH NATURAL GAS	\$110.97	AUGUST 2020	BLACK HILLS ENERGY
9/29/20	329929 PAONIA TECH NATURAL GAS	\$111.71	SEPT 2020	BLACK HILLS ENERGY
10/21/20	329929 PAONIA TECH NATURAL GAS	\$110.97	OCT 2020	BLACK HILLS ENERGY
12/4/20	329929 PAONIA TECH NATURAL GAS	\$611.72	NOV 2020	BLACK HILLS ENERGY
1/4/21	329929 PAONIA TECH NATURAL GAS	\$1,087.76	DEC 2020	BLACK HILLS ENERGY
1/27/21	329929 PAONIA TECH NATURAL GAS	\$1,387.22	JAN 2021	BLACK HILLS ENERGY
2/24/21	329929 PAONIA TECH NATURAL GAS	\$1,161.21	FEB 2021	BLACK HILLS ENERGY
3/26/21	329929 PAONIA TECH NATURAL GAS	\$1,045.67	MAR 2021	BLACK HILLS ENERGY
5/5/21	329929 PAONIA TECH NATURAL GAS	\$708.25	APR 2021	BLACK HILLS ENERGY

6/3/21	329929 PAONIA TECH NATURAL GAS	\$258.37	MAY 2021	BLACK HILLS ENERGY
6/30/21	329929 PAONIA TECH NATURAL GAS	\$124.48	JUN 2021	BLACK HILLS ENERGY
9/22/20	3180050003 - PAONIA TECH ELECTRIC	\$563.44	JULY 2020	DELTA-MONTROSE ELECTRIC COMP
10/19/20	3180050003 - PAONIA TECH ELECTRIC	\$529.14	AUGUST 2020	DELTA-MONTROSE ELECTRIC COMP
11/19/20	3180050003 - PAONIA TECH ELECTRIC	\$412.53	SEPT 2020	DELTA-MONTROSE ELECTRIC COMP
12/17/20	3180050003 - PAONIA TECH ELECTRIC	\$446.83	OCT 2020	DELTA-MONTROSE ELECTRIC COMP
1/19/21	3180050003 - PAONIA TECH ELECTRIC	\$584.02	NOV 2020	DELTA-MONTROSE ELECTRIC COMP
2/19/21	3180050003 - PAONIA TECH ELECTRIC	\$638.90	DEC 2020	DELTA-MONTROSE ELECTRIC COMP
3/24/21	3180050003 - PAONIA TECH ELECTRIC	\$659.48	JAN 2021	DELTA-MONTROSE ELECTRIC COMP
4/21/21	3180050003 - PAONIA TECH ELECTRIC	\$666.34	FEB 2021	DELTA-MONTROSE ELECTRIC COMP
5/20/21	3180050003 - PAONIA TECH ELECTRIC	\$714.36	MAR 2021	DELTA-MONTROSE ELECTRIC COMP
6/22/21	3180050003 - PAONIA TECH ELECTRIC	\$556.58	APR 2021	DELTA-MONTROSE ELECTRIC COMP
6/30/21	3180050003 - PAONIA TECH ELECTRIC	\$405.67	MAY 2021	DELTA-MONTROSE ELECTRIC COMP
6/30/21	3180050003 - PAONIA TECH ELECTRIC	\$364.51	JUN 2021	DELTA-MONTROSE ELECTRIC COMP
8/4/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD 50J JUL21	PAONIA - TOWN OF
8/4/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.72	DCSD 50J JUL21	PAONIA - TOWN OF
9/14/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J AUG21	PAONIA - TOWN OF
9/14/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.72	DCSD50J AUG21	PAONIA - TOWN OF
10/7/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J SEP21	PAONIA - TOWN OF
10/7/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.72	DCSD50J SEP21	PAONIA - TOWN OF
11/8/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J OCT21	PAONIA - TOWN OF
11/8/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.72	DCSD50J OCT21	PAONIA - TOWN OF
12/8/21	2.01000.00 - PAONIA TECH WATER/SEWER	\$102.00	DCSD50J NOV21	PAONIA - TOWN OF
12/8/21	1.13100.00 - PAONIA TECH WATER/SEWER	\$102.96	DCSD50J NOV21	PAONIA - TOWN OF
1/6/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J DEC21	PAONIA - TOWN OF
1/6/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J DEC21	PAONIA - TOWN OF
2/17/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J JAN22	PAONIA - TOWN OF
2/17/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J JAN22	PAONIA - TOWN OF
3/9/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$214.00	DCSD50J FEB22	PAONIA - TOWN OF
4/13/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J MAR22	PAONIA - TOWN OF
4/13/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J MAR22	PAONIA - TOWN OF
5/11/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J APR22	PAONIA - TOWN OF
5/11/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J APR22	PAONIA - TOWN OF
6/13/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$85.10	DCSD50J MAY22	PAONIA - TOWN OF
6/13/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J MAY22	PAONIA - TOWN OF

6/30/22	2.01000.00 - PAONIA TECH WATER/SEWER	\$98.00	DCSD50J JUN22	PAONIA - TOWN OF
6/30/22	1.13100.00 - PAONIA TECH WATER/SEWER	\$107.00	DCSD50J JUN22	PAONIA - TOWN OF
8/4/21	329929 PAONIA TECH NATURAL GAS	\$130.11	JULY 2021	BLACK HILLS ENERGY
8/31/21	329929 PAONIA TECH NATURAL GAS	\$134.08	AUGUST 2021	BLACK HILLS ENERGY
9/30/21	329929 PAONIA TECH NATURAL GAS	\$137.94	SEPT 2021	BLACK HILLS ENERGY
11/3/21	329929 PAONIA TECH NATURAL GAS	\$238.41	OCT 2021	BLACK HILLS ENERGY
12/8/21	329929 PAONIA TECH NATURAL GAS	\$647.62	NOV 2021	BLACK HILLS ENERGY
1/4/22	329929 PAONIA TECH NATURAL GAS	\$1,169.26	DEC 2021	BLACK HILLS ENERGY
2/7/22	329929 PAONIA TECH NATURAL GAS	\$1,650.46	JAN 2022	BLACK HILLS ENERGY
3/3/22	329929 PAONIA TECH NATURAL GAS	\$1,535.81	FEB 2022	BLACK HILLS ENERGY
3/30/22	329929 PAONIA TECH NATURAL GAS	\$1,330.00	MAR 2022	BLACK HILLS ENERGY
4/27/22	329929 PAONIA TECH NATURAL GAS	\$770.76	APR 2022	BLACK HILLS ENERGY
6/2/22	329929 PAONIA TECH NATURAL GAS	\$153.06	MAY 2022	BLACK HILLS ENERGY
6/30/22	329929 PAONIA TECH NATURAL GAS	\$151.81	JUN 2022	BLACK HILLS ENERGY
9/22/21	3180050003 - PAONIA TECH ELECTRIC	\$371.37	JULY 2021	DELTA-MONTROSE ELECTRIC COMP
10/25/21	3180050003 - PAONIA TECH ELECTRIC	\$419.39	AUGUST 2021	DELTA-MONTROSE ELECTRIC COMP
11/22/21	3180050003 - PAONIA TECH ELECTRIC	\$412.53	SEPT 2021	DELTA-MONTROSE ELECTRIC COMP
1/19/22	3180050003 - PAONIA TECH ELECTRIC	\$487.98	OCT 2021	DELTA-MONTROSE ELECTRIC COMP
2/21/22	3180050003 - PAONIA TECH ELECTRIC	\$563.44	NOV 2021	DELTA-MONTROSE ELECTRIC COMP
2/21/22	3180050003 - PAONIA TECH ELECTRIC	\$536.00	DEC 2021	DELTA-MONTROSE ELECTRIC COMP
3/23/22	3180050003 - PAONIA TECH ELECTRIC	\$590.88	JAN 2022	DELTA-MONTROSE ELECTRIC COMP
4/20/22	3180050003 - PAONIA TECH ELECTRIC	\$542.86	FEB 2022	DELTA-MONTROSE ELECTRIC COMP
5/23/22	3180050003 - PAONIA TECH ELECTRIC	\$549.72	MAR 2022	DELTA-MONTROSE ELECTRIC COMP
6/22/22	3180050003 - PAONIA TECH ELECTRIC	\$446.83	APR 2022	DELTA-MONTROSE ELECTRIC COMP
6/30/22	3180050003 - PAONIA TECH ELECTRIC	\$343.93	MAY 2022	DELTA-MONTROSE ELECTRIC COMP
6/30/22	3180050003 - PAONIA TECH ELECTRIC	\$378.23	JUN 2022	DELTA-MONTROSE ELECTRIC COMP



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

Request for Extension of Time to File Audit for Year End *December 31, 2023* ONLY

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

Government Name:	<u>Town of Paonia</u>
Name of Contact:	<u>Stefen Wynn, Town Administrator & Treasurer</u>
Address:	<u>214 Grand Ave.</u>
City/Zip Code	<u>Paonia, CO 81428</u>
Phone Number:	<u>(970) 527-4101</u>
E-mail	<u>Paonia@TownofPaonia.com</u>
Fiscal Year Ending (mm/dd/yyyy):	<u>12/31/2023</u>
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	<u>60 days Audit Due: September 30, 2024</u>

Comments (optional): _____

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

Must be signed by a member of the governing board.

Signature

Printed Name: Mary Bachran

Title: Mayor

Date: 3/12/2024



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

AGENDA ITEM:	Consideration of approval of an ordinance amending chapters 7 and 10 of the Paonia Municipal Code regarding inoperable vehicles, animals, and open burning.
SUBMITTED BY:	Matthew Laiminger, Chief of Police
DATE:	03/07/2024
BACKGROUND:	<p>In an effort to simplify portions of the municipal code and increase awareness and enforcement we have identified several sections in need of updating.</p> <p>Inoperable Vehicles - The priority was the clarification of an inoperable vehicle and restrictions on parking and keeping of such vehicles, particularly on public rights of way or within a front yard setback.</p> <p>Animals running at large - The goal was to simplify the ordinance by combining two existing yet similiar sections. Animals Running At Large (7-7-330) and Leash Required (7-7-350) were similiar ordinances with different fine schedules for the same offense (citation vs summons).</p> <p>Open Fires Prohibited - The town currently has no specific ordinance regulating open burning or fires. The goal was to establish an ordinance regulating fires and burning with public safety as the primary focus. Being a new ordinance, clear definitions and practical restrictions were prioritized.</p>
BUDGET:	N/A
RECOMMENDATION:	Staff recommends approval of the ordinance amending chapters 7 and 10 of of the Paonia Municipal Code regarding inoperable vehicles, animals, and open burning.
ATTACHMENT:	A) Proposed Ordinance 2024-01

ORDINANCE NO. 2024-01

AN ORDINANCE AMENDING CHAPTERS 7 AND 10 OF THE PAONIA MUNICIPAL CODE REGARDING INOPERABLE VEHICLES, ANIMALS, AND OPEN BURNING

WHEREAS, the Town of Paonia (the “Town”) is a municipal corporation duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the Town is authorized under state law to regulate junked and inoperable vehicles, health, sanitation, and animals, and open burning; and

WHEREAS, the Board of Trustees determines that it is in the best interest of the community and the public health, safety and welfare of the citizens of the Town to amend the Town Code as set forth in this ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, AS FOLLOWS:

Section 1. Section 7-2-160 of the Paonia Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 7-2-160. - Inoperable vehicles prohibited; penalty.

A. Except as specifically provided in this section, it is unlawful for any person, whether as owner, lessee, or person in possession or control to park, store or leave, or permit to be parked, stored or left any inoperable vehicle on any lot or land within the Town, or for any person to park, store or leave any inoperable vehicle on any public right-of-way or other public property within the Town. The presence of an inoperable vehicle, or partially dismantled vehicle parts thereof, on public or private property in violation of this Section is declared a public nuisance. It is unlawful for any person or agent, either as owner, lessee, tenant or occupant of any lot or land within the Town, to park, store or deposit or permit to be parked, stored or deposited thereon an inoperable vehicle unless such vehicle is enclosed in a garage or other building. The provisions of this Section shall not apply to any person or agent with one (1) vehicle inoperable for a period of less than thirty (30) consecutive days, or to any person who is conducting a business enterprise in compliance with existing zoning regulations.

B. Except as specifically provided in this Section, it is unlawful for any person to repair or work on any motor vehicle or, as owner, lessee, tenant, or occupant of any lot or land within the Town, to permit such repair or work on such lot or land, unless the repair or work is conducted in a fully enclosed structure and in such a manner so as not to create a safety, health or fire hazard. This subsection shall not apply to minor repair and maintenance of a motor vehicle such as, by way

of example, the changing of oil, sparkplugs and tires, so long as the length of time of such minor work does not exceed seventy-two (72) hours and so long as the vehicle on which such minor work is performed is parked on a graveled or paved driveway or parking area, or in a carport, and not on public property or right-of-way or within a front yard setback.

C. This Section shall not apply to any vehicle within a fully enclosed structure; or to any vehicle held in connection with a business enterprise which is lawfully operating in an appropriate zone district pursuant to the zoning laws of the Town. In addition, this Section shall not apply to the outdoor parking, storing, or leaving by the owner, lessee, tenant, or occupant of such lot or parcel, of not more than one inoperable vehicle per lot or parcel of real property if such vehicle is located on a graveled or paved driveway or parking area, or in a carport, and not located on public property or right-of-way or in the front setback.

D. For the purposes of this section, the following definitions shall apply:

1. *Inoperable vehicle* means any motor vehicle that does not have a current license plate and validation sticker lawfully affixed thereto; or is in a condition of being junked, wrecked, wholly or partially dismantled, discarded, or abandoned; or is unable to perform the functions or purpose for which it was originally constructed; or is not capable of being promptly started and driven under its own power upon a street.

2. *Motor vehicle* means a self-propelled vehicle which as originally built contained an engine, regardless of whether it contains an engine at any other time, including, without limitation, automobiles, trucks, buses, motor homes, motorized campers, motorcycles, motor scooters, mopeds, tractors, and dune buggies and other off-the-road vehicles.

E. Any violation of this section may be subject to abatement as provided in this Chapter and to the penalties described in Chapter 1, Article 4 of this Code. All remedies are cumulative and the exercise of one shall not be deemed to prevent the exercise of another nor to bar nor abate any prosecution under this section.

F. It shall be an affirmative defense to prosecution under this Section that the violation was remedied within seventy-two (72) hours of the violation date and time as indicated on the summons.

Section 2. Section 7-7-330 of the Paonia Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 7-7-330. - Animals running at large; leash required; exceptions.

(a) Restraining. It is unlawful for any person owning or having charge of any dog or other animal, ~~except domestic house cats,~~ to permit such animal to run at large, ~~unless such animal is~~ A dog or other animal is presumed to be running at large when it is neither on the premises of the owner or other person having charge of the animal, nor restrained by a substantial leash not to exceed ten (10) feet in length and is in the charge of held by or tied to a person competent to restrain such animal.

~~(b) Nuisance. It is unlawful for any animal owner or keeper to harbor, maintain or permit on any lot, parcel of land or premises under his or her control any dog or other animal which, by any sound or cry, shall disturb the peace and comfort of the inhabitants of the neighborhood or interfere with any person in the reasonable and comfortable enjoyment of life or property.~~

~~(c) Injured animals. Animals injured on public property shall be impounded and given adequate veterinary medical treatment pending notification of the owner.~~

~~(b) (d) Exceptions. Running on owner's premises. The provisions Subsection (a) of this Section does de not:~~

(1) prohibit animals from running off leash at large on the premises of the owner or person having charge of such animal, provided the animal is confined within a fence or under the close supervision of the owner or person having charge of such animal, and except that any female animal in heat must be confined in a structure or pen, substantial in nature, so as to restrain said female and to prevent contact with male animals running at large.

(2) prohibit dogs from running off leash within a clearly marked, off-leash area designated, licensed, or sanctioned by the Town.

(3) apply to professionally trained, service animals utilized to assist physically impaired persons when accompanied by their masters, nor to animals participating in animal shows, animal exhibits or animal training activities to the extent such exhibits and activities are conducted in compliance with law.

Section 3. Section 7-7-350 of the Paonia Municipal Code is hereby deleted in its entirety and replaced to read as follows:

Sec. 7-7-350. - Animal disturbances.

It is unlawful for any animal owner or keeper to harbor, maintain or permit

on any lot, parcel of land or premises under his or her control any dog or other animal which, by any sound or cry, shall disturb the peace and comfort of the inhabitants of the neighborhood or interfere with any person in the reasonable and comfortable enjoyment of life or property.

Section 4. Chapter 10, Article 10 of the Paonia Municipal Code is hereby amended by the addition of a new Section 10-10-20, to read as follows:

Sec. 10-10-20. - Open fires prohibited.

(a) Definitions. For purposes of this Section, the following terms shall have the following meanings:

Chiminea means a freestanding front-loading fireplace or oven with a bulbous body and usually a vertical smoke vent or chimney.

Fire pit means a permanently affixed receptacle designed and constructed with enclosed sides, a bottom, and a flue or chimney, the entirety of which must be made from cement, brick, rock, clay, or other masonry, or sheet metal, or similar materials capable of enduring fire and extinguishing methods.

Grill means a device intended and used for cooking outdoors, consisting of a metal framework or gridiron placed over charcoal, wood pellets, gas, or other fuel.

Open fire means any outdoor fire, including but not limited to campfires, warming fires, bonfires or the burning of fields, trash, or debris.

Outdoor fireplace means a commercially-manufactured fire pit or fire place, which need not be permanently affixed, such as a chiminea, fire bowl, or other container designed specifically to contain fire, which is intended for outdoor use; the term expressly does not include burn barrels.

Private household trash means paper, cardboard, and untreated wood products, but does not include food wastes, plastics, coated or treated wood products, rubber, tree limbs, shrub and garden trimmings, or other vegetation.

(b) It is unlawful for a person to set, maintain or allow the setting or maintenance of an open fire unless the fire is contained in:

- (1) a Town-installed fire pit or grill on public property; or
- (2) a fire pit, grill, chiminea, or outdoor fireplace on private property.

(c) Any person who lawfully sets, maintains, or allows the setting or maintaining of an open fire under this Section shall ensure that the open fire is:

(1) under constant supervision; and

(2) immediately extinguished upon notification by a peace officer, code enforcement officer, or fire official that, in such official's opinion, such fire constitutes a hazardous condition. The production of smoke and particulates in an amount that unreasonably interferes with the use and enjoyment of any other property shall constitute a hazardous condition.

(d) It is unlawful for any person to burn any item or materials prohibited for burning under state law, which include, but may not be limited to:

(1) material that contains food wastes, plastic, coated or treated wood products, rubber, insulation, tires, car bodies, insulated wire, motor oil, aerosol cans, hazardous or toxic materials, or other materials that will produce substantial amounts of smoke and particulates.

(2) wood residue, which includes bark, sawdust, slabs, chips, shavings, mill trim, and other wood products derived from wood processing.

(3) construction debris (includes both clean and treated wood).

(4) buildings or structures for demolition purposes.

(5) material for which a practical alternative method of disposal exists.

(e) It is unlawful for any person to burn any item or materials for which the state requires an open burning permit without first obtaining the required permit from the state, which include, but may not be limited to, yard waste that does not include salvageable wood or tree stumps, such as dry weeds, garden waste, tree brush, or shrub brush, and slash piles. A person may burn private household trash without a permit from the state, subject to and in accordance with subsections (b) and (c), above.

(f) It is unlawful for any person to set, maintain, or allowing the setting or maintaining of an open fire, or burn any item, in a burn barrel.

(g) In addition to other remedies available under this Code, the Chief of Police or the Chief's designee may order any open fire extinguished for violations of this Section.

Section 5. All other ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

Section 6. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 7. This Ordinance shall take effect thirty (30) days after adoption and publication.

HEARD AND FINALLY ADOPTED by the Board of Trustees of the Town of Paonia, Colorado, this 12th day of March, 2024.

**TOWN OF PAONIA, COLORADO,
a Colorado municipal corporation**

By: _____
Mary Bachran, Mayor

ATTEST:

Samira M. Vetter, Town Clerk

**TOWN OF PAONIA
FACILITY USE AGREEMENT**

THIS AGREEMENT is made and entered into on _____, 2024 (the “Effective Date”), by and between the Town of Paonia, Colorado (the “Town”), and the Delta County School District 50J (“School District”, and together with the Town, the “Parties”). It is mutually agreed as follows:

TERM: This Agreement will be in effect for the 2024 school season (the “Term”). This Agreement may be renewed by written agreement of the Parties for additional school seasons (each, a “Renewal Term”). If not renewed by the by the Parties prior to the commencement of any school season beyond 2024, then this Agreement shall terminate without further action of the Parties.

PREMISES: The premises includes the Apple Valley Tennis Courts (the “Premises”).

DUTIES: The Town of Paonia agrees to provide:

- A. The School District the use of the Premises per the schedule agreed upon by the Parties hereto in writing; and
- B. Provide the necessary maintenance in the way of trash pick-up, etc., as required in the maintenance plan submitted by the School District to, and approved in writing by, the Paonia Town Clerk.

The School District agrees to:

- A. Use Apple Valley Tennis Courts exclusively for practice and matches.
- B. Abide by and be subject to the rules and regulations relating to the Premises as amended from time to time by the managing agent of the facility.
- C. Submit an accurate practice and game schedule and maintenance plan to Town Clerk at least two weeks prior to the first day of practice. The schedule and maintenance plan shall include and cover all tournaments as well as practices and matches. Weekend tournaments and any changes to the schedule must be made at least two working days prior to the scheduled use to allow for proper maintenance.
- D. Be responsible for court preparation.
- E. Be responsible for any damage to the Premises or persons or property caused by negligence or intentional acts of the School District, its employees, officers, contractors, agents, students, participants, spectators, or clients.
- F. Be responsible for providing all necessary equipment for the program for

which use is granted. (This may include racquets, balls, uniforms, scoreboards, etc.)

- G. Pay the Town of Paonia a fee of \$1,200.00. This fee is payable a as a lump sum by the School District no later than August 10th each calendar year of this Agreement. The Town may terminate the Agreement if in any calendar year School District fails to pay the required fee by such deadline.

- H. School District acknowledges and understands that the School District’s use and occupancy of the Premises is subject to a lease agreement (affecting the Premises) by and between the Town and the North Fork Pool, Park and Recreation District (the “Recreation District”). The School District is responsible for coordinating all scheduling and maintenance activities directly with the Recreation District.

INSURANCE: The School District may not use the facility unless the School District carries a general or public liability policy covering personal injury, bodily injury, and property damage with minimum monetary limits sufficient to cover the School District’s indemnification obligations hereunder, and not less than the limits of the Colorado Governmental Immunity Act.

The School District shall not cancel, materially change, or fail to renew insurance coverage during the Term or any Renewal Term. School District shall notify, the Town of Paonia, 214 Grand Avenue, POB 460, Paonia CO 81428, of any material reduction or exhaustion of aggregate limits. Nothing contained in these insurance requirements is to be construed as limiting the extent of the School District's responsibility for payment of damages resulting from the School District's operation under this Agreement. The School District’s insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. The School District’s insurance shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the School District. Such insurance policy shall contain a severability of interests provision. The School District shall be solely responsible for any deductible losses under the insurance policy.

CERTIFICATE OF INSURANCE: As evidence of the liability insurance coverage required by this Agreement, the School District shall furnish a certificate of insurance to the Town of Paonia, 214 Grand Avenue, POB 460, Paonia CO 81428.

INDEMNITY: The School District agrees to indemnify and hold the Town of Paonia harmless from all action, liability, claims, demands, damages, and suits, arising out of or in connection with the School District’s use and occupation of the Premises and/or any of its activities undertaken pursuant to this Agreement, except only for those losses resulting solely from negligence of the Town of Paonia. The School District’s use and occupation of the Premises and activities undertaken under this Agreement shall be deemed to include use,

occupation, and activities by the School District’s employees, officers, contractors, agents, students, participants, spectators, clients, and any other person for whom the School District is responsible. Upon commencement of any such suit or action against the Town of Paonia, the School District, upon notice given by the Town of Paonia, shall defend the same at its own cost and expense, and in case judgment shall be rendered against the Town of Paonia in such an action or suit, shall fully satisfy the judgment within ninety (90) days after the same has been finally determined. The School District’s indemnification obligation further includes the School District’s obligation to pay the Town’s court costs, expert witness fees, and attorneys’ fees, if a court determines that such incurred costs and expenses arise from the School District’s use and occupation of the Premises and/or any of its activities undertaken pursuant to this Agreement.

COMPLIANCE WITH ORDINANCES AND REGULATIONS: The School District shall perform all obligations under this Agreement in strict compliance with all federal, state, and Town, rules, statutes, charter provisions, ordinances, and regulations and specifically, shall not discriminate against any person based on sex, race, creed, national origin, sexuality, gender, veteran status, genetic information, disability, or otherwise as prohibited by law.

THIRD PARTY BENEFICIARY: Neither party intends to create any rights under this agreement in any third parties or to waive its immunity or other protection from liability to third parties otherwise given by the Colorado Governmental Immunity Act or other Statute, constitution, ordinance, resolution, or rule of Law. The School District is responsible for all its equipment. The Town of Paonia accepts no responsibility for the School District's equipment or personal property left on the Premises.

TERMINATION: This License gives the School District a permissive use of the Town of Paonia property for the Term and any Renewal Terms. The Town of Paonia reserves the right to terminate this Agreement at any time by giving at least thirty (30) days’ written notice to the School District. Upon termination in accordance with this paragraph, the School District agrees to stop using the facility.

In witness whereof, the Parties have executed this Agreement to be effective on the Effective Date.

TOWN OF PAONIA

By: _____
Mary Bachran, Mayor

ATTEST:

Samira Vetter, Town Clerk

DELTA COUNTY SCHOOL DISTRICT 50J

By: _____

Name: _____

Title: _____

ATTEST:

Name: _____

Title: _____



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

AGENDA ITEM:	Consideration of Putting Out an RFP for Town Attorney
SUBMITTED BY:	Mayor Bachran
DATE:	3-12-23
BACKGROUND:	<p>Nick Cotton-Baez has resigned from Kelly PC. He is unavailable be the Town Attorney after the end of April.</p> <p>In order to secure the services of an attorney by the time that Mr. Cotton-Baez leaves we need to start advertising now.</p>
BUDGET:	
RECOMMENDATION:	I move to approve posting an RFP for Town Attorney.
ATTACHMENT:	