



## AGENDA

Dolores, Colorado

Town Board of Trustees: Meeting

January 12, 2026, 5:30 P.M.

The meeting will be held at Town Hall 601 Central Avenue.

If you wish to attend virtually, please visit the Town's website

<https://townofdolores.colorado.gov>

under Government Town Board Meetings for the Team link.

### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. ROLL CALL

### 4. ACTION/APPROVAL OF THE AGENDA **Trustees: Need a motion and a 2<sup>nd</sup>. To approve the agenda.**

### 5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.

### 6. ACTION/APPROVAL OF THE CONSENT AGENDA: **The Consent Agenda is intended to allow the Board by a single motion to approve matters that are considered routine or non-controversial. Here will be no separate discussion of these items unless a Board Member requests an item to be removed from the Consent Agenda and considered separately. Items removed from the Consent Agenda will be Considered under specific Agenda item numbers. A motion and a 2<sup>nd</sup> are required to approve the consent agenda.**

**6.1** Board minutes from December 8, 2025, Board meeting and December 22, 2025, Workshop.

**6.2** Proceedings for the month of December 2025.

**6.3** Approve Change Beneficial Owners for High Country Releaf

**6.4** Approve Liquor License Renewal Kelly's Kitchen

### 7. REMOVED CONSENT AGENDA ITEMS:

### 8. CITIZENS TO ADDRESS THE BOARD: **This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes.** The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at [kelleynu@townofdolores.com](mailto:kelleynu@townofdolores.com) any time before the

dated Board meeting.

(If attending virtually you will be required to state your name and address)

**9 STAFF/COMMITTEE REPORTS/PRESENTATIONS:**

**9.1 Sheriff's Report:** Steve Nowlin

**9.2 Managers Report:** Leigh Reeves

**9.3 Attorneys Report:** Ethan Sumrall

**9.4 Treasurers Report:** Kelley Unrein

**9.5 Commissioner:** Jim Candelaria

**9.6 Community Center Advisory Board**

**10. TRUSTEES REPORTS AND ACTIONS: Please keep comments to 5 minutes**

**10.1** Mayor Chris Holkestad

**10.2** Trustee Kalin Grigg

**10.3** Trustee Sheila Wheeler

**10.4** Trustee Mark Youngquist

**10.5** Trustee Chris Curry

**10.6** Trustee Linnea Peterson

**10.7** Trustee Marie Roan

**11. PUBLIC HEARINGS/ORDINANCE APPROVAL:**

**11.1 Public Hearing:** Approving a Variance for a Property Line/ Setback Encroachment

**11.2 Resolution 686** Approving a Variance for a Property Line/ Setback Encroachment

**11.3 Public Hearing:** Approving a Height Variance for the Dolores School District Additions & Renovations Project

**11.4 Resolution 687** Approving a Height Variance for the Dolores School District Additions & Renovations Project

**12. DISCUSSION/POSSIBLE ACTION OF RESOLUTIONS/CONTRACTS:**

**12.1 Resolution 685** Authorizing the Dolores Community Center to enter into a MOU with Montezuma County Senior Services for calendar year 2026

**12.2 Resolution 688:** Rescinding Resolution 606 Series 2024 Entering into an IGA with Dolores Library District

**12.3 Resolution 689:** Authorizing a Mail Ballot Election on April 7, 2026

**12.4 Affidavit of Boundary and Title-** 400 Riverside

**13. ADMINISTRATIVE BUSINESS:**

**14. UPCOMING MEETINGS AND EVENTS:**

**15. ADJOURNMENT:**

# Consent Agenda





MEETING MINUTES  
Dolores, Colorado  
Town Board of Trustees  
December 8, 2025, 5:30 P.M. meeting  
The meeting was held at Town Hall, 601 Central Ave.

1. CALL TO ORDER: The Meeting was called to order at 1730 by Mayor Holkestad.
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL: Board Members Present: Mayor Holkestad, Trustee Wheeler, Trustee Curry, Trustee Roan, Trustee Grigg, Trustee Youngquist, and Trustee Peterson
4. ACTION/APPROVAL OF THE AGENDA: Linnea Peterson moved to approve the agenda with the removal of item 6.5 from the consent agenda, seconded by Trustee Curry. The motion was approved unanimously.
5. IDENTIFICATION OF ACTUAL OR PERCEIVED CONFLICTS OF INTEREST.  
None identified
6. ACTION/APPROVAL OF THE CONSENT AGENDA: The Consent Agenda is intended to allow the Board by a single motion to approve matters that are considered routine or non-controversial. Here will be no separate discussion of these items unless a Board Member requests an item to be removed from the Consent Agenda and considered separately. Items removed from the Consent Agenda will be Considered under specific Agenda item numbers. Trustee Youngquist moved to approve the consent agenda, seconded by Trustee Roan. The motion was approved unanimously.
  - 6.1 Board minutes from November 10, 2025, Board meeting and November 24, 2025, Workshop.
  - 6.2 Proceedings for the month of November 2025.
  - 6.3 Special Event Liquor License for the Dolores River Boating Advocates to be held at the Dolores Community Center, 400 Riverside Avenue, Dolores, CO 81323, on February 6, 2025, from 4:00p.m. to 11:00p.m.
  - 6.4 Mileage Certification to meet Colorado Department of Transportation regulations.
  - ~~6.5 MOU with Montezuma County Senior Services~~
7. REMOVED CONSENT AGENDA ITEMS:
  - 7.1 MOU with Montezuma County Senior Services: It was suggested that the MOU with

Montezuma County Senior Services should be sent back to the advisory committee before being brought before the board. The item will be addressed by the board at the January meeting.

**8. CITIZENS TO ADDRESS THE BOARD:** This is an opportunity for Citizens to address the Board at this time or during a Public Hearing. Each Person will have 5 minutes. The Town Board encourages public comment by the following sources: Live at the Town Hall, virtually via ZOOM (see the Town Website for the link), or by submitting your comments, via email, to the Town Clerk at [kelleysu@townofdolores.com](mailto:kelleysu@townofdolores.com) any time before the dated Board meeting.

**8.1** Deanna Tuelson addressed the board on behalf of the Senior Citizens, requesting to extend their time at the community center an additional two hours, they were referred to the DCC manager or DCC advisory committee.

**8.2** Val Truelson addressed the board regarding snow and door stoppers at the community center, he was referred to the DCC manager or DCC advisory committee.

**8.3** Mike Sawyer addressed the board to express his opinion of affordable housing and to thank Town Manager Reeves for her focus on infrastructure.

**8.4** Bonnie Anderson introduced herself to the board and voiced her intent to run for County Commissioner.

**8.5** Sara Vass addressed the board regarding the DCC advisory committee and her views on its importance to the town.

**8.6** Val Truelson spoke again about handicapped access at DCC.

**9. STAFF/COMMITTEE REPORTS/PRESENTATIONS:**

**9.1** Sheriff's Report: Sheriff Nowlin reported on calls to service and roads during the first snow of the year.

**9.2** Managers Report: Leigh Reeves provided updates on the recycling program that should be implemented by end of Q1 2026. Ms. Reeves gave a synopsis of the resolutions coming in front of the board for vote and was available to answer questions on each topic. She informed the board of the library's presence at the upcoming workshop and the possibility of moving all Community Center related discussions to the same workshop. Finally, she spoke to the possibility of an upcoming event with Yeti Bikes.

**9.3** Attorney's Report: Ethan Sumrall gave an update on his current work for the town and future plans. He reminded the board that he is available for questions at any time.

**9.4** Treasurers Report: Kelley Unrein reported on the Town's current finances.

**9.5** Commissioner: Commissioner Candelaria provided updates from the county and state level as well as possible changes to Social Services.

**9.6** Maintenance: Fire Hydrant Test Report

**9.7** Community Center Advisory Board: Jen Stark reported on the timing between board meetings and committee meetings.

10. TRUSTEES REPORTS AND ACTIONS: Please keep comments to 5 minutes

10.1 Mayor Chris Holkestad- no comment

10.2 Trustee Kalin Grigg- no comment

10.3 Trustee Sheila Wheeler explained that she felt that the town was not prioritizing infrastructure

10.4 Trustee Mark Youngquist – no comment

10.5 Trustee Chris Curry questioned snow removal on 4<sup>th</sup> St. sidewalks.

10.6 Trustee Linnea Peterson informed the board of a PPT available related to the comp plan being managed by P&Z.

10.7 Trustee Marie Roan- no comment

11. PUBLIC HEARINGS/ORDINANCE APPROVAL:

11.1 The public hearing for the Mill Levy Certification was opened at 1850. Treasurer Unrein explained the mill levy, no public comments were made, no questions asked. The public hearing was closed at 1856.

11.2 Resolution 673 Series 2025 Certifying a temporary mill levy of 8.43 mills is necessary for 2026. A motion was made by Trustee Youngquist to approve Resolution 673 and seconded by Trustee Curry. *The motion was approved unanimously.*

11.3 The public hearing for the Adoption of 2026 Budget was opened at 1856. Treasurer Unrein was available to answer questions presented by the board. No public comments were made. The public hearing was closed at 1908.

11.4 Resolution 674 Series 2025: Adopting the presented budget for the Town of Dolores for 2026. Trustee Grigg motioned to approve Resolution 674 and Trustee Wheeler seconded the motion. The motion was approved unanimously.

12. DISCUSSION/POSSIBLE ACTION OF RESOLUTIONS/CONTRACTS:

12.1 Resolution 663 Sheriff's Contract: A motion was made by Trustee Youngquist to approve Resolution 663 and seconded by Trustee Grigg. The motion was approved unanimously.

12.2 Resolution 675 Authorizing the Use of Dolores Community Center Reserves to Support DCC for the 2026 Budget Year: A motion was made by Trustee Grigg to approve Resolution 675; the motion was seconded by Trustee Peterson. The motion was approved unanimously.

12.3 Resolution 676 Approving the Amended Budget for the fiscal year 2025. A motion was made by Mayor Holkestad to approve Resolution 676 and seconded by Trustee Youngquist. The motion was approved unanimously.

12.4 Resolution 682 Approving Employee Handbook 2026: A motion was made by Mayor Holkestad to approve Resolution 682 and seconded by Trustee Grigg. The motion was approved unanimously.

12.5 The board voted in favor of issuing a Letter of Interest in working with Jordan Lang and Darby Dettloff.

12.6 Resolution 683 Allow Dolores Family Project to utilize space at 29 Central to place a storage shed for food: A motion was made by Trustee Youngquist to approve resolution 683, seconded by trustee Peterson. The motion was approved unanimously.

12.7 Resolution 684 RFP Fishing is Fun Contract Approval: a motion was made by Trustee Grigg and seconded by Trustee Youngquist to approve resolution 684. The motion was approved unanimously.

13. ADMINISTRATIVE BUSINESS:

13.1 The Board was informed of the Subcommittee's allocations of funds to local non-profits

14. EXECUTIVE SESSION:

15. UPCOMING MEETINGS AND EVENTS: December 22, 2025, will be the final workshop of the year.

16. ADJOURNMENT: The meeting was adjourned at 1919.



MEETING MINUTES  
Dolores, Colorado  
Town Board of Trustees  
December 22, 2025, 5:30 P.M. meeting  
The meeting was held at Town Hall, 601 Central Ave.

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**WORKSHOP: 5:30 P.M.:**

1. **The Dolores Library Board Presentation** presented the board of trustees an update on current financials, programs, and open board positions. The Library Board President, Sandy Jumper, discussed their board's goals of creating a capital improvement plan over the next year. As the Town Board of Trustees is allowed to submit interview questions for library board members, Ms. Jumper informed the trustees of the dates of interviews and deadlines.

Trustee Peterson recommended the Library consider a retreat, both for the board and for staff, emphasizing the importance of third-party mediators.

2. **The Dolores Community Center Advisory Committee** came before the board of Trustees to request direction and clarification of the role of the board. Moving forward the Committee will post agendas and minutes on the Town's website, live stream and post videos to YouTube of meetings, and have a standing position on the Town's Board Meeting agenda. Continuing goals will include developing a structure of priorities to be utilized to convey the urgency of matters being put before the board. The ex-officio member will continue to attend meetings until April, when the matter will be readdressed.

Report Criteria:

Report type: GL detail

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
<b>1107</b>								
12/25	12/05/2025	1107	Dolores Rotary	120225	1	50-00-282	100.00	100.00
Total 1107:								100.00
<b>1108</b>								
12/25	12/05/2025	1108	Four Corners Board of Realtors	12225	1	50-00-282	100.00	100.00
Total 1108:								100.00
<b>1109</b>								
12/25	12/05/2025	1109	Fred Manar	120225FM	1	50-20-513	2,435.00	2,435.00
Total 1109:								2,435.00
<b>1110</b>								
12/25	12/05/2025	1110	KristyAnn Duckett	120325	1	50-00-282	200.00	200.00
Total 1110:								200.00
<b>1111</b>								
12/25	12/05/2025	1111	Rebecca Robinson	12225RR	1	50-00-282	100.00	100.00
Total 1111:								100.00
<b>1112</b>								
12/25	12/05/2025	1112	WAGNER ENTERPRISE	DCC11B25	1	50-20-512	600.00	600.00
Total 1112:								600.00
<b>1113</b>								
12/25	12/05/2025	1113	WASTE MANAGEMENT OF NM	0461377-488	1	50-23-511	360.23	360.23
Total 1113:								360.23

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
29539	12/25	12/02/2025	29539	PARKERS WORKPLACE SOLUT	1	10-25-610	1,253.77	1,253.77
Total 29539:								1,253.77
29540	12/25	12/05/2025	29540	ABC FIRE & SAFETY	1	10-08-328	572.00	572.00
Total 29540:								572.00
29541	12/25	12/05/2025	29541	AMERICAN RAMP COMPANY	1	10-26-715	328,487.99	328,487.99
Total 29541:								328,487.99
29542	12/25	12/05/2025	29542	AT&T MOBILITY	1	10-25-501	238.53	238.53
Total 29542:								238.53
29543	12/25	12/05/2025	29543	BALLENTINE COMMUNICATION	1	10-25-540	86.44	86.44
12/25	12/05/2025	29543	BALLENTINE COMMUNICATION	BCI52059	1	10-25-540	16.00	16.00
Total 29543:								102.44
29544	12/25	12/05/2025	29544	BANKCARD CENTER	1	10-25-602	15.00	15.00
12/25	12/05/2025	29544	BANKCARD CENTER	VV120125	2	10-25-509	134.92	134.92
12/25	12/05/2025	29544	BANKCARD CENTER	VV120125	3	10-25-613	290.23	290.23
12/25	12/05/2025	29544	BANKCARD CENTER	VV120125	4	10-25-601	69.35	69.35
12/25	12/05/2025	29544	BANKCARD CENTER	VV120125	5	30-22-521	104.00	104.00
12/25	12/05/2025	29544	BANKCARD CENTER	VV120125	6	30-22-580	52.75	52.75
12/25	12/05/2025	29544	BANKCARD CENTER	VV120125	7	10-25-532	99.00	99.00
12/25	12/05/2025	29544	BANKCARD CENTER	VV120125	8	10-24-505	287.79	287.79
12/25	12/05/2025	29544	BANKCARD CENTER	VV120125	9	10-25-918	7.50	7.50
Total 29544:								1,060.54

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
<b>29545</b>								
12/25	12/05/2025	29545	Caselle	INV-12453	1	10-25-509	1,842.00	1,842.00
Total 29545:								1,842.00
<b>29546</b>								
12/25	12/05/2025	29546	CATERPILLAR FINANCIAL SERV	120125CAT	1	20-27-805	1,473.66	1,473.66
12/25	12/05/2025	29546	CATERPILLAR FINANCIAL SERV	120125CAT	2	20-27-805	1,734.51	1,734.51
12/25	12/05/2025	29546	CATERPILLAR FINANCIAL SERV	120125CAT	3	20-27-806	291.94	291.94
12/25	12/05/2025	29546	CATERPILLAR FINANCIAL SERV	120125CAT	4	20-27-806	169.59	169.59
Total 29546:								3,669.70
<b>29547</b>								
12/25	12/05/2025	29547	CMICPLUS	351826	1	10-25-903	3,869.38	3,869.38
Total 29547:								3,869.38
<b>29548</b>								
12/25	12/05/2025	29548	COLORADO ANALYTICAL LAB	251113029	1	30-28-617	403.00	403.00
Total 29548:								403.00
<b>29549</b>								
12/25	12/05/2025	29549	COLORADO MUNICIPAL LEAGU	1640	1	10-25-510	832.00	832.00
Total 29549:								832.00
<b>29550</b>								
12/25	12/05/2025	29550	DOLORES GENERAL STORE	74070	1	20-28-611	39.82	39.82
Total 29550:								39.82
<b>29551</b>								
12/25	12/05/2025	29551	DRUG & ALCOHOL TESTING AS	10568	1	10-25-925	65.00	65.00
Total 29551:								65.00



GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
28552	12/25	12/05/2025	29552	FERGUSON WATERWORKS	1595483	1	30-29-618	2,305.45
Total 29552:								
								2,305.45
29553	12/25	12/05/2025	29553	FLYERS ENERGY, LLC	CFS4437323	1	20-22-626	483.62
Total 29553:								
								483.62
29554	12/25	12/05/2025	29554	HACH	14778502	1	30-29-618	1,354.75
Total 29554:								
								1,354.75
29555	12/25	12/05/2025	29555	Holligan Westendorff, P.L.L.C.	1025	1	10-20-411	431.25
12/25	12/05/2025	29555	Holligan Westendorff, P.L.L.C.	1025	2	20-20-411	431.25	431.25
12/25	12/05/2025	29555	Holligan Westendorff, P.L.L.C.	1025	3	30-20-401	431.25	431.25
12/25	12/05/2025	29555	Holligan Westendorff, P.L.L.C.	1025	4	40-20-411	431.25	431.25
12/25	12/05/2025	29555	Holligan Westendorff, P.L.L.C.	NONE	1	10-20-411	915.00	915.00
12/25	12/05/2025	29555	Holligan Westendorff, P.L.L.C.	NONE	2	20-20-411	915.00	915.00
12/25	12/05/2025	29555	Holligan Westendorff, P.L.L.C.	NONE	3	30-20-401	915.00	915.00
12/25	12/05/2025	29555	Holligan Westendorff, P.L.L.C.	NONE	4	40-20-411	915.00	915.00
Total 29555:								
								5,385.00
29556	12/25	12/05/2025	29556	IMAGENET CONSULTING LLC	INV1466770	1	10-25-500	155.51
Total 29556:								
								155.51
29557	12/25	12/05/2025	29557	Ryan Greene, CBO	1201-25	1	10-20-412	714.00
Total 29557:								
								714.00
29558	12/25	12/05/2025	29558	SGM	2017-387.00	1	30-22-432	14,146.50

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 29558:								
								14,146.50
<b>29559</b>								
12/25	12/05/2025	29559	SHORT ELLIOTT HENDRICKSO	498885	1	10-25-601	183.50	183.50
Total 29559:								
								183.50
<b>29560</b>								
12/25	12/05/2025	29560	STONE SAND & GRAVEL, LLC	72091	1	20-28-730	2,187.74	2,187.74
Total 29560:								
								2,187.74
<b>29561</b>								
12/25	12/05/2025	29561	Sumrall Law Office, LLC	481	1	10-20-411	534.38	534.38
12/25	12/05/2025	29561	Sumrall Law Office, LLC	481	2	20-20-411	534.38	534.38
12/25	12/05/2025	29561	Sumrall Law Office, LLC	481	3	30-20-411	534.38	534.38
12/25	12/05/2025	29561	Sumrall Law Office, LLC	481	4	40-20-411	534.36	534.36
Total 29561:								
								2,137.50
<b>29562</b>								
12/25	12/05/2025	29562	USA BLUEBOOK	INV0088761	1	30-28-617	746.85	746.85
Total 29562:								
								746.85
<b>29563</b>								
12/25	12/05/2025	29563	WASTE MANAGEMENT OF NM	0461212-488	1	10-25-519	510.51	510.51
Total 29563:								
								510.51
<b>29564</b>								
12/25	12/05/2025	29564	Water Quality Laboratory	1999	1	40-28-543	116.60	116.60
Total 29564:								
								116.60
Grand Totals:								
								376,758.93

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-00-203	.00	341,611.05-	341,611.05-
10-08-328	572.00	.00	572.00
10-20-411	1,880.63	.00	1,880.63
10-20-412	714.00	.00	714.00
10-24-505	287.79	.00	287.79
10-25-500	155.51	.00	155.51
10-25-501	238.53	.00	238.53
10-25-509	1,976.92	.00	1,976.92
10-25-510	832.00	.00	832.00
10-25-519	510.51	.00	510.51
10-25-532	99.00	.00	99.00
10-25-540	102.44	.00	102.44
10-25-601	252.85	.00	252.85
10-25-602	15.00	.00	15.00
10-25-610	1,253.77	.00	1,253.77
10-25-613	290.23	.00	290.23
10-25-903	3,869.38	.00	3,869.38
10-25-918	7.50	.00	7.50
10-25-925	65.00	.00	65.00
10-26-715	328,487.99	.00	328,487.99
20-00-203	.00	8,261.51-	8,261.51-
20-20-411	1,880.63	.00	1,880.63
20-22-626	483.62	.00	483.62
20-27-805	3,208.17	.00	3,208.17
20-27-806	461.53	.00	461.53
20-28-611	39.82	.00	39.82
20-28-730	2,187.74	.00	2,187.74
30-00-203	.00	20,993.93-	20,993.93-
30-20-401	1,346.25	.00	1,346.25
30-20-411	534.38	.00	534.38
30-22-432	14,146.50	.00	14,146.50
30-22-521	104.00	.00	104.00
30-22-580	52.75	.00	52.75
30-28-617	1,149.85	.00	1,149.85
30-29-618	3,660.20	.00	3,660.20
40-00-203	.00	1,997.21-	1,997.21-
40-20-411	1,880.61	.00	1,880.61
40-28-543	116.60	.00	116.60
50-00-203	.00	3,895.23-	3,895.23-

GL Account	Debit	Credit	Proof
50-00-282	500.00	.00	500.00
50-20-512	600.00	.00	600.00
50-20-513	2,435.00	.00	2,435.00
50-23-511	360.23	.00	360.23
Grand Totals:	376,758.93	376,758.93-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

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City Recorder: \_\_\_\_\_

Report Criteria:  
Report type: GL detail  
Check.Type = {<>} "Adjustment"

Report Criteria:

Report type: GL detail

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
<b>1115</b>								
12/25	12/19/2025	1115	Chantel Otteson	102725	1	50-00-313	50.00	50.00
Total 1115:								50.00
<b>1116</b>								
12/25	12/19/2025	1116	CHOICE BUILDING SUPPLY, INC	531537/1	1	50-23-514	26.97	26.97
Total 1116:								26.97
<b>1117</b>								
12/25	12/19/2025	1117	EMPIRE ELECTRIC ASSOCIATI	3459712	1	50-23-411	326.26	326.26
Total 1117:								326.26
<b>29573</b>								
12/25	12/19/2025	29573	CEBT PAYMENTS	2026-01	1	10-20-408	4,426.92	4,426.92
12/25	12/19/2025	29573	CEBT PAYMENTS	2026-01	2	20-20-408	4,426.92	4,426.92
12/25	12/19/2025	29573	CEBT PAYMENTS	2026-01	3	30-20-408	4,426.92	4,426.92
12/25	12/19/2025	29573	CEBT PAYMENTS	2026-01	4	40-20-408	4,426.93	4,426.93
Total 29573:								17,707.69
<b>29574</b>								
12/25	12/19/2025	29574	CENTURYLINK	CENTURY12	1	10-25-501	184.47	184.47
Total 29574:								184.47
<b>29575</b>								
12/25	12/19/2025	29575	DRUG & ALCOHOL TESTING AS	11875	1	10-25-925	200.00	200.00
Total 29575:								200.00
<b>29576</b>								
12/25	12/19/2025	29576	EMPIRE ELECTRIC ASSOCIATI	3243712	1	10-25-521	337.44	337.44

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
12/25	12/19/2025	29576	EMPIRE ELECTRIC ASSOCIATI	3243712	2	30-28-611	4,027.73	4,027.73
12/25	12/19/2025	29576	EMPIRE ELECTRIC ASSOCIATI	3243712	3	10-24-504	279.18	279.18
12/25	12/19/2025	29576	EMPIRE ELECTRIC ASSOCIATI	3243712	4	20-28-614	59.88	59.88
12/25	12/19/2025	29576	EMPIRE ELECTRIC ASSOCIATI	3243712	5	40-28-511	464.26	464.26
Total 29576:								5,168.49
29577								
12/25	12/19/2025	29577	FLYERS ENERGY, LLC	CFS4451068	1	20-22-626	561.75	561.75
Total 29577:								561.75
29578								
12/25	12/19/2025	29578	GREEN ANALYTICAL LABORAT	2512023	1	40-28-543	146.00	146.00
Total 29578:								146.00
29579								
12/25	12/19/2025	29579	INTERMOUNTAIN FARMERS	572556770	1	10-25-918	185.34	185.34
Total 29579:								185.34
29580								
12/25	12/19/2025	29580	KIMBALL MIDWEST	104010770	1	30-29-618	250.20	250.20
Total 29580:								250.20
29581								
12/25	12/19/2025	29581	PERSONNEL SAFETY ENTERP	96239	1	20-28-618	61.35	61.35
12/25	12/19/2025	29581	PERSONNEL SAFETY ENTERP	96240	1	10-25-613	113.40	113.40
Total 29581:								174.75
29582								
12/25	12/19/2025	29582	Ryan Greene, CBO	1203-25	1	10-20-412	504.00	504.00
Total 29582:								504.00

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
<b>29583</b>								
12/25	12/19/2025	29583	SLAVENS, INC.	459374	1	50-23-514	49.95	49.95
12/25	12/19/2025	29583	SLAVENS, INC.	459685	1	30-29-618	13.99	13.99
Total 29583:								63.94
Grand Totals:								25,549.86

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-00-203	.00	6,230.75-	6,230.75-
10-20-408	4,426.92	.00	4,426.92
10-20-412	504.00	.00	504.00
10-24-504	279.18	.00	279.18
10-25-501	184.47	.00	184.47
10-25-521	337.44	.00	337.44
10-25-613	113.40	.00	113.40
10-25-918	185.34	.00	185.34
10-25-925	200.00	.00	200.00
20-00-203	.00	5,109.90-	5,109.90-
20-20-408	4,426.92	.00	4,426.92
20-22-626	561.75	.00	561.75
20-28-614	59.88	.00	59.88
20-28-618	61.35	.00	61.35
30-00-203	.00	8,718.84-	8,718.84-
30-20-408	4,426.92	.00	4,426.92
30-28-611	4,027.73	.00	4,027.73
30-29-618	264.19	.00	264.19
40-00-203	.00	5,037.19-	5,037.19-
40-20-408	4,426.93	.00	4,426.93
40-28-511	464.26	.00	464.26
40-28-543	146.00	.00	146.00
50-00-203	.00	453.18-	453.18-
50-00-313	50.00	.00	50.00
50-23-411	326.26	.00	326.26

GL Account	Debit	Credit	Proof
50-23-514	76.92	.00	76.92
Grand Totals:	25,549.86	25,549.86-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:  
Report type: GL detail  
Check Type = {<>} "Adjustment"



Report Criteria:

Report type: GL detail

Check Type = {<>} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
1118	12/25 12/22/2025	1118	SCOTT'S SEWER & DRAIN SER	5913	1	50-23-514	150.00	150.00
Total 1118:								150.00
1119	12/25 12/31/2025	1119	Kim Hamilton	122425	1	50-00-282	100.00	100.00
Total 1119:								100.00
1120	12/25 12/31/2025	1120	Morgan Bennett	122425USFS	1	50-00-282	200.00	200.00
Total 1120:								200.00
29584	12/25 12/31/2025	29584	AT&T MOBILITY	2872975575	1	10-25-501	241.43	241.43
Total 29584:								241.43
29585	12/25 12/31/2025	29585	BANKCARD CENTER	123025	1	10-25-602	22.26	22.26
12/25 12/31/2025	29585	BANKCARD CENTER	123025	123025	2	10-25-509	134.92	134.92
12/25 12/31/2025	29585	BANKCARD CENTER	123025	123025	3	10-25-901	76.51	76.51
12/25 12/31/2025	29585	BANKCARD CENTER	123025	123025	4	30-22-521	154.00	154.00
12/25 12/31/2025	29585	BANKCARD CENTER	123025	123025	5	10-30-900	48.71	48.71
12/25 12/31/2025	29585	BANKCARD CENTER	123025	123025	6	10-25-601	132.00	132.00
Total 29585:								568.40
29586	12/25 12/31/2025	29586	FLYERS ENERGY, LLC	CFS4467446	1	20-22-626	524.25	524.25
Total 29586:								524.25

GL	Check Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
29587	12/25	12/31/2025	29587	LEPEW PORTA JOHNS, INC	2025-11-101	1	10-24-503	808.00	808.00
Total 29587:									808.00
29588	12/25	12/31/2025	29588	LOGAN SIMPSON DESIGN	38542	1	10-26-712	4,530.00	4,530.00
Total 29588:									4,530.00
29589	12/25	12/31/2025	29589	NETFORCE PC, INC.	26806	1	10-25-509	288.00	288.00
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26806	2	10-25-509	288.00	288.00
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26806	3	10-25-509	288.00	288.00
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26806	4	10-25-509	288.00	288.00
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26852	1	10-25-509	49.03	49.03
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26852	2	10-25-509	49.03	49.03
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26852	3	10-25-509	49.03	49.03
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26852	4	10-25-509	49.01	49.01
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26892	1	10-25-509	66.39	66.39
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26892	2	10-25-509	66.39	66.39
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26892	3	10-25-509	66.39	66.39
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	26892	4	10-25-509	66.39	66.39
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	CW34972	1	10-25-509	26.25	26.25
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	CW34972	2	10-25-509	26.25	26.25
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	CW34972	3	10-25-509	26.25	26.25
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	CW34972	4	10-25-509	26.25	26.25
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	SW34937	1	10-25-509	26.25	26.25
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	SW34937	2	10-25-509	26.25	26.25
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	SW34937	3	10-25-509	26.25	26.25
12/25	12/31/2025	29589	29589	NETFORCE PC, INC.	SW34937	4	10-25-509	26.25	26.25
Total 29589:									1,823.66
29590	12/25	12/31/2025	29590	PRINCIPAL MUTUAL FUNDS	122225	1	10-20-410	292.65	292.65
12/25	12/31/2025	29590	29590	PRINCIPAL MUTUAL FUNDS	122225	2	20-20-410	292.65	292.65
12/25	12/31/2025	29590	29590	PRINCIPAL MUTUAL FUNDS	122225	3	30-20-410	292.65	292.65
12/25	12/31/2025	29590	29590	PRINCIPAL MUTUAL FUNDS	122225	4	40-20-410	292.64	292.64

GL Period	Check Issue Date	Check Number	Payee	Invoice Number	Invoice Sequence	Invoice GL Account	Invoice Amount	Check Amount
Total 29590:								
								1,170.59
Grand Totals:								
								10,116.33

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-00-203	.00	8,110.14-	8,110.14-
10-20-410	292.65	.00	292.65
10-24-503	808.00	.00	808.00
10-25-501	241.43	.00	241.43
10-25-509	1,958.58	.00	1,958.58
10-25-601	132.00	.00	132.00
10-25-602	22.26	.00	22.26
10-25-901	76.51	.00	76.51
10-26-712	4,530.00	.00	4,530.00
10-30-900	48.71	.00	48.71
20-00-203	.00	816.90-	816.90-
20-20-410	292.65	.00	292.65
20-22-626	524.25	.00	524.25
30-00-203	.00	446.65-	446.65-
30-20-410	292.65	.00	292.65
30-22-521	154.00	.00	154.00
40-00-203	.00	292.64-	292.64-
40-20-410	292.64	.00	292.64
50-00-203	.00	450.00-	450.00-
50-00-282	300.00	.00	300.00
50-23-514	150.00	.00	150.00
Grand Totals:	10,116.33	10,116.33-	.00

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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City Recorder: \_\_\_\_\_

Report Criteria:

Report type: GL detail

Check Type = {<>} "Adjustment"



DECEMBER 12, 2025

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**TO:** MAYOR AND MEMBERS OF THE BOARD OF TRUSTEES

**FROM:** KELLEY UNREIN, TOWN CLERK

**SUBJECT:** REVIEW OF CHANGE OF CONTROLLING BENEFICIAL OWNERSHIP – HIGH COUNTRY RELEAF

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I have reviewed the documents submitted by the State of Colorado and High Country Releaf regarding the requested Change of Controlling Beneficial Owner. In addition, I have examined the requirements set forth in Town of Dolores Ordinance No. 546, Series 2020, including all applicable criteria for Controlling Beneficial Owners.

Based on this review, I find no reason not to approve the requested change of Controlling Beneficial Ownership.

This item will be placed on the January 12, 2026 Board of Trustees meeting Consent Agenda for approval.



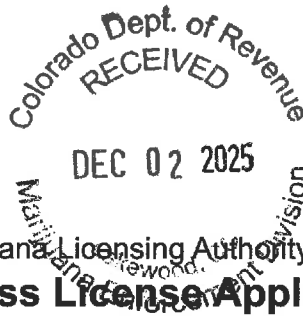
# PUBLIC NOTICE

Town of Dolores – Board of Trustees

Notice is hereby given that on Monday, January 12, 2026, the Board of Trustees of the Town of Dolores will hold a regular meeting during which the Board will consider the application submitted by High Country Releaf for a Change of Beneficial Ownership for its licensed marijuana business.

The meeting will be held at:  
Town Hall  
601 Central Avenue  
Dolores, Colorado 81323

For additional information, please contact:  
Town of Dolores  
970-882-7720



Colorado Marijuana Licensing Authority  
**Marijuana Business License Application**  
**Change of Controlling Beneficial Owner (CBO)**

**License Types**

**Retail**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Retail Marijuana Store      | <input type="checkbox"/> Mobile Hospitality Business           |
| <input type="checkbox"/> Retail Marijuana Cultivation           | <input type="checkbox"/> Hospitality & Sales Business          |
| <input type="checkbox"/> Retail Marijuana Testing Facility      | <input type="checkbox"/> Retail Marijuana Business Operator    |
| <input type="checkbox"/> Retail Marijuana Products Manufacturer | <input type="checkbox"/> Retail Marijuana Business Transporter |
| <input type="checkbox"/> Hospitality Business                   |  |

**Medical**

- |  |   |
|--|---|
| <input type="checkbox"/> Medical Marijuana Store                   | <input type="checkbox"/> Medical Marijuana Cultivation Facility |
| <input type="checkbox"/> Medical Marijuana Products Manufacturer   | <input type="checkbox"/> Medical Marijuana Business Operator    |
| <input type="checkbox"/> Medical Marijuana Testing Facility        | <input type="checkbox"/> Medical Marijuana Business Transporter |
| <input type="checkbox"/> Marijuana Research & Development Facility |   |

**Level**

- ☒ **Level 1:** 1 - 4 CBO's and/or OE's
- ☐ **Level 2:** 5 - 9 CBO's and/or OE's
- ☐ **Level 3:** 10 + CBO's and/or OE's

**Seller's Information**

Seller's Legal Business Name (Please Print)

Canna and Co LTD

Marijuana License Number

402R-00947

Registered Trade Name (DBA)

High Country Releaf

Federal Taxpayer ID

86-3440238

Colorado Sales Tax License Number

95027115-0000

Name of Registered Agent

Michael Halcoussis

## Physical Address

Street Address of Marijuana Business

102 Railroad Ave

City

Dolores

County

Montezuma

State

CO

ZIP Code

81323

Business Phone Number

970-676-0023

Email Address

michael@highcountryreleaf.com

## Mailing Address (If Different From Physical Address)

Address

PO Box 1170

City

Dolores

State/Prov

Co

ZIP Code

81323

## Main Business Contact Person Information

Primary Contact Person for Business

Michael Halcoussis

Primary Contact Phone Number

425-785-8844

Primary Contact Email

michael@highcountryreleaf.com

## Jurisdiction

Jurisdiction of Incorporation or Creation of Business Entity

CO

Date (MM/DD/YY)

04/20/2022

If a Corporation, List all Jurisdictions Where the Corporation is Authorized to Conduct Business

N/A

## Buyer (or additional CBO) Questions

1. Is 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) under the age of twenty-one years?..... ☐ Yes ☒ No
2. Do you have or will you have possession of a licensed premises?..... ☒ Yes ☐ No
3. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments, taxes, interest or penalties due to the Department of Revenue, relating to a Regulated Marijuana Business?  
  
If Yes, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency..... ☐ Yes ☒ No



4. Has a judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign or security law or regulation, ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If Yes, provide details on a separate sheet and attach any applicable documents..... ☐ Yes ☒ No
5. Has the applicant (including any parent companies), been indicted, served with a criminal summons, charged with or convicted of any crime or offense in any manner in the last 3 years? Include all offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty.  
If Yes, explain in detail on a separate sheet and attach it to your application. Provide official documentation from the court showing the final disposition for any felony charge or those related to a controlled substance. (Sealed or expunged non-convictions need not be disclosed.)..... ☐ Yes ☒ No
6. Are you a Person (Entity) applying for a license at a location that is currently licensed as a retail food establishment?  
If Yes, explain on a separate sheet..... ☐ Yes ☒ No
7. Has the buyer(s) or additional CBO(s) filed all Finding of Suitability applications required by the Division?..... ☒ Yes ☐ No

#### Local Licensing Authority (To Be Completed By Current License Holder)

Local Licensing Authority		Local Licensing Authority Contact Name	
Town Of Dolores		Leigh Reeves	
Contact Phone	Contact Email		
970-882-7720 x4	leigh@townofdolores.com		
Date of Application with Local Authority, If Required	Date of Approval	Date of Expiration	
N/A	4/20/2022	06/24/2026	

Does the local licensing authority permit this type of business in their jurisdiction?..... ☒ Yes ☐ No

#### Current Ownership Structure

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

Name	License Number
Michael Halcoussis	M130089
Business Associated with (Parent Business or Sub-Entity)	Direct Ownership % Entity
Rico Capital, LLC	50
	Seller's Direct Ownership %
	N/A

Name	License Number
Ourania Sullivan	M130096
Business Associated with (Parent Business or Sub-Entity)	Direct Ownership % Entity
Rico Capital, LLC	50
	Seller's Direct Ownership %
	N/A

Name		License Number
N/A		N/A
Business Associated with (Parent Business or Sub-Entity)	Direct Ownership % Entity	Seller's Direct Ownership %
N/A	N/A	N/A

Name		License Number
N/A		N/A
Business Associated with (Parent Business or Sub-Entity)	Direct Ownership % Entity	Seller's Direct Ownership %
N/A	N/A	N/A

Name		License Number
N/A		N/A
Business Associated with (Parent Business or Sub-Entity)	Direct Ownership % Entity	Seller's Direct Ownership %
N/A	N/A	N/A

Name		License Number
N/A		N/A
Business Associated with (Parent Business or Sub-Entity)	Direct Ownership % Entity	Seller's Direct Ownership %
N/A	N/A	N/A

Name		License Number
N/A		N/A
Business Associated with (Parent Business or Sub-Entity)	Direct Ownership % Entity	Seller's Direct Ownership %
N/A	N/A	N/A

Name		License Number
N/A		N/A
Business Associated with (Parent Business or Sub-Entity)	Direct Ownership % Entity	Seller's Direct Ownership %
N/A	N/A	N/A

Name		License Number
N/A		N/A
Business Associated with (Parent Business or Sub-Entity)	Direct Ownership % Entity	Seller's Direct Ownership %
N/A	N/A	N/A

**Buyer's Proposed Business Information (Not Applicable If Only Adding New CBOs)**

New Legal Business Name

N/A

Trade Name

N/A

Physical Address

N/A

Mailing Address

N/A

Business Phone Number

N/A

Federal Taxpayer ID

N/A

Colorado Sales Tax License Number

N/A

Business Email Address

N/A

**Main Business Contact Person (Not applicable if only adding new CBOs)**

Primary Contact Person for Business

N/A

Primary Contact Phone Number

N/A

Primary Contact Email

N/A

Physical Address of Contact Person

N/A

City

N/A

State

N/A

ZIP Code

N/A

**Proposed Ownership Structure**

Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, Managers and any other individual that Controls the RMB. (Do not include the licensed entity/RMB on this table.).

Name

Michael Halcoussis

SSN/FEIN

290-58-1065

Date of Birth

08/07/1965

License Number

M130089

Business Associated with (Parent Business or Sub-Entity)

N/A

Ownership % Entity

N/A

Ownership % in RMB

50

Name

Ourania Sullivan

SSN/FEIN

290-58-1076

Date of Birth

10/18/1968

License Number

M130096

Business Associated with (Parent Business or Sub-Entity)

N/A

Ownership % Entity

N/A

Ownership % in RMB

50

Name

N/A

SSN/FEIN

N/A

Date of Birth

N/A

License Number

N/A

Business Associated with (Parent Business or Sub-Entity)

N/A

Ownership % Entity

N/A

Ownership % in RMB

N/A

Name

N/A

SSN/FEIN

N/A

Date of Birth

N/A

License Number

N/A

Business Associated with (Parent Business or Sub-Entity)

N/A

Ownership % Entity

N/A

Ownership % in RMB

N/A

Name

N/A

SSN/FEIN

N/A

Date of Birth

N/A

License Number

N/A

Business Associated with (Parent Business or Sub-Entity)

N/A

Ownership % Entity

N/A

Ownership % in RMB

N/A

Printed Legal Business Name

Canna and Co, LTD

Printed Trade Name (DBA)

High Country Releaf

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

If Yes, attach list of persons.....

☐ Yes

☒ No

Are there any other Persons, other than those listed in the Ownership Structure, that can Control the RMB? If Yes, attach list of persons.....

☐ Yes

☒ No

What is the funding source for this Change of Ownership (attach supporting documents)?

N/A

### Indirect Financial Interest Holder

List those with 2 or more interests (PBO, lease, Intellectual Property agreements, finance and/or equipment lease agreements, etc.) or loans that are 50% or more of the operating capital as defined in Rule 2-230(A)(3).

Name of Interest Holder	Date of Birth	SSN/FEIN
N/A	N/A	N/A
Address		
N/A		
City	State	ZIP Code
N/A	N/A	N/A
Types of Interests		
N/A		

Name of Interest Holder	Date of Birth	SSN/FEIN
N/A	N/A	N/A
Address		
N/A		
City	State	ZIP Code
N/A	N/A	N/A
Types of Interests		
N/A		

Name of Interest Holder	Date of Birth	SSN/FEIN
N/A	N/A	N/A
Address		
N/A		
City	State	ZIP Code
N/A	N/A	N/A
Types of Interests		
N/A		

Name of Interest Holder	Date of Birth	SSN/FEIN
N/A	N/A	N/A
Address		
N/A		
City	State	ZIP Code
N/A	N/A	N/A
Types of Interests		
N/A		

## Affirmation & Consent

I/We, Michaele Halcoussis,

as an owner(s) for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Change of Controlling Beneficial Owner License Application statements, attachments, and supporting schedules are true and correct to the best of my/our knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I/We am/are aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial of the marijuana business application. I/We am/are voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I/We may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I/We further consent to any background investigation necessary to determine my/our present and continuing suitability and that this consent continues as long as I/We hold a Colorado Marijuana License. **Note:** If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account(s) electronically.

### Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name

Canna and Co, LTD

Trade Name (DBA)

High Country Releaf

Last Name of Owner (Please Print)

Halcoussis

First Name of Owner

Michael

Middle Name of Owner

N/A

Signature

Michael Halcoussis

Digitally signed by Michael Halcoussis  
Date: 2025.11.10 21:56:47 -07'00'

Date (MM/DD/YY)

11/10/2025

Last Name of Owner (Please Print)

Sullivan

First Name of Owner

Ourania

Middle Name of Owner

Sophia

Signature

Ourania S. Sullivan

Digitally signed by Ourania S. Sullivan  
Date: 2025.11.16 10:25:27 -05'00'

Date (MM/DD/YY)

11/16/25

Last Name of Owner (Please Print)

N/A

First Name of Owner

N/A

Middle Name of Owner

N/A

Signature

Date (MM/DD/YY)

N/A

Last Name of Owner (Please Print)

N/A

First Name of Owner

N/A

Middle Name of Owner

N/A

Signature

Date (MM/DD/YY)

N/A

**Confidential Document:** This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

**Note:** If there are more than four (4) owners, please use a second Affirmation & Consent page (page 7 of 15).

## Tax Check Authorization and Request To Release Information

Michael Halcoussis

I am signing this waiver on behalf of

Canna and Co, LTD

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

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1), 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

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

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

## Tax Check Authorization and Request To Release Information (continued)

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

Applicant's Name (Individual/Business)

Michael Halcoussis

Social Security Number/Tax Identification Number

290581065

Street Address

220 Mill Road

City

Rico

State/Prov

Co

ZIP Code

81332

Legal Last Name (Please Print)

Halcoussis

Legal First Name

Michael

Full Middle Name

N/A

Applicant's Signature

Michael Halcoussis

Digitally signed by Michael Halcoussis  
Date: 2025.11.10 21:59:55 -07'00'

Date (MM/DD/YY)

11/10/25



## Investigation Authorization/Authorization to Release Information

Michael Halcoussis

I hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

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

### Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name

Canna and Co, LTD

Trade Name (DBA)

High Country Releaf

Legal Last Name (Please Print)

Halcoussis

Legal First Name

Michael

Full Middle Name

N/A

Signature

Michael Halcoussis

Digitally signed by Michael Halcoussis  
Date: 2025.11.10 22:00:46 -07'00'

Date (MM/DD/YY)

11/10/2025

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## Applicant's Request to Release Information

TO: (Leave this Blank)

FROM: (Applicant's Printed Name)

Michael Halcoussis

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
  - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
  - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:
  - (c) To place the name of the agent presenting this request in the appropriate location on this request.
5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
6. This power of attorney ends twenty-four (24) months from the date of execution.
7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant.

### Applicant's Request to Release Information (continued)

8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Legal Business Name

Canna and Co, LTD

Trade Name (DBA)

High Country Releaf

Applicant's Last Name (Please Print)

Halcoussis

First Name

Michael

Full Middle Name

N/A

Signature

Michael Halcoussis

Digitally signed by Michael Halcoussis  
Date: 2025.11.10 22:02:01 -07'00'

Date (MM/DD/YY)

11/10/25

### Affirmation Of Reasonable Care – Private Company

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

Michael Halcoussis

as Controlling Beneficial Owner or Manager for

Canna and Co, LTD

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

Signature

Michael Halcoussis

Digitally signed by Michael Halcoussis  
Date: 2025.11.10 22:02:25 -07'00'

Date (MM/DD/YY)

11/10/25

## Tax Check Authorization and Request To Release Information

Ourania S. Sullivan

am signing this waiver on behalf of

Canna & Co. LTD

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

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1), 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

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2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

## Tax Check Authorization and Request To Release Information (continued)

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

Applicant's Name (Individual/Business)

Ourania S Sullivan

Social Security Number/Tax Identification Number

290-58-1076

Street Address

3201 Brunton Drive

City

Glenshaw

State/Prov

PA

ZIP Code

15116-1411

Legal Last Name (Please Print)

Sullivan

Legal First Name

Ourania

Full Middle Name

Sophia

Applicant's Signature

Ourania S. Sullivan

Digitally signed by Ourania S. Sullivan

Date: 2025.11.25 10:18:49 -05'00'

Date (MM/DD/YY)

11/25/25

## Investigation Authorization/Authorization to Release Information

I hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

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

### Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name

Canna & Co LTD

Trade Name (DBA)

High Country ReLeaf

Legal Last Name (Please Print)

Sullivan

Legal First Name

Ourania

Full Middle Name

Sophia

Signature

Ourania S. Sullivan

Digitally signed by Ourania S. Sullivan  
Date: 2025.11.25 10:20:27 -05'00'

Date (MM/DD/YY)

11/25/25

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## Applicant's Request to Release Information

TO: (Leave this Blank)

FROM: (Applicant's Printed Name)

Ourania S Sullivan

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
  - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
  - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:
  - (c) To place the name of the agent presenting this request in the appropriate location on this request.
5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
6. This power of attorney ends twenty-four (24) months from the date of execution.
7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant.

### Applicant's Request to Release Information (continued)

8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Legal Business Name

Canna & Co LTD

Trade Name (DBA)

High Country ReLeaf

Applicant's Last Name (Please Print)

Sullivan

First Name

Ourania

Full Middle Name

Sophia

Signature

Ourania S. Sullivan

Digitally signed by Ourania S. Sullivan  
Date: 2025.11.25 10:21:59 -05'00'

Date (MM/DD/YY)

11/25/25

### Affirmation Of Reasonable Care – Private Company

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

Ourania S Sullivan

as Controlling Beneficial Owner or Manager for

Canna & Co. LTD

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

Signature

Ourania S. Sullivan

Digitally signed by Ourania S. Sullivan  
Date: 2025.11.25 10:23:04 -05'00'

Date (MM/DD/YY)



### Affirmation Of Reasonable Care – Publicly Traded Corporation

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

Ourania S Sullivan

as Controlling Beneficial Owner or Manager for

Canna & Co LTD

state under penalty of perjury, pursuant to §18-6-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature

Ourania S. Sullivan

Digitally signed by Ourania S. Sullivan  
Date: 2025.11.25 10:23:58 -05'00'

Date (MM/DD/YY)

11/25/25

### Affirmation Of Reasonable Care – Publicly Traded Corporation

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

N/A

as Controlling Beneficial Owner or Manager for

N/A

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

Signature

Date (MM/DD/YY)

N/A

## Addendum A - Change of CBO Application

### Publicly Traded Company (PTC)

Stock Trading Symbol

N/A

Name of Exchange(s) Traded On

N/A

NAICS/SIC Code

N/A

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

N/A

Reporting agencies required reports submitted on:

N/A

Provide a list of any privileged or professional licenses, with license numbers, you have held within the last three (3) years prior to the submission of the finding of suitability request. List those that were issued by the Colorado Department of Revenue or the Department of Regulatory Agencies, including all marijuana licenses. (Provide on a separate sheet)

Date of Registration with the Department of Regulatory Agencies (DORA)

N/A

Number

N/A

Provide a description of the Publicly Traded Company's business and documents establishing the Publicly Traded Company (PTC) qualifies to hold a RMB license as referenced in 44-10-103(50).

Description

N/A

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

Attach the most recent list of Non-Objecting Beneficial owners possessed by the PTC.

Identify the type of permitted transaction, (i.e. Merger, Investment, or Public Offering) and attach all supporting documentation.

### Questions

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

☐ All Current ☐ Not Current (If not, explain on a separate sheet.)

Confirm that all mandatory filings for CBO's as required by any securities regulatory authority, including, but not limited to the United States Securities and Exchange Commission or the Canadian Securities Administrators, have been filed and the MED has been provided concurrent notice with the filing. If No, explain on a separate sheet:

☐ Yes ☐ No

## Addendum B - Change of CBO Application

### Qualified Private Fund (QPF)

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

N/A

Reporting agencies required reports submitted on:

N/A

Provide a list of any privileged or professional licenses, with license numbers, you have held within the last three (3) years prior to the submission of the finding of suitability request. List those that were issued by the Colorado Department of Revenue or the Department of Regulatory Agencies, including all marijuana licenses. (Provide on separate sheet)

Date of Registration with the Department of Regulatory Agencies (DORA)

Number

N/A

N/A

Provide a description of the QPF's business and documents establishing the QPF qualifies to hold a RMB license.

Description

N/A

### Questions

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

☐ All Current ☐ Not Current (If not, explain on a separate sheet.)

Confirm that **all** required findings of suitability, including all QPF managers, investment advisers, investment adviser representatives, any trustee or equivalent, and any other person that controls the investment in, or management or operations of, the RMB, have been obtained **prior to** the QPF becoming effective. If No, explain on a separate sheet.

☐ Yes ☐ No

## Addendum C - Change of CBO Application

### Qualified Institutional Investor (QII)

Identity(ies) of all Regulators with oversight over the QII's securities

N/A

Reporting agencies required reports submitted on:

N/A

Provide a list of any privileged or professional licenses, with license numbers, you have held within the last three (3) years prior to the submission of the finding of suitability request. List those that were issued by the Colorado Department of Revenue or the Department of Regulatory Agencies, including all marijuana licenses. (Provide on separate sheet)

Date of Registration with the Department of Regulatory Agencies (DORA) Number

N/A

N/A

Provide a description of the QII's business and documents establishing the QII qualifies to hold a RMB license.

N/A

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

Divestiture Plan

N/A

### Questions

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

☐ All Current ☐ Not Current

If Not Current, Explain.

N/A

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

☐ Yes ☐ No

## Addendum D - Change of CBO Application

### Mobile Hospitality Business Addendum Identify Vehicle Used As Licensed Premises

Vehicle Make	Vehicle Model	Vehicle Year
N/A	N/A	N/A
License Plate Number	PUC Permit Number	
N/A	N/A	
VIN		
N / A		

Is the mobile premises compliant with all state and local registration and permitting requirements?..... ☐ Yes ☐ No

#### Provide the following:

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

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

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

Last Name	First Name	Full Middle Name
N/A	N/A	N/A
Signature		Date (MM/DD/YY)
		N/A

**Colorado Marijuana Enforcement Division**  
**Marijuana Business License Change of CBO Instructions**

Change of Owner applications must be submitted by the current license holder(s).

**Application Checklist**

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☒ **1. Application Fully Completed**

Type or clearly print, in English, an answer to every question. If a question does not apply, indicate with an N/A. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. An applicant is prohibited from operating a Regulated Marijuana Business prior to obtaining all necessary approvals or licenses from both the State Licensing Authority and the local jurisdiction. **A separate application is required for each license type.**

☒ **2. Application Contents**

- ☒ Disclosure Requirements
- ☒ Main Application
- ☒ Authorization Forms
- ☐ Publicly Traded Company (PTC) Addendum A
- ☐ Qualified Private Fund (QPF) Addendum B
- ☐ Qualified Institutional Investor (QII) Addendum C
- ☐ Mobile Hospitality Business Addendum D

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

☒ **3. All Forms Signed and Attached**

The following accompanying forms must be completed and signed by all CBOs whose Owner's Interests are proposed to change with this application and any CBOs being added.

- ☒ Affirmation and Consent
- ☒ Tax Check Authorization and Request to Release Information
- ☒ Investigation Authorization / Authorization to Release Information
- ☒ Applicant's Request to Release Information
- ☒ Affirmation of Reasonable Care

☒ **4. Required Disclosures**

- ☐ **See Application Required Disclosures (page 1 of application)**

Upon request by the Division, an Applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request.

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

☒ **5. Application and License Fees**

**All applications and documentation submitted must be single-sided and on 8.5x11 inch paper.**

See fee table on website: <https://MED.Colorado.gov/>

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

☒ Submit complete application packet. All businesses must provide one complete copy along with the applicable fee (see fee schedule). **Additional fees may be required by the local jurisdiction.**

☒ Checks (in the name of the applicant or applicants attorney's trust account), money orders and major credit cards (subject to service charge) are accepted and due at the time of application.

☒ Mail-in applications can only be paid by check or money order.

☒ **6. Application Submittal**

Applications can be submitted in person or by mail with all attachments and requisite fees to:

**Mailing Address:**

Attn: MED/ Marijuana Enforcement  
Colorado Department of Revenue  
P.O. Box 17087  
Denver CO 80217-0087

**Physical Address:**

1707 Cole Blvd., Suite 300  
Lakewood CO 80401

**Note:** If using a delivery service such as FedEx or UPS, you will need to use the physical address.

**Note:** Incomplete applications will not be processed. Applicants must collect the incomplete application and fees (including those mailed in or delivered via courier), from the Lakewood Office prior to the end of the next business day.

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**Change of CBO Application Required Disclosures**

☒ Copy of the Local license application, if required by the local jurisdiction.

☒ Organizational Chart, including the identity and ownership percentage of all CBOs.

☒ Certificate of Good Standing from jurisdiction where Entity was formed. (Must be U.S. or country that authorizes the sale of marijuana).



☒ Organizational documents including identity and physical address of the registered agent in Colorado.

Organizational Documents (Indicate which document is being provided)

☐ Articles of Incorporation

☐ Shareholder Agreement

☐ By-Laws

☒ Operating Agreement for LLC

☐ Partnership Agreement for Partnership

Corporate Governance Documents (Indicate which document is being provided)

☐ Required for Publicly Traded Companies

☐ Permitted, but not required for Privately held companies

☐ Asset Purchase agreement, Merger agreement, sales contract or any other document necessary to effectuate the change of owner.

☒ Provide a current, executed lease and floor plans.

☐ Finding of Suitability application for each new proposed owner, unless exempt, or have currently obtained a Finding of Suitability.

☐ Voluntary Surrender of any individual and/or entity who will not remain a CBO on any licensed RMB, will be required upon approval and issuance of the Change of Controlling Beneficial Owner.

☒ Copy of State Sales Tax or Wholesale license and any other document necessary to verify tax compliance.

### Addendums

Indicate which, if any, addendum's are being completed.

☐ PTC

☐ QPF

☐ QII

☐ Hospitality Business

☒ No Addendum's - Private Company

### Glossary of Terms

RMB	Regulated Marijuana Business	CBO	Controlling Beneficial Owner
PBO	Passive Beneficial Owner	IFIH	Indirect Financial Interest Holder
QII	Qualified Institutional Investor	QPF	Qualified Private Fund
PTC	Publicly Traded Company	SE	Social Equity

Pursuant to 44-10-305(4) C.R.S. prior to submitting an application for a license, registration or permit, the applicant needs to be aware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.

### Affirmation of Complete Application

Printed Name

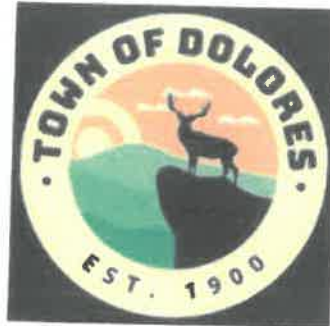
Michael Halcoussis

Signature

Michael Halcoussis

Digitally signed by Michael Halcoussis  
Date: 2025.11.19 08:51:06 -07'00'

Date (MM/DD/YY)



**Town of Dolores Marijuana License**

**Pursuant to the Dolores Municode 5-16-400**

**Ordinance 546 Series 2020**

**Canna & Company LTD dba High Country Releaf, by Board approval on  
June 9<sup>th</sup>, 2025, unanimously voted to approve a renewal for a Marijuana Retail License.**

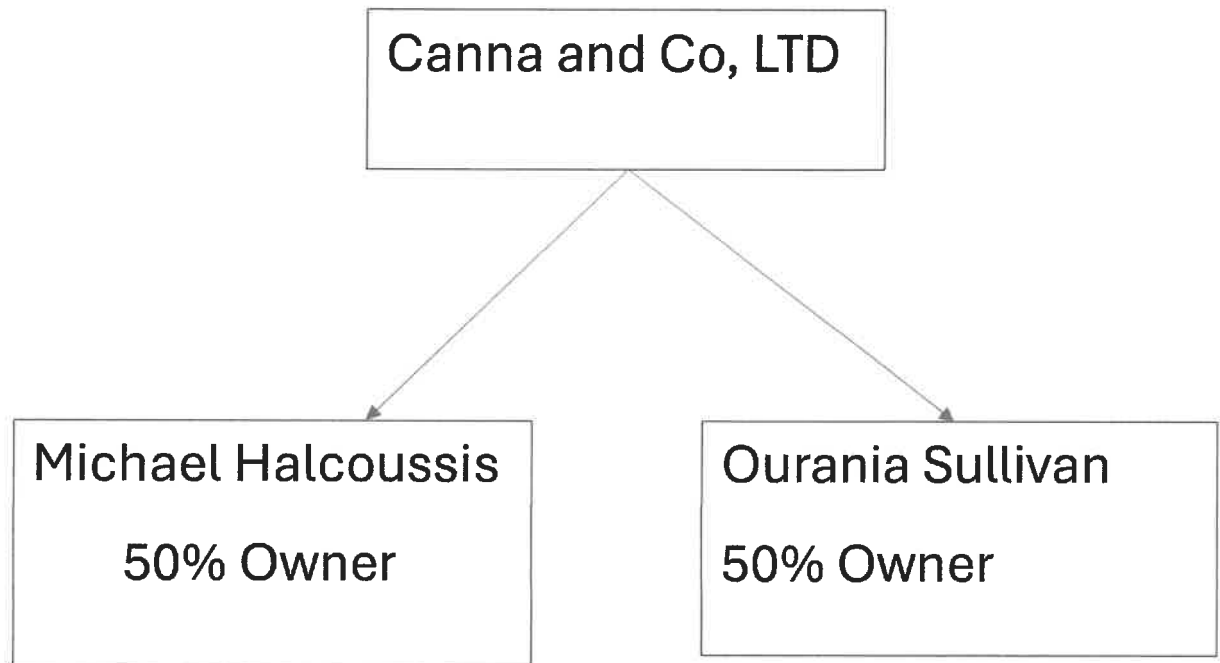
**To be held by Michael Halicousis of High Country Releaf.**

**From June 24<sup>th</sup>, 2025, expiring on June 24<sup>th</sup> 2026.**

**Signed and verified by Tammy Neely Clerk of the Town of Dolores:**

**Tammy Neely Dolores Town Clerk**





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,

Canna and Co Ltd.

is a

Limited Liability Company

formed or registered on 04/20/2021 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211372814 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/13/2025 that have been posted, and by documents delivered to this office electronically through 11/19/2025 @ 08:39:53 .

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 11/19/2025 @ 08:39:53 in accordance with applicable law. This certificate is assigned Confirmation Number 17900496 .



*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."*

**Canna & Co Ltd.**  
**Operating Agreement**

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
CANNA & CO LTD**

This Limited Liability Company Operating Agreement (the "**Agreement**") of Canna and CO a Colorado limited liability company (the "**Company**") is entered into as of the 20th day of April, 2024 ("Effective Date") between the Company and Ourania Sullivan/Michael Halcoussis (the "**Members**"), executing this Agreement.

**EXPLANATORY STATEMENT**

The Members have organized a limited liability company for the purpose of operating a marijuana retail facility. The Members are entering into this Agreement to set forth the terms and conditions under which the Company shall be operated. This Agreement restates and replaces in its entirety any prior operating agreement or other agreements, whether written or oral, of the Company.

For good and valuable consideration, the Members intends to be legally bound as follows:

**ARTICLE I – Organization**

1.1 **FORMATION.** As of the Effective Date, the Members have formed a limited liability company under the name Canna & Co Ltd. (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Colorado (the "Act"). The rights and obligations of the Members are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 **NAME.** The name of the Company shall be: Canna & Co Ltd.

1.3 **PURPOSE.** The purpose of the Company is to engage in the operation of a marijuana retail facility and any lawful act or activity for which a Limited Liability Company may be formed within the State of Colorado.

1.4 **DURATION.** The Company shall continue for a perpetual period until dissolved, liquidated or terminated in accordance with the provisions of this Agreement and, to the extent not otherwise superseded by this Agreement, the Act.

1.5 **REGISTERED AGENT.** The name of the registered agent of the Company shall be Michael Halcoussis.

1.6 **PRINCIPAL PLACE OF BUSINESS.** The location of the principal place of business of the Company shall be the following address: 102 Railroad Ave, Dolores, CO 81323, United States. The mailing address shall be the following address: PO BOX 1170, Dolores, CO 81323, United States. The Manager may cause the Company to keep and maintain offices wherever the business of the company may require.

## **ARTICLE II – Contributions, Profits, Losses, Distributions, and Allocations**

2.1 **CAPITAL CONTRIBUTIONS.** The Members may make such capital contributions (a "Capital Contribution") in such amounts and at such times as the Member shall determine. The Member shall not be obligated to make any Capital Contributions.

2.2 **CAPITAL ACCOUNT.** The Company shall maintain the Capital Account for the Members. The Member's Capital Account shall reflect the Member's capital contributions and increases for any net income or gain of the Company. The Member's Capital Account shall also reflect decreases for distributions made to the Member and the Member's share of any losses and deductions of the Company.

2.3 **PROFITS/LOSSES.** For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Member in proportion to the Member's relative capital interest in the Company as set forth in Schedule A as amended from time to time in accordance with Treasury Regulation 1.704-1.

2.4 **DISTRIBUTIONS.** The Member shall determine the timing and amount of all distributions of Net Cash Flow from the Company. "Net Cash Flow" means the gross receipts of the Company during a fiscal year plus any reduction in Cash Reserves. Unless otherwise determined by the Member, Cash Reserves shall be no less than \$10,000.00. Such distributions, if any, shall be in proportion to the Interest Holders' Percentages set forth on Schedule A hereto.

2.5 **DISTRIBUTIONS IN KIND.** If the Company makes a distribution in kind of Company property, the Capital Account of the Member shall be debited or credited as though the property had been sold for an amount equal to its fair market value and the amount received on such sale had been distributed.

2.6 **ALLOCATION OF PROFITS AND LOSSES.** The Profits and Losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for

tax purposes, to the Member in direct proportion to the Percentage of Ownership set forth on Schedule A.

**2.6.1 Adjustments.** If the Member unexpectedly receives any adjustment, allocation, or distribution described in IRC Regulations sections 1.704-1 (b)(2)(ii)(d)(4), 1.704-1 (b)(2)(ii)(d)(5), or 1.704-1 (b)(2)(ii)(d)(6), as same may be amended from time to time, or under any successor statutes thereof, items of Company gross income and gain shall be specially allocated to the Member in an amount and manner sufficient to eliminate any deficit balance in the Member's Capital Account created by such adjustment, allocation, or distribution as quickly as possible. Any special allocation under this Section shall be taken into account in computing subsequent allocations of Profits and Losses so that the net amount of allocations of income and loss and all other items shall, to the extent possible, be equal to the net amount that would have been allocated if the unexpected adjustment, allocation, or distribution had not occurred. The provisions of this Section and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with IRC Regulations sections 1.704-1(b) and 1.704-2, as same may be amended from time to time, or under any successor regulations thereof, and shall be interpreted and applied in a manner consistent with such Regulations.

**2.6.2 Proceeds from a Sale or Disposition.** If the proceeds from a sale or other disposition of an item of the Company consist of property other than cash, the value of such property shall be determined by the Member. Such non-cash proceeds shall then be allocated to the Member in proportion of the Member's Percentage Interests. If such non-cash proceeds are subsequently reduced to cash, such cash shall be distributed to the Member in proportion of the Member's Percentage Interests.

**2.6.3 Liquidation.** Notwithstanding any other provisions of this Agreement to the contrary, when there is a distribution in liquidation of the Company, all items of income and loss first shall be allocated to the Member's Capital Account (if any) pursuant this Section, and other credits and deductions to the Member's Capital Account, shall be made before the final distributions are made. The final distribution to the Member shall be made to the extent of and in proportion to their positive Capital Account balances.



## ARTICLE III – Company Property

3.1 **COMPANY PROPERTY.** The Company's assets shall be deemed owned by the Company as an entity, and the Members shall have no ownership interest in such assets or any portion thereof. Title to any or all such Company assets may be held in the name of the Company as the Member may determine.

### 3.2 INTELLECTUAL PROPERTY.

3.2.1 *Non-Compete and Non-Disclosure.* The Member acknowledges that pursuant to such Member's employment position with the Company, Member will have access to certain proprietary and confidential information of the Company, including, but not limited to, its business plans and strategies, know-how, pricing information and policies, customer and supplier lists, and other nonpublic financial information, all of which constitute "trade secrets," as such term is used in C.R.S. § 8-2-113(2)(b). Accept as provided in this Agreement, the Member agrees that during the term of his or her employment with the Company and for one (1) year subsequent to termination of employment (whether voluntary or involuntary), Member shall not, as an owner, part-owner, officer, director, manager, employee, consultant, or in any other capacity, compete with the Company or provide services of a similar nature as those provided by the Company to any Company customer or Company prospective customer that was Company's current or prospective customer before Member's termination. In addition, Member shall not disclose any trade secrets to any third party nor use any such trade secrets to the Company's detriment in any manner. Any breach of this Section would cause immediate and irreparable harm to the Company, and it is presumed that monetary damages would be impossible to determine. Therefore, the Member agrees that upon any breach or threatened breach of this Section, the Company may obtain, in addition to any other relief allowed by the law or in equity, an appropriate restraining order.

3.2.2 *Ownership of Intellectual Property.* The Intellectual Property of the Company shall be owned by the Company and shall be considered assets of the Company. Such ownership rights may be transferred or assigned only by the Manager.

3.2.3 *Work For Hire.* Members acknowledges and agrees that any Intellectual Property created for Company ("Work") shall be a work-for-hire as defined by the Copyright Act, Section 101 of Title 17 of the United States Code and that Company is the owner of the Work. The Company is entitled to the sole and exclusive benefit of the Work

including copyright and any extensions or renewals thereof. Member agrees not to use, make derivative works, copy, distribute, broadcast, display, or perform the Work, or any part of the Work without express permission of the Company or once it is completed, except as necessary to fulfill the terms of this Agreement.

3.2.4. *Assignment.* If, for any reason, the Work, or any portion of the Work or result of the Work is deemed not to be a work-for-hire, the Member hereby irrevocably assigns to Company any and all Intellectual Property rights, including copyright and any extensions or renewals therefor, pertaining to the Work. This assignment includes any and all previously existing creations by Member, which are incorporated in the Work or of which the Work is a component. This assignment is alternative and other good and complete consideration, the receipt of which is hereby acknowledged, and is not subject to further payment by the Company. Under no circumstances will Member be entitled to any royalty payments, product samples, or other compensation not enumerated in this Agreement in connection with the Work.

3.2.5. *Intellectual Property Warranties and Representations.* Member represents and warrants to Company that to the best of Member's knowledge the concepts, ideas, copy sketches, artwork, electronic files and other materials produced do not infringe on any copyright or personal or proprietary rights of others. Member will indemnify Company from any damage or loss, including attorney's fees, arising out of any breach of this warranty.

3.2.6. *Patents.* Subject to this Agreement, to the fullest extent under applicable law, the Company shall own **all right**, title and interest in and to all Inventions (including all Intellectual Property Rights therein or related thereto) that are made, conceived or reduced to practice, in whole or in part, by the Member and that arise out of any use of Company's facilities or assets or any research or other activity conducted by, for or under the direction of the Company (whether or not (i) conducted at the Company's facilities, (ii) during working hours or (iii) using Company assets), or which are useful with or relate directly or indirectly to any Company interest. Member will promptly disclose and provide all of the foregoing Inventions (the "Assigned Inventions") to the Company. The Member makes and agrees to make all assignments to the Company necessary to effectuate and accomplish the foregoing ownership. The Member further agrees to assist the Company, at its expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. The Member

irrevocably designates and appoints the Company and its attorneys-in-fact, coupled with an interest, to act for and in my behalf to execute and file any document and to perform all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Member. If an Assignee has prior patents, pending applications, or any other invention ("Prior Intellectual Property") the Assignee believes should be excluded from this section, the Assignee shall disclosure such Prior Intellectual Property prior to becoming a Member.

3.2.7. *Disposition of Intellectual Property Upon Sale of the Company.* Upon 100% sale of the Company, the Member of the Company shall not have any continuing rights in any Intellectual Property, including license rights to any Intellectual Property, that is embodied in a commercial product of the Company. The Company agrees that the Member may agree to an assignment of Intellectual Property rights or a grant of a license right to Intellectual Property that is not embodied in any commercial product of the Company to individuals (including the Member) prior to the sale of the Company. Nothing in this Agreement shall bar the Member from negotiating rights and/or royalties on Company owned Intellectual Property that an individual Member created with prospective buyers.

## **ARTICLE IV – Rights, Powers and Obligations of Member**

4.1 **MANAGEMENT BY MEMBER.** The Company shall be Manager-Managed. The Manager shall have the full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated and to make all decisions concerning its business and affairs in accordance with this Agreement.

4.2 **AUTHORITY.** Michael Halcoussis, as a representative of the Company is the Manager. As the Managing-Member, Michael Halcoussis, has sole authority and power to act for or on behalf of the Company, to do any act that would be binding on the Company, or incur any expenditures on behalf of the Company.

4.3 **LIABILLITY AND INDEMNIFICATION.** The Manager shall not be liable, responsible, or accountable, in damages or otherwise, to the Company for any action taken or any failure to take an action by the Member with respect to Company matters, except for actions or omissions constituting fraud, gross negligence, or an intentional breach of this

Agreement or applicable law. The Company shall indemnify the Manager for any act performed or omitted by the Member with respect to Company matters, except for actions or omissions constituting fraud, gross negligence, or an intentional breach of this Agreement or applicable law.

4.4 FIDUCIARY DUTY. The Manager shall have a fiduciary responsibility for the safekeeping and use of any Company funds, property and assets, whether or not in his, her or its immediate possession, the Manager shall not employ or permit another to use any of the Company's funds, property or assets in any manner except for the exclusive benefit of the Company. In fulfilling his or her fiduciary duty, the Manager shall exercise their business judgment in a manner that is reasonably consistent with that which would be applied by a reasonable person under similar circumstances.

## ARTICLE V – Records

5.1 RECORDS AND ACCOUNTING; REPORTS; FISCAL AFFAIRS. Proper and complete records and books of accounting of the business of the Company, including a list of names, addresses and interests of the Member, shall be maintained at the Company's principal place of business. The Member or its duly authorized representative may examine the books of account of the Company records, reports and other papers regarding the business and financial condition of the Company, make copies and extracts therefrom at such Member's expense, and discuss the affairs, finances and accounts of the Company with independent public accountants of the Company, all at such reasonable times and as often as may be reasonably requested.

5.2 FISCAL YEAR END. The fiscal year end of the Company shall be December 31.

5.3 KEEPER OF THE BOOKS. At all times during the term of existence of the Company, and beyond that term if the Manager deems it necessary, Michael Halcoussis shall keep or cause to be kept the books of accounts referred to in Section 6.1, and the following:

- (a) A copy of the Articles of Organization as amended;
- (b) Executed counterparts of this Agreement, as amended;
- (c) Any powers of attorney under which the Company takes action;

(d) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;

(e) Financial statements of the Company for the six (6) most recent fiscal years; and

(f) All Company records as they relate to the Company's internal affairs for the current and past four (4) fiscal years.

5.4 TAX REQUIREMENTS. Pursuant to the regulations under § 7701 of the Internal Revenue Code, the Company shall be regarded as an entity separate from the Member, such that the income, gain, loss or deduction of the Company shall be taxable to the Member.

#### **ARTICLE VI – Compensation**

6.1 MANAGEMENT FEE. Manager may determine a management fee for the Member rendering services to the Company. Fees shall be commensurate with the value of such services and agreed upon between the Member and the Manager.

6.2 REIMBURSEMENT. The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by them in managing the Company with documentation thereof.

#### **ARTICLE VII – Bankruptcy, or Other Transfer**

7.1 ECONOMIC RIGHTS LIMITATION. On the bankruptcy of the Member, or other involuntary transfer, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights").

7.2 SALE BY MEMBER. The Member may sell all or part of its membership interest at a price determined by the Member.

7.4 BANKRUPTCY. If the Member files a petition under the United States Bankruptcy Code, if creditors file a petition against such Member which the Member chooses not to contest in accordance with the Bankruptcy Code (or if contested, the court finds for the creditors), or if a receiver is appointed for the Member's assets, the Member shall retain his/her interest in the Company, but the trustee or receiver appointed by the court will have all authority to act on behalf of the Member.

7.5 **MEMBER DESIGNATION.** The Member may transfer his or her Membership Interest. Any person or entity so designated shall be subject to all the terms of this Agreement and shall receive the Member's interest in the Company subject to any purchase option, any buy-sell agreement, or any other agreement potentially affecting such interest. Such person shall be admitted as a Member automatically upon the person accepting this Agreement in writing, without any further action of the Manager.

## **ARTICLE VIII – Dissolution and Winding Up of Company**

8.1 **DISSOLUTION.** The Company will be dissolved on the happening of any of the following events:

- (a) Sale, transfer, or other disposition of all or substantially all of the property of the Company;
- (b) At a time, or upon the occurrence of an event specified in the Articles of Organization or this Agreement.
- (c) By operation of law;
- (d) The determination by the Member that the Company shall be dissolved.

8.2 **WINDING UP.** On the dissolution of the Company, the Manager must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated and the Member's Capital Account have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

- (a) To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than the Member;
- (b) To the payment and discharge of any Company debts and liabilities owed to the Member; and
- (c) To Member in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid.

8.3 PROVISIONS FOR CONTINGENCIES. The Company shall make reasonable provision to pay all claims and obligations, including all contingent, conditional or unmatured claims and obligations, known to the Company and all claims and obligations which are known to the Company but for which the identity of the claimant is unknown. If there are sufficient assets, such claims and obligations shall be paid or provided for according to their priority and, among claims and obligations of equal priority, ratably to the extent of assets available. Any liquidating trustee (including the Manager acting as liquidating trustee) winding up the Company's affairs who has complied with this Agreement shall not be personally liable to the claimants of the dissolved Company by reason of such person's actions in winding up the Company.

8.4 TERMINATION. Upon completion of the winding up of the Company, the Manager or such other person or persons required by law to wind up the Company's affairs shall file articles of dissolution with the Colorado Secretary of State and take such other actions as may be necessary to terminate the Company.

#### **ARTICLE IX – General Provisions**

9.1 AMENDMENTS. Amendments to this Agreement may be proposed by the Manager or Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of the Member.

9.2 GOVERNING LAW. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Colorado (without regard to principles of conflicts of law).

9.3 JURISDICTION AND VENUE. Any civil action based upon, arising out of, or in any manner connected with this Agreement, its breach, or any of the transactions contemplated by this Agreement shall be commenced in and determined a court of general jurisdiction in Montezuma County or the federal district court of Colorado. Each of the parties to this Agreement (a) irrevocably and unconditionally consents and submits to the in personam jurisdiction of such courts in any such action, (b) consents to service of process in accordance with the rules governing proceedings in any such court, and (c) irrevocably waives and covenants not to assert any objection to the laying of venue in any such court in any such action.

9.4 ENTIRE AGREEMENT; MODIFICATION. This Agreement constitutes the entire understanding and agreement between the Member





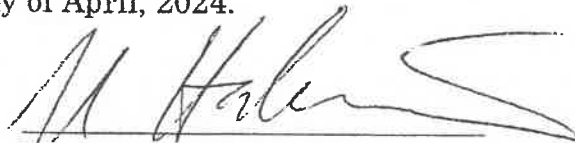
and the Company with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the Member other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Member and the Company.

9.5 FURTHER EFFECT. The Member agrees to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.


9.6 SEVERABILITY. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

9.7 CAPTIONS. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

SIGNED AND AGREED this 20th day of April, 2024.



Michael Halcoussis, Managing  
Member of Canna & Co Ltd



Ourania S Sullivan  
Member of Canna & Co Ltd



**SCHEDULE A**  
**CANNA & CO LTD.**  
**Member's Interest**

Member Name	% Ownership
Michael Halcoussis	50%
Ourania S Sullivan	50%

## ***REAL ESTATE LEASE***

This Lease Agreement (this "Lease") is dated August 31, 2021, by and between Dan O Heeney ("Landlord"), and Canna and Co Ltd. ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the east most 1300 square feet separated by fire wall of Rustic Style commercial building at 102 Railroad Avenue. (the "Premises") located at 102 Railroad Avenue, Dolores, Colorado 81323.

**TERM.** The lease term will begin as soon as Tenant commences construction on the Premises, but not later than September 1, 2021 and will terminate on August 31, 2028. It is understood that either party must provide written notification to the other thirty (30) days in advance of intent to vacate the Premises. Termination must occur at the end of the calendar month. Upon vacating the Premises, Tenant hereby agrees to return same in as good repair and "Broom Cleaned" condition as of the commencement date of the Lease, acceptable to Landlord's designated representative.

Tenant shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to their portion of the premises, together with any taxes thereon and a proportionate share of real property taxes, all-risk and earthquake insurance, and common area maintenance expenses. If any such services are not separately metered to Tenant, Tenant shall pay a reasonable, proportionate share at forty percent (40%) as determined by Landlord of all charges jointly metered with other Premises.

In the event that Landlord is advised in writing by any federal, state or local government or governmental authority that Landlord is subject to seizure of its property, if it does not terminate Tenant's right to cultivate and/or dispense and/or sell marijuana upon the Premises, or if the Colorado Marijuana Code, Title 44, Article 10, Sections 101 et. seq. (44\*-10-101 et. seq. C.R.S.). is declared to be unenforceable or is modified to prohibit the dispensing, sale or cultivation of marijuana upon the Premises, or if any federal, state or local governmental authority enforces or threatens to enforce any laws that prohibit the dispensing, sale or cultivation of marijuana upon the Premises, or if any other zoning regulation, rule or regulation is modified to prohibit sale, cultivation or possession of marijuana upon the Premises, Landlord may terminate this Lease at its sole discretion, without liability to Tenant.

### **LICENSED MARIJUANA FACILITY COMPLIANCE AGREEMENT**

1. Tenant acknowledges and agrees that neither Landlord, nor Landlord's representatives, have made any oral or written representations or warranties whatsoever concerning the suitability or zoning of the Premises with respect to its potential use as a recreational marijuana facility, and that it is the sole responsibility of Tenant to investigate and to satisfy itself concerning the suitability of the Premises for such use.

2. Tenant understands and agrees that Tenant, and not Landlord, shall be solely responsible at the Tenant's own expense for full compliance with all federal, state and local laws, rules,

regulations and ordinances pertaining to the maintenance and/or operation of a recreational marijuana facility.

3. Tenant warrants and represents that it is eligible and qualified to operate a recreational/retail marijuana facility in the Premises under all applicable federal, state and local laws rules, regulations and ordinances, and that Tenant has obtained all legally required licenses, permits, and approvals to do so before commencing operations on the Premises.

4. Tenant shall indemnify, defend and hold harmless Landlord, its trustees, agents, employees, and lenders for, from and against all damages, losses, fees, liens, charges, obligations, liabilities, judgments, claims, costs, expenses, penalties, and attorneys' and consultants' fees arising out of or connected in any way to Tenant's use of the Premises, including any violation or alleged violation of any federal, state, or local law, rule, regulation or ordinance, whether or not litigation or prosecution is actually commences against Landlord, its trustees, agents, employees or lenders.

5. Tenant shall provide written notice to Landlord immediately in the event of the revocation, suspension, expiration, transfer, or surrender of Tenant's lawful authority to operate a recreational marijuana facility. Such revocation, suspension, expiration, transfer or surrender, or Tenant's failure to provide immediate notice thereof to Landlord, shall constitute an incurable breach of this Lease entitling Landlord at its sole discretion to terminate this Lease.

**COMPLIANCE WITH LAW; AS IS.** Tenant accepts the Premises strictly on an "AS IS" basis, without any representations or warranties from Landlord. Tenant agrees to comply with all applicable federal, state and local laws, statutes, rules, regulations, requirements, codes, and ordinances in effect, or subsequently passed into effect, as of and after the Commencement Date, including without limitation the Environmental Laws and the Americans With Disabilities Act (collectively, "Laws").

Tenant, at its sole cost and expense, shall observe and comply with all Laws with respect to the Premises. Without limiting the generality of the foregoing, Tenant shall make any structural changes or additions to the Premises that are required, in order to comply with all Laws, including any requirements of Tenant's business operations. Landlord makes no representations or warranties to Tenant, and hereby disclaims any and all representations or warranties to Tenant, concerning the Premises, including without limitation, that as of the Commencement Date, the Premises are (a) in compliance with Laws; or (b) free from hazardous materials, including without limitation asbestos, lead paint and polychlorinated biphenyl. "Environmental Laws" shall include, but not be limited to, the Resource, Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901, *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251, *et seq.*; the Toxic Substance Control Act, 15 U.S.C. Section 2601, *et seq.*; the Safe Drinking Water Act, 42 U.S.C. Section 201, 300f to j-9 and any and all environmental laws of the State of Colorado (including Title 49, the Environment, of Colorado Revised Statutes) and any and all amendments to such Environmental Laws. Tenant agrees to hold harmless Landlord, and hereby waives all rights and claims of contribution against Landlord, with respect to any violations or alleged

violations of Environmental Laws or any other Laws concerning the Premises, including claims that relate to periods prior to the Commencement Date.

**LEASE PAYMENTS.** Lease payments shall be made to the Landlord at PO Box 1406, Dolores, Colorado 81323, which address may be changed from time to time by the Landlord.

First Year (September 1, 2021 through August 31, 2022) - Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of ONE THOUSAND THREE-HUNDRED FIFTY DOLLARS per month (\$1,350.00) payable in advance on or before the fifth day of each month during that period.

Second and Third Years (September 1, 2022 through August 31, 2024) - Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of THREE THOUSAND FIVE HUNDRED DOLLARS per month (\$3,500.00) payable in advance on or before the fifth day of each month during that period.

Fourth through Seventh Years (September 1, 2024 through August 31, 2028) - Tenant hereby covenants and agrees to pay Landlord fixed rent at the rate of FOUR THOUSAND DOLLARS per month (\$4,000.00) payable in advance on or before the fifth day of each month during that period.

**FULL DISCLOSURE REQUIRED.** Tenant shall provide monthly Profit and Loss Statements, Balance Sheets, and any other business financial document requested by Landlord, including but not limited to bank statements, accounts receivable, and transaction receipts, to ensure that full and honest financial disclosures are made. Tenant shall provide said financials to Landlord no later than the 5<sup>th</sup> day of each month for the month prior. For example: July 2021 financials would be due to Landlord by no later than August 5, 2021. The financial statements must include accurate gross sales to properly calculate the percentage rent payments per this agreement. Tenant shall also provide year end Federal and State tax filings to Landlord within 10 days of filing the same with the IRS or State.

**ESTIMATED PAYMENTS.** Tenant shall be notified by Landlord of Estimated Payments for taxes, insurance, maintenance of the landscaping and parking lot, and landscaping and parking lot utilities and services from time to time. The Estimated Payments shall be paid by Tenant together with rent, on the first day of each month throughout the Term. The Estimated Payments may be increased or decreased by Landlord upon written notice to Tenant based upon statements received or charges incurred by Landlord, information available to Landlord as to the probable cost of expected charges and expenses, or the reasonable estimate of Landlord as to the probable amount of expected charges or expenses. Landlord shall be entitled to retain the monies received from such payments in its general fund pending payment of all such costs and charges. No more frequently than once each calendar quarter, the actual costs shall be determined by Landlord, and Tenant shall remit to Landlord on demand its unpaid pro rata share of the actual expense. In the event Tenant paid more than the actual expenses for such period of time, Landlord shall apply such overpayment towards the next Estimated Payments owing by Tenant. At the termination of this Lease, an accounting for such charges and expenses shall be made to the nearest practical accounting period, and Tenant shall pay to Landlord any balance due, or the Landlord shall refund to Tenant any excess amount paid.

**SECURITY DEPOSIT.** At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$1,000.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

**USE OF PREMISES.** Tenant may use the Premises only for retail sales activities. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**ALTERATIONS.** Tenant covenants and agrees that all Alterations constructed on the Property or work performed or caused to be performed by Tenant shall be in full compliance with all laws, rules, orders, ordinances, directions, codes, regulations and requirements of all state and local governmental agencies, offices, departments, bureaus and boards having jurisdiction over the Property. Tenant shall provide Landlord with at least 14 days notice prior to having any construction materials delivered to the Property or commencing construction of any improvements, and shall reasonably cooperate with Landlord in the posting of a notice of non-responsibility. Tenant must comply with and make all necessary alterations to the Premises for compliance with the Americans with Disabilities Act or any other applicable Federal, State or Local regulatory requirements. All improvements to the Premises required to be made by Tenant shall remain with the Premises and be deemed the property of Landlord.

**COST OF ALTERATIONS.** Tenant shall pay all costs of constructing any such Alterations approved by Landlord including but not limited to fees and costs charged by architects, engineers, the general contractor, subcontractors, and laborers and material men, and shall not permit any mechanic's or materialmen's lien to be filed against the Property in connection therewith.

**PARKING.** Tenant shall be entitled to use all parking space(s) located on the East side of the property for the parking of the Tenant's customers'/guests' motor vehicle(s).

**PROPERTY INSURANCE.** Tenant shall maintain casualty property insurance on the Premises and all improvements against loss or damage by fire and lightning and against loss or damage by other risks in an amount not less than 100% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. All insurance proceeds payable by the occurrence of any covered loss shall be payable to Landlord, and Tenant shall have no right or claim to any

such insurance proceeds payable with respect to the Improvements, excluding, however, any such proceeds that may be payable with respect to Tenant's personal property or trade fixtures.

Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

**LIABILITY INSURANCE.** Tenant shall maintain liability insurance on the Premises in a total aggregate sum of at least \$1,000,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

**RENEWAL TERMS.** This Lease shall automatically renew for an additional period of 84 months (7 years) per renewal term, unless either party gives written notice of termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

**RIGHT OF FIRST REFUSAL TO PURCHASE.** Tenant shall be afforded the right of first refusal to purchase the Premises from Landlord subject to Landlord's right to terminate this agreement set forth herein. The right of first refusal shall trigger if Landlord receives and bona-fide offer to purchase the Premises. Tenant shall have 30 days to elect this right of first refusal and must do so in writing to Landlord. If Tenant exercises this right of first refusal to purchase the premises, any and all improvements to the Premises shall be reasonably considered in a purchase price.

**MAINTENANCE.** Tenant shall have the responsibility to maintain the Premises in good repair at all times during the term of this Lease.

**UTILITIES AND SERVICES.** Tenant shall be responsible its percentage portion for all utilities and services incurred in connection with the Premises.

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

**TAXES.** Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

**REAL ESTATE TAXES.** Tenant shall pay a forty percent (40%) proportional share of real estate taxes and assessments which are assessed against the Premises during the time of this Lease. Real Property Taxes" shall include any form of assessment, license, fee, rent, tax, levy, penalty or tax imposed by any authority having the direct or indirect power to tax, including any improvement district, as against any legal or equitable interest of Landlord in the Premises or as against Landlord's business of renting the Premises. Tenant's share of Real Property Taxes shall be equitably prorated to cover only the period of time within the



fiscal tax year during which this Lease is in effect. With respect to any assessments which may be levied against or upon the Premises, and which may be paid in annual installments, only the amount of such annual installments (with appropriate proration for any partial year) and interest due thereon shall be included within the computation of the annual Real Property Taxes. Landlord represents that, to the best of his knowledge, there are no assessment or improvement districts being planned which would affect the Premises other than as in effect as of the date of this Lease.

**PERSONAL TAXES.** Tenant shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments. Accordingly, Tenant shall pay before delinquency all taxes levied or assessed on Tenant's fixtures, improvements, furnishings, merchandise, equipment and personal property in and on the Premises, whether or not affixed to the real property. If Tenant in good faith contests the validity of any such personal property taxes, then Tenant shall at its sole expense defend itself and Landlord against the same and shall pay and satisfy any adverse determination or judgment that may be rendered thereon and shall furnish Landlord with a surety bond satisfactory to Landlord in an amount equal to 150% of such contested taxes. Tenant shall indemnify Landlord against liability for any such taxes and/or any liens placed on the Premises in connection with such taxes. If at any time after any tax or assessment has become due or payable Tenant or its legal representative neglects to pay such tax or assessment, Landlord shall be entitled, but not obligated, to pay the same at any time thereafter and such amount so paid by Landlord shall be repaid by Tenant to Landlord with Tenant's next rent installment together with interest at the highest rate allowable by law.

**TERMINATION CLAUSE.** Tenant may, upon 60 days' written notice to Landlord, terminate this lease provided that the Tenant pays a termination charge equal to 12 months' rent, which shall be based on an average rent for the 12 months prior, or the maximum allowable by law, whichever is less. Termination will be effective as of the last day of the calendar month following the end of the 60 day notice period. Termination charge will be in addition to all rent due up to the termination day.

**MILITARY TERMINATION CLAUSE.** In the event, the Tenant is, or hereafter becomes, a member of the United States Armed Forces on extended active duty and hereafter the Tenant receives permanent change of station orders to depart from the area where the Premises are located, or is relieved from active duty, retires or separates from the military, or is ordered into military housing, then in any of these events, the Tenant may terminate this lease upon giving thirty (30) days written notice to the Landlord. The Tenant shall also provide to the Landlord a copy of the official orders or a letter signed by the tenant's commanding officer, reflecting the change, which warrants termination under this clause. The Tenant will pay prorated rent for any days (he/she) occupy the dwelling past the first day of the month. Any security deposit will be promptly returned to the tenant, provided there are no damages to the premises.

**DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the

contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

**LATE PAYMENTS.** For each payment that is not paid within 7 days after its due date, Tenant shall pay a late fee of \$50.00 per day, beginning with the day after the due date.

**HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord lease payment(s) during the Holdover Period at a rate equal to the normal payment rate set forth in the Renewal Terms paragraph.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

**NON-SUFFICIENT FUNDS.** Tenant shall be charged \$50.00 for each check that is returned to Landlord for lack of sufficient funds.

**REMODELING OR STRUCTURAL IMPROVEMENTS.** Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

Tenant is also, as a required stipulation to this agreement, to purchase and have built, a deck/loft pursuant to plans agreed upon between the parties. Landlord will reimburse up to \$12,000.00 for the building of the deck/loft improvement and shall do so at Landlord's discretion during the initial 24-month period of this Agreement. Tenant is also required to purchase and install a privacy fence on the Premises.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. Landlord shall provide no less than 72 hours' notice of Landlord's intent to enter the Premises and shall be escorted by Tenant, Tenant's employee(s), or other agent appointed by

Tenant. Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

**INDEMNITY REGARDING USE OF PREMISES.** To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord. However, Tenant shall be entitled to use and store only those Hazardous Materials, that are necessary for Tenant's business, provided that such usage and storage is in full compliance with all applicable local, state and federal statutes, orders, ordinances, rules and regulations (as interpreted by judicial and administrative decisions). Tenant shall not keep or store on the Premises chemicals in quantities, amounts, concentrations or type which are in excess of those permitted by local, state or federal laws, regulations or ordinances.

Tenant shall give to Landlord immediate verbal and follow-up written notice of any spills, releases or discharges of Hazardous Materials on the Premises, or in any common areas or parking lots (if not considered part of the Premises), caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant covenants to investigate, clean up and otherwise remediate any spill, release or discharge of Hazardous Materials caused by the acts or omissions of Tenant, or its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors at Tenant's cost and expense; such investigation, clean up and remediation to be performed after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord's written consent. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultant fees) arising from or related to the use, presence, transportation, storage, disposal, spill, release or discharge of Hazardous Materials on or about the Premises caused by the acts or omissions of Tenant, its agents, employees, representatives, invitees, licensees, subtenants, customers or contractors. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlord's sole discretion.

**COMPLIANCE WITH REGULATIONS.** Tenant shall promptly comply with all laws, ordinances, requirements and regulations of the federal, state, county, municipal and other authorities, and the fire insurance underwriters.

**MECHANICS LIENS.** Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

**DISPUTE RESOLUTION.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

**SUBORDINATION OF LEASE.** This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

**OTHER.** Tenant shall be required to maintain the yard, as it relates to Tenant's portion of the Premises, including but not limited to snow removal, mowing, trimming and other necessary actions to maintain that portion of the Premises in a good and clean fashion acceptable to the Landlord.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

Such addresses may be changed from time to time by either party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of Colorado.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may

By:   
Dan O Heeney  
Owner


Date: 19/30/21


TENANT:  
Zumacan Limited Canna & Co Ltd.



By:   
Patrick Labruzzo  
Director and Shareholder

Date: 8/31/21

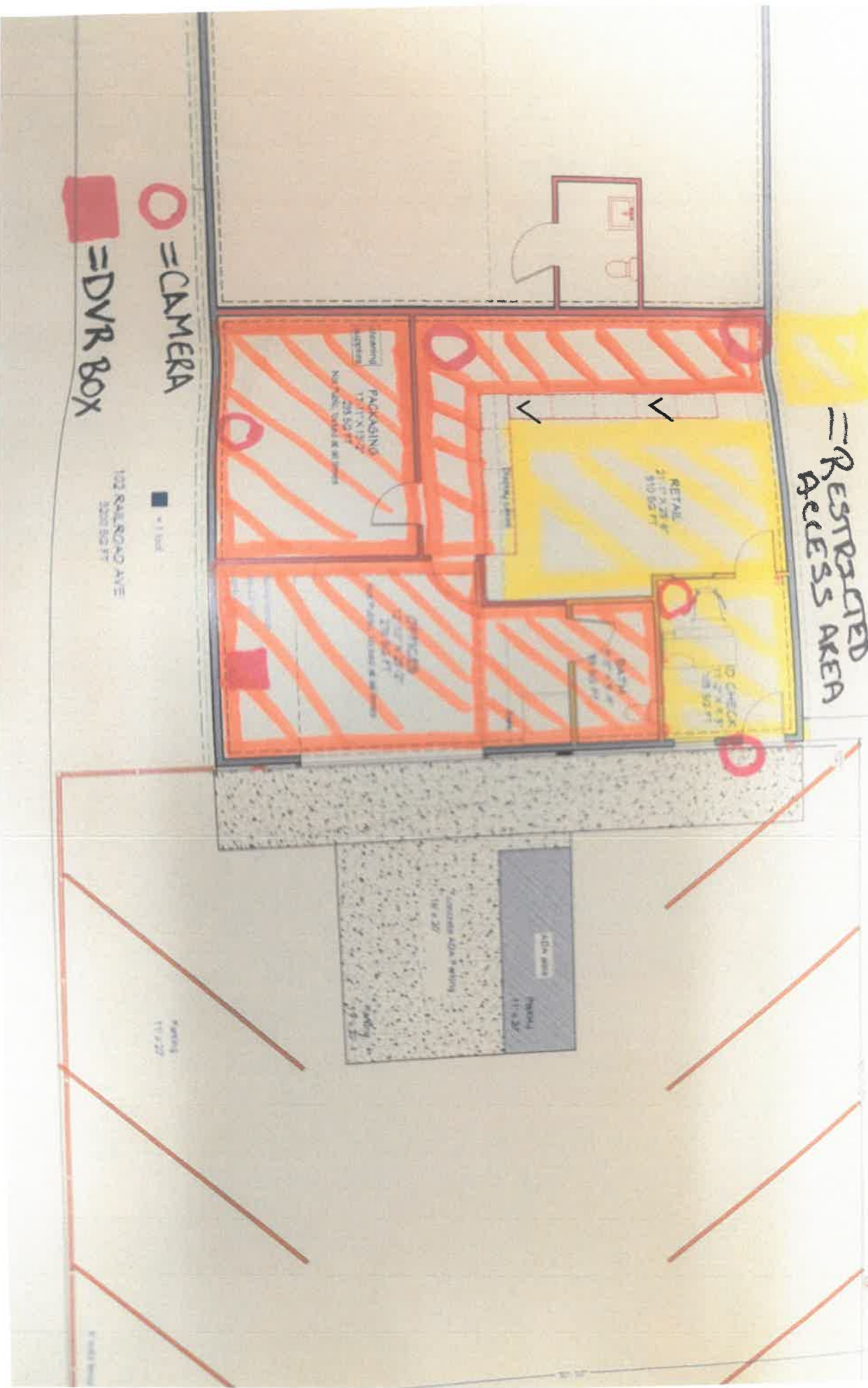
Canna and CO Ltd  
102 Railroad Ave  
402R-00947

 = LIMITED ACCESS AREA

 = RESTRICTED ACCESS AREA

 = CAMERA  
 = DVR BOX

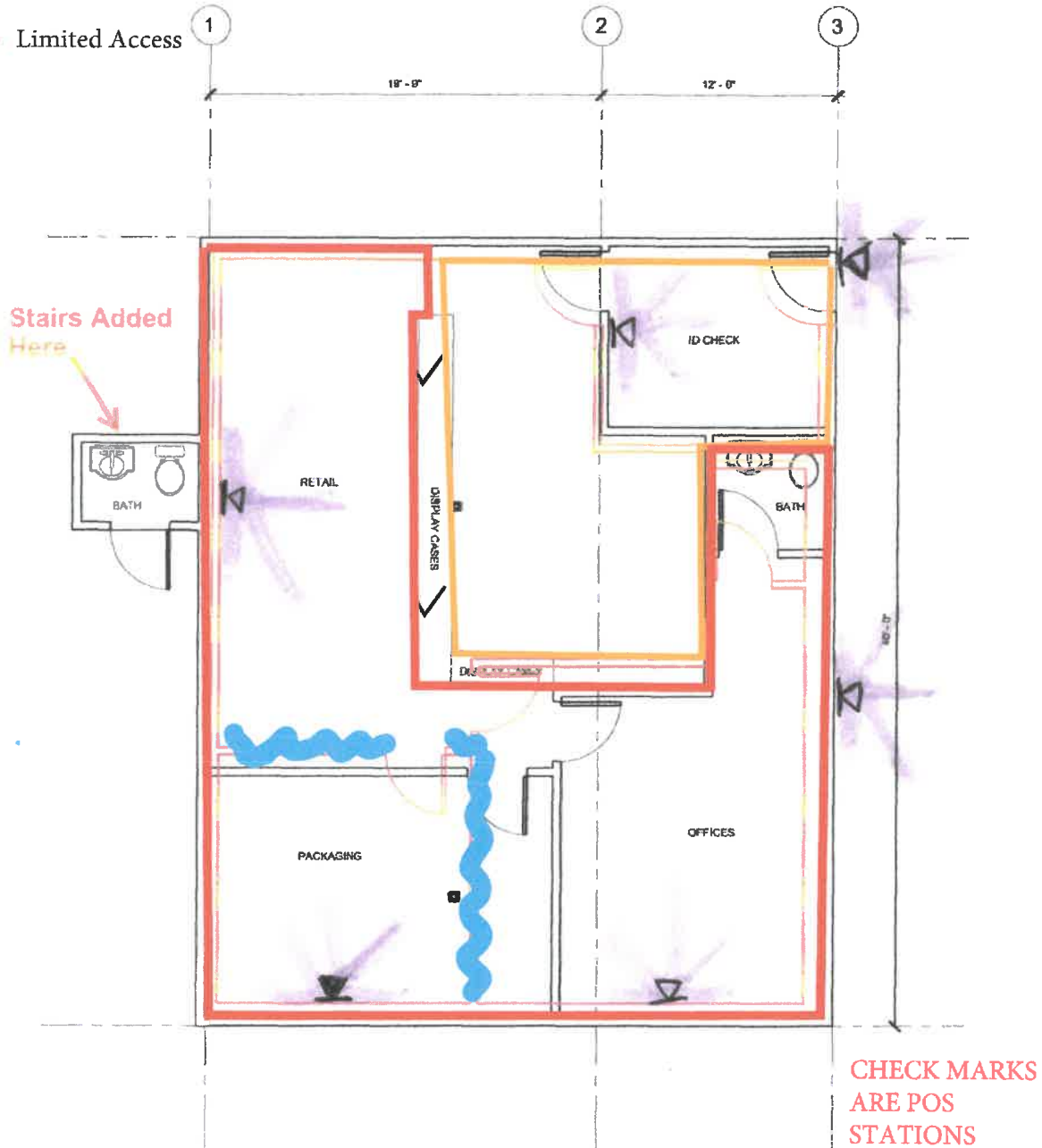
102 RAILROAD AVE  
5200 SQ FT



# Security

Restricted Access

Limited Access



Black lines = Room layout from received plans

~~Red lines = Room layout in field~~

Red = Revised

Δ = Camera



DR 0140 (02/16/11)  
DEPARTMENT OF REVENUE  
DENVER CO 80261-0013

STATE  
COLORADO

CITY  
Dolores

HEALTH  
SERVICE  
DISTRICT

Must collect  
taxes for:  
**SALES TAX  
LICENSE**

USE ACCOUNT NUMBER for all references	LIABILITY INFORMATION				ISSUE DATE			LICENSE VALID TO DECEMBER 31 2025
	county	city	industry	type	month	day	year	
95027115-0000	32-0006-002	L	012622	Feb	05	24		

THIS LICENSE MUST BE POSTED AT THE FOLLOWING LOCATION  
IN A CONSPICUOUS PLACE: PATRICK LABRUZZO  
102 RAILROAD AVE DOLORES CO 81323

THIS LICENSE IS NOT  
TRANSFERABLE

CANNA AND CO LTD.  
PO BOX 1170 HIGH COUNTRY RELEAF  
DOLORES CO 81323

*Heidi Humphrey*  
Executive Director  
Department of Revenue





JANUARY 7, 2026

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**TO:** MAYOR AND MEMBERS OF THE BOARD OF TRUSTEES

**FROM:** KELLEY UNREIN, TOWN CLERK

**SUBJECT:** REVIEW LIQUOR LICENSE RENEWAL APPLICATION: KELLY'S KITCHEN

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I have reviewed the documents submitted by Kelly's Kitchen regarding the requesting the renewal of a liquor license in the Town of Dolores. In addition, I have examined the requirements set by the State of Colorado regarding liquor license renewal.

Based on this review, I find no reason not to approve the requested liquor license renewal.

This item will be placed on the January 12, 2026, Board of Trustees meeting Consent Agenda for approval.



DR 8400 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Submit to Local Licensing Authority

KELLY'S KITCHEN  
PO BOX 717  
Dolores CO 81323

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
Amount Due Paid 1.7.26	\$ 750-

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

## Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

☒ Paid by check

Uploaded to MoveIt on Date

☐ Paid Online

Licensee Name

KELLY'S KITCHEN LLC

Doing Business As Name (DBA)

KELLY'S KITCHEN

Liquor License Number

03-20836

License Type

Hotel & Restaurant (city)

Sales Tax License Number

94598580

Expiration Date

03/26/2026

Due Date

02/09/2026

### Business Address

Street Address

315 CENTRAL AVE UNIT B

Phone Number

9703945190

City, State, ZIP Code

Dolores CO 81323

### Mailing Address

Street Address

PO BOX 717

City, State, ZIP Code

Dolores CO 81323

Email

Kelly @ kellyskitchen dolores . com

Operating Manager

Kelly Gregory

Date of Birth

10-19-1971

**Home Address**

Street Address

Phone Number

111 N. 8th St.

970-739-9115

City

State

ZIP Code

Dolores

CO

81323

1. Do you have legal possession of the premises at the street address?..... ☒ Yes ☐ No

Are the premises owned or rented?

☐ Owned

\*If rented, expiration date of lease

☒ Rented\*

June 30, 2027

2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?..... ☐ Yes ☒ No

If yes, please see the table in the upper right hand corner and include all fees due.

3. Are you renewing a takeout and/or delivery permit?..... ☐ Yes ☒ No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If

selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?..... ☐ Delivery ☐ Takeout ☐ Both Takeout and Delivery

4. Since the date of filing of the last application, 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

Since the date of filing of the last application, 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

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?..... ☐ Yes ☒ No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?..... ☐ Yes ☒ No

If yes, attach a detailed explanation.

### Affirmation & Consent

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.

Type or Print Name of Applicant/Authorized Agent of Business

Kelly Gregory

Title

Owner

Signature

Kelly Gregory

Date (MM/DD/YY)

01/06/26

### Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/18/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

## Tax Check Authorization, Waiver, and Request to Release Information

I, Kelly Gregory

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

(the "Applicant/Licensee")

Kelly's Kitchen LLC

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)

Kelly's Kitchen LLC

Social Security Number/Tax Identification Number

85-3427229

Home Phone Number

970-739-9115

Business/Work Phone Number

970-394-5190

Street Address

315 Central Ave Unit B

PO Box 717

City

Dolores

State

CO

ZIP Code

81323

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

Kelly Gregory

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

Kelly Gregory

01/06/26

**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).

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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,

Kelly's Kitchen LLC

is a

Limited Liability Company

formed or registered on 10/06/2020 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 20201869853 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/02/2026 that have been posted, and by documents delivered to this office electronically through 01/07/2026 @ 14:30:01 .

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 01/07/2026 @ 14:30:01 in accordance with applicable law. This certificate is assigned Confirmation Number 18056107 .



*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."*



THIS LEASE AGREEMENT made and entered into this 15 day of July, by and between Tiny Donkey, LLC. hereinafter referred to as "Landlord"), and Kelly Gregory DBA Kelly's Kitchen (hereinafter referred to as "Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord is the fee simple owner of certain real property located in Dolores, Colorado such real property having a street address of 315 Central Avenue, Dolores Colorado 81323 (hereafter described as the "Building") .

**WHEREAS**, Landlord is desirous of leasing a portion of premises representing approximately 46.5% of the existing structure found at above address (hereafter described as "Premises" or "Leased Premises" below), and Tenant is desirous of leasing said premises from Landlord, on the terms and conditions stated below;

**THEREFORE, IN CONSIDERATION OF THE COVENANTS AND OBLIGATIONS** contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**TERM OF LEASE**

**SECTION 1: TERM.** The term of this Lease is five years commencing on July 1st, 2022 and ending at 12 o'clock midnight on June 30<sup>th</sup>, 2027.

**RENT**

**SECTION 1: RENT.** On the first day of each calendar month during the Lease Term, Tenant will pay to Landlord the Rent in lawful money of the United States, in advance and without prior notice or demand. The monthly rent due is \$1750.00. The first month's rent under this Lease will be pro-rated with a rental start date of July 15, 2022.

Rent is payable at Landlord's Address of 130 W. Main Street, Cortez CO 81321, or at such other place or to such other person as Landlord may designate in writing from time to time. Payments of Rent for any partial calendar month will be prorated.

**SECTION 2: SECURITY DEPOSIT.** Upon the execution of this Lease, Tenant will deposit with Landlord the Security Deposit of \$1750.00. Landlord may, at its option, apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant, cure any other defaults of Tenant, or compensate Landlord for any loss or damage which Landlord may suffer due to Tenant's default. If Landlord uses any part of the Security Deposit, Tenant will restore the Security Deposit to its full amount within ten (10) days after Landlord's request. No interest will be paid on the Security Deposit, no trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit, and the Security Deposit may be commingled with other funds of Landlord. Upon expiration or termination of this Lease not resulting from Tenant's default and after Tenant has vacated the Premises in the manner required by this Lease, Landlord will pay to Tenant any balance of the Security Deposit not applied pursuant to this Section.

**SECTION 3: INTEREST.** Any Rent or other amount due to Landlord, if not paid when due, will bear interest from the date due until paid at the rate of fifteen (15%) percent per year, but not to exceed the highest rate legally permitted.

**SECTION 4: LATE CHARGES.** If any installment of Rent or any other sums due from Tenant is not received by Landlord within five (5) days following the due date, Tenant will pay to Landlord a late charge equal to five (5%) percent of such overdue amount.

**SECTION 5: RIGHT OF FIRST REFUSAL.**

(a) Notice Requirements. During the term of the Agreement, before Landlord may sell the Building or lease the portion of the Building not leased by Tenant to a third party, Landlord shall first offer the Building or the portion of the Building not leased by Tenant to Tenant following the procedures set forth in this Section. Tenant shall have thirty (30) days following the date Landlord first presents Tenant such offer to decide whether to try to negotiate an agreement for the purchase of the Building or the lease of the portion of the Building not leased by Tenant from Landlord. If Tenant desires to try to negotiate such an agreement, Tenant shall, within said 30-day period, deliver to Landlord written notice thereof. Promptly after receipt of such notice, the parties shall commence good faith negotiations exclusively with each other for a period not to exceed 30 days after the date Lessee gives the requisite notice to Lessor.

(b) Negotiations. If Landlord does not receive said notice within said 30-day period, or if Landlord receives said notice within said period but Landlord and Tenant do not enter into a legally binding, written agreement for the sale of the Building or lease of the portion of the Building not leased by Tenant within said 30-day period, Lessor shall be free to enter into an agreement with a third party.

(c) Ninety (90) days prior to expiration of the Lease Term, for period not to exceed thirty (30) days, Landlord and Tenant will participate in good faith negotiations exclusively with each other regarding the terms of a new lease. If Landlord and Tenant do not enter into a legally binding written agreement for a new lease within said 30-day period, Lessor shall be free to enter into an agreement with a third party.

### PROPERTY TAXES

SECTION 1: REAL PROPERTY TAXES. Landlord will pay all Real Property Taxes allocable to the Occupancy Period.

### UTILITIES

SECTION 1: UTILITIES. To the extent possible, Tenant will arrange for and acquire its own meters and suppliers for all utilities. Tenant will promptly pay, directly to the appropriate supplier, the cost of natural gas, heating, cooling, energy, electric, light, power, telephone, and other utilities and services supplied to the Leased Premises, together with any related installation or connection charges or deposits (collectively, "Utility Costs") incurred during the Occupancy Period. If any services or utilities are jointly metered with other premises, Landlord will make a reasonable determination of Tenant's proportionate share of such Utility Costs and Tenant will pay such share to Landlord. Landlord and Tenant will evenly split costs of water, sewage, and refuse disposal.

### INSURANCE

SECTION 1: TENANT'S INSURANCE. Tenant, at its expense, will maintain the following insurance coverages during the Occupancy Period:

(a) Liability Insurance. Commercial general liability insurance insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Leased Premises, including contractual liability. Such insurance will name Landlord, any mortgagee, and such other parties as Landlord may designate, as additional insureds. The initial amount of such insurance will be One Million Dollars (\$1,000,000) per occurrence and will be subject to periodic increases reasonably specified by Landlord based upon inflation, increased liability awards, recommendations of Landlord's professional insurance advisers, and other relevant factors.

(b) Worker's Compensation Insurance. Worker's Compensation Insurance in the statutory amount (and Employers' Liability Insurance) covering all employees of Tenant employed or performing services at the Leased Premises, in order to provide the statutory benefits required by the laws of the state in which the Leased Premises are located.

(c) Personal Property Insurance. Personal Property Insurance covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Leased Premises providing protection against events protected under "All Risk Coverage," as well as against vandalism, and criminal mischief. Any proceeds from the Personal Property Insurance will be used for the repair or replacement of the property damaged or destroyed, unless the Lease Term is terminated under an applicable provision herein. If the Premises are not repaired or restored in accordance with this Lease, Landlord will receive any proceeds from the personal property insurance allocable to Tenant's leasehold improvements.

### SECTION 2: GENERAL INSURANCE PROVISIONS.

(a) Any insurance which Tenant is required to maintain under this Lease will include a provision which requires the insurance carrier to give Landlord not less than thirty (30) days' written notice prior to any cancellation or modification of such coverage.

(b) Proof of insurance coverage in accordance with this Lease requirement shall be furnished to Landlord within 14 days of Landlord's request.

(c) Without limiting the provisions of Section 3 hereafter, Landlord and Tenant, on behalf of themselves and their insurers, each hereby waives any and all rights of recovery against the other, for loss of or damage to its property or the property of others under its control, to the extent that such loss or damage is covered by any insurance policy in force (whether or not described in this Lease) at the time of such loss or damage, or required to be carried under this Lease. All property insurance carried by either party will contain a waiver of subrogation against the other party to the extent such right was waived by the insured party prior to the occurrence of loss or injury.

SECTION 3: INDEMNITY. Tenant shall hold Landlord and its Representatives (collectively, the "Indemnitees") harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses, including reasonable attorney's fees, for damage to any property or injury to or death of any person arising from (a) the use or occupancy of the Premises by Tenant or persons claiming under Tenant, except such as is caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors, (b) the negligence or willful misconduct of Tenant in, upon or about the Premises, or (c) any breach or default by Tenant under this Lease.

## USE OF LEASED PREMISES

SECTION 1: MANNER OF USE. Tenant will exclusively use the Leased Premises for a food service business.

### SECTION 2: ENVIRONMENTAL REQUIREMENTS.

(a) Definition of "Hazardous Material". "Hazardous Material" means any flammable items, explosives, radioactive materials, oil, hazardous or toxic substances, material or waste or related materials and including any different products and materials which are found to have adverse effects on the environment or the health and safety of persons; provided, however, "Hazardous Material" does not include any de minimis quantities of office or other cleaning supplies commonly used in accordance with Legal Requirements.

(b) Tenant's Obligations. Tenant will not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Leased Premises by Tenant, its agents, employees, contractors, sublessees or invitees. If deemed necessary by Landlord, Tenant will install and maintain grease trap and assume liability for cleanup should Tenant fail to adequately maintain grease trap.

(c) Landlord's Rights. Landlord will have the right, but not the obligation, without in any way limiting Landlord's other rights and remedies under this Lease, to enter upon the Leased Premises, or to take such other actions as it deems necessary or advisable, to investigate, clean up, remove or remediate any Hazardous Material or contamination by Hazardous Material at Tenant's expense and liability. Tenant's liability and obligation to pay expenses under this Section shall be limited to situations when the presence of such Hazardous Material or contamination by Hazardous Material is due to an act or omission of Tenant or its employees, agents, contractors or invitees.

SECTION 3: LANDLORD'S ACCESS. Landlord or its agents may enter the Leased Premises, upon twenty-four (24) hours' notice to Tenant (except in the case of an emergency), to show the Premises to potential buyers, investors or tenants or other parties, for routine property inspections and maintenance or for any other purpose Landlord deems reasonably necessary. During the last two (2) months of the Lease Term, Landlord may place customary "For Lease" signs on the Premises.

### SECTION 4: OUTSIDE AREAS.

(a) Outside Areas. "Outside Areas" means all areas within the Premises which are outside of the Building envelope, including, but not limited to, patios, parking areas, driveways, sidewalks, access roads, landscaping, and planted areas. Landlord, from time to time, may change the size, location, nature, and use of any of the Outside Areas, convert Outside Areas into leasable areas, construct additional parking facilities in the Outside Areas, and increase or decrease Outside Area land or facilities so long as Tenant's use of the Premises is not materially affected.

(b) Use of Outside Areas. Landlord and Tenant agree to negotiate Tenant's access and use of these Outside Areas, specifically, the back patio once these areas have been renovated and are ready for occupancy.

## CONDITION AND MAINTENANCE OF LEASED PREMISES

SECTION 1: EXISTING CONDITIONS. Tenant hereby accepts the Premises in their present condition, "AS IS", "WHERE IS", and "WITH ALL FAULTS", subject to all Legal Requirements. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Premises and is not relying on any representations of Landlord or any broker with respect thereto. The Building and the Outside Areas shall be maintained in at least the condition which exists upon the execution of this Lease.

SECTION 2: LANDLORD'S OBLIGATIONS. Landlord agrees to maintain, at its sole cost and expense, the structure of the Building and Leased Premises. Tenant shall pay for all repairs, including structural repairs, necessitated by negligent or willful acts of Tenant, its patrons, invitees, employees, or agents. Landlord agrees to provide the following improvements to assist in making the Leased Premises suitable for Tenant's intended use: outlets (per normal usage of retail space — 200-amp service); labor for installation of kitchen dividing wall, hot water heater, coffee bar counter top, backsplash tile in kitchen, office room, bar feature, kitchen floor.

SECTION 3: TENANT'S OBLIGATIONS. Tenant will keep all portions of the Leased Premises in good order, condition, and repair. At Tenant's request, Landlord may elect to perform Tenant's maintenance and repair obligations hereunder and Tenant will reimburse Landlord for all costs incurred in doing so promptly upon receipt of an invoice from Landlord. Tenant agrees to provide materials for all kitchen specific improvements including, but not limited to: lighting and electrical fixtures/supplies, kitchen dividing wall, office room, bar feature, hot water heater, coffee bar counter top, backsplash tile in kitchen, and kitchen floor. Tenant is also responsible for the assembly and material costs of the walk-in refrigerator and fume hood.

#### SECTION 4: ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

(a) Tenant's Work. Tenant may not make any installations, signage, alterations, additions, or improvements or major repairs in or to the Leased Premises without obtaining Landlord's prior consent. Tenant may not attach or affix anything to the Premises' plaster walls without prior consent. Tenant and its agents will perform all work in a good and workmanlike manner employing materials of good quality and in conformity with all applicable Legal/Zoning Requirements and insurance requirements.

(b) No Liens. Tenant will pay when due all claims for labor and material furnished to the Premises and keep the Premises at all times free from liens for labor and materials.

(c) Work by Landlord. Tenant hereby acknowledges and agrees that Landlord shall have the right to renovate the Building and/or expand same and/or alter the Outside Areas during the Lease Term.

SECTION 5: CONDITION UPON TERMINATION. Upon the expiration or termination of the Lease Term, Tenant will surrender the Leased Premises to Landlord clean and in the condition which Tenant is required to maintain the Premises under this Lease. Tenant will not be obligated to repair any damage which Landlord is required to repair hereunder. Landlord may require Tenant, at its expense, to remove any alterations, additions or improvements prior to the expiration of the Lease and to restore the Premises to their prior condition. With respect to any alterations, additions or improvements which require Landlord's approval, Landlord will specify if Tenant will be required to remove the same at the time of such approval. Tenant may remove machinery or equipment which can be removed without damage to the Premises so long as Tenant repairs any damage caused by such removal.

SECTION 6: EXEMPTION OF LANDLORD FROM LIABILITY. Landlord will not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers or any other person or about the Premises, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Premises, or from other sources or places; or (d) any curtailment or interruption in utility services. Tenant will give Landlord prompt notice upon the occurrence of any accident or casualty at the Premises. The provisions of this Section will not exempt Landlord from liability for its negligence or willful misconduct; provided, however, Landlord will not be liable for any consequential damages.

#### CASUALTY AND CONDEMNATION

##### SECTION 1: DAMAGE TO LEASED PREMISES.

(a) If the Leased Premises are destroyed or rendered untenable, either wholly or in part, by fire or other casualty ("Casualty"), Tenant will immediately notify Landlord in writing upon the occurrence of such Casualty. Landlord may elect either to (i) repair the damage caused by such casualty as soon as reasonably possible, in which case this Lease will remain in full force and effect, or (ii) terminate the Lease Term as of the date the Casualty occurred. Landlord will notify Tenant within sixty (60) days after receipt of notice of the Casualty whether Landlord elects to repair the damage or terminate the Lease Term. If Landlord elects to repair the damage and the damage was due to an act or omission of Tenant or its employees, agents, contractors or invitees, Tenant will pay Landlord the portion of the deductible amount (which deductible shall not exceed \$25,000) under Landlord's insurance allocable to the damage to the Premises and the difference between the actual cost of repair and any insurance proceeds received by Landlord.

(b) If (i) based on the estimate of Landlord's architect or contractor, it will take Landlord more than nine (9) months to rebuild the Premises or (ii) the Casualty occurs during the last six (6) months of the Lease Term and the damage is estimated by Landlord to require more than thirty (30) days to repair, Tenant may elect to terminate the Lease Term as of the date the Casualty occurred, which must be exercised by written notification to Landlord within ten (10) days after receipt of notice regarding the estimate of the time required to rebuild..

(c) If the Premises is destroyed or damaged by Casualty and Landlord elects to repair or restore the Premises, any Rent payable during the period of such damage, repair and/or restoration will be reduced according to the degree, if any, to which Tenant's use of the Premises is impaired.

(d) The provisions of this Section will govern the rights and obligations of Landlord and Tenant in the event of any damage or destruction of or to the Premises. Tenant waives the protection of any statute, code or judicial decision which grants a tenant the right to terminate a lease in the event of the damage or destruction of the leased property.



### **ASSIGNMENT AND SUBLETTING**

SECTION 1: LANDLORD'S CONSENT REQUIRED. Tenant will not assign or transfer this Lease or sublease the Premises or any part thereof or interest therein, or mortgage, pledge its leasehold interest, without Landlord's prior written consent, which consent may be withheld in Landlord's reasonable discretion. A transfer of a controlling interest in Tenant will be deemed an assignment of this Lease. Any attempted transfer without consent will be void and constitute an Event of Default under this Lease (as defined below)

### **DEFAULTS AND REMEDIES**

SECTION 1: COVENANTS AND CONDITIONS. Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance by Tenant of all covenants and conditions.

SECTION 2: DEFAULTS. Each of the following constitutes an "Event of Default" under this Lease:

- (a) Tenant fails to pay Rent or any other sum payable under this Lease within 5 days after it is due.
- (b) Tenant fails to perform any of Tenant's other obligations under this Lease and such failure continues for a period of 30 days after notice from Landlord; provided that if more than 30 days are reasonably required to complete such performance, Tenant will not be in default if Tenant commences such performance within the 30 day period and thereafter diligently pursues its completion;
- (c) Tenant abandons the Premises; or
- (d) Tenant (or Guarantor) becomes insolvent or bankrupt, has a receiver or trustee appointed for any part of its property, makes an assignment for the benefit of its creditors, or any proceeding is commenced either by Tenant or against it under any bankruptcy or insolvency laws, which proceeding is not dismissed within sixty (60) days.

SECTION 3: REMEDIES. On the occurrence of an Event of Default, Landlord shall give Tenant written notice, by certified mail of such default whereafter Tenant shall have fourteen (14) days from the date of mailing such notice to correct said default and if such default remains uncured after fourteen (14) day period, Landlord shall have the right to terminate lease.

At any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have, Landlord shall have the immediate right to re-enter the leased premises and may remove all persons and property from said premises and no such re-entry shall be considered or construed to be forcible entry upon such property. Absent future written agreement between the parties, the fume hood, and water heater shall be deemed forfeited and thereafter property of the Landlord.

Landlord may, without terminating this Lease, retake possession of the premises and the rent the same for such rental payments and upon such conditions as Landlord may deem best, making such repairs and alterations to the premises may be required, giving credit for the amount of rental payments so received, less expenses incurred, to Tenant and Tenant shall be liable for the balance of the rental payments herein specified until the expiration of the term of this Lease. Landlord shall have the right to annually accelerate and collect from Tenant the entire amount of rent payable for up to one year of the unexpired portion of Tenant's Lease Term (subject to Landlord's obligation to credit Tenant with any net rental proceeds actually received from substitute tenant).

SECTION 4: DAMAGES. On any termination, Landlord's damages will include all costs and fees, including reasonable attorneys' fees that Landlord incurs in connection with any bankruptcy court or other court proceeding with respect to the Lease, the obtaining of relief from any stay in bankruptcy restraining any action to evict Tenant, or the pursuing of any action with respect to Landlord's right to possession of the Premises. All such damages suffered (apart from Rent payable hereunder) will constitute pecuniary damages which will be paid to Landlord prior to assumption of the Lease by Tenant or any successor to Tenant in any bankruptcy or other proceedings.

SECTION 5: CUMULATIVE REMEDIES. Except as otherwise expressly provided herein, any and all rights and remedies which Landlord may have under this Lease and at law and equity are cumulative and will not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time to the greatest extent permitted by law.

### **PROTECTION OF LENDERS**

SECTION 1: SUBORDINATION. This Lease shall be automatically subordinated to any Mortgage encumbering the Premises. Landlord shall provide to Tenant an instrument in commercially reasonable form providing that the ground lessor, mortgagor or beneficiary of such Mortgage agrees that in the event of the foreclosure or termination of such Mortgage, this Lease and the rights of Tenant hereunder will continue in full force and effect so long as Tenant continues to comply with all its obligations hereunder. "Mortgage" includes any mortgage, deed of trust or ground lease, together with any amendments, additional advances, restatements, modifications or consolidations of such

instrument. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its Mortgage and gives written notice thereof to Tenant, this Lease will be deemed prior to such Mortgage whether this Lease is dated prior or subsequent to the date of said Mortgage or the date of recording thereof.

**SECTION 2: ATTORNMEN**T. If Landlord's interest in the Premises is acquired by any ground lessor, beneficiary, mortgagee, or purchaser at a foreclosure sale, Tenant will attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as successor Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

### **MISCELLANEOUS PROVISIONS**

**SECTION 1: COVENANT OF QUIET ENJOYMENT.** Tenant on paying the Rent and performing its obligations hereunder will peacefully and quietly have, hold and enjoy the Leased Premises throughout the Lease Term without any manner of hindrance from Landlord, subject however to all the terms and provisions hereof.

**SECTION 2: LANDLORD'S LIABILITY AND INDEMNITY.** The obligations of this Lease run with the land, and this Lease will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No owner of the Premises will be liable under this Lease except for breaches of Landlord's obligations occurring while it is owner of the Premises. The obligations of Landlord will be binding upon the assets of Landlord which comprise the Premises but not upon other assets of Landlord. No individual Representative will be personally liable under this Lease or any other instrument, transaction or undertaking contemplated hereby.

To the fullest extent permitted by law, Landlord will indemnify and hold harmless Tenant from any liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments arising from any act of negligence of Landlord, except to the extent arising out of Tenant's negligence or willful misconduct or breach of this Lease. This indemnity does not cover claims arising from the presence or release of Hazardous Materials.

**SECTION 3: NOTICE TO LANDLORD.** Tenant will give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any Mortgage encumbering the Premises whose name and address have been furnished to Tenant. Landlord will not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within 30 days after receipt of Tenant's notice or such longer period as may be required to diligently complete such matter. If Landlord cannot perform any of its obligations due to events beyond its reasonable control, the time provided for performing such obligations will be extended by a period of time equal to the duration of such events. Events beyond Landlord's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood or other casualty or weather conditions, shortages of labor or material, and Legal Requirements.

**SECTION 4: HOLDING OVER.** If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, (i) Tenant will indemnify Landlord against all damages, costs, liabilities, and expenses, including attorneys' fees, which Landlord incurs on account of Tenant's failure to vacate and (ii) the Rent will increase to Two Hundred Percent (200%) of the Rent then in effect and Tenant's obligation to pay Additional Rent will continue. Any holdover by Tenant does not constitute an extension of the Lease or recognition by Landlord of any right of Tenant to remain in the Premises.

**SECTION 5: EXCLUSIVE USE.** Landlord hereby grants to Tenant an exclusive use agreement for the operation of a commercial kitchen/ restaurant on the Property.

**SECTION 6: LANDLORD'S CONSENT.** Tenant will pay Landlord its reasonable fees and expenses incurred in connection with any act by Tenant which requires Landlord's consent or approval under this Lease.

**SECTION 7: LANDLORD'S RIGHT TO CURE.** If Tenant defaults in the performance of any obligation under this Lease, Landlord will have the right (but is not required) to perform such obligation and, if necessary, to enter upon the Premises. All costs incurred by Landlord (together with interest at the rate of 15% per year but not to exceed the highest legal rate) will be deemed to be Additional Rent under this Lease and will be payable to Landlord immediately on demand. Landlord may exercise the foregoing rights without waiving any of its other rights or releasing Tenant from any of its obligations under this Lease.

**SECTION 8: INTERPRETATION.** The captions of this Lease are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular. The masculine, feminine and neuter genders each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" includes Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's express or implied permission. This Lease does not, and nothing contained herein, will create a partnership or other joint venture between Landlord and Tenant. A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable will not invalidate the remainder of such provision, which will remain in full force and effect.

**SECTION 9: INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.** This Lease is the only agreement between the parties pertaining to the lease of the Premises. All amendments to this Lease must be in writing and signed by all parties. Any other attempted amendment will be void.

**SECTION 10: NOTICES.** All notices, requests and other communications required or permitted under this Lease will be in writing and personally delivered or sent by a delivery service which maintains delivery records. Notices will be delivered to Tenant's Notice Address or to Landlord's Notice Address, as appropriate. All notices will be effective upon delivery (or refusal to accept delivery). Either party may change its notice address upon written notice to the other party.

**SECTION 11: WAIVERS.** All waivers will be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent is not a waiver and will not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check will be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound by to the conditions of such statement.

**SECTION 12: MEMORANDUM OF LEASE.** Tenant is specifically prohibited from recording this Lease, a memorandum of lease, or any other instrument referencing or describing this Lease.

**SECTION 13: BINDING EFFECT; CHOICE OF LAW.** This Lease will bind any party who legally acquires any rights or interest in this Lease from Landlord or Tenant, provided that Landlord will have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the state of Colorado govern this Lease. The parties hereto waive trial by jury in any action, proceeding or counterclaim brought by any party(ies) against any other party(ies) on any matter arising out of or in any way connected with this Lease or the relationship of the parties hereunder.

**SECTION 14: EXECUTION OF LEASE.** This Lease may be executed in counterparts and, when all counterpart documents are executed, the counterparts will constitute a single binding instrument. Landlord's delivery of this Lease to Tenant is not be deemed to be an offer to lease and will not be binding upon either party until executed and delivered by both parties.

**SECTION 15: SURVIVAL.** All representations and warranties of Landlord and Tenant, Tenant's indemnity under Insurance, Section 4, the provisions of Use of Premises, Section 2 and all obligations of Tenant to pay Additional Rent hereunder, shall survive the termination of this Lease.

**SECTION 16: LEGAL COSTS.** In any enforcement proceeding brought by either party with respect to this Lease, the non-prevailing party will pay to the prevailing party in such proceeding all costs, including reasonable attorneys' fees and court costs, incurred by such other party with respect to said proceeding and any appeals therefrom.

**SECTION 20: RADON.** Pursuant to state law, Tenant is hereby notified as follows: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings worldwide. Additional information regarding radon and radon testing may be obtained from your county health unit.

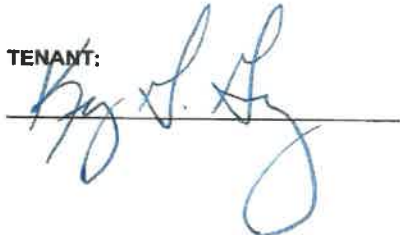
**IN WITNESS WHEREOF,** the parties have duly affixed their signatures.

**LANDLORD:**



Date: 7-15-22

**TENANT:**



Date: 7-15-22



**KOKOPELLI**  
BIKE & BOARD

**315 Central Ave Dolores CO 81323**

(970) 565-4408

December 22nd 2023

Re: Letter of Support, Kelly's Kitchen

As owners of the building 315 Central Ave Dolores CO 81323 which is leased by Kelly Gregory, operating as Kelly's Kitchen, we approve the use and procurement of an alcohol license. The legal consumption of alcohol and sales as outlined in an issued license agreement is permitted on our property per the obtained license. Kelly will be responsible for all legal matters pertaining to alcohol sales and assumes the responsibilities of these sales per our lease agreement and the state and local laws.

If there are any additional questions please contact us, contact information below.

Thanks,

A handwritten signature in black ink that reads "Scott Darling". The signature is fluid and cursive, with a long horizontal stroke at the end.

Scott Darling  
Owner  
Kokopelli Bike & Board  
315 Central Ave Dolores, CO 81323  
(970) 676-0060  
scott@kokopellibike.com

A handwritten signature in black ink that reads "Pete Eschallier". The signature is fluid and cursive, with a long horizontal stroke at the end.

Pete Eschallier  
Owner  
Kokopelli Bike & Board  
130 W Main Cortez, CO 81321  
(970) 565-4408  
pete@kokopellibike.com



## COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 15<sup>th</sup> day of December, 2023

**BETWEEN:**

**J & D Collaborative LLC of 311 Central Ave, Dolores, CO 81323, USA**

Telephone: (970) 570-5441

(the "Landlord")

OF THE FIRST PART

- AND -

**Kelly's Kitchen, LLC of 315 Central Ave Unit B PO Box 717 Dolores CO 81323**

Telephone: (970) 739-9115

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

### Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
  - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
  - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 311 Central Ave, Dolores, CO 81323, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
  - c. "Common Areas and Facilities" mean:
    - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are

not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and

- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
- e. "Premises" means the commercial premises at 311 Central Ave, Dolores, CO 81323, USA and comprises a Leasable Area of 2,940.00 square feet.
- f. "Rent" means the total of Base Rent and Additional Rent.

## Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

## Leased Premises

- 3. The Landlord agrees to rent to the Tenant the commercial premises municipally described as 311 Central Ave, Dolores, CO 81323, USA (the "Premises") and comprises a Leasable Area of 2,940.00 square feet. The Premises are more particularly described as follows: Southeast corner of property bordering 315 Central Ave. Rented parcel is 49' wide along the sidewalk on the south end of the

property extending 60' to North ending at the power pole.

4.

The Premises will be used for only the following permitted use: Outdoor patio for selling, serving, & consuming food and both alcoholic and non-alcoholic beverages. Outdoor patio area includes modular (moveable and non-permanent) planters, bike rack, bus station, order counter, bar seating, restaurant seating, umbrellas and wood or propane fire pit are permitted. Modular storage is also permitted. (the "Permitted Use").

5. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: Outdoor patio for selling, serving, & consuming food and both alcoholic and non-alcoholic beverages. Outdoor patio area includes modular (moveable and non-permanent) planters, bike rack, bus station, order counter, bar seating, restaurant seating, umbrellas and wood or propane fire pit are permitted. Modular storage is also permitted.
6. A reasonable number of pets or animals are allowed in or about the Premises. If this privilege is abused, the Landlord may revoke this privilege upon thirty (30) days' notice.
7. Subject to the provisions of this Lease, the Tenant is entitled to the non-exclusive use of the following parking on or about the Premises: Parking along Central Avenue on the street. (the "Parking"). Only properly insured motor vehicles may be parked in the Tenant's Parking.

## Term

8. The term of the Lease commences at 12:00 noon on December 10, 2023 and ends at 12:00 noon on June 30, 2027 (the "Term").
9. Notwithstanding that the Term commences on December 10, 2023, the Tenant is entitled to possession of the Premises at 12:00 noon on June 1, 2023.
10. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.
11. Upon 90 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant has defaulted in the payment of any portion of the Rent when due.

12. Upon 90 days notice, the Landlord may terminate the tenancy under this Lease if the Tenant fails to observe, perform and keep each and every of the covenants, agreements, stipulations, obligations, conditions and other provisions of this Lease to be observed, performed and kept by the Tenant and the Tenant persists in such default beyond the said 90 days notice.

## Rent

13. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$184.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
14. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord.
15. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

## Use and Occupation

16. The Tenant will carry on business under the name of Kelly's Kitchen, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.
17. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
18. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

## Option to Purchase

19. Provided the Tenant is not currently in default in the performance of any term of this Lease, the Tenant will have the option to purchase (the "Option") the leased premises (the "Purchase Property") and/or other property and chattels at fair market value as determined by the average of three independent appraisals made within 15 days of exercising the Option (the "Purchase Price"). The Landlord and Tenant will each select their own appraiser. If this option has been exercised, the Parties to this Lease may enter into a separate agreement to purchase the Purchase Property. This agreement will incorporate all the key points provided in this option.
20. This Option may be exercised at any time after December 10, 2023 and prior to the end of the original term of this Lease. Upon expiration of the Option, the Landlord will be released from all obligations to sell the Purchase Property to the Tenant. If the Tenant does not exercise the Option prior to its expiration, all rents and other charges paid under this Lease will be retained by the Landlord, and neither party will have any further rights or claims against each other concerning the Option.
21. The Option will be exercised by mailing or delivering written notice to the Landlord prior to the expiration of this Option. Notice, if mailed will be by certified mail, postage prepaid, to the Landlord at the following address:

J & D Collaborative LLC, 311 Central Ave, Dolores, CO 81323, USA, (970) 570-5441

The written notice will be deemed to have been given on the date shown on the postmark of the envelope in which such notice is mailed.

22. The Tenant may not assign any rights under this Option separately from all of the Tenant's other rights under this Lease. No assignment may be made without the Landlord's prior written consent.
23. The Landlord warrants to the Tenant that the Landlord is the legal owner of the Purchase Property and has the legal right to sell the Purchase Property under the terms and conditions of this Lease.
24. If the Option is exercised, the following provisions will be applicable:
  - a. The Tenant will take title to the Purchase Property subject to any of the following exceptions (the "Permitted Exceptions"):
    - i. real estate taxes not yet due at the time of closing;
    - ii. covenants, conditions, zoning laws and ordinances, reservations, rights, public and private easements then on record, if any; and
    - iii. liens or encumbrances involving an ascertainable amount that will be paid off or removed by the Landlord upon the closing of this purchase.

- b. Unless otherwise extended by other terms of this Lease, the closing will be held within the latter of 90 days from exercise of the Option or the removal of any exceptions, outside of the Permitted Exceptions, to the title by the Landlord.
- c. Rents, real estate taxes and other expenses of the Purchase Property will be prorated as of the date of the closing date. Security deposits, advance rentals or considerations involving future lease credits will be credited to the Tenant.
- d. The Parties acknowledge that the availability of financing and purchase costs cannot be guaranteed. The Parties agree that these items will not be conditions of performance of this Lease or this Option and the Parties agree they have not relied upon any other representations or warranties by brokers, sellers or any other parties which are not set out in this Lease.
- e. No later than 30 days from the exercise of this Option, the Landlord will provide the Tenant the following documents (the "Seller Disclosure"):
  - i. a property condition disclosure, signed and dated by the Landlord;
  - ii. a commitment for the policy of title insurance; and
  - iii. written notice of any claims and/or conditions known to the Landlord relating to environmental problems or building or zoning code violations.
- f. The Tenant has 45 days from the date of receipt of the Seller Disclosure to examine the title to the Purchase Property and to report, in writing, any valid objections. Any exceptions to the title which would be disclosed by examination of the records will be deemed to have been accepted unless reported in writing within 45 days. If the Tenant objects to any exceptions to the title, the Landlord will use all due diligence to remove such exceptions at the Landlord's own expense within 60 days. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations under this Option may, at the election of the Tenant, terminate and end unless the Tenant elects to purchase the Purchase Property subject to such exceptions.
- g. Upon the completion of the closing, all rights and obligations under the Lease (other than the Option) will cease to exist and the Parties will have no further rights or claims against each other concerning the Lease.

## Quiet Enjoyment

25. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

## Distress

26. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

## Overholding

27. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

## Additional Rights on Reentry

28. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
  - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
  - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
  - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use



such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
  - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
  - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
  - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
    - i. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or



- ii. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

## Renewal of Lease

29. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause.

## Landlord Improvements

30. The Landlord will make the following improvements to the Premises:
- a. Town of Dolores will fix the man-hole cover at the southeast corner of the property before opening the patio to the public..

## Tenant Improvements

31. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
  - b. removing or adding walls, or performing any structural alterations;
  - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
  - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
  - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
  - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

## Utilities and Other Costs

32. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, water and sewer.

## Insurance

33. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
34. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
35. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.
36. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
37. The Tenant will provide proof of such insurance to the Landlord upon request.

## Abandonment

38. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

## Governing Law

39. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State

of Colorado, without regard to the jurisdiction in which any action or special proceeding may be instituted.

## Severability

40. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Colorado (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

## Assignment and Subletting

41. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
42. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
43. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.
44. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
45. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

## Bulk Sale

46. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

## Care and Use of Premises

47. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
48. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
49. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
50. The Tenant will not engage in any illegal trade or activity on or about the Premises.
51. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

## Surrender of Premises

52. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

## Hazardous Materials

53. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

## Rules and Regulations

54. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

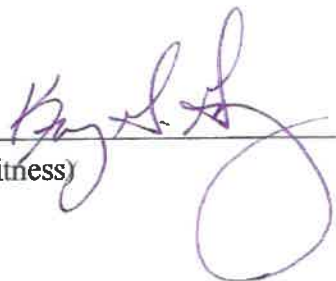
## General Provisions

55. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the

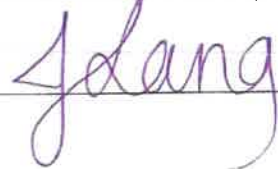
Landlord's rights in respect of any subsequent default or breach.

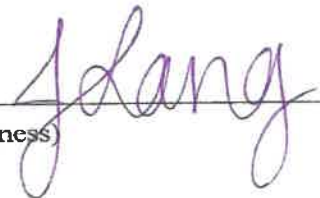
56. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
57. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
58. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
59. Time is of the essence in this Lease.
60. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

**IN WITNESS WHEREOF** the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 18 day of December, 2023

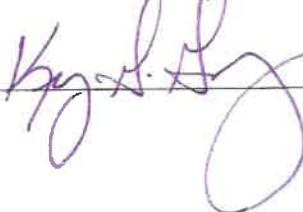
  
(Witness)

J & D Collaborative LLC (Landlord)

Per:  (SEAL)

  
(Witness)

Kelly's Kitchen, LLC (Tenant)

Per:  (SEAL)



**COLORADO**  
Department of Public  
Health & Environment

## 2026 License to Operate: Retail Food Establishment

License must be posted at the following location in a conspicuous place:

License #RFE22866

Kelly's Kitchen  
315 Central Ave, Unit B  
Dolores CO 81323

**Non-Transferable License valid until: 12/31/2026**

This certifies that licensee shown hereon is authorized and licensed to engage in business in accordance with the provisions of the laws and regulations of the Colorado Department of Public Health and Environment. Any alterations to this license will automatically make it null and void.

License Type: Restaurant (0-100 seats)

Issued by: Montezuma County Public Health Department

Kelly's Kitchen  
PO Box 717  
Dolores CO 81323-0717



NO: D261002

\$25.00

TOWN LICENSE  
BY THE AUTHORITY OF THE TOWN OF DOLORES  
STATE OF COLORADO, COUNTY OF MONTEZUMA  
PERMISSION IS HEREBY GRANTED TO

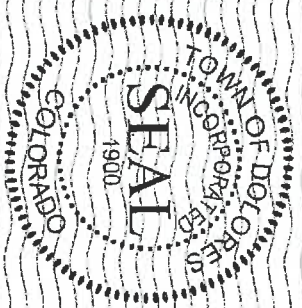
Kelly's Kitchen, LLC

to conduct business in the Town of Dolores, in the County of Montezuma and the State of Colorado, for a period of one year from January 7th, 2026, to January 7th, 2027, inclusive.

The said business is to be subject to all the laws of the State of Colorado, and to all the Ordinances of the Town of Dolores, which are now or hereafter may be in force touching the premises.

Given under my hand and the seal of the said  
Town of Dolores on this 7th day of January, A.D. 2026.

Kelley Unrein, Town Clerk



# Staff/Committee Reports





**TOWN OF DOLORES**

**December**

**2025**

Call Type	Number	Avg Disp	Avg Resp	Avg Travel	Avg On S	Total Or	Total Time
ANIMAL CARCASS	2	1.98	8.08	13.93	0	0	131.17
ASSAULT	1	4.57	5.63	11.45	56.73	56.73	0.72
ATTEMPT TO SERVE CIVIL	7	3.8	17.53	85.83	0	0	635.13
BREAK IN	1	4.5	0.02	3.6	55.9	55.9	27.58
DOG RUNNING AT LARGE	2	10.87	5.45	93.95	0.02	0.03	146.87
EXTRA PATROL	6	0.18	0.03	1.13	17.67	106	421.8
FOLLOWUP	1	0.1	0.22	90	0	0	4.15
LIVESTOCK AT LARGE	3	7.15	14.62	57.1	0	0	177.3
MOTORIST ASSIST	2	58.62	25.02	50.9	37.97	75.93	310.23
PHONE CALL	1	3.3	0	0	0	0	10.08
RECKLESS	1	2.95	26.95	0	0	0	53.55
SECURITY CHECK	57	1426	4.38	57.97	9.87	562.4	37598.15
SUSPICIOUS ACTIVITY	1	2.57	0.03	8.62	0	0	15.05
SUSPICIOUS VEHICLE	2	0.43	0.03	0	0	0	14.27
TRAFFIC ACCIDENT	2	0	0.13	24.22	135.68	271.37	156.83
TRAFFIC PROBLEM	2	3.73	13.5	54.92	5.4	10.8	237.63
TRAFFIC STOP	3	0	3.02	0	0	0	86.75
TRAP	1	0.03	0.8	73.67	0.07	0.07	74.35
UNKNOWN PROBLEM	1	0	0	0	0	0	0.03
UNWANTED PERSON	1	1.85	0.42	13.43	0	0	20.4
VERBAL DISTURBANCE	1	3.17	0.67	68.12	2.77	2.77	17.43
WELFARE CHECK	1	4.5	8.98	4.45	0	0	1.05

**Calls for Service Sector 801-Dec 2025**

**99**

Call Type	Num	Avg Dis	Avg Re:	Avg Trave	Avg On S	Total On	Total Time
ABANDON VEHICLE	3	16.52	15.38	10.93	0.63	1.9	152.55
AGGRESSIVE ANIMAL	1	5.77	0.52	12.27	9.72	9.72	32.37
ANIMAL CARCASS	1	3.42	18.43	0.02	0	0	35.03
ANIMAL FOUND	1	1.7	7.3	9.9	0	0	0.43
ANIMAL GENERAL	1	3.68	51.97	7.67	36.7	36.7	37.25
ATTEMPT TO SERVE CIVIL	10	1.08	0.28	96.82	30.4	304	1403
ATTEMPT TO SERVER OTHER	1	0.75	1.93	0	8.28	8.28	0.03
BARKING DOG	1	4.78	0.07	10.65	11.68	11.68	38.97
BUSINESS ALARM	1	1.58	0.28	16.05	0	0	12.15
BUSINESS CHECK	2	0.15	0.1	0.07	0	0	12.13
CIVIL	1	1.87	51	10.82	10.23	10.23	6.83
CODE ENFORCEMENT	1	0.07	0.03	0.02	0	0	13.12
COMMUNITY POLICING	2	0.08	0.93	0.05	0.02	0.03	68.27
DISTURBANCE	4	6.7	3.87	89.35	25.9	103.6	706.8
DOG RUNNING AT LARGE	2	9.15	4.13	8.08	0	0	266.33
DOMESTIC VIOLENCE	1	2.48	4.55	17.9	0	0	26.03
EXTRA PATROL	5	35.75	0.23	0.08	0	0	383
FAINTED	1	0	0.02	0	17.25	17.25	48.45
FALL VICTIM	1	0	0.05	1.9	24.27	24.27	7.22
FIGHT	1	0.43	0.3	40.1	0	0	25.17
FOLLOWUP	1	6.6	1.25	0.02	0	0	65.95
FOOT	1	0.25	3.35	0	0	0	0.07
FOUND PROPERTY	1	0	6.18	0	0	0	10
HARASSMENT BY PHONE	1	10.07	2.37	11.13	0	0	37.82
LIVESTOCK ON THE ROADWAY	1	2.05	21.95	0	56.48	56.48	66.32
LOST ANIMAL	1	1.9	0	0	0	0	602.22
MENACING	1	1.82	0.12	0.02	175.98	175.98	122.22
MOTORIST ASSIST	1	0.05	0.02	0.02	0	0	54.4
NOISE COMPLAINT	1	9.18	0.1	34.17	0	0	20.2
PHONE CALL	3	15.6	8.37	42.55	0	0	186.95
PROPERTY DAMAGE	1	3.15	0.47	15.52	0	0	46.32
RECKLESS	4	1.42	10.1	50.78	68.8	275.2	1383.73
REDDI REPORT	1	2.9	0	0	0	0	0.22
SEX OFFENDER CHECK	4	0.68	0.25	12.25	0	0	145.67
SHOTS FIRED	1	6.92	0.03	0	0	0	17.53
SUICIDE ATTEMPT	1	0.57	2.33	64.23	37.22	37.22	16.8
SUSPICIOUS PERSON	2	1.93	35.75	8.83	12.3	24.6	177.97
SUSPICIOUS VEHICLE	1	0	0	0	0	0	0.13
TRAFFIC ACCIDENT	1	1.8	0.05	12.93	27.5	27.5	68.3
TRAFFIC STOP	9	0.57	0.05	0.03	2.5	22.5	517.65
VEHICLE BREAK-IN	1	2.52	0.03	0	0	0	13.8
VERBAL DISPUTE	1	3.95	0.05	0	0	0	16.45
VERBAL DISTURBANCE	2	0.7	7.65	20.85	0	0	45.87

VIN INSPECTION	3	7.23	0.25	3.22	25.53	76.6	80.55
WARRANT SERVICE	1	0.07	0.12	26.43	56.57	56.57	59.82
WELFARE CHECK	5	38.83	53.25	72.7	56.85	284.25	214.42

**Total Calls for Service-Dec 2025    91**

# Dolores Summons

Total Records: 38

## MONTEZUMA COUNTY SHERIFF'S OFFICE

730 EAST DRISCOLL STREET  
CORTEZ, CO 81321

STEVE NOWLIN - SHERIFF

970-565-8452

970-564-3731



CITATION NUMBER	CHARGES	Count
C30444		1
Date Reported		Issuing Officer
12/8/2025		MORTON, COLBY
CITATION NUMBER	CHARGES	Count
C32976		1
Date Reported		Issuing Officer
12/9/2025		MARSTON, MICHAEL
CITATION NUMBER	CHARGES	Count
C34057		1
Date Reported		Issuing Officer
12/18/2025		RUIZ, DANIEL
CITATION NUMBER	CHARGES	Count
C31648		1
Date Reported		Issuing Officer
12/21/2025		WORCESTER, CAYDEN
CITATION NUMBER	CHARGES	Count
C30442	CRIMINAL VIOL - 3RD DEGREE CRIMINAL TRESPASS	1
Date Reported		Issuing Officer
12/17/2025		MORTON, COLBY
CITATION NUMBER	CHARGES	Count
C31647	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported		Issuing Officer
12/21/2025		HILL, BRYAN
CITATION NUMBER	CHARGES	Count
C34059	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE	1
Date Reported		Issuing Officer
12/28/2025		RUIZ, DANIEL
CITATION NUMBER	CHARGES	Count
C33741	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE, CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE, CRIMINAL VIOL - CHILD ABUSE (M1), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - DOMESTIC VIOLENCE	1
Date Reported		Issuing Officer

12/2/2025

SUMMERS, JOSEPH

CITATION NUMBER	CHARGES	Count
C34148	CRIMINAL VIOL - ASSAULT IN THE THIRD DEGREE, CRIMINAL VIOL - DOMESTIC VIOLENCE, CRIMINAL VIOL - MENACING (PLACED ON THE PERSON IN FEAR), CRIMINAL VIOL - MENACING (PLACED ON THE PERSON IN FEAR), CRIMINAL VIOL - MENACING (PLACED ON THE PERSON IN FEAR), CRIMINAL VIOL - MENACING (PLACED ON THE PERSON IN FEAR), CRIMINAL VIOL - MENACING (PLACED ON THE PERSON IN FEAR), CRIMINAL VIOL - MENACING (PLACED ON THE PERSON IN FEAR), CRIMINAL VIOL - MENACING (PLACED ON THE PERSON IN FEAR), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2), CRIMINAL VIOL - CHILD ABUSE (M2)	1

Date Reported

Issuing Officer

12/15/2025

ROGERS, KYLER

CITATION NUMBER	CHARGES	Count
C34150	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER	1

Date Reported

Issuing Officer

12/19/2025

ROGERS, KYLER

CITATION NUMBER	CHARGES	Count
C34145	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M1)	1

Date Reported

Issuing Officer

12/11/2025

WORCESTER, CAYDEN

CITATION NUMBER	CHARGES	Count
C32646	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2)	1

Date Reported

Issuing Officer

12/5/2025

HINTON, WRANGLER

CITATION NUMBER	CHARGES	Count
C34056	CRIMINAL VIOL - CRIME OF VIOLATION OF A PROTECTION ORDER (M2)	1

Date Reported

Issuing Officer

12/8/2025

RUIZ, DANIEL

CITATION NUMBER	CHARGES	Count
C33967	CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS OR BOTH, CRIMINAL VIOL - DROVE VEHICLE W BLOOD ALCOHOL CONTENT 0.08 PER SE	1

Date Reported

Issuing Officer

12/12/2025

KENNEDY, ALEXANDER

CITATION NUMBER	CHARGES	Count
C34016	CRIMINAL VIOL - INTRODUCING CONTRABAND IN THE SECOND DEGREE (T6)	1

Date Reported

Issuing Officer

12/12/2025

SUMMERS, ZACHARY

CITATION NUMBER	CHARGES	Count
C34146	CRIMINAL VIOL - SECOND DEGREE CRIMINAL TAMPERING, CRIMINAL VIOL - 3RD DEGREE CRIMINAL TRESPASS	1

Date Reported

Issuing Officer



12/1/2025		ROGERS, KYLER	
CITATION NUMBER	CHARGES	Count	
C34149	CRIMINAL VIOL - THEFT\$2000-<\$5000, CRIMINAL VIOL - THEFT\$2000-<\$5000, CRIMINAL VIOL - THEFT \$5000- \$20,000	1	
Date Reported		Issuing Officer	
12/18/2025		WORCESTER, CAYDEN	
CITATION NUMBER	CHARGES	Count	
C34155	CRIMINAL VIOL - UNLAWFUL OWNERSHIP OF DANGEROUS DOG (M2)	1	
Date Reported		Issuing Officer	
12/21/2025		WORCESTER, CAYDEN	
CITATION NUMBER	CHARGES	Count	
C34152	CRIMINAL VIOL - UNLAWFUL POSSESSION OF SCHEDULE I, II, III, IV OR V	1	
Date Reported		Issuing Officer	
12/20/2025		ROGERS, KYLER	
CITATION NUMBER	CHARGES	Count	
C32541	CRIMINAL VIOL - UNLAWFUL POSSESSION OF SCHEDULE I, II, III, IV OR V	1	
Date Reported		Issuing Officer	
12/26/2025		MORTON, COLBY	
CITATION NUMBER	CHARGES	Count	
C33464	NON-CRIM ORDINANCE VIOL - DOG AT LARGE	1	
Date Reported		Issuing Officer	
12/15/2025		SMITH, STEVEN	
CITATION NUMBER	CHARGES	Count	
C34157	TRAFFIC VIOL-ORDINANCE - RECKLESS DRIVING	1	
Date Reported		Issuing Officer	
12/3/2025		NOWLIN, STEVE	
CITATION NUMBER	CHARGES	Count	
C34080	TRAFFIC VIOL-ORDINANCE - RECKLESS DRIVING	1	
Date Reported		Issuing Officer	
12/3/2025		GREEN, KAYLEI	
CITATION NUMBER	CHARGES	Count	
C34081	TRAFFIC VIOL-ORDINANCE - RECKLESS DRIVING	1	
Date Reported		Issuing Officer	
12/3/2025		GREEN, KAYLEI	
CITATION NUMBER	CHARGES	Count	
C33894	TRAFFIC VIOL-ORDINANCE - RECKLESS DRIVING	1	
Date Reported		Issuing Officer	
12/17/2025		HILL, BRYAN	

CITATION NUMBER	CHARGES	Count
C33463	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
12/7/2025	SMITH, STEVEN	

CITATION NUMBER	CHARGES	Count
C34181	TRAFFIC VIOL-ORDINANCE - SPEEDING-	1
Date Reported	Issuing Officer	
12/21/2025	HINTON, WRANGLER	

CITATION NUMBER	CHARGES	Count
C33742	TRAFFIC VIOL-STATUTE - DROVE (MOTOR OFF-HIGHWAY)VEHICLE WHEN LICENSED SUSPENDED	1
Date Reported	Issuing Officer	
12/29/2025	SUMMERS, JOSEPH	

CITATION NUMBER	CHARGES	Count
C34058	TRAFFIC VIOL-STATUTE - DROVE VEHICLE UNDER RESTRAINT ALCOHOL/DRUG OFFENSE	1
Date Reported	Issuing Officer	
12/18/2025	RUIZ, DANIEL	

CITATION NUMBER	CHARGES	Count
C34143	TRAFFIC VIOL-STATUTE - DROVE VEHICLE W/O VALID CO LICENSE-RESIDENT >30 DAYS, CRIMINAL VIOL - DROVE VEHICLE DUI - ALCOHOL/DRUGS OR BOTH	1
Date Reported	Issuing Officer	
12/2/2025	HILL, BRYAN	

CITATION NUMBER	CHARGES	Count
C34172	TRAFFIC VIOL-STATUTE - DROVE VEHICLE W/O VALID CO LICENSE-RESIDENT >30 DAYS, TRAFFIC VIOL-STATUTE - FAILED TO PRESENT EVIDENCE OF INSURANCE ON REQUEST	1
Date Reported	Issuing Officer	
12/24/2025	WORCESTER, CAYDEN	

CITATION NUMBER	CHARGES	Count
C34151	TRAFFIC VIOL-STATUTE - DROVE VEHICLE W/O VALID LICENSE	1
Date Reported	Issuing Officer	
12/20/2025	ROGERS, KYLER	

CITATION NUMBER	CHARGES	Count
C34144	TRAFFIC VIOL-STATUTE - FAILED TO DISPLAY VALID REGISTRATION	1
Date Reported	Issuing Officer	
12/10/2025	WORCESTER, CAYDEN	

CITATION NUMBER	CHARGES	Count
C34147	TRAFFIC VIOL-STATUTE - FAILED TO PRESENT EVIDENCE OF INSURANCE ON REQUEST	1
Date Reported	Issuing Officer	
12/15/2025	ROGERS, KYLER	



CITATION NUMBER	CHARGES	Count
C34154	TRAFFIC VIOL-STATUTE - FAILED TO PRESENT EVIDENCE OF INSURANCE ON REQUEST	1

Date Reported	Issuing Officer
12/21/2025	WORCESTER, CAYDEN

CITATION NUMBER	CHARGES	Count
C30445	TRAFFIC VIOL-STATUTE - LIMITATIONS ON BACKING	1

Date Reported	Issuing Officer
12/8/2025	MORTON, COLBY

CITATION NUMBER	CHARGES	Count
C34158	TRAFFIC VIOL-STATUTE - RECKLESS DRIVING	1

Date Reported	Issuing Officer
12/3/2025	NOWLIN, STEVE

CITATION NUMBER	CHARGES	Count
C34153	TRAFFIC VIOL-STATUTE - RECKLESS DRIVING	1

Date Reported	Issuing Officer
12/20/2025	ROGERS, KYLER

## **Manager's Report**

**January 12, 2026**

### **Water Main Replacement Project**

All required information for the **State Revolving Fund (SRF) loan** has been submitted. I spoke with our DOLA representative, Patrick Rondinelli, on January 7th. At this time, the **EIAF** has very limited funding and may only support one funding round this year. The EPA requires that our SRF loan be in place before we can apply.

We are coordinating a large joint call with approximately ten participants—including state and federal partners—to ensure everyone is aligned and we have the best information possible to move forward. We are very close to closing this funding package.

### **Fishing Is Fun (FIF) Project**

You will begin to see **large equipment in and around the river** as the Fishing Is Fun project is completed over the next six weeks.

I will also be meeting with **Southwest Conservation Corps Youth Leadership** on January 27, along with Austin Easter, to discuss how our grant funds will be used for summer programming.

### **Yeti Bikes Event Discussion**

I have heard back from Tony Loam, the promoter for **Yeti Bikes**. We are currently discussing different ride options that may better suit their needs for a Dolores-based event. While nothing is finalized, we are still in conversation and hopeful we may remain under consideration.

### **Clerk Operations & Election Readiness**

Kelley is leading the preparation for the April 7, 2026 municipal election, managing all required logistics and statutory deadlines. At the same time, she is updating the Town's liquor license issuance process to better align with current Colorado Liquor Enforcement Division standards and best practices.

### **Records Management Improvements**

Ann and Danelle are making steady progress on improving the Town's records management system. We are working within **Caselle** to better organize records and develop clear, easy-to-follow record retention schedules.

## **Public Works Staffing Update**

We welcomed a new Public Works employee, **Allen Shaffer**, who joined the team on January 5, 2026. Please take a moment to say hello and wish him well in his new role.

## **Senior Services Memorandum of Understanding (MOU)**

You will see before you the **MOU with Senior Services**, which has been agreed to and approved by their organization. This MOU was prepared by Town legal counsel.

For clarification: when the Montezuma County Health Inspector visited the Community Center in June, she inspected the Senior Services kitchen area and asked detailed operational questions. Molly, who oversees the program, answered those questions based on her professional kitchen experience, which met the inspector's expectations. Since that inspection, Molly has also earned her **Food Service Manager Certification**, the highest level available for commercial kitchens.

## **Land Use Matters – Public Hearings**

There are **two land use items** before you this evening, both requiring separate public hearings:

- **R686** – A variance request related to a property line/setback encroachment
- **R687** – A height variance request for the new high school project

Ryan will walk the Board through these items. For these hearings, the Board is acting in a **quasi-judicial role as the Board of Adjustment**, as outlined in the Land Use Code.

## **Library District IGA**

Also on the agenda is **R688**, which proposes rescinding **Resolution R606**, the Intergovernmental Agreement (IGA) with the Library District. The original IGA, approved in June 2024, has since been determined to be **legally invalid**. This conclusion has been confirmed by both Town legal counsel and DOLA.

Following our last workshop, I connected Board President Jumper directly with DOLA for additional guidance and confirmation.

## **Riverside Avenue Property Boundary**

We are moving forward with an **Affidavit of Boundary and Title** related to the Town property at **400 Riverside Avenue**. This step strengthens our position in clearly defining and defending Town property lines.

In the spring, we will also install signage to clearly mark Town boundaries. These steps were negotiated with assistance from Colorado Title and our interim attorney, Julie Westendorff.

## **Dolores Comprehensive Plan Update**

The Town is beginning work on a **new Dolores Comprehensive Plan**, a process expected to take up to one year. The Planning & Zoning Commission is working with staff and **Logan Simpson** to develop a clear process and timeline.

Community input will be the most important part of this effort.

### **What Is the Dolores Comprehensive Plan?**

The Dolores Comprehensive Plan is a long-term guide for the Town's future. It reflects community values and priorities and helps the Town plan for growth, change, and public investment in a thoughtful and coordinated way.

The Plan does **not** create zoning rules or regulations. Instead, it sets the overall vision for Dolores and establishes goals and policies that guide decisions about land use, housing, infrastructure, public facilities, parks, and community services.

The Comprehensive Plan provides the foundation for the Town's **Land Use Code**, which is the tool used to carry out this vision through day-to-day decisions. Simply put, the Plan explains where Dolores wants to go, and the Land Use Code explains how we get there.

Most importantly, the Comprehensive Plan helps current and future Town leaders make clear, consistent decisions about how to use limited public resources while protecting Dolores's small-town character, rural setting, and quality of life.

# Kayla Tallmadge

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(970)529-6813  
[tallmadgekayla@gmail.com](mailto:tallmadgekayla@gmail.com)  
[krt368@nau.edu](mailto:krt368@nau.edu)  
[www.linkedin.com/in/kayla-tallmadge-87141332b](https://www.linkedin.com/in/kayla-tallmadge-87141332b)

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## — Skills

Optimistic, Adaptable, Creative thinker, Leader, Collaborator, Problem solver, & Dedicated

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## — Education

### Northern Arizona University

August 2024 - 2028

Environmental & Sustainability Studies Major, *Urban Planning & Design Minor*; Dean's List

### Pueblo Community College

August 2021 - May 2024, Online Studies

Earn concurrent enrollment credit in high school through online & in-person classes, Welding Certification.

### Dolores High School / Class of 2024

August 2020-May 2024, Dolores, CO

High School Diploma, 3.9 GPA; ranked 3rd in class

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## — Employment Experience

### NAU Green Fund / Committee Co-Chair

December 2024-Current, Flagstaff, AZ

Currently aiding in the leadership of the Northern Arizona University Green Fund (holding Co-chair position), the funding body for sustainability at the Flagstaff Campus. Manage committee operations, lead weekly meetings, correspond with project leaders & other members of NAU staff via email, participate in community outreach & spread of organization awareness, attend events and engage with the student body, aid in sustainability education; write, evaluate, & review project proposals; push forward sustainability initiatives.

### Pleasantree Farm / Tree Care & Office Specialist

2022- 2024, Dolores, CO

Followed the directions of managers to assist in harvesting & shipping of trees, as well as overall care and maintenance of nursery products. Worked with Excel software to document tree inventory & QuickBooks to develop invoices & record payments. Contributed to online outreach using Instagram and the company website (during holiday marketing periods.)

### Heirloom Designs / Wedding Planner Assistant

June -August 2024, Durango, CO

Aided the lead wedding planner & business owner in executing tasks to fit the dreams and wishes of the client couple, creating elegant and elevated experiences. Assured that the events of the day coincided with the formerly produced itinerary and adjusted plans dependent upon changing natural circumstances while sticking as close as possible to the couple's expectations.

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## **Volunteering & Activities**

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### **Bus Electrification Proposal / Proposal Writer**

Passed Spring 2025, Flagstaff, AZ

Submitted an NAU Green Fund Proposal on behalf of the NAU Office of Sustainability for contribution toward the purchasing of two fully electric buses to add to the NAU campus bus shuttle service. Used information from the approved EPA grant to fulfil application requirements of the Green Fund proposal. Obtained necessary letters of support from university leadership and developed a project timeline. Passed May 2025, \$525,000 *Green Fund contribution*.

### **Prom Formal Wear Pop-Up / Organizer**

Spring 2023 & 2024, Dolores, CO

Formulated a system and continual event that provided formal wear (donated by community members) to all students from Dolores & neighboring towns at a reasonable price/ free of cost when necessary. Created a system for categorizing and monitoring inventory. Hosted pop-up shops at local venues to provide a store-like setting for students to "shop." Focussed on accessibility and sustainability. Collaborated with local businesses to advertise: in person and with online platforms. (20+ hours)

### **Good Samaritan Food Pantry / Student Volunteer**

Spring 2023, Cortez, CO

Followed the director's instructions to successfully organize or package food donations, restocked the "retail area" shelves in the correct structure, worked to fulfill the requests of food pantry patrons, followed a map, and created a layout to deliver meals via car. Designed posters to raise awareness about local food product needs. (30 hours)

### **Thanksgiving Food Drive / Primary Organizer**

November 2022, Dolores, CO

Key leadership in the collection of donated food goods, construction of meal packages, & distribution of thirty-three meals to local families. (12 hours)

### **Kids' Holiday Gifting / Primary Organizer**

December 2023, Dolores, CO

Organized the shopping, and delivery of holiday gifts for families in need within the Dolores school community. Formed a list of students; created a form to direct shopping with highlighted child's interests; stuck to a budget and prioritized necessary items; managed and gave tasks to fellow volunteers; contacted parents or guardians to distribute wrapped gifts. (12+ hours)

### **Student Government / Class of 2024 President**

2020-2024, Dolores High School

Elected for four consecutive years as class president, assisted in planning school events, promoting school spirit, and covering technical aspects important to the student body, including policy change. Contributed to the modification of student-related policy changes on two occasions.

### **National Honors Society / Member**

May 2022-2024, Dolores High School

Displayed and upheld the four pillars of the National Honors Society: scholarship, service, leadership, & character. Participated in the induction ceremony & various fundraising projects.

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**Awards &  
Projects**

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**NAU Dean's List**

Fall 2024 & Spring 2025, GPA 4.0

**NAU WUE Excellence Award**

August 2024-25, GPA-based scholarship for undergraduate tuition

**National Rural & Small Town Award**

August 2023

**DHS Honor Roll Recipient**

2020-2024 (8 semesters)

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**References**

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Available upon request.

**TREASURER'S REPORT  
TOWN OF DOLORES**

	30-Nov-25	31-Dec-25
Petty Cash	\$ 300.00	\$ 300.00
Hi-Fi Savings Account	1,463,871.06	1,158,754.29
Checking Account	140,521.22	180,781.88
Conservation Trust Fund	41,989.68	45,224.25
Colo' Trust	1,789,245.41	1,795,235.39
Community Center Checking	58,229.51	56,166.92
Business Account (AFLAC)	383.49	1,100.65
<b>Total</b>	<b>\$ 3,494,540.37</b>	<b>\$ 3,237,563.38</b>
<b>Grant Revenue:</b>		
ELAF 9950: Water Main	\$	6,790.32
<b>Other:</b>		



Dollars posted in Month Received for Prior Month Sales Tax Revenue	2021	2022	2023	2024 Total	2025 Total	2025 0.5% Streets	DIFFERENCE BETWEEN 2024 AND 2025	AMOUNT REMAINING TO BE COLLECTED FOR 2025 BUDGET OF \$791,000
JAN	\$ 62,845.40	\$ 64,745.75	\$ 60,874.82	\$ 74,323.48	\$ 681.68	\$ 3.41	*n/a	\$ 790,318.32
FEB	\$ 66,319.00	\$ 63,231.49	\$ 71,642.46	\$ 67,864.83	\$ 84,203.44	\$ 421.02	\$ 16,338.61	\$ 706,114.88
MAR	\$ 56,104.97	\$ 44,753.17	\$ 53,833.00	\$ 60,281.75	\$ 71,757.34	\$ 358.79	\$ 11,475.59	\$ 634,357.54
APRIL	\$ 52,616.65	\$ 49,138.60	\$ 50,983.06	\$ 60,873.19	\$ 497.23	\$ 2.49	*n/a	\$ 633,860.31
MAY	\$ 64,858.45	\$ 62,110.44	\$ 55,108.38	\$ 63,398.06	\$ 134,487.26	\$ 672.44	*n/a	\$ 499,373.05
JUNE	\$ 54,217.11	\$ 61,514.64	\$ 58,138.77	\$ 63,281.29	\$ 72,135.05	\$ 360.68	\$ 8,853.76	\$ 427,238.00
JULY	\$ 67,285.96	\$ 67,833.95	\$ 71,223.87	\$ 73,499.29	\$ 87,209.57	\$ 436.05	\$ 13,710.28	\$ 340,028.43
AUG	\$ 80,278.60	\$ 80,265.52	\$ 93,176.53	\$ 87,681.59	\$ 103,118.70	\$ 515.59	\$ 15,437.11	\$ 236,909.73
SEPT	\$ 81,307.43	\$ 81,649.74	\$ 96,553.58	\$ 112,251.48	\$ 113,755.05	\$ 568.78	\$ 1,503.57	\$ 123,154.68
OCT	\$ 72,119.89	\$ 92,143.90	\$ 78,036.27	\$ 108,052.16	\$ 102,883.54	\$ 514.42	\$ (5,168.62)	\$ 20,271.14
NOV	\$ 84,376.18	\$ 103,074.30	\$ 88,255.02	\$ 93,668.73	\$ 102,970.54	\$ 514.85	\$ 9,301.81	\$ (82,699.40)
DEC	\$ 73,546.84	\$ 72,955.43	\$ 91,713.95	\$ 106,954.40	\$ 86,752.25	\$ 433.76	\$ (20,202.15)	\$ (169,451.65)
TOTALS	\$ 815,876.48	\$ 843,416.93	\$ 869,539.71	\$ 972,130.25	\$ 960,451.65	\$ 4,802.26	\$ (11,678.60)	



**Mission:** Cultivating growth and opportunity in a welcoming, inclusive, and accessible environment, where community can connect, learn, and thrive together.  
**Vision:** To be a vibrant gathering space where community members connect, collaborate, and celebrate diverse interests in a welcoming and well-maintained space. We strive to create an adaptable and stable environment that evolves with the needs and aspirations of our rural community, fostering a sense of unity, resilience, and shared purpose.

To: Dolores Board of Trustees

From: DCC Advisory Committee

Report: 12.22.2025

This report will cover the last DCC advisory committee meeting of 12.16.2025 and Workshop with the BOT on 12.22.2025

Items:

**MOU Summary; Senior Services and Town of Dolores:** You will likely receive the final draft of an MOU between Montezuma County Senior Services and Town of Dolores for your approval. This draft had a last-minute modification under 7. Scheduling and Fees extending hours from 2 to 4 on Mondays and Wednesdays. This was added because a request came to the town manager to have a few hours for seniors to play cards and to do some physical activity that is appropriate for their age group. DCC Advisory Committee checked with Montezuma County Senior Services that this was acceptable as it labels that both parties will be responsible for this additional time. Both Montezuma County Senior Services and the Town of Dolores manager support this change. The DCC Advisory Committee agreed to support both parties in presenting this to the BOT.

**MOU Recommendations:** The DCC Advisory Committee would support the MOU with the following recommendations:

1. **MOU and annual Health Inspection:** The DCC Advisory Committee had a long discussion about the condition of the Senior Center closet. *The DCC Advisory Committee recommends that a health inspection occur annually in conjunction with the Dolores Community Center Health Inspection and that infractions are remedied before the renewal of the annual MOU. The manager indicated that an inspection did occur, and that staff of the Montezuma County Senior Services received direction from the health inspector on improvements.* The town manager indicated the inspection occurred in June and then a second request to Montezuma County Senior Services occurred through the DCC Advisory Committee for improvements in November. The DCC Advisory Committee thinks it maybe wise that something is in the MOU about ensuring that the Senior Center closet passes a health inspection before they get funds or a renewal for use? It doesn't do much good to have a health inspector check something if issues are discovered but are not being remedied in some manner. Particularly when the larger picture is to have the Dolores Community Center ensure potential clients that the facility is in good standing as a whole.
2. **MOU and Facility Use:** The DCC Advisory Committee *recommends the addition of one line that would replicate what is in a typical use contract ensuring if any damage occurred to the Dolores Community Center because of equipment and or actions on behalf of Montezuma County Senior Services that those repairs and costs would be covered by that entity.* The manager indicated that a line would be added in the MOU in the final draft going in front of Board of Trustees.
3. **MOU Town Funding and Reports:** *The DCC Advisory Committee recommends the MOU include either quarterly or an annual report to the Board of Trustees from Montezuma County Senior Services so that the Board of Trustees could see, for the contribution of funds annually, what those funds were used on and how many seniors*



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were served. This may aid the Board of Trustees in making informed budgetary decisions on future requests that support Dolores area seniors served by Montezuma County senior services.

4. **Volunteers and the Senior Center Hours:** This came out of the workshop with the BOT and is worth a mention. We had a brief discussion about Volunteers and the Dolores Community Center. The town attorney indicated a volunteer form would be on his task list. One thing that was not clear to the DCC Advisory Committee in review of the MOU was who will be responsible for the facility, and it's use with the time extension from 2:00-4:00p.m. on Mondays and Wednesdays. Both the Town of Dolores/ DCC staff and the Montezuma County Senior Services are listed as responsible parties but if a third party that is not officially part of either group ends up taking on that responsibility, maybe a volunteer form once approved should be completed so both parties have a name and record of who that third party is and what access they have, such as keys, codes and or facility access, and duties preformed.

**\*\*As a reminder to the BOT if the MOU is on a consent agenda and there is interest in any or all recommendations, a request to remove the MOU from consent agenda must be made during approval of the agenda and put on the regular agenda for discussion and action.**

**Workshop BOT and DCC Advisory Committee Representatives:** First the DCC Center Advisory Committee wants to thank the BOT very, very much for the time during the workshop. It was very helpful to get to connect with staff and the Board of Trustees to help make the DCC Center Advisory Committee more valuable to all of us. Below is a quick bullet list of items were agreed upon for the DCC Advisory Committee and their service to the Dolores BOT.

1. Keep up the reports, to be in BOT packet the 2<sup>nd</sup> Monday of the month for BOT meeting.
2. Keep ex-officio, BOT to reset/revisit in April 2026
3. DCC Advisory Committee to work with Town Staff to collect and make recommendations on a set of priorities for the DCC. Suggested template High, medium and low, also low cost and temporary or low cost and simple.
4. The DCC Advisory Committee to stay on the agenda standing report, this is to also aid with or, maintain links and assist in no single point of failure. For an action item requests the town clerk to list the specific topic underneath
5. If something requires a more expedited timeframe, request the Town clerk to put the item onto the agenda for the workshop\*\* 4<sup>th</sup> Monday.

Public Hearings  
Related Resolutions  
  
Ordinances

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## **PUBLIC NOTICE**

### **Town of Dolores – Public Hearing January 12, 2026**

Notice is hereby given that the **Town of Dolores Board of Trustees** will hold a **public hearing** on **Monday, January 12, 2026**, at **5:30 p.m.** at **Town Hall, 601 Central Ave.** to consider the following:

#### **Resolution No. 687, Series 2026**

*A Resolution Approving a Height Variance for the Dolores School District Additions and Renovations Project.*

The purpose of this public hearing is to receive public comment regarding the proposed height variance associated with the Dolores School District's additions and renovations project. All interested persons are invited to attend and be heard.

Written comments may be submitted to the Town of Dolores prior to the hearing.

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## **PUBLIC NOTICE**

### **Town of Dolores – Public Hearing January 12, 2026**

Notice is hereby given that the **Town of Dolores Board of Trustees** will hold a **public hearing** on **Monday, January 12, 2026**, at **5:30 p.m.** at **Town Hall, 601 Central Ave.** to consider the following:

#### **Resolution No. 686, Series 2026**

*A Resolution Approving a Variance for a Property Line/Setback Encroachment.*

The purpose of this public hearing is to receive public comment regarding a proposed variance for a property line/setback encroachment. All interested persons are encouraged to attend and provide comment prior to the Board's consideration of the resolution.

Written comments may be submitted to the Town of Dolores prior to the hearing.



To: Alesa Reed, Dolores Superintendant  
Matt Prinster, Artaic Group  
Jen Davis & Sebastian Toalson, BVH  
Max McCloskey, F and M Architects

From: Leigh Reeves, Dolores Town Manager

Date: December 19<sup>th</sup>, 2025

As Town Manager and Zoning Administrator, I have reviewed the request and determined that the proposed building height exceeds the maximum permitted height and therefore requires a variance pursuant to Article 13 of the Dolores Land Use Code – We knew that.

This request does **not** require review by the Planning & Zoning Commission. Final authority rests with the **Board of Trustees**.

Based on staff review, the request appears to meet the applicable variance criteria and staff will recommend approval to the Board of Trustees, subject to the findings required by the Land Use Code.

I will move this forward to be approved in the consent agenda at our next regularly scheduled January 12<sup>th</sup> Board meeting. Once approved and signed by the Mayor and Town Clerk we will forward a copy for your records.

Enjoy your Holidays and see you next year!

Regards,

Leigh Reeves  
Dolores, Town Manager  
PO Box 630  
Dolores, CO 81323  
970-882-7720 X4



**Town of Dolores**

December 29, 2025

**RE: Property Encroachment – Board of Adjustment Public Hearing**

**Property Address:** 1301 Central Ave

Dear Matt,

I am writing to follow up regarding the recently identified property line encroachment associated with construction at the above-referenced property. After reviewing the circumstances and the applicable provisions of the Town of Dolores Land Use Code, the requested relief must be considered by the **Board of Trustees sitting as the Board of Adjustment**, as the Board is the body authorized to approve variances from dimensional standards.

Accordingly, a **public hearing has been scheduled** as follows:

**Board of Trustees (Sitting as the Board of Adjustment)**

**Date:** January 12, 2026

**Time:** 5:30pm

**Location:** Dolores Town Hall

The purpose of the hearing is to consider a variance request related to the minor encroachment into the required property line or setback area. Staff will be recommending approval based on the information reviewed to date, including the building inspector's site observations and the good-faith reliance on existing survey information during construction.

No additional action is required from you at this time unless you wish to attend the hearing or provide comment. Staff will present the item and supporting materials to the Board.

Please feel free to contact me directly if you have any questions or would like to discuss the process in advance. We appreciate your cooperation as we move this forward.

Sincerely,

**Leigh Reeves**

Town Manager / Zoning Administrator

Town of Dolores



## **RESOLUTION NO. R-686 Series 2026**

### **A RESOLUTION OF THE TOWN OF DOLORES BOARD OF TRUSTEES, SITTING AS THE BOARD OF ADJUSTMENT, APPROVING A VARIANCE FOR A PROPERTY LINE / SETBACK ENCROACHMENT**

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**WHEREAS**, the Town of Dolores Board of Trustees serves as the Board of Adjustment pursuant to the Town of Dolores Land Use Code; and

**WHEREAS**, an application was submitted requesting approval of a variance to allow a minor encroachment into the required property line or setback area at the property located at 1301 Central Ave, New High School Build ("Property"); and

**WHEREAS**, the encroachment was discovered following completion of a foundation pour and was not identified prior to construction; and

**WHEREAS**, construction personnel relied in good faith on an existing survey and established construction controls intended to align the new structure with existing buildings and site features; and

**WHEREAS**, the Town's Building Inspector conducted a site visit and observed that the building footprint appears intended to align with existing development on the site, and that the encroachment appears unintentional; and

**WHEREAS**, the Building Inspector noted that such observations are not a formal survey determination; and

**WHEREAS**, the Board of Trustees, sitting as the Board of Adjustment, conducted a duly noticed public hearing on January 12, 2026, reviewed the staff memo, building inspector notes, and other materials in the record, and considered any public comment; and

**WHEREAS**, the Board finds that strict application of the Land Use Code's dimensional requirements under these circumstances would result in a practical difficulty not intentionally created by the applicant.

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**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE  
TOWN OF DOLORES, SITTING AS THE BOARD OF ADJUSTMENT, THAT:**

#### **Section 1. Findings**

The Board makes the following findings in support of this variance:

1. The encroachment resulted from good-faith reliance on existing survey information and construction controls.



2. The encroachment is minor in nature and was discovered after construction had occurred.
  3. Strict enforcement of the setback/property line requirement would create a practical difficulty under the circumstances.
  4. The variance will not negatively impact neighboring properties, public safety, access, or the general welfare.
  5. Approval of the variance will not alter the essential character of the area and is consistent with existing development patterns.
- 

## **Section 2. Approval**

The requested variance to allow the existing encroachment into the required property line or setback area at **1301 Central Ave.** is hereby **approved**, subject to the conditions set forth in this Resolution.

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## **Section 3. Conditions of Approval**

This approval is subject to the following conditions:

1. **No Further Encroachment.**  
This variance applies only to the encroachment as constructed. No expansion, modification, or intensification of the structure shall be permitted that would increase or extend the encroachment further into the required setback or property line area.
  2. **No Boundary Determination.**  
This approval does not constitute a formal determination of property boundaries and does not replace the need for a licensed survey where required.
  3. **Future Compliance.**  
Any future construction, expansion, or redevelopment on the Property shall comply with all applicable provisions of the Town of Dolores Land Use Code.
  4. **Recording Requirement.**  
A copy of this Resolution shall be recorded with the Montezuma County Clerk and Recorder and retained with the permanent property and permit records.
-

**Section 4. Effective Date**

This Resolution shall be effective immediately upon adoption.

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**ADOPTED AND APPROVED** by the Board of Trustees of the Town of Dolores, sitting as the Board of Adjustment, this 12th day of January 2026.

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**TOWN OF DOLORES**

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Mayor Holkestad

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Kelley Unrein, Town Clerk

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**TOWN OF DOLORES, COLORADO**

**RESOLUTION NO.687 Series 2026**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES, COLORADO, ACTING AS THE BOARD OF ADJUSTMENT, APPROVING A HEIGHT VARIANCE FOR THE DOLORES SCHOOL DISTRICT ADDITIONS & RENOVATIONS PROJECT**

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**WHEREAS**, the Town of Dolores has adopted a Land Use Code ("LUC") regulating land use and development within the Town; and

**WHEREAS**, pursuant to Article 13 of the Dolores Land Use Code, the Board of Trustees serves as the Board of Adjustment and is authorized to hear and decide requests for variances from dimensional standards of the Land Use Code; and

**WHEREAS**, the Dolores School District submitted a request for a height variance in connection with the Dolores School District Additions & Renovations project at the Dolores High School; and

**WHEREAS**, the request seeks approval to allow a limited architectural element, specifically a pop-up window/skylight, to exceed the maximum permitted building height of 35 feet by approximately 3 feet 11 inches, for a total height of approximately 39 feet; and

**WHEREAS**, the Board of Trustees, acting as the Board of Adjustment, conducted a duly noticed public meeting on January 12, 2026 to consider the variance request; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES, COLORADO, ACTING AS THE BOARD OF ADJUSTMENT, THAT:**

**Section 1. Approval**

A height variance is hereby approved to allow a maximum building height of approximately 39 feet, where 35 feet is otherwise permitted by the applicable zoning district, for the Dolores School District Additions & Renovations project.

This variance applies solely to the proposed pop-up window/skylight architectural element and does not authorize any additional increase in height beyond that described herein.

## **Section 2. Findings**

The Board of Adjustment makes the following findings in support of this approval, as required by Article 13 of the Dolores Land Use Code:

**1. Exceptional Conditions**

The variance request arises from the functional and educational requirements of a public-school facility and the integration of daylighting and building systems that cannot reasonably be accommodated within the strict 35-foot height limit.

**2. Practical Difficulty**

Strict application of the maximum height standard would result in a practical difficulty by preventing the inclusion of a skylight element that supports the intended educational use and interior building performance.

**3. Not Self-Created**

The hardship is not self-created, as the building otherwise complies with height limitations and the exceedance is limited to an unoccupied architectural feature.

**4. Minimum Variance Necessary**

The requested variance represents the minimum relief necessary to address the identified practical difficulty.

**5. No Adverse Impacts**

The Board finds that the approved height variance:

- Will not block views to the east;
- Will not adversely affect access to sunlight for surrounding properties;
- Will not be visible from surrounding public streets; and
- Will not negatively impact adjacent properties or neighborhood character.

**6. Consistency with the Land Use Code**

The variance is consistent with the purpose and intent of the Dolores Land Use Code and maintains compatibility with surrounding development.

## **Section 3. Conditions**

This approval is based on the plans and materials submitted to the Town, including the Height and Screening Study identified above. Any substantive modification affecting building height or visibility shall require additional review and approval by the Town.

All other applicable Town, state, and federal permits and approvals remain required.

**Section 4. Effective Date**

This Resolution shall take effect immediately upon adoption.

ADOPTED AND APPROVED this 12th day of January 2026.

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TOWN OF DOLORES, COLORADO

By and through its Board of Trustees, acting as the Board of Adjustment

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ATTEST:

Mayor Holkestad

Kelley Unrein, Town Clerk



# Resolutions

## Administrative Business

**Memorandum of Understanding (MOU)**  
**Between**  
**Town of Dolores for the use of the Dolores Community Center**  
**and**  
**Montezuma County Senior Services**

**1. Purpose**

The purpose of this Memorandum of Understanding (MOU) is to outline the shared expectations, responsibilities, and communication practices between The Town of Dolores and Montezuma County Senior Services (“the Parties”) regarding the use of the Dolores Community Center (“the Facility”). This agreement establishes collaborative guidelines for facility access, cleaning, storage of items, and overall stewardship of the shared space. This memorandum is nonbinding and shall not be construed as integrated into or modifying the existing agreement for use of the facility; rather, it is a framework by which the parties conduct business.

**2. Guiding Principles**

The Parties agree to operate under the following principles:

- Mutual respect for the Facility, its staff, and its users
- Clear communication to support coordination and prevent misunderstandings
- Shared responsibility for cleanliness and upkeep
- Transparency regarding schedules, storage needs, and program requirements
- Commitment to community well-being and safe operations

**3. Roles and Responsibilities**

- Responsibilities of The Town of Dolores
  - Allow Montezuma County Senior Services to continue to use the “storage closet”
  - Provide a clean kitchen facility that has been inspected by Montezuma Health department.
  - Ensure all equipment is in good working order and properly maintained.
- Responsibilities of Montezuma County Senior Services
  - Maintain the Facility in safe, operational condition.
  - Maintain a point of contact available for scheduling, communication and concerns.
  - Complete payment upon signature of this MOU annually.

#### **4. Communication Expectations**

The Parties agree to:

- Designate a primary and secondary point of contact for routine communication.
- Communicate scheduling needs, cancellations, or changes with sufficient notice.
- Meet quarterly to review logistics, address concerns, and maintain the partnership.
- Notify each other promptly of any safety concerns, facility issues, damage, or incidents.

#### **5. Cleaning and Maintenance Responsibilities**

Partner Responsibilities

- Leave all used spaces in equal or better condition than they were found.
- Dispose of trash in designated receptacles.
- Clean and sanitize surfaces used during programming.
- Ensure bathrooms, kitchens, and common areas used during activities are tidied and left ready for the next group.
- Report any maintenance issues immediately to the Facility contact.

Facility Responsibilities

- Provide cleaning supplies and instructions for use, unless otherwise agreed.
- Complete routine facility cleaning, deep cleaning, and maintenance on a regular basis
- Communicate any temporary changes to cleaning expectations.

#### **6. Storage of Items**

The Parties agree to:

- Use only assigned storage areas as approved.
- Label all stored items with the organization's name.
- Maintain clean, organized storage areas and not exceed approved storage spaces.
- Allow the Facility to inspect storage areas with or without notice.
- Senior Services agrees to have a storage plan prepared by April 30<sup>th</sup> 2026 to include moving items from the kitchen to the storage closet.

#### **7. Access and Scheduling**

Both Parties agree to use the Facility only during approved dates and times: FY 2026 Monday & Wednesday's 7-2 PM, and quarterly on the second Tuesday of the month 9AM-12PM: March 2026, June 2026, September 2026 & December 2026.



## **8. Term & Review**

This MOU remains in effect from January 1<sup>st</sup> 2026 to December 31<sup>st</sup> 2026.

The Parties will review the MOU at least annually and amend it as needed through mutual agreement.

## **9. Termination**

Either Party may terminate this MOU with 60 days' written notice. Both Parties will work cooperatively to ensure a smooth transition and removal of stored items.

- a. Acceleration. Upon a party's provision of written notice of breach of this MOU upon the other, the party in breach shall have ten (10) business days to become compliant. If compliance requires a remedial measure that cannot be completed within ten working days, by no fault of the party in breach, the party in breach must have initiated remedial action within the 10 working days.
- b. If timely remediation is not made, the aggrieved party may terminate the agreement effective immediately.

## **10. Complaint and Concern Resolution Process**

To ensure clear communication and a consistent approach to resolving controversy, the Parties agree to the following complaint procedure relating to the use of the Dolores Community Center:

This process ensures that concerns regarding facility use, cleanliness, storage, safety, communication, or conduct are addressed promptly, respectfully, and collaboratively.

Complaints may be submitted by either Party using one of the following methods:

- Complete work order and call the manager of the Dolores Community Center
- Turn in at lock box at Dolores Town Hall
- E-mail complaint to [dolorescommunity@gmail.com](mailto:dolorescommunity@gmail.com) copy Leigh@townofdolores.com

All complaints should include:

- Date and time of the incident or concern
- Description of the issue
- Individuals involved (if applicable)
- Any immediate actions taken
- Desired resolution or requested follow-up

The receiving Party will:

- Acknowledge receipt of the complaint within **3 business days**
- Provide an estimated timeline for review and resolution
- Request any additional clarification needed

The Parties agree to:

- Review all complaints objectively and in good faith
- Conduct additional fact-finding if necessary
- Meet (in person or virtually) if the issue requires clarification or collaboration

#### Corrective Actions

Corrective actions may include, but are not limited to:

- Additional training
- Adjustments to scheduling or space use by written addendum to this memorandum, signed by both parties
- Modification of storage assignments
- Development of new procedures or protocols, adopted by written addendum to this memorandum, signed by both parties

#### Supervisory Review

If a complaint cannot be resolved collaboratively through the standard process:

- The concern may be addressed to the leadership of each organization
- A joint resolution meeting between Town management and Senior services management. Each party shall provide a person with signatory authority at the meeting.
- At the joint resolution meeting the parties shall seek a mutually agreed remedy in good faith.
- In the event that a remedy is not reached, the acceleration clause found in ¶¶9(a-b) may be invoked, or the parties may mutually terminate the memorandum.

## **11. Signatures**

By signing below, the Parties agree to the terms and responsibilities outlined in this Memorandum of Understanding.

Town of Dolores

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Montezuma County Senior Services

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RESOLUTION NO. 685, SERIES 2026**

**A RESOLUTION AUTHORIZING THE DOLORES COMMUNITY CENTER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH MONTEZUMA COUNTY SENIOR SERVICES FOR CALENDAR YEAR 2026**

WHEREAS, the Town of Dolores owns and operates the Dolores Community Center (the “Center”), which provides essential space and services benefiting residents and community partners; and

WHEREAS, Montezuma County Senior Services provides senior meal programs, social services, and related support activities to older adults within Montezuma County, including the Town of Dolores; and

WHEREAS, the Town of Dolores and Montezuma County Senior Services have historically cooperated through an annual **contract** for services; and

WHEREAS, for calendar year 2026, both parties have elected to transition from a contract to a **Memorandum of Understanding (MOU)** to better reflect the collaborative nature of the senior services program; and

WHEREAS, the proposed MOU outlines responsibilities, facility use provisions, program expectations, and operational arrangements necessary for the continued delivery of senior services at the Center; and

WHEREAS, the Board of Trustees finds that authorizing the Dolores Community Center to enter into this MOU with Montezuma County Senior Services is in the best interest of the Town and its residents.

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

Section 1. **Authorization.** The Dolores Community Center, through its Director or designated representative, is hereby authorized to enter into a Memorandum of Understanding with **Montezuma County Senior Services**, establishing the terms under which senior services will be provided at the Center during the 2026 calendar year.

Section 2. **Execution.** The MOU shall be executed between the **Dolores Community Center and Montezuma County**, with signatures from the appropriate county officials and the Center’s authorized representative. The final MOU shall be substantially similar to the draft reviewed by the Board, with minor modifications permitted as necessary.

Section 3. **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED, ADOPTED, AND APPROVED this 12th day of January, 2026, by the Board of Trustees of the Town of Dolores, Colorado.

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**TOWN OF DOLORES, COLORADO**

ATTEST:

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Mayor, Chris Holkestad

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Town Clerk



**RESOLUTION R606 SERIES 2024**  
**A RESOLUTION OF THE TOWN OF DOLORES APPROVING AN**  
**INTERGOVERNMENTAL AGREEMENT WITH THE DOLORES LIBRARY DISTRICT AND**  
**THE DOLORES RE 4A SCHOOL DISTRICT CONCERNING APPOINTMENT OF**  
**DIRECTORS TO THE LIBRARY DISTRICT**

WHEREAS, the Town of Dolores (the "Town"), authorized to enter into intergovernmental agreements.

WHEREAS, the Dolores RE-4A School District and the Town of Dolores jointly oversee the Dolores Library District pursuant to CRS Section 24-90-107 and jointly appoint trustees to the Library Board pursuant to CRS Section 24-90-108.

WHEREAS, the Trustees wish to enter into an intergovernmental agreement with the School District and Library Board to establish a policy for the appointment of Library Trustees in the event of a vacancy.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES, COLORADO, AS FOLLOWS:

Section 1. The Board of Trustees does hereby approve and enter into and agrees to be bound by the intergovernmental agreement with the Dolores RE-4A School District and the Dolores Library District as set forth in Exhibit 1, attached hereto.

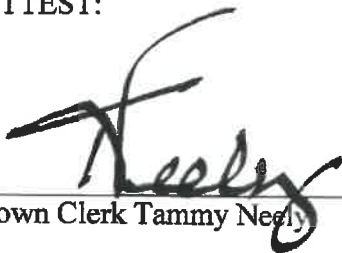
Section 2. The Board of Trustees authorizes the Town Manager to execute this agreement on the Town's behalf.

ADOPTED AND APPROVED this 24<sup>th</sup> day of June 2024, by the BOARD OF TRUSTEES OF THE TOWN OF DOLORES, COLORADO.



Mayor

ATTEST:



Town Clerk Tammy Neely



## **RESOLUTION 688 – SERIES 2026**

### **TOWN OF DOLORES**

#### **A RESOLUTION OF THE TOWN OF DOLORES, COLORADO WITHDRAWING FROM THE INTERGOVERNMENTAL AGREEMENT WITH THE DOLORES LIBRARY DISTRICT AND THE DOLORES RE-4A SCHOOL DISTRICT CONCERNING APPOINTMENT OF DIRECTORS TO THE LIBRARY DISTRICT, ON THE BASIS THAT THE AGREEMENT VIOLATES COLORADO LAW GOVERNING THE APPOINTMENT OF LIBRARY BOARD MEMBERS**

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**WHEREAS**, the Town of Dolores, Colorado is a statutory town incorporated under the laws of the state of Colorado;

**WHEREAS**, the Town of Dolores (“Town”) previously entered into an Intergovernmental Agreement (“IGA”) with the Dolores Library District and the Dolores RE-4A School District regarding the process for appointment of Library District Trustees

**WHEREAS**, the IGA purports to establish procedures for the appointment of Library District Trustees, including the formation of an interview committee by the Library Board, the recommendation of appointees by the Library Board, and the requirement that the Town and School District ratify such recommendations by a two-thirds majority vote, or otherwise be deemed to have ratified the appointment after 60 days of inaction

**WHEREAS**, the Town has reviewed the relevant provisions of the Colorado Library Law, specifically C.R.S. § 24-90-107 and C.R.S. § 24-90-108, which set forth the statutory framework for the establishment of library districts and the appointment of library trustees;

**WHEREAS**, C.R.S. § 24-90-108(2)(a) provides that, after the initial appointment of trustees, “all subsequent appointments shall be made by the legislative body or bodies of the governmental unit or units forming the library district,” and does not authorize delegation of the appointment power to the Library Board or the imposition of a “deemed ratification” mechanism;

**WHEREAS**, the IGA’s provisions for the Library Board to recommend appointees, for the Town and School District to ratify or reject such recommendations, and for appointments to be deemed ratified by inaction, are inconsistent with the statutory requirement that the legislative bodies themselves make the appointments and do not comply with the process set forth in C.R.S. § 24-90-108;

**WHEREAS**, the Town finds that continued participation in the IGA would result in a violation of state law and an improper delegation of the Town’s statutory authority regarding the appointment of Library District Trustees;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES, COLORADO, AS FOLLOWS:**

**Section 1.** The Town of Dolores hereby withdraws from the Intergovernmental Agreement with the Dolores Library District and the Dolores RE-4A School District concerning the appointment of Library District Trustees, effective immediately.

**Section 2.** The Town Manager is authorized and directed to provide written notice of this withdrawal to the other parties to the IGA.

**Section 3.** The Town affirms its intent to comply with the requirements of C.R.S. § 24-90-108 regarding the appointment of Library District Trustees and to exercise its statutory authority directly, without delegation or modification by intergovernmental agreement.

**ADOPTED AND APPROVED this 12th day of January 2026, by the BOARD OF TRUSTEES OF THE TOWN OF DOLORES, COLORADO.**

**ATTEST:**

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**Town Clerk**

**Kelley Unrein**

**ATTEST:**

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**Mayor**

**Chris Holkestad**





## **RESOLUTION R689**

### **SERIES 2026**

#### **A RESOLUTION OF THE TOWN OF DOLORES AUTHORIZING A MAIL BALLOT ELECTION ON APRIL 7, 2026, AND SETTING FORTH OTHER DETAILS RELATING THERETO**

WHEREAS, the Town of Dolores (the “Town”), is a duly organized and existing statutory municipality of the State of Colorado; and

WHEREAS, the members of the Board of Trustees of The Town of Dolores (the “Board”) have been duly elected and qualified; and

WHEREAS, April 7, 2026, is the date of the next regular election in the Town; and

WHEREAS, the Town has determined that the Town Clerk will conduct the election on April 7, 2026, as an independent mail ballot election pursuant to C.R.S. §§ 31-10-908; and

WHEREAS it is necessary to set forth certain procedures concerning the conduct of the election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DOLORES, COLORADO, AS FOLLOWS:

Section 1. All actions heretofore taken (not inconsistent with the provisions of this resolution) by the Town and the officers thereof, directed towards the election and the objects and purposes herein stated is hereby ratified, approved and confirmed.

Section 2. Unless otherwise defined herein, all terms used herein shall have the meanings defined in the Municipal Election Code.

Section 3. The Board hereby determines that the regular election of the Town to be held on April 7, 2026, shall be conducted as a mail ballot election pursuant to Part 9, Article 10, Title 31 of the Colorado Revised Statutes.

Section 4. The Town Clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the election, and she may execute such documents as may be required in furtherance of this power.

Section 5. The Town Clerk is authorized and directed to appoint election judges pursuant to C.R.S. § 31-10-401.

Section 6. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution.

Section 7. All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repeal shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 8. The effective date of this resolution shall be immediately upon adoption.

ADOPTED AND APPROVED this 12<sup>th</sup> day of January 2026, by the BOARD OF TRUSTEES OF THE TOWN OF DOLORES, COLORADO.

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Mayor Chris Holkestad

ATTEST:

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Town Clerk Kelley Unrein

## AFFIDAVIT OF BOUNDARY

I, Chris Holkestad, Mayor of the Town of Dolores, County of Montezuma, State of Colorado ("Affiant"), hereby declare under penalty of perjury, as follows:

1. I have actual knowledge of, and am competent to testify to, the facts in this Affidavit of Boundary.
2. I am the duly elected Mayor of the Town of Dolores, County of Montezuma, State of Colorado, and have been authorized by the Town Board of Trustees, Town of Dolores, to execute this affidavit.
3. The deed for the property that is the subject of this affidavit was recorded in the Office of the Clerk and Recorder of Montezuma County, Colorado, on February 2, 2024, at Reception No. 654955 and such property is described as follows:

*A tract of land in the NE1/4 of Section 16, Township 37 North, Range 15 West, N.M.P.M., being more particularly described as follows:*

*BEGINNING at a point on the North line of said Section 16, North 89° 52' 00" West a distance of 445.8 feet from the Northeast Corner of said Section;*

*Thence South 11° 00' 00" East a distance of 30.6 feet to the point of beginning of the tract;*

*" South 11° 00' 00" East a distance of 190.0 feet, more or less, to the North bank of the Dolores River;*

*" South 87° 06' 00" West a distance of 185.6 feet along the North bank of the Dolores River;*

*" North 11° 00' 00" West a distance of 200 feet, more or less;*

*" South 89° 52' 00" East a distance of 187.2 feet to the point of beginning of said tract.*

*Also know by street address as 400 Riverside, Dolores, Colorado.*

4. The subject property is adjacent to the McClellan Dolores Minor Subdivision, the plat of which was approved by the Board of Trustees of the Town of Dolores, Colorado, on March 11, 2015, and recorded in the Office of the Clerk and Recorder of Montezuma County, Colorado, on March 19, 2015, in Book 18, page 58, under Reception No. 599101.
5. Said plat diagram does not accurately reflect the location of the Dolores River and thus does not accurately portray the location of the North Bank of the Dolores River, the south boundary of the subject property.

Affidavit of Boundary

Page 2 of 2

6. The Town's approval of the McClellan Dolores Minor Subdivision does not affect the boundary of the subject property.

7. As owner of the subject property, the Town of Dolores confirms and reaffirms the property description and boundaries contained in the deed described above and recorded at Reception No. 654955.

8. The Board of Trustees of the Town of Dolores, County of Montezuma, State of Colorado, as owner of the subject property, approved this Affidavit of Boundary at a duly held public meeting on January 12, 2026, and authorized me, as the Mayor of the Town, to execute this Affidavit of Boundary.

STATE OF COLORADO            )

COUNTY OF MONTEZUMA    )

BOARD OF TRUSTEES, TOWN OF DOLORES  
COUNTY OF MONTEZUMA, STATE OF COLORADO

By: \_\_\_\_\_

Chris Holkestad, Mayor

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2026, by Chris Holkestad, Mayor of the Town of Dolores, County of Montezuma, State of Colorado.

WITNESS MY HAND AND SEAL

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public