



PACKET MODIFICATIONS

March 10, 2026

Addition of the following documents handed out, not included in the original packet:

- *Stealys Full Liquor License Application (redacted)*
 - *Stealys Amended 2nd Floor Boundary Map with Balcony*
 - *Police Department – Stealys Liquor License Transfer Report includes Fire Chief Recommendations.*
 - *Public Works - Stealys Transfer of Beer & Wine License Report*
 - *Fire Department – Stealys Premises Inspection Sheet*
 - *Public Works – Tymco Sweeper Quote*
-

Fermented Malt Beverage/Fermented Malt Beverage and Wine Retailer License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

***Note that the Division will not accept cash.**

☐ Paid by check

Uploaded to Movelt on Date

☒ Paid online

☐ New License

☐ New-Concurrent

☒ Transfer of Ownership

• All answers must be printed in black ink or typewritten

• Applicant must check the appropriate box(es)

• Local license fee \$

• Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:

SBG.Colorado.gov/Liquor

Applicant is applying as a/an:

☐ Individual

☒ Limited Liability Company

☐ Association or Other

☐ Corporation

☐ Partnership (includes Limited Liability and Spouse
or Partners in a Civil Union)

Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation

Good Love LLC

FEIN

Trade Name of Establishment (DBA)

Stealys

Sales Tax Number

Business Telephone

95979141-0000

9704156889

Address of Premises (specify exact location of premises)

202 Grand Ave

City

County

State

ZIP Code

Paonia

Delta

CO

81428

Mailing Address (Number and Street)

City or Town

State

ZIP Code

Paonia

CO

81428

Email Address

Home Phone Number

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

Present Trade Name of Establishment (DBA)

Louies Pizza My Heart

Present Sales License Number

28-42099-0000

Present Class of License

Beer and Wine

Present Expiration Date

02/20/2026

Section A - Nonrefundable Application Fee

- ☐ Application Fee for New License \$1,100.00
- ☐ Application Fee for New License - with Concurrent Review \$1,200.00
- ☒ Application Fee for Transfer \$1,100.00

Section B - Fermented Malt Beverage License Fees

- ☐ Retail Fermented Malt Beverage On-Premises (City) \$96.25
- ☐ Retail Fermented Malt Beverage On-Premises (County) \$117.50
- ☐ Retail Fermented Malt Beverage and Wine (City) \$96.25
- ☐ Retail Fermented Malt Beverage and Wine (County) \$117.50
- ☐ Retail Fermented Malt Beverage and On/Off-Premises (City) \$96.25
- ☐ Retail Fermented Malt Beverage and On/Off-Premises (County) \$117.50
- ☐ Master File Location Fee \$25.00 x Total \$
- ☐ Master File Background \$250.00 x Total \$

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

Do Not Write In This Space - For Department Of Revenue Use Only

Liability Information

License Account Number

Liability Date

License Issued Through: (Expiration Date)

Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant **exactly**. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

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

Items Submitted, Please Check All Appropriate Boxes Completed or Documents Submitted

I. Applicant Information

- ☒ Applicant/Licensee identified
- ☒ State sales tax license number listed or applied for at time of application
- ☒ License type or other transaction identified
- ☒ Submit originals to local authority
- ☒ Additional information required by the local licensing authority

II. Diagram of the Premises

- ☒ No larger than 8½" X 11"
- ☒ Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)
- ☒ Separate diagram for each floor (if multiple levels)
- ☒ Bold/Outlined licensed premises

III. Proof of Property Possession (One Year Needed)

- ☐ Deed in name of the applicant **only** (or) (matching question #2) date stamped/filed with County Clerk
- ☒ Lease in the name of the applicant **only** (matching question #2)
- ☐ Lease Assignment in the name of the applicant (**only**) with proper consent from the Landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease

IV. Background Information (DR 8404-I) and Financial Documents

- ☒ Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☒ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

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

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

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

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

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

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

- ☒ Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ List of all notes and loans

V. Sole Proprietor/Spouse or Partners in a Civil Union (If Applicable)

- ☐ Form DR 4679
- ☐ Copy of State Issued Driver's License or Identification Card for each Applicant

VI. Corporate Applicant Information (If Applicable)

- ☐ Certificate of Incorporation
- ☐ Certificate of Good Standing
- ☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership Applicant Information (If Applicable)

- ☐ Partnership Agreement (general or limited)
- ☐ Certificate of Good Standing

VIII. Limited Liability Company Applicant Information (If Applicable)

- ☒ Copy of Articles of Organization
- ☒ Certificate of Good Standing
- ☐ Copy of Operating Agreement (if applicable)
- ☐ Certificate of Authority if foreign LLC (out of state applicants only)

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... Yes ☒ No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
 - a. Been denied an alcohol beverage license?..... Yes ☒ No
 - b. Had an alcohol beverage license suspended or revoked?..... Yes ☒ No
 - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... Yes ☒ No

If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail..... Yes No

If "yes", explain in detail.

4. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? Note: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313..... Yes ☒ No
5. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? (Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.)..... Yes ☒ No
6. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 6..... Yes ☒ No
 - a. The FMB On/Off is located in a county with a population of > 35,000..... Yes No
 - b. The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500..... Yes No

Note - The population is determined from the recently available United States Census Bureau.

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee..... ☒ Yes No

8. Does the applicant, as listed as Trade Name of Establishment (DBA) of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?.....

Yes

No

Ownership Lease Other (Explain in detail)

- a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord

Nathan Greaves

Tenant

Abreaze Parra

Expires

02/16/2029

- b. Is a percentage of alcohol sales included as compensation to the landlord?
If yes, complete question 6.....

Yes

No

- c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name

First Name

Date of Birth (MM/DD/YY)

FEIN or SSN

Interest

Last Name

First Name

Date of Birth (MM/DD/YY)

FEIN or SSN

Interest

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Name of Manager(s) for all on premises applicants.

Last Name

Parra

First Name

Abreaze

Date of Birth (MM/DD/YY)

11. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.....

Yes

No

12. Tax Information.

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....

Yes

☒ No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....

Yes

☒ No

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

Name

Abreaze Parra

Home Address (Number and Street)

[REDACTED]

City

Paonia

State

CO

ZIP Code

81428

Date of Birth (MM/DD/YY)

[REDACTED]

Position

Owner

Percent Owned

100%

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal..... Yes No

Oath of Applicant

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

Printed Name

Title

Authorized Signature

Date (MM/DD/YY)

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

Date application filed with local authority

Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.

For Transfer Applications Only - Is the license being transferred valid?..... ☒ Yes ☐ No

Each person required to file DR 8404-I has been:

☒ Fingerprinted

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

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

Date of Inspection or Anticipated Date

03/25/2026

Upon approval of state licensing authority

New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

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

Local Licensing Authority Approves this license for a two-year renewal..... ☐ Yes ☐ No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Telephone Number

Town, City

County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature (Attest)

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, Abreaze Parra

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

(the "Applicant/Licensee")

Good Love LLC/Abreaze Parra

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

Stealys

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[REDACTED]

[REDACTED]

9704156989

Street Address

202 Grand Ave

City

State

ZIP Code

Paonia

CO

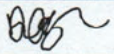
81428

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

[REDACTED]

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

Date Signed



2/17/2026

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

AMENDED MAP SUPPLIED ON 3.11.2026
TO MEET BOARDS REQUEST

Back door



liquor
license
Boundary

Served on
balcony
←



Paonia Police Department

STAFF REPORT: LIQUOR LICENSE TRANSFER (STEALY'S)

03/10/2026

Paonia Police Department Review – Liquor License Transfer

Property: 202 Grand Avenue, Paonia, CO 81428

The Paonia Police Department has evaluated the property located at 202 Grand Avenue in relation to a liquor license transfer. Department personnel toured the location and spoke with the applicant. The following items are favorable for the applicant:

- The establishment has multiple entrances and exits, including two on the ground level and one on the upper floor.
- Handrails are present on the staircase leading to the upstairs area and appear to be in good working order.
- The location provides access for EMS personnel through all three exterior doors, each of which is wide enough to accommodate a standard EMS gurney.
- The applicant stated that all employees are trained on an up-to-date safety plan and are familiar with emergency procedures.
- The location provides adequate parking, as it was previously used for commercial purposes. Off-street loading and unloading is available via the loading/delivery area on the west side of the lot.
- The upstairs space includes an elevated balcony that extends approximately ten feet (10') east over the public sidewalk. The balcony railing extends approximately forty-three inches (43") above the balcony floor. The balcony will not be accessible during business hours, and alcohol, smoking, and food are prohibited on the balcony.

Relevant Information

The property was also inspected by the Fire Chief, and the inspection document is included for reference. The Fire Chief indicated that the property is safe for the intended use if the following recommendations are implemented:

- Breaker box outside requires 36 inches of clearance
- Breaker box upstairs requires 36 inches of clearance

- Kitchen hood must be upgraded to a Type I hood prior to flat-top use
 - Installation of a K-class fire extinguisher
 - Compliance with NFPA 96 requirements
-

Summary

Provided the Fire Chief's recommendations are implemented and maintained, and provided that no alcohol, smoking, food, or patrons are permitted on the upstairs balcony, the Paonia Police Department has no objections to the transfer of a Beer and Wine License from **Aspen Yoga, Inc., dba Louie's Pizza My Heart** to **Good Love LLC, dba Stealy's**, for the restaurant premises located at **202 Grand Ave., Paonia, CO 81428**. The managing member of Good Love LLC is **Abreaze Parra, 14134 Burgess Lane, Paonia, CO 81428**.

This determination is based on the conditions observed during the site inspection and information provided by the applicant. Compliance with all applicable Town ordinances, state liquor regulations, and fire and safety requirements shall be required at all times.

Any proposed use of the upstairs balcony as part of the business operations shall require prior review and approval by the appropriate Town authorities. Unauthorized use of the balcony may constitute grounds for review or enforcement action under applicable Town regulations.

*This evaluation is based on the conditions observed during the site inspection and the operational information provided by the applicant at the time of review. Any material changes to the premises layout, occupancy, access points, or business operations may require additional review and approval by the appropriate Town departments and regulatory authorities.

*This review is limited to the observations made during the site visit and the information provided by the applicant. It does not constitute a comprehensive inspection of the premises or a certification that the property complies with all applicable laws, regulations, or safety codes.



Town of Paonia

214 Grand Ave.
Paonia, CO 81428
O: (970) 527-4101
Paonia@TownofPaonia.com

RE: Transfer of Beer and Wine License for Stealy's: Hearing 3-10-2026

Paonia Public Work Director, Nicki Poulos and Utility Supervisor, Jordan Redden attended a walk through of Stealy's on March 9, 2026.

Public Works (PW) asked if the building had a back flow device and if so, could we see it. It was determined that the business does not have a backflow device and does not need one. The business fulfills the state requirements by having airgaps.

PW does not see an issue, as it relates to PW, with the transfer of the license. The only concern would be if the back patio changes in design to open onto the sidewalk. Currently there are no obstructions to the sidewalk in Stealy's plan.

PW is in favor of the transfer of license at this time.

PAONIA VOLUNTEER FIRE DEPARTMENT

The Paonia Volunteer Fire Protection District has not adopted any, Fire code or Life Safety code. This is due to the limited amount of time and resources of an all volunteer department. If a fire safety inspection is requested, the department will set up a time to meet with the party needing inspection. The Firefighter or Firefighters will only conduct the walk through inspection or conduct any tests in the presence of the responsible part or their representative of the property in question. All comments and suggestions made by fire department personnel are opinions and suggestions of an experienced firefighter, not a qualified fire safety inspector. The inspections or the comments and suggestions made by the reviewing Firefighters. The Paonia Volunteer Fire Protection District is not responsible for any third party inspections or the hiring of a qualified fire safety inspector.

Signed [Signature] 3-10-2026 Date.

Signature of owner or responsible party of property in review. (required)

Location in Review 202 Grand Ave Paonia

Time and Date of Review 3-10-26 9:30 AM

Name of responsible Party present during review Abruzzo Parva

Reviewing Firefighters Blake Kingst

This property will be used for Sports Bar & Live Music

Reason for Review Inspection Review

Comments or suggestions:

Breaker Box outside Needs 36" of Clearance
Breaker Box upstairs Needs 36" of Clearance
Kitchen Hood Needs upgraded to Type I prior to flat top use + K size
extinguisher installed also. NFPA Part 96

It is our opinion this is a safe property for the intended use ☐

It is our opinion this is a safe property for the intended use ☒

If the suggestions made above are met.

It is our opinion this is not a safe property for the intended use ☐

This property is beyond our scope, a third party should be consulted ☐

Reviewing Firefighter's Signature [Signature] Date 3-10-26

Fire Chief [Signature] Date 3-10-26

QUOTATION

INTERMOUNTAIN SWEEPER CO

Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road
West Jordan, UT 84084
(801) 955-6280
Fax (801) 969-6048
Toll Free Outside S.L. 1-800-748-5456

TO ▪ Town of Paonia
Rodney Byrge
401 2nd Street
Paonia, CO 81428
970-575-1577

QUOTATION DATE

2/20/26

SALESPERSON

Mike

TERMS

Net on Delivery

SHIPPED VIA

Bestway

F.O.B.

Destination

ESTIMATED SHIPPING DATE

With Unit

DESCRIPTION

OPTION PRICES

AMOUNT

Tymco 600 Upgrades from Standard UTAH STATE CONTRACT MA4972

BAH Broom Assist Head with main broom inside Head	Included	
Lo noise Turbo charged engine Tier 4F	Included	
In cab hydraulic gutter broom tilt - each	Included	
Gutter Broom drop down for scrubbing in front of head L&R Sides	\$1,600.00	
ASA Auto Sweep Assist System w/Electric Leaf Pressure Bleeder	Included	
Auxiliary Suction hose with hydraulic assist and auxiliary hydraulics and remote pendant control	Included	
Aux hand hose extension nozzle 42" Each	\$425.00	
Hi/Low pressure wash down system with Cat pump and wand	\$1,700.00	
Air operated diaphragm pump with high volume wash down hose	Included	
Hydraulic Curtain Lifter with in cab control	Included	
High output water system w/extra nozzles for extreme dust control	Included	
Reverse Pickup Head Chains	Included	
Backup and head camera system with color monitor	Included	
Variable Speed Gutter Brooms with hydraulic control	Included	
Battery Disconnect Switch	Included	
Hopper load indicator with in cab warning	Included	
Double Capacity Centrifugal Dust Separator Upgrade	Included	
Full length cab light bar- LED type with 12 modules	Included	
Arrow stick with in-cab controller LED	Included	
Upgrade blower housing to Nitronic Stainless Steel	Included	
Navistar MV-607 Chassis with 250HP Cummins Engine	\$1,500.00	
Stainless steel hopper, screen, HC Dust separator	Included	
Upgrade screen to wire woven 1/4" Mesh Chip Screen Split type	Included	
COMDEX Pack with 330 gallons, tool box, work platform w/steps	Included	
Head deluge with hydrant hookup	Included	
Pickup Head Water Injection Clean Blast	Included	
Freightliner M2 Chrome with 250HP and Aluminum Wheels	Included	
Filter Package and Extra Manual Set	\$1,200.00	
Single Left Steering with CurbView Camera System	(\$8,000.00)	

Some options may affect standard equipment by change or upgrade

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE

QUOTED

BY



Intermountain Sweeper Co.

ACCEPTED BY

DATE

PURCHASE ORDER #

THANK YOU! WE APPRECIATE YOUR BUSINESS.



Municipal Lease / Purchase Quote

Quote Date February 20, 2026

Dealer Information

Dealer No.:	601100	Phone No.:	801-955-6280
Name:	Intermountain Sweeper Co.	Fax No.:	801-969-6048
Address:	6972 S. Airport Rd.	State:	UT
City:	West Jordan	Zip Code:	84084
Contact:	Darin Park		

Lessee Information

Name:	Town of Paonia	Phone No.:	970-527-4101
Address:	214 Grand Avenue	Fax No.:	
City:	Paonia	State:	CO
Contact:	Rodney Byrge	Zip Code:	81428
Title:			
Email:			

Equipment Information

Quantity: 1
 Model: 600BAH Stock single steer
 Chassis: Freightliner M2

Lease / Purchase Information

Purchase Price:	\$ 394,500.00
State Sales Tax % (if any):	0.00% (State sales tax not included unless shown)
Total Amount:	\$ 394,500.00
Down Payment (via trade-in):	\$ (60,000.00)
Amount Financed:	\$ 334,500.00

	4 Year	5 Year	6 Year
Amount Financed:	\$ 334,500.00	\$ 334,500.00	\$ 334,500.00
Annual Percentage Rate:	4.30%	4.40%	4.50%
Number of Annual Payments:	4	5	6
Advance Payment:	\$ -	\$ -	\$ -
Annual Payment:	\$ 92,803.83	\$ 75,984.10	\$ 64,852.32
Total Finance Charge:	\$ 36,715.32	\$ 45,420.50	\$ 54,613.92
Total Finance Payments:	\$ 371,215.32	\$ 379,920.50	\$ 389,113.92

This quote is provided as a budgetary proposal. Actual financing is based on approved credit and acceptance of TYMCO's lease/purchase documents. Rates are subject to change. First payment is due on delivery of the sweeper and annually thereafter. No lease document fees and no prepayment penalties. This quote is nonbinding until the lease is signed by both parties.

Quote valid for 30 days from the quote date listed above.



Town of Paonia
214 Grand Avenue
Tuesday, March 10, 2026 6:30 PM
Town Board Agenda
<https://us02web.zoom.us/j/88470230670>
Meeting ID: 884 7023 0670

Public Participation: Please raise your hand and wait to be recognized by the Mayor, come to the podium and state your name and whether you live in town or out of town. Time limit is 3 minutes, one time per item, there are instructions at the podium for the timer light. Please direct all comments to the Mayor. No responses will be made by staff or Board during the meeting. Please be respectful and help to maintain decorum by not engaging in derogatory and/or demeaning statements or public displays.

A) Roll Call

B) Approval of Agenda

C) Announcements

D) Public Comment

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

E) Consent Agenda

- 1) February 24, 2026 Regular Meeting Minutes
- 2) March 10, 2024 Disbursements

F) Staff Reports

- 1) Town Administrator/Treasurer
 - a) Presentation of the Standardized Trash Can Roll-Out
- 2) Police Chief
- 3) Public Works Director

G) Public Hearing

Public Hearing to consider an application to transfer a Beer & Wine License, from Aspen Yoga, INC dba Louie's Pizza My Heart to Good Love LLC dba Stealy's, for the restaurant premises located at 202 Grand Ave, Paonia CO 81428, by the managing member of Good Love LLC, Abreaze Parra, 14134 Burgess Lane, Paonia CO 81428.

H) Actions & Presentations

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

- 1) Consideration of USGS Agreement 26REJFAC0111 - *Public Works Director Poulos*
- 2) Consideration of Lease-Purchase of New Street Sweeper and Disposal through Trade-In of Existing Street Sweeper - *Public Works Supervisor Byrge*
- 3) Consideration of Appointing Administrator Wynn as the Town Representative for the Pan American Property Owners' Association Annual Meeting on March 12, 2026 - *Town Administrator/ Treasurer Wynn*

I) Mayor & Trustee Reports

- 1) Ad Hoc Short Term Rentals Committee

J) Executive Session

An Executive Session, pursuant to C.R.S. Sec. 24-6-402(4)(f), to discuss a personnel matter regarding Police Chief Matt Laiminger's 2026 performance review and merit increase, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.

K) 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
214 Grand Avenue
Tuesday, February 24, 2026 6:30 PM
Town Board Meeting Minutes

RECORD OF PROCEEDINGS

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

A) Roll Call

Present:

Mayor Smith

Mayor Pro-Tem Stelter

Trustee Mejorado

Trustee Czech

Trustee Hunter

Trustee Tarnow (via Zoom)

Trustee Heck

B) Approval of Agenda

Trustee Hunter makes a motion to approve the agenda. Seconded by Trustee Heck.

The motion carries unanimously.

C) Announcements

Mayor Smith announced an open three-year seat on the Zoning Board of Adjustments, with applications due to the Town Clerk by March 4, 2026, at noon, and advised that the Delta County Independent will host a candidate forum at Town Hall on Friday, March 6, 2026, at 7:00 PM.

D) Public Comment

S. Patterson, in-town resident, speaks towards organizational chart.

E) Consent Agenda

Mayor Pro-Tem Stelter makes a motion to approve the consent agenda. Seconded by Trustee Czech.

The motion carries unanimously.

F) Staff Reports

1) Town Administrator/Treasurer

Town Administrator Wynn provided a first quarter 2026 update highlighting a clean audit

and enhanced financial transparency, progress on major water infrastructure and capital improvement projects, a federally delayed but fully funded Fifth and Grand realignment, facility repairs at the Ellen Hansen Smith Center, ongoing policy updates, and recent staffing additions in Public Works and the Police Department.

2) Department Score Card

Town Administrator Wynn provided a Departmental Scorecard update, reflected ongoing progress on key initiatives and other strategic projects currently in progress.

G) Actions & Presentations

1) Consideration of the Disposition of Town Property at 149 Samuel Wade Road, aka Twin Lakes - *Town Administrator/Treasurer Wynn*

Trustee Hunter recuses herself due to a conflict of interest.

Board discussion included concerns about ongoing maintenance costs and liability associated with retaining the site, the potential financial benefit to the Town from a sale, questions about the process and timing for disposition of the property, and considerations regarding the future use and stewardship of the land.

Public Comment:

- A. Thliveris, Out-of-Town Resident, In favor of sale.
- L. Thliveris, Out-of-Town Resident, In favor of sale.
- T. Colberis, Out-of-Town Resident, In favor of sale.
- S. Schmitzer, Out-of-Town Resident, In favor of sale.
- E. Yaari, Out-of-Town Resident, In favor of sale.
- S. Pagano, In-Town Resident, In favor of sale.
- J. Park, Out-of-Town Resident, In favor of sale.
- D. Ullrey, Out-of-Town Resident, In favor of sale.
- A. Bentley, Colorado West Land Trust, In favor of sale.
- B. Hebrew, In-Town Resident, In favor of sale.
- S. Patterson, In-Town Resident, In favor of sale.
- B. Marston, Out-of-Town Resident, In favor of sale.
- H. Topp, Out-of-Town Resident, In favor of sale.
- H. McIntire, Out-of-Town Resident, In favor of sale.
- R. Kimball, Out-of-Town Resident, In favor of sale.
- M. Van Vleet, In-Town Resident, In favor of sale.
- S. Milley, Out-of-Town Resident, In favor of sale.
- J. Schultz, Out-of-Town Resident, In favor of sale.
- A. Likos, Out-of-Town Resident, In favor of sale.
- J. Miller, Residency Not Stated (new resident), In favor of sale.
- K. Sutton, Out-of-Town Resident, In favor of sale.
- J. Willington, Out-of-Town Resident, In favor of sale.
- L. Howe, In-Town Resident, In favor of sale.
- J. Howe, In-Town Resident, In favor of sale.

- R. Corona, In-Town Resident, In favor of sale.
- M. Bachran, In-Town Resident, In favor of sale.
- K. Swartz, In-Town Resident, In favor of sale.
- M. Durlin, In-Town Resident, In favor of sale.
- E. Short, In-Town Resident, In favor of sale.
- C. Paterson, Out-Of-Town Resident, In favor of sale.
- J. Thinnies, In-Town Resident, In favor of sale.
- L. Carroll, In-Town Resident, In favor of sale.

Mayor Pro-Tem Stelter makes a motion for a 10-minute recess. Seconded by Trustee Czech.

The motion carries unanimously.

The Board reconvenes at 8:17 PM.

The Board discussion post-public comments include Town Attorney input on considerations of the Town's financial responsibilities, ongoing maintenance and liability associated with the site, the potential benefits of transferring ownership to a party willing to maintain the property, and the procedural steps required if the Board chose to proceed with disposition of the property.

Trustee Czech makes a motion that the Town's Twin Lakes properties remain a Municipal property at this time. Seconded by Trustee Heck.

The motion and second were withdrawn after questions were raised regarding the clarity of the motion.

Trustee Mejorado makes a motion to potentially sell the land on Twin Lakes.

The motion dies for lack of a second.

Trustee Czeck makes a motion that the Town not decide the disposition of this property at this time. Seconded by Trustee Heck.

Voting Aye:
Mayor Pro-Tem Stelter
Trustee Czech
Trustee Heck
Trustee Tarnow

Voting Nay:
Trustee Mejorado

The motion carries.

Trustee Hunter rejoins the meeting at 8:56 PM.

2) Consideration and Discussion of Setting the Board of Trustees Objectives and Deadline for the Ad Hoc Short Term Rental Committee - *Town Clerk Vetter*

The Board discussed providing clearer direction to the Ad Hoc Short Term Rental (STR) Committee by defining specific objectives and establishing a timeline for the committee's work, including identifying topics for review, clarifying the roles of the Board versus the committee, and helping the committee determine the scope of work needed for a potential facilitator and future policy recommendations.

Public Comment:

- M. Durlin, In-Town Resident, speaks about fines.
- E. Short, In-Town Resident, speaks about Ad Hoc committee meetings approach.
- J. Park, Out-Of-Town Resident, speaks about housing.

Mayor Pro-Tem Stelter makes a motion to continue the meeting for 30 minutes beyond 9:30 PM. Seconded by Trustee Hunter.

The motion carries unanimously.

Trustee Hunter makes a motion to direct the Short Term Rental Ad Hoc committee to immediately start their search for a facilitator who would work with the ad hoc committee through the end of 2026 as a starting point. Seconded by Trustee Meorado.

With no further discussion, Trustee Hunter called the question.

The motion carries unanimously.

Trustee Czech makes a motion to ask the ad hoc committee to use the packet outline here for their task to come up with suggestions for the board to vote on. Seconded by Trustee Hunter.

The motion carries unanimously.

3) Consideration of Town's Protest Letter Re: the Draft Q1 EA and Draft FINDING OF NO SIGNIFICANT IMPACT for the BLM's March 2026 Competitive Oil and Gas Lease Sale - *Mayor Smith*

Mayor Pro-Tem Stelter recuses himself due to a conflict of interest.

Discussion included concerns about potential environmental and community impacts of the proposed oil and gas lease sale, the Town's ability to formally express opposition through a protest letter, the contents and tone of the draft letter, and whether submitting the letter would appropriately represent the Town's interests regarding nearby public lands and resource development.

Trustee Hunter makes a motion to approve the letter as written with the one change of removing Mayor Pro-Tem Stelter from the letterhead. Seconded by Trustee

Czech.

The motion carries unanimously.

Mayor Pro-Tem Stelter rejoins the meeting at 9:38 PM.

- 4) Consideration of Authorizing a Temporary Beer & Wine License to Good Love LLC dba Stealys while the Transfer of Ownership on the Beer & Wine License from Aspen Yoga dba Louies Pizza my Heart Finishes the Process. - *Town Clerk Vetter*

Town Clerk Vetter explains the pending transfer of the existing beer and wine license from Aspen Yoga (dba Louie's Pizza My Heart) to Good Love LLC (dba Stealys), the need for a temporary license to allow continued alcohol service during the state transfer process, and confirmation that the temporary authorization would bridge the gap until the ownership transfer is finalized.

Mayor Pro-Tem Stelter makes a motion approve the temporary license to Good Love LLC. Seconded by Trustee Mejorado.

The motion carries unanimously.

- 5) Consideration of Designating Stefen Wynn as the authorized representative for the Town for the Paonia Ditch Meeting -*Town Administrator Wynn*

Board discussion included the need to formally designate a Town representative to attend and vote at the Paonia Ditch Company meeting, with the Board considering appointing Town Administrator Wynn to represent the Town's interests in matters related to the Town's ditch shares and water rights.

Trustee Hunter makes a motion to approve Administrator Wynn or his designated representative to be authorized to represent the Town at the Paonia Ditch meeting. Seconded by Mayor Pro-Tem Stelter.

The motion carries unanimously.

- 6) Consideration of Approval of a Facility Agreement with North Fork High School for the 2026 Tennis Season - *Town Clerk Vetter*

Town Clerk Vetter explained the agreement with Board discussion including allowing North Fork High School to use the Town's tennis courts for the 2026 tennis season, clarifying scheduling, maintenance responsibilities, and confirming that the agreement continues the Town's ongoing partnership with the school for student athletics.

Lucy Hunter makes a motion to approve the 2026 North Fork High School Facilities Agreement for use of the Apple Valley Tennis Courts for the 2026 North Fork High School tennis season, provided that they list the Town as an additional insurance on the insurance policy. Seconded by Mayor Pro-Tem Stelter.

The motion carries unanimously.

H) Mayor & Trustee Reports

1) Ad Hoc Short Term Rentals Committee

The Board received an update from Mayor Pro-Tem Stelter, who serves on the Ad Hoc STR committee, that the Ad Hoc Short Term Rental Committee had held its initial meeting, begun discussing how to organize its work, and was starting the process of identifying a facilitator and outlining topics the committee would evaluate before bringing recommendations back to the Board.

I) Adjournment

Mayor Smith adjourns the meeting at 9:45 PM.

Samira M. Vetter, Town Clerk

Paige Smith, Mayor

AS ur

Town of Paonia

Payment Approval Report - Board of Trustees Disbursement Approval
Report dates: 3/1/2026-3/11/2026

Page: 1
Mar 06, 2026 01:23PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
ADP, INC								
714152905								
1352	ADP, INC	714152905	Admin Payroll	02/20/2026	67.65	10-41-20	LEGAL, ENGINEERING & PR	03/31/2026
1352	ADP, INC	714152905	PD Payroll	02/20/2026	79.73	10-42-20	LEGAL, ENGINEERING & PR	03/31/2026
1352	ADP, INC	714152905	WasteWater Payroll	02/20/2026	31.41	70-51-20	LEGAL, ENGINEERING & PR	03/31/2026
1352	ADP, INC	714152905	Water Payroll	02/20/2026	31.41	60-50-20	LEGAL, ENGINEERING & PR	03/31/2026
1352	ADP, INC	714152905	Sanitation Payroll	02/20/2026	31.40	80-52-20	LEGAL, ENGINEERING & PR	03/31/2026
Total 714152905:					241.60			
714563751								
1352	ADP, INC	714563751	Admin Payroll	02/27/2026	19.64	10-41-20	LEGAL, ENGINEERING & PR	03/31/2026
1352	ADP, INC	714563751	PD Payroll	02/27/2026	23.15	10-42-20	LEGAL, ENGINEERING & PR	03/31/2026
1352	ADP, INC	714563751	WasteWater Payroll	02/27/2026	9.12	70-51-20	LEGAL, ENGINEERING & PR	03/31/2026
1352	ADP, INC	714563751	Water Payroll	02/27/2026	9.12	60-50-20	LEGAL, ENGINEERING & PR	03/31/2026
1352	ADP, INC	714563751	Sanitation Payroll	02/27/2026	9.12	80-52-20	LEGAL, ENGINEERING & PR	03/31/2026
Total 714563751:					70.15			
Total ADP, INC:					311.75			
AMAZON BUSINESS								
1VYX-31MR-G1RY								
1341	AMAZON BUSINESS	1VYX-31MR-G	OFFICE SUPPLIES	03/01/2026	159.48	10-41-15	OFFICE SUPPLIES	03/31/2026
1341	AMAZON BUSINESS	1VYX-31MR-G	OPERATING SUPPLIES	03/01/2026	464.69	10-41-16	OPERATING SUPPLIES	03/31/2026
1341	AMAZON BUSINESS	1VYX-31MR-G	TOWN HALL EXPENSES	03/01/2026	22.12	10-41-25	TOWN HALL EXPENSE	03/31/2026
1341	AMAZON BUSINESS	1VYX-31MR-G	OFFICE SUPPLIES	03/01/2026	30.92	10-42-15	OFFICE SUPPLIES	03/31/2026
1341	AMAZON BUSINESS	1VYX-31MR-G	OPERATING SUPPLIES	03/01/2026	5.13	10-42-16	OPERATING SUPPLIES	03/31/2026
1341	AMAZON BUSINESS	1VYX-31MR-G	OPERATING SUPPLIES	03/01/2026	59.89	80-52-16	OPERATING SUPPLIES	03/31/2026
Total 1VYX-31MR-G1RY:					742.23			
1VYX-31MR-JYFQ								
1341	AMAZON BUSINESS	1VYX-31MR-J	OFFICE SUPPLIES	03/01/2026	141.11	10-41-15	OFFICE SUPPLIES	03/31/2026
Total 1VYX-31MR-JYFQ:					141.11			
1WYW-Y9K9-LHXJ								
1341	AMAZON BUSINESS	1WYW-Y9K9-L	OFFICE SUPPLIES	03/01/2026	53.86	10-42-15	OFFICE SUPPLIES	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total 1WYW-Y9K9-LHXJ:					53.86			
Total AMAZON BUSINESS:					937.20			
Archuleta, Benny								
#ARCH2-2026								
1245	Archuleta, Benny	#ARCH2-2026	PROF SERV	03/01/2026	750.00	60-50-20	LEGAL, ENGINEERING & PR	03/31/2026
1245	Archuleta, Benny	#ARCH2-2026	PROF SERV	03/01/2026	750.00	70-51-20	LEGAL, ENGINEERING & PR	03/31/2026
Total #ARCH2-2026:					1,500.00			
Total Archuleta, Benny:					1,500.00			
Badger Meter, Inc.								
80226857								
654	Badger Meter, Inc.	80226857	Water Metering	02/26/2026	81.44	60-50-31	DUES & SUBSCRIPTIONS	03/31/2026
Total 80226857:					81.44			
Total Badger Meter, Inc.:					81.44			
Black Hills Energy								
46552764								
987	Black Hills Energy	46552764	UTILITIES	03/01/2026	23.90	10-45-28	UTILITIES	03/31/2026
987	Black Hills Energy	46552764	UTILITIES	03/01/2026	23.90	60-50-28	UTILITIES	03/31/2026
987	Black Hills Energy	46552764	UTILITIES	03/01/2026	23.90	70-51-28	UTILITIES	03/31/2026
987	Black Hills Energy	46552764	UTILITIES	03/01/2026	23.90	80-52-28	UTILITIES	03/31/2026
Total 46552764:					95.60			
4906378502								
987	Black Hills Energy	4906378502	UTILITIES	03/01/2026	258.12	10-45-28	UTILITIES	03/31/2026
987	Black Hills Energy	4906378502	UTILITIES	03/01/2026	258.12	60-50-28	UTILITIES	03/31/2026
987	Black Hills Energy	4906378502	UTILITIES	03/01/2026	258.12	70-51-28	UTILITIES	03/31/2026
987	Black Hills Energy	4906378502	UTILITIES	03/01/2026	258.12	80-52-28	UTILITIES	03/31/2026
Total 4906378502:					1,032.48			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
5372692429								
987	Black Hills Energy	5372692429	UTILITIES	03/01/2026	453.16	10-46-28	UTILITIES	03/31/2026
Total 5372692429:					453.16			
9389679421								
987	Black Hills Energy	9389679421	UTILITIES	03/01/2026	157.73	10-41-28	UTILITIES	03/31/2026
987	Black Hills Energy	9389679421	UTILITES	03/01/2026	157.73	10-42-28	UTILITIES	03/31/2026
Total 9389679421:					315.46			
9786902814								
987	Black Hills Energy	9786902814	UTILITIES	03/01/2026	198.63	60-50-28	UTILITIES	03/31/2026
Total 9786902814:					198.63			
Total Black Hills Energy:					2,095.33			
Caselle, Inc								
INV-17222								
21	Caselle, Inc	INV-17222	ADMIN - CASELLE SUPPORT	03/03/2026	278.25	10-41-33	DATA PROCESSING	03/31/2026
21	Caselle, Inc	INV-17222	PD - CASELLE SUPPORT	03/03/2026	278.25	10-42-33	Data Processing	03/31/2026
21	Caselle, Inc	INV-17222	WATER - CASELLE SUPPORT	03/03/2026	556.50	60-50-33	DATA PROCESSING	03/31/2026
21	Caselle, Inc	INV-17222	WW - CASELLE SUPPORT	03/03/2026	556.50	70-51-33	DATA PROCESSING	03/31/2026
21	Caselle, Inc	INV-17222	SANITATION - CASELLE SUPPO	03/03/2026	556.50	80-52-33	DATA PROCESSING	03/31/2026
Total INV-17222:					2,226.00			
Total Caselle, Inc:					2,226.00			
City Of Grand Junction								
104627								
673	City Of Grand Junction	104627	WWTP LABS	02/23/2026	138.00	70-51-20	LEGAL, ENGINEERING & PR	03/31/2026
Total 104627:					138.00			
Total City Of Grand Junction:					138.00			
Colorado Complete Clean LLC								

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1544								
1450	Colorado Complete Clean LLC	1544	Cleaning Services Admin	03/03/2026	800.00		10-41-20 LEGAL, ENGINEERING & PR	03/31/2026
1450	Colorado Complete Clean LLC	1544	Cleaning Services PD	03/03/2026	200.00		10-42-20 LEGAL, ENGINEERING & PR	03/31/2026
1450	Colorado Complete Clean LLC	1544	Cleaning Services Water	03/03/2026	200.00		60-50-20 LEGAL, ENGINEERING & PR	03/31/2026
1450	Colorado Complete Clean LLC	1544	Cleaning Services Sewer	03/03/2026	200.00		70-51-20 LEGAL, ENGINEERING & PR	03/31/2026
1450	Colorado Complete Clean LLC	1544	Cleaning Services Trash	03/03/2026	200.00		80-52-20 LEGAL, ENGINEERING & PR	03/31/2026
Total 1544:					1,600.00			
Total Colorado Complete Clean LLC:					1,600.00			
Delta County Independent								
8DFD59D8-0133								
1183	Delta County Independent	8DFD59D8-013	PUBLISHING	03/01/2026	15.84		10-41-30 PUBLISHING & ADS	03/31/2026
Total 8DFD59D8-0133:					15.84			
Total Delta County Independent:					15.84			
Delta Montrose Electric Assn.								
20886100.3.2026								
43	Delta Montrose Electric Assn.	20886100.3.20	Utilities	03/01/2026	4,399.14		70-51-28 UTILITIES	03/31/2026
Total 20886100.3.2026:					4,399.14			
3180027604-3.2026								
43	Delta Montrose Electric Assn.	3180027604-3.	Utilities	03/01/2026	22.23		10-45-28 UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	3180027604-3.	Utilities	03/01/2026	22.23		60-50-28 UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	3180027604-3.	Utilities	03/01/2026	22.22		70-51-28 UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	3180027604-3.	Utilities	03/01/2026	22.22		80-52-28 UTILITIES	03/31/2026
Total 3180027604-3.2026:					88.90			
40								
43	Delta Montrose Electric Assn.	40	Utilities	03/01/2026	137.53		10-41-28 UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	40	Utilities	03/01/2026	42.79		10-46-28 UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	40	Utilities	03/01/2026	1,464.68		60-50-28 UTILITIES	03/31/2026
Total 40:					1,645.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
9805013000.3.2026								
43	Delta Montrose Electric Assn.	9805013000.3.	Utilities	03/01/2026	151.72	10-41-28	UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	9805013000.3.	Utilities	03/01/2026	151.71	10-42-28	UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	9805013000.3.	Utilities	03/01/2026	835.01	10-45-28	UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	9805013000.3.	Utilities	03/01/2026	872.38	10-46-28	UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	9805013000.3.	Utilities	03/01/2026	67.00	60-50-28	UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	9805013000.3.	Utilities	03/01/2026	67.00	70-51-28	UTILITIES	03/31/2026
43	Delta Montrose Electric Assn.	9805013000.3.	Utilities	03/01/2026	67.00	80-52-28	UTILITIES	03/31/2026
Total 9805013000.3.2026:					2,211.82			
Total Delta Montrose Electric Assn.:					8,344.86			
EAGLE WASH								
1023								
1367	EAGLE WASH	1023	PD-VEHICLE	02/19/2026	38.60	10-42-23	VEHICLE EXPENSE	03/31/2026
1367	EAGLE WASH	1023	STREETS-VEHICLE	02/19/2026	13.70	10-45-23	VEHICLE EXPENSE	03/31/2026
1367	EAGLE WASH	1023	PARKS-VEHICLE	02/19/2026	13.70	10-46-23	VEHICLE EXPENSE	03/31/2026
1367	EAGLE WASH	1023	WATER-VEHICLE	02/19/2026	13.70	60-50-23	VEHICLE EXPENSE	03/31/2026
1367	EAGLE WASH	1023	WASTEW-VEHICLE	02/19/2026	13.70	70-51-23	VEHICLE EXPENSE	03/31/2026
1367	EAGLE WASH	1023	TRASH-VEHICLE	02/19/2026	13.70	80-52-23	VEHICLE EXPENSE	03/31/2026
Total 1023:					107.10			
Total EAGLE WASH:					107.10			
Elevate Fiber								
1198710								
986	Elevate Fiber	1198710	Internet	03/01/2026	10.00	10-45-29	TELEPHONE & INTERNET	03/31/2026
986	Elevate Fiber	1198710	Internet	03/01/2026	10.00	10-46-29	TELEPHONE & INTERNET	03/31/2026
986	Elevate Fiber	1198710	Internet	03/01/2026	19.99	60-50-29	TELEPHONE & INTERNET	03/31/2026
986	Elevate Fiber	1198710	Internet	03/01/2026	19.98	70-51-29	TELEPHONE & INTERNET	03/31/2026
986	Elevate Fiber	1198710	Internet	03/01/2026	19.98	80-52-29	TELEPHONE & INTERNET	03/31/2026
Total 1198710:					79.95			
1277710.3.2026								
986	Elevate Fiber	1277710.3.202	Internet	03/01/2026	79.95	70-51-29	TELEPHONE & INTERNET	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total 1277710.3.2026:					79.95			
271710								
986	Elevate Fiber	271710	Internet	03/01/2026	129.94		60-50-29 TELEPHONE & INTERNET	03/31/2026
Total 271710:					129.94			
3080095001.3.2026								
986	Elevate Fiber	3080095001.3.	Internet	03/01/2026	154.39		60-50-29 TELEPHONE & INTERNET	03/31/2026
Total 3080095001.3.2026:					154.39			
66210.3.2026								
986	Elevate Fiber	66210.3.2026	Internet	03/01/2026	40.00		10-41-29 TELEPHONE & INTERNET	03/31/2026
986	Elevate Fiber	66210.3.2026	Internet	03/01/2026	40.00		10-42-29 TELEPHONE & INTERNET	03/31/2026
986	Elevate Fiber	66210.3.2026	Internet	03/01/2026	79.99		60-50-29 TELEPHONE & INTERNET	03/31/2026
986	Elevate Fiber	66210.3.2026	Internet	03/01/2026	79.98		70-51-29 TELEPHONE & INTERNET	03/31/2026
986	Elevate Fiber	66210.3.2026	Internet	03/01/2026	79.98		80-52-29 TELEPHONE & INTERNET	03/31/2026
Total 66210.3.2026:					319.95			
Total Elevate Fiber:					764.18			
Empower Trust Company LLC								
3.6.2026 PAYROLL								
1190	Empower Trust Company LLC	3.6.2026 PAYR	Retirement Plan PPE	03/03/2026	3,663.14		10-0220 RETIREMENT PLAN	03/31/2026
Total 3.6.2026 PAYROLL:					3,663.14			
Total Empower Trust Company LLC:					3,663.14			
Fire & Police Pension Assn.								
3.6.2026 PAYROLL								
63	Fire & Police Pension Assn.	3.6.2026 PAYR	Payroll Ending	03/03/2026	4,639.22		10-0219 FPPA	03/31/2026
Total 3.6.2026 PAYROLL:					4,639.22			
Total Fire & Police Pension Assn.:					4,639.22			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Flowpoint Environmental Systems Inc.								
SU10732								
1172	Flowpoint Environmental Systems	SU10732	CONTRACTED SERVICES	03/03/2026	1,095.00		60-50-42 CONTRACT SERVICES	03/31/2026
Total SU10732:					1,095.00			
Total Flowpoint Environmental Systems Inc.:					1,095.00			
HENDERSON, GARRETT								
FEB 2026 FOOTWEAR REIMBURSE								
1328	HENDERSON, GARRETT	FEB 2026 FOO	UNIFORM	02/26/2026	140.00		10-42-19 UNIFORMS	03/31/2026
Total FEB 2026 FOOTWEAR REIMBURSE:					140.00			
Total HENDERSON, GARRETT:					140.00			
LEXIPOL, LLC								
INVLEX11261255								
1274	LEXIPOL, LLC	INVLEX112612	CONTRACT SERVICES	12/31/2025	5,533.78		10-42-42 CONTRACT SERVICES	03/31/2026
Total INVLEX11261255:					5,533.78			
Total LEXIPOL, LLC:					5,533.78			
Norris, Mary								
NORRIS-03-2026								
991	Norris, Mary	NORRIS-03-20	WATER NORRIS RETIREMENT	03/02/2026	560.00		60-50-44 NORRIS RETIREMENT	03/31/2026
991	Norris, Mary	NORRIS-03-20	WASTE WATER NORRIS RETIR	03/02/2026	560.00		70-51-44 NORRIS RETIREMENT	03/31/2026
Total NORRIS-03-2026:					1,120.00			
Total Norris, Mary:					1,120.00			
North Fork EMS								
7-2025 405 2ND ST REIMBURSE								
1467	North Fork EMS	7-2025 405 2N	UTILITIES	03/01/2026	118.36		10-41-28 UTILITIES	03/31/2026
Total 7-2025 405 2ND ST REIMBURSE:					118.36			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Volded	GL Account and Title	GL Period Date
Total North Fork EMS:					118.36			
NORTH FORK SENIOR CONNECTIONS								
2026 ADA BATHROOM GRANT								
1146	NORTH FORK SENIOR CONNE	2026 ADA BAT	HUMAN SERVICES	03/02/2026	1,000.00	10-41-44	HUMAN SERVICES	03/31/2026
Total 2026 ADA BATHROOM GRANT:					1,000.00			
ANNUAL OPERATIONAL SUPPORT								
1146	NORTH FORK SENIOR CONNE	ANNUAL OPE	HUMAN SERVICES	03/02/2026	3,000.00	10-41-44	HUMAN SERVICES	03/31/2026
Total ANNUAL OPERATIONAL SUPPORT:					3,000.00			
Total NORTH FORK SENIOR CONNECTIONS:					4,000.00			
Peak2Peak Communications LLC								
629								
1489	Peak2Peak Communications LLC	629	EQUIPMENT	01/06/2026	313.50	10-41-74	MACHINERY & EQUIPMENT	03/31/2026
1489	Peak2Peak Communications LLC	629	EQUIPMENT	01/06/2026	323.00	60-50-70	CAP OUTLAY-WATER	03/31/2026
1489	Peak2Peak Communications LLC	629	EQUIPMENT	01/06/2026	313.50	70-51-70	CAPITAL OUTLAY	03/31/2026
Total 629:					950.00			
Total Peak2Peak Communications LLC:					950.00			
PROFESSIONAL MANAGEMENT SOLUTIONS								
85199								
1325	PROFESSIONAL MANAGEMENT	85199	Admin Financial Consulting	02/26/2026	480.00	10-41-20	LEGAL, ENGINEERING & PR	03/31/2026
1325	PROFESSIONAL MANAGEMENT	85199	Water Financial Consulting	02/26/2026	480.00	60-50-20	LEGAL, ENGINEERING & PR	03/31/2026
1325	PROFESSIONAL MANAGEMENT	85199	VW Financial Consulting	02/26/2026	480.00	70-51-20	LEGAL, ENGINEERING & PR	03/31/2026
1325	PROFESSIONAL MANAGEMENT	85199	Trash Financial Consulting	02/26/2026	480.00	80-52-20	LEGAL, ENGINEERING & PR	03/31/2026
1325	PROFESSIONAL MANAGEMENT	85199	PD FINANCIAL CONSULTING	02/26/2026	480.00	10-42-20	LEGAL, ENGINEERING & PR	03/31/2026
Total 85199:					2,400.00			
Total PROFESSIONAL MANAGEMENT SOLUTIONS:					2,400.00			
Rundle Construction Inc.								
STEWART DITCH PAY APP 2								
1475	Rundle Construction Inc.	STEWART DIT	STREETS-CAPITAL OUTLAY	02/05/2026	110,500.00	10-45-70	CAPITAL OUTLAY	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total STEWART DITCH PAY APP 2:					110,500.00			
Total Rundle Construction Inc.:					110,500.00			
SGM, INC.								
2013-471.013-40								
1335	SGM, INC.	2013-471.013-	CAPITAL OUTLAY	02/23/2026	600.00		60-50-70 CAP OUTLAY-WATER	03/31/2026
Total 2013-471.013-40:					600.00			
Total SGM, INC.:					600.00			
Simmons Lock & Key Delta								
59887								
566	Simmons Lock & Key Delta	59887	MAINTENANCE	02/16/2026	197.00		10-46-22 REPAIRS & MAINTENANCE	03/31/2026
Total 59887:					197.00			
Total Simmons Lock & Key Delta:					197.00			
THE HARTFORD								
857908207194								
1404	THE HARTFORD	857908207194	THE HARTFORD	03/03/2026	259.50		10-0226 THE HARTFORD	03/31/2026
Total 857908207194:					259.50			
Total THE HARTFORD:					259.50			
The Place I Go								
TPIG 10043								
897	The Place I Go	TPIG 10043	PROF SERV	02/17/2026	11.25		10-41-20 LEGAL, ENGINEERING & PR	03/31/2026
897	The Place I Go	TPIG 10043	PROF SERV	02/17/2026	11.25		60-50-20 LEGAL, ENGINEERING & PR	03/31/2026
897	The Place I Go	TPIG 10043	PROF SERV	02/17/2026	11.25		70-51-20 LEGAL, ENGINEERING & PR	03/31/2026
897	The Place I Go	TPIG 10043	PROF SERV	02/17/2026	11.25		80-52-20 LEGAL, ENGINEERING & PR	03/31/2026
Total TPIG 10043:					45.00			
Total The Place I Go:					45.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
The UPS Store #5734								
1Z1W8V571593829967								
1256	The UPS Store #5734	1Z1W8V57159	WATER SAMPLES	03/03/2026	178.71		60-50-17 POSTAGE	03/31/2026
Total 1Z1W8V571593829967:					178.71			
Total The UPS Store #5734:					178.71			
T-MOBILE								
FEB 2026 STATEMENT								
1374	T-MOBILE	FEB 2026 STA	TMobile Services Admin	03/01/2026	191.68		10-41-29 TELEPHONE & INTERNET	03/31/2026
1374	T-MOBILE	FEB 2026 STA	TMobile Services PD	03/01/2026	496.12		10-42-29 TELEPHONE & INTERNET	03/31/2026
1374	T-MOBILE	FEB 2026 STA	TMobile Services Streets	03/01/2026	56.38		10-45-29 TELEPHONE & INTERNET	03/31/2026
1374	T-MOBILE	FEB 2026 STA	TMobile Services Parks	03/01/2026	56.38		10-46-29 TELEPHONE & INTERNET	03/31/2026
1374	T-MOBILE	FEB 2026 STA	TMobile Services Water	03/01/2026	135.31		60-50-29 TELEPHONE & INTERNET	03/31/2026
1374	T-MOBILE	FEB 2026 STA	TMobile Services WasteWater	03/01/2026	56.38		70-51-29 TELEPHONE & INTERNET	03/31/2026
1374	T-MOBILE	FEB 2026 STA	TMobile Services Sanitation	03/01/2026	135.30		80-52-29 TELEPHONE & INTERNET	03/31/2026
Total FEB 2026 STATEMENT:					1,127.55			
Total T-MOBILE:					1,127.55			
ULINE								
204045749								
1351	ULINE	204045749	OFFICE SUPPLIES	02/10/2026	889.44		60-50-15 OFFICE SUPPLIES	03/31/2026
1351	ULINE	204045749	OFFICE SUPPLIES	02/10/2026	889.44		70-51-15 OFFICE SUPPLIES	03/31/2026
1351	ULINE	204045749	OFFICE SUPPLIES	02/10/2026	273.45		10-45-15 OFFICE SUPPLIES	03/31/2026
1351	ULINE	204045749	EQUIPMENT	02/10/2026	862.45		10-41-74 MACHINERY & EQUIPMENT	03/31/2026
1351	ULINE	204045749	EQUIPMENT	02/10/2026	862.44		60-50-77 MACHINERY & EQUIPMENT	03/31/2026
1351	ULINE	204045749	EQUIPMENT	02/10/2026	862.44		70-51-77 MACHINERY & EQUIPMENT	03/31/2026
1351	ULINE	204045749	EQUIPMENT	02/10/2026	862.44		80-52-77 MACHINERY & EQUIPMENT	03/31/2026
Total 204045749:					5,502.10			
Total ULINE:					5,502.10			
United Merchants Bank								
FEB 2026 STATEMENT								
1371	United Merchants Bank	FEB 2026 STA	OPERATING SUPPLIES	03/01/2026	23.83		10-41-16 OPERATING SUPPLIES	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	POSTAGE	03/01/2026	272.48		10-41-17 POSTAGE	03/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1371	United Merchants Bank	FEB 2026 STA	TELEPHONE & INTERNET	03/01/2026	10.46		10-41-29 TELEPHONE & INTERNET	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	DUES & SUBSCRIPTIONS	03/01/2026	545.25		10-41-31 DUES & SUBSCRIPTIONS	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	BUILDING IMPROVEMENTS	03/01/2026	621.70		10-41-73 BUILDING IMPROVEMENTS	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	POSTAGE	03/01/2026	13.85		10-42-17 POSTAGE	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	UNIFORMS	03/01/2026	1,937.24		10-42-19 UNIFORMS	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	VEHICLE	03/01/2026	172.88		10-42-23 VEHICLE EXPENSE	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	OFFICE SUPPLIES	03/01/2026	326.14		10-45-16 OPERATING SUPPLIES	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	PROF SERV	03/01/2026	59.67		10-45-20 LEGAL, ENGINEERING & PR	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	SHOP EXPENSE	03/01/2026	46.50		10-45-25 SHOP EXPENSE	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	DUES & SUBSCRIPTION	03/01/2026	11.66		10-45-31 DUES & SUBSCRIPTIONS	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	CAPITAL OUTLAY	03/01/2026	4,194.60		10-45-70 CAPITAL OUTLAY	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	SHOP EXPENSE	03/01/2026	46.50		10-46-25 SHOP EXPENSE	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	PROF SERV	03/01/2026	59.67		60-50-20 LEGAL, ENGINEERING & PR	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	SHOP EXPENSES	03/01/2026	46.50		60-50-25 SHOP EXPENSE	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	TRAINING	03/01/2026	127.00		60-50-26 TRAVEL, MEETINGS & TRAI	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	DUES & SUBSCRIPTIONS	03/01/2026	160.42		60-50-31 DUES & SUBSCRIPTIONS	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	BUILDING IMPROVEMENTS	03/01/2026	621.70		60-50-76 BUILDING IMPROVEMENTS	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	PROF SERV	03/01/2026	59.66		70-51-20 LEGAL, ENGINEERING & PR	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	SHOP EXPENSES	03/01/2026	46.50		70-51-25 SHOP EXPENSE	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	TRAINING	03/01/2026	127.00		70-51-26 TRAVEL, MEETINGS & TRAI	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	DUES & SUBSCRIPTION	03/01/2026	160.41		70-51-31 DUES & SUBSCRIPTIONS	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	BUILDING IMPROVEMENTS	03/01/2026	621.70		70-51-76 BUILDING IMPROVEMENTS	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	DUES & SUBSCRIPTIONS	03/01/2026	81.25		80-52-31 DUES & SUBSCRIPTIONS	03/31/2026
1371	United Merchants Bank	FEB 2026 STA	BUILDING IMPROVEMENTS	03/01/2026	621.69		80-52-76 BUILDING IMPROVEMTS	03/31/2026
Total FEB 2026 STATEMENT:					11,016.26			
Total United Merchants Bank:					11,016.26			
US BANK								
3151917								
1343	US BANK	3151917	LOAN INTEREST	02/10/2026	37,925.00		60-50-56 LOAN INTEREST	03/31/2026
1343	US BANK	3151917	RURAL DEVELOPMENT	02/10/2026	37,925.00		70-51-51 RURAL DEVELOPMENT P&I	03/31/2026
Total 3151917:					75,850.00			
Total US BANK:					75,850.00			

UTILITY NOTIFICATION CENTER OF COLORADO

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
106298								
1360	UTILITY NOTIFICATION CENTE	106298	PROF SERV	02/20/2026	15.98	60-50-20	LEGAL, ENGINEERING & PR	03/31/2026
1360	UTILITY NOTIFICATION CENTE	106298	PROF SERV	02/20/2026	15.98	70-51-20	LEGAL, ENGINEERING & PR	03/31/2026
Total 106298:					31.96			
Total UTILITY NOTIFICATION CENTER OF COLORADO:					31.96			
Vista Ford Toyota Delta								
350001920								
80	Vista Ford Toyota Delta	350001920	VEHICLE	02/06/2026	6.65	10-45-23	VEHICLE EXPENSE	03/31/2026
80	Vista Ford Toyota Delta	350001920	VEHICLE	02/06/2026	6.66	10-46-23	VEHICLE EXPENSE	03/31/2026
80	Vista Ford Toyota Delta	350001920	VEHICLE	02/06/2026	6.65	60-50-23	VEHICLE EXPENSE	03/31/2026
80	Vista Ford Toyota Delta	350001920	VEHICLE	02/06/2026	6.66	70-51-23	VEHICLE EXPENSE	03/31/2026
80	Vista Ford Toyota Delta	350001920	VEHICLE	02/06/2026	6.66	80-52-23	VEHICLE EXPENSE	03/31/2026
Total 350001920:					33.28			
Total Vista Ford Toyota Delta:					33.28			
Grand Totals:					247,122.56			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
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Board Meeting Date: _____

Town Administrator: _____

Finance Committee/Mayor: _____

Finance Committee/Trustee: _____

Trustees: _____

Date Reviewed: _____

ACCOUNT	DESCRIPTION	MARCH 4TH ACTUAL
UBB Accounts		
		CURRENT BALANCES
x3637	Pooled Cash - 4.00% Interest Rate	\$ 3,388,428.57
x0857	Conservation Trust Fund - 0.1% Interest Rate	\$ 17,639.60
x3858	Grant Pass Through - 0.00% Interest Rate (May Close Account)	\$ 25,025.00
x0571	Internal Grants - 0.00% Interest Rate (Needed to Receive Grants from State)	\$ 40,912.00
x0733	Operating (Main Account) - 0.00% Interest Rate	\$ 219,836.69
x3629	Payroll - 0.00% Interest Rate	\$ 64,873.90
	Subgroup : Total UBB Accounts	\$ 3,756,715.76
ColoTrust Investment Accounts		
x8001	General Fund - 4.0855% 30-Day Yield	\$ 562,848.05
	\$69,500 is the TABOR reserve required by state statute	\$ 69,500.00
x8002	Sewer Restricted - 4.0855% 30-Day Yield	\$ 588,264.40
	\$100,750 must be maintained in Reserve for 2020 Revenue Refunding Bonds	\$ 100,750.00
x8003	Debt Reserve - 4.0855% 30-Day Yield	\$ 126,958.34
x8004	Bridge Reserve - 4.0855% 30-Day Yield	\$ 699,231.58
x8005	Water - 4.0855% 30-Day Yield	\$ 524,246.42
	Subgroup : ColoTrust Investment Accounts	\$ 2,671,798.79
TOTAL BANK ACCOUNTS		\$3,756,715.76
TOTAL INVESTMENT ACCOUNTS		\$2,671,798.79
Last Month Total All Accounts: \$6,331,650.55		
TOTAL CURRENT BALANCE ALL ACCOUNTS		\$6,428,514.55

Grant Description	Granting Agency	Total Award	Date Awarded	Amount Rec'd.	Contract Expiration	Revenue Account	Expenditure Account	Consultant/ Contractor	Total Contract Price	Remaining Balance of Grant
EIAF - A00278 Paonia Code Revision	DOLA	\$ 25,000.00	11/27/2023	\$ 15,291.85	11/27/2024	10-35-20	10-41-75	Sustainable Futures	\$ 38,000.00	\$ 9,708.15
EIAF-25-039 (Tier II) - 25039 Paonia Westernloop Water Main Replacement	DOLA	\$ 1,000,000.00	3/18/2025	\$ -	3/18/2026	30-36-30	60-50-70	TBD	TBD	\$ 1,000,000.00
HPLN-H25017 - Town of Paonia Housing Needs Assessment SB Update	DOLA	\$ 7,500.00	8/26/2025	\$ -	8/26/2026	10-35-20	10-41-75	Urban Rural Continuum	TBD	\$ 7,500.00
EIAF (Tier II) - 9721 Paonia Water Tank Relining	DOLA	\$ 956,000.00	4/3/2024	\$ 584,350.77	10/31/2025	60-36-30	60-50-70	Earthworx for Sitework - viaflex for Temp. tank - MPC for Relining	TBD	\$ 371,649.23
SAFE PATHWAYS FOR PAONIA - 5TH AND GRAND REALIGNMENT										
RMS - M035-003 (25364) Safe Pathways for Paonia (5th & Grand)	CDOT	\$ 1,040,774.00	10/20/2023	\$ -	8/27/2033	10-35-20	10-45-70	TBD	TBD	\$ 1,040,774.00
SRTS -	CDOT	\$ 872,825.00	4/16/2025	\$ -	TBD	10-35-20	10-45-70	TBD	TBD	\$ 872,825.00
BUILD Grant	FHWA	\$ 1,884,901.00	7/15/2025	\$ -	TBD	10-35-20	10-45-70	TBD	TBD	\$ 1,884,901.00
HYDROGEOLOGICAL STUDY										
CFP - 2023-19 Paonia Hydrogeological Study	Col. River Water Conservation District	\$ 25,000.00	5/30/2023	\$ 12,500.00	6/1/2026	60-36-30	60-50-75	Wright Water Engineering		\$ 12,500.00
(CWCB) WSRF Grant - POGG1 2024-2691 Hydrogeological Study of Paonia Spring Complexes	Col. Water Conservation Board	\$ 147,973.00	11/27/2023	\$ 97,362.80	11/27/2028	60-36-30	60-50-70	Wright Water Engineering		\$ 50,610.20
	CWCB Task 1	Engineering & Data Review	\$ 50,570.00	\$ 36,916.93						
	CWCB Task 2	Subsurface Investigation	\$ 97,403.00	\$ 60,445.87						
	CWCB Task 3	Metering	\$ -	\$ -						
				\$ 109,862.80		60-36-30	60-50-70	Wright Water Engineering	\$ 240,774.00	\$ 63,110.20
GRANT14002201 - Funding Opportunity No. R23AS00109 - Water SMART Planning & Project Design Grant - Paonia, "Watershed and Water System Strategy Plans for Resiliency in the Face of Change"										
	Bureau of Reclamation	\$ 250,000.00	4/23/2024	\$ -	TBD	60-36-30	60-50-70	Wright Water Engineering	TBD	\$ 250,000.00
GRANT14331251 - Funding Opportunity No. R24AS00059 - WaterSMART Small-scale efficiency projects for FY-2024/2025	Bureau of Reclamation	\$ 116,000.00	3/4/2026	\$ -	TBD	60-36-30	60-50-70	TBD	TBD	\$ 116,000.00
SS4A - Safe Streets for All - Supplemental Planning and Demonstration Grant	USDOT (FHWA)	\$ 293,974.00	6/18/2024	\$ -	TBD	10-35-20	10-45-20	Conсор Engineering	TBD	\$ 293,974.00
Total Grant Funding								\$ 6,619,947.00		
Total Received								\$ 819,368.22	Remaining Grant Balance	\$ 5,800,578.78

ACCOUNT DESCRIPTION		ADOPTED FY-2026 BUDGET	FEBRUARY 28TH ACTUAL
General Fund Revenues			
10-31-01	PROPERTY TAXES	\$ 160,000.00	\$ -
10-31-02	S.O. AUTO TAXES	\$ 20,200.00	\$ 1,527.57
10-31-03	SALES TAX - TOWN	\$ 575,000.00	\$ 44,560.39
10-31-04	SALES TAX - COUNTY	\$ 150,000.00	\$ 13,638.25
10-31-05	SALES TAX - STATE MARIJUANA	\$ 5,000.00	\$ 256.69
10-31-06	CIGARETTE TAX	\$ 800.00	\$ 76.56
10-31-07	FRANCHISE TAX	\$ 55,000.00	\$ 11,655.26
10-31-08	PENALTY & INTEREST	\$ 500.00	\$ -
10-31-09	DELINQUENT TAX	\$ -	\$ -
10-31-10	ABATEMENTS	\$ -	\$ -
10-31-11	MARIJUANA OCCUPATIONAL TAX (Transaction Fee)	\$ 65,000.00	\$ 10,840.00
Subgroup : TAXES		\$ 1,031,500.00	\$ 82,554.72
General Fund Revenues			
10-32-01	LIQUOR LICENSES	\$ 5,500.00	\$ 1,298.75
10-32-02	MISCELLANEOUS PERMITS	\$ 5,500.00	\$ 80.00
10-32-03	BUILDING PERMITS	\$ 42,250.00	\$ 2,013.00
10-32-04	SPECIAL REVIEWS	\$ 1,000.00	\$ -
10-32-05	ZONING VERIFICATION & ADMINISTRATIVE REVIEWS	\$ 700.00	\$ 50.00
10-32-06	VIN INSPECTIONS	\$ 1,300.00	\$ 194.00
10-32-07	PRE-APPLICATION MEETINGS	\$ 500.00	\$ -
10-32-08	SHORT-TERM RENTAL LICENSES	\$ -	\$ -
10-32-09	SPECIAL EVENT PERMIT FEES	\$ 2,200.00	\$ -
10-32-10	MARIJUANA LICENSING FEE	\$ 3,300.00	\$ 2,375.00
Subgroup : LICENSES, PERMITS & FEES		\$ 62,250.00	\$ 6,010.75
General Fund Revenues			
10-33-01	HIGHWAY USER TAX	\$ 52,000.00	\$ 5,095.36
10-33-02	MOTOR VEHICLE - \$1.50	\$ 1,500.00	\$ 94.87
10-33-03	MOTOR VEHICLE - \$2.50	\$ 3,500.00	\$ 230.00
10-33-07	SEVERANCE TAX	\$ 3,500.00	\$ -
10-33-08	MINERAL LEASING	\$ 8,500.00	\$ -
10-33-10	ROAD & BRIDGE	\$ 7,000.00	\$ -
Subgroup : INTERGOVERNMENTAL REVENUES		\$ 76,000.00	\$ 5,420.23
General Fund Revenues			
10-34-01	COURT FINES	\$ 1,000.00	\$ 175.00
10-34-02	POLICE FINES	\$ 8,500.00	\$ 1,665.00
10-34-03	MISCELLANEOUS FINES - BONDS	\$ 500.00	\$ 1,417.41
10-34-04	BACK THE BADGE (0.8% SALES TAX)	\$ 255,000.00	\$ 19,363.86
10-34-05	DOG TAGS	\$ 500.00	\$ 90.00
10-34-06	CODE ENFORCEMENT VIOLATIONS	\$ 1,500.00	\$ -
10-34-10	LAW ENFORCEMENT COST ALLOCATION	\$ -	\$ -
10-34-50	PD GRANT	\$ -	\$ -
Subgroup : FINES AND FORFEITURES		\$ 267,000.00	\$ 22,711.27

ACCOUNT DESCRIPTION		ADOPTED FY-2026 BUDGET	FEBRUARY 28TH ACTUAL
General Fund Revenues			
10-35-01	RENTS & ROYALTIES	\$ 30,000.00	\$ 17,047.38
10-35-02	MOTOR FUEL TAX REFUNDS	\$ -	\$ -
10-35-04	INTEREST INCOME	\$ 156,000.00	\$ 16,672.34
10-35-05	LATE CHARGES	\$ 4,750.00	\$ 1,225.00
10-35-06	OTHER INCOME	\$ 1,250.00	\$ 0.50
10-35-07	INSURANCE PROCEEDS	\$ -	\$ -
10-35-09	PARK DONATIONS	\$ -	\$ -
10-35-10	OTHER AGENCY CONTRIBUTIONS	\$ 500.00	\$ -
10-35-13	BRIDGE RESERVE	\$ -	\$ -
10-35-15	REFUND OF EXPENDITURES	\$ 7,500.00	\$ 10.80
10-35-16	RESTITUTION	\$ 5,500.00	\$ 148.00
10-35-18	SALES OF ASSETS	\$ 20,500.00	\$ -
	Subgroup : MISCELLANEOUS REVENUES	\$ 226,000.00	\$ 35,104.02
General Fund Revenues			
10-39-99	TRANSFER REVENUE	\$ -	\$ -
	Subgroup : TRANSFERS	\$ -	\$ -
General Fund Revenues			
	TOTAL GENERAL FUND REVENUES	\$ 1,662,750.00	\$ 151,800.99
General Fund Revenues			
	TOTAL GENERAL FUND EXPENDITURES	\$ (1,764,575.00)	\$ -
	NET SURPLUS (LOSS) - General Fund	\$ (101,825.00)	\$ 151,800.99
	UNRESTRICTED FUND BALANCE BEGINNING	\$ 813,338.00	\$ 813,338.00
	UNRESTRICTED FUND BALANCE ENDING	\$ 711,513.00	\$ 965,138.99

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	FEBRUARY 28TH ACTUAL
CIP REVENUE			
22-31-06	MARIJUANA OCCUPATIONAL TAX (Transaction Fee)	\$ -	\$ -
26-30-01	SIDEWALK FEE	\$ 26,500.00	\$ 5,060.68
40-38-01	CONSERVATION TRUST FUND	\$ 5,500.00	\$ -
50-31-03	SALES TAX - CIP	\$ 260,000.00	\$ 22,276.85
10-35-20	GRANT REVENUE	\$ 311,474.00	\$ 2,025.00
10-35-20	GRANT REVENUE - 5TH & GRAND	\$ 3,156,804.00	\$ -
10-35-13	BRIDGE RESERVE	\$ 6,500.00	\$ -
	Subgroup : General Fund CIP	\$ 277,500.00	\$ 24,301.85
	Subgroup : Street Fund CIP	\$ 293,974.00	\$ -
	Subgroup : Street Fund CIP - 5th & Grand	\$ 3,156,804.00	\$ -
	Subgroup : Sidewalk Fund CIP	\$ 26,500.00	\$ 5,060.68
	Subgroup : Conservation Trust Fund	\$ 5,500.00	\$ -
	Total All Funds	\$ 3,760,278.00	\$ 29,362.53
CIP EXPENDITURES			
10-41-73			
10-41-74	CAPITAL OUTLAY EXPENSES ADMINISTRATION	\$ (93,000.00)	\$ (2,105.33)
10-41-75			
10-41-78			
10-42-73	CAPITAL OUTLAY EXPENSES LAW ENFORCEMENT	\$ (85,600.00)	\$ -
10-42-74			
10-43-73	CAPITAL OUTLAY EXPENSES BUILDING	\$ -	\$ -
10-43-74			
10-45-70			
10-45-71			
10-45-73			
10-45-74	CAPITAL OUTLAY EXPENSES PW-STREETS	\$ (471,986.00)	\$ (17,550.00)
10-45-75			
10-45-90			
10-45-99			
10-45-72	CAPITAL OUTLAY EXPENSES PW -STREETS 5TH & GRAND	\$ (3,200,000.00)	\$ -
10-46-70			
10-46-71			
10-46-73			
10-46-74	CAPITAL OUTLAY EXPENSES PW - PARKS	\$ (85,500.00)	\$ -
10-46-75			
10-46-90			
10-46-99			
26-45-70	CAPITAL OUTLAY EXPENSES - SIDEWALKS	\$ (85,000.00)	\$ -
40-46-20	CAPITAL OUTLAY EXPENSES PW - CONSERVATION TRUST	\$ -	\$ -
24-45-70	CAPITAL OUTLAY EXPENSES - BRIDGE RESERVE	\$ (500,000.00)	\$ -
	Subgroup : CIP EXPENDITURES - GENERAL FUND CIP	\$ (264,100.00)	\$ (2,105.33)
	Subgroup : CIP EXPENDITURES - STREET FUND CIP	\$ (471,986.00)	\$ (17,550.00)
	Subgroup : CIP EXPENDITURES - STREET FUND CIP - 5TH & GRAND	\$ (3,200,000.00)	\$ -
	Subgroup : CIP EXPENDITURES - SIDEWALK FUND CIP	\$ (85,000.00)	\$ -
	Subgroup : CIP EXPENDITURES - CONSERVATION TRUST CIP	\$ -	\$ -
	Subgroup : CIP EXPENDITURES - BRIDGE RESERVE	\$ (500,000.00)	\$ -

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	FEBRUARY 28TH ACTUAL
CIP TOTALS			
	NET SURPLUS (LOSS) - GENERAL FUND CIP	\$ 13,400.00	\$ 22,196.52
	RESTRICTED FUND BALANCE BEGINNING - GENERAL FUND CIP	\$ 513,186.00	\$ 513,186.00
	RESTRICTED FUND BALANCE ENDING - GENERAL FUND CIP	\$ 526,586.00	\$ 535,382.52
	NET SURPLUS (LOSS) - STREET FUND CIP	\$ (221,208.00)	\$ (17,550.00)
	RESTRICTED FUND BALANCE BEGINNING - STREET FUND CIP	\$ 913,032.00	\$ 913,032.00
	RESTRICTED FUND BALANCE ENDING - STREET FUND CIP	\$ 691,824.00	\$ 895,482.00
	NET SURPLUS (LOSS) - SIDEWALK FUND CIP	\$ (58,500.00)	\$ 5,060.68
	RESTRICTED FUND BALANCE BEGINNING - SIDEWALK FUND CIP	\$ 150,623.00	\$ 150,623.00
	RESTRICTED FUND BALANCE ENDING - SIDEWALK FUND CIP	\$ 92,123.00	\$ 155,683.68
	NET SURPLUS (LOSS) - CONSERVATION TRUST CIP	\$ 5,500.00	\$ -
	RESTRICTED FUND BALANCE BEGINNING - CONSERVATION TRUST CIP	\$ 8,797.00	\$ 8,797.00
	RESTRICTED FUND BALANCE ENDING - CONSERVATION TRUST CIP	\$ 14,297.00	\$ 8,797.00
	NET SURPLUS (LOSS) - BRIDGE RESERVE	\$ (493,500.00)	\$ -
	RESTRICTED FUND BALANCE BEGINNING - BRIDGE RESERVE	\$ 671,000.00	\$ 671,000.00
	RESTRICTED FUND BALANCE ENDING - BRIDGE RESERVE	\$ 177,500.00	\$ 671,000.00

ACCOUNT	DESCRIPTION	ADOPTED		FEBRUARY 28TH	
		FY-2026 BUDGET		ACTUAL	
ADMINISTRATION	PERSONNEL SERVICES				
10-41-01	MAYOR & TRUSTEES	\$	2,400.00	\$	1,400.00
10-41-02	TOWN ADMINISTRATOR/CONTRACT LABOR	\$	33,000.00	\$	3,683.82
10-41-03	SALARIES & WAGES	\$	93,500.00	\$	8,420.71
10-41-04	EMPLOYER FICA	\$	8,300.00	\$	835.21
10-41-05	EMPLOYER MEDICARE	\$	2,050.00	\$	195.33
10-41-06	UNEMPLOYMENT TAX	\$	300.00	\$	26.95
10-41-07	INSURANCE BENEFITS	\$	32,000.00	\$	2,950.22
10-41-08	RETIREMENT BENEFITS	\$	6,250.00	\$	441.89
10-41-09	LIFE/DISABILITY INSURANCE	\$	325.00	\$	-
10-41-10	WORKMEN'S COMPENSATION	\$	1,575.00	\$	229.47
10-41-13	OVERTIME	\$	3,800.00	\$	323.09
	Subgroup : Personnel Services	\$	183,500.00	\$	18,506.69
ADMINISTRATION	OPERATING				
10-41-15	OFFICE SUPPLIES	\$	2,000.00	\$	313.45
10-41-16	OPERATING SUPPLIES	\$	2,900.00	\$	69.37
10-41-17	POSTAGE	\$	1,100.00	\$	88.77
10-41-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$	50,000.00	\$	3,787.78
10-41-21	AUDIT & BUDGET EXPENSE	\$	7,000.00	\$	-
10-41-22	REPAIRS & MAINTENANCE	\$	1,000.00	\$	-
10-41-23	VEHICLE EXPENSE	\$	750.00	\$	58.06
10-41-25	TOWN HALL EXPENSE	\$	3,600.00	\$	283.93
10-41-26	TRAVEL, MEETINGS, & TRAININGS	\$	7,500.00	\$	50.00
10-41-27	INSURANCE & BONDS	\$	10,000.00	\$	2,676.63
10-41-28	UTILITIES	\$	5,000.00	\$	436.40
10-41-29	TELEPHONE & INTERNET	\$	2,800.00	\$	231.68
10-41-30	PUBLISHING ADS	\$	2,400.00	\$	-
10-41-31	DUES & SUBSCRIPTIONS	\$	37,700.00	\$	2,292.82
10-41-33	DATA PROCESSING	\$	8,500.00	\$	556.50
10-41-40	MISCELLANEOUS	\$	1,000.00	\$	-
10-41-43	CULTURAL EVENTS	\$	500.00	\$	-
10-41-44	HUMAN SERVICES	\$	7,500.00	\$	-
10-41-45	BUILDING INSPECTOR	\$	-	\$	-
10-41-90	TREASURER'S FEE	\$	14,300.00	\$	652.96
	Subgroup : Operating Expenditures	\$	165,550.00	\$	11,498.35
GENERAL FUND TOTAL		\$	349,050.00	\$	30,005.04
ADMINISTRATION	CAPITAL OUTLAY & TRANSFERS				
10-41-73	BUILDING IMPROVEMENTS	\$	50,000.00	\$	489.72
10-41-74	MACHINERY & EQUIPMENT	\$	14,500.00	\$	1,615.61
10-41-75	GRANT PROJECTS	\$	8,500.00	\$	-
10-41-78	GRANT PROJECT - CODE REVISION	\$	20,000.00	\$	-
10-41-99	TRANSFERS	\$	-	\$	-
	SUBGROUP : SALES TAX CIP TOTAL	\$	93,000.00	\$	2,105.33

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	FEBRUARY 28TH ACTUAL
LAW ENFORCEMENT PERSONNEL SERVICES			
10-42-02	CONTRACT LABOR (JUDGE)	\$ 7,500.00	\$ 1,100.00
10-42-03	SALARIES & WAGES	\$ 520,000.00	\$ 56,265.66
10-42-04	EMPLOYER FICA	\$ 35,750.00	\$ 439.48
10-42-05	EMPLOYER MEDICARE	\$ 8,400.00	\$ 726.74
10-42-06	UNEMPLOYMENT TAX	\$ 1,150.00	\$ 100.24
10-42-07	INSURANCE BENEFITS	\$ 107,000.00	\$ 14,581.84
10-42-08	RETIREMENT BENEFITS	\$ 12,500.00	\$ 1,189.38
10-42-09	LIFE/DISABILITY INSURANCE	\$ 1,300.00	\$ -
10-42-10	WORKMEN'S COMPENSATION	\$ 16,050.00	\$ 2,542.22
10-42-11	FPPA PENSION	\$ 49,000.00	\$ 4,757.85
10-42-12	FPPA D&D	\$ 17,500.00	\$ 1,727.19
10-42-13	OVERTIME & ON-CALL	\$ 20,150.00	\$ 1,000.47
	Subgroup : Personnel Services	\$ 796,300.00	\$ 84,431.07
LAW ENFORCEMENT OPERATING			
10-42-15	OFFICE SUPPLIES	\$ 1,250.00	\$ 118.53
10-42-16	OPERATING SUPPLIES	\$ 3,750.00	\$ 1,313.40
10-42-17	POSTAGE	\$ 500.00	\$ 93.30
10-42-19	UNIFORMS	\$ 10,000.00	\$ 859.21
10-42-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 15,000.00	\$ 2,388.58
10-42-22	REPAIRS & MAINTENANCE	\$ 1,500.00	\$ -
10-42-23	VEHICLE EXPENSE	\$ 18,000.00	\$ 2,219.57
10-42-26	TRAVEL, MEETINGS, & TRAININGS	\$ 3,500.00	\$ -
10-42-27	INSURANCE & BONDS	\$ 60,500.00	\$ 13,823.74
10-42-28	UTILITIES	\$ 2,800.00	\$ 311.16
10-42-29	TELEPHONE & INTERNET	\$ 6,000.00	\$ 536.12
10-42-30	PUBLISHING ADS	\$ -	\$ -
10-42-31	DUES & SUBSCRIPTIONS	\$ 7,500.00	\$ 20.39
10-42-33	DATA PROCESSING	\$ 3,500.00	\$ 556.50
10-42-42	CONTRACT SERVICES	\$ 22,000.00	\$ 6,878.11
10-42-44	HUMAN SERVICES	\$ 2,000.00	\$ -
	Subgroup : Operating Expenditures	\$ 157,800.00	\$ 29,118.61
GENERAL FUND TOTAL		\$ 954,100.00	\$ 113,549.68
LAW ENFORCEMENT CAPITAL OUTLAY & TRANSFERS			
10-42-73	BUILDING IMPROVEMENTS	\$ 15,000.00	\$ -
10-42-74	MACHINERY & EQUIPMENT	\$ 70,600.00	\$ -
SUBGROUP : SALES TAX CIP TOTAL		\$ 85,600.00	\$ -

ACCOUNT	DESCRIPTION	ADOPTED BUDGET FY-2026	FEBRUARY 28TH ACTUAL
BUILDING	PERSONNEL SERVICES		
10-43-01	MAYOR & TRUSTEES	\$ -	\$ -
10-43-02	CONTRACT LABOR	\$ -	\$ -
10-43-03	SALARIES & WAGES	\$ -	\$ -
10-43-04	EMPLOYER FICA	\$ -	\$ -
10-43-05	EMPLOYER MEDICARE	\$ -	\$ -
10-43-06	UNEMPLOYMENT TAX	\$ -	\$ -
10-43-07	INSURANCE BENEFITS	\$ -	\$ -
10-43-08	RETIREMENT BENEFITS	\$ -	\$ -
10-43-09	LIFE/DISABILITY INSURANCE	\$ -	\$ -
10-43-10	WORKMEN'S COMPENSATION	\$ -	\$ -
10-43-13	OVERTIME	\$ -	\$ -
	Subgroup : Personnel Services	\$ -	\$ -
BUILDING	OPERATING		
10-43-15	OFFICE SUPPLIES	\$ -	\$ -
10-43-16	OPERATING SUPPLIES	\$ -	\$ -
10-43-17	POSTAGE	\$ -	\$ -
10-43-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 42,250.00	\$ -
10-43-22	REPAIRS & MAINTENANCE	\$ -	\$ -
10-43-23	VEHICLE EXPENSE	\$ -	\$ -
10-43-26	TRAVEL & MEETINGS	\$ -	\$ -
10-43-27	INSURANCE & BONDS	\$ -	\$ -
10-43-28	UTILITIES	\$ -	\$ -
10-43-29	TELEPHONE & INTERNET	\$ -	\$ -
10-43-30	PUBLISHING ADS	\$ -	\$ -
10-43-31	DUES & SUBSCRIPTIONS	\$ -	\$ -
10-43-33	DATA PROCESSING	\$ -	\$ -
10-43-40	MISCELLANEOUS	\$ -	\$ -
10-43-43	CULTURAL EVENTS	\$ -	\$ -
10-43-44	HUMAN SERVICES	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 42,250.00	\$ -
	GENERAL FUND TOTAL	\$ 42,250.00	\$ -
BUILDING	CAPITAL OUTLAY & TRANSFERS		
10-43-73	BUILDING IMPROVEMENTS	\$ -	\$ -
10-43-74	MACHINERY & EQUIPMENT	\$ -	\$ -
	SUBGROUP : SALES TAX CIP TOTAL	\$ -	\$ -

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	FEBRUARY 28TH ACTUAL
STREETS	PERSONNEL SERVICES		
10-45-02	CONTRACT LABOR	\$ -	\$ -
10-45-03	SALARIES & WAGES	\$ 100,000.00	\$ 9,474.24
10-45-04	EMPLOYER FICA	\$ 6,600.00	\$ 584.31
10-45-05	EMPLOYER MEDICARE	\$ 1,550.00	\$ 136.65
10-45-06	UNEMPLOYMENT TAX	\$ 225.00	\$ 18.85
10-45-07	INSURANCE BENEFITS	\$ 19,000.00	\$ 2,096.76
10-45-08	RETIREMENT BENEFITS	\$ 4,975.00	\$ 439.54
10-45-09	LIFE/DISABILITY INSURANCE	\$ 325.00	\$ -
10-45-10	WORKMEN'S COMPENSATION	\$ 5,100.00	\$ 1,300.35
10-45-13	OVERTIME	\$ 3,400.00	\$ 142.33
	Subgroup : Personnel Services	\$ 141,175.00	\$ 14,193.03
STREETS	OPERATING		
10-45-15	OFFICE SUPPLIES	\$ 500.00	\$ -
10-45-16	OPERATING SUPPLIES	\$ 7,000.00	\$ 980.24
10-45-17	POSTAGE	\$ -	\$ -
10-45-19	UNIFORMS	\$ 2,000.00	\$ -
10-45-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 20,000.00	\$ -
10-45-21	AUDIT & BUDGET EXPENSE	\$ 3,500.00	\$ -
10-45-22	REPAIRS & MAINTENANCE	\$ 11,000.00	\$ -
10-45-23	VEHICLE EXPENSE	\$ 8,000.00	\$ 613.74
10-45-24	RENTALS	\$ -	\$ -
10-45-25	SHOP EXPENSE	\$ 9,000.00	\$ 93.36
10-45-26	TRAVEL, MEETINGS & TRAININGS	\$ 1,500.00	\$ -
10-45-27	INSURANCE & BONDS	\$ 4,500.00	\$ 1,589.12
10-45-28	UTILITIES	\$ 12,250.00	\$ 1,098.47
10-45-29	TELEPHONE & INTERNET	\$ 1,550.00	\$ 66.38
10-45-30	PUBLISHING ADS	\$ 100.00	\$ -
10-45-31	DUES & SUBSCRIPTIONS	\$ 1,100.00	\$ -
10-45-32	FEES & PERMITS	\$ 2,500.00	\$ -
10-45-33	DATA PROCESSING	\$ -	\$ -
10-45-40	MISCELLANEOUS	\$ 500.00	\$ -
10-45-42	SNOW REMOVAL	\$ 18,000.00	\$ 1,957.59
10-45-43	CULTURAL EVENTS	\$ -	\$ -
10-45-44	HUMAN SERVICES	\$ -	\$ -
10-45-45	BUILDING INSPECTOR	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 103,000.00	\$ 6,398.90
	GENERAL FUND TOTAL	\$ 244,175.00	\$ 20,591.93
STREETS	CAPITAL OUTLAY & TRANSFERS		
10-45-70	CAPITAL OUTLAY	\$ 29,000.00	\$ 17,550.00
10-45-71	RIGHT OF WAY MAINTENANCE	\$ 25,000.00	\$ -
10-45-72	5TH STREET REALIGNMENT	\$ 3,200,000.00	\$ -
10-45-73	BUILDING IMPROVEMENTS	\$ 5,500.00	\$ -
10-45-74	MACHINERY & EQUIPMENT	\$ 45,000.00	\$ -
10-45-75	GRANT PROJECTS	\$ 367,486.00	\$ -
10-45-90	TREASURER'S FEE	\$ -	\$ -
10-45-99	TRANSFERS	\$ -	\$ -
24-45-70	CAPITAL OUTLAY - BRIDGE RESERVE	\$ 500,000.00	\$ -
26-45-70	CAPITAL OUTLAY - SIDEWALKS	\$ 85,000.00	\$ -
	SUBGROUP : SALES TAX CIP TOTAL	\$ 4,256,986.00	\$ 17,550.00

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	FEBRUARY 28TH ACTUAL
PARKS	PERSONNEL SERVICES		
10-46-02	CONTRACT LABOR (SEASONAL EMPLOYEES)	\$ 26,000.00	\$ -
10-46-03	SALARIES & WAGES	\$ 60,000.00	\$ 5,334.55
10-46-04	EMPLOYER FICA	\$ 5,500.00	\$ 327.24
10-46-05	EMPLOYER MEDICARE	\$ 1,300.00	\$ 76.53
10-46-06	UNEMPLOYMENT TAX	\$ 200.00	\$ 10.55
10-46-07	INSURANCE BENEFITS	\$ 12,000.00	\$ 1,015.94
10-46-08	RETIREMENT BENEFITS	\$ 3,200.00	\$ 229.69
10-46-09	LIFE/DISABILITY INSURANCE	\$ 200.00	\$ -
10-46-10	WORKMEN'S COMPENSATION	\$ 2,900.00	\$ 688.42
10-46-13	OVERTIME	\$ 2,200.00	\$ 52.11
	Subgroup : Personnel Services	\$ 113,500.00	\$ 7,735.03
PARKS	OPERATING		
10-46-15	OFFICE SUPPLIES	\$ 200.00	\$ -
10-46-16	OPERATING SUPPLIES	\$ 5,900.00	\$ 208.28
10-46-17	POSTAGE	\$ -	\$ -
10-46-19	UNIFORMS	\$ 2,000.00	\$ -
10-46-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 2,000.00	\$ -
10-46-21	AUDIT & BUDGET EXPENSE	\$ 4,800.00	\$ -
10-46-22	REPAIRS & MAINTENANCE	\$ 18,000.00	\$ 15.99
10-46-23	VEHICLE EXPENSE	\$ 5,250.00	\$ 613.75
10-46-24	RENTALS	\$ 500.00	\$ -
10-46-25	SHOP EXPENSE	\$ 100.00	\$ 93.36
10-46-26	TRAVEL, MEETINGS & TRAININGS	\$ 500.00	\$ -
10-46-27	INSURANCE & BONDS	\$ 6,500.00	\$ 1,250.05
10-46-28	UTILITIES	\$ 7,750.00	\$ 1,359.36
10-46-29	TELEPHONE & INTERNET	\$ 2,000.00	\$ 66.38
10-46-30	PUBLISHING ADS	\$ -	\$ -
10-46-31	DUES & SUBSCRIPTIONS	\$ 3,000.00	\$ 988.45
10-46-32	FEES & PERMITS	\$ -	\$ -
10-46-33	DATA PROCESSING	\$ -	\$ -
10-46-40	MISCELLANEOUS	\$ 500.00	\$ -
10-46-42	CONTRACT SERVICES	\$ 2,500.00	\$ -
10-46-43	CULTURAL EVENTS	\$ -	\$ -
10-46-44	HUMAN SERVICES	\$ -	\$ -
10-46-45	BUILDING INSPECTOR	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 61,500.00	\$ 4,595.62
	GENERAL FUND TOTAL	\$ 175,000.00	\$ 12,330.65
PARKS	CAPITAL OUTLAY & TRANSFERS		
10-46-70	CAPITAL OUTLAY	\$ 20,000.00	\$ -
10-46-71	RIGHT OF WAY MAINTENANCE	\$ 15,000.00	\$ -
10-46-73	BUILDING IMPROVEMENTS	\$ 7,500.00	\$ -
10-46-74	MACHINERY & EQUIPMENT	\$ 43,000.00	\$ -
10-46-75	GRANT PROJECTS	\$ -	\$ -
10-46-90	TREASURER'S FEE	\$ -	\$ -
10-46-99	TRANSFERS	\$ -	\$ -
40-46-20	CONSERVATION TRUST FUND EXPENDITURES	\$ -	\$ -
	SUBGROUP : SALES TAX CIP TOTAL	\$ 85,500.00	\$ -

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET
WATER		
* Revenue is dependent upon utility rate increases		
WATER UTILITY REVENUE		
60-36-01*	WATER CHARGES	\$ 962,000.00
60-36-02*	WATER CHARGES - USAGE	\$ 380,000.00
60-36-03	SALES & SERVICES	\$ 1,000.00
60-36-04	STANDBY TAP FEES	\$ 49,000.00
60-36-05	BULK WATER	\$ 12,000.00
60-36-06	RECONNECT FEES & PENALTIES	\$ -
60-36-07	WATER TAPS	\$ -
60-36-08	TAPS FEES ASSIGNED FOR STORAGE	\$ -
60-36-09	PENALTIES	\$ 6,000.00
60-36-10	INTEREST	\$ -
60-36-12	RENTS	\$ 1,000.00
60-36-13	MISCELLANEOUS REVENUE	\$ 1,000.00
60-36-15	SALE/DISPOSAL OF ASSETS	\$ -
60-36-16	PARTS, REPAIR AND SERVICE	\$ -
60-36-20	PASS THROUGH FUNDS	\$ -
60-36-21	DOLA PASS THROUGH REVENUE	\$ -
60-36-22	WPA PASS THROUGH REVENUE	\$ -
60-36-23	DWRF GRANT (PRINCIPAL LOAN FORGIVENESS)	\$ -
60-36-24	DOLA URS PASS THROUGH REVENUE	\$ -
60-36-25	LOAN FUNDS	\$ 5,257,000.00
60-36-28	WATERSMART GRANT REVENUE	\$ 250,000.00
60-36-30	GRANT FUNDS	\$ 1,352,000.00
60-36-31	CAPITAL CONTRIBUTIONS	\$ -
	Subgroup : Total Revenue¹	\$ 8,271,000.00

WATER		
WATER UTILITY PERSONNEL SERVICES		
60-50-02	TRUSTEE/ADMIN SALARIES	\$ 48,600.00
60-50-03	SALARIES & WAGES	\$ 289,000.00
60-50-04	EMPLOYER FICA	\$ 22,000.00
60-50-05	EMPLOYER MEDICARE	\$ 5,200.00
60-50-06	UNEMPLOYMENT TAX	\$ 750.00
60-50-07	INSURANCE BENEFITS	\$ 70,500.00
60-50-08	RETIREMENT BENEFITS	\$ 18,000.00
60-50-09	LIFE/DISABILITY INSURANCE	\$ 900.00
60-50-10	WORKMEN'S COMPENSATION	\$ 6,500.00
60-50-13	OVERTIME & ON-CALL	\$ 31,000.00
	Subgroup : Personnel Services	\$ 492,450.00
WATER		
WATER UTILITY OPERATING EXPENSES		
60-50-14	CHEMICALS	\$ 15,000.00
60-50-15	OFFICE SUPPLIES	\$ 4,500.00
60-50-16	OPERATING SUPPLIES	\$ 15,000.00
60-50-17	POSTAGE	\$ 4,500.00
60-50-19	UNIFORMS	\$ 2,000.00
60-50-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 175,000.00
60-50-21	AUDIT & BUDGET EXPENSE	\$ 25,000.00
60-50-22	REPAIRS & MAINTENANCE	\$ 25,000.00
60-50-23	VEHICLE EXPENSE	\$ 12,000.00
60-50-24	RENTALS	\$ 2,000.00

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET
WATER		
WATER UTILITY OPERATING EXPENSES		
60-50-25	SHOP EXPENSE	\$ 8,000.00
60-50-26	TRAVEL, MEETINGS & TRAININGS	\$ 4,500.00
60-50-27	INSURANCE & BONDS	\$ 21,500.00
60-50-28	UTILITIES	\$ 28,000.00
60-50-29	TELEPHONE & INTERNET	\$ 8,000.00
60-50-30	PUBLISHING ADS	\$ 500.00
60-50-31	DUES & SUBSCRIPTIONS	\$ 20,500.00
60-50-32	FEES & PERMITS	\$ 4,000.00
60-50-33	DATA PROCESSING	\$ 7,500.00
60-50-40	MISCELLANEOUS	\$ 1,000.00
60-50-41	WRITEOFF - UNCOLLECTABLE	\$ 1,500.00
60-50-42	CONTRACT SERVICES	\$ 7,000.00
60-50-44	NORRIS RETIREMENT	\$ 7,500.00
60-50-50	CWRPDA PRINCIPAL	\$ 615,000.00
60-50-51	CWRPDA INTEREST	\$ -
60-50-52	WPA LOAN PRINCIPAL	\$ -
60-50-53	WPA LOAN INTEREST	\$ -
60-50-54	DEBT SERVICE	\$ -
60-50-55	LOAN PRINCIPAL	\$ 72,500.00
60-50-56	LOAN INTEREST	\$ 42,000.00
60-50-57	INTEREST ON LEASE	\$ -
60-50-60	WATER STORAGE EXPENDITURE	\$ -
Subgroup : Water Operating Expenditures		1,129,000.00

WATER		
WATER UTILITY CAPITAL OUTLAY & TRANSFERS		
60-50-69	RAW WATER METERING	\$ 250,000.00
60-50-70	CAPITAL OUTLAY	\$ 300,000.00
60-50-71	PASS THROUGH ACCOUNT	\$ -
60-50-72	WATER TANK RELINING	\$ 1,200,000.00
60-50-73	WEST LOOP IMPROVEMENT PROJECT	\$ 4,320,000.00
60-50-74	WATERSMART GRANT	\$ 425,000.00
60-50-75	GRANT PROJECTS	\$ 50,000.00
60-50-76	BUILDING IMPROVEMENTS	\$ 164,000.00
60-50-77	MACHINERY & EQUIPMENT	\$ 150,000.00
60-50-99	TRANSFERS	\$ -
Subgroup : Water Capital Outlay & Transfers		\$ 6,859,000.00

WATER		
WATER UTILITY DEPRECIATION		
60-59-99	DEPRECIATION	\$ -
Subgroup : Water Depreciation		\$ -

<u>WATER FUND</u>		
TOTAL REVENUES		\$ 8,271,000.00
TOTAL EXPENDITURES		\$ (8,480,450.00)
NET INCOME (LOSS) - Water Utility		\$ (209,450.00)
UNRESTRICTED FUND BALANCE STARTING		\$ 1,594,094.00
UNRESTRICTED FUND BALANCE ENDING		\$ 1,384,644.00

ACCOUNT	DESCRIPTION	ADOPTED FY-26 BUDGET	FEBRUARY 28TH ACTUAL
WASTEWATER			
WASTEWATER UTILITY REVENUE			
70-37-01	SEWER BASE CHARGE	\$ 782,000.00	\$ 130,792.19
70-37-04	SEWER TAPS	\$ -	\$ -
70-37-05	SEWER RENTAL PROPERTY	\$ -	\$ -
70-37-07	SALES & SERVICE	\$ -	\$ -
70-37-08	PASS THROUGH FUNDS	\$ -	\$ -
70-37-09	INTEREST INCOME	\$ 30,000.00	\$ 2,451.25
70-37-10	WWTP PAYBACK FUND	\$ -	\$ -
70-37-11	WWTP PAYBACK INTEREST	\$ -	\$ -
70-37-12	RENTS	\$ -	\$ -
70-37-13	GRANT REVENUE	\$ 5,000.00	\$ -
70-37-14	MISCELLANEOUS REVENUE	\$ -	\$ -
	Subgroup : Total Revenue	\$ 817,000.00	\$ 133,243.44
WASTEWATER			
WASTEWATER UTILITY PERSONNEL SERVICES			
70-51-02	TRUSTEE/ADMIN SALARIES	\$ 48,600.00	\$ 5,157.36
70-51-03	SALARIES & WAGES	\$ 287,000.00	\$ 29,588.83
70-51-04	EMPLOYER FICA	\$ 22,000.00	\$ 2,153.16
70-51-05	EMPLOYER MEDICARE	\$ 5,100.00	\$ 503.57
70-51-06	UNEMPLOYMENT TAX	\$ 700.00	\$ 69.46
70-51-07	INSURANCE BENEFITS	\$ 70,000.00	\$ 8,410.42
70-51-08	RETIREMENT BENEFITS	\$ 17,700.00	\$ 1,363.45
70-51-09	LIFE/DISABILITY INSURANCE	\$ 850.00	\$ -
70-51-10	WORKMEN'S COMPENSATION	\$ 5,900.00	\$ 994.39
70-51-11	OVERTIME & ON-CALL	\$ 17,300.00	\$ 826.86
	Subgroup : Personnel Services	\$ 475,150.00	\$ 49,067.50
WASTEWATER			
WASTEWATER UTILITY OPERATING EXPENSES			
70-51-14	CHEMICALS	\$ 15,500.00	\$ 1,677.32
70-51-15	OFFICE SUPPLIES	\$ 1,000.00	\$ 14.40
70-51-16	OPERATING SUPPLIES	\$ 5,000.00	\$ 961.36
70-51-17	POSTAGE	\$ 3,500.00	\$ 378.42
70-51-19	UNIFORMS	\$ 2,000.00	\$ -
70-51-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 65,000.00	\$ 4,322.05
70-51-21	AUDIT & BUDGET EXPENSE	\$ 11,000.00	\$ -
70-51-22	REPAIRS & MAINTENANCE	\$ 25,000.00	\$ -
70-51-23	VEHICLE EXPENSE	\$ 11,000.00	\$ 619.32
70-51-24	RENTALS	\$ 2,500.00	\$ -
70-51-25	SHOP EXPENSE	\$ 2,500.00	\$ 93.37
70-51-26	TRAVEL, MEETINGS & TRAININGS	\$ 3,000.00	\$ 50.00
70-51-27	INSURANCE & BONDS	\$ 15,500.00	\$ 4,491.81
70-51-28	UTILITIES	\$ 45,000.00	\$ 4,466.87
70-51-29	TELEPHONE & INTERNET	\$ 3,750.00	\$ 236.29
70-51-30	PUBLISHING ADS	\$ 150.00	\$ -
70-51-31	DUES & SUBSCRIPTIONS	\$ 18,000.00	\$ 1,463.50

ACCOUNT	DESCRIPTION	ADOPTED FY-26 BUDGET	FEBRUARY 28TH ACTUAL
WASTEWATER			
WASTEWATER UTILITY OPERATING EXPENSES			
70-51-32	FEES & PERMITS	\$ 3,600.00	\$ -
70-51-33	DATA PROCESSING	\$ 7,500.00	\$ 1,113.00
70-51-40	MISCELLANEOUS	\$ 5,000.00	\$ -
70-51-41	WRITEOFF - UNCOLLECTABLE	\$ 500.00	\$ -
70-51-42	CONTRACT SERVICES	\$ 5,000.00	\$ -
70-51-43	GAUGING STATION	\$ 5,000.00	\$ -
70-51-44	NORRIS RETIREMENT	\$ 7,500.00	\$ 1,120.00
70-51-50	DOLA PRINCIPAL & INTEREST	\$ -	\$ -
70-51-51	RURAL DEVELOPMENT PRINCIPAL & INTEREST	\$ 78,000.00	\$ -
70-51-52	WWTP PAYBACK FUND EXPENDITURES	\$ -	\$ -
70-51-53	ISSUANCE COSTS	\$ -	\$ -
70-51-54	DEBT RESERVE	\$ -	\$ -
	Subgroup : Operating Expenses	\$ 341,500.00	\$ 21,007.71
WASTEWATER			
WASTEWATER UTILITY CAPITAL OUTLAY & TRANSFERS			
70-51-70	CAPITAL OUTLAY	\$ 15,000.00	\$ 30.53
70-51-71	PASS THROUGH FUNDS	\$ -	\$ -
70-51-72	ASSET REPLACEMENT RESERVE	\$ -	\$ -
70-51-73	PASS THROUGH OPERATING	\$ -	\$ -
70-51-74	SEWER LINE IMPROVEMENTS	\$ 12,000.00	\$ -
70-51-75	GRANT PROJECTS	\$ 5,000.00	\$ -
70-51-76	BUILDING IMPROVEMENTS	\$ 7,500.00	\$ 504.56
70-51-77	MACHINERY & EQUIPMENT	\$ 22,350.00	\$ 846.89
70-51-99	TRANSFERS	\$ -	\$ -
	Subgroup : Wastewater Capital Outlay & Transfers	\$ 61,850.00	\$ 1,381.98
WASTEWATER			
WASTEWATER UTILITY DEPRECIATION			
70-59-99	DEPRECIATION	\$ -	\$ -
	Subgroup : Wastewater Depreciation	\$ -	\$ -
WASTEWATER FUND			
TOTAL REVENUES		\$ 817,000.00	\$ 133,243.44
TOTAL EXPENDITURES		\$ (878,500.00)	\$ (71,457.19)
NET INCOME (LOSS) - Wastewater Utility		\$ (61,500.00)	\$ 61,786.25
UNRESTRICTED FUND BALANCE STARTING		\$ 437,370.00	\$ 437,370.00
UNRESTRICTED FUND BALANCE ENDING		\$ 375,870.00	\$ 499,156.25

ACCOUNT	DESCRIPTION	ADOPTED FY-26 BUDGET	FEBRUARY 28TH ACTUAL
SANITATION			
SANITATION REVENUE			
80-30-02	TRASH CHARGES	\$ 375,000.00	\$ 61,285.71
80-30-03	BULK TRASH CHARGE	\$ 3,500.00	\$ 120.00
80-30-04	TIRE PICK UP	\$ -	\$ -
80-30-05	TRANSFER REVENUE	\$ -	\$ -
	Subgroup : Total Revenue	\$ 378,500.00	\$ 61,405.71
SANITATION			
SANITATION PERSONNEL SERVICES			
80-52-02	CONTRACT/ADMIN SALARIES	\$ 9,400.00	\$ 862.77
80-52-03	SALARIES & WAGES	\$ 143,000.00	\$ 13,282.86
80-52-04	EMPLOYER FICA	\$ 9,500.00	\$ 867.76
80-52-05	EMPLOYER MEDICARE	\$ 2,250.00	\$ 202.95
80-52-06	UNEMPLOYMENT TAX	\$ 350.00	\$ 27.98
80-52-07	INSURANCE BENEFITS	\$ 32,500.00	\$ 2,447.48
80-52-08	RETIREMENT BENEFITS	\$ 7,750.00	\$ 450.97
80-52-09	LIFE/DISABILITY INSURANCE	\$ 450.00	\$ -
80-52-10	WORKMEN'S COMPENSATION	\$ 4,800.00	\$ 841.41
80-52-11	OVERTIME & ON-CALL	\$ 6,500.00	\$ 224.94
	Subgroup : Personnel Services	\$ 216,500.00	\$ 19,209.12
SANITATION			
SANITATION OPERATING EXPENSES			
80-52-15	OFFICE SUPPLIES	\$ 1,000.00	\$ 14.40
80-52-16	OPERATING SUPPLIES	\$ 1,500.00	\$ 65.98
80-52-17	POSTAGE	\$ 2,600.00	\$ 378.43
80-52-19	UNIFORMS	\$ 2,000.00	\$ -
80-52-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 20,000.00	\$ 2,906.06
80-52-21	AUDIT & BUDGET EXPENSE	\$ 4,800.00	\$ -
80-52-22	REPAIRS & MAINTENANCE	\$ 7,500.00	\$ -
80-52-23	VEHICLE EXPENSE	\$ 20,000.00	\$ 3,733.69
80-52-24	RENTALS	\$ -	\$ -
80-52-25	SHOP EXPENSE	\$ 3,000.00	\$ 93.37
80-52-26	TRAVEL, MEETINGS & TRAININGS	\$ 3,000.00	\$ 50.00
80-52-27	INSURANCE & BONDS	\$ 11,000.00	\$ 3,862.79
80-52-28	UTILITIES	\$ 2,500.00	\$ 406.33
80-52-29	TELEPHONE & INTERNET	\$ 3,500.00	\$ 235.26
80-52-30	PUBLISHING ADS	\$ 200.00	\$ -
80-52-31	DUES & SUBSCRIPTIONS	\$ 11,500.00	\$ 717.21
80-52-32	FEES & PERMITS	\$ -	\$ -
80-52-33	DATA PROCESSING	\$ 7,500.00	\$ 1,113.00
80-52-40	MISCELLANEOUS	\$ -	\$ -
80-52-41	WRITEOFF - UNCOLLECTABLE	\$ -	\$ -
80-52-42	LANDFILL FEES	\$ 51,400.00	\$ 2,757.75
80-52-43	CLEAN UP DAYS	\$ -	\$ -
	Subgroup : Operating Expenses	\$ 153,000.00	\$ 16,334.27

ACCOUNT	DESCRIPTION	ADOPTED FY-26 BUDGET	FEBRUARY 28TH ACTUAL
SANITATION			
SANITATION CAPITAL OUTLAY & TRANSFERS			
80-52-70	CAPITAL OUTLAY	\$ 50,000.00	\$ 45,972.80
80-52-71	PASS THROUGH FUNDS	\$ -	\$ -
80-52-75	GRANT PROJECTS	\$ -	\$ -
80-52-76	BUILDING IMPROVEMENTS	\$ 2,500.00	\$ -
80-52-77	MACHINERY & EQUIPMENT	\$ 20,500.00	\$ 846.89
80-52-99	TRANSFERS	\$ -	\$ -
	Subgroup : Sanitation Capital Outlay & Transfers	\$ 73,000.00	\$ 46,819.69
SANITATION			
SANITATION DEPRECIATION			
80-59-99	DEPRECIATION		
	Subgroup : Sanitation Depreciation	\$ -	\$ -
SANITATION FUND			
TOTAL REVENUES		\$ 378,500.00	\$ 61,405.71
TOTAL EXPENDITURES		\$ 442,500.00	\$ 82,363.08
NET INCOME (LOSS) - Sanitation Utility		\$ (64,000.00)	\$ (20,957.37)
UNRESTRICTED FUND BALANCE STARTING		\$ 234,560.00	\$ 234,560.00
UNRESTRICTED FUND BALANCE ENDING		\$ 170,560.00	\$ 213,602.63

ACCOUNT	DESCRIPTION	ADOPTED FY-26 BUDGET
NFV AIRPORT		
	NVF AIRPORT REVENUE	
50-31-06	AIRPORT REVENUE	\$ 7,650.00
50-31-15	TRANSFER FROM GENERAL FUND	\$ -
50-31-16	CAPITAL IMPROVEMENT FUND - AIRPORT GRANTS	\$ -
	Subgroup : Total Revenue	\$ 7,650.00
NFV AIRPORT		
	NFV AIRPORT CAPITAL OUTLAY & TRANSFERS	
50-32-70	CAPITAL OUTLAY	\$ 75,000.00
80-52-71	PASS THROUGH FUNDS	\$ -
80-52-75	GRANT PROJECTS	\$ -
80-52-76	BUILDING IMPROVEMENTS	\$ -
80-52-77	MACHINERY & EQUIPMENT	\$ -
80-52-99	TRANSFERS	\$ -
	Subgroup : NFV Capital Outlay & Transfers	\$ 75,000.00
NFV AIRPORT		
	NFV AIRPORT DEPRECIATION	
80-59-99	DEPRECIATION	\$ -
	Subgroup : NFV Depreciation	\$ -
NFV AIRPORT		
TOTAL REVENUES		\$ 7,650.00
TOTAL EXPENDITURES		\$ (75,000.00)
NET INCOME (LOSS) - NFV CAPITAL IMPROVEMENT FUND		\$ (67,350.00)
	UNRESTRICTED FUND BALANCE BEGINNING	\$ 67,842.00
	UNRESTRICTED FUND BALANCE ENDING	\$ 492.00



Town of Paonia
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MEMORANDUM

TO: **Mayor & Board of Trustees**
FROM: Ashley Rodarte, Payroll and Accounting Specialist
DATE: 2/26/2026
SUBJECT: **Informational update of the Welcome to Paonia: Entry Beautification and Cultural Expression Project**

BACKGROUND

The Board of Trustees passed Resolution 2018-10, finding that it would be in the Town's best interest to work with North Fork Valley Creative Coalition to hire C+B Design LLC for the implementation of the wayfinding and signage plan. In 2018, the Welcome to Paonia sign was gifted by Brushmasters Getaway and installed along Highway 133, west of Paonia. In 2019, another Welcome to Paonia sign was commissioned by Kate Morrison and installed on Highway 133, east of Paonia. In 2020, the Town of Paonia and North Fork Valley Creative Coalition commissioned a sign for Poulos Park, fabricated by Ira Houseweart. In 2023, the Town of Paonia and North Fork Valley Creative Coalition commissioned a directional wayfinding sign at the corner of Grand Avenue and 3rd Street. This was fabricated by Ira Houseweart, Josh Milner and North Rim Glass Studios.



PROJECT SUMMARY

The Town applied for a community development mini grant with Region 10. The Town was awarded the grant for \$10,000.00, with the Town matching \$12,500.00 for the project. The scope of this project is to update and improve the Welcome to Paonia signs at the entrances into Town, conduct an artist contest for designs that will be produced into banners for the Town and fabrication of directional parking signs from the wayfinding plan.

BANNER ART CONTEST

An art contest will be held by the Town of Paonia, asking participants to submit two individual designs for banners that will replace the ones currently posted along Grand Avenue. The artists will submit a design for the Spring/Summer seasons



and another for the Fall/Winter seasons. The intention of this contest is to provide local artists with the opportunity to have their art produced and displayed in the core shopping district. The deadline for all entries to be submitted would be in early April. The top 3 contestants will then be chosen by a polling survey open to the community. The banners would then be ordered through a manufacturer, providing a 5-year warranty. Finalization of the rules and guidelines will be established over the next week. An information flyer will be provided soon.

PUBLIC PARKING DIRECTIONAL SIGNS

Ira Houseweart has been commissioned to fabricate 3 public parking directional signs. These will be posted at the entrance of the parking lot along Main Street, at the corner of Main Street and 2nd Street, and possibly at the corner of Main Street and 3rd Street. These signs will be 9 feet tall and feature hand sculpted art for the “P” for parking and the directional arrow and well as incorporating blown glass or recycled glass discs. This is the final design that comes for the Wayfinding Plan. Keeping consistent with the directional sign at Grand Avenue and 3rd Street and the Poulos Park sign.



WELCOME TO PAONIA SIGNS ALONG HIGHWAY 133

The two “Welcome to Paonia” signs were inspected to gauge how much maintenance was going to be necessary. It was determined that the sign to the east of Town had been impacted more significantly by weather and other natural elements, that it should be replicated on new materials and better protected from UV damage. The sign on the west side of Town was in much better condition. In the effort to be consistent, it was suggested to replicate the sign



with the new materials and the protective treatment as well. The lights have been ordered for both signs, are solar powered and dark skies compliant. These lights offer a sustainable, low maintenance solution for outdoor illumination. The lights will be on from dusk to dawn with the first 5 hours at full brightness and dims to 20% for the remaining charge. It was also determined that the sign on the west side of Town would need additional structure added to the top portion of the sign to support the lights.

In Public Service,

Ashley Rodarte





MEMORANDUM

TO: **Board of Trustees, Residents of Paonia, and Staff**
FROM: Stefen Wynn, Town Administrator & Treasurer
DATE: 3/4/2026
SUBJECT: Residential Trash Can Standardization Rollout Plan

I. PURPOSE

This memorandum establishes the operational, administrative, and communication framework for the distribution of standardized residential trash cans within the Town of Paonia. The objective of the program is to ensure an efficient, accurate, and fully documented deployment aligned with existing sanitation service levels and utility billing records.

The Town will distribute standardized trash cans to all residential sanitation customers based on their current level of service. Each trash can will be pre-labeled with the service address, include a unique serial number, and be assigned to the property rather than to an individual customer. Distribution will be completed by Town staff, and no action is required from residents.

II. DISTRIBUTION SCHEDULE

Implementation of the program will occur over the course of March 2026 in coordination with existing Public Works sanitation service schedules.

During the week of March 2, 2026, the Town will begin the public communication rollout. Door hanger bags containing full color informational flyers will be distributed to all residential customers to provide advance notice of the program prior to can delivery.

Physical distribution of cans will begin on March 11, 2026, aligned with the Public Works sanitation service schedule. Initial rollout will coincide with Wednesday service routes, and deployment will continue throughout the month.

Distribution will continue from March 11 through March 31, 2026, with ongoing weekly deployment until all residential customers have received standardized trash cans.

If a customer hasn't received their can and it's still the month of March, they can expect that they'll get it before the month is passed.

By April 1, 2026, all residential customers are expected to be equipped with their assigned cans. Residents who have not received a trash can by April 1st are instructed to contact Town Hall at (970) 527 4101.

III. ASSET TRACKING AND ADMINSTRATIVE PROCESSING

A structured asset tracking system will be implemented to ensure accountability and proper integration with the Town's utility billing system.

During field deployment, staff will record each trash can's unique serial number and match it to the corresponding service address. The information will be entered into a centralized tracking spreadsheet. As part of the deployment process, the service address will also be painted on the trash cans.

Following field data collection, the tracking spreadsheet will be provided to Ashley for administrative processing. The data will be uploaded and reconciled within the Caselle utility billing system so that each utility account is linked to its assigned trash can or cans.

This process establishes a long-term asset management framework that supports accurate billing alignment, inventory accountability, and replacement tracking.

Service level changes must be recorded on the tracking spreadsheet on a permanent basis. The spreadsheet will be housed in Laserfiche under Public Works > Sanitation. If a service level change is made to the spreadsheet, Daoine or office staff will notify Rodney, Public Works Supervisor, by email or text message.

IV. PUBLIC COMMUNICATION

Public communication regarding the program will be proactive, uniform, and completed prior to the physical rollout of trash cans.

Notification will be delivered through door hanger bags placed at each residential property. Each bag will include a full-colored informational flyer describing the program and providing key operational details, see the attachment to this report for the flyer.

Communication materials emphasize that no action is required from customers, that trash cans are assigned based on existing service levels, and that the rollout will occur throughout the month of March. Materials also explain the ownership and maintenance expectations associated with the standardized cans.

Public communication will begin the week of March 2nd, 2026, ensuring residents receive notice prior to the start of distribution.

V. IMPLEMENTATION APPROACH

The program has been designed to minimize disruption and eliminate administrative burden on residents. Trash cans will be delivered automatically based on current utility billing records without the need for applications, requests, or confirmations from customers.

Advance communication coordinated distribution through existing service schedules, and centralized administrative tracking will ensure a seamless transition to the standardized system.

VI. PROGRAM COMPLETION

Upon completion of the rollout, all residential properties will be verified as having received their assigned trash cans. The asset tracking spreadsheet will be fully reconciled, and the Caselle utility billing system updated to reflect all assigned inventory.

Any discrepancies identified during reconciliation will be corrected after to April 1, 2026, ensuring that the Town's sanitation system reflects accurate and complete inventory records for all residential customers.



Trash Can Standardization Program



What to Expect

The Town is providing standardized trash cans to all residential customers based on your current level of service.

YOU DON'T NEED TO DO ANYTHING. CANS ARE PROVIDED AT NO COST TO YOU

Important Information



Each can is assigned to your address & tracked by serial number



Cans remain the property of the Town of Paonia



If you move, the can stays with the property



Missing cans may result in a replacement charge



The Town handles routine maintenance (including wheels, lids, and normal wear & tear)



Customers may be charged for damage due to intentional misuse or gross negligence (ex. hot ashes/coals)



Keep your old cans for yard waste - Continue putting out with your normal trash day

Cans will be delivered to your address throughout March

Your Assigned Service Level



Single-Can Service (by agreement)
One 35-Gallon Trash Can



Standard Service (2-3 Cans)
One 95-Gallon Trash Can



Heavy-User Service (3+ Cans)
Two 95-Gallon Trash Can

**STAY INFORMED
SIGNUP FOR
TEXTMYGOV**



TextMyGov



Contact Us

(970) 527-4101

Paonia@TownofPaonia.com



Paonia Police Department

DEPARTMENT BRIEFING: SUMMARY OF PROGRESS

03/01/2026

- ☐ The department completed Victims' Rights Training in collaboration with Hotchkiss PD and Cedaredge PD. This training is mandatory and part of the Victim Assistance and Law Enforcement "VALE" Grant program. The program provides grant funding to agencies that provide services to crime victims within Local Judicial Districts based on money collected from certain crimes.
- ☐ Employee "Individual Development Plans" are being completed by all members of the department. These plans help set future department goals and play a part in department growth and development. IDP's should be completed by the end of the month.
- ☐ Department personnel received training on the RFP & RFQ process for bidnet. The Department is drafting an RFQ to explore the options available for purchasing a patrol car.
- ☐ The department currently has two officers in training. The training program has multiple phases and takes approximately 17 weeks to complete. This timeline is dependent upon individual progress and availability of training opportunities.

Paonia Police Department

Law Incident Table, by Date and Time

Date Occurred: 02/01/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:10:00	Extra Patrol	PAONIA AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 02/02/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:49:25	CIVIL PROBLEM	BOX ELDER AVE, Paonia, CO	PPD	PPD	
14:42:42	SUSPICIOUS	5TH ST, Paonia, CO	PPD	PPD	
17:53:41	CITIZEN ASSIST	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 02/03/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:14:33	CIVIL PROBLEM	GRAND AVE, Paonia, CO	PPD	PPD	
11:51:05	TrafficAccident	3RD ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 02/04/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:56:00	Code Enforce	3RD ST, Paonia, CO	PPD	PPD	
18:09:02	Information	GRANGE RD, Paonia, CO	PPD	DIST3	
21:18:32	Disturbance	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 02/05/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:59:51	THEFT	ORCHARD AVE, Paonia, CO	PPD	PPD	
10:10:47	UNATTEND DEATH	VISTA DR, Paonia, CO	PPD	PPD	
11:57:28	WELFARE CHECK	4TH ST, Paonia, CO	PPD	PPD	UTL
16:30:41	Parking Problem	3RD ST, Paonia, CO 617	PPD	PPD	WW
19:18:47	Information	4TH ST, Paonia, CO	PPD	PPD	
19:18:47	WELFARE CHECK	4TH ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 6					

Law Incident Table, by Date and Time

Date Occurred: 02/06/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:42:41	ANIMAL CONTROL	NORTH FORK AVE, Paonia, CO	PPD	PPD	CIT
14:00:55	VIN INSPECTION	GRAND AV Paonia, CO	PPD	PPD	
14:09:10	TrafficAccident	GRAND AVE, Paonia, CO	PPD	PPD	
16:47:25	Information	5TH ST, Paonia, CO	PPD	PPD	
20:31:06	LOST/FOUND PROP	4th ST, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 5

Date Occurred: 02/07/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
19:19:51	WELFARE CHECK	4TH ST, Paonia, CO	PPD	PPD	
20:10:36	Traffic Stop	ONARGA AVE, Paonia, CO	PPD	PPD	CIT
22:08:36	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT

Total Incidents for this Date: 3

Date Occurred: 02/08/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:40:10	Disturbance	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	UNF
16:08:04	AGENCY ASSIST	FARMERS MINE RD, Paonia, CO	PPD	DIST3	AA
20:55:38	Disturbance	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
21:41:32	WELFARE CHECK	DELTA AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 4

Date Occurred: 02/09/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:02:52	Ped Contact	4th ST Paonia, CO	PPD	PPD	
13:22:58	VIN INSPECTION	GRAND AVE., Paonia, CO	PPD	PPD	
13:33:58	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
15:04:43	LOST/FOUND PROP	GRAND AVE, Paonia, CO	PPD	PPD	
19:02:51	WELFARE CHECK	NORTH FORK AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 5

Date Occurred: 02/10/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:17:31	Traffic Stop	PRICE RD & SAMUEL WADE RD, Paonia, CO	PPD	PPD	

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>
08:25:52	LOST/FOUND PROP	GRAND AVE, Paonia, CO	PPD	PPD	
09:48:54	Traffic Stop	Samuel Wade RD, Paonia, CO	PPD	PPD	WW
10:32:57	Traffic Stop	Samuel Wade Rd., Paonia, CO	PPD	PPD	WW
12:17:39	VIN INSPECTION	GRAND AVE Paonia, CO	PPD	PPD	
16:21:32	Code Enforce	3RD ST, Paonia, CO	PPD	PPD	WW
16:30:47	Code Enforce	3RD ST & POPLAR AVE, Paonia, CO	PPD	PPD	WW
17:04:42	Code Enforce	NORTH FORK AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 8					

Date Occurred: 02/11/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:53:26	Juvenile Prob	GRAND AVE, Paonia, CO	PPD	PPD	
10:42:06	ALARM	DELTA AVE, Paonia, CO	PPD	PPD	
10:50:40	HARASSMENT	BOX ELDER AVE, Paonia, CO	PPD	PPD	
12:16:37	SUSPICIOUS	GRAND AVE, Paonia, CO	PPD	PPD	
14:05:43	CITIZEN ASSIST	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 5

Date Occurred: 02/13/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:36:18	LOST/FOUND PROP	GRAND AVE, Paonia, CO	PPD	PPD	
14:14:35	Traffic Stop	ONARGA AVE, Paonia, CO	PPD	PPD	CIT

Total Incidents for this Date: 2

Date Occurred: 02/14/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:43:37	SUSPICIOUS	3RD ST, Paonia, CO	PPD	PPD	
17:04:58	TrafficAccident	DORRIS AVE, Paonia, CO	PPD	PPD	CIT

Total Incidents for this Date: 2

Date Occurred: 02/15/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:37:57	DOMESTIC	OAK AVE, Paonia, CO	PPD	PPD	A

Total Incidents for this Date: 1

Date Occurred: 02/16/26

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>
07:59:19	Traffic Stop	NIAGARA AVE & 1ST ST, Paonia, CO	PPD	PPD	VW
08:37:48	Traffic Stop	NIAGARA AVE & 1ST ST, Paonia, CO	PPD	PPD	VW
08:52:56	Traffic Stop	NIAGARA AVE & 1ST ST, Paonia, CO	PPD	PPD	VW
09:11:59	Traffic Stop	NIAGARA AVE & 1ST ST, Paonia, CO	PPD	PPD	VW
Total Incidents for this Date: 4					

Date Occurred: 02/17/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:59:21	Traffic Stop	1ST ST & NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
14:03:16	VIN INSPECTION	ORCHARD AVE, Paonia, CO	PPD	PPD	
15:31:05	TRESPASS	MAIN AVE, Paonia, CO	PPD	PPD	WW
Total Incidents for this Date: 3					

Date Occurred: 02/18/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
06:53:05	Traffic Stop	SAMUEL WADE RD & PRICE RD, Paonia, CO	PPD	PPD	CIT
07:48:13	Traffic Stop	1ST ST & NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
10:31:55	Traffic Stop	100 BLOCK OF NIAGARA, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 3					

Date Occurred: 02/19/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:17:33	Information	GRAND AVE Paonia, CO	PPD	PPD	
13:38:13	VIN INSPECTION	2ND ST, Paonia, CO	PPD	PPD	
20:15:51	CIVIL PROBLEM	GRAND AVE, Paonia, CO	PPD	PPD	
22:59:02	SUSPICIOUS	2ND ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 4					

Date Occurred: 02/20/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:01:34	VIN INSPECTION	GRAND AVE Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 02/21/26

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:13:00	AGENCY ASSIST	OAK AVE, Paonia, CO	PPD	PPD	AA
17:30:15	Traffic Stop	NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
20:25:43	DUI	3RD ST, Paonia, CO	PPD	PPD	A

03/03/26

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>
Total Incidents for this Date: 3					
Date Occurred: 02/23/26					
<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:40:17	SUSPICIOUS	GRAND AVE, Paonia, CO	PPD	PPD	
13:47:13	Information	GRAND AVE, Paonia, CO	PPD	PPD	
20:56:51	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 3					
Date Occurred: 02/24/26					
<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:16:54	Information	DELTA AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					
Date Occurred: 02/25/26					
<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:35:02	Traffic Stop	3RD ST & GRAND AVE, Paonia, CO	PPD	PPD	CIT
15:05:03	LOST/FOUND PROP	GRAND AVE, Paonia, CO	PPD	PPD	
16:05:22	Parking Problem	MAIN AVE, Paonia, CO	PPD	PPD	
17:06:55	Traffic Stop	3RD ST & POPLAR AVE, Paonia, CO	PPD	PPD	CIT
17:59:00	Traffic Stop	NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 5					
Date Occurred: 02/26/26					
<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:04:03	Traffic Stop	NIAGARA AVE, Paonia, CO	PPD	PPD	A
11:03:11	DRUG VIOLATION	1ST ST & NIAGARA AVE, Paonia, CO	PPD	PPD	A
16:56:17	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	DIST3	CIT
18:03:10	Traffic Stop	3RD ST & OAK AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 4					
Date Occurred: 02/27/26					
<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
17:24:51	AGENCY ASSIST	GRANGE RD, Paonia, CO	PPD	DIST3	AA
Total Incidents for this Date: 1					
Total reported: 82					
Report Includes:					
All dates between `00:00:01 02/01/26` and `00:00:01 02/28/26`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities					

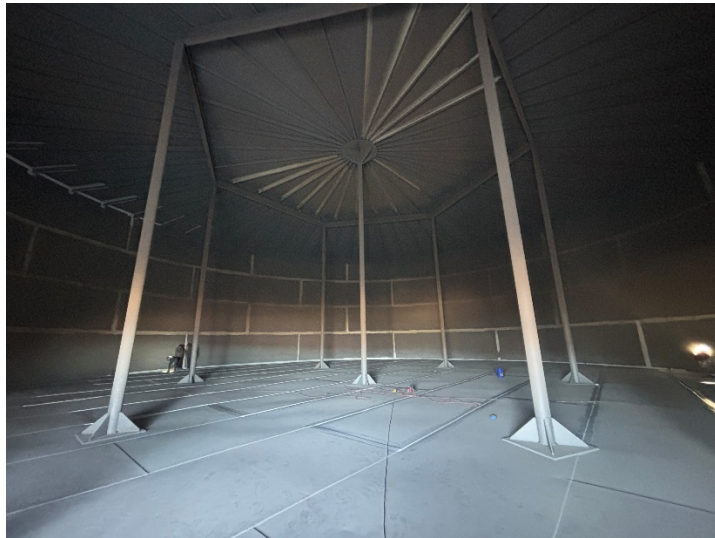
A-4, AA-3, CIT-16, UNF-1, UTL-1,VW-4, WW-6

A=ARREST, AA=AGENCY ASSIST, CIT=CITATION, UNF=UNFOUNDED, UTL=UNABLE TO LOCATE
VW=VERBAL WARNING, WW=WRITTEN WARNING

February 2026

Water

2M Tank update



Been moving forward with the cellular read pilot program – installing various places around town



Wastewater

Gate is up!



Streets

Stewart Ditch Update



Pedestrian Crossings



Sign Replacement Project



Tree Removal on Main



Parks

Apple Valley Parking lot



Trash

Trash cans



Other

Fire training





Town of Paonia
Office of the Town Clerk
Samira M Vetter, CMC
214 Grand Ave.
P.O. Box 460
Paonia, CO 81428
O: (970) 527-4101
C: (970) 742-4658

March 5th, 2026

Abreaze Parra
14134 Burgess Lane
Paonia, CO 81428

Re: Preliminary Findings and Report

Ms. Parra,

You are hereby advised that an investigation has been made regarding your application for a Transfer of Ownership for a Berr & Wine Liquor License from Aspen Yoda, INC dba as Louie's Pizza My Heart to Good Love LLC dba Stealys. Based on the results thereof, the following has been determined.

1. The location of the premises for which the license is sought is 202 Grand Avenue, Paonia, CO and the full application was received on February 20, 2026.
2. In the two years preceding the date of the application, there has not been the denial of any liquor license application for the reason that need and desires requirements of the neighborhood were by already met by other existing licenses. In fact, the location has been legally licensed for multiple years.
3. It appears from the application documents that you are entitled to possession of the premises where you propose to exercise the license applied for and that the possession will continue throughout the initial term of the license applied for and the=at the premises will continue throughout the initial term of the license and that the land lord of said premises is in agreement to the transfer of their existing liquor license.
4. The sale of liquor at the proposed premises is not a violation of the Town of Paonia zoning, building and fire laws or regulations.
5. The proposed location does not appear to be within 350 ft from any public or private school or the principal campus of any college, university or seminary.
6. The 'needs and desires' of the neighborhood have already been established by the existing liquor license.

7. The background investigation results from the CBI and FBI have produced no results which would cause the character of the applicant to be at issue as part of hearing.
8. The notice of the Public Hearing was physically posted at the location on February 28, 2026, at Town Hall February 26, 2026 and published in the Delta County Independent on February 26, 2026 and notices were mailed to property owners within 200 feet before February 28, 2026.

The Public Hearing on your application has been set for Tuesday March 10, 2026, beginning at 6:30 pm or shortly thereafter. The hearing will take place in the Board Room at Town Hall, 214 Grand Avenue in Paonia. At the hearing you shall have the opportunity to be heard regarding all matters of consideration of your application. Be advised that you, as the applicant, are burdened with persuading the Board of Trustees, who are the Liquor Licensing Authority, that the granting of this license will meet the needs of the Neighborhood and desires of the adult inhabitants of Neighborhood. Should you have any questions or concerns regarding the procedure involved in this public hearing, please feel free to contact me at (970) 527-4101 or samirav@townofpaonia.com.



Samira M Vetter, CMC
Paonia Town Clerk

Fermented Malt Beverage/Fermented Malt Beverage and Wine Retailer License Application

This application only applies to Fermented Malt Beverage On-Premises, Fermented Malt Beverage On/Off-Premises, and Fermented Malt Beverage and Wine Retailer.

***Note that the Division will not accept cash.**

☐ Paid by check

Uploaded to Movelt on Date

☒ Paid online

☐ New License

☐ New-Concurrent

☒ Transfer of Ownership

• All answers must be printed in black ink or typewritten

• Applicant must check the appropriate box(es)

• Local license fee \$

• Applicant should obtain a copy of the Colorado Liquor, Beer and Wine Code:
SBG.Colorado.gov/Liquor

Applicant is applying as a/an:

☐ Individual

☒ Limited Liability Company

☐ Association or Other

☐ Corporation

☐ Partnership (includes Limited Liability and Spouse
or Partners in a Civil Union)

Applicant(s) If an LLC, name of LLC; if partnership, at least 2 partners' names; if corporation, name of corporation

Good Love LLC

FEIN

Trade Name of Establishment (DBA)

93-4217339

Stealys

Sales Tax Number

Business Telephone

9704156889

Address of Premises (specify exact location of premises)

202 Grand Ave

City

County

State

ZIP Code

Paonia

Delta

CO

81428

Mailing Address (Number and Street)

14134 Burgess Ln

City or Town

State

ZIP Code

Paonia

CO

81428

Email Address

Home Phone Number

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

Present Trade Name of Establishment (DBA)

Louies Pizza My Heart

Present Sales License Number

28-42099-0000

Present Class of License

Beer and Wine

Present Expiration Date

02/20/2026

Section A - Nonrefundable Application Fee

- ☐ Application Fee for New License \$1,100.00
- ☐ Application Fee for New License - with Concurrent Review \$1,200.00
- ☒ Application Fee for Transfer \$1,100.00

Section B - Fermented Malt Beverage License Fees

- ☐ Retail Fermented Malt Beverage On-Premises (City) \$96.25
- ☐ Retail Fermented Malt Beverage On-Premises (County) \$117.50
- ☐ Retail Fermented Malt Beverage and Wine (City) \$96.25
- ☐ Retail Fermented Malt Beverage and Wine (County) \$117.50
- ☐ Retail Fermented Malt Beverage and On/Off-Premises (City) \$96.25
- ☐ Retail Fermented Malt Beverage and On/Off-Premises (County) \$117.50
- ☐ Master File Location Fee \$25.00 x Total \$
- ☐ Master File Background \$250.00 x Total \$

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

Do Not Write In This Space - For Department Of Revenue Use Only

Liability Information

License Account Number

Liability Date

License Issued Through: (Expiration Date)

Total \$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant **exactly**. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

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

Items Submitted, Please Check All Appropriate Boxes Completed or Documents Submitted

I. Applicant Information

- ☒ Applicant/Licensee identified
- ☒ State sales tax license number listed or applied for at time of application
- ☒ License type or other transaction identified
- ☒ Submit originals to local authority
- ☒ Additional information required by the local licensing authority

II. Diagram of the Premises

- ☐ No larger than 8½" X 11"
- ☒ Dimensions included (does not have to be to scale). Exterior areas should show control (fences, walls, etc.)
- ☒ Separate diagram for each floor (if multiple levels)
- ☐ Bold/Outlined licensed premises

III. Proof of Property Possession (One Year Needed)

- ☐ Deed in name of the applicant **only** (or) (matching question #2) date stamped/filed with County Clerk
- ☒ Lease in the name of the applicant **only** (matching question #2)
- ☐ Lease Assignment in the name of the applicant (**only**) with proper consent from the Landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease

IV. Background Information (DR 8404-I) and Financial Documents

- ☐ Individual History Record(s) (Form DR 8404-I) Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- ☐ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved state vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

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

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

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

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

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

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

- ☒ Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- ☐ List of all notes and loans

V. Sole Proprietor/Spouse or Partners in a Civil Union (If Applicable)

- ☐ Form DR 4679
- ☐ Copy of State Issued Driver's License or Identification Card for each Applicant

VI. Corporate Applicant Information (If Applicable)

- ☐ Certificate of Incorporation
- ☐ Certificate of Good Standing
- ☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership Applicant Information (If Applicable)

- ☐ Partnership Agreement (general or limited)
- ☐ Certificate of Good Standing

VIII. Limited Liability Company Applicant Information (If Applicable)

- ☒ Copy of Articles of Organization
- ☒ Certificate of Good Standing
- ☐ Copy of Operating Agreement (if applicable)
- ☐ Certificate of Authority if foreign LLC (out of state applicants only)

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... Yes No
2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
 - a. Been denied an alcohol beverage license?..... Yes No
 - b. Had an alcohol beverage license suspended or revoked?..... Yes No
 - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... Yes No

If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has the premises to be licensed been denied within the preceding one year? If "yes," explain in detail..... Yes No

If "yes", explain in detail.

4. Is the proposed Fermented Malt Beverage and Wine Retailer license within 500 feet of any public or parochial school, the principal campus of any college, university, or seminary? Note: The distances are to be computed using the methods outlined under C.R.S. 44-3-313(1)(d)(II). Some limited exceptions apply under C.R.S. 44-3-313..... Yes No
5. Is the proposed Fermented Malt Beverage and Wine Retailer license, or On/Off premises license, within 500 feet of a Retail Liquor Store licensed under section 44-3-409 C.R.S.? (Distance should be determined using guidelines outlined in 44-3-301(12)(c) C.R.S.)..... Yes No
6. Are you applying for a Fermented Malt Beverage On and Off Premises License? If yes, answer subparts a and b. If No, go to question 6..... Yes No
 - a. The FMB On/Off is located in a county with a population of > 35,000..... Yes No
 - b. The FMB On/Off is located in an "underserved area" within a county with population of < 35,000 but lies outside of a municipal boundaries or is a city or town with population of > 75,500..... Yes No

Note - The population is determined from the recently available United States Census Bureau.

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee..... Yes No

8. Does the applicant, as listed as Trade Name of Establishment (DBA) of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?..... Yes No

Ownership Lease Other (Explain in detail)

- a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
Nathan Greaves	Abreaze Parra	02/16/2029

- b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 6..... Yes No

- c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN	Interest
Last Name	First Name	
Date of Birth (MM/DD/YY)	FEIN or SSN	Interest

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Name of Manager(s) for all on premises applicants.

Last Name	First Name
Parra	Abreaze
Date of Birth (MM/DD/YY)	

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

12. Tax Information.

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

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

Name

Abreaze Parra

Home Address (Number and Street)

City

Paonia

State

CO

ZIP Code

81428

Date of Birth (MM/DD/YY)

Position

Percent Owned

Owner

100%

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

Name

Home Address (Number and Street)

City

State

ZIP Code

Date of Birth (MM/DD/YY)

Position

Percent Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box: ☒

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

I would like to apply for a Two-Year Renewal..... Yes No

Oath of Applicant

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

Printed Name

Title

Authorized Signature

Date (MM/DD/YY)

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

Date application filed with local authority

Date of local authority hearing – for new license applicants cannot be less than 30 days from date of application 44-3-311(1) C.R.S.

For Transfer Applications Only - Is the license being transferred valid?..... Yes No

Each person required to file DR 8404-I has been:

☐

Fingerprinted

☐

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

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

Date of Inspection or Anticipated Date

03/25/2026

Upon approval of state licensing authority

New Fermented Malt Beverage Off Premises licenses, and On/Off Premises licenses, distance requirements of 44-3-301 C.R.S. are satisfied

New Fermented Malt Beverage On/Off premises licenses must meet the qualifications of 44-4-104 C.R.S.

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

Local Licensing Authority Approves this license for a two-year renewal..... Yes No

If "No", please cite the law, regulation, local ordinance or resolution that gives the local licensing authority the ability to deny the applicant and grounds for denial. Also, please provide any and all investigative reports, and administrative or criminal action that relate or justify this denial.

Proof of Violation

Local Licensing Authority for

Telephone Number

Town, City

County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature (Attest)

Date (MM/DD/YY)

Tax Check Authorization, Waiver, and Request to Release Information

I, Abreaze Parra

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

(the "Applicant/Licensee")

Good Love LLC/Abreaze Parra

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

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

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

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

Name (Individual/Business)

Stealys

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

9704156989

Street Address

202 Grand Ave

City

Paonia

State

CO

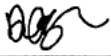
ZIP Code

81428

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

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

Date Signed



2/17/2026

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

Individual History Record

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

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

Name of Business

Good Love LLC dba Stealys

Home Phone Number

Cellular Number

Your Full Name (last, first, middle)

Parra, Abreaze Crow

List any other names you have used

Mailing address (if different from residence)

Email Address

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

Current Street and Number

Current City, State, ZIP

From:

To:

Previous Street and Number

Previous City, State, ZIP

From:

To:

Individual History Record (Continued)

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

Name of Employer or Business

Good Love LLC

Address (Street, Number, City, State, ZIP)

208 3rd Street Paonita CO, 81428

Position Held

Owner/Cher

From:

8-16-2026

To:

Current

Name of Employer or Business

Domage Sisters LLC

Address (Street, Number, City, State, ZIP)

Position Held

Cher

From:

3-1-2021

To:

10-1-2021

Name of Employer or Business

Address (Street, Number, City, State, ZIP)

Position Held

From:

To:

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

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? ☒ Yes ☐ No

(If yes, answer in detail.)

Current Good Love LLC

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?..... ☐ Yes ☒ No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?..... ☐ Yes ☒ No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?..... ☐ Yes ☒ No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?..... ☐ Yes ☒ No

(If yes, answer in detail.)

Personal and Financial Information

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

Date of Birth	Social Security Number	Place of Birth
		Arizona
U.S. Citizen	If Naturalized, state where	When
☒ Yes ☐ No		
Name of District Court	Naturalization Certificate Number	Date of Certification
If an Alien, Give Alien's Registration Card Number	Permanent Residence Card Number	
Height	Weight	Hair Color
		Eye Color
		Gender

Do you have a current Driver's License/ID? If so, give number and state. ☒ Yes ☐ No

Driver's License Number	Driver's License State
	Colorado

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... 20,000
10. List the total amount of the **personal** investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... 20,000

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment Cash	Account Type Checking
Bank Name United Business Bank	Amount 20,000
Type: Cash, Services or Equipment 	Account Type
Bank Name 	Amount
Type: Cash, Services or Equipment 	Account Type
Bank Name 	Amount
Type: Cash, Services or Equipment 	Account Type
Bank Name 	Amount

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

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

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

Name of Lender 	Address
Term 	Security
Amount 	

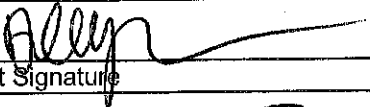
Personal and Financial Information (Continued)

Name of Lender		Address
Term	Security	Amount
Name of Lender		Address
Term	Security	Amount
Name of Lender		Address
Term	Security	Amount

Oath of Applicant

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

Electronic signature is not accepted, physical signature is required.

	
Print Signature	
Abnerce Parre	
Title	Date (MM/DD/YY)
owner	02/19/2020

This form is the property of the Colorado Real Estate Commission. The printed portions of this form, except differentiated additions, have been approved and promulgated by the Commission for public use. All users are prohibited from modifying this form except as permitted by the Rules Regarding Real Estate Brokers, 4 CCR 725-1-7.2.

CBS3 Contract to Buy and Sell Real Estate (Commercial)

Adoption Date: August 5, 2025

Mandatory Use Date: January 1, 2026

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: 1/22/2026

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. Dick North Industries LLC. (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other Severalty.

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

2.3. Seller. Louis Hayes (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):

Lot 1, Block 3, Original Town of Paonia, Excepting therefrom the East 10 feet. Together with, without warranty, One (1) Town of Paonia water tap and One (1) Town of Paonia sewer tap.

known as: 202 Grand Avenue, 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 § 2.5.8. (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.

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

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also
included in the Purchase Price:

all furniture, equipment, and trade fixtures of Louie's Pizza, including all kitchen appliances
(ovens, refrigerator, Kegerator, Beer Fridges, Stand Mixer, Stove, dishwasher), all items in the
building excepting only items specifically listed as excluded under 2.6.

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

n/a

Buyer ☐ **Will** ☒ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's
review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such
lessor before Closing. If Buyer does not receive such approval this Contract terminates.

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

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities:
n/a; and the use or ownership of the following storage facilities:

n/a

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should
investigate.

2.5.7. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

n/a

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes
(except personal property taxes for the year of Closing), liens and encumbrances, except n/a. Conveyance
will be by bill of sale or other applicable legal instrument.

2.5.8. Leased Items. The following personal property is currently leased to Seller which will be
transferred to Buyer at Closing (Leased Items):

n/a

Buyer ☐ **Will** ☒ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items
subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by
such lessor before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase
agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic
system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing.
Buyer ☐ **Will** ☒ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review
under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third party before Closing. If
Buyer does not receive such approval this Contract terminates.

2.6. Exclusions. The following items are excluded (Exclusions):

Wall hangings, décor, inventory, dishes, silverware, point of sale systems.

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

n/a

Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

n/a

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

n/a.

☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows:

n/a

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	6:00pm
2	§ 4	Alternative Earnest Money Deadline	MEC + 3 Days
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	MEC + 7 Days
4	§ 8	Record Title Objection Deadline	MEC + 10 Days
5	§ 8	Off-Record Title Deadline	MEC + 7 Days
6	§ 8	Off-Record Title Objection Deadline	MEC + 10 Days
7	§ 8	Title Resolution Deadline	MEC + 12 Days
8	§ 8	Third Party Right to Purchase/Approve Deadline	n/a
		Owners' Association	
9	§ 7	Association Documents Deadline	n/a
10	§ 7	Association Documents Termination Deadline	n/a
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	MEC +5 Days
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	n/a
		Loan and Credit	
13	§ 5	New Loan Application Deadline	n/a
14	§ 5	New Loan Terms Deadline	n/a
15	§ 5	New Loan Availability Deadline	n/a
16	§ 5	Buyer's Credit Information Deadline	n/a

174	17	§ 5	Disapproval of Buyer's Credit Information Deadline	<i>n/a</i>
175				
176	18	§ 5	Existing Loan Deadline	<i>n/a</i>
177				
178	19	§ 5	Existing Loan Termination Deadline	<i>n/a</i>
179				
180	20	§ 5	Loan Transfer Approval Deadline	<i>n/a</i>
181	21	§ 4	Seller or Private Financing Deadline	<i>n/a</i>
182			Appraisal	
183				
184	22	§ 6	Appraisal Deadline	<i>n/a</i>
185				
186	23	§ 6	Appraisal Objection Deadline	<i>n/a</i>
187	24	§ 6	Appraisal Resolution Deadline	<i>n/a</i>
188			Survey	
189				
190	25	§ 9	New ILC or New Survey Deadline	<i>n/a</i>
191	26	§ 9	New ILC or New Survey Objection Deadline	<i>n/a</i>
192				
193	27	§ 9	New ILC or New Survey Resolution Deadline	<i>n/a</i>
194			Inspection and Due diligence	
195				
196	28	§ 2	Water Rights Examination Deadline	<i>n/a</i>
197	29	§ 8	Mineral Rights Examination Deadline	<i>n/a</i>
198	30	§ 10	Inspection Termination Deadline	<i>MEC + 12 Days</i>
199	31	§ 10	Inspection Objection Deadline	<i>n/a</i>
200				
201	32	§ 10	Inspection Resolution Deadline	<i>n/a</i>
202				
203	33	§ 10	Property Insurance Termination Deadline	<i>n/a</i>
204	34	§ 10	Due Diligence Documents Delivery Deadline	<i>MEC + 7 Days</i>
205	35	§ 10	Due Diligence Documents Objection Deadline	<i>MEC + 10 Days</i>
206				
207	36	§ 10	Due Diligence Documents Resolution Deadline	<i>MEC + 11 Days</i>
208				
209				
210	37	§ 10	Environmental Inspection Termination Deadline	<i>n/a</i>
211				
212	38	§ 10	ADA Evaluation Termination Deadline	<i>n/a</i>
213				
214	39	§ 10	Conditional Sale Deadline	<i>n/a</i>
215				
216	40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	<i>n/a</i>
217				
218	41	§ 11	Estoppel Statements Deadline	<i>n/a</i>
219	42	§ 11	Estoppel Statements Termination Deadline	<i>n/a</i>
220			Closing and Possession	
221				
222	43	§ 12	Closing Date	<i>MEC + 18 Days</i>
223	44	§ 17	Possession Date	<i>DOD and Funding</i>
224				
225	45	§ 17	Possession Time	<i>n/a</i>
226				
227	46	§ 27	Acceptance Deadline Date	<i>3 Days after Delivery of Contract.</i>
228				
229	47	§ 27	Acceptance Deadline Time	<i>6:00pm</i>
230				
231	48	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>

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

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	\$ 495,000.00	
2	§ 4.3.	Earnest Money		\$ 10,000.00
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>n/a</i>		\$
8	<i>n/a</i>	<i>n/a</i>		\$
9	§ 4.4.	Cash at Closing		\$ 485,000.00
10		Total	\$ 495,000.00	\$ 495,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$*n/a* (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 **Good Funds**, will be payable to and held by **Land Title Guarantee Co.** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money 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 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 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 other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

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

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

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

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

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including wire transfers, certified check, teller's check, cashier's check, and real-time or instant payment (Good Funds).

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

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

4.5. New Loan. (Omitted as inapplicable)

4.6. Assumption. (Omitted as inapplicable)

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

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS. (Omitted as inapplicable)

5.3. Credit Information. (Omitted as inapplicable)

5.4. Existing Loan Review. (Omitted as inapplicable)

6. APPRAISAL PROVISIONS.

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

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

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is

less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

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

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

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

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

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

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

7.1. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

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

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

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

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or

managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

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

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

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

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

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

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

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

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

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

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

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

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

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

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title

objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted

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

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

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

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

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or 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 before **New ILC or New Survey Deadline**.

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

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

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

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

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

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not

agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of the Seller's Property Disclosure Deadline.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose, in writing, to Buyer any adverse material facts actually known by Seller as of the date of this Contract. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property, Inclusions, and included Leased Items to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

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

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

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

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property, Inclusions, and included Leased Items as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of

this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

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

10.6. Due Diligence.

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

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

n/a

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.8., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

10.6.1.4. Solar Power Plan. Copy of any Solar Power Plan not included in Leased Items (regardless of its name or title).

10.6.1.5. Septic Use Permit. If required by the local health department or other applicable government entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

10.6.1.6. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following:

☒ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the Property;

☒ **10.6.1.6.2.** Property tax bills for the last 3 years;

☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;

☒ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

☐ **10.6.1.6.5.** Operating statements for the past n/a years;

☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

☒ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past 3 years;

☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);

☐ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;

☐ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;

☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any

governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and

☒ **10.6.1.6.13.** Other:

The sale shall further include all transferable permits, licenses, warranties, plans, drawings, surveys, service contracts (to the extent assignable), and other intangible rights related to the ownership and operation of the property.

Seller shall provide Buyer, within the due diligence period, a written schedule of inclusions and exclusions, along with all available due diligence documents including operating statements, utility bills, tax records, maintenance records, and any environmental or engineering reports in Seller's possession.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ **Seller** ☐ **Buyer** will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or n/a, at the expense of ☐ **Seller** ☐ **Buyer** (Environmental Inspection).

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

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

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of

Seller's and any Seller's tenants' business uses of the Property, if any.

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

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

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

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

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

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

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

11. TENANT ESTOPPEL STATEMENTS.

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

- 11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;
- 11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;
- 11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;
- 11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;
- 11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and
- 11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.

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

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

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

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

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by Buyer and Seller.

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

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ n/a deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

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

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless otherwise agreed to in this Contract or by Buyer in writing, any amounts owed on any liens or encumbrances against the Property or Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid before Closing by Seller, at Closing from the proceeds of this transaction, or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

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

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

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

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

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

15.3.3. Reserves or Working Capital. Unless agreed to otherwise, all reserves or working

capital due (or other similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

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

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

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

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

15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$n/a for:

☐ Water District/Municipality ☐ Water Stock

☐ Augmentation Membership ☐ Small Domestic Water Company ☐ n/a

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

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

15.9. FIRPTA and Colorado Withholding.

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

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

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 or Actual Valuation per the county assessor**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other**

n/a

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. All Association Assessments accrued before Closing must be paid by Seller and all Association Assessments accrued after Closing must be paid by Buyer. 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. 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 \$ 400 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

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

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

Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

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

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

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

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

20.1. If Buyer is in Default:

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

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

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

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

1107
1108
1109 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event
1110 of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court
1111 must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and
1112 expenses.
1113

1114 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and the
1115 dispute is not resolved, the parties must first proceed, in good faith, to mediation before proceeding to
1116 arbitration or litigation. Mediation is a process in which the parties meet with an impartial person who helps to
1117 resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any
1118 mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. A party
1119 requesting mediation must deliver written notice requesting mediation to the other party as provided in § 26.
1120 The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation.
1121 The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within
1122 thirty days of the date of written notice requesting mediation. Nothing in this Section prohibits either party
1123 from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written
1124 notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.
1125
1126

1127 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must
1128 release the Earnest Money following receipt of written mutual instructions (e.g., Earnest Money Release
1129 form), signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest
1130 Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
1131 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all
1132 parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to
1133 recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to
1134 Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim
1135 (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty
1136 days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the
1137 Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not
1138 interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money
1139 pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will
1140 survive cancellation or termination of this Contract.
1141
1142

1143 **24. TERMINATION.**
1144

1145 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to
1146 Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to
1147 Terminate), provided such written notice was received on or before the applicable deadline specified in this
1148 Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the
1149 Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right
1150 to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
1151 in the Contract is ineffective and does not terminate this Contract.
1152

1153 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received
1154 hereunder must be timely returned to Buyer and the parties are then relieved of all obligations hereunder,
1155 subject to §§ 10.4. and 21.
1156

1157 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and
1158 specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any
1159 prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this
1160 Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or
1161 enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by
1162 its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor
1163 to a party receives the predecessor's benefits and obligations of this Contract.
1164
1165

1166 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

1167 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing,
1168 except as provided in § 26.2. and § 26.3. and is effective when physically received by such party, any
1169 individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of
1170 Broker working with such party (except any notice or delivery after Closing must be received by the party, not
1171 Broker or Brokerage Firm).

1172 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in
1173 electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for
1174 such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after
1175 Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the
1176 electronic address of the recipient by facsimile, email or n/a.

1177 **26.3. Electronic Delivery.** Electronic Delivery of documents may be delivered by: (1) email at the
1178 email address of the recipient, (2) a link or access to a website or server provided the recipient receives the
1179 information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the
1180 recipient.
1181

1182 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed
1183 in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign
1184 a contract in Colorado for real property located in Colorado.
1185

1186 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing by
1187 Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such
1188 acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If
1189 accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be
1190 executed by each party separately and when each party has executed a copy thereof, such copies taken
1191 together are deemed to be a full and complete contract between the parties.
1192

1193 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith
1194 including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing**
1195 **Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey;**
1196 **and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**
1197

1198 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid,
1199 at Closing, as follows:

1200 ☒ **29.1.** 2.5% of the Purchase Price or \$n/a by Seller. Buyer's brokerage firm is an intended third
1201 party beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any
1202 other amounts Seller is paying on behalf of Buyer elsewhere in this Contract.
1203

1204 ☐ **29.2.** n/a% of the Purchase Price or \$n/a by Buyer pursuant to a separate agreement between
1205 Buyer and Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm
1206 outside of this Contract.
1207

1208 ☐ **29.3.** n/a% of the Purchase Price or \$n/a by a separate agreement between Buyer's brokerage
1209 firm and Seller's brokerage firm.
1210
1211

1212
1213 **ADDITIONAL PROVISIONS AND ATTACHMENTS**
1214
1215

1216 **30. ADDITIONAL PROVISIONS.** The following additional provisions have not been approved by the
1217 Colorado Real Estate Commission:

1218 **30.1 Good Love Lease Contingency. Buyer's obligations under this Contract are conditioned**
1219 **upon Buyer obtaining an executed offer to lease, binding letter of intent, or other binding**
1220 **commitment to lease in form acceptable to Buyer and Buyer's counsel from Good Love Ilc,**
1221 **and/or Abreaze Parra obligating the third party, following Closing, to lease the entirety of the**
1222 **Property on terms acceptable to Buyer in Buyer's sole discretion (Good Love Lease). Buyer**
1223

may execute a Good Love Lease prior to Closing only (i) if such Lease is expressly contingent upon and effective following Closing; or (ii) otherwise with Seller's written consent and joinder. Seller will cooperate in good faith with Buyer's efforts to locate and enter into a Good Love Lease (including by cooperating with any permitting requirements, due diligence, or inspections reasonably requested by the prospective tenant). Seller will not amend, alter, modify, extend or cancel any existing Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent may be withheld if in Buyer's judgment such transaction would conflict or interfere with any actual or prospective Good Love Lease.

If, despite good faith efforts of Buyer, Buyer has not obtained a Good Love Lease on or before the scheduled Closing Date, the Closing Date hereunder shall automatically extend by successive (10) day periods until Buyer has obtained a Good Love Lease. If this contingency has not been satisfied or waived on or before thirty (30) days following the originally scheduled Closing Date, Seller may at any time thereafter elect to send written notice to Buyer terminating the Contract pursuant to 24.1 stating that that if Buyer does not waive this condition and consummate Closing within ten (10) business days this Contract will automatically terminate without further notice.

30.2 Broker Commissions on Third Party Lease. Broker commissions on the Good Love Lease shall be governed by the Good Love Lease documents. Seller shall have no obligation to pay any brokerage fee or commission to any Buyer broker in connection with any Good Love Lease except as explicitly agreed by Seller in writing. Nothing herein shall affect the commission provided for in Section 29.1 of the contract.

31. OTHER DOCUMENTS.

31.1. Documents Part of Contract. The following documents are a part of this Contract:

n/a

31.2. Documents Not Part of Contract. The following documents have been provided but are not a part of this Contract:

n/a

Signatures

Nathan Greaves, Manager

Date: 1/27/2026

Buyer: **Dick North Industries LLC.**

By: Nathan Greaves, Manager

1282
1283
1284
1285
1286 *Chuck Volckhausen, Manager*
1287

Date: 1/28/2026

1288 Buyer: **Dick North Industries LLC.**

1289 **By: Chuck Volckhausen, Manager**
1290
1291
1292
1293

1294 [NOTE: If this offer is being countered or rejected, do not sign this document.]
1295

Date: _____

1296 Seller: **Louis Hayes**
1297
1298
1299
1300

1301
1302 **END OF CONTRACT TO BUY AND SELL REAL ESTATE**
1303
1304

1305
1306
1307 **BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**
1308

1309 **A. Broker Working With Buyer**
1310

1311 Broker ☐ Does ☒ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if
1312 Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not
1313 already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest
1314 Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of
1315 Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written
1316 mutual instructions, provided the Earnest Money check has cleared.
1317

1318 Broker is working with Buyer as a ☒ **Buyer's Agent** ☐ **Transaction-Broker** in this transaction.
1319

1320 ☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship
1321 with Seller.
1322

1323 Brokerage Firm's compensation or commission is to be paid by as specified in §29 above.
1324

1325 This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT
1326 create any claim for compensation. Any compensation agreement between the brokerage firms must be
1327 entered into separately and apart from this provision.
1328
1329

1330 Brokerage Firm's Name: **Orchard Brokerage LLC**
1331

1332 Brokerage Firm's License #: **ER100080872**
1333

1334
1335
1336
1337 

Date: 1/22/2026

1338 Broker's Name: **Derby J. Strength**
1339
1340

Broker's License #: **FA100071140**
Address: **11160 Huron St Northglenn, CO 80234**
Phone No.: **720-278-2318**
Fax No.:
Email Address: **derby.strength@orchard.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** .

This Broker's Acknowledgments and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any agreement to pay compensation must be entered into separately and apart from this provision.

Brokerage Firm's Name: **WesternColoradoRealty**

Brokerage Firm's License #: **EC100110801**

Mike Jackson

Date: **1/30/2026**

Broker's Name: **Mike Jackson**

Broker's License #: **EA.040040591**

Address: **134 Grand Avenue, PO Box 74 Paonia, CO 81428**

Phone No.: **970.234.4427**

Fax No.:

Email Address: **Mike@WesternColoradoRealty.com**

CBS3 CONTRACT TO BUY AND SELL REAL ESTATE (COMMERCIAL)

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COMMERCIAL LEASE AGREEMENT

ARTICLE 1. SUMMARY OF TERMS

This Summary of Terms defines certain terms used in the Commercial Lease Agreement (“Lease”) attached hereto. Unless otherwise defined, each term below has the meaning given to it in this Summary of Terms, and such meaning applies in each instance where such term appears in the body of the Lease. By the parties’ execution hereof, this Summary of Terms Sheet, the attached Lease, and any other attached Exhibits and Addenda, shall become an integrated Agreement between Landlord and Tenant.

1.1. PARTIES

Landlord:	Dick North Industries, LLC
Address of Landlord for Rent Payments:	c/o Nathan Greaves [REDACTED] Paonia, CO 81428
Address of Landlord for Notices:	c/o Nathan Greaves [REDACTED] Paonia, CO 81428 with copy to: Stacey C. Rogers, Attorney for Landlord Business Law Group 90 S. Cascade Ave., Ste. 400 Colorado Springs, CO 80903
Landlord Broker:	None.
Tenant:	Good love llc, a Colorado Limited Liability Company
Address of Tenant:	[REDACTED] [REDACTED]
Tenant Broker:	None.
Guarantor:	Abreaze Parra
Address of Guarantor:	[REDACTED] [REDACTED]

1.2. PREMISES

Premises:	The entirety of the Building and Land.
Building:	The entire two-floor building commonly known as 202 Grand Avenue, Paonia, Colorado, 81428, located on the Land, and all other improvements now or hereafter located on the Land.
Land:	The parcel of land legally described as: LOT 1, BLOCK 3, ORIGINAL TOWN OF PAONIA, EXCEPTING THEREFROM THE EAST 10 FEET. COUNTY OF DELTA, STATE OF COLORADO
Permitted Use:	Restaurant and bar with full service kitchen offering on-site dining and retail sales of prepared food and malt, vinous, and spirituous liquors for consumption within the Premises. When secondary to the foregoing, “Permitted Use” shall also include: sales of “to-go” or “pickup” type food orders; private event hosting; and retail sales of malt, vinous, and spirituous liquors for off-Premises consumption.
Property:	Collectively, the Land and the Building.

1.3. TERM

Lease Commencement Date:	Contingent upon and contemporaneous with the closing of the Landlord's purchase of the property from Louis Hayes, anticipated to occur on or about February 24, 2026.
Rent Commencement Date:	April 1, 2026.
Possession Date:	Lease Commencement Date.
Expiration Date:	The last calendar day of the last month of the Term.
Initial Term:	Thirty-Seven (37) months, beginning on the Lease Commencement Date and ending on the Expiration Date.
Term:	The Initial Term, as it may be extended by any applicable Renewal Term.
Lease Year:	Each successive twelve (12) month period comprising the Term, except that the first Lease Year of the Term shall commence on the Lease Commencement Date and end on the day before the first anniversary of the Rent Commencement Date). Subsequent Lease Years shall commence on the day after the last day of the first Lease Year and shall end on each anniversary of the last day of the first Lease Year.

1.4. FINANCIAL TERMS

Base Rent/Annual Base Rent/Monthly Base Rent:	For each month of the Initial Term, Base Rent shall mean the sum set forth below, payable on the first (1 st) day of each calendar month in even monthly installments in an amount equal to the Monthly Base Rent. Base Rent shall increase by 5% each year of the Initial Term on the anniversary of the Rent Commencement Date, as set forth in the schedule below. Base Rent for any Renewal Term(s) will be determined in accordance with Section 3.2 hereof.
--	---

Schedule of Base Rent:

<i>Term Months</i>	<i>Annualized Base Rent</i>	<i>Monthly Base Rent</i>
0-1	N/A	N/A
2-13	\$22,800.00	\$1,900.00
14-25	\$23,940.00	\$1,995.00
26-37	\$25,137.00	\$2,094.75

Additional Rent:	Additional Rent is in addition to Base Rent and is paid in monthly estimates and subject to annual reconciliation in accordance with Sections 4.2.2 and 4.2.3. Additional Rent includes reimbursement for Expenses and Taxes. Taxes are defined in Section 4.1.3. Expenses are defined in Section 4.1.4.
-------------------------	--

Schedule of Additional Rent (Expenses, Taxes):

<i>Term Month</i>	<i>Additional Rent Annualized Estimate</i>	<i>Additional Rent Monthly Estimate</i>
<i>1</i>	N/A	N/A
<i>2-13*</i>	<i>\$9,600.00</i>	<i>\$800.00</i>
<i>14-25*</i>	<i>*</i>	<i>*</i>
<i>26-37*</i>	<i>*</i>	<i>*</i>

**These Additional Rent figures are estimates only and are subject to change.*

Security Deposit:	\$2,500.00
--------------------------	------------

ARTICLE 2. LEASE AND PREMISES**2.1. PREMISES.**

Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to the covenants and conditions set forth in this Lease, for the Initial Term, commencing on the Lease Commencement Date and expiring on the Expiration Date, unless earlier terminated as provided in this Lease.

2.2. PARKING.

The Premises does not have dedicated Parking. All Parking serving the Premises is off-premises street parking. No vehicles shall be parked or stored on the Premises.

2.3. CONDITION OF PREMISES.

Landlord agrees to complete the Landlord Improvements listed on APPENDIX B subject to the terms and conditions set forth therein.

Landlord shall act in good faith to complete the Landlord Improvements prior to the Rent Commencement Date. Should Landlord be required to and fail to complete any Landlord Improvements prior to the Rent Commencement Date which are required for Tenant to open for operation, Tenant, after providing notice to Landlord, may elect to either i) complete any unfinished Landlord Improvement at Tenant's cost, without deduction, offset, or reimbursement; or ii) notify Landlord to complete the same within ten (10) days, after which time if such Improvements remain incomplete, Base Rent shall abate until completed or excused or until such time as Tenant is able to open for operation.

With the exception of the Landlord Improvements expressly provided herein, Landlord agrees to deliver the Premises to Tenant in their present condition, and Tenant acknowledges that the Premises are being delivered "as is" with all faults. Tenant has performed preliminary investigations and reviews and has concluded on its own judgment that the Premises are suitable for the purposes intended, without any representations or warranties of any kind (including, without limitation, any express or implied warranties of merchantability, fitness or habitability) from Landlord or any agent of Landlord. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession. No agreement of Landlord to alter, remodel, decorate, clean or improve the Premises, the Building or the Land (collectively, the "Property"), and no representation regarding the condition of the Premises or the Building or the Property or the suitability of the Premises for Tenant's proposed use thereof, have been made by or on behalf of Landlord or relied upon by Tenant.

ARTICLE 3. TERM**3.1. INITIAL TERM.**

The Initial Term of this Lease shall be the time period provided in the Summary of Terms, commencing on the Lease Commencement Date and expiring on the Expiration Date, unless terminated earlier as otherwise provided in this Lease.

3.2. RENEWAL TERM.

Provided that Tenant is not in default under this Lease, and provided that Tenant is open for business and operating in the Premises, Tenant will have the option to renew the Term of this Lease for two additional terms of three (3) years each (each, a "Renewal Term"), subject to the further provisions of this Section.

Tenant must exercise the option with respect to each Renewal Term, if at all, by giving notice of exercise (“Tenant’s Notice”) to Landlord no earlier than 360 days prior to the then applicable Expiration Date and no later than the date that is 180 days prior to the then applicable Expiration Date. Tenant will have no right to renew the Term of this Lease if Tenant’s Notice is not timely delivered, or if Tenant is in default under this Lease at the time Tenant’s Notice is delivered or on the then applicable Expiration Date. Each Renewal Term will be on the same terms and conditions as this Lease, except the Base Rent shall be at then-Prevailing Market Rate as determined by Landlord in Landlord’s sole discretion. Within 30 days after receipt of Tenant’s notice to renew, Landlord shall deliver to Tenant written notice of the Prevailing Market Rate for the Renewal Term. If Tenant does not agree with Landlord’s determination of the Prevailing Market Rate, and Landlord and Tenant are unable to mutually agree upon the Prevailing Market Rate by ninety (90) days prior to the end of the then-current Term, the renewal option shall void, and the Lease shall terminate upon the then-current Expiration Date.

ARTICLE 4. RENT AND SECURITY

4.1. RENT.

Tenant shall pay all Rent, including Base Rent, Additional Rent, Expenses, and Taxes, in accordance with the terms set out in this Section.

4.1.1. Rent.

“Rent” means Base Rent, Additional Rent (including estimated monthly estimated payments and annual Reconciliation payments), and any other sums or charges payable by Tenant under this Lease, regardless of to whom payable.

4.1.2. Net Lease.

Except for (a) incentives or allowances for Landlord Improvements (b) costs of maintenance and repair items expressly assumed to be completed by Landlord at Landlord’s cost, or (c) as otherwise expressly provided in this Lease, Landlord shall neither be required to make any expenditure nor to incur any obligation or liability of any kind whatsoever in connection with this Lease, the Premises, or the Property, and it is expressly understood and agreed that the payments of Base Rent due hereunder are to be completely net to Landlord and this Lease shall be construed so as to assure Landlord that the Base Rents herein reserved are received on an absolutely net basis.

4.1.3. Taxes.

“Taxes” means all taxes, assessments, betterments, excises, impositions, user fees and all other governmental charges and fees of any kind or nature and all penalties and interest thereon assessed or imposed against the Premises or the Property of which the Premises are a part including, without limitation, any personal property taxes levied on personal property of Landlord or on fixtures or equipment used in connection with the Land or Building) or levied on Landlord by virtue of its Ownership thereof, other than a federal or state income tax of general application.

4.1.4. Expenses.

“Expenses” means all expenditures, costs and disbursements (other than Taxes) paid or incurred by Landlord in connection with the administration, management, maintenance, repair, replacement, improvement and operation of the Premises, Land, and Building.

4.2. COMPONENTS OF RENT.

Tenant agrees to pay the following amounts in lawful currency of the United States to Landlord at Landlord's Address or at such other place as Landlord may designate from time to time without further notice, demand, deduction, setoff or abatement:

4.2.1. Base Rent.

Commencing on the Rent Commencement Date, Tenant shall pay Base Rent in monthly installments in advance on or before the first day of each month of the Term, except that Tenant shall pay one month's Base Rent upon execution and delivery of this Lease by Tenant.

4.2.2. Additional Rent; Estimated Monthly Installments.

Commencing on the Rent Commencement Date, Tenant shall also pay to Landlord, as Additional Rent, at the same time and in the same manner as provided for the payment of the Base Rent, an amount equal to one-twelfth of Landlord's determination of the estimated annual amount of Expenses and Taxes for each calendar year during the Term.

Prior to or as soon as practical after the beginning of each new calendar year or partial calendar year during the Term, Landlord may estimate the Expenses and Taxes Landlord expects to incur for such calendar year. Such estimate may be revised by Landlord annually or whenever it obtains information relevant to making such estimate more accurate, in which event Landlord shall deliver to Tenant a revised estimate in writing and from and after Tenant's receipt thereof, Tenant shall pay to Landlord one-twelfth of such revised estimate on the first day of each month thereafter.

4.2.3. Additional Rent; Annual Reconciliation of Estimated Payments.

After the end of each calendar year or partial calendar year during the Term, Landlord shall deliver to Tenant a report setting forth the actual Expenses and Taxes for such calendar year and a statement of the amount of Additional Rent that Tenant has paid and is payable for such calendar year ("Reconciliation"). Within thirty (30) days after receipt of such Reconciliation, Tenant shall pay to Landlord the amount of Additional Rent due for such calendar year minus any payments of Additional Rent previously made by Tenant for such calendar year. If Tenant's estimated payments of Additional Rent exceed the amount due Landlord for such calendar year, Landlord shall apply such excess as a credit against future installments of Additional Rent or, if the Term has expired, and provided Tenant is not then in default hereunder, Landlord shall promptly refund such excess to Tenant, in either case without interest to Tenant.

4.3. METHODS OF PAYMENT.

The following provisions shall govern the payment of Rent: (i) if the Rent Commencement Date or the Expiration Date is on a day other than the first day of a calendar month, the Rent shall be prorated and adjusted accordingly; (ii) all Rent shall be paid to Landlord without offset or deduction, and the covenant to pay Rent shall be independent of every other covenant in this Lease; (iii) in the event of the expiration or earlier termination of this Lease prior to the determination of any Additional Rent, Tenant's agreement to pay any such sums and Landlord's obligation to refund any such sums (provided Tenant is not in default hereunder) shall survive the expiration or termination of this Lease; (iv) each amount owed to Landlord under this Lease for which the date of payment is not expressly fixed shall be due on the same date as Base Rent; and (v) if Landlord fails to give Tenant a revised estimate of Additional Rent prior to the beginning of any calendar year, Tenant shall continue to pay Additional Rent at the rate for the previous calendar year until Landlord delivers such estimate.

4.4. LATE PAYMENTS.**4.4.1. Interest.**

Any sum due from Tenant to Landlord which is not paid when due shall bear interest from the date due until the date paid at the rate of eighteen percent (18%) per annum, but in no event higher than the maximum rate permitted by law (the "Default Rate"). Notwithstanding the foregoing, any amount representing late charges assessed under Section 4.4.2 shall not bear interest immediately when due, but any portion thereof which remains outstanding as of the next regular installment date for Base Rent shall bear interest at the Default Rate from such installment date until paid. Interest shall accrue daily. Interest rates shown represent simple interest. Interest accrued shall not compound.

4.4.2. Late Charges.

If any regular monthly installment of Rent is not paid in full on its due date and any portion thereof remains unpaid more than seven (7) calendar days after the due date, Tenant shall pay Landlord a late charge equal to five percent (5%) of the regular installment amount, which late charge shall be due and payable immediately and without notice.

4.5. HOLDOVER RENT.

If Tenant fails to yield up the Premises in accordance with the requirements of this Lease after the expiration or earlier termination of the Term or the termination of Tenant's right to possession of the Premises, Tenant shall pay use and occupancy charges during such holding over at the greater of (i) one hundred fifty percent (150%) of the fair market rental value of the Premises or (ii) one hundred fifty percent (150%) of the Rent in effect during the last month of the Term. All use and occupancy charges payable during the period of Tenant's holding over shall be computed on a monthly basis for each month or partial month until Tenant yields up the Premises in accordance with the requirements of this Lease. Tenant shall also pay, hold harmless, indemnify and defend Landlord from and against all claims and damages, special and consequential as well as direct, sustained by reason of Tenant's holding over. In addition, at any time while Tenant holds over, Landlord may elect instead, by written notice to Tenant and not otherwise, to have such retention of possession constitute a renewal of this Lease for one (1) year for the fair market rental value of the Premises as reasonably determined by Landlord but in no event less than the Rent payable immediately prior to such holding over. The provisions of this Section do not waive Landlord's right of re-entry or right to regain possession by actions at law or in equity or any other rights hereunder, and any receipt of payment by Landlord shall not be deemed a consent by Landlord to Tenant's remaining in possession or be construed as creating or renewing any lease or right of tenancy between Landlord and Tenant.

4.6. SECURITY DEPOSIT/GUARANTY.**4.6.1. Security Deposit.**

Concurrently with the execution and delivery of this Lease by Tenant, Tenant shall deposit with Landlord the amount set forth in the Summary of Terms ("Security Deposit") to be held by Landlord, without interest, as security for the full, faithful and punctual performance by Tenant of all of the terms of this Lease. In the event Tenant defaults in the performance of any of the terms of this Lease, including the payment of Rent, Landlord may draw upon, use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Rent or for any sum which Landlord may expend or may be required to expend by reason of Tenant's default in respect of any of the terms of this Lease, including any damages or deficiency in the re-letting of the Premises, whether accruing before or after summary proceedings or other re-entry by Landlord. In the case of every such use, application or retention, Tenant shall, on

demand, replenish the Security Deposit and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall have no obligation to keep such deposit separate from its general accounts, and Tenant shall not be entitled to interest thereon. The Security Deposit shall not be deemed a limitation on Landlord's damages or a payment of liquidated damages or a payment of the monthly Rent due for the last month of the Term of this Lease. The Security Deposit, or so much of it as has not been applied by Landlord to cure defaults, shall be returned to Tenant together with an itemized account of any deductions therefrom after the termination of this Lease and within a reasonable time after delivery of exclusive possession of the Premises to Landlord in accordance with the terms of this Lease. In the event of a sale or lease of the Building, Landlord shall have the right to transfer the Security Deposit to the vendee or lessee and upon such transfer, Landlord shall immediately and automatically be released by Tenant from all liability for the return of such Security Deposit; and Tenant agrees to look solely to the new Landlord or Landlord for the return of said Security Deposit. It is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new Landlord or Landlord. Tenant shall not assign or encumber or attempt to assign or encumber any monies held by Landlord as the Security Deposit and neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or encumbrance. This Lease does not create a trust relationship between Landlord and Tenant with respect to such Security Deposit, and Landlord shall be entitled to treat such Security Deposit as Landlord's own property, subject only to Tenant's right to receive repayment of it as and to the extent provided in this Section.

4.6.2. Guarantor.

As a condition to this Lease being executed by Landlord, the Guarantor is concurrently herewith executing a Guaranty of Lease in the form of APPENDIX AAPPENDIX A, which guaranties Tenant's obligations of payment and performance under this Lease.

ARTICLE 5. TENANT'S COVENANTS

5.1. USE AND COMPLIANCE WITH LEGAL REQUIREMENTS.

Tenant shall comply with all federal, state and local laws, statutes, codes, ordinances and regulations, rules, directives and orders (including, without limitation, building codes, zoning regulations and ordinances, environmental laws, occupational health and safety laws and the American with Disabilities Act of 1990, as amended) (collectively, "Legal Requirements") and all covenants, conditions and restrictions of record applicable to Tenant's use or occupancy of the Premises.

5.2. FOOD AND LIQUOR LICENSING.

Tenant shall comply with all Legal Requirements pertaining to the offering of food and liquor for consumption including licensing, site inspections, training, and insurance. Tenant shall at all times maintain a valid license for the preparation and retail sale of food from the Premises ("Restaurant License") and retail sale of malt, vinous, and spirituous liquors for consumption within the Premises ("Liquor License"). Regardless of the reason therefor, Tenant's failure at any time to hold and to maintain a valid Restaurant License or Liquor License shall constitute a material breach of this Lease.

5.3. PERMITTED USE.

Tenant shall continuously occupy and use the Premises only for the Permitted Use and for no other purpose whatsoever.

5.4. SIGNAGE.

Tenant shall install at least one (1) permanent sign or placard above the primary entrance to the Premises and at least one (1) permanent sign or placard on any other public entrance which faces a street or public walkway. Such signage shall comply with all local ordinances regulating signage and shall contain Tenant's legal name or a registered trade name under which Tenant operates in the Premises.

Tenant shall install, at Tenant's cost, any and all signage. Except for signs which are located wholly within the interior of the Premises and which are not visible from the exterior of the Premises, no signs shall be placed, erected, maintained or painted by Tenant at any place upon the Premises or the Property, except with Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed.

Signs or placards made of canvas or similar "banner" type design or material shall not be considered permanent signage. Signs shall be designed to be self-lit or served by spotlighting during all nighttime business hours.

5.5. HAZARDOUS MATERIAL.

For purposes of this Lease "Hazardous Material" means any flammable items, explosives, radioactive material, oil, toxic substance, material or waste or related materials, including any material or substance included in the definition of "hazardous wastes", "hazardous materials" or "toxic substances", now or hereafter regulated under any Legal Requirements, including, without limitation, petroleum-based products, paints, solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, medical waste, polychlorinated biphenyls, and similar compounds. "Hazardous Material" shall also include, without limitation, any materials or substances which could trigger any employee "right to know" requirements or for which any regulatory or other governmental body has adopted any requirements for the preparation or distribution of a material safety data sheet. Tenant shall not cause or permit any Hazardous Material to be brought upon, produced, stored, generated, used, discharged or disposed of in, on, under or about the Premises without the prior written consent of Landlord and then only in compliance with all applicable environmental Legal Requirements. Tenant shall execute such affidavits, representations and certifications from time to time as may be requested by Landlord concerning Tenant's best knowledge and belief regarding the presence or absence of Hazardous Material in, on, under or about the Premises, the Building and/or the Property. Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims (including, without limitation, costs and attorney's fees) arising from any breach of this Section 5.5. The indemnity, defense and hold harmless obligations in this Section 5.5 shall be in addition to all other indemnity, defense and hold harmless obligations contained in this Lease.

5.6. FLOOR LOADING.

Tenant shall not place a load upon any floor of the Premises which exceeds the load limits of the floor and is responsible for determining such limit prior to placing any load. Landlord reserves the right to prescribe in a reasonable manner the weight and position of all furniture and other heavy installations or equipment which Tenant wishes to place in the Premises so as to properly distribute the weight thereof.

5.7. TAXES ON TENANT'S PERSONAL PROPERTY.

Tenant shall pay, as and when due, any and all taxes, impositions, assessments, and all other fees and charges of any kind or nature, or agreed payments in lieu thereof, and all penalties and interest thereon, assessed or imposed against any of Tenant's personal property.

5.8. OBSERVE RULES AND REGULATIONS.

Tenant shall observe and comply and shall cause its invitees, licensees, customers, employees, contractors and agents to observe and comply with the rules and regulations listed on APPENDIX C attached hereto and incorporated herein by this reference. Landlord shall not be liable for failure of any person to obey such rules and regulations. Landlord shall not be obligated to enforce such rules and regulations against any person, and the failure of Landlord to enforce any such rules and regulations shall not constitute a waiver thereof or relieve Tenant from compliance therewith.

ARTICLE 6. MAINTENANCE, REPAIR, REPLACEMENT, AND ALTERATIONS.**6.1. LANDLORD OBLIGATIONS OF MAINTENANCE, REPAIR, AND REPLACEMENT.**

Landlord will perform the following items of maintenance, repair, or replacement at Landlord's cost and expense, and without seeking reimbursement therefor as Additional Rent:

- 6.1.1.** Landlord will repair, maintain, or replace the: roof, structural part of the floor, walls, door frames, and other structural parts of the Building as necessary to a reasonably safe and good condition.
- 6.1.2.** Landlord will replace the following which are not able to be repaired to good and working condition: HVAC units and equipment.
- 6.1.3.** Landlord will repair all HVAC units and equipment.
- 6.1.4.** Repair and replace all plumbing, electrical panels, plate glass, windows, doors.

6.2. TENANT OBLIGATIONS OF MAINTENANCE, REPAIR, AND REPLACEMENT.

Tenant, at its sole cost and expense, shall keep the Premises in a reasonably safe and good condition and shall perform all items of maintenance, repair, and replacement which are not expressly assumed by Landlord which may be required to keep or restore the Premises in reasonably safe and good condition. If any portion of the Premises or any system or equipment in the Premises which Tenant is obligated to repair cannot be fully repaired, Tenant will promptly replace such portion of the Premises, system or equipment.

By way of example and not of limitation, Tenant shall perform the following items of maintenance, repair, or replacement at Tenant's cost and expense and shall at all times during the Term:

- 6.2.1.** Maintain the Premises in neat and clean condition including by performing specific cleaning obligations set forth on APPENDIX D.
- 6.2.2.** Maintain all HVAC units and equipment, e.g. completing annual tune-ups and periodically changing furnace filters.
- 6.2.3.** Maintain all plumbing, electrical panels, plate glass, windows, doors.
- 6.2.4.** Tenant shall maintain, repair, and replace all items of furniture, fixtures, or equipment, including kitchen equipment and trade fixtures belonging to Landlord.

If Tenant fails to perform any of its obligations in this Section 6.2, then Landlord may perform such obligations, and Tenant will pay as additional Rent to Landlord the cost of such performance, including an amount sufficient to reimburse Landlord for overhead and supervision, within thirty (30) days after receipt of Landlord's written demand therefor. For purposes of performing such obligations, or to inspect the Premises, Landlord may enter the Premises upon reasonable prior notice to Tenant (except in cases of actual or

suspected emergency, in which case no prior notice will be required) without liability to Tenant for any loss or damage incurred as a result of such entry (except if directly due to or as a result of the gross negligence or willful misconduct of Landlord, provided, however, Landlord shall have no liability for any special or consequential damages suffered either by Tenant or any party claiming through Tenant); Landlord will take reasonable steps in connection with such entry to minimize any disruption to Tenant's business or its use of the Premises.

6.3. REIMBURSEMENT FOR COSTS OF REPAIRS.

In addition to Tenant's reimbursement obligations under Section 6.2, Tenant shall reimburse Landlord for the cost of any item Landlord would be obligated to pay under Section 6.1 but which was necessitated by the acts or omissions of Tenant, its invitees, licensees, customers, employees, contractors and agents. Tenant shall make such payment within thirty (30) days after receipt of Landlord's written demand therefor.

6.4. SPECIAL PROVISIONS FOR REPLACEMENT KITCHEN EQUIPMENT.

If Tenant replaces any item of Landlord's kitchen equipment at Tenant's cost, the item shall be the sole and exclusive property of Landlord and shall remain with the Premises upon expiration or termination of the Lease, free and clear of any claim of Tenant, subject only to any purchase money lien thereon in favor of a third party, and subject further to the following: upon expiration of the Lease Term, provided the Lease has not been earlier terminated, and provided Tenant has paid all amounts due and owing Landlord under the Lease, and provided there is not then in existence any uncured default of any of Tenant's nonpayment obligations, then Tenant may, at Tenant's option, and before surrendering possession of the Premises to Landlord, remove such item(s) of equipment from the Premises, repairing any damages to the Premises occasioned by such removal, in which case the item(s) shall become the property of Tenant, free and clear of any claim of Landlord.

6.5. ALTERATIONS.

6.5.1. Alterations Prohibited Without Landlord Consent.

Tenant shall not make any replacement, alteration, improvement or addition to or removal from (collectively an "alteration") the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, provided any such proposed alteration will not (a) exceed the capacity of the Building systems or structure, (b) adversely affect the capacity, maintenance, operating costs or integrity of the Building structure or systems, (c) violate any agreement which affects the Building or binds Landlord, (d) alter the exterior of the Building in any way, or (e) violate or cause a breach of any mortgage or financing agreement affecting the Building or Property. Tenant shall not make any alteration to any other parts of the Building without Landlord's prior written consent, which consent may be withheld in Landlord's sole and unrestrained discretion.

6.5.2. General Requirements.

Tenant shall pay the entire cost of the alteration and, if requested by Landlord, shall deposit with Landlord, prior to the commencement of the alteration, security for the payment and completion of the alteration in form and amount required by Landlord. Each alteration shall be performed in a good and workman-like manner, in accordance with the drawings and specifications approved by Landlord, and shall meet or exceed the standards for construction and quality of materials established by Landlord for the Building. In addition, each alteration shall be performed in compliance with all applicable Legal Requirements, and all regulations and requirements of Landlord's and Tenant's insurers. Each alteration shall be performed by union contractors if required by Landlord and in harmony with Landlord's employees, contractors and other

tenants. Each alteration, whether temporary or permanent in character, unless otherwise specified, made by Landlord or Tenant in or upon the Premises (excepting only Tenant's furniture, removable equipment and removable trade fixtures) shall become Landlord's property and shall remain upon the Premises at the expiration or termination of this Lease without compensation to Tenant; provided, however, that Landlord shall have the right to require Tenant to remove such alteration at Tenant's sole cost and expense in accordance with the provisions of Section 1.4.2 of this Lease.

Tenant acknowledges that the Premises may constitute a place of public accommodation or a commercial facility under Title III of the Americans with Disabilities Act (the "ADA") and that the ADA is applicable to both an Landlord and a lessee of a place of public accommodation or commercial facility. Tenant further acknowledges that under the ADA any structural alteration to the Premises must comply with accessibility standards set forth in the rules promulgated by the Department of Justice at [28 C.F.R. 36.101](#) et. seq. Notwithstanding anything in this Lease to the contrary, in the event Tenant makes any structural alteration to the Premises which would require compliance with Title III of the ADA and the accessibility standards promulgated by the Department of Justice, Tenant agrees to design and build such structural alterations so as to comply with the ADA and the accessibility standards.

6.6. LIENS.

Upon completion of any alteration, Tenant shall promptly furnish Landlord with sworn contractor's acknowledgements of payment in full and final waivers of lien in form and substance satisfactory to Landlord covering all labor and materials included in such alteration. Tenant shall not permit any mechanic's or workman's lien to exist against the Land or Building, or any part thereof, arising out of any alteration performed, or alleged to have been performed, or any service or work or material provided or furnished to Tenant or the Premises, by or on behalf of Tenant. If any such lien exists, Tenant shall, within twenty (20) days thereafter, (or such shorter period if required by the terms of any Mortgage) have such lien discharged of record or deliver to Landlord a recordable bond in form, amount, and issued by a surety satisfactory to Landlord, indemnifying Landlord and the holder of any Mortgage (a "Mortgagee") against all costs and liabilities resulting from such lien and the foreclosure or attempted foreclosure thereof. If Tenant fails to have such lien so released or to deliver such bond to Landlord, Landlord or the Mortgagee, without investigating the validity of such lien, may pay or discharge the same; and Tenant shall reimburse Landlord or the Mortgagee, as applicable, upon demand for the amount so paid by Landlord or the Mortgagee, including expenses and attorneys' fees.

6.7. RISK OF CASUALTY OR LOSS OF TENANT'S PERSONAL PROPERTY.

All the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the Term of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water, or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft, or from any other cause or casualty, no part of said loss or damage is to be charged to or to be borne by Landlord unless and only to the extent such loss or casualty event constitutes the gross negligence or intentional wrongful act of Landlord.

6.8. INSURANCE.**6.8.1. Hazard Insurance.**

Tenant, at its expense, shall maintain at all times during the Term all risk or equivalent special form coverage insuring the full replacement cost (without deduction for depreciation) of all tenant improvements, alterations to the Premises, all plate glass, windows, doors and sky-lights, and all other property owned or used by Tenant and located in the Premises as well as against sprinkler damage, vandalism, and malicious mischief. Any proceeds from such insurance shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease is terminated under an applicable provision of this Lease or unless otherwise required by a Mortgagee.

6.8.2. Commercial general liability.

Tenant, at its expense, shall maintain at all times during the Term commercial general liability insurance and contractual liability insurance, with limits to be set by Landlord from time to time but in any event not less than One Million Dollars (\$1,000,000) combined single limit for personal injury, sickness or death or for damage to or destruction of property for any one occurrence, Two Million Dollars (\$2,000,000) in aggregate, and shall be subject to periodic increases specified by Landlord based on inflation, increased liability awards, recommendations of Landlord's professional insurance advisors, and other relevant factors. The liability insurance obtained under this Section 6.8.2 shall be primary and shall insure Tenant's indemnity, hold harmless and defense obligations under this Lease.

6.8.3. General Provisions Relating to Insurance.

The amount and coverage of such insurance shall not limit Tenant's liability, nor relieve Tenant of any obligation under this Lease. The form of all such policies and deductibles thereunder shall be subject to Landlord's prior reasonable approval. All such policies shall be issued by insurers reasonably acceptable to Landlord and licensed to do business in Colorado and shall contain a waiver of any rights of subrogation thereunder. In addition, the policies shall name Landlord, any Mortgagee and their respective agents, and any other parties designated by Landlord as additional insureds, shall require at least 30 days' prior written notice to Landlord, any Mortgagee, and such other parties designated by Landlord of termination or modification and shall be primary and not contributory. Tenant shall, prior to the Lease Commencement Date, and within 30 days prior to the expiration of each such policy, deliver to Landlord either a duplicate original of all insurance policies required to be maintained by Tenant hereunder or Evidence of Insurance (in form ACORD 27 or its equivalent) for each such policy evidencing the foregoing insurance or renewal thereof, as the case may be. Thereafter, within 30 days prior to the expiration of each such policy, Tenant shall deliver to Landlord either a duplicate original of each such policy or a certificate of insurance (provided the same sets forth all limits of coverage and deductibles as required hereunder) or other evidence of insurance acceptable to Landlord evidencing the renewal of the insurance required hereunder. If Tenant fails to insure or maintain any insurance (or provide satisfactory proof thereof) as required hereunder, Landlord may, upon 72 hours written notice to Tenant, effect such insurance. In such event, Tenant, shall, on demand, pay Landlord all premiums and expenses paid by Landlord in connection therewith.

6.9. INDEMNITY.

Tenant agrees to indemnify, defend and hold harmless Landlord, its principals, agents, employees, and its property managers and their respective agents and employees ("Landlord Indemnified Parties"), from and against any and all loss, claims, demands, actions, liabilities, damages, costs and expenses (including attorneys' fees), suffered by or made against Landlord Indemnified Parties with respect to the death, bodily injury, personal injury, interference with a contractual or property right, damage to or theft or

misappropriation or loss of property, or violation of any Law, (i) occurring in or about the Premises, Building, or Land; (ii) arising from the Tenant's use or occupancy of the Premises, Building, or Land; or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, the Building or the Land (including, without limitation, any alteration by Tenant); (iii) from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed under this Lease; or (iv) due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors and agents. If any claim, proceeding or action is filed or threatened against any of the Landlord Indemnified Parties, Tenant agrees to defend such party in such action and/or proceeding at Tenant's sole cost by legal counsel reasonably satisfactory to Landlord, upon Landlord's request. This indemnity and defense obligation shall survive the termination of this Lease.

6.10. WAIVER.

Tenant hereby releases Landlord, its property manager and their respective agents and employees from, and waives all claims for, damage or injury to person or property and loss of business sustained by Tenant and resulting from the Building or the Premises or any part thereof or any equipment therein becoming in disrepair, or resulting from any accident in or about the Building. This paragraph shall apply particularly, but not exclusively, to flooding, damage caused by Building equipment and apparatus, water, snow, frost, steam, excessive heat or cold, broken glass, sewage, gas, odors, excessive noise or vibration or the bursting or leaking of pipes, plumbing fixtures or sprinkler devices, equipment failure, or equipment misuse. Without limiting the generality of the foregoing, Tenant waives all claims and rights of recovery against Landlord, its property manager and their respective agents and employees for any loss or damage to any property of Tenant, which loss or damage is insured against, or required to be insured against, by Tenant, whether or not such loss or damage is due to the fault or negligence of Landlord, its property manager or their respective agents or employees, and regardless of the amount of insurance proceeds collected or collectible under any insurance policies in effect.

6.11. FINANCIAL CONDITION AND FINANCIAL COVENANTS.

Tenant acknowledges that the financial capability of Tenant to perform its obligations hereunder is material to Landlord and that Landlord would not enter into this Lease but for its belief, based on its review of Tenant's finances, that Tenant is capable of performing such financial obligations. Tenant hereby represents, warrants and certifies to Landlord that its financial statements and all related documents and information previously furnished to Landlord were at the time given true and correct in all material respects and that there have been no material subsequent changes thereto as of the date of this Lease. At any time during the Term, within 10 days after Landlord's request therefor, Tenant shall furnish to Landlord Tenant's most recent audited financial statements (including any notes) or, if no such audited statements have been prepared, such other financial statements (and notes) as may have been prepared by an independent certified public accountant or, failing those, Tenant's internally prepared financial statements certified by Tenant's chief financial officer, principal, or Guarantor. Tenant shall discuss its financial statements with Landlord and shall give Landlord access to Tenant's books and records in order to enable Landlord to verify the financial statements. Landlord will not disclose any aspect of Tenant's financial statements that Tenant designates to Landlord as confidential except (i) to Landlord's lenders or prospective purchasers of the Property or any portion thereof, (ii) in litigation between Landlord and Tenant, and (iii) if required by court order.

6.12. ASSIGNMENT AND SUBLETTING.**6.12.1. Landlord's Consent Required.**

Tenant shall not, without the prior written consent of Landlord: (i) assign, convey, mortgage or otherwise transfer this Lease or any interest hereunder, or sublease the Premises, or any part thereof, whether voluntarily or by operation of law; or (ii) permit the use of the Premises or any part thereof by any person other than Tenant and its employees. Any such transfer, sublease or use described in the preceding sentence (herein referred to as a "Transfer", which term shall include any reassignment of this Lease after any initial assignment of this Lease by the Tenant named herein, i.e. Tenant Name or any subsequent reassignment and any assignment of any sublease with respect to all or any portion of the Premises and any sub-subleasing of any portion of the Premises previously subleased) occurring without the prior written consent of Landlord shall be void *ab initio* and of no effect. Landlord's consent to any Transfer shall not constitute a waiver of Landlord's right to withhold its consent to any future Transfer. Landlord's consent to any Transfer or acceptance of rent from any party other than Tenant shall not release Tenant or any Guarantor from any covenant or obligation under this Lease or under any Guaranty. Landlord may require as a condition to its consent to any assignment of this Lease, or to any subletting of the Premises, that the assignee or sublessee or any principal thereof execute (i) an instrument in form and substance satisfactory to Landlord in which such assignee or sublessee assumes the obligations of Tenant hereunder; and (ii) an individual and personal Guaranty on form substantially similar to the Guaranty attached hereto as APPENDIX A. For the purposes of this paragraph, the transfer or disposition (whether direct or indirect, and whether in one or multiple transactions) of (x) twenty five percent (25%) or more of Tenant's assets; (y) twenty five percent (25%) or more of the capital stock in a corporate Tenant (other than the shares of the capital stock of a corporate Tenant whose stock is publicly traded), general partnership interest in any partnership Tenant, or any membership interest in any limited liability company Tenant; or (z) the merger, consolidation or reorganization of such Tenant, shall be considered a Transfer.

6.12.2. Tenant's Request for Consent.

If Tenant intends to effect a Transfer of the Lease, Tenant shall submit to Landlord, at least thirty (30) days prior to the proposed effective date of the Transfer, a written request for Landlord's consent which includes a detailed description of the proposed transferee's business, character and financial references, financial statements of such transferee showing a current, tangible net worth (excluding goodwill) at least equal to the tangible net worth (excluding goodwill) of Tenant or any guarantor of this Lease, whichever is greater, as of the date of this Lease and as of the date of the request for Landlord's consent, a copy of the proposed assignment or sublease and such other information as Landlord may require concerning the proposed Transfer and the proposed transferee. If Landlord does not terminate this Lease, in whole or in part, Landlord shall not unreasonably withhold its consent to any assignment or sublease. Landlord shall not be deemed to have unreasonably withheld its consent if, in the judgment of Landlord: (i) the transferee is of a character or engaged in a business which is not in keeping with the standards or criteria used by Landlord in leasing the Building; (ii) the transferee's tangible net worth (excluding goodwill) is not equal to or greater than the tangible net worth (excluding goodwill) of Tenant or any guarantor of this Lease, whichever is greater, on the date hereof and on the date Landlord's consent is sought; (iii) the transferee's intended use the Premises or any portion thereof is in violation of the terms of this Lease or the lease of any other tenant in the Building; (iv) the transferee is a tenant or occupant of the Building; (v) the rent to be charged the transferee is less than the then fair market rental value of space in the Building (which fair market rental value shall be deemed to be not less than the rent set forth in the most recent lease of comparable space in the Building); (vi) Landlord's consent to the Transfer would violate any provisions of any Mortgage; (vii) the transferee's skill, experience, or reputation relevant to the Permitted Use is not equal to or greater than that of Tenant or any guarantor; or

(viii) Landlord determines that any other valid basis exists for declining to consent to the Transfer. In addition, Landlord shall have the right to condition its consent to any proposed Transfer on the delivery of such additional security to Landlord as Landlord deems necessary in its sole discretion. If Landlord wrongfully withholds its consent to any Transfer, Tenant's sole and exclusive remedy therefor shall be to seek specific performance of Landlord's obligation to consent to such Transfer.

6.12.3. Landlord's Right to Recapture Premises.

Landlord shall have the option to terminate this Lease as to all the Premises or any portion of the Premises covered by any proposed Transfer. Landlord may exercise such option to terminate by giving notice to Tenant at any time within thirty (30) days after the date on which Tenant has furnished to Landlord all of the items required under Section 6.12.2 hereof. If Landlord exercises such option to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Premises so terminated (with appropriate demising partitions erected by Landlord at the expense of Tenant) on the later of (i) the effective date of the proposed Transfer, or (ii) the date Landlord enters into a lease with the proposed transferee, but in no case later than thirty (30) days after the date of Landlord's notice of termination. In the event Landlord exercises such option to terminate, this Lease shall terminate with respect to that portion of the Premises recaptured and Landlord shall have the right to enter into a lease with the proposed transferee or any other person or entity without any liability to Tenant on account thereof. If Landlord has neither entered into a lease with the proposed transferee nor waived its right to do so within such thirty (30) day period, then, on or before the conclusion of such thirty (30) day period Landlord may withdraw its exercise of its option to terminate.

6.12.4. Assignment Consideration and Excess Rentals.

The term "**Assignment Consideration**" means all consideration to be paid by the transferee to Tenant or to any other on Tenant's behalf or for Tenant's benefit as consideration for such transfer, and the term "**Excess Rentals**" means all consideration to be paid by any transferee to Tenant or to any other on Tenant's behalf or for Tenant's benefit for the sublease of the Premises in excess of the rent due Landlord under the terms of this Lease for the same period, less any commissions paid by Tenant to a licensed real estate broker for arranging such sublease. Tenant agrees that the portion of any Assignment Consideration and/or Excess Rentals arising from any assignment or subletting by Tenant that is to be paid to Landlord pursuant to this Article is and shall be the property of Landlord and not the property of Tenant.

6.12.5. Tenant to Remain Liable.

In no event shall any Transfer (whether or not approved by Landlord or permitted hereunder) release or relieve Tenant from its obligations to fully observe or perform all of the terms, covenants and conditions of this Lease on its part to be observed or performed (including liability arising during any renewal term of this Lease or with respect to any expansion space included in the Premises). It is agreed that the liabilities and obligations of Tenant hereunder are enforceable either before, simultaneously with or after proceeding against any assignee, sublessee, licensee, sublicensee or other transferee of Tenant.

6.12.6. Attorneys Fees and Expenses.

Tenant shall pay Landlord, on demand as additional rent, Landlord's actual and reasonable attorney's fees and expenses incurred by Landlord in connection with evaluating and effecting any proposed Transfer, whether or not such proposed Transfer occurs and whether or not Landlord ultimately consents to such Transfer.

6.13. HEATING, VENTILATION AND COOLING.

If Tenant installs any machines, equipment or devices in or about the Premises, and such machines, equipment or devices cause the temperature in any part of the Premises to exceed (other than to a de minimis extent) the temperature the Building's mechanical system would be able to maintain in the Premises were it not for such machines, equipment or devices, then Landlord reserves the right to install, upon prior notice to Tenant, supplementary air conditioning units in the Premises or elsewhere in the Building, and Tenant will pay to Landlord all reasonable costs of installing, operating and maintaining such supplementary units.

6.14. YIELD UP.

Upon the expiration or earlier termination of the Term or Tenant's right to possession of the Premises, Tenant shall return the Premises to Landlord broom clean and in good order and condition, ordinary wear, only, excepted. Landlord reserves the right to either require Tenant to remove any alterations (as defined in Section 6.5) installed in the Building by Tenant (collectively, "Tenant's Installations"), or to require Tenant to leave Tenant's Installations on the Premises or Property, at no cost to Landlord. If Landlord requires Tenant to remove Tenant's Installations, then such removal shall be done in a good and workmanlike manner; and, upon such removal, Tenant shall restore the Premises to its condition prior to the installation of such Tenant Installations. If Tenant does not remove such Tenant Installations and repair and restore the Premises as required hereby, Landlord may remove, store and/or dispose of the same and restore the Premises, and Tenant shall pay the cost of such removal, storage, disposal and restoration to Landlord upon demand. Tenant shall also remove its furniture, equipment, trade fixtures and all other items of personal property from the Premises prior to the expiration or earlier termination of the Term or Tenant's right to possession of the Premises. If Tenant does not remove such items prior to the expiration or earlier termination of the Term or Tenant's right to possession of the Premises, Tenant shall be conclusively presumed to have conveyed the same to Landlord free and clear of any and all liens and security interests without further payment or credit by Landlord to Tenant; or at Landlord's sole option such items shall be deemed abandoned, in which event Landlord may cause such items to be removed and disposed of at Tenant's expense, without notice to Tenant and without obligation to compensate Tenant.

ARTICLE 7. UTILITIES**7.1. PROVISION OF UTILITIES.**

Tenant shall separately and directly contract with each utility provider serving the Building and shall pay any and all costs of consumption of electricity, gas, water, telephone, cable television, internet, trash, or other utilities serving the Premises.

If Tenant requires electric current, gas, water, telephone, cable television, internet, trash, or any other utilities in excess of the service capacity existing as of the Lease Commencement Date, such excess electric, water or other utility requirements will be supplied only with Landlord's consent, which consent will not be unreasonably withheld, provided the Building systems are capable of providing such additional service(s). If Landlord grants such consent, Tenant will pay all costs of meter service and installation of building facilities or professional services necessary to measure and/or furnish the required excess capacity.

7.2. NO LIABILITY FOR INTERRUPTIONS.

Tenant shall not be entitled to any abatement or reduction of Rent by reason of any (i) interruption in any utility service when such failure is caused by accident, breakage, repairs, riots, strikes, lockouts or other labor disturbance or labor dispute of any character, governmental regulation, moratorium or other governmental action, inability by exercise of reasonable diligence to obtain electricity, water or fuel, or by any other

cause beyond Landlord's immediate control; or (ii) for stoppages or interruptions of any such services for the purpose of making necessary repairs or improvements. Failure, stoppage or interruption of any such service shall not be construed as an actual or constructive eviction or as a partial eviction against Tenant, or release Tenant from the prompt and punctual performance by Tenant of the covenants contained herein.

7.3. LANDLORD'S INSURANCE.

Landlord shall take out and maintain in force throughout the Term, with a company or companies authorized to do business in the State of Colorado, (i) casualty insurance on the Building in an amount equal to the full replacement cost of the Building, covering all risks of direct physical loss or damage and so-called "extended coverage" risks, and (ii) commercial general liability insurance with respect to the Building in such amounts as Landlord may from time to time deem necessary or desirable. Tenant shall reimburse Landlord's Expense of obtaining such insurance as Additional Rent.

7.4. QUIET ENJOYMENT.

As long as no Default exists, Tenant shall peacefully and quietly have and enjoy the Premises for the Term, free from interference by Landlord, subject in all respects to the provisions of this Lease. Neither the loss or reduction of Tenant's light, air or view nor the exercise of Landlord's reserved rights hereunder will be deemed a disturbance of Tenant's occupancy of the Premises nor will such circumstances affect Tenant's obligations under this Lease or create any liability of Landlord to Tenant.

7.5. LANDLORD'S ADDITIONAL RESERVED RIGHTS.

Landlord may exercise the rights set forth in this Section without notice and without liability to Tenant and the exercise of such rights shall not be deemed to constitute an eviction or disturbance of Tenant's use or possession of the Premises and shall not give rise to any claim for set-off or abatement of rent or any other claim.

Landlord excepts and reserves the right from time to time, (a) to install, use, maintain, repair, replace and relocate within the Premises and other parts of the Building, any building facilities and infrastructure, including any shafts, stacks, ducts, pipes, conduits, wires and appurtenant fixtures, fan rooms, electrical lines, panels or other equipment used to transmit or store electricity, water lines, storm and sanitary sewer lines, and all other utility lines, installations and meters; and (b) to make alterations to the Building and to alter or relocate any entranceways or Facilities (including without limitation all access driveways, walkways and parking areas, if any,) serving the Premises. Landlord further reserves the right, at any time, to lease, license, or otherwise permit the use by any party of such Reserved Areas and facilities.

Landlord reserves the following additional rights: (a) to change the name or street address of the Building and/or the suite number of the Premises; (b) to install, affix and maintain signage, murals, or other alterations to or on the exterior of the Building and to retain any revenue derived therefrom; (c) to make repairs, decorations, alterations, improvements, replacements, or modifications, whether structural or otherwise, in and about the Building and Land; (d) to retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises; (e) to show or inspect the Premises at reasonable times and, if vacated or abandoned, to prepare the Premises for reoccupancy; (f) to perform such acts as, in Landlord's reasonable judgment are necessary or desirable to maintain or improve the Property; (g) to install, use and maintain in and through the Premises, pipes, conduits, wires and ducts serving the Building, provided that such installation, use and maintenance does not unreasonably interfere with Tenant's use of the Premises; (h) to take any other action which Landlord deems reasonable in connection with the operation, maintenance or preservation of the Building; (i) to enter upon the Premises any of the purposes identified in this Section 7.5,

temporarily close doors, corridors and other areas in the Building and interrupt or temporarily suspend services or use, and Tenant agrees to pay Landlord for overtime and similar expenses incurred if such work is done other than during ordinary business hours at Tenant's request; and (j) to obtain a Mortgage and to take any action required to comply with the terms thereof.

ARTICLE 8. CASUALTY AND CONDEMNATION

8.1. CASUALTY.

8.1.1. Landlord's Duty to Restore.

If the Premises or the Building shall be damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord of any damage or destruction to the Premises and/or Building of which Tenant has knowledge or is aware, and, unless Landlord has terminated this Lease pursuant to Sections 8.1.3 or Landlord or Tenant has terminated this Lease pursuant to Section 8.1.4, Landlord, subject to the Mortgagee's consent and to the conditions set forth in this Section 8.1.1, shall repair, rebuild or replace such damage and restore the Premises and/or the Building as the case may be, to substantially the same condition in which they were immediately prior to such damage or destruction.

Landlord shall exercise commercially reasonable efforts to commence the repair and restoration work required by this Section 8.1.1 promptly after receiving the insurance proceeds from the insurer, and to work diligently to complete such work, taking into account delays beyond Landlord's reasonable control.

Tenant shall, at its sole cost and expense, remove so much of its furniture and furnishings and other belongings from the Premises as Landlord shall require in order to perform the work required to be performed by Landlord under this Section 8.1.1.

8.1.2. Application of Insurance Proceeds.

If Landlord does not terminate this Lease pursuant to Section 8.1.3 and neither Landlord nor Tenant has terminated this Lease pursuant to Section 8.1.4 hereof, the net amount of any insurance proceeds (excluding proceeds received pursuant to any rental interruption coverage obtained by Landlord) actually recovered by Landlord by reason of the damage or destruction of the Building or Premises in excess of the cost of adjusting the insurance claim and collecting the insurance proceeds (such excess amount being hereinafter called the "net insurance proceeds") shall, subject to the Mortgagee's consent, be applied towards the cost of the work required to be performed by Landlord under Section 8.1.1. If the net insurance proceeds are more than adequate to complete such work, the amount by which the net insurance proceeds exceed the cost of such work shall be retained by Landlord. In no event shall Landlord be obligated to expend any amount in excess of the net insurance proceeds actually recovered to repair or restore the Building or Premises as a result of a fire or other casualty.

Whether or not this Lease is terminated pursuant to either Section 8.1.3 or 8.1.4, all insurance proceeds available from insurance carried by Tenant which covers loss to property that is Landlord's property or would become Landlord's property on termination of this Lease shall be paid to and become the property of Landlord, and the remainder of such proceeds shall be paid to and become the property of the Tenant.

8.1.3. Landlord's Option to Terminate and Not to Restore.

Notwithstanding any provisions of this Lease to the contrary, if the Building or the Premises is destroyed or substantially damaged due to a fire or other casualty, then Landlord shall have the right to terminate this Lease by delivering to Tenant written notice of election to terminate within ninety (90) days after the date of such damage or destruction which ninety (90) day period may be delayed by Landlord based

upon (i) lack of any settlement or finalization of a claim against Landlord's and/or Tenant's insurance company, or (ii) lack of receipt of insurance proceeds.

8.1.4. Mutual Right to Terminate.

Notwithstanding anything herein to the contrary, if the Premises are damaged by a fire or other casualty during the last six (6) months of the Lease Term, Landlord and Tenant shall each have the right to terminate this Lease by giving the other notice within thirty (30) days of such fire or casualty.

8.1.5. Repair and Restoration of Tenant's Personal Property, Tenant's Work and any Tenant Alterations.

Landlord's obligation to restore the Premises under Section 8.1.1 shall not include the repair, restoration or replacement of the furniture, fixtures or any other personal property owned by or in the possession of Tenant. In addition, Landlord shall not be under any obligation to repair, restore or replace any alterations to the Premises made by or on behalf of Tenant.

8.1.6. Rent Abatement; Tolling of Lease Term.

During the period that the Premises are rendered untenable in whole or part due to a fire or other casualty which does not result in the termination of this Lease, all of Tenant's obligations under this Lease shall remain in full force and effect, except that monthly installments of Base Rent (and any estimated payments of Additional Rent) shall be temporarily abated from the date of casualty throughout the period of restoration in proportion to the degree to which Tenant's use of the Premises is impaired by such damage, unless if such damage was caused by the gross negligence or willful misconduct of Tenant, its officers, affiliates, employees, invitees or contractors.

During any period of rent abatement under this Section 8.1.6, the Term of this Lease shall toll until the earlier of the date that (i) Landlord obtains a certificate of occupancy with respect to completion of the restoration to be performed by Landlord under Section 8.1.1 or (ii) Tenant recommences use of any part of the Premises.

8.2. CONDEMNATION.

8.2.1. Mutual Right to Terminate.

If the Premises or the Building is rendered untenable by reason of a condemnation (or by a deed given in lieu thereof), then either party may terminate this Lease by giving written notice of termination to the other party within thirty (30) days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. If this Lease so terminates, Rent shall be paid through and apportioned as of the date of such condemnation.

8.2.2. Restoration and Abatement of Rent.

If such condemnation does not render the Premises or the Building untenable, this Lease shall continue in effect and Landlord shall promptly restore the portion not condemned to the extent reasonably possible to the condition existing prior to the condemnation. In such event, however, Landlord shall not be required to expend an amount in excess of the proceeds received by Landlord from the condemning authority.

As of the date possession is taken by the condemning authority, Base Rent shall be reduced in the same proportion that the area of that part of the Premises so taken (less any addition to the area of the Premises by reason of any reconstruction) bears to the areas of the Premises immediately prior to such taking.

8.2.3. Application of Condemnation Award.

Landlord reserves all rights, and Tenant hereby assigns to Landlord all of Tenant's rights, if any, in and to compensation for any condemnation (except for any separate awards payable directly to Tenant for moving and relocation expenses or for Tenant's furnishings, trade fixtures and equipment which are not part of the Premises and would not become the property of Landlord upon termination of the Lease, provided such awards do not reduce any award to Landlord), and Tenant shall make no claim against Landlord or the condemning authority for compensation (except as provided in the immediately preceding sentence) for termination of Tenant's leasehold interest under this Lease or interference with Tenant's business.

8.2.4. Reserved Authority.

Landlord may, without notice, obligation, or liability to Tenant, stipulate with any condemning authority for a judgment or settlement of condemnation for all or any portion of the Land, Building, or Premises, without the necessity of a formal suit or judgment of condemnation. The date of taking under this ARTICLE 8 shall be deemed to be the date agreed to under the terms of said agreement for stipulation or settlement.

ARTICLE 9. DEFAULT**9.1. EVENTS OF DEFAULT.**

The occurrence of any of the following shall constitute an event of default (a "Default") by Tenant under this Lease:

- 9.1.1.** Tenant fails to pay any Rent when due;
- 9.1.2.** Tenant shall fail to perform any other financial obligation under this Lease, and such failure to pay is not cured within five (5) days after written notice from Landlord to Tenant specifying the nature of such failure and requesting Tenant to perform same;
- 9.1.3.** Tenant violates Section 6.12 (Assignment and Subletting);
- 9.1.4.** the leasehold interest of Tenant is levied upon or attached under process of law;
- 9.1.5.** Tenant or any guarantor of this Lease dies or dissolves;
- 9.1.6.** Tenant abandons or vacates the Premises for 15 consecutive days without notice and approval from Landlord, provided that short term closures upon a casualty or for Alterations shall not be considered abandonment or vacation;
- 9.1.7.** (a) if a receiver or custodian is appointed for any or all of Tenant's property or assets, or if there is instituted a foreclosure action on any of Tenant's property; or (b) if Tenant or any Guarantor files a voluntary petition under 11 U.S.C. Article 101 et seq., as amended (the "Bankruptcy Code"), or under the insolvency laws of any jurisdiction (the "Insolvency Laws"); or (c) if there is filed an involuntary petition against Tenant or any Guarantor as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is not dismissed within thirty (30) days of filing; or (d) if Tenant or any Guarantor makes or consents to an assignment of its assets, in whole or in part, for the benefit of creditors, or a common law composition of creditors; or (e) if Tenant generally is not paying its debts as its debts become due.; or
- 9.1.8.** Tenant fails to perform or observe any other covenant or obligation of Tenant set forth in this Lease and such failure is not cured within ten (10) days (or immediately if the failure

involves a hazardous condition) after written notice from Landlord to Tenant specifying the nature of such failure and requesting Tenant to perform same.

Notwithstanding any of the foregoing provisions of this Section 9.1 to the contrary, (i) no notice or opportunity to cure a failure to perform or observe any covenant or obligation of Tenant set forth in this Lease need be given, and no cure period whatsoever with respect thereto shall be allowed to Tenant, if the failure to perform or observe is incurable; and (ii) Tenant shall not be entitled to and Landlord shall not be required to provide any more than one (1) notice and cure period within any twelve (12) month period for the same type of default or failure to perform, and Tenant shall be deemed to be in default of its obligations under this Lease with no further notice from Landlord, based upon such same type of failure to perform.

9.2. REMEDIES FOR DEFAULT.

If Tenant defaults, and without limiting Landlord's right to indemnification, Landlord shall have the following remedies in addition to all other rights and remedies provided by Law or otherwise provided in this Lease, to which Landlord may resort cumulatively, or in the alternative:

9.2.1. Entry/Termination.

Upon the occurrence of a Default, Landlord may elect to terminate this Lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises and in either case by written notice thereof to Tenant. Upon any such termination, Tenant shall immediately surrender and vacate the Premises and deliver possession thereof to Landlord. Tenant grants to Landlord the right, without notice to Tenant, to enter and repossess the Premises and to expel Tenant and any others who may be occupying the Premises and to remove any and all property therefrom, without being deemed in any manner guilty of trespass and without relinquishing Landlord's rights to Rent or any other right given to Landlord hereunder or by operation of law. In addition, Landlord may alter any locks and other security devices at the Premises.

9.2.2. Reletting.

If Landlord terminates Tenant's right to possession of the Premises with or without terminating this Lease, Landlord may relet the Premises or any part thereof. In such case, Landlord shall use reasonable efforts to relet the Premises on such terms as Landlord shall reasonably deem appropriate; provided, however, Landlord may first lease Landlord's other available space and shall not be required to accept any tenant offered by Tenant or to observe any instructions given by Tenant about such reletting.

Tenant shall reimburse Landlord for the costs and expenses of reletting the Premises including, but not limited to, all brokerage, advertising, legal, alteration, incentives, and other expenses incurred to secure a new tenant for the Premises ("Costs of Reletting").

In addition, if the consideration collected by Landlord upon any such reletting, after reimbursement for Costs of Reletting and payment of all Other Damages, is insufficient to pay monthly the full amount of the Rent, Tenant shall first pay to Landlord all Costs of Reletting and Other Damages in full and shall thereafter pay any remaining monthly deficiency in Rent as it becomes due. If such consideration is greater than the amount necessary to pay the full amount of the Rent, Costs of Reletting, and Other Damages, the full amount of such excess shall be retained by Landlord and shall in no event be payable to Tenant.

However, if Landlord relets the Premises and during the term of such new lease the new tenant defaults under such lease, Tenant shall remain liable under the terms of this Lease for any and all rents and monetary obligations that accrue under this Lease for the original term of this Lease.

9.2.3. Suits for Damages.

Suit or suits for the recovery of damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term of this Lease would have expired if it had not been terminated hereunder.

9.3. DAMAGES.

Whether or not Landlord terminates this Lease, Landlord shall be entitled, at Landlord's election, to any and all damages sustained by Landlord. Such damages shall include, without limitation, Lost Rent under Section 9.3.1 and Other Damages set forth in Section 9.3.2.

9.3.1. Lost Rent.

Landlord may recover from Tenant, and Tenant shall pay to Landlord, on demand, the Rent and other charges payable by Tenant to Landlord through the date of termination, and, in addition, shall pay to Landlord as damages, the balance of Rent and other charges payable by Tenant to Landlord under the Lease which had yet to accrue at the time of termination ("Lost Rent"), calculated by any reasonable means and payable, in Landlord's discretion, either as:

9.3.1.1. An accelerated lump sum equal to the worth at the time of award of the amount by which the unpaid Rent and other charges for the balance of the Lease Term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided, computed by discounting such amount at the discount rate of the Federal Reserve Bank of Kansas City (or 0% if such discount rate is less than 0%) at the time of award plus 1% percent; or

9.3.1.2. Installment amounts equal to the Rent which would have been payable by Tenant had this Lease or Tenant's possession not been so terminated, payable upon the due dates therefor specified herein following such termination and until the Expiration Date, subject to reduction for net receipts from reletting as set forth in Section 9.2.2 (Reletting).

9.3.2. Other Damages.

In addition to Lost Rent, and whether or not Landlord terminates this Lease, Landlord may recover from Tenant, and Tenant shall pay to Landlord, on demand, any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform Tenant's obligations under this Lease, or which in the ordinary course of things would be likely to result there from, including, without limitation, the following: (i) expenses for cleaning, repairing or restoring the Premises; (ii) expenses for altering, remodeling or otherwise improving the Premises for the purpose of reletting, including removal of existing leasehold improvements and/or installation of additional leasehold improvements (regardless of how the same is funded, including reduction of rent, a direct payment or allowance to a new tenant, or otherwise); (iii) broker's fees, advertising costs and other Costs of Reletting the Premises; (iv) costs of carrying the Premises, such as taxes, insurance premiums, utility charges and security precautions; (v) expenses incurred in removing, disposing of and/or storing any of Tenant's personal property, inventory or trade fixtures remaining therein; (vi) attorney's fees, expert witness fees, court costs and other reasonable expenses incurred by Landlord (but not limited to taxable costs) in retaking possession of the Premises, establishing damages hereunder, and re-letting the Premises; and (vii) any other expenses, costs or damages otherwise incurred or suffered directly or indirectly as a result of Tenant's default.

9.3.3. Landlord's Right to Cure.

Landlord may, but shall not be obligated, to perform any obligation of Tenant under this Lease; and, if Landlord so elects, all costs and expenses paid by Landlord in performing such obligation, together with interest at the Default Rate, shall be reimbursed by Tenant to Landlord on demand.

9.3.4. Cumulative Remedies.

Any and all remedies set forth in this Lease: (i) shall be in addition to any and all other remedies Landlord may have at law and/or in equity, (ii) shall be cumulative, and (iii) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future.

9.3.5. No Waiver.

No receipt of money by Landlord from Tenant after termination of this Lease or after the service of any notice or after the commencing of any suit or after final judgment for possession of the Premises shall renew, reinstate, continue or extend the Term or affect any such notice or suit. No waiver of any default of Tenant shall be implied from any omission by Landlord to take any action on account of such default if such default persists or be repeated, and no express waiver shall affect any default other than the default specified in the express waiver and then only for the time and to the extent therein stated.

9.3.6. No Accord and Satisfaction.

No payment by Tenant or receipt and acceptance by Landlord of a lesser amount than due shall be deemed to be other than part payment of the full amount then due and payable; nor shall any endorsement or statement on any check or any letter accompanying any check, payment of Rent or other payment, be deemed an accord and satisfaction; and Landlord may accept, but is not obligated to accept, such part payment without prejudice to Landlord's right to recover the balance due and payable or to pursue any other remedy provided in this Lease or by law.

ARTICLE 10. PROTECTION OF LENDERS**10.1. SUBORDINATION AND ATTORNMENT.**

This Lease is and shall be expressly subject and subordinate at all times to (a) any present or future ground, underlying or operating lease of the Building, and all amendments, renewals and modifications to any such lease, and (b) the lien of any present or future mortgage, deed of trust, assignment of rents, or other pledge as collateral or lien encumbering fee title to the Land, Building, or Premises ("Mortgage"). If any such Mortgage shall be foreclosed, or if any such lease shall be terminated, upon request of the mortgagee, beneficiary or lessor, as the case may be, Tenant will attorn to the purchaser at the foreclosure sale or to the lessor under such lease, as the case may be. The foregoing provisions are declared to be self-operative and no further instruments shall be required to effect such subordination and/or attornment; provided, however, that Tenant agrees upon request by any such mortgagee, beneficiary, lessor or purchaser at foreclosure, as the case may be, to execute such subordination and/or attornment instruments as may be required by such person to confirm such subordination and/or attornment on the form customarily used by such party. Notwithstanding the foregoing to the contrary, any such mortgagee, beneficiary or lessor may elect to give the rights and interests of Tenant under this Lease (excluding rights in and to insurance proceeds and condemnation awards) priority over the lien of its mortgage or deed of trust or the estate of its lease, as the case may be and such purchaser or lessor, as the case may be shall not be: (a) be subject to any credits, offsets, defenses, claims, counterclaims or demands that Tenant might have against any prior Landlord (including, without limitation, Landlord); (b) be bound by any previous modification or amendment of the Lease or by any rent

or additional rent that Tenant might have paid for more than the current month to any prior Landlord, unless such modification or prepayment shall have been made with such purchaser's or lessor's, as the case may be, prior written consent; (c) be liable for any accrued obligation, act or omission of any prior Landlord (including, without limitation, Landlord), whether prior to or after foreclosure or termination of the superior lease, as the case may be; (d) be bound by any covenant to undertake or complete any improvements to the Building or the Premises, or to reimburse or pay Tenant for the cost of any such improvement; (e) be required to perform or provide any services not related to possession or quiet enjoyment of the Premises; (f) be required to account for any security deposit other than any security deposit actually delivered to such successor; or (g) be required to abide by any provisions for the diminution or abatement of rent. In the event of such election and upon the mortgagee, beneficiary or lessor notifying Tenant of such election, the rights and interests of Tenant shall be deemed superior to and to have priority over the lien of said mortgage or deed of trust or the estate of such lease, as the case may be, whether this Lease is dated prior to or subsequent to the date of such mortgage, deed of trust or lease. In such event, Tenant shall execute and deliver whatever instruments may be required by such mortgagee, beneficiary or lessor to confirm such superiority on the form customarily used by such party. If Tenant fails to execute any instrument required to be executed by Tenant under this Section 10.1 within ten (10) days after request, Tenant irrevocably appoints Landlord as its attorney-in-fact, in Tenant's name, to execute such instrument.

Notwithstanding any foregoing provision to the contrary, upon Tenant's request, Landlord agrees to use reasonable efforts to obtain an agreement (in such mortgagee's customary form) from any present holder of a mortgage on the Property, that upon the foreclosure of such mortgage or otherwise obtaining title to the Property, such mortgage holder shall not disturb Tenant's quiet enjoyment of the Premises, so long as Tenant abides by and is not in default of its obligations under this Lease.

In the event of any default on the part of Landlord, arising out of or accruing under the Lease, whereby the validity or the continued existence of the Lease might be impaired or terminated by Tenant, or Tenant might have a claim for partial or total eviction or abatement of rent, Tenant shall not pursue any of its rights with respect to such default or claim, and no notice of termination of the Lease as a result of such default shall be effective, unless and until Tenant has given written notice of such default or claim to any Mortgagee (but not later than the time that Tenant notified Landlord of such default or claim) and granted to such Mortgagee a reasonable time, which shall not be less than the greater of (i) the period of time granted to Landlord under the Lease, or (ii) thirty (30) days, after the giving of such notice by Tenant to such Mortgagee, to cure or to undertake the elimination of the basis for such default or claim, after the time when Landlord shall have become entitled under the Lease to cure the cause of such default or claim; it being expressly understood that (a) if such default or claim cannot reasonably be cured within such cure period, such Mortgagee shall have such additional period of time to cure same as it reasonably determines is necessary, so long as it continues to pursue such cure with reasonable diligence, and (b) such Mortgagee's right to cure any such default or claim shall not be deemed to create any obligation for such Mortgagee to cure or to undertake the elimination of any such default or claim.

10.2. ESTOPPEL CERTIFICATES.

Tenant agrees that, from time to time upon not less than ten (10) business days' prior request by Landlord, Tenant shall execute and deliver to Landlord a written certificate certifying: (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, a description of such modifications and that this Lease, as modified, is in full force and effect); (b) the dates to which Rent has been paid; (c) that Tenant is in possession of the Premises, if that is the case; (d) that Landlord is not in default under this Lease, or, if Tenant believes Landlord is in default, the nature thereof in detail; (e) that Tenant has no

off-sets or defenses to the performance of its obligations under this Lease (or if Tenant believes there are any off-sets or defenses, a full and complete explanation thereof); and (f) such additional matters as may be requested by Landlord, it being agreed that such certificate may be relied upon by Landlord, any prospective purchaser, mortgagee or other person having or acquiring an interest in the Building. If Tenant fails to execute and deliver any such certificate within ten (10) days after request, Tenant shall be deemed to have irrevocably appointed Landlord as Tenant's attorney-in-fact to execute and deliver such certificate in Tenant's name.

ARTICLE 11. GENERAL PROVISIONS

11.1. TENANT'S ORGANIZATION AND AUTHORITY.

In the event Tenant is a corporation (including any form of professional association), partnership (general or limited), or other form of organization other than an individual (each such entity is individually referred to herein as an "Organizational Entity"), then Tenant hereby covenants, warrants and represents: (1) that the individual executing this Lease is duly authorized to execute and/or attest and deliver this Lease on behalf of Tenant in accordance with the organizational documents of Tenant, (2) that this Lease is binding upon Tenant, (3) that Tenant is duly organized and legally existing in the state of its organization, and is qualified to do business in the state in which the Premises is located, and (4) that the execution and delivery of this Lease by Tenant will not result in any breach of, or constitute a default under any mortgage, deed of trust, lease, loan, credit agreement, partnership agreement or other contract or instrument to which Tenant is a party or by which Tenant may be bound. If Tenant is an Organizational Entity, upon request, Tenant will deliver to Landlord true and correct copies of such organizational documents of Tenant as may be requested by Landlord in order to verify Tenant's organizational structure and authority to execute this Lease, including, without limitation, copies of an appropriate resolution or consent of Tenant's board of directors or other appropriate governing body of Tenant authorizing or ratifying the execution and delivery of this Lease and identifying the persons with authority to receive notice or otherwise bind Tenant and act on Tenant's behalf under this Lease, which resolution or consent will be duly certified to Landlord's satisfaction by an appropriate individual with authority to certify such documents, such as the secretary or assistant secretary or the managing general partner of tenant.

11.2. BROKERS.

Tenant represents and warrants that Tenant has dealt only with the broker named in the Summary of Terms (the "Broker") in connection with this Lease and that, to the best of Tenant's knowledge, no other broker negotiated this Lease or is entitled to any commission in connection herewith. Tenant agrees to indemnify, defend and hold Landlord, its asset manager, its property manager and their respective employees harmless from and against any claims for a fee or commission made by any broker, other than the Broker, claiming to have acted by or on behalf of Tenant in connection with this Lease.

11.3. ENTIRE AGREEMENT.

This Lease, and the Appendices, if any, attached hereto which are hereby made a part of this Lease, represent the complete agreement between Landlord and Tenant; and Landlord has made no representations or warranties except as expressly set forth in this Lease. No modification or amendment of or waiver under this Lease shall be binding upon Landlord or Tenant unless in writing signed by Landlord and Tenant.

11.4. TENDER OF LEASE NOT AN OFFER TO LEASE; EXECUTION AND DELIVERY.

Submission of this instrument for examination or signature by Tenant does not constitute a reservation of space or an option for lease, and it is not effective until execution and delivery by both Landlord and

Tenant. Execution and delivery of this Lease by Tenant to Landlord shall constitute an irrevocable offer by Tenant to lease the Premises on the terms and conditions set forth herein, which offer may not be revoked for fifteen (15) days after such delivery.

11.5. FORCE MAJEURE.

Landlord shall not be in default hereunder and Tenant shall not be excused from performing any of its obligations hereunder if Landlord is prevented from performing any of its obligations hereunder due to acts of God, imminent occurrences of acts of God, strikes, sabotage, accidents, acts of war or terror, fire and casualty, legal requirements (to the extent they are not customary or require a longer than usual time period in which to comply), government restrictions or controls on construction (to the extent such restrictions or controls are not customary or require a longer than usual time period in which to comply), insurance reimbursement problems or delays, emergencies, shortages or inability to obtain labor, materials or equipment, energy shortage, the failure of the applicable governmental authority to timely issue building permits for any Landlord Improvements or Tenant Improvements, to conduct inspections required in connection with any Landlord Improvements or Tenant Improvements, or to issue a certificate of occupancy for any Landlord Improvements or Tenant Improvements, or any other causes beyond the reasonable control of Landlord.

11.6. NO SURRENDER.

Neither the delivery of keys to any employee of Landlord or to Landlord's agent or any employee thereof, nor the termination or expiration of any sublease or assignment or all or any portion of the Premises, nor the abandonment of the Premises shall operate as a termination of this Lease or an acceptance of surrender of the Premises, absent the explicit written agreement of the Landlord to same.

11.7. JOINT AND SEVERAL LIABILITY.

If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease.

11.8. LEGAL COSTS AND EXPENSES.

Tenant shall pay to Landlord all costs and expenses, including reasonable attorney's fees, incurred by Landlord in connection with a default by Tenant hereunder or in enforcing this Lease or incurred by Landlord as a result of any litigation to which Landlord becomes a party as a result of this Lease.

11.9. LIMITATION OF LANDLORD LIABILITY AND TENANT'S RECOURSE.

In the event of any liability of any Landlord or any Landlord Party arising out of or in connection with this Lease, Tenant or any third party shall only have recourse to Landlord's equity in the Building, and only as if there were a first deed of trust or mortgage secured thereby in the amount of 75% of the fair market value at the time of award. In no event shall any personal liability be asserted against Landlord in connection with any such claim nor shall any recourse be had to any other property or assets of Landlord. If Landlord is any form of entity, Tenant agrees that no obligation of Landlord shall constitute a personal obligation of any officer, director, trustee, employee, partner, member, owner or other principal or agent of said entity. No property owned by any member, partner or other owner of Landlord, or any of their or Landlord's employees, officers, directors, shareholders, members or partners, shall be subject to levy, execution or other enforcement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant in connection with any such claim. Notwithstanding anything contained in this Lease to the contrary, in no event shall Landlord be liable to Tenant or any third party on account of any claims for

lost business or profits or any indirect or consequential losses or damages or any punitive damages for any reason, including Landlord's willful breach.

11.10. ASSIGNMENT BY LANDLORD.

Landlord shall have the right in its sole and unrestrained discretion, to transfer and assign, in whole or in part, all of its rights and obligations in and to this Lease and/or the Building or Property. The word "Landlord" is used in this Lease to include the Landlord named above as well as its successors and assigns, each of whom shall have the same rights, remedies, powers, authorities and privileges as it would have had it originally signed this Lease as Landlord. Any such person, whether or not named herein, shall have no liability hereunder after it ceases to hold title to the Premises except for obligations which may have theretofore accrued.

11.11. NO RECORDING OF LEASE.

Tenant shall not record this Lease or any notice or memorandum thereof.

11.12. NOTICES.

All notices and demands to be given by one party to the other party under this Lease shall be given in writing, mailed or delivered to Landlord or Tenant, as the case may be, at the address of each party set forth in the Summary of Terms or at such other address as either party may hereafter designate. Notices shall be delivered by hand or by United States certified or registered mail, postage prepaid, return receipt requested, or by a nationally recognized overnight air courier service. Notices shall be considered to have been given upon the earlier to occur of actual receipt or refusal to accept delivery thereof.

11.13. GOVERNING LAW; VENUE.

This Lease shall be governed by and construed in accordance with the laws of Colorado. Any legal action, suit, or proceeding brought by either Landlord or Tenant related to or arising out of this Lease or the interpretation of it shall be brought in the state courts situated in the county in which the Premises are located, which shall be the sole and exclusive venue for any such action, suit, or proceeding. Each of Landlord and Tenant hereby accepts and submits to the exclusive jurisdiction of each of the aforesaid courts with respect to any action, suit, or proceeding brought by it or against it by the other party. Each of Landlord and Tenant hereby waives any objection to the venue for any such action, suit, or proceeding being in such courts.

11.14. SEVERABILITY; RULES OF CONSTRUCTION.

If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstances shall be declared invalid or unenforceable by the final ruling of a court of competent jurisdiction having final review, the remaining terms, covenants, conditions and provisions of this Lease and their application to persons or circumstances shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties, and in the place of such invalid or unenforceable provision, there shall be substituted a like, but valid and enforceable provision which comports to the findings of the aforesaid court and most nearly accomplishes the original intention of the parties. The titles of the several Articles and Sections contained herein are for convenience only and shall not be considered in construing this Lease. Each and every covenant of Tenant in this Lease shall be both a covenant and a condition to the performance of Landlord's obligations hereunder.

11.15. BINDING EFFECT; SUCCESSORS AND ASSIGNS.

Subject to Section 6.12 of this Lease, each provision of this Lease shall extend to, bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns; and all references herein to Landlord and Tenant shall be deemed to include all such parties.

11.16. SURVIVAL.

All representations and warranties of Tenant, Tenant's indemnities, hold harmless and defense obligations and Tenant's obligations to pay Additional Rent shall survive the expiration or earlier termination of this Lease.

11.17. TIME IS OF THE ESSENCE.

Time is of the essence of this Lease and each and all of its provisions.

11.18. WAIVER OF JURY TRIAL.

Landlord and Tenant waive trial by jury in the event of any action, proceeding or counterclaim brought by either Landlord or Tenant against the other in connection with this Lease.

Executed as of the date first above written by Landlord and Tenant.

LANDLORD:

Dick North Industries, LLC

Nate Greaves
By: _____
Nathan Greaves, Manager
Date: 02/16/2026 _____

TENANT:

Good love llc

Abreaze Parra
By: _____
Abreaze Parra, Member
Date: 02/16/2026 _____

APPENDIX A GUARANTY

PERSONAL GUARANTY

THIS PERSONAL GUARANTY AGREEMENT (the "Guaranty") is given by **Abreaze Parra** (the "Guarantor") to induce Dick North Industries, LLC, a Colorado Limited Liability Company (the "Landlord") to enter into a Commercial Lease Agreement dated 02/16/2026, 2026 (the "Lease") between Landlord and Good love llc, a Colorado Limited Liability Company (the "Tenant").

1. Guarantor represents that Guarantor has a financial interest in Tenant and that it is in the interest of Guarantor that Tenant enter into the Lease. Guarantor further agrees and acknowledges that the provision of this Guaranty is a material inducement to Landlord, without which Landlord would be unwilling to enter into the Lease.

2. Guarantor hereby guaranties, unconditionally and absolutely, the full and faithful performance and observance of all the covenants, terms and conditions of the Lease to be performed and observed by Tenant under the Lease, expressly including, without being limited to, the payment, when due, of rent, Base Rent, Additional Rent, and all other amounts payable by Tenant under the Lease.

3. If the Lease shall be modified in any respect by agreement between Landlord and Tenant, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful performance and observance of all of the covenants, terms and conditions of the Lease and of any such modification thereof.

4. Insofar as the payment by Tenant of any sums of money to Landlord is involved, this Guaranty is a guaranty of payment and not of collection, and shall remain in full force and effect until payment in full to Landlord of all such sums. Guarantor waives any right to require that any action be brought against Tenant or any other guarantor prior to Landlord exercising its rights under this Guaranty.

5. Guarantor does not require any other or additional notice of Tenant's nonpayment, nonperformance, or nonobservance of the covenants, terms and conditions of the Lease. Guarantor hereby expressly waives the right to receive such notice.

6. The liability of Guarantor is joint and several with that of Tenant and any other guarantor, and action may be brought against Guarantor and carried to final judgment either with or without making Tenant or any other guarantor a party thereto.

7. Until all of Tenant's obligations under the Lease are fully performed, Guarantor (a) waives any rights that Guarantor may have against Tenant by reason of any one or more payments or acts in compliance with the obligations of Guarantor under this Guaranty, and (b) subordinates any liability or indebtedness of Tenant held by Guarantor to the obligations of Tenant to Landlord under the Lease.

8. Neither Guarantor's obligation to make payment in accordance with the terms of this Guaranty nor any remedy for the enforcement thereof shall be impaired, modified, released or limited in any way by any impairment, modification, release or limitation of the liability of Tenant or its estate in bankruptcy, resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same.

9. Guarantor waives any right to require that Landlord first resort to any security or to any other credit in favor of Tenant prior to Landlord's exercise of its rights under this Guaranty.

10. Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty. Guarantor hereby waives the right to trial by jury in any civil action that may hereafter be instituted by Landlord against Guarantor in respect of this Guaranty.

11. Guarantor shall pay all of Landlord's expenses incurred in enforcing this Guaranty against Guarantor, including but not limited to, Landlord's reasonable attorneys' fees, court fees and costs, incurred in any civil action to enforce this Guaranty.

12. The Lease and this Guaranty shall be governed by, interpreted under the laws of, and enforced in the courts of the State of Colorado.

13. This Guaranty, and all of the terms hereof, shall be binding on Guarantor and the successors, assigns, and legal representatives of Guarantor, and shall inure to the benefit of and may be enforced by Landlord, its successors and assigns, and by the holder of any mortgage to which the Lease may be subject and subordinate from time to time.

14. Capitalized terms under this Guaranty shall have the same meaning under this Guaranty as their meaning under the Lease, unless otherwise defined in this Guaranty.

Guarantor:

Abreaze Parra

Date: 02/16/2026

Abreaze Parra

 _____

 _____

Address: 
Paonia CO, 81428

APPENDIX B
LANDLORD IMPROVEMENTS

1. **Work; Budget.** Landlord shall build and provide a custom, wooden bar and bartop at Landlord's cost, not to exceed \$10,000.00 ("Budget") inclusive of all materials and labor including any permitting, plumbing, and electrical.
2. **Materials.** Subject to Tenant's approval, which may not be unreasonably withheld, Landlord shall be responsible for design and selection of materials and contractors.
3. **Excess Costs.** Landlord shall have no obligation to complete work or incur costs in excess of the Budget. In the event the actual and reasonable cost of the work is anticipated to exceed the Budget, Landlord shall provide ten (10) days notice to Tenant, during which time Tenant shall have the option to either (i) accept the Premises as-is; or (ii) direct Landlord to complete the work, in which case Tenant shall reimburse Landlord in full within thirty (30) days of Tenant's receipt from Landlord of any project accounting or invoice showing an overage and balance due, which balance shall be due from Tenant as Additional Rent. In the event Tenant does not notify Landlord of its election prior to the expiration of the ten (10) day notice timeframe, Tenant shall be deemed to have accepted the Premises as-is.

APPENDIX C
RULES AND REGULATIONS

1. Tenant shall not make any use of the Premises which may be dangerous to person or property or which shall increase the cost of insurance or require additional insurance coverage.
2. Tenant shall maintain uniform drapes or window coverings in the Premises so that the Building presents a uniform professional exterior appearance. Any window coverings, shades, screens, covers or other materials must be approved by Landlord before installation.
3. Tenant shall not paint, display, inscribe or affix any sign, picture, advertisement, notice, lettering or direction or install any lights on any part of the outside of the Building (nor on any part of the inside of the Premises which can be seen from outside the Premises), except as approved by Landlord in writing.
4. Tenant shall not lay floor covering within the Premises without written approval of the Landlord. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
5. Tenant shall not obstruct or place objects on or in sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in and about the Building. Tenant shall not place objects against doors or windows or store items outside the Building or inside except within designated storage areas.
6. Tenant shall furnish Landlord with duplicate keys for any new or additional locks on doors installed by Tenant and/or access codes or key cards in the event that Tenant installs any such security systems to the Premises. When the Lease is terminated, Tenant shall deliver all keys and or/key cards/access cards, as the case may be, to Landlord and will provide to Landlord the means of opening any safes, cabinets or vaults left in the Premises.
7. Tenant shall not install any signal, communication, alarm or other utility or service system or equipment without the prior written consent of Landlord.
8. Tenant shall not overload floors; and Tenant shall obtain Landlord's prior written approval as to size, maximum weight, routing and location of equipment, furniture, machines, safes, and heavy objects. Movements of Tenant's property into or out of the Building and within the Building are entirely at the risk and responsibility of Tenant.

APPENDIX D

CLEANING SPECIFICATIONS

1. Kitchen Exhaust

- 1.1. Tenant is responsible to clean kitchen venting and exhaust systems.
- 1.2. Tenant shall conduct routine cleaning of hoods and filters (daily/weekly).
- 1.3. Tenant shall obtain professional deep cleaning (every 6 months or more frequently as needed) of the entire system (hood, fan, ductwork) removing buildup from all components down to bare metal using degreasers and high-pressure washing to prevent grease fires.

2. Flooring

- 2.1. Tenant shall ensure all flooring is swept as needed throughout the day and swept and washed nightly using proper disinfectants.
- 2.2. To prevent damage, wood floors shall not be washed using an excessive amount of water.
- 2.3. Flooring under readily moveable items, furniture, and equipment (e.g. bar stools, chairs, doormats) shall be cleaned daily.
Flooring under other moveable furniture and equipment (e.g. carts, ovens, booth seating) shall be cleaned as needed and at least annually.

3. Walls and Windows

- 3.1. Wash interior and exterior of windows periodically, subject to weather conditions.
- 3.2. Periodically hand dust and wash any window treatments, décor, and signage.

4. Finishes

- 4.1. Polish or oil finished wood surfaces periodically using appropriate products.
- 4.2. Promptly repair chips or defects in paint, enamel, grout, caulk, or other finishes.

5. Lavatories

- 5.1. Wash and disinfect all sink basins, bowls, urinals, toilet seats, toilet bowls and tanks daily or more often as needed.
- 5.2. Hand dust and clean all partitions, walls, dispensers, and receptacles in lavatories and restrooms periodically to prevent dust buildup.

6. Exterior

- 6.1. Subject to weather conditions, keep exterior areas swept and free of yard waste and debris.
- 6.2. Do not store items against the Building or fence siding.

7. Routine and Deep Cleaning

- 7.1. All hard surfaces shall be periodically hand dusted, washed, and disinfected.
- 7.2. Tenant shall take all other actions necessary to keep the inside and outside of the Premises, including lavatories, in good and broom clean condition, free of dirt, dust, odors, buildup, vermin, and accumulation of refuse and yard waste.

APPENDIX E

VARIABLE PRICE DISCLOSURE PURSUANT TO C.R.S. 6-1-737 (2)(B)(II)

Pursuant to C.R.S. §6-1-737 (2)(B)(II), you are hereby notified that the total price to be paid under this Commercial Lease Agreement ("Lease") cannot be reasonably determined at this time due to factors beyond Landlord's control. The total price may vary. Factors determining the total price include the following, as set forth in the Lease:

Base Rent.

- Base Rent is known and is defined in Section 4.2.1.
- A schedule of Base Rent is included at Section 1.4.

Additional Rent.

- Additional Rent is a variable amount covering reimbursement for Landlord's Taxes and Expenses.
- Taxes are defined in Section 4.1.3.
- Expenses are defined in Section 4.1.4.

Mandatory fees associated with the transaction.

- The Security Deposit is not part of the total price. The Security Deposit will be paid to Landlord and is refundable unless it is applied to charges in accordance with Section 4.6.1 of the Lease Agreement.

Additional factors determining the total price include costs of the following mandatory additional items or services which must be paid for or provided by the Tenant under this Agreement and which are not included in the total price:

- Tenant's insurance
- signage
- utilities
- janitorial and landscaping services
- maintenance, repair
- food and liquor licensing and permits
- equipment
- cost of compliance with Tenant's legal and contractual obligations.

TENANT:

Good love llc

By: Abreaze Parra

Abreaze Parra, Member

Date: 02/16/2026

SIGNATURE CERTIFICATE

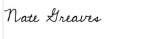


REFERENCE NUMBER

44EBAC77-1939-4C6F-AF47-278390534B10

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number 44EBAC77-1939-4C6F-AF47-278390534B10	Document Name Lease - General Commercial - NNN v 3 clean rev scr 2026 2 16
Transaction Type Signature Request	Filename Lease_-_General_Commercial_-_NNN_v_3_clean_rev_scr_2026_2_16_.pdf
Sent At 02/16/2026 03:59:38 PM EST	Pages 34 pages
Executed At 02/16/2026 05:35:19 PM EST	Content Type application/pdf
Identity Method email	File Size 468 KB
Distribution Method email	Original Checksum 9dad5d5ddf8b91bf9ee267abe0d1eda2450dfc9cc42b5ed29767e3fda80cb8c0
Signed Checksum 39787f98c04f02e4c750135cf439847ee549ff87bc01392b4f34fcc97b010c1	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Abreaze Parra	Status signed	Viewed At 02/16/2026 05:31:12 PM EST
Email [REDACTED]	Multi-factor Digital Fingerprint Checksum 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945	Identity Authenticated At 02/16/2026 05:35:19 PM EST
Components 11	IP Address [REDACTED]	Signed At 02/16/2026 05:35:19 PM EST
	Device Chrome via Windows	
	Typed Signature 	
	Signature Reference ID 101C77F5	
	Typed Signature 	
	Signature Reference ID F1437830	
	Typed Signature 	
	Signature Reference ID 363E3A86	
Name Nate Greaves	Status signed	Viewed At 02/16/2026 05:04:31 PM EST
Email [REDACTED]	Multi-factor Digital Fingerprint Checksum 4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945	Identity Authenticated At 02/16/2026 05:05:23 PM EST
Components 2	IP Address [REDACTED]	Signed At 02/16/2026 05:05:23 PM EST
	Device Chrome Mobile via Android	
	Typed Signature 	
	Signature Reference ID 9C71D8AF	

AUDITS

TIMESTAMP	AUDIT
02/16/2026 03:59:38 PM EST	Genevieve LaMaire [REDACTED] created document 'Lease - _General_Commercial_-_NNN_v_3_clean_rev_scr_2026_2_16_.pdf' on Chrome via Windows from [REDACTED]
02/16/2026 03:59:38 PM EST	Abreaze Parra [REDACTED] was emailed a link to sign.
02/16/2026 03:59:38 PM EST	Nate Greaves [REDACTED] was emailed a link to sign.
02/16/2026 05:04:31 PM EST	Nate Greaves [REDACTED] viewed the document on Chrome Mobile via Android from [REDACTED]
02/16/2026 05:05:23 PM EST	Nate Greaves [REDACTED] authenticated via email on Chrome Mobile via Android from [REDACTED]
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02/16/2026 05:35:19 PM EST	Abreaze Parra [REDACTED] signed the document on Chrome via Windows from [REDACTED]

This letter is to notify that Good Love LLc does not have a operating agreement

Abreaze Parra

Wholesaler Affidavit of Compliance

Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)

12-75388-0001

Trade Name of Establishment / Doing Business As (DBA)

Paonia United Brewing Co

License Number

12-75388-0001

Phone Number

970-361-0944

Email Address

chrysalisbarrelagedbeer@gmail.com

Physical Address

302 Grand Ave

City

Paonia

State

CO

ZIP Code

81428

Transferor Retailer Licensee Name

Aspen YOGA INC.

Trade Name of Establishment / Doing Business As (D B A)

Louies Pizza M. Heart

License Number

28-42099-0000

Phone Number

N/A

Physical Address

202 Grand Ave

City

Paonia

State

CO

ZIP Code

81428

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☒ Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler

Shawn Larsen - Paonia United Brewing

Printed Name

Owner Shawn Larsen

Title

OWNER

Signature



Date (MM/DD/YY)

2-18-26

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20231845889 of

Good love llc

Colorado Limited Liability Company

(Entity ID # 20231845889)

consisting of 1 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/13/2026 that have been posted, and by documents delivered to this office electronically through 02/17/2026@ 09:03:20.

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 02/17/2026 @ 09:03:20 in accordance with applicable law. This certificate is assigned Confirmation Number 18215833



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."



Articles of Organization for a Limited Liability Company

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

The domestic entity name of the limited liability company is Good love llc

The principal office street address is [REDACTED]
[REDACTED]
US

The principal office mailing address is [REDACTED]
[REDACTED]
US

The name of the registered agent is abreaze parra

The registered agent's street address is [REDACTED]
[REDACTED]
US

The registered agent's mailing address is [REDACTED]
[REDACTED]
US

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

The management of the limited liability company is vested in Members

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

Person(s) forming the limited liability company

Abreaze Parra
[REDACTED]
[REDACTED]
US

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

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

Name(s) and address(es) of the individual(s) causing the document to be delivered for filing

Abreaze Parra
[REDACTED]
[REDACTED]
US

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,

Good love llc

is a

Limited Liability Company

formed or registered on 08/16/2023 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 20231845889 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/13/2026 that have been posted, and by documents delivered to this office electronically through 02/17/2026 @ 09:02:05 .

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 02/17/2026 @ 09:02:05 in accordance with applicable law. This certificate is assigned Confirmation Number 18215831 .



Secretary of State of the State of Colorado

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

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



**Town of Paonia
Clerk's Office**

APPLICATION FOR TEMPORARY LIQUOR LICENSE PERMIT

Pending Transfer of Ownership Approval

Instructions

All questions must be fully answered.

Notice: Any individual, corporation, partnership, limited liability company (LLC), association, or other entity applying for a temporary permit is responsible for complying with the Colorado Liquor Code (C.R.S. Title 44, Articles 3 and 4), all applicable regulations of the Colorado Division of Liquor Enforcement, and all ordinances and regulations of the Town of Paonia.

Required Submittals

X Completed Transfer of Ownership Application

X All required transfer fees

X Documentation demonstrating legal possession of the premises

Applicant Information

Legal Name of Applicant Entity

Good Love LLC

Trade Name (DBA)

Stealys

Name of Current Licensee

Aspen Yoga INC

Trade Name of Current Licensee

Louie's Pizza My Heart



Town of Paonia
Clerk's Office

Address of Licensed Premises

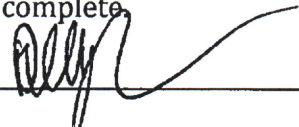
202 Grand Ave, Paonia CO, 81428

Important Information

- Temporary permit valid for no more than one hundred twenty (120) days from issuance.
- Automatically void upon transfer completion and issuance of permanent license.
- Subject to cancellation or suspension for violations of law or regulations.

Applicant Certification

I certify under penalty of perjury that the information contained in this application is true and complete.

Signature: 

Printed Name & Title: Abreaze Parra, Owner

Date: 02/19/2026

Clerk's Office Use Only

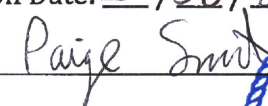
Case #: 26-100

Date Received: 2/20/2026

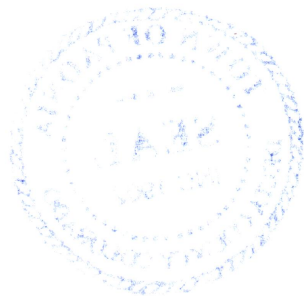
Temporary Permit Issued: ☒ Yes ☐ No

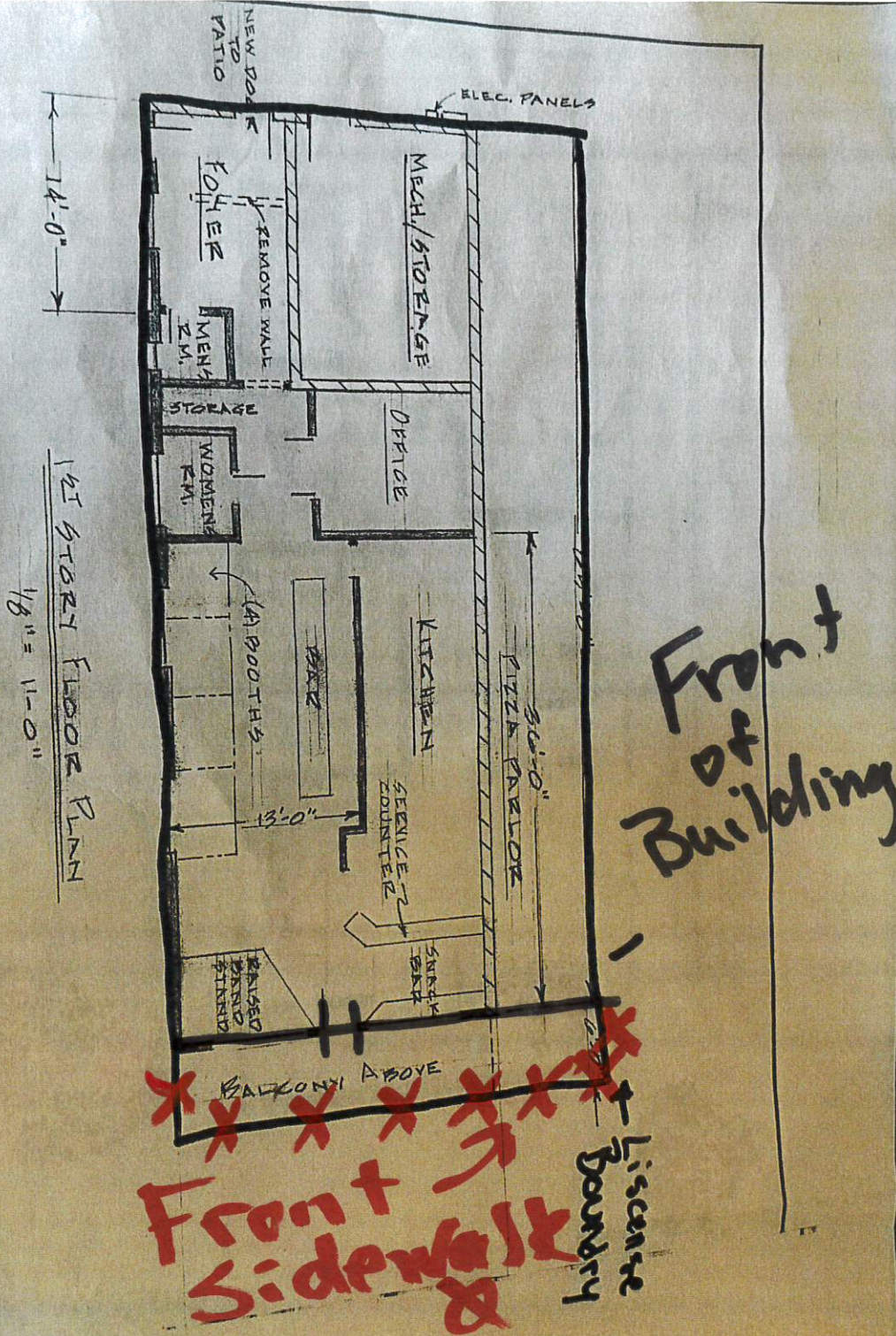
Date Issued: 2/25/2026

Permit Expiration Date: 5/25/2026

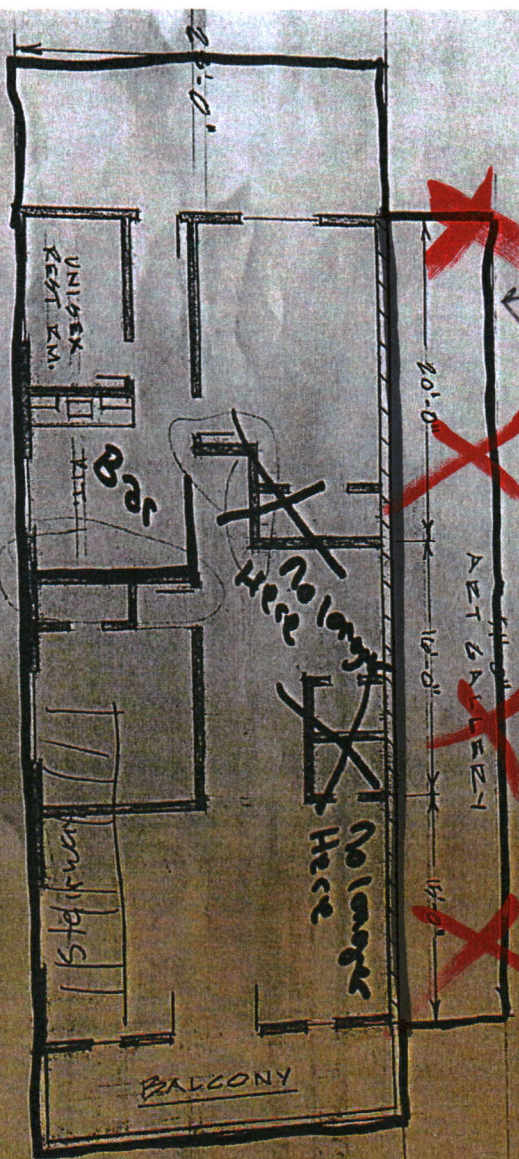
Approved by: 







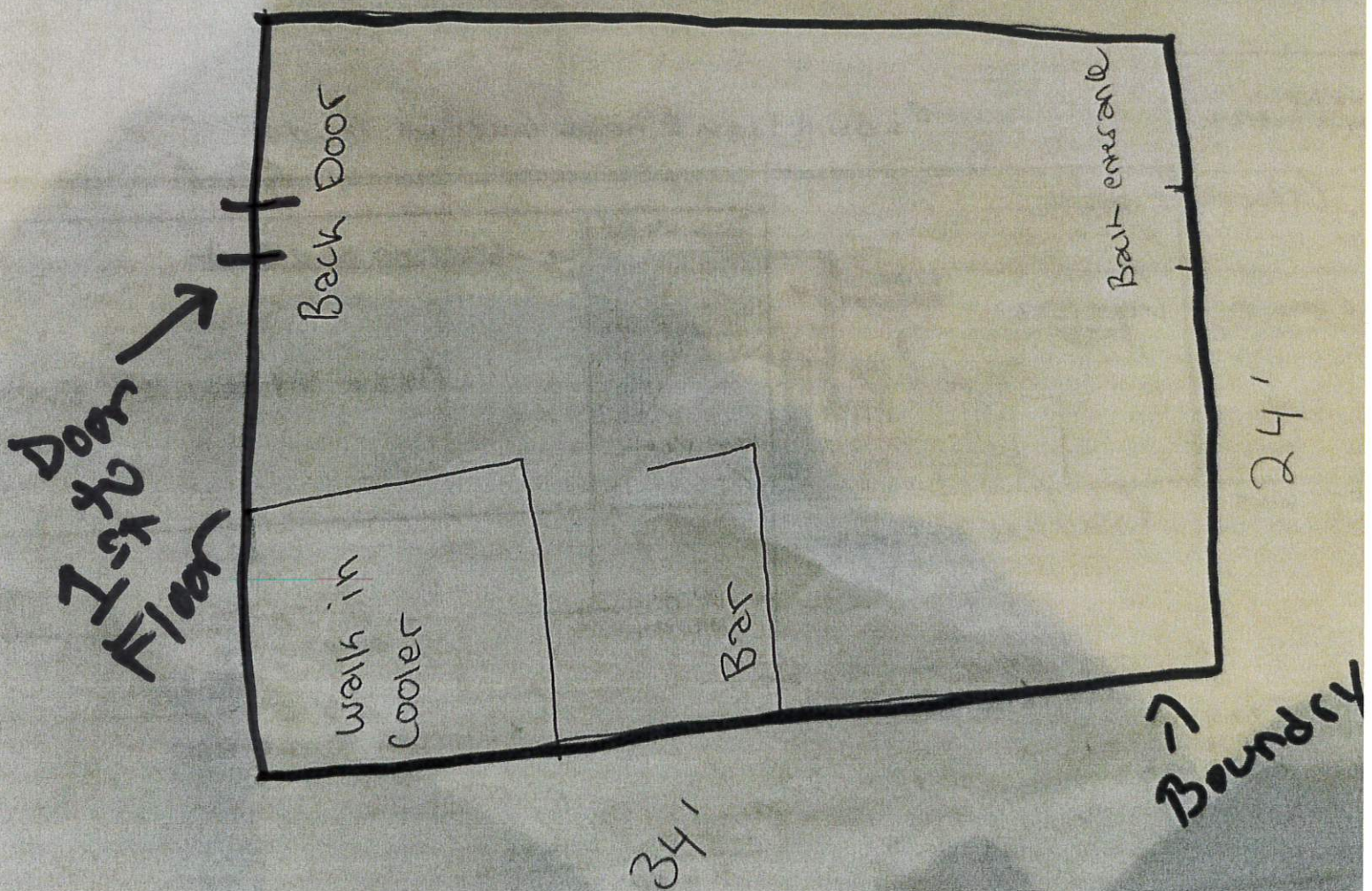
2ND STOREY FLOOR PLAN
1/8" = 1'-0"



Legend
Isom junction for solid wall

← liquor
license
Boulevard

Back Porch



Town of Paonia
PO Box 460
214 Grand Avenue
Paonia CO 81428-0460

(970) 527-4101

Receipt No: 1.000189770

Feb 18, 2026

Good Love LLC

PAID

FEB 18 2026

**TOWN OF PAONIA
214 GRAND AVENUE**

Previous Balance:	.00
App. Fees, Licenses - Liquor License Transfer Fee	798.75
Total:	798.75
Check	798.75
Check No: 133	
Total Applied:	798.75
Change Tendered:	.00

02/18/2026 2:28 PM

Transfer of Ownership/Location: \$750.00

Beer & Wine License: \$48.75 (Decided by State Fee Schedule)



Town of Paonia
Office of the Town Clerk
Samira M Vetter, CMC
214 Grand Ave.
P.O. Box 460
Paonia, CO 81428
O: (970) 527-4101
C: (970) 742-4658

TOWN OF PAONIA, COLORADO

NOTICE OF PUBLIC HEARING

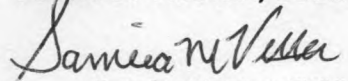
NOTICE is hereby given that the Town of Paonia Board of Trustees will hold a Public Hearing at 6:30 pm on Tuesday, March 10, 2026, at the Paonia Town Hall, 214 Grand Avenue, Paonia, CO 81428.

The purpose of the Public Hearing is to consider an application to transfer a Beer and Wine License, from Aspen Yoga, INC dba Louie's Pizza My Heart to Good Love LLC dba Stealys for the restaurant premises located at 202 Grand Avenue, Paonia, CO 81428. The managing member of Good Love LLC is Abreaze Parra, 14134 Burgess Ln, Paonia CO 81428.

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

Dated the 20th day of February 2026.

TOWN OF PAONIA, COLORADO


Samira Vetter, CMC
Paonia Town Clerk

211 Grand Ave LLC
PO Box 279
Paonia, CO 81428-0279

Rebecca Corona
PO Box 1667
Paonia, CO 81428-1667

Butler Gulch LLC
75 Columbia Ave.
Cedarhurst, NY 11516-2011

Lori Jean Mason
PO Box 1649
Paonia, CO 81428-1649

Oakstar Bank
PO Box 100
Paonia, CO 81428-0100

Andrew Graffis
PO Box 81
Paonia, CO 81428-0081

Robert Lehman
PO Box 772
Paonia, CO 81428-0772

The Nicolette Richardson Trust
33845 Highway 92
Hotchkiss, CO 81419-7111

Laura Carroll
PO Box 1865
Paonia, CO 81428-1865

Loretta Legg Trust
2245 I Road
Grand Junction, CO 81505-9319

Delta County Memorial
Hospital District
PO Box 10100
Delta, CO 81416-0008

Delta County School District 50
145 W 4th Street
Delta, CO 81416-1839

Chelsea Bookout
PO Box 1205
Paonia, CO 81428-1205

High Yield Properties LLC
PO Box 1631
Paonia, CO 81428-1631

Pensco Trust Company
FBO Michael Jackson
PO Box 1012
Boston, MA 02298-1012

RJM Rentals LLC
PO Box 854
Paonia, CO 81428-0854

The Learning Council
PO Box 1744
Paonia, CO 81428-1744

VM & ML LLC
40018 M Road
Paonia, CO 81428-6414

Friends of the Paradise Theatre
PO Box 886
Paonia, CO 81428-0886

Delta County Tele-Comm
525 Junction Road
Madison, WI 53717-2152

Louis Hayes
PO Box 1713
Paonia, CO 81428-1713

Michael Jackson
PO Box 74
Paonia, CO 81428-0074

Scott Ruppert
PO Box 1809
Paonia, CO 81428-1809

Delta County CAWS
PO Box 1736
Paonia, CO 81428-1736

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City, State, Zip Grand Junction, CO 81505-9319

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PO Box 772
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FBO Michael Jackson
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PO Box 1205
City, State, Zip Paonia, CO 81428-1205

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Friends of the Paradise Theatre
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Paonia, CO 81428-0886

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The Learning Council
PO Box 1744
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Scott Ruppert
PO Box 1809
Paonia, CO 81428-1809

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☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$10.48

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Street and
City, State

Louis Hayes
PO Box 1713
Paonia, CO 81428-1713

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Postage \$0.78

Total Postage and Fees \$10.48

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Street and
City, State

Oakstar Bank
PO Box 100
Paonia, CO 81428-0100

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Rebecca Corona
PO Box 1667
Paonia, CO 81428-1667

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Delta County Memorial
Hospital District
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Hotchkiss, CO 81419

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The Nicolette Richardson Trust
33845 Highway 92
Hotchkiss, CO 81419-7111

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☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To
Street and
City, State
RJM Rentals LLC
PO Box 854
Paonia, CO 81428-0854

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☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To
Street and
City, State
High Yield Properties LLC
PO Box 1631
Paonia, CO 81428-1631

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

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

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

Madison, WI 53717

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$4.40
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To
Street and
City, State
Delta County Tele-Comm
525 Junction Road
Madison, WI 53717-2152

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

U.S. Postal Service™
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Paonia, CO 81428

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$4.40
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To
Street and
City, State
VM & ML LLC
40018 M Road
Paonia, CO 81428-6414

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

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

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

Paonia, CO 81428

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To
Street and
City, State,
Delta County CAWS
PO Box 1736
Paonia, CO 81428-1736

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

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

Paonia, CO 81428

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To
Street and
City, State,
Michael Jackson
PO Box 74
Paonia, CO 81428-0074

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

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

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

Paonia, CO 81428

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To
Street and
City, State,
Andrew Graffis
PO Box 81
Paonia, CO 81428-0081

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

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

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

Cedarhurst, NY 11516

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To
Street and
City, State,
Butler Gulch LLC
75 Columbia Ave.
Cedarhurst, NY 11516-2011

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

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

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

Delta, CO 81416

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To
Street and
City, State,
Delta County School District 50
145 W 4th Street
Delta, CO 81416-1839

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

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

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

Paonia, CO 81428

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy)	\$4.40
☐ Return Receipt (electronic)	\$0.00
☐ Certified Mail Restricted Delivery	\$0.00
☐ Adult Signature Required	\$0.00
☐ Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$10.48

Sent To
Street and
City, State,
Laura Carroll
PO Box 1865
Paonia, CO 81428-1865

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

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

Good Love LLC
dba Stealys

HAS REQUESTED THE LICENSING
OFFICIALS OF Town of Paonia
TO Transfer a Beer & Wine License
LICENSE AT: 202 Grand Ave.
Paonia, CO 81428

HEARING ON APPLICATION TO BE HELD AT:

Paonia Town Hall - 214 Grand Ave.
Paonia CO 81428

TIME AND DATE: 6:30 PM on March 10, 2026

DATE OF APPLICATION: 2, 17, 2026

BY ORDER OF: Paonia Town Clerk

OFFICERS: Local Licensing Authority

Attn: Paonia Board of Trustees

ADDRESS OF THE PLACE AT WHICH PETITIONS OR REMONSTRANCES MAY BE FILED

ISO COLORADO

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

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

PUBLICATION DATES:

Feb. 26, 2026

NOTICE ID: r9nS8i1wEGb2L6EwDBEB

PUBLISHER ID: DCI001230

NOTICE NAME: PH Good Love LLC adba Stealeys

Publication Fee: 15.84

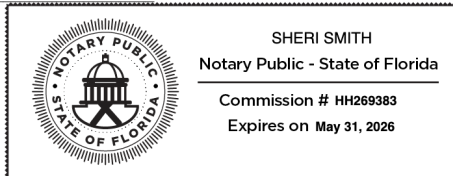
I declare under penalty of perjury under the law of Colorado that the foregoing is true and correct.

Anjana Bhadoriya

(Signed) _____

VERIFICATION

State of Florida
County of Broward



Subscribed in my presence and sworn to before me on this: 02/26/2026

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

Public Hearing Notice - Town of Paonia Colorado

NOTICE is hereby given that the Town of Paonia Board of Trustees will hold a Public Hearing at 6:30 pm on Tuesday, March 10, 2026, at the Paonia Town Hall, 214 Grand Avenue, Paonia, CO 81428.

The purpose of the Public Hearing is to consider an application to transfer a Beer and Wine License, from Aspen Yoga, INC dba Louie's Pizza My Heart to Good Love LLC dba Stealys for the restaurant premises located at 202 Grand Avenue, Paonia, CO 81428. The managing member of Good Love LLC is Abreaze Parra, 14134 Burgess Ln, Paonia CO 81428.

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

Dated the 20th day of February 2026.

**TOWN OF PAONIA,
COLORADO**

Samira Vetter, Town Clerk

Date: February 26, 2026
DCI001230



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

AGENDA ITEM:	Consideration of USGS Agreement 26REJFACO111
SUBMITTED BY:	Samira Vetter Town Clerk
DATE:	March 10, 2026
BACKGROUND:	Staff respectfully requests that this item be tabled until the March 24, 2026 meeting while we gather more information.
BUDGET:	
RECOMMENDATION:	
ATTACHMENT:	



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

AGENDA ITEM:	Purchase of Tymco Street Sweeper
SUBMITTED BY:	Rodney Byrge
DATE:	03-05-2026
BACKGROUND:	The current street sweeper, Tymco 435, is not able to perform the maintenance tasks for the Town. The 435 is not designed to maintain the level of debris that Paonia accrues on our roadways. The sweeper is a 2007 and rarely used due to the inefficiency of the machine causing the Public Works department to clean streets and gutters with brooms and shovels, requiring a significant portion of the Spring and Summer seasons dedicated to a single task of cleaning/maintenance on roadways.
BUDGET:	Presented By: Stephan Wynn, Town Administrator
RECOMMENDATION:	PW recommends the town acquire the Tymco 600. The capabilities, design and function of this piece equipment is in line with the needs of the town and if acquired will result in visible differences, for the better, that benefit our community.
ATTACHMENT:	



City of Durango PURCHASE ORDER

P.O. NUMBER	26-0216
C.O. NUMBER	
DATE	02/03/2026

THE P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, LABELS, BILLS OF LADING AND CORRESPONDENCE.

PAGE NO. 1 OF 2

VENDOR: Intermountain Sweeper Co Inc
6972 South Airport Road
West Jordan, UT 84084

SHIP TO: City Warehouse/Service Center
105 Sawyer Dr
Durango, CO 81303

VENDOR #		TERMS	DELIVERY DATE	F.O.B.	BUYER	PO TOTAL AMOUNT	
475878		NET0	01/20/2026	SHIPPING	Grogan, Bob	\$ 408,350.00	
LINE	QUANTITY	UOM	ITEM NO. AND DESCRIPTION			UNIT COST	EXTENDED COST
1	1.00	EA	PO-Intermountain Sweeper Co-To replace unit 707 Sweeper. Using Utah's Cooperative Priceing Agreement-82.7230.44299-\$408,350.00			\$408,350.00	\$408,350.00
			PO-Intermountain Sweeper Co-To replace unit 707 Sweeper. Using Utah's Cooperative Priceing Agreement-82.7230.44299-\$408,350.00 82-7230-44299				
TOTAL						\$ 408,350.00	

PLEASE SEND INVOICE (with PO#) TO:

City of Durango
Accounts Payable
949 E 2nd Ave
Durango, CO 81301-5109

FEDERAL TAX ID #: 84-6000582

AUTHORIZED BY:

Gloria Platt



City of Durango PURCHASE ORDER

P.O. NUMBER	26-0216
C.O. NUMBER	
DATE	02/03/2026

THE P.O. NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, LABELS, BILLS OF LADING AND CORRESPONDENCE.

PAGE NO. 2 OF 2

TERMS AND CONDITIONS

The following terms and conditions are applicable to this Purchase Order entered into by and between the City of Durango, Colorado ("City") and Vendor ("Seller").

Integration. It is understood by acceptance of the Purchase Order that this Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms, conditions and provisions of their agreement unless specifically otherwise stated in writing. All prior discussions and negotiations are superceded by or merged into this Agreement.

Modifications. No changes of any type made be made in this Purchase Order, including, but not limited to, changes in quantity, type of goods, delivery date, price, or any other provision, without the express written approval of the City.

Termination. The City reserves the right to terminate this Purchase Order, in whole or in part, in the event of for default or if Seller fails to perform in accordance with any of the requirements of this Purchase Order. Any such termination shall be without liability to the City except for completed items delivered to and accepted by the City prior to the date of termination..

Shipping Charges. In those cases where prices stated are not F.O.B. destination, Seller is required to prepay shipping charges and itemize such charges on the invoice to be submitted to the City.

Terms. By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with the City's operating policies and procedures.

Invoicing. Seller must render an original invoice to Accounts Payable Department of the City at the address stated on the Purchase Order.

Tax. The City is exempt from Federal and State taxes.

Purchase Order Number. The Purchase Order Number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this Purchase Order.

Compliance. By accepting this Purchase Order, Seller understand and agrees that the terms covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances, rules and regulations. Lack of knowledge or such laws, statutes, ordinances, rules or regulations by the Seller shall in not relieve Seller from responsibility for compliance.

Inspection. All commodities delivered pursuant to this Purchase Order shall be subject to inspection upon receipt by a representative of the City. All rejected commodities shall remain the property of the Seller and will be returned at Seller's expense.

Laws & Jurisdiction. Any legal action pertaining to this Purchase Order shall be filed only in the District Court in and for the Sixth Judicial District in Durango, Colorado. This Purchase Order shall be governed by and interpreted in accordance with Colorado law.

Payment Changes. Payments will only be made to the company identified at the address as set forth on the Purchase Order unless the Seller has previously requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.

Affirmative Action. Vendors shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, sexual orientation, marital status or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. This requirement shall include applicability to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Discrimination. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from a City contract on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, sexual orientation, marital status, or the presence of any sensory, mental or physical handicap.

Liability-Copyright/Patent/Trademark. Seller shall indemnify, and hold the City, its employees and agents, harmless from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to the City or used in the performance of this Purchase Order.

Insurance. If the Seller is required to enter onto City property to perform work or services pursuant to this Purchase Order, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required by the City.

Indemnification. To the extent authorized by law, Seller shall indemnify, save and hold harmless the City, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors or assignees pursuant to the terms of this Purchase Order.

Remedies. The City shall have rights and remedies afforded by the Colorado Uniform Commercial Code and other applicable laws.

Warranties. Seller warrants that the goods are merchantable and conform to the description set forth on the Purchase Order.

GENERAL CONDITIONS OF PURCHASE

1. **RISK OF LOSS:** Vendor shall bear the risk of loss, injury or destruction of goods prior to acceptance by the City of Westminster (the "City"). Delivery, inspection, and testing shall be at Vendor's risk. Loss, injury or destruction shall not release Vendor from any obligation hereunder.
2. **INSPECTION; TRANSFER OF OWNERSHIP:** Vendor agrees time is an essential requirement of the Purchase Order to which these General Conditions of Purchase (these "Conditions") are attached (hereinafter, the "PO"). Goods or services shall be delivered or performed on or by the time indicated on the PO. If no time is indicated, then goods or services shall be delivered or performed as soon as good practice and due diligence will permit. Vendor shall deliver goods to the address identified on the PO, FOB destination. Ownership of goods shall pass to the City only upon the City's acceptance thereof. Payment does not constitute acceptance. Prior to acceptance, all goods and services are subject to inspection/testing by the City at its sole discretion. Vendor shall bear the cost of any inspection/testing that reveal goods or services are defective or do not meet specifications, and the City shall have the right to reject or to require correction of such goods or services. The City will notify Vendor as soon as reasonably practical thereof. At the City's option, rejected goods will be either held for a reasonable period of time pending Vendor's instruction as to disposal thereof or returned to Vendor at its risk and expense. Delivered goods shall be deemed accepted only once testing and inspection, if performed, demonstrate conformance with the PO.
3. **ACCEPTANCE OF CONDITIONS:** The PO, together with these Conditions, and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "PO") shall represent the entire and exclusive agreement between the City and Vendor. Vendor may be asked to sign these terms and conditions. However, regardless of the existence of a signed PO, Vendor's performance of any services or shipment of any goods covered by this PO shall constitute Vendor's acceptance of these Conditions. Any modification of the PO must be approved in writing by the City.
4. **ORDER OF PRECEDENCE:** These Conditions may not be superseded, altered, deleted, or added to without the express written consent of the City. In case of conflict, the following order of precedence shall prevail: 1. Change Orders; 2. City Contract, if issued; 3. Expressly approved, written exceptions as noted on the PO; 4. These Conditions; 5. Vendor's proposal.
5. **TERMINATION:** The City may terminate the PO, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, the City's sole liability shall be limited to payment of the amount due for the goods accepted by the City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by the City shall not be a waiver of any claims the City may have against Vendor. If Vendor fails to properly perform any of its obligations under the PO, the City shall notify Vendor in writing of non-performance and, if not corrected within the time given by the City, the City may terminate Vendor's right to proceed with the PO or such part thereof as to which there has been delay or failure. Vendor shall continue performance of the PO to the extent not terminated. Vendor shall be liable for excess costs incurred by the City or procuring similar goods or services.
6. **COMPLIANCE WITH LAWS AND REGULATIONS:** Vendor shall comply with all applicable federal, state and local laws and regulations, including all codes, ordinances, rules, and executive orders. Any violation of the law is a violation of the PO and may result in termination thereof.
7. **INSURANCE:** Unless otherwise approved by the City's Risk Management division, Vendor shall, at its expense and for the duration of the services or other terms of the PO and any related warranty period, obtain and maintain: A. Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 General Aggregate covering all operations by or on behalf of the City on an occurrence basis against claims for bodily injury, property damage (including loss of use), advertising liability, products and completed operations, and contractual liability. B. Automobile Insurance covering any auto, including owned, hired and non-owned, with a combined single limit of \$1,000,000. C. Worker's Compensation Insurance as required by Colorado Statute covering all Vendor's employees acting within the course and scope of their employment pursuant to the PO. The City, its officers, agents, and employees shall be listed as "Additional Insureds" on General and Automobile Liability, and other insurance policies as required. Before any services whatsoever are performed upon the premises of others, Vendor shall furnish the City with a current Certificate of Insurance demonstrating the required coverages identified above. Such Certificate shall include commencement and termination dates for such coverages, and Vendor agrees that such coverages shall be maintained until the services are completed, accepted, and any warranty provision has expired. This insurance requirement shall not apply if the PO is solely for goods, as determined by the City, unless specifically stated otherwise in the PO. If the PO is solely for goods, then Vendor is fully responsible for goods until the City's acceptance of such goods. Vendor's insurances shall include property, general, and product liability coverage, and Vendor shall provide proof thereof at the City's request.
8. **WARRANTY:** In addition to any warranty implied by law or fact, and any other express warranties, Vendor expressly warrants all goods, articles, materials and services covered by the PO will conform with applicable drawings, specifications, samples and/or other descriptions given, will be fit for the purposes intended, and will be performed with the highest degree of care and competence in accordance with accepted standards for services of a similar nature. Vendor agrees to hold the City harmless from any loss, damage or expense which the City may suffer or incur on account of Vendor's breach of warranty. Vendor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty provided by Vendor after the date of acceptance of the goods furnished hereunder (acceptance not to be unreasonably delayed), resulting from imperfect or defective services done or materials furnished by the Vendor. Acceptance or use of goods by the City shall not constitute a waiver of any claim under this warranty. Except as otherwise provided in the PO, Vendor's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties or guarantees, but such liability shall in no event include loss of profits or loss of use.
9. **PRICE, SHIPPING, AND TAXES:** Vendor shall acquire all permits and licenses; pay all charges, taxes and fees; and give all notices necessary to fulfill the PO, the cost of which has been included in the prices contained herein. The City shall not be liable for the payment of taxes, late charges or penalties of any nature. The price of all goods/services shall reflect all applicable tax exemptions. All pricing is F.O.B. destination unless otherwise specified. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify the City in writing of any price decreases immediately, and the City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified in the PO. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage, which results from the delivery and/or unloading of goods, within twenty four (24) hours after the contamination or spillage, or sooner if required by law.
10. **INDEMNIFICATION:** Vendor hereby assumes the entire responsibility and liability for any and all damage, loss or injury of any kind or nature whatsoever to persons or property caused by or resulting from the execution of the provided for in the PO. Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including, without, limitation attorney fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to the PO or that are caused by or are the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages that result solely from the negligence of the City. Notwithstanding anything contained in the PO to the contrary, the City in no way limits or waives the rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

GENERAL CONDITIONS OF PURCHASE

11. **ASSIGNMENT/THIRD PARTY BENEFICIARY:** Vendor shall not assign or subcontract any of its rights or obligations under the PO without the written consent of the City. In the event the City permits an assignment or subcontract, Vendor shall continue to be liable under the PO and any permitted assignee or subcontractor shall be bound by these Conditions. The PO is intended solely for the benefit of the City and Vendor without third party beneficiaries.

12. **INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not as agent of the City, is not entitled to workers' compensation benefits from the City, and is obligated to pay federal and state income tax on monies earned pursuant to the PO.

13. **EQUAL OPPORTUNITY:** In connection with performance under the PO, Vendor shall not unlawfully discriminate against any subcontractor, employee or applicant for employment on the basis of race, religion, color, sex, immigration status, gender identity or expression, sexual orientation, national origin, military or veteran status, or disability; as more fully described in 41 CFR § 60-1.4.

14. **SUBCONTRACTS:** Unless otherwise specified in the PO, Vendor shall not enter into any subcontract in connection with its obligations under the PO without the prior written approval of the City. Vendor shall submit to the City a copy of each subcontract upon request. All subcontracts entered into by Vendor in connection with the PO shall comply with all provisions of the PO.

15. **VENUE, CHOICE OF LAW, DISPUTES:** Venue for all legal actions shall lie in either Adams and Jefferson County, State of Colorado, depending on where the services are performed or the goods are delivered, and shall be governed by the laws of the State of Colorado as well as the Charter and Municipal Code of the City.

16. **CLEAN UP:** If Vendor performs services on City property, services shall not be considered complete until all rubbish and unused material due to, or connected with, the services is removed and the premises are left in a safe and tidy condition.

17. **SURVIVAL/SEVERABILITY:** The invalidity or unenforceability of any provision of the PO and these Conditions shall not affect the validity or enforceability of any other provision thereof. If, under the remaining effective provisions, the parties can continue to perform their obligations in accordance with the PO, then the parties shall do so. All terms and conditions of the PO, including these Conditions, that by their nature must survive termination or expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

18. **NOTICE:** All notices given under the PO shall be in writing, including email, and shall be delivered to the contacts for each party listed on the PO or other controlling document. Either party may change its contact or contact information by notice submitted in writing to the other party without formal modification to the PO.

19. **CITY FINANCIAL OBLIGATIONS:** Nothing in the PO shall be construed or deemed as creating a multiple-year fiscal obligation of the City. All obligations of the City pursuant to the PO are subject to prior annual appropriation.

20. **PAYMENT:** Payment to Vendor will be due 30 days after receipt of goods or completion of services and acceptance of a proper invoice. The City will withhold payment due to Vendor's failure to comply with the PO or because unacceptable goods were delivered as determined by the City's inspection. The City shall notify Vendor of any unsatisfactory performance as soon as reasonably practical so that it may be corrected before payment is delayed, if possible. Payment alone does not constitute acceptance.

21. **FORCE MAJEURE:** Neither party is responsible for any delay or failure in performance of any part of the PO to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control.

22. **CONSTRUCTION:** The headings in the PO and these Conditions are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of the PO and these Conditions or any other provision thereof. When the context requires, the gender of all words used in the PO and these Conditions shall include the masculine, feminine and neutral, and the number of all words shall include the singular and the plural.

23. **COUNTERPART EXECUTION; ELECTRONIC DISPOSITION:** The PO may be executed in counterparts, which together will constitute one and the same agreement. Each party will have the right to rely on an electronic signature on the PO, and such signature shall be deemed an original signature for purposes of validity of the PO. The parties agree that signatures transmitted electronically and manual signatures, shall be binding as of the date signed and to the same extent as original signatures. In making proof of the PO, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of the PO, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of the PO, may be used for any purpose as if it were the original, including proof of the content of the original writing.

IN WITNESS WHEREOF, the signatory of each party represents that they have authority to sign on behalf of the party. Signatures are required for any services where a valid signed agreement does not already exist

Vendor: _____

By: _____

Printed Name/Title: _____

Date: _____

CITY OF WESTMINSTER

By: 

Printed Name/Title: Aran D Raz, Procurement Manager

Date: 1/29/2026

QUOTATION

INTERMOUNTAIN SWEEPER CO

Mountain West's Premier Sales and Service Center for Sweepers and Scrubbers

6972 South Airport Road
West Jordan, UT 84084
(801) 955-6280
Fax (801) 969-6048
Toll Free Outside S.L. 1-800-748-5456

TO ▪ Town of Paonia
Rodney Byrge
401 2nd Street
Paonia, CO 81428
970-575-1577

QUOTATION DATE

2/20/26

SALESPERSON

Mike

TERMS

Net on Delivery

SHIPPED VIA

Bestway

F.O.B.

Destination

ESTIMATED SHIPPING DATE

With Unit

DESCRIPTION

OPTION PRICES

AMOUNT

Tymco 600 Upgrades from Standard UTAH STATE CONTRACT MA4972

BAH Broom Assist Head with main broom inside Head	Included	
Lo noise Turbo charged engine Tier 4F	Included	
In cab hydraulic gutter broom tilt - each	Included	
Gutter Broom drop down for scrubbing in front of head L&R Sides	\$1,600.00	
ASA Auto Sweep Assist System w/Electric Leaf Pressure Bleeder	Included	
Auxiliary Suction hose with hydraulic assist and auxiliary hydraulics and remote pendant control	Included	
Aux hand hose extension nozzle 42" Each	\$425.00	
Hi/Low pressure wash down system with Cat pump and wand	\$1,700.00	
Air operated diaphragm pump with high volume wash down hose	Included	
Hydraulic Curtain Lifter with in cab control	Included	
High output water system w/extra nozzles for extreme dust control	Included	
Reverse Pickup Head Chains	Included	
Backup and head camera system with color monitor	Included	
Variable Speed Gutter Brooms with hydraulic control	Included	
Battery Disconnect Switch	Included	
Hopper load indicator with in cab warning	Included	
Double Capacity Centrifugal Dust Separator Upgrade	Included	
Full length cab light bar- LED type with 12 modules	Included	
Arrow stick with in-cab controller LED	Included	
Upgrade blower housing to Nitronic Stainless Steel	Included	
Navistar MV-607 Chassis with 250HP Cummins Engine	\$1,500.00	
Stainless steel hopper, screen, HC Dust separator	Included	
Upgrade screen to wire woven 1/4" Mesh Chip Screen Split type	Included	
COMDEX Pack with 330 gallons, tool box, work platform w/steps	Included	
Head deluge with hydrant hookup	Included	
Pickup Head Water Injection Clean Blast	Included	
Freightliner M2 Chrome with 250HP and Aluminum Wheels	Included	
Filter Package and Extra Manual Set	\$1,200.00	
Single Left Steering with CurbView Camera System	(\$8,000.00)	

Some options may affect standard equipment by change or upgrade

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER IT IS SUBJECT TO CHANGE WITHOUT NOTICE

QUOTED

BY



Intermountain Sweeper Co.

ACCEPTED BY

DATE

PURCHASE ORDER #

THANK YOU! WE APPRECIATE YOUR BUSINESS.



Municipal Lease / Purchase Quote

Quote Date February 20, 2026

Dealer Information

Dealer No.:	601100	Phone No.:	801-955-6280
Name:	Intermountain Sweeper Co.	Fax No.:	801-969-6048
Address:	6972 S. Airport Rd.	State:	UT
City:	West Jordan	Zip Code:	84084
Contact:	Darin Park		

Lessee Information

Name:	Town of Paonia	Phone No.:	970-527-4101
Address:	214 Grand Avenue	Fax No.:	
City:	Paonia	State:	CO
Contact:	Rodney Byrge	Zip Code:	81428
Title:			
Email:			

Equipment Information

Quantity: 1
 Model: 600BAH Stock single steer
 Chassis: Freightliner M2

Lease / Purchase Information

Purchase Price:	\$ 394,500.00
State Sales Tax % (if any):	0.00% (State sales tax not included unless shown)
Total Amount:	\$ 394,500.00
Down Payment (via trade-in):	\$ (60,000.00)
Amount Financed:	\$ 334,500.00

	4 Year	5 Year	6 Year
Amount Financed:	\$ 334,500.00	\$ 334,500.00	\$ 334,500.00
Annual Percentage Rate:	4.30%	4.40%	4.50%
Number of Annual Payments:	4	5	6
Advance Payment:	\$ -	\$ -	\$ -
Annual Payment:	\$ 92,803.83	\$ 75,984.10	\$ 64,852.32
Total Finance Charge:	\$ 36,715.32	\$ 45,420.50	\$ 54,613.92
Total Finance Payments:	\$ 371,215.32	\$ 379,920.50	\$ 389,113.92

This quote is provided as a budgetary proposal. Actual financing is based on approved credit and acceptance of TYMCO's lease/purchase documents. Rates are subject to change. First payment is due on delivery of the sweeper and annually thereafter. No lease document fees and no prepayment penalties. This quote is nonbinding until the lease is signed by both parties.

Quote valid for 30 days from the quote date listed above.

Customer No.
Agreement No.
Dealer No.

SAMPLE

LEASE/PURCHASE AGREEMENT

TYMCO, INC.
TAX-EXEMPT FINANCING

LESSEE

LESSOR

TYMCO, Inc.
225 E. Industrial Blvd.
P. O. Box 2368
Waco, TX 76703-2368
254-799-5546
Federal Tax ID# 74-1693738

Federal Tax ID#

DESCRIPTION OF EQUIPMENT

Quantity	(Type, Model and Serial Number)	Unit Price	Amount
1	TYMCO Model Regenerative Air Street Sweeper Sweeper Serial No. Truck Serial No. Finance Amount		

Type of Entity (County, City, School District, etc.): City

Full Lease Term	Rent Payable	Annual Percentage Rate	Rental Payment Schedule
after commencement date.	Advance Arrears Monthly Quarterly Semi-Annually Annually	APR:	Advance Payments 0 @ \$

EQUIPMENT LEASE/PURCHASE AGREEMENT

In consideration of the mutual covenants hereinafter contained, the parties agree that Lessee shall lease from the Lessor the property described above (the "Equipment"), subject to the terms and conditions set forth herein. The agreement is made upon the following terms and conditions:

1. RENTAL. Lessor and Lessee understand and intend that the obligation of Lessee to pay rent hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. Lessee shall pay rent exclusively from legally available funds, in the amounts set forth both above and on the rent due dates set forth in the Schedule of Payments (Exhibit C) attached to the Certificate of Acceptance (Exhibit D), executed by Lessee, by mailing the same to Lessor at the address specified in Section 14(a). For purposes of making computations under applicable regulations and rulings under federal income tax law, and as set forth in the Schedule of Payments, a portion of each rent payment is paid as, and represents payment of, interest, and the balance of each rent payment is paid as, and represents payment of, principal. Each year's rental payment is for the consideration actually furnished that year and each rental payment is supported by the use of the equipment in each year. The obligation of Lessee to make payment of rent, and to perform and observe the agreements contained in the Agreement, shall be absolute and unconditional in all events,

except as expressly provided herein. Notwithstanding any dispute between Lessee, Lessor, and any other person, Lessee shall make all rent payments when due and shall not withhold any rent payments pending final resolution of such dispute, nor shall Lessee assert any right of set off or counterclaim against its obligation to make such payments required under this Agreement, Lessee's obligation to pay rent shall not be abated through accident or unforeseen circumstances.

2. LEASE TERM. (a) Commencement of Lease Term. The lease terms shall commence on the date on which the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance (the Commencement Date) and shall terminate on the last business day of Lessee's then current fiscal budget period (such period being hereinafter referred to as the "Original Term"): provided, however, that this Agreement shall be effective from and after the date of execution hereof.

(b) Renewal of Lease Term. Upon expiration of the Original Term, this Lease shall automatically renew on a year-to-year basis for the number of budget periods necessary to comprise the Full Lease Term as set forth in Exhibit C attached hereto and made a part hereof, unless Lessee gives written notice to Lessor not less than 90 days prior to the end of the then current term pursuant to subpart (e) of this section or Section 10, as the case may be. Each renewal period is hereinafter referred to as a "Renewal Term", and all Renewal Terms, together with the Original Term, shall comprise the "Full Lease Term". The terms applicable to any Renewal Term shall be the same as the terms applicable to the Original Term, except that the rent shall be as provided in the Schedule of Payments in Exhibit C.

(c) Termination of Lease Term. The Lease Term will terminate upon the earliest to occur of any of the following events: (1) the expiration of the Original Term or any Renewal Term and the non renewal thereof in accordance with the terms hereof; (2) the purchase of the Equipment by Lessee pursuant to Section 8 or 10; (3) a default by Lessee or Lessor's election to terminate this Agreement under Section 12; or (4) the payment by Lessee of all rentals authorized or required to be paid by Lessee hereunder.

(d) Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of subpart (e) of this section, to continue the Lease Term through the Original Term and all Renewal Terms for the Full Lease Term and to pay the rent hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all rent for the Full Lease Term can be obtained. Lessee further intends and covenants to do all things lawfully within its power to obtain and maintain funds from which the rent may be paid, including making provision for such rent to the extent necessary in each budget submitted and adopted in accordance with law, to use its bona fide best efforts to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

(e) Non-appropriation. In the event sufficient funds are not appropriated for the payment of the rent required to be paid in the next succeeding Renewal Term, and Lessee has no funds legally available for rent from other sources, then Lessee may terminate this Agreement at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rent beyond the then current term. Lessee agrees to deliver notice to Lessor of such termination at least 60 days prior to the end of the then current term. If this Agreement is terminated under this sub-part, Lessee agrees, at Lessee's cost and expense, peaceably to deliver the Equipment to Lessor. In addition, Lessee agrees, at Lessee's cost and expense, to incur the necessary costs and expenses to bring the returned sweeper and truck chassis up to factory remarketing standards. To the extent lawful, Lessee covenants that it will not, until the date on which the next succeeding Renewal Term would have ended, expend or commit any funds for the purchase or use of equipment to be used for the same purpose as, or a purpose functionally equivalent to, the Equipment. Notwithstanding anything in this Agreement to the contrary, the provisions of this sub-part shall survive termination of this Agreement.

3. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is an entity described in Section 103(a) of the Internal Revenue Code of 1986, as amended; and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such an entity. (b) Based upon the representations, covenants and warranties of Lessor, the execution and delivery of this Agreement by Lessee and performance of this obligations hereunder is not prohibited by the constitution and laws of the state specified on the Certificate of Acceptance (the "State"), and has been duly authorized by resolution of the governing body of Lessee (a certified copy of which shall be attached to the opinion of Lessee's counsel); and Lessee has obtained such other approvals as are necessary to consummate this Agreement. All requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement against Lessee, and Lessee has complied with such

public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. (c) Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the foreseeable future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity. (d) Lessee will annually, upon request, provide Lessor with a letter from the City's accountant stating that funds have been appropriated in the City's annual budget to continue this lease for the next renewal term. (e) The Equipment is, and shall remain, personal property and when subject to use by Lessee under this Agreement will not be or become fixtures.

The Lessee further warrants that this lease will not constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code in that Lessee will not sublease the Equipment, nor will Lessee enter any management, output, or similar types of contracts where more than 10 percent of the proceeds of the lease purchase agreement will be used for one or more private business uses or where the payment of the principal of, or interest on, more than 10 percent of the proceeds of this Lease will be made, either directly or indirectly by payments, property, or monies borrowed by private business users. (The term "private business use" means any direct or indirect use in a trade or business carried on by an individual or entity other than a state or local governmental unit, including use by the Federal Government or any agency thereof. A special exemption is provided for "exempt facility bonds and 501(C) (3) "tax exempt organization bonds".

4. **TITLE TO EQUIPMENT; SECURITY INTEREST.** During the Full Lease Term, title to the Equipment shall remain vested in the Lessee with Lessor holding a security interest. Upon exercise by Lessee of the purchase option granted in Section 10 of this Lease, Lessor shall deliver to Lessee by appropriate documents title to the Equipment, free and clear of all liens and encumbrances. In the event of a default as set forth in Section 12 or non appropriation as set forth in Section 2(e), Lessee will surrender possession of the Equipment to Lessor as required by Section 2(e) and release all claim or right to said Equipment accordingly.

To secure the prompt payment and performance as and when due of all of Lessee's obligations hereunder, and all other obligations of Lessee to Lessor, both now in existence and hereafter created, Lessee hereby grants to Lessor a first security interest in the Equipment, and all replacements, substitutions, and alternatives therefore and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment Lessor shall have all the rights and remedies of a Secured Party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any of the Equipment without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute part of the Equipment.

5. **USE AND MAINTENANCE.** Lessee shall use the Equipment in a manner consistent with the requirements of all applicable insurance policies and will not change the location of any Equipment as specified in the Acceptance Certificate without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach the Equipment to any other item of equipment in such a manner that the Equipment may be deemed to have become an accession to or a part of such other item of equipment. Lessee, at its own expense, will maintain the Equipment in as good operating condition as when delivered to Lessee hereunder, ordinary wear and tear resulting from proper use thereof alone excepted, and will make all repairs reasonably necessary for such purpose. In addition, if any component of the equipment shall become damaged beyond repair, Lessee at its own expense, will within a reasonable time replace such component, with replacement components which are free and clear of all liens or right of other and have a value and utility at lease equal to the components replaced. All components which are attached to the Equipment which are essential to the operation of the Equipment or which cannot be detached from the Equipment without materially interfering with the operation of the Equipment or adversely affecting the value and utility which the Equipment would have had without the addition thereof, shall immediately be deemed incorporated in the Equipment and subject to the terms hereof as if originally leased hereunder, and subject to the security interest of Lessor in the Equipment. Lessee shall not make any material alterations to the Equipment without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

6. **FEES; TAXES; OTHER GOVERNMENTAL AND UTILITY CHARGES.** Lessee agrees to indemnify Lessor against all titling, recordation, documentary stamp and other fees, arising at any time prior to or during the Lease Term, upon or relating to the Equipment or this Agreement. The parties contemplate that the Equipment will be used for a

governmental purpose of Lessee and that the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay as they come due all taxes and governmental charges of any kind that may be assessed or levied against the Equipment, as well as all utility and other charges incurred in the operation, maintenance and use of the Equipment.

7. **INSURANCE.** At its own expense, Lessee shall keep the Equipment covered against loss due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment; and Lessee shall also carry automobile insurance, including bodily injury liability and property damage liability with a single limit of not less than \$1,000,000 per occurrence, or such greater or lesser amount as Lessor may from time to time require on notice to Lessee. As used herein, "Full Insurable Value" means the full replacement value of the Equipment or the then applicable Purchase Price designated as such on the Schedule of Payments, whichever is greater. All insurance shall be in form and amount and with companies reasonably satisfactory to Lessor. All insurance for loss or damage shall provide that losses shall be payable to Lessor and Lessee, as their interests may appear, Lessor shall be named as "Loss Payee" with respect to such property insurance, and Lessee shall utilize its best efforts to have all checks to such losses delivered to Lessor. Lessor shall be named as an "Additional Insured" with respect to such liability insurance. Lessee shall pay the premiums and deliver to Lessor evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement furnished to Lessor, that (a) it will give Lessor 30 days prior written notice of the effective date of any material alteration or cancellation of such policy; and (b) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy. If Lessee insures similar properties against casualty loss by self-insurance, Lessee may satisfy its obligations with respect to casualty insurance hereunder by providing self-insurance with respect to the Full Insurable Value of the Equipment by means of an adequate insurance fund. Lessee shall carry workmen's compensation insurance covering all employees working on, in, near or about the Equipment, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided. Lessee shall require any other person or entity working on, in, or near or about the Equipment to carry such coverage and will furnish to Lessor certificates evidencing such coverage throughout the Lease Term. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8. As used herein "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorney's fees) incurred in the collection of such claim or award.

If Lessee is a governmental entity and does not maintain liability insurance as described above, Lessee agrees that it will maintain a program of self insurance, either alone, or in cooperation with other governmental entities, that provides coverage to Lessee in the form and amount stated above, but in any event, not less than the maximum exposure to Lessee under any applicable governmental immunity rule, regulation, statute, or law. Lessee shall deliver to Lessor evidence satisfactory to Lessor of such self-insurance coverage.

8. **DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS.** If prior to the termination of the Lease Term (a) the Equipment is damaged in whole or in part by casualty; or (b) title to, or the temporary use of, the Equipment or the estate of Lessee or Lessor in the Equipment shall be taken under the exercise of the power of eminent domain by any governmental body or by any person acting under governmental authority; Lessee and Lessor will cause the Net Proceeds of any insurance claims or condemnation award to be applied to Lessee's obligations by this section. If the Equipment is not deemed to be a total loss, Lessee shall, at its expense (after the application of the Net Proceeds of any insurance claims or condemnation award), cause the repair or replacement of the Equipment. In the event of total destruction of the Equipment, Lessee shall pay to Lessor on the next rent due date (as set forth on the Schedule of Payments) which succeeds the date of such loss, an amount equal to the purchase price of the equipment less the total amount of all rents which represented equity in the equipment previously paid under this Agreement, plus rent due on such date, plus any other amounts then payable by Lessee hereunder. Upon such payment, the Lease Term shall terminate, any security interest of Lessor in the Equipment shall terminate, and Lessee will acquire unencumbered title to the Equipment as provided in Section 10. If Lessee is not then in default hereunder, any portion of the Net Proceeds more than the amount required to pay in full Lessee's obligations as set forth in this Section shall be for the account of the Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations as set forth in this Section, Lessee shall make such payments to the extent of any deficiency.

9. **WARRANTY.** Products and parts manufactured by TYMCO, INC. and all services performed by TYMCO, INC., are subject to the applicable Warranty currently published by TYMCO, INC., which Warranty is, by this reference, incorporated herein. Copies of said Warranty may be obtained from any office of TYMCO, INC., or from any authorized TYMCO, INC. dealer. LESSOR MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED REGARDING THE CAPACITY OF THE EQUIPMENT OR THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, REGULATION OR SPECIFICATION OR THAT THE EQUIPMENT WILL BE FIT FOR ANY PARTICULAR PURPOSE.

10. **PURCHASE OF EQUIPMENT BY LESSEE.** The Lessee will have an option to purchase and can exercise that option to acquire title free and clear of all liens, and this Agreement will terminate provided Lessee is not then in default upon the occurrence of either of the following events: (a) the end of the Full Lease Term, upon payment in full of all rent and other amounts payable by Lessee hereunder for the Full Lease Term; or (b) at the end of the Original Term or any Renewal Term, or any month within such Original Term or any Renewal Term, as set forth in the column entitled "Principal Balance" within Exhibit C incorporated herein by this reference, upon payment by Lessee of the then applicable Purchase Price plus all other sums then due by Lessee hereunder.

11. **ASSIGNMENT: INDEMNIFICATION.** (a) **Assignment.** This Agreement and the interest of Lessee in the Equipment may not be sold, assigned, sublet, or encumbered by Lessee without prior written consent of Lessor. This Agreement, and the obligations of Lessee to pay rent hereunder, may be assigned and reassigned in whole or in part to one or more assignees by Lessor subject to their terms of this Lease/Purchase Agreement at any time without the necessity of obtaining the consent of Lessee. Lessor agrees to give notice of assignment to Lessee and upon receipt of such notice, Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense or set off (whether arising from a breach of the Agreement or otherwise) that Lessee may have against Lessor's assignees. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment and in this Agreement.

(b) Lessee agrees to indemnify and hold harmless Lessor for any damage or injury of any kind, arising out of the negligence or actionable conduct of Lessee, its employees, agents, representatives or contractors, or any person or entity alleged to be an employee, agent, representative or contractor of Lessee.

12. **EVENTS OF DEFAULT AND REMEDIES.** (a) **Events of Default.** The following shall be "events of default" under this agreement and the term "default" shall mean any one or more of the following events: (1) failure by Lessee to pay any rent or other payment required to be paid hereunder at the time specified herein; or (2) failure by Lessee to observe and perform any other agreement on its part to be observed in such time prior to its expiration; (3) any statement contained herein or furnished with respect hereto by or on behalf of Lessee proving to have been false in any material respect at the time that it was made; or (4) the filing by Lessee of any petition or answer seeking reorganization, arrangement composition, readjustment, liquidation, moratorium or similar relief under any existing or future bankruptcy, insolvency, or other similar insolvency or other similar laws shall be filed and not withdrawn or dismissed within 60 days thereafter.

(b) **Remedies on Default.** Whenever any event of default shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) with or without terminating this Agreement, retake possession of the Equipment and dispose of the Equipment for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations hereunder, holding Lessee liable for the excess (if any) of (i) the rent payable to Lessee hereunder to the end of the Original Term or then current Renewal Term, whichever is applicable, and any other amounts then payable by Lessee hereunder, including but not limited to attorney's fees, expenses and costs of repossession, over (ii) the net proceeds received in connection with the disposition of the Equipment; provided that the excess of the amounts referred to in clause (ii) over the then applicable Purchase Price and amounts referred to in clause (i) shall be paid to Lessor; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment in the manner and in the condition set forth in Sections 2(e) and 5; (3) if Lessor is unable to repossess the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8; and (4) exercise any other right or remedy which may be available to it under applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement as to any or all of the Equipment. Nothing contained herein shall be construed to provide any remedy of acceleration of the rental payments. In addition, Lessee will remain liable for all legal fees and

other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

(c) No Remedy Exclusive. No remedy available to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right accruing upon any default shall impair any such right or shall be construed to be a waiver thereof, but any such right might be exercised from time to time and as often as may be deemed expedient.

13. TAX ASSUMPTION; COVENANTS. The parties assume that Lessor can exclude from Federal gross income the interest portion of each Lease Payment set forth in the amortization schedule under the column captioned "Interest Paid".

Lessee covenants that it will (i) register this Lease and transfers thereof in accordance with Section 149 (a) of the Code and the regulations thereunder, (ii) timely file a statement with respect to this Lease in the required form in accordance with Section 149(e) of the Code, (iii) not permit the property financed by this Lease to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code, (iv) not take any action which results, directly or indirectly, in the interest portion of any Lease Payment not being excludable from Federal gross income pursuant to Section 103 of the Code and will take any reasonable action necessary to prevent such result, and (v) not take any action which results in this Lease becoming, and will take any reasonable action to prevent this Lease from becoming (a) an arbitrage obligation within the meaning of Section 148 of the Code or (b) federally guaranteed within the meaning of Section 149 of the Code.

Lessee represents that in accordance with the above, it will report this Lease to the Internal Revenue Service by filing form 8038-G or 8038-GC, whichever is appropriate. Lessee understands that failure to do so will cause the Lease to lose its tax exempt status. Therefore, Lessee agrees that if it fails to file the appropriate form, the interest rate set forth in the payment schedule will be adjusted to an equivalent taxable interest rate. Notwithstanding the earlier termination or expiration of this Lease, the obligations provided for in this Section 13 shall survive such earlier termination or expiration.

14. MISCELLANEOUS. (a) Notices. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, sent by certified mail, return receipts requested, addressed to the other party at its respective address stated on the first page of this Agreement or at such other address as such party shall from time to time designate in writing to the other party; shall be effective from the date of mailing.

(b) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

(c) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the County of McLennan, State of Texas.

(d) Entire Agreement Severability. This Agreement constitutes the entire Agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings not specified herein regarding this Agreement or the Equipment leased hereunder. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

(e) Lessor's Right to Perform for Lessee. If Lessee fails to perform or comply with any of its agreements contained herein, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such Agreement, together with interest thereon at the rate of twelve percent (12%) per annum (or such lesser amount as may be permitted by law), shall be payable by Lessee upon demand.

IN WITNESS WHEREOF, Lessee has caused this Lease to be duly executed under seal.

LESSEE: **SAMPLE**

By: _____(SEAL)

Complete all blank lines to this point before submitting to Lessor

Accepted this _____ day of _____, 2025.

LESSOR: TYMCO, Inc.

By: _____(SEAL)

225 E. Industrial Blvd.
Waco, Texas 76705

LESSOR: TYMCO, Inc. • P.O. Box 2368 • Waco, TX 76703

Agreement No. _____

LESSEE:

EXHIBIT A MUNICIPAL CERTIFICATE

I, the undersigned, the duly appointed, qualified and acting _____ (Clerk or Secretary) of the above captioned Lessee do hereby certify this _____ day of _____, _____ that Lessee is a public body corporate and politic duly organized and existing under the Constitution and laws of the State of _____ with full power and authority to enter into, be bound by and perform its obligations under the above captioned equipment lease/purchase agreement (the "Agreement").

I further certify that the Lessee did, at a _____ (regular or special) meeting of the governing body of the Lessee held _____, _____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution of the Agreement by the following named representative of the Lessee, to wit:

SAMPLE

Name	Title	Signature
------	-------	-----------

I further certify that the above named representative of the Lessee had at the time of such authorization and has at the present full and complete authority to execute the Agreement and that I have full and complete authority to attest the execution of the Agreement by such representative of the Lessee.

I further certify that the meeting of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by a majority of the members thereof and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

I further certify that the Lessor has fully and satisfactorily performed all of its covenants and obligations under the Agreement.

I further certify that the Equipment will perform an essential use and public function which the Lessee, its agencies and departments are authorized by law to perform.

I further certify that all insurance required in accordance with the Agreement has been secured by the Lessee and the required coverage will be maintained throughout the term of the Agreement and the renewal, if any, thereof.

I further certify that any notice or demand to be given the Lessee may be given to the Lessee at the above referenced address of the Lessee.

I further certify that the date of this Municipal Certificate shall constitute the Commencement Date of the Agreement in accordance with Section 2 of the Agreement.

I further certify that pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986(the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the

Code. In compliance with Section 265(b)(3)(D) of the Code, Issuer hereby represents that the Issuer will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations".

I further certify that in compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipated not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code other than "private activity bonds" as defined in Section 141 of the Code)in an amount greater than \$10,000,000.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of the Lessee the day and year first above written.

SAMPLE

By: _____

(Printed or typewritten name)

(SEAL)

(If no seal, initial here:_____)

Subscribed to and sworn before me this _____ day of _____, 2022.

Notary Public

My commission expires _____.

EXHIBIT B
LEGAL COUNSEL OPINION

Date: _____

TYMCO, Inc.
P.O. Box 2368
Waco, TX 76703

RE:

Gentlemen:

As legal counsel to the **SAMPLE**, (the "Buyer"), I have examined (1) an executed counterpart of a certain Equipment Lease/Purchase Agreement (the "Agreement") dated _____, 2025, by and between, TYMCO, Inc., as Seller, and the Buyer, which, inter alia, provides for the sale to and purchase by the Buyer of certain property (the "Property"), (2) an executed counterpart of Resolution No. _____ dated, _____, _____, of the Buyer which, inter alia, authorizes the Buyer to execute the Agreement and (3) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based upon the foregoing, it is my opinion that:

- (1) The Buyer is a municipal corporation, duly organized and existing under the laws of the State of _____, with the requisite power and authority to incur obligations the interest on which are exempt from taxation by virtue of Section 103 of the Internal Revenue Code of 1954, as amended, to purchase the Property and to execute, deliver and perform its obligations under the Agreement;
- (2) The Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of the Buyer and the Agreement is a valid and binding obligation of the Buyer enforceable in accordance with its terms;
- (3) The authorization, approval and execution of the Agreement and all other proceedings of the Buyer relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws;
- (4) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of the Seller or its assigns, as the case may be, in the Property.

Respectfully submitted,

SAMPLE

By: _____

EXHIBIT C
SCHEDULE OF PAYMENTS

Date: _____, 2024

Agreement No. _____

THIS SCHEDULE is issued pursuant to the Equipment Lease/Purchase Agreement dated as of _____, (the "Agreement") between the parties to the Agreement to authorize installation of the Equipment listed herein. All terms used herein have the meanings ascribed to them in the Agreement.

- A. Payments. The payments required under the Agreement for the Equipment designated on this Schedule are \$ _____ beginning _____, and continuing the 1st day of each month thereafter for the duration of the lease term (the "Agreement Payment Period"). The payments required under this Schedule are made up of the total purchase price to the _____ of \$ _____ plus \$ _____ down payment and deferred interest charges to maturity of \$ _____ for a total Agreement price of \$ _____.
- B. Deferred interest to maturity. Deferred interest charges to maturity as set forth herein consist of services and other charges, plus interest at the annual rate of 00.00% on the sum of the aforementioned service charges and other charges and the Equipment purchase price.
- C. Late payments. There will be a charge of 1.00% per month based on the amount of any late payments from the due date thereof until paid.
- D. Fiscal year. The fiscal year of the undersigned Lessee is from _____ to _____.
- E. Prepayment and purchase schedule. The purchase price as provided in the Agreement is as follows (to be prorated for dates not specified).

Period	The Purchase Price Amount as of End of that Period is:
Original Term:	\$
Renewal term 1	
Renewal term 2	
Renewal term 3	
Renewal term 4	
Renewal term 5	

- F. Insurance. The Lessee hereby confirms that it has obtained the insurance coverage required by Section 7 of the Agreement and it covenants and agrees that such coverage shall be maintained in accordance with the terms and conditions of the Agreement.

G. Equipment description. The Equipment subject to the Agreement is as follows:

Quantity	Description/Serial No.	Finance Amount
One (1)	TYMCO Model REGENERATIVE AIR STREET SWEEPER Sweeper Serial # Truck VIN	\$

THE TERMS GOVERNING THIS SCHEDULE ARE CONTAINED IN THE AGREEMENT REFERENCED ABOVE AND APPLY WITH THE SAME FORCE AND EFFECT AS IF SET FORTH FULL HEREIN.

The Agreement shall not be effective unless this Schedule is signed by Lessee and received by TYMCO, Inc. within thirty (30) days of the date first above stated. In addition, TYMCO, Inc. shall not be bound by the Agreement until this Schedule is executed by an authorized officer of TYMCO, Inc.

Lessee:

SAMPLE

Lessor: TYMCO, Inc.

By: _____

By:

Name: _____

Name: Kenneth J. Young

Title: _____

Title: President

Date: _____

Date:

EXHIBIT D
CERTIFICATE OF ACCEPTANCE

TYMCO, Inc.
P.O. Box 2368
Waco, TX 76703

Agreement #

Gentlemen:

In accordance with the terms of the Equipment Lease/Purchase Agreement dated _____ (the "Lease") between TYMCO, Inc. ("Lessor"), and the undersigned ("Lessee"), Lessee hereby certifies and represents to and agrees with Lessor as follows:

1. The Equipment, as such term is defined in the Lease, has been delivered, installed, and accepted on the date indicated below.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default, as such term is defined in the Lease, and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing at the date hereof.

LESSEE: **SAMPLE**

By: _____

Title: _____

Date: _____

Sweeper Model : TYMCO Model

Sweeper Serial No.:

Truck Serial No.:

Lessee Physical Location:

Lessee' s Location Phone No.:

**PAN AMERICAN PROPERTY OWNERS' ASSOCIATION
NOTICE OF ANNUAL MEETING**

The Annual Meeting will be held:
Thursday, March 12, 2026

7:00 PM
Paonia Town Hall
214 Grand

Agenda:

1. Call to Order
2. Proper Notice
3. Approve 2025 Annual Meeting Minutes
4. Old Business
5. ~~Committee Reports~~
 - a. Calling Committee
 - b. Environmental Committee
 - c. Irrigation Committee
 - d. Social Committee
 - e. Auditing Committee
6. Treasurer's Report
7. Nominating Committee - There are 2 open seats
8. New Business
9. Adjourn

If you would like to serve on the board, or would like to nominate someone in the community to serve, please contact Jim Normandin at 970-527-4219 and leave a message.

If you are unable to attend the Annual Meeting, and would like to designate a property member in good standing to vote in your stead, please complete the proxy form below and either return it to the board in person or by mail, or provide it to your proxy to turn in at the annual meeting.

PROXY VOTE

I hereby appoint _____, in my name, place and stead to vote the numbers of lots I would be entitled to if I were present. I own lots number _____.

Signed _____ Date _____

Return to Pan American Property Owners' Association
P.O. Box 1042
Paonia, CO 81428

STR Committee Report & Basis for OpEd: A Responsible Path Forward on Short Term Rentals in Paonia

By Rick Stelter, Mayor Pro Tempore and Chair, Paonia Short Term Rental Ad-Hoc Committee

As a Resident of more than 37 years, and previously “That Hippie from Aspen,” I know that Paonia is a community that values open discussion, civic participation, and thoughtful decision making. The work currently underway by the Town’s Short Term Rental Ad Hoc Committee reflects those values. Our charge from the Paonia Board of Trustees is straightforward: review the current landscape of short-term rentals (STRs), consider a defined set of policy questions provided by the Board, gather public input, and return recommendations that help the Town responsibly address this evolving issue.

The committee itself represents a mix of perspectives and experiences. It includes elected officials, Town administration, residents, one of which is an STR host. The goal of assembling this group was to ensure that the conversation reflects a broad range of viewpoints while maintaining a clear focus on the long-term interests of the community.

At our most recent meeting, the committee spent time reviewing the timeline provided by the Town Council as well as the specific policy questions we were asked to evaluate. The Board of Trustees has provided a detailed framework to guide the committee’s work, recognizing that STRs intersect with several important community priorities. These include protecting Paonia’s limited housing supply, supporting the local economy that depends in part on visitor activity, and ensuring that any rental activity occurring within town limits meets basic standards related to life, health, safety, and neighborhood compatibility.

The Housing Action Plan identified regulation of STRs as the first policy tool the Town should consider in order to help protect long term housing opportunities while still allowing homeowners flexibility and supporting tourism related economic activity. During the 2/24/2026 Board of Trustees Meeting, the Board was asked by the STR Committee for direction, and the Trustees subsequently tasked the committee to examine policy options that balance these community interests while ensuring that any program adopted by the Town can be administered responsibly and consistently.

Within that framework, the committee has been asked to examine a number of potential policy questions. These include how a licensing program might operate, whether the Town should distinguish between owner occupied and non-owner occupied STRs, how single room rentals should be defined, and whether the Town should establish a cap on the number of licenses available. The committee has also been asked to evaluate how licensing might interact with zoning districts, parking considerations, and the potential creation of a waiting list should license demand exceed the number established by the Town.

At the same time, the Board of Trustees has already identified several elements of a potential program that it considers administrative in nature and therefore reserved for final determination by the Board.

These administrative functions that the Board of Trustees decided were reserved for Trustees include:

- Requirement that short term rentals operate only with a Town issued license
- Annual license renewal requirements
- Establishment of licensing fees sufficient to recover public staff time and resources

- Criteria and procedures for license denial, suspension, revocation, and appeals
- Compliance with the Town's adopted building codes and inspection authority
- Compliance with all applicable Town regulations including zoning, nuisance standards, noise regulations, trash collection requirements, and dark sky provisions
- Prohibition of STRs in certain zoning districts including Mobile Home, Industrial, Developing Resource, and Public districts
- Requirement that license applicants provide proof of property ownership
- Non transferability of STR licenses

During the Committee's most recent meeting, discussion also included three administrative provisions identified in the Trustee's framework that committee members believed would benefit from additional policy discussion by the Committee before recommendations to the Board are finalized.

Those administrative functions that the committee wishes to seek Trustee approval to explore are:

- Licensing fee structure and the associated fee amounts necessary to reimburse the Town for Staff time and public resources.
- Requirement for exterior door dimensions related to life and safety standards.
- Requirement that each licensed STR designate a local authorized representative located within 60 minutes driving time who is available 24 hours a day to respond to complaints and property issues.

Because these provisions were identified by opponents to regulation, the Committee believed that it would be appropriate for it to ask the Board of Trustees to explore them before proceeding further with developing recommendations for an STR ordinance.

The committee also discussed the current enforcement moratorium associated with STRs. Recognizing that the policy framework is still under development and that the committee is actively working toward recommendations for the Board, the committee agreed to request that the Board of Trustees consider extending the current moratorium on enforcement actions through December of this year. This approach would allow the committee and the Council the time necessary to complete the policy process in an orderly and transparent manner, while ensuring that future enforcement occurs under a clearly defined and fully adopted regulatory structure.

The committee also discussed the importance of bringing in a professional facilitator to assist with the process. A facilitator can help ensure that discussions remain productive, that meetings stay organized, and that public input is gathered in a fair and structured manner.

As the committee continues its work, our responsibility remains the same. We are not here to rush to conclusions. Our role is to gather information, listen to community input, and ensure that the Board of Trustees ultimately receives well considered recommendations that reflect the perspectives of the community while also upholding the non-negotiable responsibilities of local government related to life, health, and safety.

To support our ongoing effort, the Committee has been utilizing public surveys to assist with meeting its goals, and it will continue that process with another short public survey inviting participation from residents. The survey will include two questions. The first asks for recommendations for a professional facilitator and requests contact information so that interested

individuals can be contacted directly. The second invites comments on the March 3, 2026, Ad Hoc STR Committee meeting so that residents who were unable to attend still have an opportunity to provide input.

To ensure transparency and an organized process, the committee reviewed the following proposed timeline:

03/04/2026

Public survey posted requesting:

- Recommendations for a professional facilitator with contact information
- Comments regarding the 03/03/2026 STR Ad Hoc Committee meeting

03/09/2026

Survey responses due.

03/10/2026

Requests for quotes sent to recommended and interested facilitators.

03/16/2026

Facilitator proposals due to the Town.

03/17/2026

Facilitator proposals reviewed by the STR Ad Hoc Committee during the scheduled committee meeting.

03/24/2026

Draft agreement with the selected facilitator anticipated to be presented to the Board of Trustees for consideration.

Another area of discussion involved the broader regulatory environment surrounding STRs. While local policy is important, it is only one part of the framework that governs these properties. It has been suggested that STR platforms such as Airbnb and VRBO have their own listing standards and operational expectations, and the committee wishes to seek permission from the Board of Trustees to broaden their scope to include explore the regulations that the industry has in place.

In addition, state and federal requirements related to life safety, accessibility, and health standards continue to evolve. The committee believes it is important to understand these existing layers of regulation so that any local policies adopted by the Town are informed, practical, and aligned with broader requirements.

Public input is also a central part of this process. At our recent meeting, a group known as Common Ground provided a written set of suggestions and concerns related to STR policy. Because the document was lengthy and not included in the meeting packet, the committee agreed that it should be distributed to members and included in the next meeting's materials so that it can be reviewed carefully and discussed in a thoughtful manner. This approach ensures that all viewpoints are considered with the attention they deserve.

The committee is also planning to extend its meetings from one hour to ninety minutes. This adjustment will allow more time for discussion among committee members and provide additional opportunity for public comment at the end of each meeting.

STRs are an issue being discussed in communities across Colorado and throughout the country. The goal in Paonia is not to approach the topic through conflict or assumption, but through a deliberate process that gathers information, listens to residents, and carefully evaluates policy options.

Our community benefits when discussions remain respectful, fact based, and focused on the long-term health of the town. The committee's work is part of that effort. When our review is complete, the Board of Trustees will receive recommendations that reflect public input, research, and careful consideration.

In the meantime, residents are encouraged to stay engaged, attend meetings, and participate in the conversation. Thoughtful policy begins with thoughtful dialogue, and Paonia has always been a community capable of that.