



Town of Paonia
214 Grand Avenue
Tuesday, August 12, 2025 6:30 PM
Town Board Agenda
<https://us02web.zoom.us/j/81239609175>
Meeting ID: 812 3960 9175

REVISED AGENDA 8/07/2025

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

Roll Call

Approval of Agenda

Announcements

The Town is accepting applications from in-town residents for an available seat on the Planning Commission. The Planning Commission meets on the first Monday of the Month at 6 pm and is an advisory board to the Board of Trustees as well as a quasi-judicial body. Applications are due to the Town Clerk by August 21, 2025.

The Town is also accepting applications for 3 seats on the Zoning Board of Adjustments. The ZBoA only meets when public hearings are scheduled for it and is a quasi-judicial board. You do not have to be an in-town resident to serve on this board. Applications are due to the Town Clerk by August 21, 2025.

Public Comment

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

Consent Agenda

July 8, 2025 Regular Board Meeting Minutes
July 22, 2025 Regular Board Meeting Minutes

Marijuana License Renewal - Valley High LLC

August 12, 2025 Disbursements

Staff Reports

Town Administrator

Police Chief

Progress Report
Blotter

Public Works Director

Actions & Presentations

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

Item #1 - Consideration of Resolution 21-2025 Enacting Stage 2 Fire Restrictions

Item #2 - Colorado Grand Thank You Letter for \$17,000 Grant for Bathroom Upgrades

Item #3 - Consideration of Accepting Opioid Settlement for Purdue Pharmaceuticals

Item #4 - Consideration of Reappointing the Town Administrator & Treasurer as the Town's CML Policy Committee Representative and the Town Clerk as the Town's Alternate.

Item #5 - Consideration of Request from The Learning Council to Apply Ordinance 25-04 Special Events and Resolution 15-2025 Amended Fee Structure to Arbol Market Retroactively.

Item #6 - Consideration of Ordinance 2025-04 Modifying Chapter 13 Article 6 Garbage Collection

Item #7 - Consideration of Resolution 20-2025 Garbage Collection Rates and Charges

Item #8 - Consideration of Requests from the Planning Commission Requesting Clarification about Commissioners' Terms and Asking the Town Attorney for Legal Advice Concerning Process for Canceling a Meeting with No Business

Item #9 - Consideration of Approval of Purchasing Security Cameras for Town Facilities

Item #10 - Modifying Chapter 11 Art. 1 Sec. 80 Street Closure; permit. Adding Block Parties

Mayor & Trustee Reports

Update from the Ad Hoc Short-term Rentals Committee

Adjournment

As Adopted by:
Town of Paonia, Colorado
Resolution No. 2017-10 – Amended May 22, 2018

I. Rules of Procedure

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

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

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

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

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

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

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

Section 6. Conduct of Board Members. Town Board Members shall treat other Board Members and the public in a civil and polite manner and shall comply with the Standards of Conduct for Elected Officials of the Town. Board Members shall address Town Staff and the Mayor by his/her title, other Board Members by the title of Trustee or the appropriate honorific (i.e.: Mr., Mrs. or Ms.), and members of the public by the appropriate honorific. Subject to the Mayor's discretion, Board Members shall be limited to speaking two times when debating an item on the agenda. Making a motion,

asking a question or making a suggestion are not counted as speaking in a debate.

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

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

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

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

II. Consent Agenda

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

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

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

Consent Agenda or placed later on the agenda, at the discretion of the Board.

III. Executive Session

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

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

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

IV. Subject to Amendment

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

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



Town of Paonia

Application to Serve on a Board, Commission, or Committee

Thank you for your interest in serving the Town of Paonia. Our boards, commissions, and committees play a vital role in shaping the future of our community. Please complete this application and return it to the Town Clerk's Office. If you need assistance, contact:

Samira Vetter – Town Clerk

Phone: (970) 527-4101

Email: samirav@townofpaonia.com

Section 1 – Applicant Information

Full Name: _____ Phone: _____

Mailing Address: _____

City / State / ZIP: _____

Email Address: _____ Preferred Contact Method: _____

Section 2 – Board or Committee of Interest

Board/Commission/Committee: _____

Previously served? _____ If yes, list: _____

Section 3 – Qualifications & Background

Relevant experience:

Reason for applying:

Additional comments:

Section 4 – Residency & Eligibility

Resident of Paonia? _____ Employed by Town? _____ Conflicts? _____

If yes to conflicts, explain: _____

Section 5 – Certification

I certify that the above is true and complete. I understand this application is a public record under the Colorado Open Records Act, Title 24, Article 72 of the Colorado Revised Statutes.

Signature: _____ Date: _____

ARTICLE 6. - PLANNING COMMISSION

Sec. 2-6-10. - Creation.

A Planning Commission for the Town is hereby created pursuant to Article 23, Title 31, C.R.S.

(Ord. No. 4-13-82, § 1, 1982; Ord. No. 2000-02, Art. I, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

Sec. 2-6-20. - Purpose.

The Planning Commission is created for the following purposes:

- (1) To prepare, maintain and adopt, subject to periodic revision as necessary, a Master Plan as described by state statutes.
- (2) To implement the provisions of Chapters 16 and 17 of this Code, and to perform all functions and powers referred to in said chapters where reference is made.
- (3) To study and recommend to the Board of Trustees amendments to the Zoning Map of the Town.
- (4) To study and recommend appropriate zoning classifications for all annexations to the Town.
- (5) To exchange information with the various governmental agencies charged with planning and zoning responsibilities and with the Board of Adjustment.
- (6) To have all other duties and powers incidental to the above and any and all powers and duties set out by state statute, except that nothing herein shall permit the Planning Commission to make amendments or changes in the zoning of the Town, such powers expressly being reserved by the Board of Trustees.

(Ord. No. 2014-04, § 1, 1-13-2015)

Sec. 2-6-30. - Membership; terms.

The Planning Commission shall consist of five (5) members, all of whom must be residents of the Town, including two (2) elected members consisting of the Mayor and one (1) member of the Board of Trustees appointed by the Mayor. The remaining three (3) members shall be appointed by the Mayor. The terms of such three (3) members shall be fixed and designated by the Mayor to end at two (2) years from the last municipal election at the time of appointment, with the terms of office staggered. The terms for the Mayor and the member of the Board of Trustees shall continue until their successors are duly elected and qualified, at which time elected members of the Board shall be designated to serve on the Planning

Commission for terms coincident with their terms of office as Mayor or as a member of the Board of Trustees. As terms expire, new or reappointed members shall be appointed for two-year terms of office at such time as the terms of those previously appointed expire.

(Ord. No. 2000-03, § 2, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

Sec. 2-6-40. - Appointment of offices.

The Commission shall elect its Chair from among its membership and create and fill such other of its offices as it may determine. The term of each such office, including that of the Chair, shall be for two (2) years. The Commission may hold at least one (1) regular meeting each month. It shall adopt rules for transaction of business and shall keep a record of its resolutions, transactions, findings and determinations, which record shall be public.

(Ord. No. 2000-02, Art. I, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

Sec. 2-6-50. - Duties.

The Planning Commission shall have all of the powers and perform each and all of the duties specified by Article 23, Chapter 31, C.R.S., together with any other duties or authority which may hereafter be conferred upon them by the laws of the State. The performance of such duties and the exercise of such authority are to be subject to each and all the limitations expressed in such legislative enactment or enactments.

(Ord. No. 4-13-82, §§ 5, 6, 1982; Ord. No. 2000-02, Art. I, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

ARTICLE 8. - ZONING BOARD OF ADJUSTMENT

Sec. 2-8-10. - Creation.

A Zoning Board of Adjustment, referred to in this Article as the "Board," is hereby created.

(Ord. No. 2000-02, Art. XXI, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

Sec. 2-8-20. - Organization.

The Board shall have five (5) members; one (1) membership shall be filled by a current member of the Planning Commission. Appointment to membership shall be by the Board of Trustees for a term of three (3) years. Vacancies on the Board shall be filled for the remaining term in the same manner as the initial appointment. The Board shall elect from its membership a chair, secretary and such other officers as it may deem necessary during its first meeting of each calendar year, and shall adopt such rules as may be necessary for the conduct of its business.

(Ord. No. 2000-02, Art. XXI, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

Sec. 2-8-30. - Meetings.

Meetings of the Board shall be held at the call of the Chair. All meetings shall be open to the public. Members of the Board shall be notified at least twenty-four (24) hours prior to the time of the meetings. The Board shall keep minutes of its proceedings showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record.

(Ord. No. 2000-02, Art. XXI, 2000; Ord. No. 2014-04, § 1, 1-13-2015)

Sec. 2-8-40. - Powers and duties.

Upon appeal, the Board shall have the following powers:

- (1) To hear and decide appeals where it is alleged by the appellant that there is error in any order, requirement, decision or refusal by an administrative official or agency based on or made in the enforcement of Chapter 16 of this Code.
- (2) To hear and decide appeals wherein there is question on the interpretation of the Zone District Map or similar questions as they may arise in the administration of Chapter 16 of this Code.
- (3)

To hear and decide appeals for special exceptions to the provisions of this Code, such exceptions to be known as variances.

(Ord. No. 2000-02, Art. XXI, 2000; Ord. No. 2014-04, § 1, 1-13-2015)



Town of Paonia
214 Grand Avenue
Tuesday, July 8, 2025 6:30 PM
Town Board Minutes

Record of Proceedings

Mayor Smith calls the meeting to order at 6:29 PM.

Roll Call

Present:

Mayor Smith

Mayor Pro-Tem Swartz

Trustee Czech

Trustee Heck

Trustee Hunter

Trustee Selter

Absent:

Trustee Valentine

Approval of Agenda

Trustee Hunter makes a motion to approve the agenda with the removal of the June 24th minutes, seconded by Trustee Stelter.

The motion carries unanimously.

Announcements

August 5th National Night Out

Town Administrator Wynn announces that the Town will have a presence at the event being held at the Delta County Fairgrounds.

Mayor Pro-Tem Swartz reads Appreciations.

Western Slope Conservation Center and USS Forest Service trail maintenance scheduled July 24 and 25 for the Gunnison Forest.

Public Comment

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

Consent Agenda

Trustee Stelter makes a motion to approve the consent agenda, seconded by Trustee Hunter.

The motion carries unanimously.

Staff Reports

Town Administrator Wynn provides highlights from his staff report.

Public Works Director Poulos provides highlights from her staff report.

Police Chief Laiminger provides highlights and speaks about upcoming BMW Rally plans.

Actions & Presentations

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

Item #1 - Ratification of Resolution 16-2025 Enacting Stage 1 Fire Restrictions from July 3, 2025, Emergency Meeting

Mayor Smith provides a summary of the Emergency Meeting held on July 3rd, 2025 and its purpose, and explaining the procedure of ratifying the Board decision.

Trustee Stelter makes a motion to approve Resolution 16-2025, seconded by Mayor Pro-Tem Swartz.

Town Clerk Vetter asks for motion to include the date the resolution was adopted at the emergency meeting.

Trustee Stelter makes a motion to amend the main motion to state that it was adopted on July 3, 2025, at the emergency meeting at 4:30PM, seconded by Mayor Pro-Tem Swartz.

The motion carries unanimously.

Main motion as amended: to approve Resolution 16-2025, adopted on July 3, 2025 at the emergency meeting at 4:30pm.

The amended main motion carries unanimously.

Item #2 - Explanation & Consideration of Short-Term Rental Initiative Denial

Mayor Smith explained the denial of a short-term rental (STR) citizen petition, sharing the Town Attorney's memo detailing the legal rationale, to ensure transparency and trust in the process. With the town's current STR enforcement moratorium expiring December 31st, the Board proposed scheduling a public workshop in August to collaboratively craft a new ordinance, aiming to get ahead of the deadline and avoid potential future special elections and begin the complex process of creating a new STR regulation framework for the town.

Public Comment:

D. Spiegel: comments on the referendum and future meetings.

Board discussion includes what process to use for drafting a starting point, community review and participation, discussion of reasons for denial of initiative, and scheduling a work session.

Clerk Vetter confirmed that scheduling a workshop would fall outside the scope of the current agenda, which focuses on the denial itself.

Trustee Stelter makes a motion to put an agenda item on the July 22 regular meeting, to schedule a work session to address short-term rental regulations, seconded by Trustee Hunter.

The motion carries unanimously.

Item #3 - Consideration of Lease Agreement with Big B's

Town Administrator Wynn explains the contract is identical to 2024 with dates changed, and Jeff Schwatz, Big B's, is present to answer questions.

Trustee Hunter makes a motion to approve the lease agreement with Big B's with the noted change to Section 2-b – in the first sentence to add the words “or repair” after the word ‘prepare’, seconded by Trustee Stelter.

The motion carries unanimously.

Item #4 - Discussion on Upcoming Water Restrictions

Town Administrator Wynn provides an update on a request for water restrictions that will be on the July 22, 2025 agenda. He explains that staff will be asking the Board to adopt a resolution enacting stage one water restrictions starting August 1, 2025, in preparation for the installation of the temporary water tank, which holds less water and the start of the 2-million-gallon tank relining project.

Public Comment:

D. Spiegel: asks questions about strictness.

Item #5 - Consideration of Approval of Adopting Ordinance 25-05 Operation of Off Highway Vehicles

Trustees Czech and Hunter provide background on the Public Safety Committee's work related to the ordinance. Trustee Hunter also reads two emails submitted by community members into the

record.

Board discussion includes difficulties in measuring decibel levels, the need for sound measuring equipment, and enforcement.

Trustee Hunter makes a motion to approve ordinance 2025-05, with the following changes: under Section 8-5-10, under Definitions, for off highway vehicles add in parentheses OHV, (OHV), so both are understood to have the same definition. To revise Section 8-5-20, #7, to remove the decibel limit so it would read "the OHV must have a muffler that is in constant operation and properly maintained", to add to Section 8-5-30, as item F, "no person shall operate an off highway vehicle on a road, roadway or alley of the town while carrying any person or riding in any position that may interfere with the safe operation or control of an off highway vehicle or the view of the operator", seconded by Trustee Stelter.

Public Comment:

M. Durlin: comments on safety.

Voting Aye:

Trustee Hunter

Trustee Heck

Trustee Stelter

Voting Nay:

Mayor Pro-Tem Swartz

Trustee Czech

The motion carries.

Item #6 - Change Order #1 Temporary Tank at 2MG Tank Relining Project

Public Works Director Poulos gives background and explains the need for the change order.

Mayor Pro-Tem Swartz makes a motion to approve Change Order #1, for the temporary tank with a not to exceed amount of \$12,700.00, seconded by Trustee Stelter

The motion carries unanimously.

Item #7 - Consideration of Resolution 17-2025; DOLA's Technical Assistance Grant to Update the Housing Needs Assessment to Comply with SB24-174

Town Administrator Wynn gives background on the need to update and include missing parts as required by SB24-174.

Trustee Hunter makes a motion to approve Resolution 17-2025, seconded by Trustee Heck.

Trustee Hunter makes a motion to amend the motion to approve Resolution 17-2025 with the date changed from June to July 8th, seconded by Trustee Stelter.

The amendment carries unanimously.

The main motion as amended: to approve Resolution 17-2025, with the date changed from June, to July 8th.

The motion carries unanimously.

Mayor & Trustee Reports

None

Adjournment

Mayor Smith adjourns the meeting at 8:22PM

Samira M. Vetter, Town Clerk

Paige Smith, Mayor



Town of Paonia
214 Grand Avenue
Tuesday, July 22, 2025 6:30 PM
Town Board Minutes

Record of Proceedings

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

Roll Call

Present:

Mayor Smith

Mayor Pro-Tem Swartz

Trustee Czech

Trustee Heck

Trustee Hunter

Trustee Stelter

Absent:

Trustee Valentine

Approval of Agenda

Trustee Stelter makes a motion to approve the agenda, seconded by Trustee Hunter.

The motion carries unanimously.

Announcements

2025 Build (Raise) Grant Update For 5th & Grand Realignment Project

Town Administrator Wynn announced the Town was awarded an additional \$1.8 million in BUILD (formerly RAISE) grant funds for the Fifth & Grand Realignment Project, bringing the total to nearly \$3.7 million, with a local match of just over \$30,000.

Public Comment

S. Wynn: Speaking as an in-town resident, congratulates the Board of Trustees & Staff on a job well done in the last two years, with their many accomplishments, including an updated Comprehensive Plan.

J. Dervin-Ackerman: comments on fundraising efforts of the NFVCC for Town Events.

Consent Agenda

Trustee Hunter notes a slight correction needed in the minutes for 6/24/2025. Clarifications were also made regarding the description of a disbursement related to an asphalt patching product and feedback on cleaning services. Town Administrator Wynn also explained a procedural update in the disbursement approval process.

Trustee Hunter makes a motion to approve the consent agenda, seconded by Trustee Stelter.

The motion carries unanimously.

Staff Reports

Town Administrator Wynn gives highlights on Departmental Scorecard.

Public Works Director Poulos is present to answer questions about the Public Works Report.

Police Chief Laiminger is present to answer questions about the Police Department report.

Actions & Presentations

- 1) Consideration of Approval of Contractor for 2MG Tank Rehab
Town Administrator Wynn gives background on the process and presents a comparison chart of the bids received.

The Board discussed the staff and Public Work's recommended contract with Markley's Precision Company (MPC) for \$957,750 to rehabilitate the water tank. While their bid was significantly lower than competitors, references were verified and confirmed satisfactory. Concerns about work quality and adherence to project specs were addressed.

Public Comment:

M. Bachran: questions when work will start.

Trustee Stelter makes a motion to approve the contract with Markley's Precision Company (MPC) to rehab the Town's 2-million-gallon (2MG) tank and recoat. And their price not-to-exceed \$957,750 and direct the staff to issue a notice of award, sign the contract, and issue a notice to proceed, seconded by Trustee Hunter.

The motion carries unanimously.

- 2) Consideration of scheduling a work session in August on Short-term Rental regulations

The Board of Trustees discussed next steps for short-term rental regulations, with suggestions including August work sessions, forming an ad hoc committee, and strategies to ensure inclusive input, clear structure, and alignment with staff capacity and ongoing planning efforts.

Public Comment:

D. Spiegel: comments in favor of consensus committee.

Board discussion: The Board agreed on the need for the creation of an ad hoc committee on STRs, composed of two trustees, one staff member, and two citizen members, as a first step toward renewed public engagement and policy refinement.

Mayor Pro-Tem Swartz makes a motion to create an ad hoc committee to address short term rentals, seconded by Trustee Stelter.

The motion carries unanimously.

Mayor Pro-Tem Swartz makes a motion to have the ad hoc committee composed of two (2) Trustees, one (1) staff member, and two (2) members of the public, seconded by Trustee Hunter.

Board discussion topics included public notification and involvement.

Voting Aye:

Mayor Pro-Tem Swartz

Trustee Hunter

Trustee Czech

Trustee Heck

Voting Nay:

Trustee Stelter

The motion carries.

Mayor Pro-Tem Swartz makes a motion to have Town Administrator Wynn as the staff representative. Trustee Stelter and herself (Mayor Pro-Tem Swartz) as the two Trustee

representatives, seconded by Trustee Stelter.

The motion carries unanimously.

Mayor Pro-Tem Swartz makes a motion that at the August 12th Board of Trustees meeting that this ad hoc committee bring forth who the other two public committee members will be, what the objectives are for the ad hoc committee, and the deadline for bringing something back to the Board of Trustees, seconded by Trustee Stelter.

The motion carries unanimously.

3) Consideration of Resolution 19-2025 - Water Restrictions

Town Administrator Wynn gives background to the need for water restrictions due to the limited capacity of a temporary water tank being installed during rehabilitation. The odd/even day irrigation schedule was selected for its ease of enforcement. The Town will provide purple flags to those using ditch water for clear identification.

Public Comment:

D. Speigal: comments on difficulties of using address numbers for schedules.

M. Bachran: comments in agreement.

J. Poulos: comments on leaving it the same.

S. Yeamans: comments in agreement of changing it to days.

Trustee Stelter makes a motion to approve Resolution 19-2025 Implementing Stage 1 Water Restrictions beginning on August 1, 2025, seconded by Trustee Czech.

Voting Aye:
Mayor Pro-Tem Swartz
Trustee Czech
Trustee Heck
Trustee Hunter
Trustee Stelter

Voting Nay:
None

4) Consideration of Addendum to Wright Water Engineering MSA for Hydrogeological Study - Additional Scope of Work

Trustee Hunter makes a motion for a 5-minute recess, seconded by Trustee Stelter.

The motion carries unanimously.

Mayor Smith resumes the meeting at 7:46 PM.

Town Administrator Wynn reported that staffing changes, access delays, and coordination with the Wildlife Recovery Action Plan expanded the project scope, adding \$42,800 and bringing the Wright Water contract total to \$240,774.

Trustee Hunter makes a motion to approve the addendum to Wright Water Engineers for the hydrogeological study additional scope of work in the amount of \$35,000 for labor, \$7,800 for materials, for a total of \$42,800 dollars, seconded by Mayor Pro-Tem Swartz.

The motion carries unanimously.

5) CONSIDERATION OF FY 2024 AUDIT AND POTENTIAL SPECIAL MEETING

Town Administrator Wynn presented that he is revising the MD&A and Comprehensive Annual Financial Report to reflect recent changes in the financial statements, including a new statistical section on non-major funds, and while the auditors have issued an unmodified opinion, he recommends a special meeting on July 30 to allow time for final review and ensure the report meets GFOA standards.

Board Discussion centered on the best time for participants.

Mayor Pro-Tem Swartz makes a motion that the Board have a special meeting for consideration of the Fiscal Year 2024 Audit on July 30, 2025, starting at 5:00 PM, seconded by Trustee Stelter.

The motion carries unanimously.

6) CONSIDERATION OF TANK INSPECTION AGREEMENT FOR THE 2MG WATER TANK RELINING PROJECT

Town Administrator Wynn explains that SGM, as the design engineer for the water tank relining project, is requesting board approval to subcontract inspection services, including disinfection oversight, weld and coating inspections, to KLM Engineering, as allowed under paragraph 15 of their contract, since these services fall outside SGM's scope of expertise.

Trustee Hunter makes a motion to accept the proposal from KLM Engineering to provide inspection services for the 2-million-gallon (2MG) tank relining project for an amount not to exceed \$97,860, and directs staff to issue the Notice of Award, sign a contract, and issue Notice to Proceed, seconded by Trustee Stelter.

The motion carries unanimously.

Public Hearing

Consideration of Adopting Resolution 18-2025 Accepting the Comprehensive Master Plan

Mayor Smith opens the public hearing at 7:55 PM.

Clerk Vetter confirms proper notification.

Town Administrator Wynn gives his presentation for the acceptance of the Comprehensive Plan outlining the timeline and process used in its creation and review, as well as next steps.

Public Comment:

Mary Bachran is sworn to tell the truth and celebrates the completion of an updated Comprehensive Plan

Mayor Smith closes the public comment portion of the hearing and lists out the evidence included in the record. There are no objections to the content of the official record.

Mayor Smith closes the public hearing at 8:02 PM.

Trustee Stelter makes a motion to approve Resolution 18-2025, seconded by Trustee Hunter.

Voting Aye:

Mayor Pro-Tem Swartz

Trustee Czech

Trustee Heck

Trustee Hunter

Trustee Stelter

Voting Nay:

None

The motion carries unanimously.

Mayor & Trustee Reports
None.

Adjournment

Mayor Smith adjourns the meeting at 8:04 PM.

Samira M. Vetter, Town Clerk

Paige Smith, Mayor

DRAFT



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

AGENDA ITEM:	Consent Agenda • Marijuana License Renewal - Valley High LLC
SUBMITTED BY:	Ruben Santiago – Deputy Clerk
DATE:	08/08/2025
BACKGROUND:	1. All forms have been filled out and submitted to the Department of Revenue and the Town of Paonia in a timely fashion. 2. All fees have been submitted to the Department of Revenue and the Town of Paonia. 3. The Police Department has no issues or concerns with the renewal of this license. 4. The Public Works Department has no issues or concerns with the renewal of this license. 5. The Clerks Office has no issues or concerns with the renewal of this license.
BUDGET:	• Revenue: \$2,000 to 10-32-10 • Monthly transaction fees to 22-31-06
RECOMMENDATION:	All legal requirements have been met for the renewal of this license.
ATTACHMENT:	• 20250804 Valley High 2025 Renewal Application_Redacted.pdf • Commercial Lease



COLORADO
Department of Revenue
Enforcement Division – Marijuana
1707 Cole Blvd., Suite 300
Lakewood, CO 80401

July 23, 2025

VALLEY HIGH LLC
Valley High Hotchkiss
License Type: Retail Marijuana Store
License #: 402R-00934
Expiration date of license: 08/27/2025
512 2nd Street
Paonia, CO 81428

To whom it may concern:

The purpose of this correspondence is to inform you that should the renewal license investigation for VALLEY HIGH LLC continue past the date of expiration for the current license, the license will be administratively continued by the State Licensing Authority pursuant to 44-10-314 until the completion of the renewal license investigation. At the completion of the renewal license investigation, the Marijuana Enforcement Division will notify you of the outcome of the investigation.

Sincerely,

Dominique Mendiola
Division Director

If you choose to take the survey, the PAYMENT SCREEN will come up after you click the "Finish" button. Your application is not completed until you have paid and reached the confirmation screen.

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

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

Convenience : ☒

Faster Service : ☐

Time Savings : ☐

I thought it was the only option : ☐

Other : ☐

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

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

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

How convenient was the online application for you to complete? : 3- Neutral

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

Did you find the online application process easy to understand? : 4- Somewhat easy to understand

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

Please rate your overall online application experience. : 4- Satisfied

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

Comments :

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

Want to be contacted : No

Addendum B- Qualified Private Fund

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

Regulatory Agency Name(s):

Reporting agencies required reports submitted on: :

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

Field11-9sanc:

Questions

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

Current/Not Current : Current

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

Yes/No : Yes

Affirmation of Complete Application

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

I Affirm and Accept : ☒

Signature

Field 14-2sign : Micah Nichole Erickson

Date : 07/23/2025

Customer Survey

You can scroll to the bottom and click "Finish" to move directly to the PAYMENT SCREEN if you don't want to take the survey.

Reasonable Care (Choose one)

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

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

I,

Field 11-2 : Micah Nichole Erickson

, as Controlling Beneficial Owner or Manager for

Field 11-5 : Valley High LLC

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

Signature of Authorized Representative : Micah Nichole Erickson

Date : 07/23/2025

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

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

I,

Field 11-13 :

, as Controlling Beneficial Owner or Manager for

Field 11-15 :

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

Signature of Authorized Representative :

Date :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I Accept : ☒

Applicant's Signature : Micah Nichole Erickson

Date : 07/23/2025

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

I Accept : ☒

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

I Accept : ☒

Applicant's Signature : Micah Nicole Erickson

Date : 07/23/2025

Applicant's Request to Release Information

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

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

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

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

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

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

I Accept : ☒

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

I Accept : ☒

Legal Last Name : Erickson

Legal First Name : Micah

Legal Middle Name : Nichole

Signature : Micah Nichole Erickson

Date : 07/23/2025

Investigation Authorization/Authorization to Release Information

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

Facility Diagrams:

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

No Change : ☒

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

OrganizationalChart:

If no change to organizational chart, check box below.

No change to Org chart : ☒

Affirmation & Consent

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

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

I Accept : ☒

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

I Accept : ☒

Applicant's Signature : Micah Nichole Erickson

Date : 07/23/2025

Tax Check Authorization and Request To Release Information

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

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

Agreements:

VIVINT Purchase and Service Agreement.pdf

Provide a copy of any management agreement(s).

Copy of management agreements:

MANAGEMENT AGREEMENT.docx

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

Tax documentation:

ERICKSON MICAH 2023.pdf

ERICKSON MICAH 2024 Extension.pdf

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

Organizational Documents- Choose which is being provided.

Choose one : No Change

Upload document

Orgdocs:

Corporate Governance Document- Choose one

Choose one : No Change

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

CertificateGoodStanding:

If no change, check box.

No Change : ☒

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

Deed, lease, etc. : No Change

Upload proof of possession document here (unless there are no changes).

proofposdoc:

Local Licensing Authority

Local Licensing Authority (Type NA if not applicable) : Town Of Paonia

Local Licensing Authority Contact Name (if known) : Sam

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

Contact Email (if known) : samirav@townofpaonia.com

Current License Status with Local Authority

Status : Valid

Local License Expiration

Date of Expiration :

Renewal Required Disclosures

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

CopyofLocallicense:

RMJ 2024-4002 signed Paonia.pdf

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

List here : N/A

Upload written documentation of any sanctions, penalties, violations, etc. here, if not described above.

violationsupload:

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

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

FinancialStatements:

valley high paonia-p&I-1-1-25 to 5-31-25.pdf

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

Yes/No : No

If available online, cite location.

Online Location :

Corporate Owners:

Is the Owner a Natural Person? : Yes

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

First Name : Micah

Middle Name : Nichole

Last Name : Erickson

Business Associated With : Valley High LLC

Ownership Percentage in Controlling Entity/Parent Company : 100%

Ownership Percentage in Applicant :

If a CBO is NOT filling out this application, then upload a completed affirmation and release packet here for at least one Controlling Beneficial Owner. ☐

If you ARE the CBO, do not upload the packet. You will fill out the forms later in the application.

affirmationpacket:

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

Yes/No : No

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

Yes/No : No

Are any owners renewing their Owners Licenses with this application?

Yes/No : No

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

Yes/No : Yes

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

Yes/No : No

Have there been any changes to the licensed premises as defined in Rule 2-260. If YES, fill☐ out and provide details on Addendum E (Modification of Premises), included in this form.

Yes/No : No

List all Indirect Financial Interest Holders (if applicable).

Interest Holder:

Country : United States

Primary Contact Person

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

Phone Number : [REDACTED]

Email : valleyhighllc@gmail.com

Questions

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

Yes/No : No

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

Yes/No : No

Do you have legal possession of the licensed premises?

Yes/No : Yes

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

Yes/No : No

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

Yes/No : No

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

Yes/No : No

Ownership Structure

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

Federal Taxpayer ID (FEIN) : 853907518

Colorado Sales Tax License # [REDACTED]

Name of Registered Agent : Valley High LLC

Ownership Type : LLC

Are you a Publicly Traded Company?

Yes : ☐

Are you supported by a Qualified Private Fund?

Yes : ☒

Are you supported by a Qualified Institutional Investor (QII)?

Yes : ☐

Physical Address

Street Address of Marijuana Business : 512 2nd Street

City : Paonia

County : Delta

State : Colorado - CO

ZIP : 81428

Country : United States

Phone Number : 9705271077

Business Email : valleyhighllc@gmail.com

Mailing Address

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

City : Paonia

County : Delta

State : Colorado - CO

Zip : 81428

LOCAL AUTHORITY COPY

Renewal Application Information

At this time, Social Equity Fees cannot be paid when utilizing online application submission. Please use the hard copy applications, which can be dropped off or mailed to the MED Lakewood office, or an appointment can be made to submit the application in person at the MED Lakewood office.

Renewal Application Instructions and Checklist

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

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

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

See fee table on website: <https://med.colorado.gov/>

All Forms Signed

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

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

Please go [here](#) for the affidavits and release packet - (use this only if a CBO is NOT filling out this application.)

Business Information

Applicant's Legal Business Name : VALLEY HIGH LLC

License Number : 402R-00934

License Type : Retail Marijuana Store

License Expiration Date : 08/27/2025

Choose the type of grow if renewing a cultivation.

Indoor, Outdoor or Mixed : N/A

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

Mobile, etc. :

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

Trade Name(s) (DBA) : N/A

Town of Paonia
PO Box 460
214 Grand Avenue
Paonia CO 81428-0460 (970) 527-4101

Receipt No: 1.000186851 Aug 4, 2025

Valley High

Previous Balance:		.00
App. Fees, Licenses - Marijuana Licenses & Renewal - 2025		2,000.00
Total:		2,000.00
Check	Check No: 1130	2,000.00
Total Applied:		2,000.00
Change Tendered:		.00

08/04/2025 3:22 PM

PAID

AUG 04 2025

TOWN OF PAONIA
214 GRAND AVENUE

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (this "Agreement") is made this June 10th, 2025 by and between Win Win LLC, an entity located at PO Box 1626, Paonia CO 81428 "Landlord" and and Valley High LLC an entity/individual located at 512 2nd Street, Paonia, CO 81428 ("Tenant"). In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Demised Premises. The premises leased shall consist of 726 square feet commercial space located at the property known as 512 2nd street, Paonia, CO 81428 in the building or complex (the "Real Property") (the "Demised Premises").

A) Size of Premises. The Demised Premises consists of approximately 726 square feet of retail space and a carport and comprises approximately 44% of the total leasable area in the building or complex. The square footage of the Demised Premises shall be determined by measuring from the outside of all exterior walls to the centerline of any demising walls. Landlord's architect or building contractor may measure the Demised Premises to make a final determination of the size.

B) Reserved Uses. Landlord reserves to itself the use of the roof, exterior walls, and the area above and below the Demised Premises, together with the right to install, maintain, use, repair, and replace pipes, ducts, conduits, wires and structural elements leading through the Demised Premises and which serve either the Demised Premises or other parts of the building or complex.

C) Common Area. Landlord grants to Tenant the non-exclusive right to use, in common with all other tenants or occupants of the Real Property, the Common Area of the Real Property. The term "Common Area" shall mean all areas and improvements in the Real Property, which are not leased or held for lease to tenants. The Common Area shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time-to-time to change the sizes, locations, shapes, and arrangements of the Common Area; restrict parking by Tenant and other tenants to designated areas; and do and perform such other acts in and to the Common Area and adopt, modify, and enforce such rules and requirements as Landlord in its sole discretion deems advisable. Landlord shall maintain the Common Area in good repair and reasonably clear of debris.

D) Parking Spaces. Landlord agrees that Tenant, including its guests, employees, agents, and customers, has the right to use any parking space(s) located in the building parking lot on a reasonable non-exclusive first-come, first serve basis. Tenant accepts and understands that parking privileges granted are personal to the Tenant and such parking privileges may not be assigned or sublet. Tenant will not pay Landlord a fee for the use of such parking privileges. Tenant or guests may not leave vehicles parked overnight, unless prior written consent has been obtained from landlord.

E) Storage Facilities. This Agreement and the Demised Premises does not include the use of any storage facilities on the Real Property.

2. Agreement to Lease. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord, the Demised Premises according to the terms and conditions of this Agreement.

3. Term of Lease. The term of this Agreement shall commence on August 1st, 2025 ("Commencement Date") and ending at midnight on July 31st, 2027 ("Termination Date").

4. Rental Terms. With respect to the terms of the rental:

WME (Initials) 6/15/25 (Date)

A) Base Rent. Tenant shall pay to Landlord, from the Commencement Date and throughout the term of this Agreement, \$1,150.00, payable on a monthly basis ("Base Rent"). Base Rent is due no later than the 1st day of the payment period. Rent can be deposited to Win Win LLC at Oakstar Bank in Paonia, CO at 133 Grand Ave. The Account number for the deposit is: 120000260. If setting up an auto transfer / ACH the routing number is: 086519159. Or Tenant can mail a check payable to Win Win, LLC to: PO Box 1626 Paonia, CO 81428. Tenant must notify Landlord how they plan to pay, deposit preferred. Please put the room number in the memo note of the check.

B) Operating Cost. N/A

C) Taxes. Landlord shall pay all real estate taxes and assessments levied against all or any part of the Demised Premises, the Real Property, and the improvements thereon.

D) Payment of Rent. Base Rent and Operating Cost under this Agreement may collectively be referred to as "Rent" or "Rents." All Rents shall be made payable to Landlord and delivered to the address stated above or to another address as Landlord may designate upon reasonable notice to Tenant.

E) Partial Payments. Any partial payments shall be applied to the earliest installment due, and no endorsement or statement on any check or any letter accompanying any check or payment as to same shall be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment and any other amounts then due or to pursue any other remedy of Landlord set forth in this Agreement.

F) Past Due Payments. If any amount due under this Agreement remains unpaid five (5) days after it is due, a late charge equal to \$20.00 per day ("Late Charge") shall be paid by Tenant to Landlord until such time as Tenant is current on all amounts due Landlord (including all Late Charges). If any amount due under this Agreement remains unpaid for more than thirty (30) days after it is due, then in addition to the Late Charge, such unpaid amounts shall bear interest at the rate of 10% per month. In the event Landlord receives a payment from Tenant which is returned for insufficient funds, Landlord may, without limiting Landlord's other remedies, charge Tenant a fee in the amount of \$50.00 to cover Landlord's overhead and administrative expenses and/or require that all payments thereafter be bank certified or cashier's checks. In addition, all service charges from Tenant's financial institution due to non-sufficient funds shall be paid by Tenant.

G) Security Deposit. Tenant shall, at the time of executing this Agreement, deposit with Landlord as a security deposit the sum of \$2,150.00 which will be covered in full by the Security Deposit from the previous Lease between Tenant and Landlord executed May 24th of 2024. The Security Deposit shall serve as security for the full performance of the obligations and covenants of Tenant under this Agreement. Such deposit shall not accrue interest for Tenant, shall not be considered a Rental payment, final or otherwise, and shall not be considered to limit or relieve Tenant from any obligation or liability to Landlord. In the event of a default by Tenant under the terms of this Agreement, Landlord may apply such deposit toward the cure of such default without notice to Tenant. Upon complete performance by Tenant of all its obligations under or with respect to this Agreement, any remaining portion of such deposit to which Tenant is entitled shall be refunded to Tenant. Landlord may transfer the security deposit to any purchaser of Landlord's interest in the Demised Premises, in which event Landlord shall be discharged from any further liability with respect to such deposit and Tenant will look solely to the purchaser of Landlord's interest for any return of said deposit.

H) Holding Over. If Tenant remains in possession of the Demised Premises after the expiration of the initial Lease Term or any renewal Term without the execution of a new lease, it shall be deemed to be a tenant from month-to-month, subject to all conditions, provisions and obligations of this Agreement

ME (Initials) 6/15/23 (Date)

insofar as the same are applicable to a month-to-month tenancy except that the Base Rent shall be one and fifteen hundredths (1.15) times the Base Rent applicable immediately prior to the expiration of the Term. If Tenant decides to terminate Lease after Lease has expired and is on a month to month basis they must give 1 months notice prior to the 1st of the month.

5. Use, Occupancy and Condition of Premises.

A) Use and Occupancy. Tenant shall use and occupy the Demised Premises for licensed retail marijuana store. The Demised Premises shall be used for no other purpose without the advance written consent of Landlord. Tenant shall operate the Demised Premises in a clean and dignified manner and in compliance with all applicable laws, regulations, rules, and ordinances. Tenant shall provide its own janitorial services for Demised Premise. Tenant shall use the Demised Premises for no unlawful purpose or act; shall commit or permit no waste or damage to the Demised Premises; shall, at Tenant's expense, comply with and obey all applicable laws, regulations, or orders of any governmental authority or agency; shall not do or permit anything to be done in or about the Demised Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Real Property; and shall comply with all the rules and requirements promulgated by Landlord with respect to the Real Property, as the same may be amended from time to time. Tenant agrees as follows:

I. All loading and unloading, delivery and shipping of goods shall be conducted in such areas and through the entrances designated by Landlord.

II. No window coverings, such as curtains, blinds or shades, shall be placed on the windows of Demised Premises unless approved by Landlord.

III. N/A

IV. All garbage and refuse shall be kept in the size and kind of container, and in a location approved by Landlord. Tenant shall not burn any trash or garbage in or about the Real Property.

V. No aerial, loudspeaker, satellite dish, sound amplifier, equipment, displays, or advertising shall be erected on the roof or exterior walls of the Demised Premises, or on other areas of the Real Property without the prior written consent of Landlord.

VI. N/A

VII. No activity will take place on the Demised Premises or common areas which shall cause any odor which can be smelled other than by persons who are within the Demised Premises.

VIII. Tenant shall keep the Demised Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

IX. Tenant shall not permit or place any obstructions or merchandise in any common areas, including but not limited to, corridors, all sidewalks in front of, on the side of, or in the back of the Demised Premises.

X. The plumbing facilities in the Demised Premises shall not be used for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. Tenant shall be responsible for the proper and lawful disposal of all cooking grease used within the Demised Premises.

YME (Initials) 10/15/25 (Date)

XI. Tenant shall keep all windows, window sills, window frames and exterior signs of the Demised Premises clean.

XII. No merchandise shall be stored in the Demised Premises except that which Tenant is selling in the normal course of business in, at, or from the Demised Premises.

XIII. No auctions or tent sales shall be held within the Demised Premises or on or within any portion of the Real Property, except with the prior written consent of Landlord.

XIV. Landlord shall have the right to prohibit the continued use by Tenant of any unethical or unfair method of business operation, advertising or interior display if, in Landlord's opinion, the continued use thereof would impair the reputation of the Real Property as a first-class facility or is otherwise out of harmony with the general character thereof, and upon notice from Landlord shall forthwith refrain from or discontinue such activities.

XV. Tenant shall keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

XVI. Tenant shall not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

XVII. Tenant shall keep the entry ways and sidewalk/walkway in front of the Demised Premise clear of all debris, trash and litter, and shall keep the same swept, maintained and snow and ice removed therefrom.

XVIII. Tenant and Tenant's patients/guests shall occupy Demised Premises only during operating hours. Operating hours are five thirty in the morning mountain standard time (5:30am MST) to nine thirty in the evening mountain standard time (9:30pm MST). Unless prior written consent has been received by landlord.

XIX. Tenant and Tenant's patients/guests shall not stay overnight at the Demised Premises or in Common Areas.

B) Environmental Restrictions. Tenant shall not use the Demised Premises for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste ("Hazardous Material"), and that the Demised Premises will be used only in compliance with any and all environmental laws, rules and regulations applicable thereto. Landlord shall have the right, but not the duty, to inspect the Demised Premises and conduct tests thereon should Landlord have a reasonable belief there is Hazardous Material on the Demised Premises. In the event tests indicate the presence of such Hazardous Material, and Tenant has not removed the Hazardous Material on demand, Landlord shall have the right to immediately enter the Demised Premises to remedy any contamination found thereon. In exercising its rights herein, Landlord shall use reasonable efforts to minimize interference with Tenant's business, but such entry

shall not constitute an eviction of Tenant, in whole or in part, and Landlord shall not be liable for any interference, loss, or damage to Tenant's property or business caused thereby, provided such contamination is not caused by or the result of Landlord's actions, or the actions. If any lender or governmental agency shall ever require testing to ascertain whether there has been a release of Hazardous Material, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional Rent if such requirement arose because of Tenant's storage or use of Hazardous Material on the Demised Premises. Tenant shall execute affidavits, representations and the like from time to time, at Landlord's reasonable request, concerning Tenant's best actual knowledge

YME (Initials) 6/15/25 (Date)

and belief regarding the presence of any Hazardous Material on the Demised Premises or Tenant's intent to store or use Hazardous Material on the Demised Premises.

C) Condition and Acceptance of Premises. Tenant accepts the Demised Premises in their current condition and acknowledges that the Demised Premises is in good order and repair, unless otherwise indicated herein. By occupying the Demised Premises, Tenant shall be conclusively deemed to have accepted the Demised Premises as being in the condition required by this Agreement. If requested by Landlord, Tenant will sign a statement confirming the Commencement Date and ratifying acceptance of the Demised Premises. In addition, Tenant shall have a three (3) day waiting period to discover any defects and shall notify Landlord immediately of the same.

6. Property in Demised Premises. With respect to the property:

A) Right to Leasehold Improvements. All leasehold improvements (other than Tenant's trade fixtures), such as light fixtures and heating and air conditioning equipment, shall, when installed, attached to the freehold and become and remain the property of Landlord. All Tenant's trade fixtures shall remain the property of Tenant, subject at all times to any of Landlord's liens for Rental and other sums which may become due to Landlord under this Lease or otherwise. Tenant shall be allowed to remove all such trade fixtures upon termination of this Lease, provided that Tenant is not in default in any of the terms and provisions of this Lease.

B) Risk and Loss of Tenant's Personal Property. All of Tenant's personal property which may at any time be in the Demised Premises shall be at Tenant's sole risk, or at the risk of those claiming under Tenant. Landlord shall not be liable for any damage to said property or loss of business suffered by Tenant which may be caused by water from any source whatsoever including the bursting, overflowing, or leaking of sewer or steam pipes or from the heating or plumbing fixtures or from electric wires or from gas or odor or leaking of the fire suppression system.

7. Repairs and Maintenance. With respect to repair and maintenance obligations:

A) Landlord's Obligation to Repair and Maintain. Landlord shall be responsible for repairing and maintaining the Demised Premises in good condition and for making such modification or replacements thereof as may be necessary or required by law or ordinance, specifically for the following:

- Foundation and structural components of the building
- Exterior walls but excluding (windows, doors, window and door frames, plate glass)
- Roof, gutters and downspouts

However, Tenant shall reimburse Landlord for any such maintenance, repairs, or replacements made necessary by any acts of Tenant. Landlord reserves and at all times shall have the right to enter the Demised Premises in any emergency and also during regular business hours upon advance written notice to inspect the same, and to repair the Demised Premises and any portion of the Real Property or Common Area, without abatement of Rent.

B) Tenant's Obligation to Repair and Maintain. All maintenance, repairs, or replacements relating to the Demised Premises which are not the obligation of Landlord shall be the obligation of Tenant and shall be made by Tenant at Tenant's sole cost and expense. Tenant shall keep and maintain the Demised Premises in good repair and order at all times. Tenant shall be responsible for the maintenance, repair and replacement of the following:

- Sink and plumbing issues related to Tenant Use in Demised Premises
- Flooring and lighting inside Demised Premises

C) Remodeling. Tenant shall not do the following:

YME (Initials) 6/15/25 (Date)

- Paint, decorate, or in any way change the exterior (or the appearance) of the Demised Premises without prior written consent of Landlord.
- Remodel, make additions, alterations or structural changes to the interior of the Demised Premises without prior written consent of Landlord, which consent will not be unreasonably withheld; however, the Tenant is permitted to paint and decorate the interior of the Demised Premises without prior consent of Landlord.
- Enter upon the roof or install or place any equipment, lines, wires, displays, advertising or anything else whatsoever thereon without the prior written consent of Landlord, which consent may be denied, conditioned or withheld at Landlord's sole discretion.
- All nail holes, pin holes and wall hangings must be fixed and repaired by Tenant prior to Lease termination. If repairs are not made or are not made satisfactorily, then the cost to fix shall be taken out of the Tenants security deposit.

D) No Liens Permitted. No person shall ever be entitled to any lien, directly or indirectly, derived through or under Tenant, or through or under any act or omission of Tenant, upon the Demised Premises, or any improvements now or hereafter situated thereon, or upon any insurance policies taken out upon the Demised Premises, or the proceeds thereof, for or on account of any labor or materials furnished to the Demised Premises, or for or on account of any matter or thing whatsoever; and nothing in this Agreement contained shall be construed to constitute a consent by Landlord to the creation of any lien. In the event that any such lien shall be filed, Tenant shall cause such lien to be released within thirty (30) days after actual notice of the filing thereof, or shall within such time certify to Landlord that Tenant has a valid defense to such claim and such lien and furnish to Landlord a bond, satisfactory to Landlord, indemnifying Landlord against the foreclosure of such lien. In addition to any other remedy herein granted, upon failure of Tenant to discharge such lien or to post a bond indemnifying Landlord against foreclosure of any such lien as above provided, Landlord, after notice to Tenant, may discharge such lien, and all expenditures and costs incurred thereby, with interest thereon, shall be payable as further Rent hereunder at the next Rent payment date.

8. Insurance and Indemnification. With respect to insurance and indemnification:

A) Mutual Waiver of Subrogation. If either party suffers loss or damage which is caused by the other party, but which is covered by the injured party's insurance, the injured party waives any claim it might have against the other party to the extent that it is compensated by the insurance required under this Agreement; and each party agrees to obtain from its insurer a provision and acknowledgement of this waiver and an agreement that the insurance carrier will not be subrogated to the rights of the injured party to the extent that these rights have been waived above.

B) Mutual Hold Harmless. It is agreed that Tenant shall defend, hold harmless and indemnify Landlord, its officers, agents and employees from any and all claims for injuries to persons or damage to the Demised Premises which result from the negligent acts or omissions of Tenant, its officers, agents or employees, in the performance of this Agreement. It is further agreed that Landlord shall defend, hold harmless and indemnify Tenant, its officers, agents and/or employees from any and all claims for injuries to persons and/or damage to the Demised Premises which result from the negligent acts or omissions of Landlord, its officers, agents and/or employees, in the performance of this Agreement. In the event of the concurrent negligence of Tenant and Landlord, then the liability for any and all claims for injuries or damages which arise out of the performance of the terms and conditions of this Agreement shall be apportioned in accordance with the law of the state in which the Real Property is located.

C) Tenant's Indemnity. Tenant shall and hereby does indemnify and hold Landlord harmless from and against any and all claims arising from: (a) Tenant's use or occupancy of the Premises or the conduct of Tenant's business or profession; or (b) any willful or negligent acts or omissions of Tenant, or of Tenant's agents, employees, contractors or invitees. Tenant shall and hereby does further indemnify, defend and hold Landlord harmless from and against all costs, attorneys' fees, expenses and liabilities

YME (Initials) 6/15/25 (Date)

incurred in connection with any such claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant upon notice from Landlord, shall defend same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's negligence or intentional misconduct, and Tenant hereby waives all claims in respect thereof against Landlord.

9. Signs. With respect to signs:

A) Exterior Sign. Tenant can install a sign acceptable to Landlord on the front of the Demised Premises, hereinafter referred to as "Exterior Sign" prior to opening for business. Any Exterior Sign must be approved by Landlord and shall comply with the requirements of Landlord. Landlord reserves the right to reject any Exterior Sign design it feels is inappropriate for any reason in its sole discretion. Tenant shall be solely responsible for the cost of fabrication, installation, and maintenance of the Exterior Sign. Landlord shall pre-approve signage package to be attached to the Lease for the duration of the Lease and all renewals thereof.

B) Other Signs. All signs, banners, lettering, advertising, lighting, or any other things of any kind visible from the exterior of the Demised Premises installed or affixed by Tenant shall be first approved in writing by Landlord and the location and method of installation of the same shall be approved by Landlord in its sole discretion. Landlord agrees that such approval shall not be unreasonable withheld.

10. Utility Services. Commencing on the date on which Landlord delivers possession of the Demised Premises to Tenant, Tenant shall make payments for the following utilities based upon or in connection with the Demised Premises.

Tenant is responsible for making payments for the following utilities:

- Town of Paonia Water, sewer, trash and sidewalk
- DMEA Electric
- Elevate Internet

11. Access, Surrender, and Assignment. With respect to access, surrender, and assignment:

A) Access. Tenant shall permit Landlord to inspect or examine the Demised Premises during business hours upon advanced written notice or at any time without notice in the event of an emergency, and shall permit Landlord to enter and make such repairs, alterations, improvements, or additions in the Demised Premises or the Real Property of which the Demised Premises is a part, that Landlord may deem necessary.

B) Surrender. Tenant shall deliver and surrender to Landlord possession of the Demised Premises upon expiration of this Agreement, or upon earlier termination as herein provided, in as good condition and repair as the same shall be on the Commencement Date.

C) Removal and Restoration. Any and all trade fixtures and equipment installed by Tenant may be removed by Tenant at the termination of this Agreement, provided that Tenant shall not be in default in the performance of any of Tenant's obligations hereunder and provided that Tenant shall repair any and all damage caused to the Demised Premises by the removal of any such trade fixtures and equipment. Any property not so removed at the expiration of the Term hereof shall be deemed to have been abandoned by Tenant and may be retained or disposed by Landlord. Tenant shall not remove any leasehold improvements or non-trade fixtures and shall surrender the Demised Premises upon termination of the tenancy created by this Agreement in the same condition as the Demised Premises were required to have been in on the Commencement Date, ordinary wear and tear and damage by

YME (Initials) 10/15/25 (Date)

fire or other insured casualty excepted.

D) Assignment and Subletting. Tenant shall not assign, mortgage, encumber or transfer any interest in this Agreement, or sublet the Demised Premises in whole or in part, nor grant a license or concession in connection therewith without Landlord's prior written consent, which consent shall be at Landlord's sole discretion.

12. Damage to Premises. With respect to damage to the Premises:

A) Substantial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed one hundred thousand dollars (\$100,000.00 usd) of the then replacement value thereof, then the parties may, at their option, within thirty (30) days after the occurrence of such casualty, terminate this Agreement upon written notice.

B) Partial Damage. In the event the Demised Premises or the Real Property of which the Demised Premises constitute a part shall be partially damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than one hundred thousand dollars (\$100,000.00 usd) of the then replacement value thereof, or in the event Landlord does not elect to terminate this Agreement as a result of substantial damage, then Landlord shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, the Landlord's obligation to repair or restore shall not be limited to restoring the structural portions of the Demised Premises and shall include repairs or the restoration of any of Tenant's fixtures, improvements or other alterations made by Tenant in or upon the Demised Premises. Notwithstanding anything provided herein to the contrary, the Landlord's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) as a result of any such casualty. In the event the fire insurance proceeds received by Landlord (less any costs incurred by Landlord in collecting the same) are insufficient to rebuild the Demised Premises and/or the Real Property, then Landlord shall have the option to terminate the Lease upon notice to Tenant within thirty (30) days after Landlord's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

C) Rents Upon Damage or Destruction. In the event this Agreement is terminated in the manner set forth above, the Rents shall be apportioned to the time of such casualty. In the event this Agreement is not terminated and Landlord elects to restore or repair the Demised Premises, then the Rent payable by Tenant shall be equitably abated based on the square footage in the Demised Premises which are useable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any Operating Costs.

13. Eminent Domain. With respect to eminent domain:

A) Condemnation of Demised Premises. If the whole or any substantial part of the Demised Premises shall be taken or acquired by any public or quasi-public authority under the power or threat of eminent domain, for other than a temporary period, the Lease Term shall cease as of the day possession shall be taken by such public or quasi-public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of any rent which may have been paid in advance for any period subsequent to the date possession is taken. In the event that during the term of this Agreement the Demised Premises, or any part thereof, or more than 1% of the Real Property or of the Common Area is taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Agreement and the term hereby granted shall be terminable at Landlord's sole option and if Landlord so terminates then this Agreement shall expire on the date when possession shall be taken by the condemner and the Base Rent herein reserved shall be apportioned and paid in full to that date and all prepaid Base Rent shall forthwith be repaid by Landlord to Tenant. In the event Landlord does not elect

YME (Initials) 6/15/25 (Date)

to cancel or terminate this Agreement as provided above, then Landlord shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Agreement shall continue in full force and effect except that, during such restoration, the Base Rent payable pursuant to the terms of this Agreement shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any Operating Costs, provided further, however, the Landlord's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, in the event the net condemnation award received by Landlord is insufficient to restore or rebuild the structural portions of the Demised Premises the Landlord shall have the option within one (1) days after Landlord's receipt of the net condemnation, to cancel and terminate this Agreement, and Tenant shall be limited to consequential damages only.

B) Condemnation Award. All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of the Landlord. Nothing herein shall prevent Tenant from pursuing a separate award from the condemning authority for its moving expenses or for the taking of its personal property, as long as Tenant's award does not reduce Landlord's award from the condemning authority.

14. Insolvency and Bankruptcy. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or any of the persons constituting Tenant, or an assignment by Tenant or any of the persons constituting Tenant for benefit of creditors or any action taken or suffered by Tenant or any of the persons constituting Tenant under any insolvency, bankruptcy, or reorganization act, shall constitute a breach of this Agreement by Tenant. In no event shall this Agreement be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this Agreement or any rights or privileges hereunder be an asset of Tenant or any of the persons constituting Tenant under any bankruptcy, insolvency, or reorganization proceedings.

15. Default. With respect to default:

A) Rights in Event of Default of Tenant. If Tenant shall abandon or vacate the Leased Premises or fail to pay Rent at the time prescribed in this Agreement, or if after fifteen (15) days written notice from Landlord, Tenant shall fail to cure any other default in the performance of its obligations under this Agreement (unless Tenant is then proceeding in good faith to cure such default and continues to do so until the default is cured), then, in addition to any other rights or remedies Landlord may have by law or otherwise, Landlord shall have the right to re-enter and take possession of the Demised Premises without legal process and remove all persons and property therefrom. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may terminate Tenant's rights under this Agreement, re-let the Demised Premises or any part thereof for such term and at such rent and upon such other terms and conditions as Landlord in the exercise of Landlord's sole discretion may deem advisable, with the right to make alterations and repairs to the Demised Premises. Upon each such re-letting, Tenant immediately shall be liable for payment to Landlord of any indebtedness of Tenant (other than Rent due hereunder), the cost and expense of such re-letting, and of such alterations and repairs incurred by Landlord, and the amount, if any, by which the Rent reserved in this Agreement, which are Tenant's responsibility under the provisions of this Agreement for the period of such re-letting, exceeds the amount agreed to be paid as rent by the new tenant for the Demised Premises for such period of such re-letting.

B) Costs and Payment of Rents. Should Tenant at any time be in default under this Agreement, Tenant shall be liable for all costs Landlord may incur on account of such default, including the cost of recovering the Demised Premises, any and all attorney fees and court costs relating thereto. In addition, should Landlord at any time terminate this Agreement and Tenant's rights under this Agreement for any default, in addition to any other remedy Landlord may have, Landlord may recover

YME (Initials) 6/15/23 (Date)

from Tenant all damages Landlord may incur by reason of such default, and including the Rent reserved and charged in this Agreement for the remainder of the Term discounted to present value, less the present rental value of the Demised Premises for the rest of the Term (discounted in the same manner), all of which amounts shall be immediately due and payable with attorney fees from Tenant to Landlord and without relief from valuation, and Landlord shall have no obligation to re-let. Tenant's liability for the default damages and/or re-letting costs shall survive any termination of this Agreement.

C) Right of Removal of Tenant's Property. Landlord shall have the right to remove all or any part of Tenant's property from the Demised Premises. Any property removed may be either: (a) Stored in any public warehouse or elsewhere at the cost of, and for the account of, Tenant and Landlord shall not be responsible for the care or safekeeping thereof, or (b) sold at a private or public sale and the proceeds of such sale, after sale expenses, shall be used to offset any Rent due to Landlord. Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts.

D) Default of Landlord. Landlord shall in no event be charged with default in the performance of its obligation under this Agreement unless and until Landlord shall have received written notice from Tenant specifying wherein Landlord has failed to perform any obligation hereunder, and Landlord shall have failed to perform such obligation, or remedy such default, within thirty (30) days of such notice from Tenant (or shall then have failed in good faith to start and be diligently pursuing the cure of any such default which reasonably takes longer than ninety (90) days to cure).

16. Quiet Enjoyment. Landlord agrees that if Tenant pays the Rent and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, then Tenant shall, at all times during said Term, have the peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Demised Premises or Real Property as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises of the Real Property.

17. Miscellaneous.

A) Waivers. No waiver of any condition or covenant in this Agreement by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant of this Agreement.

B) Subordination. Tenant agrees, at the request of Landlord, to subordinate this Agreement to any mortgage placed upon the Demised Premises or the Real Property or any one or more of them by Landlord provided that the holder of such mortgage enters into an agreement with Tenant, binding upon the successors and assigns of the parties thereto, by the terms of which such holder agrees not to disturb the possession, peaceable and quiet enjoyment and other rights of Tenant under this Agreement. In addition, so long as Tenant continues to perform its obligations hereunder, in the event of acquisition of title by said holder through foreclosure proceedings or otherwise holder agrees to accept Tenant as tenant of the Demised Premises under the terms and conditions of this Agreement and to perform the Landlord's obligations hereunder (but only while owner of the Demised Premises), and Tenant agrees to recognize such holder or any other person acquiring title to the Demised Premises as Landlord. The parties agree to execute and deliver any appropriate instruments necessary to carry out the agreements contained herein.

C) Notices and Certificates. All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be delivered in person, by overnight courier service, via certified or registered mail, or by first class U.S. mail, postage prepaid, to Landlord and Tenant at the address as specified above, or to such other addresses which a party may designate in writing delivered to the other party for such purpose. Date of service of a notice served by mail shall be one business day

YME (Initials) 10/15/20 Date)

following the date on which such notice is deposited in a post office box of the United States Postal Service.

D) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.

E) Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, not including its conflicts of law provisions.

F) Dispute Resolution. Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association. If Tenant or Landlord institutes a lawsuit or arbitration against the other for violation of, or to enforce any covenant or condition of this contract, whoever prevails in such lawsuit or arbitration will be entitled to all of its costs and expenses incurred in connection with such lawsuit, including, without limitation, attorneys' fees. The "prevailing party" in such action will be determined by the court or American Arbitration Association.

G) Force Majeure. In the event that either party shall be delayed or hindered in or prevented from doing or performing any act or thing required in this Agreement by reason of strikes, lock-outs, casualties, acts of God, labor troubles, inability to procure materials, failure of power, governmental laws or regulations, riot, insurrection, war or other causes beyond the reasonable control of such party, then such party shall not be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

H) Complete Agreement. This Agreement contains a complete expression of the agreement between the parties and there are no promises, representations or inducements except such as are herein provided.

I) Successors in Interest. The covenants, agreements, terms, conditions and warranties of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns, but shall create no rights in any other person except as may be specifically provided for herein.

J) Additional Provisions. Tenant is responsible for snow removal, weeding and watering landscape area.

K) No pets are allowed except 1 African Grey parrot and Hoyt the service dog.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the first date written above.

Win Win, LLC
Landlord Name


Representative Signature

Patrick McCarney
Representative Name and Title

ME (Initials) 6/15/23 (Date)

Micah Erickson
Tenant Signature

Micah Erickson
Tenant Name

ME (Initials) 6/15/20 (Date)

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
ADP, INC								
1352	ADP, INC	695562923	Payroll Direct Deposit Recall and Reversal	07/18/2025	25.00		10-42-03 SALARIES & WAGES	07/31/2025
1352	ADP, INC	696191762	Payroll Services, Time & Attendance	07/25/2025	66.55		10-41-20 LEGAL, ENGINEERING & PR	07/31/2025
1352	ADP, INC	696191762	Payroll Services, Time & Attendance	07/25/2025	98.44		10-42-20 LEGAL, ENGINEERING & PR	07/31/2025
1352	ADP, INC	696191762	Payroll Services, Time & Attendance	07/25/2025	30.90		60-50-20 LEGAL, ENGINEERING & PR	07/31/2025
1352	ADP, INC	696191762	Payroll Services, Time & Attendance	07/25/2025	30.90		70-51-20 LEGAL, ENGINEERING & PR	07/31/2025
1352	ADP, INC	696191762	Payroll Services, Time & Attendance	07/25/2025	30.90		80-52-20 LEGAL, ENGINEERING & PR	07/31/2025
Total ADP, INC:					282.69			
AFLAC								
749	AFLAC	445114	AFLAC ACH	07/15/2025	97.08		10-0225 AFLAC COVERAGE	07/31/2025
Total AFLAC:					97.08			
AMAZON BUSINESS								
1341	AMAZON BUSINESS	1KK1-VRMH-CTPQ	Office Supplies and Misc Items	07/01/2025	122.36		10-41-15 OFFICE SUPPLIES	08/31/2025
1341	AMAZON BUSINESS	1KK1-VRMH-CTPQ	Office Supplies and Misc Items	07/01/2025	42.55		10-42-15 OFFICE SUPPLIES	08/31/2025
1341	AMAZON BUSINESS	1KK1-VRMH-CTPQ	Office Supplies and Misc Items	07/01/2025	57.20		60-50-15 OFFICE SUPPLIES	08/31/2025
1341	AMAZON BUSINESS	1KK1-VRMH-CTPQ	Office Supplies and Misc Items	07/01/2025	17.95		70-51-15 OFFICE SUPPLIES	08/31/2025
1341	AMAZON BUSINESS	1KK1-VRMH-CTPQ	Office Supplies and Misc Items	07/01/2025	18.21		80-52-15 OFFICE SUPPLIES	08/31/2025
1341	AMAZON BUSINESS	1KK1-VRMH-CTPQ	Sound Level Meter for PD	07/01/2025	391.60		10-42-74 MACHINERY & EQUIPMENT	08/31/2025
1341	AMAZON BUSINESS	1QNV-WFDD-CWRC	Motorcycle Parking Stencil	08/01/2025	78.79		10-45-16 OPERATING SUPPLIES	08/31/2025
Total AMAZON BUSINESS:					728.66			
Archuleta, Benny								
1245	Archuleta, Benny	ARCH7-2025	ORC Services	08/01/2025	750.00		60-50-20 LEGAL, ENGINEERING & PR	08/31/2025
1245	Archuleta, Benny	ARCH7-2025	ORC Services	08/01/2025	750.00		70-51-20 LEGAL, ENGINEERING & PR	08/31/2025
Total Archuleta, Benny:					1,500.00			
Badger Meter, Inc.								
654	Badger Meter, Inc.	80204456	Water Metering	07/29/2025	81.04		60-50-31 DUES & SUBSCRIPTIONS	08/31/2025
Total Badger Meter, Inc.:					81.04			
Black Hills Energy								
987	Black Hills Energy	ACC0878 8320 35 CONF 1	Gas for Account 0878832035	07/29/2025	36.08		10-46-28 UTILITIES	07/31/2025
987	Black Hills Energy	ACC5058039592CON8390	STREETS - GAS UTILITIES	07/29/2025	13.21		10-45-28 UTILITIES	08/31/2025
987	Black Hills Energy	ACC5058039592CON8390	WATER - GAS UTILITIES	07/29/2025	13.21		60-50-28 UTILITIES	08/31/2025
987	Black Hills Energy	ACC5058039592CON8390	WW - GAS UTILITIES	07/29/2025	13.21		70-51-28 UTILITIES	08/31/2025
987	Black Hills Energy	ACC5058039592CON8390	SANITATION - GAS UTILITIES	07/29/2025	13.19		80-52-28 UTILITIES	08/31/2025
987	Black Hills Energy	ACC5315712897 CONF56	Gas for Account 5315712897	07/29/2025	27.45		10-41-28 UTILITIES	07/31/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
987	Black Hills Energy	ACC5315712897 CONF56	Gas for Account 5315712897	07/29/2025	27.44		10-42-28 UTILITIES	07/31/2025
987	Black Hills Energy	ACC9843021504 CONF24	Gas for Account 9843021504	07/29/2025	28.70		60-50-28 UTILITIES	07/31/2025
Total Black Hills Energy:					172.49			
Bluebeam Inc.								
1464	Bluebeam Inc.	2459930	Project Management Tool Subscription	08/05/2025	330.00		10-41-31 DUES & SUBSCRIPTIONS	08/31/2025
1464	Bluebeam Inc.	2459930	Project Management Tool Subscription	08/05/2025	330.00		60-50-31 DUES & SUBSCRIPTIONS	08/31/2025
1464	Bluebeam Inc.	2459930	Project Management Tool Subscription	08/05/2025	330.00		70-51-31 DUES & SUBSCRIPTIONS	08/31/2025
Total Bluebeam Inc.:					990.00			
BOWMAN, KAJA								
1389	BOWMAN, KAJA	TRAVEL REIMBURSEME	<i>CCCMA Training</i> Travel Reimbursement July 2025	07/16/2025	84.83		10-41-26 TRAVEL, MEETINGS & TRAI	07/31/2025
Total BOWMAN, KAJA:					84.83			
Bruin Waste								
1307	Bruin Waste	697630	Portable Toilet 7.23 to 8.19	07/23/2025	99.75		60-50-24 RENTALS	08/31/2025
Total Bruin Waste:					99.75			
Caselle, Inc								
21	Caselle, Inc	INV-09911	Caselle Maintenance & Support Sept 2025	08/01/2025	278.25		10-41-33 DATA PROCESSING	08/31/2025
21	Caselle, Inc	INV-09911	Caselle Maintenance & Support Sept 2025	08/01/2025	278.25		10-42-33 Data Processing	08/31/2025
21	Caselle, Inc	INV-09911	Caselle Maintenance & Support Sept 2025	08/01/2025	556.50		60-50-33 DATA PROCESSING	08/31/2025
21	Caselle, Inc	INV-09911	Caselle Maintenance & Support Sept 2025	08/01/2025	556.50		70-51-33 DATA PROCESSING	08/31/2025
21	Caselle, Inc	INV-09911	Caselle Maintenance & Support Sept 2025	08/01/2025	556.50		80-52-33 DATA PROCESSING	08/31/2025
Total Caselle, Inc:					2,226.00			
CEBT								
1320	CEBT	INV 0077138	Insurance and Life Benifits	07/29/2025	25,116.00		10-0223 HEALTH/LIFE INSURANCE	08/31/2025
Total CEBT:					25,116.00			
Cedar Creek Supply LLC								
1284	Cedar Creek Supply LLC	INV-0618	Chemicals for Wastewater	07/30/2025	491.00		70-51-16 OPERATING SUPPLIES	08/31/2025
1284	Cedar Creek Supply LLC	INV-0619	Chemicals for Water Treatment	07/30/2025	1,276.00		60-50-14 CHEMICALS	08/31/2025
Total Cedar Creek Supply LLC:					1,767.00			
CIRSA								
23	CIRSA	INV1002215	Bond 7/11/25 - 7/11/2026	07/25/2025	262.50		10-41-27 INSURANCE & BONDS	07/31/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total CIRSA:					262.50			
Column Software PBC								
1183	Column Software PBC	COLUMN STATEMENT JU	Column Statement July 2025	08/01/2025	21.25		10-41-30 PUBLISHING & ADS	08/31/2025
1183	Column Software PBC	COLUMN STATEMENT JU	Column Statement July 2025	08/01/2025	21.25		10-42-30 PUBLISHING & ADS	08/31/2025
1183	Column Software PBC	COLUMN STATEMENT JU	Column Statement July 2025	08/01/2025	21.24		60-50-30 PUBLISHING & ADS	08/31/2025
1183	Column Software PBC	COLUMN STATEMENT JU	Column Statement July 2025	08/01/2025	21.24		70-51-30 PUBLISHING & ADS	08/31/2025
1183	Column Software PBC	COLUMN STATEMENT JU	Column Statement July 2025	08/01/2025	21.24		80-52-30 PUBLISHING & ADS	08/31/2025
Total Column Software PBC:					106.22			
Delta County Landfill								
56	Delta County Landfill	LANDFILL STATEMENT J	Landfill Fee	07/31/2025	3,342.75		80-52-42 LANDFILL FEES	08/31/2025
Total Delta County Landfill:					3,342.75			
Delta Montrose Electric Assn.								
43	Delta Montrose Electric Assn.	4464797	Energy Bill Account No. 9805013000 June 2025	07/07/2025	541.65		10-46-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	4464797	Energy Bill Account No. 9805013000 June 2025	07/07/2025	28.70		10-45-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	4464797	Energy Bill Account No. 9805013000 June 2025	07/07/2025	28.70		60-50-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	4464797	Energy Bill Account No. 9805013000 June 2025	07/07/2025	28.70		70-51-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	4464797	Energy Bill Account No. 9805013000 June 2025	07/07/2025	28.70		80-52-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	4464797	Energy Bill Account No. 9805013000 June 2025	07/07/2025	692.16		10-45-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	4464797	Energy Bill Account No. 9805013000 June 2025	07/07/2025	173.11		10-41-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	4464797	Energy Bill Account No. 9805013000 June 2025	07/07/2025	173.11		10-42-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	4464803	Sewer Treatment Plant Energy Bill June 2025	07/07/2025	4,337.23		70-51-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	DMEA 4464797 JULY 2025	Electric Bill July 2025	07/07/2025	1,528.64		60-50-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	DMEA 4464797 JULY 2025	Electric Bill July 2025	07/07/2025	37.13		10-46-28 UTILITIES	08/31/2025
43	Delta Montrose Electric Assn.	DMEA 4464797 JULY 2025	Electric Bill July 2025	07/07/2025	130.43		10-41-28 UTILITIES	08/31/2025
Total Delta Montrose Electric Assn.:					7,728.26			
Dependable Lumber, Inc.								
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	387.04		10-46-16 OPERATING SUPPLIES	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	267.31		10-45-16 OPERATING SUPPLIES	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	18.49		60-50-16 OPERATING SUPPLIES	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	467.95		10-45-22 REPAIRS & MAINTENANCE	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	604.87		10-46-22 REPAIRS & MAINTENANCE	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	18.26		10-45-25 SHOP EXPENSE	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	18.29		10-46-25 SHOP EXPENSE	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	14.04		60-50-25 SHOP EXPENSE	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	14.05		70-51-25 SHOP EXPENSE	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	14.04		80-52-25 SHOP EXPENSE	08/31/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	84.50		10-45-73 BUILDING IMPROVEMENTS	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	84.50		10-46-73 BUILDING IMPROVEMENTS	08/31/2025
46	Dependable Lumber, Inc.	STATEMENT JULY 2025	Projects and Repairs	07/31/2025	25.07		80-52-16 OPERATING SUPPLIES	08/31/2025
Total Dependable Lumber, Inc.:					2,008.41			
EAGLE WASH								
1367	EAGLE WASH	1015	Car Wash Services	07/18/2025	70.30		10-42-23 VEHICLE EXPENSE	08/31/2025
1367	EAGLE WASH	1015	Car Wash Services	07/18/2025	27.54		10-45-23 VEHICLE EXPENSE	08/31/2025
1367	EAGLE WASH	1015	Car Wash Services	07/18/2025	27.54		10-46-23 VEHICLE EXPENSE	08/31/2025
1367	EAGLE WASH	1015	Car Wash Services	07/18/2025	27.54		80-52-23 VEHICLE EXPENSE	08/31/2025
1367	EAGLE WASH	1015	Car Wash Services	07/18/2025	27.54		60-50-23 VEHICLE EXPENSE	08/31/2025
1367	EAGLE WASH	1015	Car Wash Services	07/18/2025	27.53		70-51-23 VEHICLE EXPENSE	08/31/2025
Total EAGLE WASH:					207.99			
Elevate Fiber								
986	Elevate Fiber	4464792	Internet June 2025	07/28/2025	40.00		10-41-29 TELEPHONE & INTERNET	08/31/2025
986	Elevate Fiber	4464792	Internet June 2025	07/28/2025	40.00		10-42-29 TELEPHONE & INTERNET	08/31/2025
986	Elevate Fiber	4464792	Internet June 2025	07/28/2025	229.92		60-50-29 TELEPHONE & INTERNET	08/31/2025
986	Elevate Fiber	4464792	Internet June 2025	07/28/2025	179.91		70-51-29 TELEPHONE & INTERNET	08/31/2025
986	Elevate Fiber	4464792	Internet June 2025	07/28/2025	99.96		80-52-29 TELEPHONE & INTERNET	08/31/2025
986	Elevate Fiber	4464792	Internet June 2025	07/28/2025	10.00		10-45-29 TELEPHONE & INTERNET	08/31/2025
986	Elevate Fiber	4464792	Internet June 2025	07/28/2025	10.00		10-46-29 TELEPHONE & INTERNET	08/31/2025
Total Elevate Fiber:					609.79			
Empower Trust Company LLC								
1190	Empower Trust Company LLC	1319454275	Retirement contributions 2025.7.25	07/25/2025	3,784.02		10-0220 RETIREMENT PLAN	07/31/2025
1190	Empower Trust Company LLC	EMPOWER PAID 2025-8-8	Retirement Plan PPE	08/06/2025	3,773.22		10-0220 RETIREMENT PLAN	08/31/2025
Total Empower Trust Company LLC:					7,557.24			
ENVIRO-CHEM ANALYTICAL INC								
1221	ENVIRO-CHEM ANALYTICAL IN	14171169	Sewer Samples	08/04/2025	65.30		70-51-20 LEGAL, ENGINEERING & PR	08/31/2025
Total ENVIRO-CHEM ANALYTICAL INC:					65.30			
Fire & Police Pension Assn.								
63	Fire & Police Pension Assn.	07062025 TO 07182025	FPPA Contributions 2025.7.25	07/22/2025	4,048.51		10-0219 FPPA	07/31/2025
63	Fire & Police Pension Assn.	FPPA PAID 2025-8-8	Payroll Ending 2025-8-1	08/05/2025	4,071.27		10-0219 FPPA	08/31/2025
Total Fire & Police Pension Assn.:					8,119.78			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Lasting Impressions								
98	Lasting Impressions	29798	PD Uniform Patches	07/01/2025	88.00		10-42-16 OPERATING SUPPLIES	07/31/2025
98	Lasting Impressions	29847	PD Service Tech Uniforms	07/30/2025	361.00		10-42-16 OPERATING SUPPLIES	08/31/2025
Total Lasting Impressions:					449.00			
Mail Services, LLC.								
645	Mail Services, LLC.	1991636	Postage	07/14/2025	185.08		60-50-17 POSTAGE	07/31/2025
645	Mail Services, LLC.	1991636	Postage	07/14/2025	179.64		70-51-17 POSTAGE	07/31/2025
645	Mail Services, LLC.	1991636	Postage	07/14/2025	179.64		80-52-17 POSTAGE	07/31/2025
Total Mail Services, LLC.:					544.36			
Motorola Solutions								
1076	Motorola Solutions	SUMMARIZED INVOICES	Summaried Outstanding Invoices for Cell Servic	07/30/2025	18,050.32		10-42-42 CONTRACT SERVICES	08/31/2025
Total Motorola Solutions:					18,050.32			
New Focus HR								
1463	New Focus HR	4320	Employee Handbooks half project cost and sub	07/29/2025	975.00		70-51-20 LEGAL, ENGINEERING & PR	08/31/2025
1463	New Focus HR	4320	Employee Handbooks half project cost and sub	07/29/2025	975.00		80-52-20 LEGAL, ENGINEERING & PR	08/31/2025
1463	New Focus HR	4320	Employee Handbooks half project cost and sub	07/29/2025	975.00		60-50-20 LEGAL, ENGINEERING & PR	08/31/2025
1463	New Focus HR	4320	Employee Handbooks half project cost and sub	07/29/2025	975.00		10-41-20 LEGAL, ENGINEERING & PR	08/31/2025
1463	New Focus HR	4325	HR Consulting Call	07/30/2025	21.87		60-50-20 LEGAL, ENGINEERING & PR	08/31/2025
1463	New Focus HR	4325	HR Consulting Call	07/30/2025	21.87		10-41-20 LEGAL, ENGINEERING & PR	08/31/2025
1463	New Focus HR	4325	HR Consulting Call	07/30/2025	21.88		70-51-20 LEGAL, ENGINEERING & PR	08/31/2025
1463	New Focus HR	4325	HR Consulting Call	07/30/2025	21.88		80-52-20 LEGAL, ENGINEERING & PR	08/31/2025
Total New Focus HR:					3,987.50			
North Fork Service (Reedy's)								
141	North Fork Service (Reedy's)	JUNE 2025 PD	Police June 2025 Fuel	06/01/2025	871.53		10-42-23 VEHICLE EXPENSE	07/31/2025
141	North Fork Service (Reedy's)	PD JUNE 2025 REPAIR	PD June 2025 Repair	06/28/2025	41.00		10-42-23 VEHICLE EXPENSE	07/31/2025
Total North Fork Service (Reedy's):					912.53			
Paonia Farm & Home Supply Inc								
125	Paonia Farm & Home Supply Inc	FARM & HOME STATEME	Paonia Farm & Home Statement July 2025	08/01/2025	76.38		10-45-16 OPERATING SUPPLIES	08/31/2025
125	Paonia Farm & Home Supply Inc	FARM & HOME STATEME	Paonia Farm & Home Statement July 2025	08/01/2025	79.43		10-46-16 OPERATING SUPPLIES	08/31/2025
125	Paonia Farm & Home Supply Inc	FARM & HOME STATEME	Paonia Farm & Home Statement July 2025	08/01/2025	15.00		80-52-16 OPERATING SUPPLIES	08/31/2025
Total Paonia Farm & Home Supply Inc:					170.81			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Phonz +								
499	Phonz +	18836	Phonz+ Monthly Fee	08/01/2025	668.15	10-41-20	LEGAL, ENGINEERING & PR	08/31/2025
499	Phonz +	18836	Phonz+ Monthly Fee	08/01/2025	668.15	10-42-20	LEGAL, ENGINEERING & PR	08/31/2025
499	Phonz +	18836	Phonz+ Monthly Fee	08/01/2025	668.15	70-51-20	LEGAL, ENGINEERING & PR	08/31/2025
499	Phonz +	18836	Phonz+ Monthly Fee	08/01/2025	668.15	80-52-20	LEGAL, ENGINEERING & PR	08/31/2025
499	Phonz +	18836	Phonz+ Monthly Fee	08/01/2025	668.14	60-50-20	LEGAL, ENGINEERING & PR	08/31/2025
Total Phonz +:					3,340.74			
PROFESSIONAL MANAGEMENT SOLUTIONS								
1325	PROFESSIONAL MANAGEMENT	85101	Financial Consulting June 2025	07/30/2025	300.00	10-41-20	LEGAL, ENGINEERING & PR	08/31/2025
1325	PROFESSIONAL MANAGEMENT	85101	Financial Consulting June 2025	07/30/2025	300.00	10-42-20	LEGAL, ENGINEERING & PR	08/31/2025
1325	PROFESSIONAL MANAGEMENT	85101	Financial Consulting June 2025	07/30/2025	600.00	60-50-20	LEGAL, ENGINEERING & PR	08/31/2025
1325	PROFESSIONAL MANAGEMENT	85101	Financial Consulting June 2025	07/30/2025	600.00	70-51-20	LEGAL, ENGINEERING & PR	08/31/2025
1325	PROFESSIONAL MANAGEMENT	85101	Financial Consulting June 2025	07/30/2025	600.00	80-52-20	LEGAL, ENGINEERING & PR	08/31/2025
Total PROFESSIONAL MANAGEMENT SOLUTIONS:					2,400.00			
Recla Metals LLLP								
140	Recla Metals LLLP	68044	Twin Lakes Banner Holder	08/01/2025	359.33	10-45-16	OPERATING SUPPLIES	08/31/2025
Total Recla Metals LLLP:					359.33			
Region 10								
142	Region 10	AD2025PAO	MEMBERSHIP DUES	02/01/2025	746.29	10-41-31	DUES & SUBSCRIPTIONS	08/31/2025
142	Region 10	AD2025PAO	MEMBERSHIP DUES	02/01/2025	768.91	60-50-31	DUES & SUBSCRIPTIONS	08/31/2025
142	Region 10	AD2025PAO	MEMBERSHIP DUES	02/01/2025	746.29	70-51-31	DUES & SUBSCRIPTIONS	08/31/2025
Total Region 10:					2,261.49			
SGM, INC.								
1335	SGM, INC.	2013-471.0104-27	5th and Grand Engineering Work	07/22/2025	1,454.00	10-45-72	CAP OUTLAY-5th ST REALIG	08/31/2025
1335	SGM, INC.	2013-471.013-33	2MG Tank Project Engineering	07/22/2025	2,150.00	60-50-73	CAP OUTLAY-West Loop Impr	08/31/2025
Total SGM, INC.:					3,604.00			
TDS Telecom								
156	TDS Telecom	TDS STATEMENT AUGUS	Internet Services August 2025	07/30/2025	236.67	60-50-29	TELEPHONE & INTERNET	08/31/2025
Total TDS Telecom:					236.67			
THE HARTFORD								
1404	THE HARTFORD	857908040734A	Insurance Aug 2025	08/01/2025	273.39	10-0226	THE HARTFORD	08/31/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total THE HARTFORD:					273.39			
T-MOBILE								
1374	T-MOBILE	JULY 2025 STATEMENT	July 2025 Statement for Mobile Services	07/21/2025	457.46		10-42-29 TELEPHONE & INTERNET	07/31/2025
1374	T-MOBILE	JULY 2025 STATEMENT	July 2025 Statement for Mobile Services	07/21/2025	176.75		10-41-29 TELEPHONE & INTERNET	07/31/2025
1374	T-MOBILE	JULY 2025 STATEMENT	July 2025 Statement for Mobile Services	07/21/2025	51.99		10-45-29 TELEPHONE & INTERNET	07/31/2025
1374	T-MOBILE	JULY 2025 STATEMENT	July 2025 Statement for Mobile Services	07/21/2025	51.99		10-46-29 TELEPHONE & INTERNET	07/31/2025
1374	T-MOBILE	JULY 2025 STATEMENT	July 2025 Statement for Mobile Services	07/21/2025	124.76		60-50-29 TELEPHONE & INTERNET	07/31/2025
1374	T-MOBILE	JULY 2025 STATEMENT	July 2025 Statement for Mobile Services	07/21/2025	51.99		70-51-29 TELEPHONE & INTERNET	07/31/2025
1374	T-MOBILE	JULY 2025 STATEMENT	July 2025 Statement for Mobile Services	07/21/2025	124.76		80-52-29 TELEPHONE & INTERNET	07/31/2025
Total T-MOBILE:					1,039.70			
ULINE								
1351	ULINE	195464236	Colored Flags	07/17/2025	70.01		70-51-15 OFFICE SUPPLIES	07/31/2025
1351	ULINE	195464236	Colored Flags	07/17/2025	70.01		60-50-15 OFFICE SUPPLIES	07/31/2025
Total ULINE:					140.02			
United Companies Inc								
162	United Companies Inc	1655998	Temp Tank Pad Sand	07/25/2025	973.99		60-50-73 CAP OUTLAY-West Loop Impr	08/31/2025
162	United Companies Inc	1656504	Temp Tank Pad Sand Load #2	07/28/2025	786.06		60-50-73 CAP OUTLAY-West Loop Impr	08/31/2025
Total United Companies Inc:					1,760.05			
United Merchants Bank								
1371	United Merchants Bank	UMB STATEMENT JULY 2	One-Intl Code Council Inc	08/01/2025	69.00		10-43-26 TRAVEL, MEETINGS & TRAI	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Poulos-King Soopers #0729 Fuel	08/01/2025	17.81		10-46-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Poulos-King Soopers #0729 Fuel	08/01/2025	17.81		10-45-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Poulos-King Soopers #0729 Fuel	08/01/2025	17.81		60-50-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Poulos-King Soopers #0729 Fuel	08/01/2025	17.82		70-51-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Poulos-Autozone #6844	08/01/2025	17.84		10-46-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Poulos-Autozone #6844	08/01/2025	17.84		10-45-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Poulos-Autozone #6844	08/01/2025	17.84		60-50-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Poulos-Autozone #6844	08/01/2025	17.84		70-51-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Poulos-The Home Depot #1513	08/01/2025	331.60		10-46-16 OPERATING SUPPLIES	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Poulos-Grand Valley Garage Doors	08/01/2025	1,450.00		10-46-22 REPAIRS & MAINTENANCE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Police Dept-Usps Po 0788660541	08/01/2025	6.00		10-42-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Police Dept-Vistaprint	08/01/2025	30.51		10-42-16 OPERATING SUPPLIES	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Cooleys Heating Cooli	08/01/2025	7.49		10-41-22 REPAIRS & MAINTENANCE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Cooleys Heating Cooli	08/01/2025	7.48		10-42-22 REPAIRS & MAINTENANCE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Cooleys Heating Cooli	08/01/2025	14.96		60-50-22 REPAIRS & MAINTENANCE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Cooleys Heating Cooli	08/01/2025	14.98		70-51-22 REPAIRS & MAINTENANCE	08/31/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Cooleys Heating Cooli	08/01/2025	14.96		80-52-22 REPAIRS & MAINTENANCE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Hampton Inns	08/01/2025	273.12		10-41-26 TRAVEL, MEETINGS & TRAI	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Hampton Inns	08/01/2025	54.62		10-45-26 TRAVEL, MEETINGS & TRAI	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Hampton Inns	08/01/2025	54.62		10-46-26 TRAVEL, MEETINGS & TRAI	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Hampton Inns	08/01/2025	54.62		80-50-26 TRAVEL, MEETINGS & TRAI	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Hampton Inns	08/01/2025	54.63		70-51-26 TRAVEL, MEETINGS & TRAI	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Hampton Inns	08/01/2025	54.63		80-52-26 TRAVEL, MEETINGS & TRAI	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Infogram.Com	08/01/2025	57.00		10-41-31 DUES & SUBSCRIPTIONS	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Infogram.Com	08/01/2025	57.00		60-50-31 DUES & SUBSCRIPTIONS	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Infogram.Com	08/01/2025	57.00		70-51-31 DUES & SUBSCRIPTIONS	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Wynn-Infogram.Com	08/01/2025	57.00		80-52-31 DUES & SUBSCRIPTIONS	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	10.77		10-41-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Circle K # 41179	08/01/2025	45.92		10-41-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Exxon Wills Investmen	08/01/2025	17.61		10-41-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	14.62		10-41-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	19.50		60-50-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	19.50		70-51-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	19.50		80-52-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	4.88		10-42-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	14.62		10-41-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	19.50		60-50-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	19.50		70-51-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	19.50		80-52-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Office-Usps Po 0769660541	08/01/2025	4.88		10-42-17 POSTAGE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Laiminger-Car Guys Hideout	08/01/2025	40.00		10-42-23 VEHICLE EXPENSE	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Vetter-Marriott Fort Collins	08/01/2025	845.00		10-41-26 TRAVEL, MEETINGS & TRAI	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Vetter-Shell Oil13164592019	08/01/2025	31.68		10-41-26 TRAVEL, MEETINGS & TRAI	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Vetter-King Soopers #0603 Fuel Q	08/01/2025	25.20		10-41-26 TRAVEL, MEETINGS & TRAI	08/31/2025
1371	United Merchants Bank	UMB STATEMENT JULY 2	Public Works-Anyway Plumbing Inc	08/01/2025	708.64		10-46-22 REPAIRS & MAINTENANCE	08/31/2025
Total United Merchants Bank:					4,744.63			
USA Blue Book								
441	USA Blue Book	INV00777772	Water Treatment	07/24/2025	2,610.92		60-50-16 OPERATING SUPPLIES	08/31/2025
441	USA Blue Book	INV00783033	Waterpilot FMX21 H2O 60' Cable	07/30/2025	1,590.84		60-50-73 CAP OUTLAY-West Loop Impr	08/31/2025
Total USA Blue Book:					4,201.76			
UTILITY NOTIFICATION CENTER OF COLORADO								
1360	UTILITY NOTIFICATION CENTE	89624	Locates for May and June	07/21/2025	17.33		60-50-20 LEGAL, ENGINEERING & PR	07/31/2025
1360	UTILITY NOTIFICATION CENTE	89624	Locates for May and June	07/21/2025	17.33		70-51-20 LEGAL, ENGINEERING & PR	07/31/2025
Total UTILITY NOTIFICATION CENTER OF COLORADO:					34.66			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Wesley Ewert								
1465	Wesley Ewert	2025-0369	5th & Grand Easement Payment	08/04/2025	500.00		10-45-72 CAP OUTLAY-5th ST REALIG	08/31/2025
Total Wesley Ewert:					500.00			
Xpress Bill Pay								
1436	Xpress Bill Pay	INV-XPR026768	Xpress Bill Pay Services July 2025	07/31/2025	7.92		10-41-31 DUES & SUBSCRIPTIONS	08/31/2025
1436	Xpress Bill Pay	INV-XPR026768	Xpress Bill Pay Services July 2025	07/31/2025	15.85		10-42-31 DUES & SUBSCRIPTIONS	08/31/2025
1436	Xpress Bill Pay	INV-XPR026768	Xpress Bill Pay Services July 2025	07/31/2025	15.85		10-43-31 DUES & SUBSCRIPTIONS	08/31/2025
1436	Xpress Bill Pay	INV-XPR026768	Xpress Bill Pay Services July 2025	07/31/2025	39.64		60-50-31 DUES & SUBSCRIPTIONS	08/31/2025
1436	Xpress Bill Pay	INV-XPR026768	Xpress Bill Pay Services July 2025	07/31/2025	39.64		70-51-31 DUES & SUBSCRIPTIONS	08/31/2025
1436	Xpress Bill Pay	INV-XPR026768	Xpress Bill Pay Services July 2025	07/31/2025	39.64		80-52-31 DUES & SUBSCRIPTIONS	08/31/2025
Total Xpress Bill Pay:					158.54			
Grand Totals:					112,323.28			

Board Meeting Date: _____

Town Administrator: _____

Finance Committee/Mayor: _____

Finance Committee/Trustee: _____

Trustees: _____

Date Reviewed: _____

Motorola Billing Explanation for Board of Trustees

On the July 8th, 2025 Board of Trustees meeting the Board approved a disbursement to Motorola Solutions in the amount of \$20,902.30 for missed payments for services provided to the Paonia Police Department. These payments had not been made due to the fact that Motorola had out dated billing information and a past employee as listed contact. The Chief of Police had been talking with Motorola about adding additional service and through this process the missing payments were discovered and the statement was sent over.

After the July 8th meeting during the check printing process, as well as a subsequent meeting with Motorola for clarification, it was discovered that the last invoice included as part of this statement, in the amount of \$2,851.98, was for these new services not yet implemented. Per the new service agreement these charges are not to be made until after the implementation process.

Due to this discovery the approved disbursement in the amount of \$20,902.30 was not made and that statement voided in the Town's ERP system. The disbursement approval for the August 12th, 2025 Board of Trustees meeting includes the corrected statement amount of \$18,050.32.

-Kaja Bowman, Deputy Treasurer
2025-8-7

ACCOUNT	DESCRIPTION	August 4th 2025 ACTUAL
UBB Accounts		
		CURRENT BALANCES
x3637	Pooled Cash - 4.00% Interest Rate	\$ 3,026,749.07
x0857	Conservation Trust Fund - 0.1% Interest Rate	\$ 31,015.25
x3858	Grant Pass Through - 0.00% Interest Rate (May Close Account)	\$ 25,025.00
x0571	Internal Grants - 0.00% Interest Rate (Needed to Receive Grants from State)	\$ 40,912.00
x0733	Operating (Main Account) - 0.00% Interest Rate	\$ 411,078.42
x3629	Payroll - 0.00% Interest Rate	\$ 4,863.92
x2318	WWTP - 0.15% Interest Rate (Debt Reserves)	\$ 58,822.00
	Subgroup : Total UBB Accounts	\$ 3,598,465.66
ColoTrust Investment Accounts		
x8001	General Fund - 4.3693% 30-Day Yield	\$ 617,561.73
x8002	Sewer Restricted - 4.3693% 30-Day Yield	\$ 615,345.28
x8003	Debt Reserve - 4.3693% 30-Day Yield	\$ 123,989.66
x8004	Bridge Reserve - 4.3693% 30-Day Yield	\$ 682,881.35
x8005	Water - 4.3693% 30-Day Yield	\$ 511,987.88
	Subgroup : ColoTrust Investment Accounts	\$ 2,551,765.90
TOTAL BANK ACCOUNTS		\$3,598,465.66
TOTAL INVESTMENT ACCOUNTS		\$2,551,765.90
Last Month Total All Accounts: \$6,302,683.76		
TOTAL CURRENT BALANCE ALL ACCOUNTS		\$6,150,231.56

Grant Description	Granting Agency	Total Award	Date Awarded	Amount Rec'd.	Contract Expiration	Revenue Account	Expenditure Account	Consultant/ Contractor	Total Contract Price	Remaining Balance of Grant
EIAF - A00278 Paonia Code Revision	DOLA	\$ 25,000.00	11/27/2023	\$ 9,801.85	11/27/2024	10-35-20	10-41-75	Sustainable Futures	\$ 38,000.00	\$ 15,198.15
EIAF - A00232 Paonia Comprehensive Plan Update	DOLA	\$ 25,000.00	2/1/2023	\$ 25,000.00	9/30/2024	10-35-20	10-41-75	Phoenix Rising Resources (w/ 1 CO)	\$ 68,275.00	\$
EIAF-25-039 (Tier II) - 25039 Paonia Westernloop Water Main Replacement	DOLA	\$ 1,000,000.00	3/18/2025	\$ -	3/18/2026	30-36-30	60-50-70	TBD	TBD	\$ 1,000,000.00
EIAF (Tier II) - 9721 Paonia Water Tank Relining	DOLA	\$ 956,000.00	4/3/2024	\$ 170,037.53	10/31/2025	60-36-30	60-50-70	Earthworx for Sitework - Relining Contractor TBD	TBD	\$ 785,962.47
SAFE PATHWAYS FOR PAONIA - 5TH AND GRAND REALIGNMENT										
RMS - M035-003 (25364) Safe Pathways for Paonia (5th & Grand)	CDOT	\$ 1,040,774.00	10/20/2023	\$ -	8/27/2033	10-35-20	10-45-70	TBD	TBD	\$ 1,040,774.00
SRTS -	CDOT	\$ 872,825.00	4/16/2025	\$ -	TBD	10-35-20	10-45-70	TBD	TBD	\$ 872,825.00
BUILD Grant	FHWA	\$ 1,884,901.00	7/15/2025	\$ -	TBD	10-35-20	10-45-70	TBD	TBD	\$ 1,884,901.00
HYDROGEOLOGICAL STUDY										
CFP - 2023-19 Paonia Hydrogeological Study	Col. River Water Conservation District	\$ 25,000.00	5/30/2023	\$ 12,500.00	6/1/2026	60-36-30	60-50-75	Wright Water Engineering		\$ 12,500.00
(CWCB) WSRF Grant - POGG1 2024-2691 Hydrogeological Study of Paonia Spring Complexes	Col. Water Conservation Board	\$ 147,973.00	11/27/2023	\$ 73,022.10	11/27/2028	60-36-30	60-50-70	Wright Water Engineering		\$ 74,950.90
	CWCB Task 1	Engineering & Data Review	\$ 50,570.00	\$ 27,687.70						
	CWCB Task 2	Subsurface	\$ 97,403.00	\$ 45,334.40						
	CWCB Task 3	Metering	\$ -	\$ -						
				\$ 85,522.10		60-36-30	60-50-70	Wright Water	\$ 240,774.00	\$ 87,450.90
GRANT14002201 - Funding Opportunity No. R23AS00109 - Water SMART Planning & Project Design Grant - Paonia, "Watershed and Water System Strategy Plans for Resiliency in the Face of Change"										
	Bureau of Reclamation	\$ 250,000.00	4/23/2024	\$ -	TBD	60-36-30	60-50-70	TBD	TBD	\$ 250,000.00
SS4A - Safe Streets for All - Supplemental Planning and Demonstration Grant	USDOT (FHWA)	\$ 293,974.00	6/18/2024	\$ -	TBD	10-35-20	10-45-20	No Notice to Proceed as of 5.30.2025	TBD	\$ 293,974.00
								Total Grant Funding	\$ 5,648,622.00	
								Total Received	\$ 375,883.58	Remaining Grant Balance \$ 5,272,738.42

SUMMARY OF REVENUES AND EXPENDITURES
MONTHLY FUND BALANCE
FOR THE 2025 FISCAL YEAR
(Unaudited)

GENERAL FUND	January	February	March	April	May	June	July	August	September	October	November	December
Beginning Unrestricted and Unassigned Fund Balance												
FY-2024 Audit Ending Dec. 31	\$ 752,493											
Revenues												
Taxes	\$ 66,465.97	\$ 71,289.84	\$ 267,260.16	\$ 345,484.17	\$ 456,557.14	\$ 522,562.74	\$ 558,425.99	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses, Permits & Fees	2,287.00	9,238.50	12,224.85	13,793.85	18,165.72	19,880.72	21,100.22	-	-	-	-	-
Intergovernmental	5,148.02	5,148.02	17,706.48	25,086.80	31,962.56	39,031.95	40,672.73	-	-	-	-	-
Fines & Forfeitures	21,787.16	23,966.16	67,789.56	88,060.72	110,587.47	133,484.96	156,786.61	-	-	-	-	-
Miscellaneous	16,977.15	39,196.01	70,595.39	90,149.98	119,928.00	133,947.26	147,631.86	-	-	-	-	-
Expenditures												
Administration	\$ (24,176.78)	\$ (46,634.42)	\$ (71,267.74)	\$ (98,881.17)	\$ (116,747.58)	\$ (132,951.00)	\$ (155,734.36)	\$ -	\$ -	\$ -	\$ -	\$ -
Public Safety (Police)	(106,428.37)	(134,262.29)	(182,647.70)	(278,433.44)	(342,402.91)	(416,596.46)	(472,471.12)	-	-	-	-	-
Building	(54.20)	(1,845.64)	(3,248.59)	(13,951.17)	(13,965.12)	(14,495.83)	(19,150.70)	-	-	-	-	-
Streets	(17,622.71)	(28,635.58)	(45,866.35)	(64,083.92)	(75,353.60)	(91,322.09)	(127,482.07)	-	-	-	-	-
Parks	(9,974.64)	(19,500.02)	(41,279.53)	(62,397.81)	(97,054.78)	(112,855.43)	(126,290.37)	-	-	-	-	-
Total General Fund Balance	\$ 706,901.60	\$ 670,453.58	\$ 843,759.53	\$ 797,321.01	\$ 844,169.90	\$ 833,179.82	\$ 775,981.79	\$ -	\$ -	\$ -	\$ -	\$ -
Beginning Fund Balance												
Conservation Trust Fund												
FY-2024 Audit Ending Dec. 31	\$ 39,033.00				\$ 123,623.00				\$ 1,032,032.00			
YTD Revenue	\$ 4,264.92				\$ 17,722.74				\$ 40,375.00			
Total Fund Balance	\$ 43,297.92				\$ 141,345.74				\$ 1,072,407.00			

Enterprise Funds

WATER	January	February	March	April	May	June	July	August	September	October	November	December
Beginning Unrestricted and Unassigned Fund Balance												
FY-2024 Audit Ending Dec. 31	\$ 1,591,224											
Water Revenues												
Charges for Service	\$ 102,575.87	\$ 213,566.95	\$ 297,662.54	\$ 397,383.90	\$ 512,907.71	\$ 628,263.59	\$ 771,102.24	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	-	-	-	-	-	-	-	-	-	-	-	-
Sales of Assets	-	-	-	-	-	-	-	-	-	-	-	-
Loan and Grant Funds	12,500.00	12,500.00	12,500.00	-	410,037.53	410,037.53	470,037.53	-	-	-	-	-
Water Expenditures												
Personnel	\$ (47,746.47)	\$ (62,576.65)	\$ (93,950.68)	\$ (143,027.01)	\$ (167,929.09)	\$ (199,888.48)	\$ (228,599.43)	\$ -	\$ -	\$ -	\$ -	\$ -
Operating	(12,465.92)	(30,657.38)	(155,704.80)	(213,382.90)	(230,739.33)	(245,992.22)	(405,660.42)	-	-	-	-	-
Capital Outlays	(47,966.50)	(220,402.71)	(357,945.69)	(378,636.93)	(394,104.65)	(487,792.01)	(509,470.16)	-	-	-	-	-
Total General Fund	\$1,598,120.98	\$1,503,654.21	\$1,293,785.37	\$1,253,561.06	\$1,721,396.17	\$1,695,852.41	\$1,688,633.76	\$ -	\$ -	\$ -	\$ -	\$ -

	January	February	March	April	May	June	July	August	September	October	November	December
WASTE WATER (SEWER)												
Beginning Unrestricted and Unassigned Fund Balance FY-2024 Audit Ending Dec. 31	\$ 412,810											
Waste Water Revenues												
Charges for Service	\$ 65,409.43	\$ 130,972.78	\$ 196,547.50	\$ 262,372.77	\$ 327,948.84	\$ 393,200.00	\$ 458,718.04	\$ -	\$ -	\$ -	\$ -	\$ -
Interest	2,775.97	2,775.97	7,991.85	10,633.94	13,360.61	13,360.61	16,004.29	-	-	-	-	-
Loan and Grant Funds	-	-	-	-	-	-	-	-	-	-	-	-
Waste Water Expenditures												
Personnel	\$ (45,718.69)	\$ (60,527.35)	\$ (91,851.24)	\$ (140,844.28)	\$ (165,703.21)	\$ (195,084.95)	\$ (223,537.55)	\$ -	\$ -	\$ -	\$ -	\$ -
Operating	(12,338.18)	(25,715.78)	(41,771.40)	(102,999.04)	(114,592.32)	(137,670.91)	(152,383.58)	-	-	-	-	-
Capital Outlays	(743.81)	(875.25)	(974.68)	(1,092.92)	(779.61)	(60,345.61)	(60,381.60)	-	-	-	-	-
Total General Fund	<u>\$ 422,194.72</u>	<u>\$ 459,440.37</u>	<u>\$ 482,752.03</u>	<u>\$ 440,880.47</u>	<u>\$ 473,044.31</u>	<u>\$ 426,269.14</u>	<u>\$ 451,229.60</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
SANITATION (GARBAGE)												
Beginning Unrestricted and Unassigned Fund Balance FY-2024 Audit Ending Dec. 31	\$ 258,695											
Sanitation Revenues												
Charges for Service	\$ 26,731.55	\$ 53,402.62	\$ 80,147.88	\$ 106,719.57	\$ 133,109.82	\$ 160,301.75	\$ 187,557.30	\$ -	\$ -	\$ -	\$ -	\$ -
Sanitation Expenditures												
Personnel	\$ (24,991.07)	\$ (34,238.98)	\$ (52,917.09)	\$ (82,957.40)	\$ (99,197.98)	\$ (118,130.95)	\$ (138,309.20)	\$ -	\$ -	\$ -	\$ -	\$ -
Operating	(6,920.99)	(14,507.41)	(22,837.27)	(33,455.99)	(46,026.73)	(56,776.27)	(67,665.20)	-	-	-	-	-
Capital Outlays	-	(99.44)	(8,259.33)	(8,377.58)	(8,064.26)	(8,064.26)	(8,100.25)	-	-	-	-	-
Total General Fund	<u>\$ 253,514.49</u>	<u>\$ 263,251.79</u>	<u>\$ 254,829.19</u>	<u>\$ 240,623.60</u>	<u>\$ 238,515.85</u>	<u>\$ 236,025.27</u>	<u>\$ 232,177.65</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

ACCOUNT	DESCRIPTION	ADOPTED FY-2025 BUDGET	JULY 31ST ACTUAL	% R
General Fund				
10-31-01	PROPERTY TAXES	\$ 160,000.00	\$ 118,134.93	74%
10-31-02	S.O. AUTO TAXES	\$ 21,000.00	\$ 11,258.32	54%
10-31-03	SALES TAX - TOWN	\$ 530,000.00	\$ 293,079.22	55%
10-31-04	SALES TAX - COUNTY	\$ 130,000.00	\$ 92,819.78	71%
10-31-05	SALES TAX - STATE MARIJUANA	\$ 25,000.00	\$ 3,307.17	13%
10-31-06	CIGARETTE TAX	\$ 1,500.00	\$ 497.34	33%
10-31-07	FRANCHISE TAX	\$ 60,000.00	\$ 39,269.98	65%
10-31-08	PENALTY & INTEREST	\$ 500.00	\$ 59.25	12%
10-31-09	DELINQUENT TAX	\$ -	\$ -	
10-31-10	ABATEMENTS	\$ -	\$ -	
10-31-11 (22-31-06)	MARIJUANA OCCUPATIONAL TAX (Transaction Fee)	\$ 100,000.00	\$ 40,375.00	40%
	Subgroup : TAXES	\$ 1,028,000.00	\$ 598,800.99	58%
General Fund				
10-32-01	LIQUOR LICENSES	\$ 4,500.00	\$ 4,450.00	99%
10-32-02	MISCELLANEOUS PERMITS	\$ 10,000.00	\$ 5,370.00	54%
10-32-03	BUILDING PERMITS	\$ 45,000.00	\$ 9,650.22	21%
10-32-04	SPECIAL REVIEWS	\$ 4,500.00	\$ -	0%
10-32-05	ZONING VERIFICATION & ADMINISTRATIVE REVIEWS	\$ 500.00	\$ 650.00	130%
10-32-06	VIN INSPECTIONS	\$ 1,500.00	\$ 980.00	65%
10-32-07	PRE-APPLICATION MEETINGS	\$ 1,000.00	\$ -	0%
10-32-08	SHORT TERM RENTAL LICENSES	\$ 9,000.00	\$ -	0%
10-32-09 (26-30-01)	SIDEWALK FEE	\$ 30,000.00	\$ 17,722.74	59%
10-32-10	MARIJUANA LICENSING FEE	\$ 4,500.00	\$ -	0%
	Subgroup : LICENSES, PERMITS & FEES	\$ 110,500.00	\$ 38,822.96	35%
General Fund				
10-33-01	HIGHWAY USER TAX	\$ 46,950.00	\$ 32,534.70	69%
10-33-02	MOTOR VEHICLE - \$1.50	\$ 1,500.00	\$ 716.00	48%
10-33-03	MOTOR VEHICLE - \$2.50	\$ 3,500.00	\$ 1,742.47	50%
10-33-07	SEVERANCE TAX	\$ 5,000.00	\$ -	0%
10-33-08	MINERAL LEASING	\$ 10,000.00	\$ -	0%
10-33-09 (40-38-01)	CONSERVATION TRUST FUND	\$ 3,500.00	\$ 4,264.92	122%
10-33-10	ROAD & BRIDGE	\$ 7,500.00	\$ 5,679.56	76%
	Subgroup : INTERGOVERNMENTAL REVENUES	\$ 77,950.00	\$ 44,937.65	58%
General Fund				
10-34-01	COURT FINES	\$ 1,000.00	\$ 547.50	55%
10-34-02	POLICE FINES	\$ 7,500.00	\$ 6,800.00	91%
10-34-03	MISCELLANEOUS FINES - BONDS	\$ 100.00	\$ 220.00	220%
10-34-04	OTHER AGENCY CONTRIBUTIONS - PD (B2B COUNTY)	\$ 200,000.00	\$ 148,779.11	74%
10-34-05	DOG TAGS	\$ 400.00	\$ 440.00	110%
10-34-06	CODE ENFORCEMENT VIOLATIONS	\$ 2,500.00	\$ -	0%
10-34-10	LAW ENFORCEMENT COST ALLOCATION	\$ -	\$ -	
10-34-50	PD GRANT	\$ -	\$ -	0%
	Subgroup : FINES AND FORFEITURES	\$ 211,500.00	\$ 156,786.61	74%

ACCOUNT	DESCRIPTION	ADOPTED FY-2025 BUDGET	JULY 31ST ACTUAL	% R
General Fund				
10-35-01	RENTS & ROYALTIES	\$ 8,500.00	\$ 29,302.23	345%
10-35-02	MOTOR FUEL TAX REFUNDS	\$ -	\$ -	
10-35-04	INTEREST INCOME	\$ 145,000.00	\$ 91,499.99	63%
10-35-05	LATE CHARGES	\$ 5,000.00	\$ 3,171.66	63%
10-35-06	OTHER INCOME	\$ 1,000.00	\$ 5,746.62	575%
10-35-07	INSURANCE PROCEEDS (NEEDS ADDED)	\$ -	\$ -	
10-35-09	PARK DONATIONS	\$ -	\$ -	
10-35-10	OTHER AGENCY CONTRIBUTIONS	\$ -	\$ -	
10-35-13	BRIDGE RESERVE	\$ -	\$ -	
10-35-15	REFUND OF EXPENDITURES	\$ 1,000.00	\$ 6,762.68	676%
10-35-16	RESTITUTION	\$ 5,200.00	\$ 5,018.06	97%
10-35-18	SALES OF ASSETS	\$ 32,000.00	\$ -	
10-35-20	GRANT REVENUE	\$ 1,260,592.00	\$ 6,130.62	0%
	Subgroup : MISCELLANEOUS REVENUES	\$ 1,458,292.00	\$ 147,631.86	10%
General Fund				
10-39-99	TRANSFER REVENUE	\$ 2,022,258.00	\$ -	
	Subgroup : TRANSFERS	\$ 2,022,258.00	\$ -	
General Fund				
	TOTAL GENERAL FUND REVENUES	\$ 4,908,500.00	\$ 924,617.41	19%
General Fund				
	NET SURPLUS (DEFICIT) - General Fund	\$ -	\$ 23,488.79	

ACCOUNT	DESCRIPTION	ADOPTED FY-2025 BUDGET	JULY 31ST ACTUAL
ADMINISTRATION	PERSONNEL SERVICES		
10-41-01	MAYOR & TRUSTEES	\$ 2,400.00	\$ 4,900.00
10-41-02	TOWN ADMINISTRATOR/CONTRACT LABOR	\$ 39,000.00	\$ 18,023.45
10-41-03	SALARIES & WAGES	\$ 75,000.00	\$ 40,254.33
10-41-04	EMPLOYER FICA	\$ 7,500.00	\$ 4,208.07
10-41-05	EMPLOYER MEDICARE	\$ 1,800.00	\$ 984.12
10-41-06	UNEMPLOYMENT TAX	\$ 400.00	\$ 157.65
10-41-07	INSURANCE BENEFITS	\$ 26,000.00	\$ 13,366.63
10-41-08	RETIREMENT BENEFITS	\$ 5,500.00	\$ 2,591.75
10-41-09	LIFE/DISABILITY INSURANCE	\$ 500.00	\$ -
10-41-10	WORKMEN'S COMPENSATION	\$ 1,500.00	\$ 726.30
10-41-13	OVERTIME	\$ 2,900.00	\$ 1,617.75
	Subgroup : Personnel Services	\$ 162,500.00	\$ 86,830.05
		Percent Realized	53%
ADMINISTRATION	OPERATING		
10-41-15	OFFICE SUPPLIES	\$ 2,000.00	\$ 1,517.09
10-41-16	OPERATING SUPPLIES	\$ 3,500.00	\$ 165.69
10-41-17	POSTAGE	\$ 500.00	\$ 760.29
10-41-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 70,100.00	\$ 25,068.29
10-41-21	AUDIT & BUDGET EXPENSE	\$ 5,500.00	\$ 1,300.00
10-41-22	REPAIRS & MAINTENANCE	\$ 1,500.00	\$ 294.94
10-41-23	VEHICLE EXPENSE	\$ 2,000.00	\$ 40.00
10-41-25	TOWN HALL EXPENSE	\$ 6,000.00	\$ 703.06
10-41-26	TRAVEL, MEETINGS, & TRAININGS	\$ 10,000.00	\$ 3,808.73
10-41-27	INSURANCE & BONDS	\$ 10,000.00	\$ 6,446.99
10-41-28	UTILITIES	\$ 5,000.00	\$ 1,904.02
10-41-29	TELEPHONE & INTERNET	\$ 2,500.00	\$ 1,347.86
10-41-30	PUBLISHING ADS	\$ 2,000.00	\$ 279.24
10-41-31	DUES & SUBSCRIPTIONS	\$ 35,000.00	\$ 7,922.76
10-41-33	DATA PROCESSING	\$ 8,000.00	\$ 1,720.41
10-41-40	MISCELLANEOUS	\$ 4,500.00	\$ 40.87
10-41-43	CULTURAL EVENTS	\$ 2,500.00	\$ -
10-41-44	HUMAN SERVICES	\$ 5,000.00	\$ 7,100.00
10-41-45	BUILDING INSPECTOR	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 175,600.00	\$ 60,420.24
		Percent Realized	34%
ADMINISTRATION	CAPITAL OUTLAY & TRANSFERS		
10-41-73	BUILDING IMPROVEMENTS	\$ 18,000.00	\$ -
10-41-74	MACHINERY & EQUIPMENT	\$ 18,000.00	\$ 1,743.66
10-41-75	GRANT PROJECTS	\$ -	\$ -
10-41-90	TREASURER'S FEE	\$ 7,000.00	\$ 6,740.41
10-41-99	TRANSFERS	\$ -	\$ -
	Subgroup : CAPITAL OUTLAY	\$ 43,000.00	\$ 8,484.07
		Percent Realized	41%
TOTAL		\$ 381,100.00	\$ 155,734.36
		Percent Realized	41%

ACCOUNT	DESCRIPTION	ADOPTED FY-2025 BUDGET	JULY 31ST ACTUAL
LAW ENFORCEMENT PERSONNEL SERVICES			
10-42-02	CONTRACT LABOR (JUDGE)	\$ 6,600.00	\$ 3,850.00
10-42-03	SALARIES & WAGES	\$ 465,000.00	\$ 276,235.81
10-42-04	EMPLOYER FICA	\$ 32,000.00	\$ 2,195.11
10-42-05	EMPLOYER MEDICARE	\$ 7,500.00	\$ 3,984.94
10-42-06	UNEMPLOYMENT TAX	\$ 1,100.00	\$ 571.55
10-42-07	INSURANCE BENEFITS	\$ 75,000.00	\$ 46,676.92
10-42-08	RETIREMENT BENEFITS	\$ 12,000.00	\$ 6,328.08
10-42-09	LIFE/DISABILITY INSURANCE	\$ 1,500.00	\$ -
10-42-10	WORKMEN'S COMPENSATION	\$ 14,400.00	\$ 8,911.34
10-42-11	FPPA PENSION	\$ 44,000.00	\$ 25,355.31
10-42-12	FPPA D&D	\$ 8,500.00	\$ 9,516.79
10-42-13	OVERTIME	\$ 20,000.00	\$ 6,555.56
	Subgroup : Personnel Services	\$ 687,600.00	\$ 390,181.41
		Percent Realized	57%
LAW ENFORCEMENT OPERATING			
10-42-15	OFFICE SUPPLIES	\$ 500.00	\$ 661.31
10-42-16	OPERATING SUPPLIES	\$ 7,500.00	\$ 2,018.87
10-42-17	POSTAGE	\$ 500.00	\$ 220.37
10-42-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 5,500.00	\$ 4,217.80
10-42-22	REPAIRS & MAINTENANCE	\$ 1,500.00	\$ 606.18
10-42-23	VEHICLE EXPENSE	\$ 23,500.00	\$ 6,703.87
10-42-26	TRAVEL, MEETINGS, & TRAININGS	\$ 5,000.00	\$ 1,783.71
10-42-27	INSURANCE & BONDS	\$ 56,000.00	\$ 41,664.78
10-42-28	UTILITIES	\$ 2,500.00	\$ 1,471.30
10-42-29	TELEPHONE & INTERNET	\$ 3,500.00	\$ 3,420.82
10-42-30	PUBLISHING ADS	\$ -	\$ 17.37
10-42-31	DUES & SUBSCRIPTIONS	\$ 7,000.00	\$ 4,678.32
10-42-33	DATA PROCESSING	\$ 1,000.00	\$ 1,079.51
10-42-42	CONTRACT SERVICES	\$ 8,000.00	\$ 11,854.46
10-42-44	HUMAN SERVICES	\$ 2,000.00	\$ 773.25
	Subgroup : Operating Expenditures	\$ 124,000.00	\$ 81,171.92
		Percent Realized	65%
LAW ENFORCEMENT CAPITAL OUTLAY & TRANSFERS			
10-42-73	BUILDING IMPROVEMENTS	\$ 7,000.00	\$ 250.00
10-42-74	MACHINERY & EQUIPMENT	\$ 30,475.00	\$ 867.79
	Subgroup : CAPITAL OUTLAY	\$ 37,475.00	\$ 1,117.79
		TOTAL \$ 849,075.00	\$ 472,471.12
		Percent Realized	56%

ACCOUNT	DESCRIPTION	ADOPTED FY-2025 BUDGET	JULY 31ST ACTUAL
BUILDING	PERSONNEL SERVICES		
10-43-01	MAYOR & TRUSTEES	\$ -	\$ -
10-43-02	CONTRACT LABOR	\$ -	\$ -
10-43-03	SALARIES & WAGES	\$ -	\$ -
10-43-04	EMPLOYER FICA	\$ -	\$ -
10-43-05	EMPLOYER MEDICARE	\$ -	\$ -
10-43-06	UNEMPLOYMENT TAX	\$ -	\$ -
10-43-07	INSURANCE BENEFITS	\$ -	\$ -
10-43-08	RETIREMENT BENEFITS	\$ -	\$ -
10-43-09	LIFE/DISABILITY INSURANCE	\$ -	\$ -
10-43-10	WORKMEN'S COMPENSATION	\$ -	\$ -
10-43-13	OVERTIME	\$ -	\$ -
	Subgroup : Personnel Services	\$ -	\$ -
		Percent Realized	0%
BUILDING	OPERATING		
10-43-15	OFFICE SUPPLIES	\$ -	\$ 53.50
10-43-16	OPERATING SUPPLIES	\$ -	\$ -
10-43-17	POSTAGE	\$ -	\$ -
10-43-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 45,000.00	\$ 18,360.00
10-43-22	REPAIRS & MAINTENANCE	\$ -	\$ -
10-43-23	VEHICLE EXPENSE	\$ -	\$ -
10-43-26	TRAVEL & MEETINGS	\$ -	\$ -
10-43-27	INSURANCE & BONDS	\$ -	\$ -
10-43-28	UTILITIES	\$ -	\$ -
10-43-29	TELEPHONE & INTERNET	\$ -	\$ -
10-43-30	PUBLISHING ADS	\$ -	\$ 96.52
10-43-31	DUES & SUBSCRIPTIONS	\$ -	\$ 627.68
10-43-33	DATA PROCESSING	\$ -	\$ -
10-43-40	MISCELLANEOUS	\$ -	\$ -
10-43-43	CULTURAL EVENTS	\$ -	\$ -
10-43-44	HUMAN SERVICES	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 45,000.00	\$ 19,137.70
		Percent Realized	43%
BUILDING	CAPITAL OUTLAY & TRANSFERS		
10-43-73	BUILDING IMPROVEMENTS	\$ 5,000.00	\$ -
10-43-74	MACHINERY & EQUIPMENT	\$ -	\$ 13.00
	Subgroup : CAPITAL OUTLAY	\$ 5,000.00	\$ 13.00
		Percent Realized	38%
TOTAL		\$ 50,000.00	\$ 19,150.70
		Percent Realized	38%

ACCOUNT	DESCRIPTION	ADOPTED FY-2025 BUDGET	JULY 31ST ACTUAL
STREETS	PERSONNEL SERVICES		
10-45-02	CONTRACT LABOR	\$ -	\$ -
10-45-03	SALARIES & WAGES	\$ 105,000.00	\$ 44,376.27
10-45-04	EMPLOYER FICA	\$ 6,500.00	\$ 2,705.07
10-45-05	EMPLOYER MEDICARE	\$ 1,500.00	\$ 632.65
10-45-06	UNEMPLOYMENT TAX	\$ 300.00	\$ 87.25
10-45-07	INSURANCE BENEFITS	\$ 19,500.00	\$ 6,866.19
10-45-08	RETIREMENT BENEFITS	\$ 5,500.00	\$ 1,716.54
10-45-09	LIFE/DISABILITY INSURANCE	\$ 500.00	\$ -
10-45-10	WORKMEN'S COMPENSATION	\$ 5,500.00	\$ 4,754.40
10-45-13	OVERTIME	\$ 3,500.00	\$ 578.71
	Subgroup : Personnel Services	\$ 147,800.00	\$ 61,717.08
		Percent Realized	42%
STREETS	OPERATING		
10-45-15	OFFICE SUPPLIES	\$ 200.00	\$ 209.29
10-45-16	OPERATING SUPPLIES	\$ 4,500.00	\$ 3,651.31
10-45-17	POSTAGE	\$ -	\$ -
10-45-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 25,000.00	\$ 12,845.71
10-45-21	AUDIT & BUDGET EXPENSE	\$ 1,500.00	\$ -
10-45-22	REPAIRS & MAINTENANCE	\$ 15,000.00	\$ 9,148.65
10-45-23	VEHICLE EXPENSE	\$ 5,500.00	\$ 5,038.29
10-45-24	RENTALS	\$ -	\$ -
10-45-25	SHOP EXPENSE	\$ 1,000.00	\$ 8,180.51
10-45-26	TRAVEL, MEETINGS & TRAININGS	\$ 1,500.00	\$ 46.37
10-45-27	INSURANCE & BONDS	\$ 3,800.00	\$ 1,289.45
10-45-28	UTILITIES	\$ 15,000.00	\$ 5,398.34
10-45-29	TELEPHONE & INTERNET	\$ 1,500.00	\$ 710.82
10-45-30	PUBLISHING ADS	\$ 500.00	\$ -
10-45-31	DUES & SUBSCRIPTIONS	\$ 3,500.00	\$ 668.71
10-45-33	DATA PROCESSING	\$ 1,250.00	\$ -
10-45-40	MISCELLANEOUS	\$ 1,000.00	\$ -
10-45-42	SNOW REMOVAL	\$ 15,000.00	\$ 122.07
10-45-43	CULTURAL EVENTS	\$ -	\$ -
10-45-44	HUMAN SERVICES	\$ -	\$ -
10-45-45	BUILDING INSPECTOR	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 95,750.00	\$ 47,309.52
		Percent Realized	49%
STREETS	CAPITAL OUTLAY & TRANSFERS		
10-45-70	CAPITAL OUTLAY	\$ -	\$ -
10-45-72	CAPITAL OUTLAY 5TH ST REALIGNMENT	\$ 2,827,675.00	\$ 11,894.58
10-45-73	BUILDING IMPROVEMENTS	\$ -	\$ 47.42
10-45-74	MACHINERY & EQUIPMENT	\$ 20,000.00	\$ 6,513.47
10-45-75	GRANT PROJECTS	\$ 325,000.00	\$ -
10-45-90	TREASURER'S FEE	\$ -	\$ -
10-45-99	TRANSFERS	\$ -	\$ -
	Subgroup : CAPITAL OUTLAY	\$ 3,172,675.00	\$ 18,455.47
		Percent Realized	4%
TOTAL		\$ 3,416,225.00	\$ 127,482.07
		Percent Realized	4%

ACCOUNT	DESCRIPTION	ADOPTED FY-2025 BUDGET	JULY 31ST ACTUAL
PARKS	PERSONNEL SERVICES		
10-46-02	CONTRACT LABOR	\$ -	\$ -
10-46-03	SALARIES & WAGES	\$ 85,000.00	\$ 33,678.91
10-46-04	EMPLOYER FICA	\$ 5,500.00	\$ 2,047.12
10-46-05	EMPLOYER MEDICARE	\$ 1,500.00	\$ 478.76
10-46-06	UNEMPLOYMENT TAX	\$ 200.00	\$ 66.03
10-46-07	INSURANCE BENEFITS	\$ 16,500.00	\$ 5,170.93
10-46-08	RETIREMENT BENEFITS	\$ 4,800.00	\$ 1,173.44
10-46-09	LIFE/DISABILITY INSURANCE	\$ 400.00	\$ -
10-46-10	WORKMEN'S COMPENSATION	\$ 3,000.00	\$ 2,231.32
10-46-13	OVERTIME	\$ 3,000.00	\$ 499.33
	Subgroup : Personnel Services	\$ 119,900.00	\$ 45,345.84
		Percent Realized	38%
PARKS	OPERATING		
10-46-15	OFFICE SUPPLIES	\$ 200.00	\$ 94.11
10-46-16	OPERATING SUPPLIES	\$ 4,500.00	\$ 1,711.17
10-46-17	POSTAGE	\$ 100.00	\$ -
10-46-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 1,000.00	\$ 1,230.00
10-46-21	AUDIT & BUDGET EXPENSE	\$ 2,500.00	\$ -
10-46-22	REPAIRS & MAINTENANCE	\$ 15,000.00	\$ 29,158.30
10-46-23	VEHICLE EXPENSE	\$ 4,500.00	\$ 3,257.70
10-46-24	RENTALS	\$ 3,000.00	\$ 85.00
10-46-25	SHOP EXPENSE	\$ 1,400.00	\$ 2,009.19
10-46-26	TRAVEL, MEETINGS & TRAININGS	\$ 500.00	\$ 46.38
10-46-27	INSURANCE & BONDS	\$ 6,500.00	\$ 1,922.57
10-46-28	UTILITIES	\$ 7,500.00	\$ 3,883.06
10-46-29	TELEPHONE & INTERNET	\$ 500.00	\$ 739.56
10-46-30	PUBLISHING ADS	\$ -	\$ -
10-46-31	DUES & SUBSCRIPTIONS	\$ 3,000.00	\$ 1,658.25
10-46-32	FEES & PERMITS	\$ 500.00	\$ -
10-46-33	DATA PROCESSING	\$ -	\$ -
10-46-40	MISCELLANEOUS	\$ 1,500.00	\$ -
10-46-42	CONTRACT SERVICES	\$ 7,500.00	\$ 500.00
10-46-43	CULTURAL EVENTS	\$ -	\$ -
10-46-44	HUMAN SERVICES	\$ -	\$ 500.00
10-46-45	BUILDING INSPECTOR	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 59,700.00	\$ 46,795.29
		Percent Realized	78%
PARKS	CAPITAL OUTLAY & TRANSFERS		
10-46-70	CAPITAL OUTLAY	\$ 15,000.00	\$ -
10-46-73	BUILDING IMPROVEMENTS	\$ -	\$ 33,384.52
10-46-74	MACHINERY & EQUIPMENT	\$ 15,000.00	\$ 764.72
10-46-75	GRANT PROJECTS	\$ 2,500.00	\$ -
10-46-90	TREASURER'S FEE	\$ -	\$ -
10-46-99	TRANSFERS	\$ -	\$ -
	Subgroup : CAPITAL OUTLAY	\$ 32,500.00	\$ 34,149.24
		Percent Realized	105%
TOTAL		\$ 212,100.00	\$ 126,290.37
		Percent Realized	60%

ACCOUNT	DESCRIPTION	ADOPTED FY-2025 BUDGET	JULY 31ST ACTUAL
WATER			
* Revenue is dependent upon utility rate increases			
WATER UTILITY REVENUE			
60-36-01*	WATER CHARGES	\$ 905,000.00	\$ 539,144.10
60-36-02*	WATER CHARGES - USAGE	\$ 368,000.00	\$ 189,635.98
60-36-03	SALES & SERVICES	\$ 500.00	\$ 325.00
60-36-04	STANDBY TAP FEES	\$ 55,000.00	\$ 30,092.00
60-36-05	BULK WATER	\$ 15,000.00	\$ 7,268.22
60-36-06	RECONNECT FEES & PENALTIES	\$ -	\$ -
60-36-07	WATER TAPS	\$ -	\$ -
60-36-08	TAPS FEES ASSIGNED FOR STORAGE	\$ -	\$ -
60-36-09	START/STOP SERVICE FEES	\$ 5,500.00	\$ 3,600.00
60-36-10	INTEREST	\$ 12,500.00	\$ -
60-36-12	RENTS	\$ 1,000.00	\$ 500.00
60-36-13	MISCELLANEOUS REVENUE	\$ 500.00	\$ 536.94
60-36-15	SALE/DISPOSAL OF ASSETS	\$ 2,500.00	\$ -
60-36-20	PASS THROUGH FUNDS	\$ -	\$ -
60-36-21	DOLA PASS THROUGH REVENUE	\$ -	\$ -
60-36-22	WPA PASS THROUGH REVENUE	\$ -	\$ -
60-36-23	DWRF GRANT (PRINCIPAL LOAN FORGIVENESS)	\$ -	\$ -
60-36-24	DOLA URS PASS THROUGH REVENUE	\$ -	\$ -
60-36-25	LOAN FUNDS	\$ 5,000,000.00	\$ -
60-36-28	WATERSMART GRANT REVENUE	\$ 250,000.00	\$ -
60-36-30	GRANT FUNDS	\$ 1,002,500.00	\$ 470,037.53
60-36-31	CAPITAL CONTRIBUTIONS	\$ -	\$ -
	Subgroup : Total Revenue¹	\$ 7,618,000.00	\$ 1,241,139.77
		Percent Realized	16%
WATER			
¹ Budget Revenues differ from 20-year cashflow analysis, budget is in whole numbers, cashflow is to the penny			
WATER UTILITY PERSONNEL SERVICES			
60-50-02	TRUSTEE/ADMIN SALARIES	\$ 40,500.00	\$ 25,232.91
60-50-03	SALARIES & WAGES	\$ 262,000.00	\$ 145,165.68
60-50-04	EMPLOYER FICA	\$ 20,000.00	\$ 10,437.60
60-50-05	EMPLOYER MEDICARE	\$ 4,750.00	\$ 2,441.07
60-50-06	UNEMPLOYMENT TAX	\$ 700.00	\$ 336.70
60-50-07	INSURANCE BENEFITS	\$ 60,000.00	\$ 31,175.33
60-50-08	RETIREMENT BENEFITS	\$ 15,500.00	\$ 7,651.12
60-50-09	LIFE/DISABILITY INSURANCE	\$ 1,000.00	\$ -
60-50-10	WORKMEN'S COMPENSATION	\$ 5,750.00	\$ 1,440.56
60-50-13	OVERTIME	\$ 15,000.00	\$ 4,718.46
	Subgroup : Personnel Services	\$ 425,200.00	\$ 228,599.43
		Percent Realized	54%
WATER			
WATER UTILITY OPERATING EXPENSES			
60-50-14	CHEMICALS	\$ 25,000.00	\$ 5,346.58
60-50-15	OFFICE SUPPLIES	\$ 2,500.00	\$ 1,648.76
60-50-16	OPERATING SUPPLIES	\$ 20,000.00	\$ 1,124.65
60-50-17	POSTAGE	\$ 4,000.00	\$ 1,832.29
60-50-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 375,000.00	\$ 59,492.66
60-50-21	AUDIT & BUDGET EXPENSE	\$ 15,000.00	\$ 2,900.00
60-50-22	REPAIRS & MAINTENANCE	\$ 50,000.00	\$ 7,367.21
60-50-23	VEHICLE EXPENSE	\$ 5,500.00	\$ 7,140.59
60-50-24	RENTALS	\$ 1,500.00	\$ 744.75
60-50-25	SHOP EXPENSE	\$ 6,500.00	\$ 1,445.25
60-50-26	TRAVEL, MEETINGS & TRAININGS	\$ 3,000.00	\$ 1,223.85
60-50-27	INSURANCE & BONDS	\$ 17,000.00	\$ 14,367.53
60-50-28	UTILITIES	\$ 27,000.00	\$ 11,949.01
60-50-29	TELEPHONE & INTERNET	\$ 8,000.00	\$ 4,369.25

ACCOUNT	DESCRIPTION	ADOPTED FY-2025 BUDGET	JULY 31ST ACTUAL
WATER			
WATER UTILITY OPERATING EXPENSES			
60-50-30	PUBLISHING ADS	\$ 1,000.00	\$ 178.58
60-50-31	DUES & SUBSCRIPTIONS	\$ 21,500.00	\$ 8,861.99
60-50-32	FEES & PERMITS	\$ 2,500.00	\$ 277.08
60-50-33	DATA PROCESSING	\$ 10,500.00	\$ 2,159.00
60-50-40	MISCELLANEOUS	\$ 5,000.00	\$ 11,000.00
60-50-41	WRITEOFF - UNCOLLECTABLE	\$ 500.00	\$ 1,044.99
60-50-42	CONTRACT SERVICES	\$ 15,000.00	\$ 2,675.48
60-50-44	NORRIS RETIREMENT	\$ 7,500.00	\$ 3,920.00
60-50-50	WATER POWER AUTHORITY LOAN	\$ 155,000.00	\$ 209,928.30
60-50-51	DRINKING WATER REVOLVING FUND	\$ -	\$ -
60-50-52	FCNB INTERIM FINANCING	\$ -	\$ -
60-50-54	DEBT SERVICE	\$ -	\$ -
60-50-55	LOAN PRINCIPAL	\$ 12,500.00	\$ 38,291.51
60-50-56	LOAN INTEREST	\$ 25,000.00	\$ 11,717.69
60-50-60	WATER STORAGE EXPENDITURE	\$ -	\$ -
	Subgroup : Water Operating Expenditures	791,000.00	\$ 405,660.42
		Percent Realized	51%
WATER			
WATER UTILITY CAPITAL OUTLAY & TRANSFERS			
60-50-69	RAW WATER METERING	\$ 150,000.00	\$ 27,936.83
60-50-70	CAPITAL OUTLAY	\$ 111,000.00	\$ -
60-50-71	PASS THROUGH ACCOUNT	\$ -	\$ -
60-50-72	WATER TANK RELINNING	\$ 1,883,000.00	\$ 458,731.25
60-50-73	WEST LOOP IMPROVEMENT PROJECT	\$ 3,000,000.00	\$ 19,244.43
60-50-74	WATERSMART GRANT	\$ 335,000.00	\$ 2,587.00
60-50-75	GRANT PROJECTS	\$ 100,000.00	\$ -
60-50-76	BUILDING IMPROVEMENTS	\$ -	\$ 190.85
60-50-77	MACHINERY & EQUIPMENT	\$ 20,000.00	\$ 779.80
60-50-99	TRANSFERS	\$ -	\$ -
	Subgroup : Water Capital Outlay & Transfers	\$ 5,599,000.00	\$ 509,470.16
		Percent Realized	9%
WATER			
WATER UTILITY DEPRECIATION			
60-59-99	DEPRECIATION	\$ 7,000.00	\$ -
	Subgroup : Water Depreciation	\$ 7,000.00	\$ -
		Percent Realized	0%
WATER FUND			
TOTAL REVENUES	\$	7,618,000.00	\$1,241,139.77
TOTAL EXPENDITURES	\$	6,822,200.00	\$1,143,730.01
		Percent Realized	17%
	NET INCOME (LOSS) - Water Utility	\$ 795,800.00	\$ 97,409.76

ACCOUNT	DESCRIPTION	ADOPTED FY-25 BUDGET	JULY 31ST ACTUAL
WASTEWATER			
WASTEWATER UTILITY REVENUE			
70-37-01	SEWER BASE CHARGE	\$ 785,000.00	\$ 458,438.57
70-37-04	SEWER TAPS	\$ 5,000.00	\$ -
70-37-05	SEWER RENTAL PROPERTY	\$ -	\$ -
70-37-07	SALES & SERVICE	\$ -	\$ -
70-37-08	PASS THROUGH FUNDS	\$ -	\$ -
70-37-09	INTEREST INCOME	\$ 25,000.00	\$ 16,004.29
70-37-10	WWTP PAYBACK FUND	\$ -	\$ -
70-37-11	WWTP PAYBACK INTEREST	\$ -	\$ -
70-37-12	RENTS	\$ -	\$ -
70-37-13	GRANT REVENUE	\$ 10,000.00	\$ -
70-37-14	MISCELLANEOUS REVENUE	\$ 5,500.00	\$ 279.47
	Subgroup : Total Revenue	\$ 830,500.00	\$ 474,722.33
		Percent Realized	57%
WASTEWATER			
WASTEWATER UTILITY PERSONNEL SERVICES			
70-51-02	TRUSTEE/ADMIN SALARIES	\$ 40,500.00	\$ 25,232.91
70-51-03	SALARIES & WAGES	\$ 256,000.00	\$ 141,727.61
70-51-04	EMPLOYER FICA	\$ 20,000.00	\$ 10,221.24
70-51-05	EMPLOYER MEDICARE	\$ 4,500.00	\$ 2,390.44
70-51-06	UNEMPLOYMENT TAX	\$ 750.00	\$ 329.73
70-51-07	INSURANCE BENEFITS	\$ 58,000.00	\$ 30,383.94
70-51-08	RETIREMENT BENEFITS	\$ 15,500.00	\$ 7,475.83
70-51-09	LIFE/DISABILITY INSURANCE	\$ 1,000.00	\$ -
70-51-10	WORKMEN'S COMPENSATION	\$ 5,500.00	\$ 1,234.40
70-51-11	OVERTIME	\$ 15,000.00	\$ 4,541.45
	Subgroup : Personnel Services	\$ 416,750.00	\$ 223,537.55
		Percent Realized	54%
WASTEWATER			
WASTEWATER UTILITY OPERATING EXPENSES			
70-51-15	OFFICE SUPPLIES	\$ 1,000.00	\$ 453.00
70-51-16	OPERATING SUPPLIES	\$ 12,000.00	\$ 10,147.41
70-51-17	POSTAGE	\$ 4,000.00	\$ 1,685.20
70-51-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 57,500.00	\$ 31,078.82
70-51-21	AUDIT & BUDGET EXPENSE	\$ 15,000.00	\$ 2,900.00
70-51-22	REPAIRS & MAINTENANCE	\$ 44,500.00	\$ 3,990.43
70-51-23	VEHICLE EXPENSE	\$ 6,500.00	\$ 7,140.65
70-51-24	RENTALS	\$ 1,500.00	\$ 3,613.71
70-51-25	SHOP EXPENSE	\$ 5,500.00	\$ 1,400.10
70-51-26	TRAVEL, MEETINGS & TRAININGS	\$ 2,000.00	\$ 807.47
70-51-27	INSURANCE & BONDS	\$ 7,500.00	\$ 10,350.09
70-51-28	UTILITIES	\$ 40,000.00	\$ 17,182.01
70-51-29	TELEPHONE & INTERNET	\$ 10,000.00	\$ 1,954.15
70-51-30	PUBLISHING ADS	\$ 500.00	\$ 17.47
70-51-31	DUES & SUBSCRIPTIONS	\$ 15,750.00	\$ 7,390.45
70-51-32	FEES & PERMITS	\$ 3,500.00	\$ 1,230.41
70-51-33	DATA PROCESSING	\$ 5,500.00	\$ 2,159.00
70-51-40	MISCELLANEOUS	\$ 5,000.00	\$ 5,000.00
70-51-41	WRITEOFF - UNCOLLECTABLE	\$ -	\$ 125.71
70-51-42	CONTRACT SERVICES	\$ 8,000.00	\$ 1,500.00
70-51-43	GAUGING STATION	\$ 7,000.00	\$ -
70-51-44	NORRIS RETIREMENT	\$ 6,500.00	\$ 3,920.00
70-51-50	DOLA PRINCIPAL & INTEREST	\$ -	\$ -
70-51-51	RURAL DEVELOPMENT PRINCIPAL & INTEREST	\$ 100,000.00	\$ 38,337.50
70-51-52	WWTP PAYBACK FUND EXPENDITURES	\$ -	\$ -
70-51-53	ISSUANCE COSTS	\$ -	\$ -
70-51-54	DEBT RESERVE	\$ 24,000.00	\$ -
	Subgroup : Operating Expenses	\$ 382,750.00	\$ 152,383.58
		Percent Realized	40%

ACCOUNT	DESCRIPTION	ADOPTED FY-25 BUDGET	JULY 31ST ACTUAL
WASTEWATER			
WASTEWATER UTILITY CAPITAL OUTLAY & TRANSFERS			
70-51-70	CAPITAL OUTLAY	\$ 5,500.00	\$ -
70-51-71	PASS THROUGH FUNDS	\$ -	\$ -
70-51-72	ASSET REPLACEMENT RESERVE	\$ -	\$ -
70-51-73	PASS THROUGH OPERATING	\$ -	\$ 32.00
70-51-75	GRANT PROJECTS	\$ 10,000.00	\$ -
70-51-76	BUILDING IMPROVEMENTS	\$ -	\$ 3.80
70-51-77	MACHINERY & EQUIPMENT	\$ -	\$ 60,345.80
70-51-99	TRANSFERS	\$ -	\$ -
	Subgroup : Wastewater Capital Outlay & Transfers	\$ 15,500.00	\$ 60,381.60
		Percent Realized	390%
WASTEWATER			
WASTEWATER UTILITY DEPRECIATION			
70-59-99	DEPRECIATION	\$ 150.00	\$ -
	Subgroup : Wastewater Depreciation	\$ 150.00	\$ -
WASTEWATER FUND			
TOTAL REVENUES	\$	830,500.00	\$474,722.33
TOTAL EXPENDITURES	\$	815,150.00	\$436,302.73
		Percent Realized	54%
	NET INCOME (LOSS) - Wastewater Utility	\$ 15,350.00	\$ 38,419.60

ACCOUNT	DESCRIPTION	ADOPTED FY-25 BUDGET	JULY 31ST ACTUAL
SANITATION			
SANITATION REVENUE			
80-30-02	TRASH CHARGES	\$ 320,000.00	\$ 186,292.30
80-30-03	BULK TRASH CHARGE	\$ 2,500.00	\$ 1,265.00
80-30-04	TIRE PICK UP	\$ -	\$ -
	Subgroup : Total Revenue	\$ 322,500.00	\$ 187,557.30
		Percent Realized	58%
SANITATION			
SANITATION PERSONNEL SERVICES			
80-52-02	CONTRACT/ADMIN SALARIES	\$ 15,000.00	\$ 3,714.66
80-52-03	SALARIES & WAGES	\$ 135,000.00	\$ 100,395.12
80-52-04	EMPLOYER FICA	\$ 9,500.00	\$ 6,282.79
80-52-05	EMPLOYER MEDICARE	\$ 2,500.00	\$ 1,469.36
80-52-06	UNEMPLOYMENT TAX	\$ 400.00	\$ 202.67
80-52-07	INSURANCE BENEFITS	\$ 32,000.00	\$ 17,236.66
80-52-08	RETIREMENT BENEFITS	\$ 7,500.00	\$ 4,218.15
80-52-09	LIFE/DISABILITY INSURANCE	\$ 500.00	\$ -
80-52-10	WORKMEN'S COMPENSATION	\$ 5,500.00	\$ 2,871.08
80-52-11	OVERTIME	\$ 5,000.00	\$ 1,918.71
	Subgroup : Personnel Services	\$ 212,900.00	\$ 138,309.20
		Percent Realized	65%
SANITATION			
SANITATION OPERATING EXPENSES			
80-52-15	OFFICE SUPPLIES	\$ 500.00	\$ 320.84
80-52-16	OPERATING SUPPLIES	\$ 1,000.00	\$ 757.26
80-52-17	POSTAGE	\$ 2,000.00	\$ 1,408.22
80-52-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 12,000.00	\$ 6,978.28
80-52-21	AUDIT & BUDGET EXPENSE	\$ 8,000.00	\$ 2,900.00
80-52-22	REPAIRS & MAINTENANCE	\$ 2,500.00	\$ 2,984.76
80-52-23	VEHICLE EXPENSE	\$ 13,500.00	\$ 9,206.84
80-52-24	RENTALS	\$ 500.00	\$ 32.00
80-52-25	SHOP EXPENSE	\$ 2,500.00	\$ 1,514.92
80-52-26	TRAVEL, MEETINGS & TRAININGS	\$ 2,000.00	\$ 967.46
80-52-27	INSURANCE & BONDS	\$ 7,500.00	\$ 9,299.95
80-52-28	UTILITIES	\$ 2,000.00	\$ 1,174.16
80-52-29	TELEPHONE & INTERNET	\$ 2,200.00	\$ 1,694.68
80-52-30	PUBLISHING ADS	\$ 500.00	\$ 17.36
80-52-31	DUES & SUBSCRIPTIONS	\$ 7,800.00	\$ 6,553.34
80-52-32	FEES & PERMITS	\$ 500.00	\$ -
80-52-33	DATA PROCESSING	\$ 2,500.00	\$ 2,158.98
80-52-40	MISCELLANEOUS	\$ 500.00	\$ -
80-52-41	WRITEOFF - UNCOLLECTABLE	\$ -	\$ -
80-52-42	LANDFILL FEES	\$ 39,000.00	\$ 19,696.15
80-52-43	CLEAN UP DAYS	\$ -	\$ -
	Subgroup : Operating Expenses	\$ 107,000.00	\$ 67,665.20
		Percent Realized	63%
SANITATION			
SANITATION CAPITAL OUTLAY & TRANSFERS			
80-52-70	CAPITAL OUTLAY	\$ -	\$ 28.26
80-52-71	PASS THROUGH FUNDS	\$ -	\$ -
80-52-75	GRANT PROJECTS	\$ -	\$ -
80-52-76	BUILDING IMPROVEMENTS	\$ -	\$ 3.80
80-52-77	MACHINERY & EQUIPMENT	\$ -	\$ 8,068.19
80-52-99	TRANSFERS	\$ -	\$ -
	Subgroup : Sanitation Capital Outlay & Transfers	\$ -	\$ 8,100.25
		Percent Realized	
SANITATION			
SANITATION DEPRECIATION			
80-59-99	DEPRECIATION	\$ -	\$ -
	Subgroup : Sanitation Depreciation	\$ -	\$ -
		Percent Realized	
SANITATION FUND			
TOTAL REVENUES	\$ 322,500.00		\$ 187,557.30
TOTAL EXPENDITURES	\$ 319,900.00		\$ 214,074.65
		Percent Realized	67%
NET INCOME (LOSS) - Sanitation Utility			\$ (26,517.35)

ACCOUNT	DESCRIPTION	ADOPTED FY-25 BUDGET	JULY 31ST ACTUAL
NFV AIRPORT			
NFV AIRPORT REVENUE			
50-31-06	AIRPORT REVENUE	\$ 7,650.00	\$ 3,187.50
50-31-15	TRANSFER FROM GENERAL FUND RESERVE	\$ 72,350.00	\$ -
50-31-16	CAPITAL IMPROVEMENT FUND - AIRPORT GRANTS	\$ -	\$ -
	Subgroup : Total Revenue	\$ 80,000.00	\$ 3,187.50
Percent Realized			4%
NFV AIRPORT			
NFV AIRPORT CAPITAL OUTLAY & TRANSFERS			
50-32-70	CAPITAL OUTLAY	\$ 80,000.00	\$ -
50-52-71	PASS THROUGH FUNDS	\$ -	\$ -
50-52-75	GRANT PROJECTS	\$ -	\$ -
50-52-76	BUILDING IMPROVEMENTS	\$ -	\$ -
50-52-77	MACHINERY & EQUIPMENT	\$ -	\$ -
50-52-99	TRANSFERS	\$ -	\$ -
	Subgroup : NFV Capital Outlay & Transfers	\$ 80,000.00	\$ -
Percent Realized			0%
NFV AIRPORT			
NFV AIRPORT DEPRECIATION			
50-59-99	DEPRECIATION	\$ -	\$ -
	Subgroup : NFV Depreciation	\$ -	\$ -
Percent Realized			0%
NFV AIRPORT			
TOTAL REVENUES	\$ 80,000.00		\$3,187.50
TOTAL EXPENDITURES	\$ 80,000.00		\$0.00
Percent Realized			0%
NET INCOME (LOSS) - NFV CAPITAL IMPROVEMENT FUND			\$3,187.50



Paonia Police Department

DEPARTMENT BRIEFING: SUMMARY OF PROGRESS

08/01/2025

JULY 2025

The department responded to 100 calls for service in the month of July. This is nearly identical to the 101 calls for service we had in July of 2024. July is traditionally a month where the department reduces training and focuses on increased patrol shifts due to the number of events and visitors in town.

July of 2025 consisted of Cherry Day's festivities, Big B's summer concert, and the Top O' The Rockies BMW Rally. These events occurred consecutively and occupied three of the four weekends in July.

2025 also saw an increase in calls for service at Town Park with twelve reported this year and only one in 2024. Not all incidents were criminal in nature with lost/found property calls and parking issues occurring as well.

Several incidents occurred outside of the festival/event time frames and reflect an increased usage of the park facilities in general. Officers are reporting an increase in the number of park users, particularly in the skate park, football field and playground areas.

Paonia Police Department

Law Incident Table, by Date and Time

Date Occurred: 07/01/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:49:36	CRIM MISCHIEF	4th ST, Paonia, CO	PPD	PPD	
13:45:45	CITIZEN ASSIST	GRAND AVE Paonia, CO	PPD	PPD	
18:50:22	Traffic Stop	Samuel Wade Rd., Paonia, CO	PPD	PPD	VW
21:20:31	Traffic Stop	3rd St., Paonia, CO	PPD	PPD	VW
Total Incidents for this Date: 4					

Date Occurred: 07/02/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:56:06	SUSPICIOUS	2ND ST, Paonia, CO	PPD	PPD	
07:15:13	AGENCY ASSIST	HIGHWAY 133, Paonia, CO	PPD	DIST3	AA
15:34:43	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
16:23:00	Parking Problem	GRAND AVE, Paonia, CO	PPD	PPD	
16:23:22	THEFT FROM AUTO	GRAND AVE, Paonia, CO	PPD	PPD	
23:41:37	Parking Problem	GRAND AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 6					

Date Occurred: 07/03/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:14:05	Traffic Stop	PRICE RD & SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
11:31:33	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
11:48:47	Code Enforce	MAIN AVE, Paonia, CO	PPD	PPD	VW
13:56:09	Parking Problem	GRAND AVE, Paonia, CO	PPD	PPD	VW
14:40:14	Traffic Stop	4TH ST & NORTH FORK AVE, Paonia, CO	PPD	PPD	CIT
16:38:14	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	CIT
16:42:02	LOST/FOUND PROP	4th ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 7					

Date Occurred: 07/04/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:48:14	Information	PAN AMERICAN AVE & RIO GRANDE AVE, Paonia, CO	PPD	PPD	
18:26:11	ANIMAL CONTROL	PAN AMERICAN PARK, Paonia, CO	PPD	PPD	CIT
18:48:02	LOST/FOUND PROP	4th ST Paonia, CO	PPD	PPD	
19:50:40	Parking Problem	NIAGARA AVE & 2ND ST, Paonia, CO	PPD	PPD	WW
20:52:01	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	CIT

08/05/25

Law Incident Table, by Date and Time

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
21:35:36	Traffic Stop	Samuel Wade Rd., Paonia, CO	PPD	PPD	VW
23:42:53	Traffic Stop	Samuel Wade Rd., Paonia, CO	PPD	PPD	VW

Total Incidents for this Date: 7

Date Occurred: 07/05/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:07:29	Traffic Stop	2ND ST & POPLAR AVE, Paonia, CO	PPD	PPD	
12:43:35	Information	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 07/06/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:00:48	LOST/FOUND PROP	GRAND AVE;, Paonia, CO	PPD	PPD	RTN
21:32:55	LOST/FOUND PROP	4TH ST, Paonia, CO	PPD	PPD	RTN

Total Incidents for this Date: 2

Date Occurred: 07/07/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:27:55	CITIZEN ASSIST	GRAND AVE, Paonia, CO	PPD	PPD	
09:38:38	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
12:04:09	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 3

Date Occurred: 07/08/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:11:13	Information	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
15:38:34	Traffic Stop	300 Block 3rd St., Paonia, CO	PPD	PPD	VW
15:50:59	Traffic Stop	100 Block 3rd St., Paonia, CO	PPD	PPD	VW
16:11:26	THEFT FROM AUTO	GRAND AVE Paonia, CO	PPD	PPD	
20:08:05	LOST/FOUND PROP	100 Block Niagara Ave., Paonia, CO	PPD	PPD	RTN

Total Incidents for this Date: 5

Date Occurred: 07/09/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:12:08	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
10:19:21	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
11:41:08	Information	4th ST, Paonia, CO	PPD	PPD	

08/05/25

Law Incident Table, by Date and Time

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:19:35	AGENCY ASSIST	WOOD CT, Paonia, CO	PPD	DIST3	AA
17:42:26	Traffic Stop	NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
18:10:06	ANIMAL CONTROL	PAONIA AVE, Paonia, CO	PPD	PPD	VW
18:13:20	Noise Complaint	MEADOWBROOK CT, Paonia, CO	PPD	PPD	
18:42:40	Traffic Stop	OAK AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 8					

Date Occurred: 07/10/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
22:38:33	Parking Problem	2ND ST & POPLAR AVE, Paonia, CO	PPD	PPD	WW
22:56:45	SUSPICIOUS	OAK AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					

Date Occurred: 07/11/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
19:32:18	Traffic Stop	4TH ST & POPLAR AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 1					

Date Occurred: 07/13/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:50:20	ASSAULT	4th ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 07/14/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:04:25	WILDLIFE	4th ST, Paonia, CO	PPD	PPD	
07:19:37	Wanted Person	4TH ST, Paonia, CO	PPD	PPD	A
07:43:48	THEFT	NORTH FORK AVE, Paonia, CO	PPD	PPD	
10:12:58	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
12:24:42	Information	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	
13:25:16	ANIMAL PROBLEM	PAONIA AVE, Paonia, CO	PPD	PPD	VW
Total Incidents for this Date: 6					

Date Occurred: 07/16/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:37:08	Traffic Stop	2ND ST & ORCHARD AVE, Paonia, CO	PPD	PPD	VW
11:24:11	Parking Problem	OAK AVE, Paonia, CO	PPD	PPD	WW
16:52:39	AGENCY ASSIST	PITKIN RD & BETHLEHEM RD, Paonia, CO	PPD	DIST3	AA
17:36:54	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
20:57:56	SUSPICIOUS	4th ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 5					

Law Incident Table, by Date and Time

Date Occurred: 07/17/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:44:24	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
16:45:35	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
18:01:50	Ped Contact	4th ST, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 3

Date Occurred: 07/18/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:46:30	DUI	SAMUEL WADE RD, Paonia, CO	PPD	PPD	A
20:07:42	AGENCY ASSIST	HIGHWAY 133, Hotchkiss, CO	PPD	DIST3	AA
23:01:29	AGENCY ASSIST	LAMBORN MESA RD, Paonia, CO	PPD	DIST3	AA

Total Incidents for this Date: 3

Date Occurred: 07/19/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:23:32	AGENCY ASSIST	ALDER CV, Paonia, CO	PPD	DIST3	AA
16:00:13	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	VW
16:33:41	Traffic Stop	Niagara Ave., Paonia, CO	PPD	PPD	VW
16:57:05	Traffic Stop	Niagara Ave., Paonia, CO	PPD	PPD	VW
17:08:46	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	VW
17:24:26	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
18:09:52	DUI	NIAGARA AVE; NAPA PAIONIA, Paonia, CO	PPD	PPD	A
18:41:19	Traffic Stop	Niagara Ave., Paonia, CO	PPD	PPD	VW
19:02:50	Traffic Stop	Niagara Ave., Paonia, CO	PPD	PPD	VW
21:35:35	Wanted Person	Samuel Wade Rd., Paonia, CO	PPD	PPD	A

Total Incidents for this Date: 10

Date Occurred: 07/22/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
07:27:10	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
12:46:31	Parking Problem	4TH ST, PAONIA, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 07/23/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:04:15	VIN INSPECTION	3RD ST, Paonia, CO	PPD	PPD	
16:19:39	Traffic Stop	2ND ST & NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
16:45:59	Traffic Stop	300 Block 5th St., Paonia, CO	PPD	PPD	VW
19:46:57	Traffic Stop	50 SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT

08/05/25

Law Incident Table, by Date and Time

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
Total Incidents for this Date: 4					
Date Occurred: 07/24/25					
<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
21:00:06	Parking Problem	4TH ST, Paonia, CO	PPD	PPD	WW
21:04:10	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 2					
Date Occurred: 07/25/25					
<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:14:00	AGENCY ASSIST	LAMBORN MESA RD, Paonia, CO	PPD	DIST3	AA
11:15:30	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
11:58:56	VIN INSPECTION	GRAND AVE, Paonia, CO	PPD	PPD	
21:13:00	Ped Contact	GRAND AVE, Paonia, CO	PPD	PPD	VW
Total Incidents for this Date: 4					
Date Occurred: 07/26/25					
<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:45:30	Traffic Stop	Grand Ave, Paonia, CO	PPD	PPD	CIT
15:58:40	Traffic Stop	1ST ST & NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
18:59:52	Traffic Stop	1ST ST & NIAGARA AVE, Paonia, CO	PPD	PPD	CIT
21:39:02	AGENCY ASSIST	S RIVER LN, Hotchkiss, CO	PPD	HPD	AA
Total Incidents for this Date: 4					
Date Occurred: 07/27/25					
<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
19:58:20	ASSAULT	4th ST, Paonia, CO	PPD	PPD	
21:15:46	FIRE	ALDER DRIVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 2					
Date Occurred: 07/29/25					
<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
06:34:03	Parking Problem	3RD ST & OAK AVE, Paonia, CO	PPD	PPD	WW
08:37:27	LOST/FOUND PROP	MAIN AVE, Paonia, CO	PPD	PPD	
11:43:07	FRAUD	ORCHARD AVE, Paonia, CO	PPD	PPD	
14:12:18	Traffic Stop	Block Samuel Wade Rd., Paonia, CO	PPD	PPD	VW
19:55:57	Traffic Stop	100 1ST ST, Paonia, CO	PPD	PPD	VW
Total Incidents for this Date: 5					

08/05/25

Law Incident Table, by Date and Time

Date Occurred: 07/30/25

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:28:23	REDDI	ORCHARD AVE, Paonia, CO	PPD		
15:09:59	Information	MEADOWBROOK BLVD, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Total reported: 100

A-4, AA-8, CIT-21, RTN-3, VW-21, WW-5

A=Arrest

AA=Agency Assist

CIT=Citation

RTN=Returned

VW=Verbal Warning

WW=Written Warning

Report Includes:

All dates between `00:00:01 07/01/25` and `00:00:01 07/31/25`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities

July 2025

Water

Hydro Study completed – waiting on the report

Water Restrictions have started for potable water irrigation

Temp Tank – will be plumbed in this week



Wastewater

Aerators – 20 HP arrived



Grate Repair



Streets

Grand Ave Painting Complete

Rock Asphalt



Concrete curb



Drain and sidewalk by post office repair



Parks

Cherry Days

Rehab grass from Cherry Days



We will work on trying to get grass to grow in front of the stage next or at least a plan for next year

BMW

Finding of sprinklers, sprinklers in the wrong place or bad angles, unknown zones. Quote attempt for new system



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

AGENDA ITEM:	Consideration of Resolution 21-2025 Enacting Stage 2 Fire Restrictions
SUBMITTED BY:	Mayor Smith
DATE:	August 12, 2025
BACKGROUND:	On Thursday, August 7, 2025, Delta County Sheriff Mark Taylor announced the decision to implement Stage 2 fire restrictions in Delta County effective Friday, August 8, 2025 at 12:01 am. Stage 2 restrictions will apply to all unincorporated lands within Delta County, state parks and wildlife areas and within the Town limits of any municipality within Delta County which elects by appropriate ordinance or resolution to have the provisions of stage 2 fire restrictions apply within their jurisdiction. Due to the number of major wildfires currently burning across Western Colorado including the Leroux Fire here in Delta County, the forecast for more hot, dry windy weather combined with extremely low fuel moisture levels, and low humidity levels currently and forecast; Sheriff Taylor felt there was a need to implement Stage 2 fire restrictions to prevent human caused wildfires in Delta County. Sheriff Taylor advised, "Delta County has not received the monsoon moisture patterns we normally see which bring relief to Delta County during the late summer months, instead we have had weeks of hot, dry windy weather and several wildfires which have strained our firefighting resources. Enacting Stage II restrictions is a way to help prevent human caused wildfires and protect the health and safety of residents across Delta County." Stage 2 restrictions implement additional safety measures to reduce the risk caused by human activity that could lead to a wildland fire. Town staff and Chief Laiminger are in agreement that the current fire danger warrants the implementation of Stage 2 Restrictions.
BUDGET:	N/A
RECOMMENDATION:	Make any desired changes to draft Resolution 21-2025, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA COLORADO ENACTING STAGE 2 FIRE RESTRICTIONS WITHIN PAONIA TOWN LIMITS and make a motion to accept.
ATTACHMENTS:	1) Draft Resolution 21-2025, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA COLORADO ENACTING STAGE 2 FIRE RESTRICTIONS WITHIN PAONIA TOWN LIMITS

**TOWN OF PAONIA, COLORADO
RESOLUTION NO. 21-2025**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN
OF PAONIA, COLORADO ENACTING STAGE 2 FIRE
RESTRICTIONS WITHIN PAONIA TOWN LIMITS**

WHEREAS, the Board of Trustees, pursuant to C.R.S. §31-15-601 (j.5), and C.R.S. §31-15-401 (1) (q), is authorized to control and limit fires, including, but limited to, placing restrictions and regulations on where fires are permitted; and

WHEREAS, the Sheriff of Delta County, Colorado pursuant to C.R.S. §30-10-512 and C.R.S. §30-10-513, is authorized to act as fire warden of Delta County and is responsible for coordination of fire suppression efforts within the unincorporated areas of the County outside the boundaries of fire protection districts; and

WHEREAS, on Thursday, August 7, 2025, Delta County Sheriff Mark Taylor announced the decision to implement Stage 2 Fire Restrictions in Delta County effective Friday, August 8, 2025 at 12:01 am upon consultation with Emergency Management, fire protection districts, State and Federal land and wildfire management professionals; and

WHEREAS, Stage 2 Fire Restrictions will apply to all unincorporated lands within Delta County, state parks and wildlife areas and within the Town limits of any municipality within Delta County which elects by appropriate ordinance or resolution to have the provisions of Stage 2 Fire Restrictions apply within their jurisdiction; and

WHEREAS, the current danger of forest and/or grass fires in Paonia and Delta County is high due to ongoing drought conditions across the county with hot, dry, windy weather conditions, low fuel moisture levels, and a low availability of fire suppression resources within the region, which could cause fires to grow rapidly and threaten public safety and private property;

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

SECTION 1. As of August 12, 2025 at 7:30 P.M., Stage 2 Fire Restrictions will be implemented within Paonia.

SECTION 2. Stage 2 Fire Restrictions shall remain in effect until rescinded by Order of the Delta County Sheriff, or by Resolution of the Board of Trustees of the Town of Paonia, whichever happens first.

SECTION 3. The decision to implement Stage 2 Fire Restrictions also aligns with Montrose County, the Uncompahgre Field Office of the Bureau of Land Management and the National Park Service at the Black Canyon of the Gunnison National Park. While recent wildfires such

as the Leroux Fire have been natural ignitions from lightning, the conditions across Delta County are extremely hazardous right now and additional steps are needed to prevent human caused wildfires from spreading and causing impacts to public safety.

Federal fire restrictions may differ from Paonia's fire restrictions. It is the responsibility of individuals to know and adhere to restrictions. A complete listing of county and federal land fire restrictions can be found at: www.WestSlopeFireInfo.com.

SECTION 4. Stage 2 Fire Restrictions implement additional safety measures to reduce the risk caused by human activity that could lead to a wildland fire. Under Stage 2 Fire Restrictions, the following activities are PROHIBITED:

- Building, maintaining, attending or using any fire, campfire or stove fire outside--recreational fires of all kinds are prohibited;
- All open and agricultural burning of trash and/or debris;
- Fires in portable chimineas, charcoal BBQ grills, decorative or warming fire pits and tiki torches;
- Smoking outside in an area NOT void of combustible materials or the disposal of a lit cigarette butt from a moving vehicle;
- The use of explosives or fireworks of any kind as defined pursuant to C.R.S. § 30-15-401(1)(n.7) to include the use of exploding targets and tracer ammunition;
- Use of a motor vehicle/Off Highway Vehicle (OHV) outside the boundaries of an established road, motorized trail or parking in an area outside an established parking area that is NOT void of flammable vegetation within 10 feet of the vehicle;
- Operating a chainsaw or other internal combustion engine without a properly installed USDA or SAE approved spark arrestor;
- Welding or use of acetylene torches which produce a flame outside in an area that is NOT void of all combustible materials of at least 30 feet in all directions from the operating equipment while possessing a pressurized class 2A fire extinguisher.

SECTION 5. The following activities are ALLOWED during Stage 2 Fire Restrictions:

- Propane, natural gas, jellied petroleum or pressurized liquid fuels such as lanterns, BBQ grills, stoves or back-yard fire features when equipped with a shut-off valve when used in an area at least 3 feet in diameter from any flammable material;
- Use of a chainsaw or other internal combustion engine WITH a USDA/SAE approved spark arrestor properly installed and functioning while in possession of an eight (8)

ounce or greater chemical pressurized fire extinguisher and a rounded point shovel with an overall length of at least 35 inches readily available;

- Responsible target practice using normal ammunition non-tracer ammunition;
- Welding in a safe manner in an area void of combustible material within 30 feet and while possessing a chemical pressurized fire extinguisher with a minimum rating of 2A.

INTRODUCED, READ, APPROVED AND ADOPTED by a vote of ____ for and ____ against at a Regular Meeting of the Board of Trustees on August 12, 2025, at 6:30 P.M., at the Paonia Town Hall, 214 Grand Avenue, Paonia, Colorado.

TOWN OF PAONIA, COLORADO

Paige Smith, Mayor

ATTEST:

Samira M. Vetter, Town Clerk



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

AGENDA ITEM:	Thank You Letter to Colorado Grand for \$17,000 Grant for Bathroom Upgrades
SUBMITTED BY:	Mayor Smith
DATE:	August 12, 2025
BACKGROUND:	The Town of Paonia applied for a grant in the amount of \$17,000 with The Colorado Grand on September 21, 2022. The grant requested was intended to fund the remodeling of the men's and women's bathrooms in Town Park. The grant request was approved by The Colorado Grand in November of 2022. Through the talents and efforts of the Public Works staff, the Town has now completed this much needed remodel. Therefore, it's important to thank The Colorado Grand organization and showcase the results.
BUDGET:	N/A
RECOMMENDATION:	Make any desired changes to the draft letter and approve for signing and forwarding to The Colorado Grand
ATTACHMENTS:	1) Town of Paonia September 11, 2022, Grant Request to The Colorado Grand 2) The Colorado Grand November 2022 Notice of Award Letter 3) Draft thank you letter to The Colorado Grand from the Town of Paonia

Town of Paonia



Don Shires
Colorado Grand Charity Chairman
2022 Colorado Grand Community Improvement Grant

September 21, 2022

Dear Mr. Shires:

The Town of Paonia is a small community of approximately 1,500 people on the Western Slope of Colorado. The mission of the Town of Paonia, in partnership and communication with residents, businesses, and schools is dedicated to:

- Honoring our history and heritage.
- Providing excellent services and a safe, healthy, welcoming atmosphere that contributes to a sense of community. Being a place where people choose to live.
- Promoting economic vitality and strategically positioning Paonia for the future. Promoting a steady local economy by supporting agriculture, energy, creative industries, health and wellness, recreation and tourism and our local businesses.
- Honoring the diversity of our population and their independent spirit and freedom of expression.
- Respecting and preserving our beautiful landscape and water resources.

As you may know, the Town has been in the process of transitioning our economy from one focused on the extractive industries to one dedicated to tourism, organic agriculture, healing and the arts. Part of this transition includes making sure our park facilities are adequate for our residents and those who visit our town.

Currently the bathrooms in both the Town Park and Apple Valley Park are in desperate need of upgrades. Neither park has bathrooms that can remain open all year round, and the one in Apple Valley is closed due to serious plumbing problems. We are asking for funds to upgrade both of these public facilities.

The project to repair the plumbing in the Apple Valley Park bathrooms and to paint the structure inside and out is slated to cost approximately \$13,000. Upgrading the electrical wiring to 240 volts and to install heaters in both bathroom structures is about \$2,000. We will also need to install doors in the Town Park bathroom and a light source for another \$2,250. Finally, drinking fountains for both bathrooms will cost about \$2,000. The total for all these renovations is \$21,250.

We are asking the Colorado Grand Community Improvement Fund for a grant of \$17,000 to help in this endeavor. We will provide the matching funds of \$4,250 and the manpower to complete the repairs. We also have a dedicated corps of volunteers who will assist with the painting of the structures.

The Colorado Grand fall tour has been visiting Paonia for many years. We always love when you arrive with your wonderful cars and the drivers who pilot them. It is one of the highlights of our year. You have granted us money in the past and we would greatly appreciate it if you would consider our request again this year. Thank you for your patronage and your generosity. We look forward to seeing you again.

Sincerely,



Mary Bachran

Mayor, Town of Paonia

Apple Valley and Town Park Bathroom Renovation Project

Plumbing + refurbishing (Apple Valley)	\$13,000
Electrical (both parks)	\$1,000
Baseboard heaters (both parks)	\$2,000
Doors (Town park)	\$2,500
Light Inlet (Town park)	\$750
Fountains (both parks)	\$2,000
Total cost	\$21,250
Town matching funds	\$4,250
Total grant request	\$17,000



The Colorado Grand

4915 Pasadena Way Broomfield, CO 80023 | www.co1000.com | info@coloradogrand.org

Town Of Paonia
214 Grand Avenue - P.O. Box 460
Paonia, CO 81428

Re: Grant funding from the Colorado Grand

Dear Mary Bachran,

Thank you for your recent application for funding from the Colorado Grand.

We are excited to notify you of an award in the amount of \$17,000.00

If you have any questions, please do not hesitate to contact me.
Thank you,

Don Shires
donshires@comcast.net
303-931-3291

COLORADO GRAND, INC
8558 Baseline Rd
Lafayette, CO 80026

FirstBank of Colorado

82-504 / 1070

5326

11/16/2022

PAY TO THE
ORDER OF

Town of Paonia

\$ **17,000.00

Seventeen Thousand and 00/100

DOLLARS

Town of Paonia
214 Grand Ave
P.O. Box 460
Paonia, CO 81428

MEMO

COLORADO GRAND, INC.

5326

Town of Paonia

11/16/2022

17,000.00

Cash in Bank - 1st Ba

17,000.00

Park Grants
16-35



Town of Paonia

214 Grand Ave.
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

Tais Field,
Event Coordinator
Tom Horan
Event Chairman
The Colorado Grand
4915 Pasadena Way
Broomfield, CO 80023

8/12/2025

RE: Grant Awarded To The Town of Paonia for \$17,000 in 2022

Dear Event Coordinator Tais Field and Event Chairman Tom Horan,

The Town of Paonia would like to extend our sincere gratitude for being invited to submit a grant application and subsequently being awarded the generous grant of \$17,000 in November of 2022.

The Town has completed a full renovation of the bathrooms located in Paonia Town Park using the funds provided by The Colorado Grand grant. This renovation would not have been possible without The Colorado Grand's financial assistance.

As they say, "a picture is worth a thousand words." Therefore, we are including photos of the Town Park bathrooms before the renovation and are proud to share photos of the recently renovated interior.

Men's Bathroom Before



Men's Bathroom After Renovation



Ladie's Bathroom Before



Ladie's Bathroom After Renovation



On behalf of the Town of Paonia staff and visitors to our lovely Town Park, we want to thank you and your Board of Directors for making the improvements to the Town Park bathrooms a reality.

Sincerely,

Paige Smith, *Mayor*

Kathy Swartz, *Mayor Pro-Tempore*

Rick Stelter, *Trustee*

Lucy Hunter, *Trustee*

Walter Czech, *Trustee*

Mike Heck, *Trustee*

John Valentine, *Trustee*



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

AGENDA ITEM:	Consideration of Accepting Opioid Settlement Agreement for Purdue Pharmaceuticals
SUBMITTED BY:	Stefen Wynn, Town Administrator & Treasurer
DATE:	8.8.2025
BACKGROUND:	The Board of Trustees has previously accepted these settlements from other pharmaceutical companies. The funds have specific purposes for which they can be spent and the Town has historically given its shares of the settlements to the County to manage and disburse on appropriate programs.
BUDGET:	N/A
RECOMMENDATION:	RECOMMENDED MOTION: I move to approve the Purdue Pharmaceuticals opioid settlement agreement and allow administration of the funds to be managed by Delta County.
ATTACHMENT:	Action_Required_Purdue_Direct_Settlement

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Paonia town, CO
Reference Number: CL-1730982

TO COLORADO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION FOR COLORADO LOCAL POLITICAL SUBDIVISIONS TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT WITH PURDUE AND THE SACKLERS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family (the "Direct Purdue Settlement"). This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Participation Package* because all eligible States and Territories, including Colorado, are participating in the Purdue Direct Settlement.

Thanks to the collaboration of Colorado's counties and municipalities, Colorado maximized its settlement proceeds from previous opioid settlements, and we are now asking that you review and sign-on to this settlement so that Colorado can maximize its share of these funds.

All opioid settlement funds that are received as a result of the settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021. Completing the participation forms does not change your decision to "opt-out" to direct funds to the Regional Opioid Abatement Council, or to "opt-in" to retain your direct allocation.

To review your Colorado local government decisions to receive or redirect funds, please see the [Colorado Opioid Settlement Dashboard Local Government page \(opens webpage\)](#).

The proposed Direct Purdue Settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a State earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and becomes effective, your release will become effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing those Purdue Direct Settlement funds. Any subdivision that does not participate may impact and reduce the overall amount of money for programs to remediate the opioid crisis in its State. You are encouraged to discuss the terms and benefits of the Purdue Direct Settlement with your counsel, your Attorney General's Office, and other contacts within your State. Opioid settlement funds which Colorado is entitled to receive as a result of the Purdue Direct Settlement will follow the same [Colorado Opioid Settlement Memorandum of Understanding \(opens PDF\)](#) that was signed in 2021.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in Colorado and how funds will be allocated within Colorado can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to

meet higher settlement payment thresholds, and is therefore strongly encouraged.

(2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.

(3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting included in the package. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions to participate in the Direct Purdue Settlement ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Colorado Attorney General's Office, Opioid Response Unit at Opioids@coag.gov or 720-508-6904.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Paonia town	State: CO
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





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

AGENDA ITEM:	Consideration of Reappointing Town Administrator & Treasurer as the Town's CML Policy Committee Representative and the Town Clerk as the Town's Alternate
SUBMITTED BY:	Stefen Wynn, Town Administrator & Treasurer
DATE:	8.8.2025
BACKGROUND:	The Town of Paonia has been represented for two years by the Town Administrator & Treasurer with the Town Clerk as an alternate to the Colorado Municipal League's Public Policy Committee. The reappointment term will be for the next year, and updates from the committee will be included in the Town Administrator's report while the legislative session in Denver is active.
BUDGET:	N/A
RECOMMENDATION:	RECOMMENDED MOTION: I move to reappoint the Town Administrator & Treasurer as the Town's Representative to the CML policy committee and the Town Clerk as its representative.
ATTACHMENT:	2025-2026 Policy Committee Memo 2025-2026 Policy Committee Roles and Responsibilities 2024-2025 CML Policy Committee Roster



To: CML Member Mayors, Managers and Clerks
Cc: 2025-2026 Policy Committee Members
From: Heather Stauffer, CML Advocacy Manager
Date: July 23, 2025
Subject: Annual Appointment to CML Policy Committee

Following the election of the new CML Executive Board and in preparation for the 2026 legislative session it's now time for Colorado Municipal League (CML) member municipalities to appoint representatives who will serve on the League's 2025-2026 Policy Committee. Additionally, CML's advocacy team encourages municipal members to submit their legislative or policy proposals for committee consideration and recommendation.

CML Policy Committee

Each CML member municipality is entitled to designate at least one representative and one alternate to the League's Policy Committee. Cities with a population over 100,000 are entitled to appoint two representatives and one alternate. Appointments and reappointments to the committee should occur following the CML Annual Conference in June, and members serve for a one-year term. **Please note that appointees from the 2024-2025 policy committee are presumed to carry over unless the League staff is otherwise informed.** CML asks member municipalities to review the current policy committee roster (Attachment A) to verify their policy committee representative(s) and alternate. **If a member municipality has a change in their policy committee representatives, they should email the updated information to Bev Stables at bstables@cml.org by Monday, September 8.**

The CML Policy Committee is an essential part of the policy development process at CML, and all members are encouraged to take advantage of the opportunity to have their voices heard as the committee makes recommendations on legislation that directly impacts municipalities.

Prior to appointment, each policy committee representative and alternate should review the *Policy Committee Roles and Responsibilities document* (Attachment B). General policy committee responsibilities include:

1. Attending and participating in all Policy Committee meetings, in-person or virtually, and voting on policy positions to recommend to the CML Executive Board.

2. Evaluating requests from member municipalities for CML-initiated legislation and making a recommendation to the CML Executive Board.
3. Reviewing the League's [Annual Policy Statement](#) that guides League positions on policy issues affecting municipalities and proposing revisions, if necessary. (Any recommended changes to the policy statement are voted on by CML members at the Annual Business Meeting that takes place as part of CML's Annual Conference.)

CML Initiated Legislation Proposals

Each municipality has the opportunity to submit a proposal for CML-initiated legislation (CML staff will create and carry forth the legislation on behalf of member municipalities) to the full committee for consideration. The municipality's Policy Committee member should be prepared to present their municipality's consensus proposal at the October 17, 2025, Policy Committee meeting.

If a municipality would like to submit a proposal for initiated legislation, they can complete the online form at <https://forms.office.com/r/ZsdCZwmeYE>. This form allows municipal members to directly enter a request for specific legislation they would like CML to initiate.

2025-2026 Policy Statement

The CML Policy Statement is a living document that has evolved throughout the history of the League. When legislation or policy issues are considered, the CML staff, Policy Committee, and Executive Board look first to the Policy Statement to develop recommendations and formal positions. In this way, the policy statement acts as a guide for CML advocacy.

The CML Policy Committee is charged with proposing amendments to the Policy Statement. Members can download a copy of the 2024-2025 Policy Statement at [cml.org](https://forms.office.com/r/n1x8ZKuV6e) on the home page. Requests for amendments to the policy statement can be made through the online form at <https://forms.office.com/r/n1x8ZKuV6e>.

In September, CML will distribute the proposals to policy committee members for review and discussion within that member's municipality. Committee members should review proposals with their municipality or constituency and be prepared to discuss and debate each on behalf of their respective municipalities at each meeting.

CML staff may also submit suggested policy and/or legislative items for the committee's consideration.

Initiated Legislation and Policy Statement Amendments are due no later than COB Monday, September 8.

2025-2026 Policy Committee Meeting dates

- Friday, Oct. 17, 9 -11 a.m.
- Friday, Dec. 5, 9 - 11 a.m.
- Friday, Jan. 16, 9 - 11 a.m. (Virtual only)
- Friday, Feb. 20, 9 - 11 a.m.
- Friday, March 20, 9 -11 a.m. (Virtual only)

Attachments

- Attachment A: 2024-25 Policy Committee Roster
- Attachment B: *Policy Committee Roles and Responsibilities*



Policy Committee Roles and Responsibilities

CML GENERAL GOVERNANCE OVERVIEW

- CML works with and on behalf of Colorado cities and towns to develop and improve municipal government.
- CML provides services that increase the efficiency of Colorado cities and towns.
- CML assists in securing legislative enactments that benefit municipalities while opposing injurious legislation.
- CML always acts in the best interest and for the benefit of all Colorado municipalities and their residents.
- CML conducts all business while adhering to the highest legal and ethical standards.
- CML is governed by an executive board elected by members. The executive board is responsible for setting and establishing policy using existing guidance and recommendations from various committees, including the Policy Committee.

ROLE OF THE POLICY COMMITTEE

- Policy Committee representatives are appointed by their respective municipalities. Each municipality may assign one member and designate an alternate should that member be unable to attend. Cities with a population over 100,000 may appoint two members plus an alternate.
- CML section chairs serve as non-voting members of the committee appointed by their respective sections.
- Policy Committee representatives are responsible for reviewing anticipated, proposed, or introduced legislation provided by CML advocacy staff and voting on recommendations for legislative positions to the CML Board at Policy Committee meetings.
- Representatives are responsible for reviewing requests for CML-initiated legislation from member municipalities or CML staff and voting on a recommendation to the CML Board.
- Representatives are responsible for reviewing CML's Annual Policy Statement and proposing revisions, if necessary. CML members will vote on proposed Policy Statement revisions at CML's Annual Business Meeting.
- CML promotes inclusive leadership development and discourage redundancy: Ensure equitable access to leadership opportunities within both the Policy Committee and Executive Board by encouraging a system of rotation that prevents overlapping memberships. This approach aims to foster diverse perspectives, broaden expertise, and build a dynamic pipeline of leaders across the organization.
- The Policy Committee is dedicated to creating a safe, inclusive space where all members have equal opportunity to voice their perspectives without fear of judgement. Members are

encouraged to actively listen, respect differing opinions, and contribute to an environment that values diversity of thought.

ROLE OF INDIVIDUAL POLICY COMMITTEE REPRESENTATIVES AND ALTERNATES

- **General Expectations**
 - Policy Committee representatives are expected to attend, in person or virtually, all CML policy committee meetings. If you cannot participate in a meeting, please ensure your municipality's designated alternate is available and prepared to attend.
 - Policy Committee representatives are expected to review committee materials with their city councils and relevant municipal staff and departments ahead of CML policy committee meetings to represent their municipality's views accurately.
- **Meeting Expectations**
 - Please arrive on time and ready to participate.
 - Follow the rules and instructions the Policy Committee chair sets forth at the beginning of the meeting.
 - Wait to be recognized by the chair before speaking or making a motion.
 - Having active and engaged committee discussions produces great outcomes. To the extent possible, please minimize distractions during committee meetings, which includes refraining from leaving the room to take phone calls or engaging in unrelated work.
 - Discussions around legislation often lead to passionate conversations, with everyone eager to participate. Dialogue and debate should maintain a civil and respectful atmosphere and tone.
- **Fiduciary Duty**
 - **Duty of Care:** Members must make informed, well-considered decisions based on accurate and current information, dedicating the necessary time and attention to understand relevant issues.
 - **Duty of Loyalty:** Members are expected to prioritize the Municipal League's interests above personal or outside interests, avoiding any actual or perceived conflicts of interest, and must disclose any potential conflicts promptly.
 - **Duty of Obedience:** Members must ensure that all actions and decisions comply with applicable laws, regulations, and organizational policies, safeguarding the League's integrity and public trust.

ROLE OF THE POLICY COMMITTEE CHAIR

- The Policy Committee chair is appointed by and serves at the pleasure of the CML Executive Board President.
- The Policy Committee Chair is responsible for maintaining rules of order and running efficient policy committee meetings.
- The chair will recognize speakers during discussion, recognize motions when made, and call for a vote when appropriate.

- The chair will ensure that each person, both in person and online, has an equal opportunity to speak and make motions during meetings.
- The chair will not recognize speakers for a second time until other members who want to speak have done so.
- The chair will ensure that motions are in order and proceed according to the rules.
- A designated staff member, such as the Communications Manager or Meetings and Event Manager, will assist the Policy Committee Chair in moderating meetings, ensuring smooth engagement with Zoom attendees, and accurately managing vote counts. This support allows the Chair to focus on guiding discussions effectively while staff facilitate technical aspects and participant interaction.

THE ROLE OF THE CML EXECUTIVE BOARD

- CML Executive Board Meetings generally occur the week following CML Policy Committee Meetings.
- The Executive Board has the final authority to establish the League's positions.
- At the CML Executive Board Meetings, the Board will consider recommendations submitted by the CML Policy Committee. A member of the advocacy team will present each recommendation.
- Legislative and policy recommendations may be presented directly to the CML Executive Board when time does not permit waiting to present it to the Policy Committee first.

Full Name	Municipality	Title	Position
Gillian Laycock	AKRON	Town Manager	MEM
Liz Hensley	ALAMOSA	Mayor Pro Tem	ALT
Tyron Coleman	ALAMOSA	Mayor	MEM
Sharon Davis	ARVADA	Councilmember	MEM
Randy Moorman	ARVADA	Councilmember	MEM
Bryan Archer	ARVADA	Chief Financial Officer	SECTCHAIR
Katie Kurtz	ARVADA	Presiding Judge	SECTCHAIR
John Doyle	ASPEN	Mayor Pro Tem	ALT
Roberto Venegas	AURORA	Deputy City Manager	ALT
Angela Lawson	AURORA	Council Member	MEM
Liz Rogers	AURORA	Intergovernmental Relations Manager	MEM
Rachel Allen	AURORA	Client Group Manager/Attorney	SECTCHAIR
Alec W. Oughton	AURORA	Chief, Aurora Fire Rescue	SECTCHAIR
Trish Stiles	BENNETT	Town Manager	MEM
Jodie Willey	BLUE RIVER	Mayor Pro Tem	MEM
Carl Castillo	BOULDER	Chief Policy Advisor	ALT
Matt Benjamin	BOULDER	Council Member	MEM
Tina Marquis	BOULDER	Council Member	MEM
Megan Valliere	BOULDER	City Council Program Manager	STSUPPORT
Laurel Witt	BOULDER	Assistant City Attorney II	STSUPPORT
Keely Ambrose	BRECKENRIDGE	Town Attorney	MEM
Jim Snyder	BRIGHTON	Council Member	ALT
Gregory Mills	BRIGHTON	Mayor	MEM
Sheryl Johnson	BRIGHTON	Executive Administrative Assistant	STSUPPORT
James Marsh-Holschen	BROOMFIELD	Council Member	ALT
Kenny Van Nguyen	BROOMFIELD	Council Member	MEM
Jennifer Hoffman	BROOMFIELD	City & County Manager	SECTCHAIR
Danee Brouillard	BROOMFIELD	Affairs	STSUPPORT

CMO Admin Team	BROOMFIELD		STSUPPORT
Joel Benson	BUENA VISTA	Senior Policy Advisor & Project Advocate	MEM
Greg Swiatkowski	BURLINGTON	Mayor	ALT
James Keehne	BURLINGTON	City Administrator	MEM
John S. Hamrick	CANON CITY	Mayor Pro Tem	MEM
Colin Laird	CARBONDALE	Trustee	MEM
Geoffrey Blue	CASTLE PINES	Council Member	ALT
Roger Hudson	CASTLE PINES	Council Member	MEM
Michael Penny	CASTLE PINES	City Manager	STSUPPORT
Kristin Read	CASTLE ROCK	Assistant Town Manager	ALT
Tim Dietz	CASTLE ROCK	Council Member	MEM
Mick Murray	CEDAREdge	Trustee / Treasurer	ALT
Steve Anderson	CEDAREdge	Trustee	MEM
Marlo Alston	CENTENNIAL	Council Member	MEM
Don S. Sheehan	CENTENNIAL	Council Member	MEM
Naomi Lowell	CENTENNIAL	Executive Assistant to The City Manager's Office	STSUPPORT
Wyatt Peterson	CENTENNIAL	Senior Management Analyst	STSUPPORT
Abigail R. Robbins, MPA	CENTRAL CITY	Finance Director / HR Director	ALT
Daniel Miera	CENTRAL CITY	City Manager	MEM
Robert Eber	CHERRY HILLS VILLAGE	Council Member	ALT
Katy Brown	CHERRY HILLS VILLAGE	Mayor	MEM
Dan Hodges	COLORADO ASSOCIATION OF MUNICI	Executive Director	SECTCHAIR
Jamie Fabos	COLORADO SPRINGS	Chief of Staff	ALT
Carly Hoff	COLORADO SPRINGS	Senior Legislative Analyst	STSUPPORT
Sarah Johnson, MMC	COLORADO SPRINGS	City Clerk	STSUPPORT
Michael Montgomery	COLORADO SPRINGS	Deputy City Council Administrator	STSUPPORT
J.D. McCrumb	COLUMBINE VALLEY	Town Administrator / Town Clerk	MEM
Steven J. Douglas	COMMERCE CITY	Mayor	ALT
Susan Noble	COMMERCE CITY	Council Member	MEM

Annette Peters	COMMERCE CITY	Assistant to The City Manager	STSUPPORT
Randy Looper	CRAIG	Council Member	MEM
Dara MacDonald	CRESTED BUTTE	Town Manager	MEM
Adam Morehead	DACONO	Mayor	ALT
William Tedrow	DELTA	Mayor Pro Tem (District C)	ALT
Elyse Ackerman-Casselberry	DELTA	City Manager	MEM
Jolene Nelson	DELTA	City Clerk	SECTCHAIR
Lucas Palmisano	DENVER	Senior Legislative Policy Analyst	ALT
Timothy Hoffman	DENVER	Director of Policy	MEM
Amanda Sawyer	DENVER	Council Member	MEM
Carolyn Skowrya	DILLON	Mayor	ALT
José Madrigal	DURANGO	City Manager	ALT
Laura Bulzomi	EATON	Trustee	ALT
Liz Heid	EATON	Mayor Pro Tem	MEM
Dan Maples	EDGEWATER	City Manager	MEM
Kit Lammers	EDGEWATER	Community Services Director	SECTCHAIR
Kim Wright	ENGLEWOOD	Council Member	ALT
Steven Ward	ENGLEWOOD	Council Member	MEM
Brandon Bell	ERIE	Council Member	MEM
Dan Kramer	ESTES PARK	Town Attorney	MEM
Janell Sciacca, CMC	FAIRPLAY	Town Administrator / Town Clerk / Interim Treasurer	ALT
Ray Douglas	FAIRPLAY	Mayor Pro Tem	MEM
Bonnie Sellers	FEDERAL HEIGHTS	Council Member	ALT
Celeste Arner	FEDERAL HEIGHTS	Council Member	MEM
Jacqueline Halburnt	FEDERAL HEIGHTS	City Manager	STSUPPORT
Linda J. Haney	FIRESTONE	Trustee	ALT
Sean Doherty	FIRESTONE	Trustee	MEM
Jeni Arndt	FORT COLLINS	Mayor	ALT
Tricia Canonico	FORT COLLINS	Councilperson	MEM

Julie Pignataro	FORT COLLINS	Council Member	MEM
Tyler Marr	FORT COLLINS	Deputy City Manager	STSUPPORT
Virginia Sawyer	FORT COLLINS	Lead Project Manager	STSUPPORT
Jeanelle Andersen	FORT LUPTON	Court Administrator	ALT
Chris Cross	FORT LUPTON	City Administrator	MEM
Brent Nation	FORT MORGAN	City Manager	MEM
Detra Duncan	FOUNTAIN	Council Member	ALT
Scott Trainor	FOUNTAIN	City Manager	MEM
Lisa Jones	FOXFIELD	Mayor	MEM
Ryan Johnson	FREDERICK	Assistant Town Manager - Community and Economic Development	MEM
Leslie Edwards, CPA	FRISCO	Finance Director	MEM
Shannon Vassen	FRUITA	City Manager	MEM
Filbert Archuleta	GARDEN CITY	Mayor	MEM
Storm Gloor	GLENDALE	Mayor Pro Tem	MEM
Lisa Vitry	GOLDEN	Councilor	ALT
Robert Reed	GOLDEN	Councilor	MEM
Josh Hardy	GRANBY	Mayor	MEM
Anna Stout	GRAND JUNCTION	Council Member	MEM
Melissa McDonald	GREELEY	Council Member	ALT
Raymond C. Lee, III	GREELEY	City Manager	MEM
Staycie McNamara	GREELEY	Intergovernmental Relations Officer	MEM
Sunde King	GREEN MOUNTAIN FALLS	Mayor Pro Tem	MEM
David Kerber	GREENWOOD VILLAGE	Mayor Pro Tem	ALT
Libby Hilton Barnacle	GREENWOOD VILLAGE	Councilmember	MEM
James Gelwicks	GUNNISON	Councilor	MEM
Andrew Marsh	IDAHO SPRINGS	City Administrator	ALT
Charles Harmon	IDAHO SPRINGS	Mayor	MEM
Steven Oncley	JAMESTOWN	Trustee	ALT

Ken Lenarcic	JAMESTOWN	Town Administrator	MEM
Mitzi McCoy	JOHNSTOWN	Deputy Town Manager	ALT
Matthew LeCerf	JOHNSTOWN	Town Manager	MEM
Karl Hanlon	KARP NEU HANLON, P.C.	Attorney	MEM
Stacy Brown	KERSEY	Town Manager	MEM
Carol Kerr	KEYSTONE	Town Council Member	MEM
Kimberly Boyd	KIOWA	Town Administrator	MEM
Audrea Rendon	LA JARA	Trustee	MEM
Jaideep Mangat	LAFAYETTE	Mayor	ALT
Nicole Samson	LAFAYETTE	Councilor	MEM
Isabel Cruz	LAKEWOOD	Council Member	MEM
Ben Goldstein	LAKEWOOD	Deputy City Manager	MEM
Greg Tacha	LIMON	Town Manager	ALT
Pam Grove	LITTLETON	Council Member	MEM
Henry "Jay" Carpenter	LONE TREE	Mayor Pro Tem	ALT
Alecia Brown	LONE TREE	Council Member	MEM
Sandi Seader	LONGMONT	Assistant City Manager	ALT
Matthew Popkin	LONGMONT	Council Member	MEM
Pam Roeding	LONGMONT	Procurement Specialist	SECTCHAIR
Samma Fox	LOUISVILLE	Deputy City Manager	ALT
Deborah Fahey	LOUISVILLE	Council Member	MEM
Jacki Marsh	LOVELAND	Mayor	MEM
Jenell Cheever	LOVELAND	Executive Coordinator	STSUPPORT
Brett Stewart	LOVELAND	Assistant to The City Manager	STSUPPORT
Jamie Higgins	MANCOS	Town Clerk / Treasurer	MEM
Denise Howell	MANITOU SPRINGS	City Administrator	MEM
Herman Schranz	MEAD	Trustee	ALT
Colleen G. Whitlow	MEAD	Mayor	SECTCHAIR
Earle Bidez	MINTURN	Mayor	ALT

J. David Reed	MONTROSE	City Councilor	MEM
Terri Wilcox	MONTROSE	Human Resources Director	SECTCHAIR
Steve King	MONUMENT	Mayor Pro Tem	ALT
Mitchell LaKind	MONUMENT	Mayor	MEM
Leal Algiene	MOUNTAIN VIEW	Council Member	MEM
Paul Wisor	MOUNTAIN VILLAGE	Town Manager	MEM
Nicholas Kempin	MT. CRESTED BUTTE	Mayor	MEM
Shannon Lukeman-Hiromasa	NORTHGLENN	Mayor Pro Tem	ALT
Nicholas Walker	NORTHGLENN	Council Member	MEM
Karen Gates	ORDWAY	Treasurer	MEM
Sarah Matchett	PALISADE	Trustee	MEM
Samira M. Vetter	PAONIA	Town Clerk	ALT
Stefen Wynn	PAONIA	Town Administrator	MEM
Travis Elliott	PARACHUTE	Town Manager	MEM
Joshua Rivero	PARKER	Mayor	ALT
Laura Hefta	PARKER	Councilmember	MEM
Emily Hogan	PARKER	Assistant Town Manager - Administration	STSUPPORT
David Brand	PLATTEVILLE	Public Works Director	ALT
Troy Renken	PLATTEVILLE	Town Manager	MEM
Scott Hobson	PUEBLO	Acting Director of Planning and Community Development	ALT
Mark Aliff	PUEBLO	City Council President	MEM
Brian McCain	PUEBLO	Chief of Staff	MEM
Lisa Coughlin	PUEBLO	Court Administrator	SECTCHAIR
Alyssa Parga	PUEBLO	Executive Assistant	STSUPPORT
Tracey Sample	PUEBLO	Executive Assistant	STSUPPORT
Andrew Shaffer	RANGELY	Mayor Pro Tem	ALT
Preston Neill	RIDGWAY	Town Manager	MEM
Duane Gurulé	ROCKY FORD	Mayor	MEM

Christy Doon	SALIDA	City Administrator / HR Director	MEM
Nicholas J. Wharton, MPA	SEVERANCE	Town Manager	ALT
Matthew Fries	SEVERANCE	Mayor	MEM
Michael Moreno	SHERIDAN	Council Member	ALT
Terrance Kelly	SHERIDAN	Council Member	MEM
Kim Ingelhart	SILT	Trustee	ALT
Derek Hanrahan	SILT	Mayor Pro Tem	MEM
Clint Kinney	SNOWMASS VILLAGE	Town Manager	MEM
Bryan Swintek	STEAMBOAT SPRINGS	Councilor	ALT
Gail Garey	STEAMBOAT SPRINGS	City Council President	MEM
Luke Janes	STERLING	Mayor Pro Tem	MEM
Neal Shah	SUPERIOR	Council Member	ALT
Jason Serbu	SUPERIOR	Mayor Pro Tem	MEM
Karen Bigelow	THORNTON	Mayor Pro Tem	ALT
Roberta Ayala	THORNTON	Council Member	MEM
Chris Russell	THORNTON	Council Member	MEM
James Baird	THORNTON	Police Chief	SECTCHAIR
Todd Barnes	THORNTON	Communications Director	SECTCHAIR
Patricia Ellis	THORNTON	Administrative Specialist III	STSUPPORT
Manuel Trujillo	TRINIDAD	Council Member	ALT
Karen Griego	TRINIDAD	Mayor	MEM
Russell W. Forrest	VAIL	Town Manager	MEM
Patti Garcia	WELLINGTON	Town Administrator	ALT
Shirrell Tietz	WELLINGTON	Trustee	ALT
Edward Cannon	WELLINGTON	Trustee	MEM
David DeMott	WESTMINSTER	Councillor	ALT
Claire Carmelia	WESTMINSTER	Councillor	MEM
Amber Hott	WESTMINSTER	Councillor	MEM
John Burke	WESTMINSTER	City Engineer	SECTCHAIR

Theresa Booco	WESTMINSTER	Policy and Budget Coordinator	STSUPPORT
Council Events	WESTMINSTER		STSUPPORT
Bud Starker	WHEAT RIDGE	Mayor	MEM
Jill Hassman	WIDNER JURAN LLP	Attorney/Partner	ALT
Eric Lucas	WINDSOR	Deputy Town Manager	ALT
Shane Hale	WINDSOR	Town Manager	MEM
James DePue	WRAY	City Manager	MEM
Marc E. Shay	YUMA	Council Member	ALT
Terri Frame	YUMA	Council Member	MEM



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

AGENDA ITEM:	Consideration of Request from the Learning Council ti Apply Ordinance 25-04 Special Events and Resolution 15-2025 Amended Fee Structure to Arbol Market Retroactively.
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	August 12, 2025
BACKGROUND:	On February 11, 2025 the Board of Trustees formed an Ad Hoc Special Events Committee to redo the Town's Special Event process, making the process more streamlined and determining fees and sponsorship questions that had been discussed for years. On April 22, 2025 The Learning Council came and asked for full sponsorship for Arbol Market. This was before the Ad Hoc Committee was finished with what became, Ordinance 25-04 Special Events and Resolution 15-2025 and the Board declined to commit to any sponsorship at that time. Since it has already been discussed and voted on by you, it has to come back to the Board for their request to have it retroactively applied. Marion Madanguit will be presenting and asking the Board to retroactively apply the new structure to Arbol Market.
BUDGET:	Event not complete yet
RECOMMENDATION:	
ATTACHMENT:	Request to be on Agenda Arbol Event Application Arbol fees receipt April 22, 2025 Meeting Minutes Ordinance 25-04 Special Events Resolution 15-2025 Amending Fee Schedule



Name: Marion Madanguit

Address/Email: 138 Grand Ave, Paonia
arbolfarmersmarket@thelearningcouncil.org

Phone: 847-903-1426

Date of Request: July 2, 2025

Meeting Date Request: August 12, 2025

Subject: Request for Sponsorship Support for 2025 Arbol Farmers Market

Please describe below, in as much detail as possible, information concerning the item you wish to present before the Board of Trustees. If the Board of Trustees has all the information needed, they can make a decision or render an opinion in a much more expeditious manner. Your appearance is required for the Board of Trustees to make a decision.

Presentation:

On behalf of The Learning Council, we respectfully submit this request for sponsorship support from the Town of Paonia for the 2025 Arbol Farmers Market. We are requesting a sponsorship in lieu of fees in the amount of \$1,175, representing 50% of our town-related fees for the 2025 market season. In addition, we respectfully request the continued waiver of the additional vendor fee, which has historically been waived in previous years.

We believe our request aligns with the sponsorship criteria outlined by the Town and fulfills multiple community objectives:

1. Hosted by a Local Non-Profit, Community-Based Organization

The Arbol Farmers Market is hosted and managed by The Learning Council, a local 501(c)(3) nonprofit that has proudly operated the market since 2020. Our mission is to connect local food with local people, support local agriculture, and improve community health—from the soil up.

2. Promotes Community Engagement, Economic Development, and Supports In-Town Businesses and Brings in Sales Tax Revenue

The Arbol Farmers Market is held in Paonia Town Park every week from May 13 to October 14, fostering a vibrant, community-centered space. In 2024, we:

- Hosted 25+ local vendors, including 12 local farms
- Generated over \$150,000 in direct local economic activity
- Facilitated nearly \$20,000 in SNAP and DoubleUp Food Bucks sales, improving healthy food access for low-income residents
- Contributed nearly \$9,000 in tax revenue to the city and state
- Attracted consistent foot traffic, including regional visitors who travel more than an hour to attend

The market acts as both a marketplace and a community gathering point, supporting economic vitality while fostering civic and cultural connection.

3. Charitable, Educational, and Civic Pursuits

Beyond sales, the market offers free programming throughout the season:

- Live music from local artists weekly
- Educational agricultural demonstrations (8 in 2024)
- A welcoming environment for all residents to engage with local food systems, sustainability practices, and community wellness

We also respectfully request that the additional vendor fee be waived, as it has in previous years. This fee presents a significant barrier for our small, seasonal market. With full-time vendors paying only \$230 per season (about \$10/week), an added \$5 per day is a considerable cost. Maintaining low vendor fees ensures that our market remains accessible and viable for small farmers, ranchers, and food producers.

We deeply appreciate the Town's past support and partnership and hope to continue building on this relationship. The Arbol Farmers Market is a key contributor to a resilient, regenerative, and localized economy, and with your sponsorship, we can ensure its continued success and growth.

Town of Paonia
Park/Event Registration Application

This form is intended for events over 100 people using public property. The Town of Paonia encourages the use of its parks for the pleasure of its citizens, and reminds applicants to consider impacts on neighbors living adjacent to these public areas so we may all continue to enjoy our parks!

Please contact the Town office should there be any questions in filling out this form. The Town office is open from 8:00a to 4:30p Monday through Friday.

Thank you~

*Please contact the Town office should there be any questions in filling out this form.
The Town office is open from 8:00a to 4:30p Monday through Friday.
Thank you~*

Applicant Name: Marion Madanguit

Organization: The Learning Council / Arbol Farmers Market

Mailing Address: PO Box 1744, Paonia, CO 81428

Telephone Number: [REDACTED]

Event Manager (if different than Applicant):

Event Manager Telephone:

Event Manager E-Mail: arbolfarmersmarket@thelearningcouncil.org

Applicant Name: Marion Madanguit

Organization: The Learning Council / Arbol Farmers Market

Mailing Address: PO Box 1744, Paonia, CO 81428

Telephone Number: [REDACTED]

Event Manager (if different than Applicant):

Event Manager Telephone:

Event Manager E-Mail: arbolfarmersmarket@thelearningcouncil.org

Applicant Name: Marion Madanguit

Organization: The Learning Council / Arbol Farmers Market

Mailing Address: PO Box 1744, Paonia, CO 81428

Telephone Number: [REDACTED]

Event Manager (if different than Applicant):

Event Manager Telephone:

Event Manager E-Mail: arbolfarmersmarket@thelearningcouncil.org

Applicant Name: Marion Madanguit

Organization: The Learning Council / Arbol Farmers Market

Mailing Address: PO Box 1744, Paonia, CO 81428

Telephone Number: [REDACTED]

Event Manager (if different than Applicant):

Event Manager Telephone:

Event Manager E-Mail: arbolfarmersmarket@thelearningcouncil.org

Applicant Name: Marion Madanguit

Organization: The Learning Council / Arbol Farmers Market

Mailing Address: PO Box 1744, Paonia, CO 81428

Telephone Number: [REDACTED]

Event Manager (if different than Applicant):

Event Manager Telephone:

Event Manager E-Mail: arbolfarmersmarket@thelearningcouncil.org

Applicant Name: Marion Madanguit

Organization: The Learning Council / Arbol Farmers Market

Mailing Address: PO Box 1744, Paonia, CO 81428

Telephone Number: [REDACTED]

Event Manager (if different than Applicant):

Event Manager Telephone:

Event Manager E-Mail: arbolfarmersmarket@thelearningcouncil.org

Applicant Name: Marion Madanguit

Organization: The Learning Council / Arbol Farmers Market

Mailing Address: PO Box 1744, Paonia, CO 81428

Telephone Number: [REDACTED]

Event Manager (if different than Applicant):

Event Manager Telephone:

Event Manager E-Mail: arbolfarmersmarket@thelearningcouncil.org

Please describe the event: _____

The Arbol Farmers Market is a year-round market that offers local organic produce, flowers, fruit, herbs, honey, meat, breads, artisan goods, and more. It's a vibrant community event with live music, wood-fired pizza, a donations-based, locally-sourced community meal prepared by The Learning Council, and educational opportunities throughout the season.

Event Date(s): Tuesdays, 5/13 - 9/2 Event Hours: 5 PM - 7:30 PM

Event Date(s): Tuesdays, 9/2 - 10/14 Event Hours: 5 PM - 7 PM

Event Date(s): _____ Event Hours: _____

Event Date(s): _____ Event Hours: _____

Please describe the event: _____

The Arbol Farmers Market is a year-round market that offers local organic produce, flowers, fruit, herbs, honey, meat, breads, artisan goods, and more. It's a vibrant community event with live music, wood-fired pizza, a donations-based, locally-sourced community meal prepared by The Learning Council, and educational opportunities throughout the season.

Event Date(s): Tuesdays, 5/13 - 9/2 Event Hours: 5 PM - 7:30 PM

Event Date(s): Tuesdays, 9/2 - 10/14 Event Hours: 5 PM - 7 PM

Event Date(s): _____ Event Hours: _____

Event Date(s): _____ Event Hours: _____

Please describe the event: _____

The Arbol Farmers Market is a year-round market that offers local organic produce, flowers, fruit, herbs, honey, meat, breads, artisan goods, and more. It's a vibrant community event with live music, wood-fired pizza, a donations-based, locally-sourced community meal prepared by The Learning Council, and educational opportunities throughout the season.

Event Date(s): Tuesdays, 5/13 - 9/2 Event Hours: 5 PM - 7:30 PM

Event Date(s): Tuesdays, 9/2 - 10/14 Event Hours: 5 PM - 7 PM

Event Date(s): _____ Event Hours: _____

Event Date(s): _____ Event Hours: _____

Please describe the event: _____

The Arbol Farmers Market is a year-round market that offers local organic produce, flowers, fruit, herbs, honey, meat, breads, artisan goods, and more. It's a vibrant community event with live music, wood-fired pizza, a donations-based, locally-sourced community meal prepared by The Learning Council, and educational opportunities throughout the season.

Event Date(s): Tuesdays, 5/13 - 9/2 Event Hours: 5 PM - 7:30 PM

Event Date(s): Tuesdays, 9/2 - 10/14 Event Hours: 5 PM - 7 PM

Event Date(s): _____ Event Hours: _____

Event Date(s): _____ Event Hours: _____

Please describe the event: _____

The Arbol Farmers Market is a year-round market that offers local organic produce, flowers, fruit, herbs, honey, meat, breads, artisan goods, and more. It's a vibrant community event with live music, wood-fired pizza, a donations-based, locally-sourced community meal prepared by The Learning Council, and educational opportunities throughout the season.

Event Date(s): Tuesdays, 5/13 - 9/2 Event Hours: 5 PM - 7:30 PM

Event Date(s): Tuesdays, 9/2 - 10/14 Event Hours: 5 PM - 7 PM

Event Date(s): _____ Event Hours: _____

Event Date(s): _____ Event Hours: _____

Please describe the event: _____

The Arbol Farmers Market is a year-round market that offers local organic produce, flowers, fruit, herbs, honey, meat, breads, artisan goods, and more. It's a vibrant community event with live music, wood-fired pizza, a donations-based, locally-sourced community meal prepared by The Learning Council, and educational opportunities throughout the season.

Event Date(s): Tuesdays, 5/13 - 9/2 Event Hours: 5 PM - 7:30 PM

Event Date(s): Tuesdays, 9/2 - 10/14 Event Hours: 5 PM - 7 PM

Event Date(s): _____ Event Hours: _____

Event Date(s): _____ Event Hours: _____

Which park do you want to use?

- ☒ Town Park – 700 Fourth Street ☒ Center Road
☐ Green space including shelters and gazebo
☐ Football Field area
☐ Apple Valley Park – 45 Pan American Avenue
☐ Poulos Park – 221 Grand Avenue (*no commercial activity allowed*)

Will there be alcohol?

- ☒ No
☐ Yes, but we are not selling it.
☐ An On-Premise Liquor Application is required.
☐ Yes, and we would like to sell it.
☐ We are a non-profit and submitted From DR-8439 Application for a Special Event Permit and any associated forms required.
☐ On an attached piece of paper is the Alcohol Mitigation Plan.

Will there be vendors?

- ☐ No
☒ Yes
☒ A list of vendors is being provided to the Town for tax compliance.
☒ We have contacted the Department of Revenue to work out how taxes will be submitted for the event; either electronically or manually.
☒ Vendors will be notified that tax compliance will be monitored.
☒ Chalk or tape are permitted to define vendor boundaries on the grass.

Are you having a parade? Do you need a street closed?

- ☒ No
☐ Yes. Attached is the street closure request form noting the day, hours and route information.

Do you have any special requests? (ie - gate openings at certain times?)

- ☐ No
☒ Yes
We are requesting to have the bathroom open during our event and access to sport lighting in the fall season. We are also requesting sponsorship from the Town to help cover Town fees and operating expenses.

Pricing:

☒ **Half Day (6 Hours or less)** \$ 100.00/day

Includes: 3 dumpsters and up to 5 vendors

Date Submitted _____ Amount \$2,300

☐ **Full Day (6+ Hours until 10:00p)** \$ 175.00/day

Includes: 3 dumpsters and up to 10 vendors

Date Submitted _____ Amount _____

☐ **Multi-Day Rate (3+ consecutive days)** \$ 150.00/day

Includes: 3 dumpsters and up to 10 vendors

Date Submitted _____ Amount _____

☒ **Additional Vendors (More than 10)** \$ 5.00/ea

Date Submitted _____ Amount _____

☐ **Trash:** The Town will provide 3 dumpsters. If the event requires more, it is the responsibility of the applicant to contract with a local agency for additional services. Compostable ware is strongly encouraged from all vendors and event managers. Styrofoam not permitted.

Date Submitted _____ Amount _____

☐ **Any additional fees submitted (*street closure, liquor licensing, etc*):**

Type: _____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

Date Submitted _____ Amount _____

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

TOTAL FEES SUBMITTED \$ _____

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

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

- ☒ Communication Contacts
- ☒ Liability Insurance
(\$1,000,000 minimum AND the Town of Paonia needs to be listed as an additional insured)
- ☒ Medical Plan (ie - How do you plan on addressing a person who is injured at the event?)
- ☒ Parking Plan (ie-Staff versus Visitor parking)
- ☒ Safety Plan (ie – How would you deal with a natural emergency or a tree limb falling?)
- ☒ Security Plan (ie – Vendor security, controlling alcohol, etc)

Promotion:

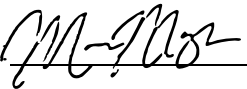
The Town is willing to promote your event by posting submitted material on the Town website, the Town of Paonia Facebook page, via e-mail to people who are on the Town's subscribed list, and/or a poster placed in the Town Hall entryway.

Any material to be promoted must be submitted no less than thirty (30) days before the first day of the event. Material shall only be promoted once for each avenue noted above.

The undersigned agrees to restore the park to pre-event condition, safety standards will be observed at all times, no glass will be brought into the park and all fees submitted are non-refundable, even if the event is canceled.

Signed and submitted this 1 day of April, 20 25.

Printed Name: Marion Madanguit

Signature: 

- ☐ No less than one week before the event, a meeting **must** be scheduled with the Public Works Director, Parks Maintenance, Town Clerk and the Police Chief, or designees to finalize all plans and coordinate last minute items.

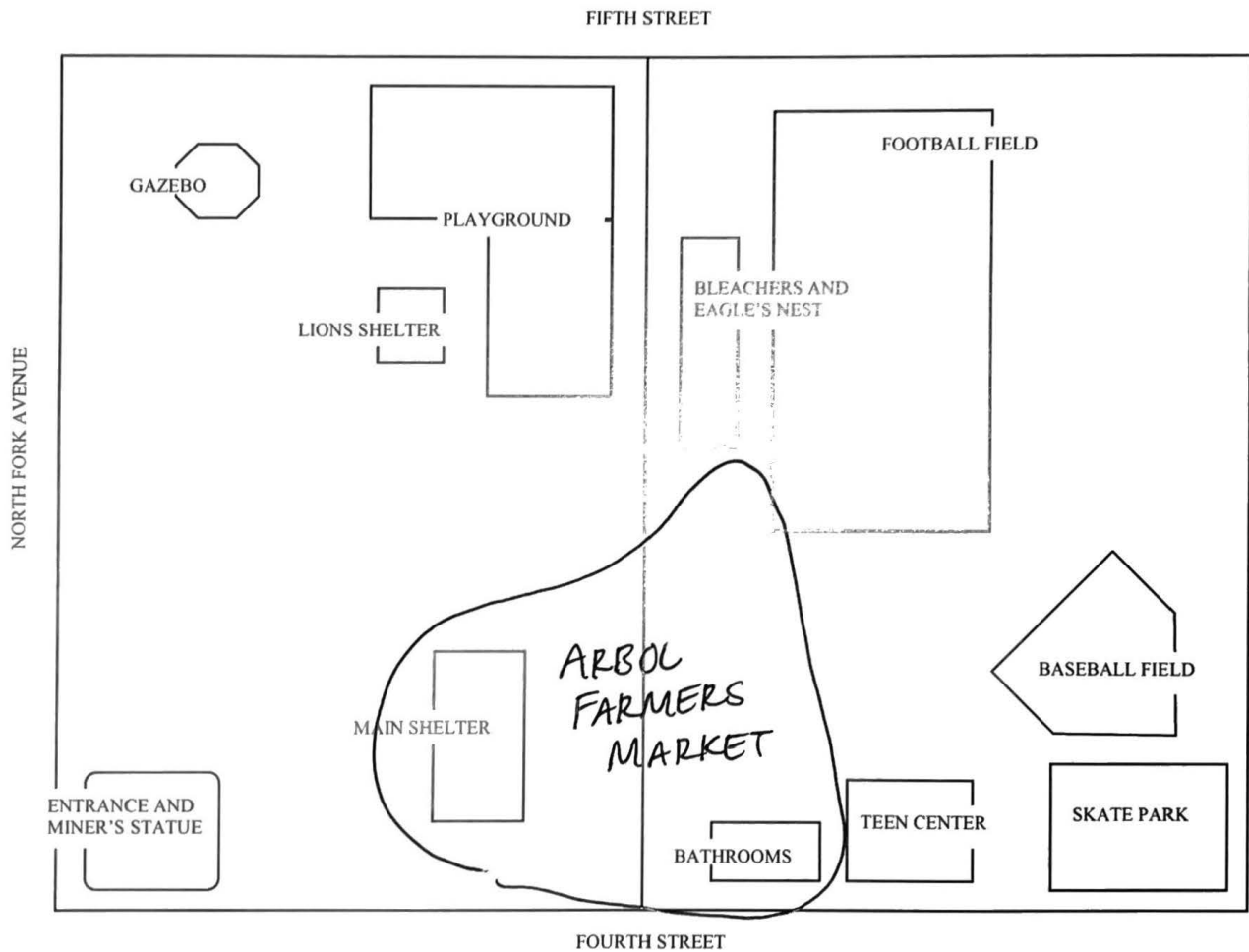
- ☒ **Date of Pre-Event Meeting:** _____
Application is deemed complete and is accepted. Employee Initials SMV

- ☒ Application requires Board of Trustee Approval. _____

Hearing Date: April 22, 2025

Comments: No fees collected until after Board determines whether or not to sponsor
the event _____

TOWN PARK MAP





The Learning Council

education, creativity, & life skills

PO Box 1744 Paonia, CO 81428 970-433-5852

Contacts

Name	Position	Email	Phone Number
Alicia Michelsen	Executive Director	alicia@thelearningcouncil.org	
Marion Madanguit	Market Manager	arbolfarmersmarket@thelearningcouncil.org	
Mark Waltermire	Committee Member	thistlewhistlefarm@gmail.com	
Tony Prendergast	Committee Member	tony.predergast@gmail.com	
Laura Phillips	Committee Member	liquidskier1@gmail.com	

Medical Plan

The Arbol Farmers Market will be held every Tuesday from May 13 to October 14. We anticipate 200-250 participants weekly.

The Health and Safety Point of Contact for these events is Alicia Michelsen. She can be reached by phone or text at [REDACTED] or by email at alicia@thelearningcouncil.org. During the Arbol Farmers Market, there will be professional medical care providers such as nurses and EMTs present. Alicia is certified in CPR and Emergency First Aid. In the event of a medical emergency, these medical professionals will be the first point of contact. We will have a comprehensive first aid kit at the event. We will also utilize local resources such as the North Fork Ambulance and Paonia Police if necessary.

If a person is injured at this event and it is safe to move them, we will move the person to a centrally located place away from the activity, where medical professionals can assist the person until an ambulance arrives.

If necessary, we will utilize West Elk Clinic for minor medical problems and triage.

We are planning for the safety of our participants and strongly feel that an ounce of prevention is worth a pound of cure, so we will be doing our best to provide a safe environment at the Town Park. We will be sure that pathways are cleared for people and emergency vehicles. We plan to space vendors 12 feet apart from each other to ensure clear pathways. We will host a meeting for our safety team prior to the market and the safety team will remain in contact and accessible throughout the event.

Parking Plan

Customers can park all around the park and the streets nearby. We encourage staff and vendors to park further away from the park so that elders and guests may have access to closer parking.

Safety Plan

We will be using temporary structures (i.e. event tents with walls) for vendor and informational booths to protect people, food, and equipment from the elements. We will be utilizing electricity during our event. We will keep all electrical outlets secured from the weather and keep electrical wires taped or pinned down.

In the event of adverse weather or a natural emergency, we will shut down the event and send people home. In the case of a tree limb falling, we will ensure that all participants are safe and moved from the area, and we will work with our safety team and local authorities to remove the limb.

We will keep exits clear so that there is always a direct exit route available. We will utilize the multiple entrances and exits to keep the flow of pedestrians from blocking up. We will be providing access for people with special needs.

Security Plan

Vendors will be responsible for the security of their booths. Booths will be set up between 3:00 and 5:00 PM and taken down by 8:30 PM.

There will be a team for setup and breakdown of each market. Members of this team will be employed to assist with security, safety, parking, regulations, maintenance of the hand washing and sanitizing stations, and overseeing the event.

Town of Paonia Temporary Banner Permit

Organization Name: THE LEARNING COUNCIL / ARBOL FARMERS MARKET
Address: PO BOX 1244 PAONIA, CO 81428
Contact Person: MARION MADANGUIT Telephone #: [REDACTED]

Event: ARBOL FARMERS MARKET Date(s): TUE 5/13 -10/14

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

Banner Specifications:

- ☒ Not to exceed 3 Foot Height x 16 Foot Length
- ☒ Must have air holes
- ☒ Installation performed by applicant

(Note: The Applicant agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the services to be provided under this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, or other fault of the Applicant, any subcontractor of the Applicant, or any officer, employee, or agent of the Applicant or any subcontractor of the Applicant. Applicant further waives and releases the Town, and its officers and its employees, from any and all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which Applicant may suffer and which arise out of or are in any manner connected with the services to be provided under this Agreement.)

Banners may be installed up to two (2) weeks prior to event and
must be removed no later than five (5) days after the event.

I, the undersigned, hereby agree to all terms and conditions set forth herein.
Failure to comply may result in the inability to apply for future permits.

Applicant Signature: _____

Date: 4/1/2025

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

Applications will not be accepted more than 60 days in advance of the event date and will not be processed and/or dates blocked out until a COMPLETE application and all fees have been received by the Town of Paonia.

Town of Paonia
PO Box 460
214 Grand Avenue
Paonia CO 81428-0460

(970) 527-4101

Receipt No: 1.000185533

May 12, 2025

The Learning Council

Previous Balance:	.00
App. Fees, Licenses & Permits - Arbol Market 2025	1,200.00

Total:	1,200.00
--------	----------

Check	Check No: 1070	1,200.00
Total Applied:		1,200.00

Change Tendered:	.00
------------------	-----

05/12/2025 2:10 PM

PAID

MAY 12 2025

**TOWN OF PAONIA
214 GRAND AVENUE**

THE LEARNING COUNCIL
PO BOX 1744
PAONIA, CO 81428

80-1915/865 1070

DATE 12 May 2025

PAY TO TOWN of Paonia
THE ORDER OF One thousand two hundred - \$ 1200
DOLLARS

Heat Reactive Ink

OakStar BANK www.oakstarbank.com

MEMO [REDACTED]

Alicia Michelsen MP

INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

Original fees: \$ 2,300.00
<less 50%>: \$ -1,150.00 (Due to recycling & composting.)
Adjusted Fee: \$ 1,150.00
Banner Fee: \$ 50.00
Total Fees: \$ 1,200.00 - Paid 5/12/2025 - Check # 1070



**Town of Paonia;
214 Grand Avenue
Tuesday, April 22, 2025 6:30 PM
Town Board Minutes**
<https://us02web.zoom.us/j/81065034677>
Meeting ID: 810 6503 4677

Roll Call

The Mayor called the meeting to order at 6:30 PM.

PRESENT:

Mayor Paige Smith
Mayor Pro-Tem Kathy Swartz
Trustee John Valentine (Zoom)
Trustee Walter Czech
Trustee Mike Heck
Trustee Lucy Hunter (Zoom)
Trustee Rick Stelter

Approval of Agenda

Mayor Pro-Tem Swartz moved to approve the agenda with the removal of Item # 7, seconded by Trustee Stelter.

The motion carries unanimously.

Announcements

Mayor Pro-Tem Swartz makes an announcement about West Elk Church's Clean up Day and Jumbo's reopening

Mayor Pro-Tem Swartz reads "Appreciations".

Public Comment

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

No public comment is made.

Consent Agenda

Trustee Stelter moved to approve the consent agenda with changes made to the April 1st, 2025 meeting minutes, seconded by Mayor Pro-Tem Swartz.

The motion carries unanimously.

Staff Reports

Town Administrator Wynn gives highlights on the Departmental scorecard and staff answers questions for the Board of Trustees about different projects.

Actions & Presentations

Public Hearing-

Consider a Request for Approval of a Major Subdivision Application from David Warren & Dan Rubinoff for Lot 2 of Clark's End Subdivision.

Mayor Smith opens the Public Hearing at 6:45 PM

Trustee Heck asks about a potential conflict with his wife previously serving on the Planning Commission when the project was first approved many years ago. Since there is no pecuniary advantage it is determined that there is no conflict.

Clerk Vetter confirms proper notification was made.
Town Administrator Wynn goes over the staff report in the packet.

David Warren, owner and representative of Daniel Rubinoff in this matter gives a short presentation about the requested Major Subdivision.

Public Hearing ends at 6:59 PM

No objection by the members of the Board of Trustees to the items included in the record.

Mayor Pro-Tem Swartz comments that the project looks very straightforward

Mayor Pro-Tem Swartz makes a motion to approve the application for subdivision of the property commonly known as: TBD Clark Avenue, Paonia, CO 81428 because it does not adversely affect the public health, safety and welfare of the existing residential neighborhood, that the subdivision substantially conforms to the Comprehensive (Master) Plan, and promotes infill construction within the Town limits while considering density, zoning and compatibility of surrounding land uses.; with the following condition(s): that the applicant may only build one dwelling unit for each of the new lots, seconded by Trustee Heck.

The motion carries unanimously.

Item # 1- Special Event Permit 25-01 - Arbol Farmer's Market -

Marion Madanguit gives a presentation about Arbol Farmer's Market.

Board Discussion: sponsoring fully, lowered payment, incurred costs, different ways of sponsoring besides waiving fees, sponsoring banner, trash conscientious, budget.

Trustee Hunter makes a motion to approve SEP 25-01, seconded by Trustee Stelter.

Trustee Czech makes a motion to amend the main motion to waive \$1000.00, seconded by Mayor Pro-Tem Swartz.

Voting Aye: Mayor Pro-Tem Swartz, Trustee Czech

Voting Nay: Trustee Stelter, Trustee Hunter, Trustee Heck, Trustee Valentine

The motion to amend fails.

Trustee Stelter calls the previous question.

The motion carries unanimously.

Mayor Pro-Tem Swartz makes a motion to approve sponsoring Arbol Farmer's Market for \$750.00.

The motion dies for lack of a second.

Item # 2 - Consideration of Selecting a Water Attorney Based on Proposals, Interviews and Scoring

Trustee Stelter makes a motion to approve engaging the services of NSW as the Town's Water Attorney and Direct the Town Administrator to sign a Continuing Services Agreement, seconded by Trustee Czech.

The motion carries unanimously.

Item # 3 - Consideration of Appointment to the Zoning Board of Adjustments

Greg Schroeder introduces himself to the Board and opens himself up for questions.

Trustee Stelter makes a motion to appoint Greg Schroeder to the Zoning Board of Adjustments, seconded by Trustee Heck.

The motion carries unanimously.

Item # 4 - Consideration of Appointment to the Tree Board Lisa Short introduces herself and opens herself up to questions from the Board.

Trustee Stelter makes a motion, to appoint Lisa Short to the open seat on the Tree Board, seconded by Trustee Czech.

The motion carries unanimously.

Item # 5 - Consideration of Directing Staff on Enforcing Section 16-11-20 of the Paonia Municipal Code

Town Administrator Wynn gives background on the issue and reads the Town Attorney's Memorandum into the record.

Public Comment:

M. Durlin: comments in favor of changing the ordinance.

S. Watson: comments on double standards

A. Wynn: comments on home health givers and state law

Mayor Pro-Tem Swartz makes a motion to table this subject until the May 13, 2025, seconded by Trustee Stelter.

The motion carries unanimously.

Item # 6 - Consideration of Approval of Ordinance 25-01 Publishing by Title

Public Comment:

S. Watson: Comments on readability on website.

Trustee Stelter makes a motion to approve Ordinance 25-01 Publishing by Title, seconded by Trustee Heck.

The motion carries unanimously.

Item # 7 - Consideration of Adopting Resolution 12- 2025 Board Rules of Procedure

Agenda Item removed.

Item # 8 - Consideration of Resolution 13-2025 Temporary Moratorium on Enforcement

Public Comment:

S. Watson: comments on ambiguity

D. Spiegall: comments on resolution

Trustee Stelter makes a motion to adopt Resolution 13-2025, seconded by Trustee Hunter.



The motion carries unanimously.

Item # 9 - Consideration of Acceptance of Resolution 14-2025 Expedited Review of Affordable Housing Applications

Town Administrator Wynn gives background on the need for the Resolution to fulfill the requirements for DOLA to release the remainder of the IHOP grant.

Public Comment:

S. Yeamans: comments on short-term rentals

S. Watson: comments on spare rooms.

J. Park: comments on affordable housing

Board discussion covers timing, state funding, and definitions of affordable housing.

Mayor Pro-Tem Swartz makes a motion to adopt Resolution 14-2025, seconded by Trustee Stelter.

Voting Aye: Mayor Pro-Tem Swartz, Trustee Stelter, Trustee Czech, Trustee Hunter, Trustee Valentine

Voting Nay: Trustee Heck

Item # 10 - Consideration of Approval of the Services Agreement between the Town of Paonia and Colorado Complete Clean

Trustee Stelter makes a motion to enter the 3 year contract agreement with Colorado Complete Clean for Town Hall cleaning services, with the option to renew for 2 additional years, seconded by Trustee Heck.

The motion carries unanimously.

Item # 11 - Consideration of Approval of Ordinance 25-03 An Ordinance Approving Loans From the Colorado Water Resources and Power Development Authority ("CWRPDA") in the Aggregate Principal Amounts Not to Exceed \$3,744,000 (the "Leveraged Loan"), \$3,000,000 (the "Direct Loan") and \$3,000,000 (the "BIL Principal Forgiveness (PF) Loan"); Authorizing the Forms and Execution of the Loan Agreements and Governmental Agency Bonds to Evidence Such Loans; Authorizing the Construction of a Project; Prescribing Other Details in Connection Therewith; and Declaring an Emergency.

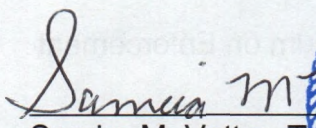
Mayor Pro-Tem Swartz makes a motion to call a Special Meeting on Thursday April 24, 2025 at 9 am to consider this item, seconded by Trustee Stelter.

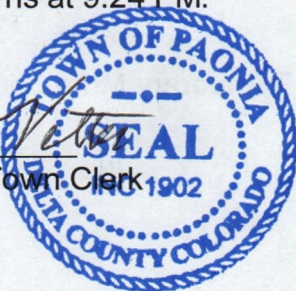
The motion carries unanimously.

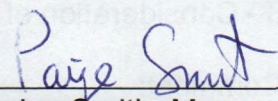
Mayor & Trustee Reports

Adjournment

The meeting adjourns at 9:24 PM.


Samira M. Vetter, Town Clerk




Paige Smith, Mayor

**TOWN OF PAONIA, COLORADO
ORDINANCE NO. 2025-04**

**AN ORDINANCE OF THE TOWN OF PAONIA, COLORADO
ENACTING ARTICLE 5, SPECIAL EVENTS, OF CHAPTER 6,
BUSINESS LICENSES AND REGULATIONS, OF THE PAONIA
MUNICIPAL CODE; AMENDING ARTICLE 3, PUBLIC PARKS, OF
CHAPTER 11, STREETS, SIDEWALKS AND PUBLIC PLACES;**

WHEREAS, the Town of Paonia, Colorado (the "Town") is a statutory municipality organized pursuant to Colorado Revised Statutes (C.R.S) §31-1-203; and

WHEREAS, C.R.S. §31-15-201 establishes Administrative Powers for Statutory Municipalities, and C.R.S. §31-15-501 establishes powers to regulate businesses which include special events; and

WHEREAS, Chapter 6 of the Town's Municipal Code (the "Code") sets forth the Town's policies for Business Licenses and Regulations; and

WHEREAS, the Town is desirous of updating, modernizing, and clarifying its regulations on special events, fees related to special events and the use of public property for special events; and

WHEREAS, the Town established a Special Events ad-hoc committee made up of the Town Administrator & Treasurer, two Trustees, and two Organizers of major special events; and

WHEREAS, the recommendations of the Special Events ad-hoc committee were discussed during the May 27, 2025, Regularly Scheduled Board of Trustees meeting and direction given to Staff to draft an Ordinance that updates the Town's Code on Special Events.

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

1. The foregoing recitals are incorporated by reference as the findings and determinations of the Board of Trustees.
2. Article 5 of Chapter 6 of the Code is hereby enacted to read as follows:

Article 5. SPECIAL EVENTS.

Sec. 6-5-10. Short Title. This section shall be known and may be cited as the TOWN OF PAONIA SPECIAL EVENTS ORDINANCE.

Sec. 6-5-20. Purpose and Findings.

- (a) **Purpose.** The purpose of this Article is to establish a procedure for permitting and regulating special events, as that term is defined in this Article. It is not the intent of this Article to regulate speech or other forms of conduct protected by either the First Amendment to the United States Constitution or by the Colorado Constitution. The permitting process established by this Article is intended to be content neutral and not subject matter based. This Article is intended merely to establish a nondiscriminatory mechanism by which the Town can control, through appropriate regulation, the holding of special events.
- (b) **Findings.** The Town of Paonia is authorized to regulate businesses operating within the Town pursuant to section 31-15-501, Colorado Revised Statutes. Special events, as defined in this chapter, contribute to the economic, cultural, social, and environmental health and well-being of the community. However, by their nature, special events create circumstances that may require additional regulatory controls, impact the quality of life for neighboring properties to the special event location, including, but not limited to, the need for crowd control, sanitation, security, maintenance of traffic and traffic control, parking, infrastructure, and desire to balance the quality and quantity of events. In enacting this article, the Board of Trustees is exercising its police power as granted by the constitution and statutes of the State of Colorado, as well as its power to license and regulate business activities.

Sec. 6-5-30. Definitions.

As used in this article, the following words have the following meanings, unless the context clearly requires otherwise:

APPLICANT: A Person who has submitted an application for permit pursuant to this article.

APPLICATION: An application for permit submitted pursuant to this article.

DAY: A calendar day, unless otherwise indicated.

ENTERTAINMENT: Includes, but is not limited to, touring exhibitions, concerts, performances of dance, music, drama, art and comedy, parades, sporting exhibitions or contests, festivals, fairs, automotive displays, and performances of skill.

EVENT

ORGANIZER: Any person identified in the special event permit application who conducts, manages, promotes, organizes, aids or solicits attendance at or for a special event.

FILMING:

The taking of motion pictures, the taking of still photography or the use and operation of television cameras or transmitting television equipment, including radio remotes and any preparatory activity associated therewith, and shall include events that include, but are not limited to, the making of feature or documentary films, television serials, webcasts, simulcasts or specials.

FIRST

AMENDMENT

SPECIAL EVENT:

A gathering, assembly, or event conducted on public property that is primarily intended to express or communicate views protected under the First Amendment to the United States Constitution, including but not limited to speech, press, assembly, and the right to petition the government. This may include protests, demonstrations, rallies, marches, vigils, or similar expressive activities. Such events are generally not subject to standard permitting requirements for time, place, or manner unless those regulations are content-neutral, narrowly tailored to serve a significant governmental interest, and leave open ample alternative channels for communication.

*LOCAL NON-
PROFIT,
COMMUNITY-
BASED*

ORGANIZATION:

A legally recognized, non-profit entity with its principal headquarters located within the 81428 zip code. These organizations must operate primarily for charitable, educational, cultural, environmental, or civic purposes and demonstrate that their activities predominantly benefit Paonia residents or significantly contribute to the community's overall quality of life.

MULTIPLE DAY

SPECIAL EVENTS:

Special Events lasting two (2) or more consecutive days.

PERMIT:

A permit issued by the Town pursuant to this article.

PERMITTEE:

The person to whom a permit has been issued pursuant to this article.

PERSON:

Any public or private corporation, firm, partnership, limited liability entity of any kind, association, organization, government or any other group acting as a unit, as well as a natural person.

SPECIAL EVENT
Or (EVENT):

A planned or organized occurrence the primary purpose of which is entertainment that is any organized formation, parade, procession or assembly consisting of, or reasonably expected to consist of, one hundred (100) or more persons, and which may include animals, vehicles or any combination thereof, which is to assemble or travel in unison on any public street and which does not comply with normal or usual traffic regulations or controls (cattle driving or herding any other livestock is exempted from this definition); any organized assemblage consisting of, or reasonably expected to consist of, one hundred (100) or more persons at any public park which is to gather for a common purpose under the direction or control of a single person, event organizer, or organization; any other organized activity conducted by a person, organization or event organizer for a common or collective use, purpose or benefit which involves the use of, or has impact on, other public property or facilities and the provision of public safety services to the activity; any event that requires the temporary closure of a public street, alley or right of way or the erection of barricades; examples of special events include, but are not limited to, concerts parades, circuses, fairs, festivals, block parties, community events, mass participation sports (e.g. marathons, running events, bicycle races or tours, etc.), motorcycle rallies or spectator sports.

SPECIAL EVENT
VENUE:

The area within which a special event will be conducted and for which a special event permit has been issued, including any areas necessary for staging or disbanding the special event.

SPONSORSHIP IN
LIEU OF FEES:

Financial or in-kind support to the Town in exchange for 50% waiver of fees or \$500, whichever is more, for fees associated with a special event; the sponsorship must offer a measurable benefit to the Town and the value of the sponsorship must be equivalent to or greater than the waived fees.

TOWN:

The Town of Paonia.

TOWN SERVICE
FEES:

Fees due to the Town by a Permittee to reimburse the Town for its costs incurred in providing services to or for the benefit of the permittee's Special Event. Such fees include, but are not limited to, the use of Town personnel and/or equipment, Town public safety services, Town venues or facilities charges, and/or other expenses incurred or spent by the Town for the benefit of or required in connection with the Special Event.

Sec. 6-5-40. Permit Required; Exceptions.

(a) Permit Required. It shall be unlawful for any person or organization to conduct, promote, manage, aid, or solicit attendance at a special event without first obtaining a special event permit in accordance with this article.

(b) Exceptions. A special event permit is not required for any of the following activities:

1. An indoor special event of any kind occurring on private property.
2. Livestock droving.
3. Funeral processions.
4. Public activities conducted by the Town or other governmental entity acting within the scope of its authority.
5. Picketing or other first amendment activities, so long as:
 - i. The activity does not involve the use of vehicles, equipment, animals, fireworks, pyrotechnics;
 - ii. No fee or donation is charged or required as a condition of participation in or attendance in the activity;
 - iii. The activity is conducted in accordance with the law;
 - iv. Any person staging, holding presenting, or conducting such an event that expects one hundred (100) or more people must obtain a permit pursuant to this article, but there shall be no fee required aside from a refundable deposit for repairs and or cleaning, and the deadline for submission of an application does not apply to such an application that follows picketing or other first amendment activities.

Sec. 6-5-50. Application for Permit.

(a) A Person, Event Organizer, and/or Applicant seeking to obtain a permit shall file an Application with the Town. The form of the Application shall be established by the Town Administrator. An Application shall not be filed sooner than three hundred sixty five (365) Days, but not less than sixty (60) Days prior to the date on which the Special Event is to be held.

(b) At a minimum an Application should request the following information if determined to be applicable by the Town Administrator:

1. The name, address and telephone number of the Event Organizer and all persons working for the Event Organizer authorized to answer for the event on the Day of the Special Event to ensure adequate communication between the Town and the Event Organizer and designees.
2. The Date(s), Time(s) and purpose of the Special Event, a description of the anticipated Special Event Venue and the number and type of participants and spectators expected at the event.

3. A proposed traffic plan for the event venue and surrounding areas affected by the Special Event.
4. The number and location of portable sanitation facilities and a schedule for delivery, removal and cleanup.
5. A description of the public safety or other public facilities or resources requested to accommodate the Special event.
6. Other equipment or services requested to conduct the Special Event with due regard to participant and public health, safety and welfare.
7. The number of persons proposed or required to monitor or facilitate the Special Event and provide spectator or participant control and direction for the Special Event using public streets, sidewalks, or other facilities.
8. A medical plan containing provisions for first aid or emergency medical services, or both, based on the special event's risk factors.
9. An estimate of the time and resources needed to clean the venue area after the event.
10. Proof of insurance and surety bond information.
11. Any special or unusual requirements that may be needed or created by virtue of the proposed Special Event.
12. Any other information reasonably required by the Town Administrator.

(c) The Town Administrator may waive the minimum filing period and accept an Application filed within a shorter time period if, after due consideration of the date, time, place, and nature of the Special Event, the anticipated number of participants, and the Town services required in connection with the Special Event, the Town Administrator determines that sufficient time exists for the proper investigation and review of the Application; that the waiver will not present a hazard to public health, safety or welfare; and that the waiver will not create a substantial burden on the Town's staff or financial resources.

1. Applications received after the established deadline may be subject to denial or a late fee.

Sec. 6-5-60. Fees, Costs, Sponsorship in Lieu of Fees.

- (a) When an Application is filed an Applicant shall pay to the Town a nonrefundable Application fee in an amount established by Resolution by the Board of Trustees as may be amended from time to time.
- (b) If the Application includes a request to use any Town property or any Town service in connection with the Special Event, or if the Applicant is required as a condition of the permit to use any Town property or services in connection with the Special Event, the Applicant will be provided with an estimate of Town Service Fees based on a fee schedule, and the Applicant shall pay the estimated amount of the Town Services Fees

to the Town at the time of the issuance of the Permit. A final assessment of the amount of the Town Service Fees related to the Special Event will occur upon completion of the Special Event. All Town Service Fees will be adjusted to reflect the actual cost. The final amount of the Town Service Fees must be paid by the Permittee in full within thirty (30) days of the final assessment and receipt of invoice of Town costs for the special event. Any portion of the final amount of the Town Services Fees that are not paid when due shall be paid prior to any future Application by the Event Organizer, Organization, Applicant and/or Permittee.

1. Calculation of fees per day of the Special event do not include setup and breakdown days so long as they do not exceed twenty-four (24) hours for setup and twenty-four (24) hours for breakdown.
- (c) There are no fees due to the Town in connection with the issuance of a First Amendment Special Event Permit aside from a refundable damage deposit established by Resolution of the Board of Trustees as may be amended from time to time.
- (d) An Applicant may submit a Sponsorship in Lieu of Fees waiver request with its Application. The Town Administrator shall decide all Sponsorship in Lieu of Fees waiver requests. In deciding a Sponsorship in Lieu of Fees waiver request, the Town Administrator shall give due consideration to the following criteria:
1. Hosted by a Local Non-Profit, Community-Based Organization.
 2. Promotes community engagement, economic development and supports in-Town businesses.
 3. Brings in, Town of Paonia sales tax revenue.
 4. Charitable, educational, and civic pursuits.
 5. Event sponsorship level equal to or greater than the amount of fees waived.
- (e) The Town Administrator may grant a Sponsorship in Lieu of Fees waiver request in whole or in part, or the Town Administrator may deny Sponsorship in Lieu of Fees waiver request.
- (f) A Sponsorship in Lieu of Fees waiver granted by the Town Administrator shall be limited to a maximum of \$500 or 50% of fees, whichever is higher.
1. Consideration of a Sponsorship in Lieu of Fees waiver request does not include a reduction in fees associated with liquor licensing for Special Events and the provisions of Paonia Municipal Code §6-1-40 and §6-1-60 apply without reduction or waiver.
 2. Consideration of a Sponsorship in Lieu of Fees waiver request does not include a reduction of fees for additional vendors over any established limits as set by the Application that may be amended from time to time by the Town Administrator.

3. Consideration of a Sponsorship in Lieu of Fees waiver request does not include the fees associated with a street closure permit pursuant to §11-1-80 of the Paonia Municipal Code.
4. The decision of the Town Administrator on a Sponsorship in Lieu of Fees waiver shall be final.

Sec. 6-5-70. Special Event Permit Review, Investigation, Issuance, Denial, Suspension or Revocation of Permit.

- (a) Special Event Permit Review. Upon receipt of a fully completed Application along with all information required in connection with it, and the payment of the Application fee(s) as required by §6-5-60 of this Article, the Town Administrator shall transmit copies of the Application to relevant persons, agencies, or departments of the Town as the Town Administrator identifies as relevant to the Special Event Application.
- (b) Special Event Permit Investigation. Within thirty (30) days of receipt of a completed Application, those Town departments and other referral agencies described in subsection (a) of this section shall provide the Town Administrator with comments concerning the Application. If an Application is accepted by the Town Administrator less than ninety (90) days before the proposed Special Event is to be held, the town departments and other referral agencies shall use their best efforts to provide the Town Administrator with their comments in a timely manner so that the Town Administrator will have the comments before making a decision on the Application.
- (c) Standards for Issuance of Special Events Permits. The Town Administrator shall issue a permit when, from consideration of the Application and from such other information as may otherwise be obtained, the Town Administrator determines that:
 1. The proposed Special Event will positively impact the Town culturally, economically, environmentally, or socially.
 2. The Application (including any required attachments and submissions) is complete and signed by the Applicant.
 3. The Applicant has paid the Application Fee(s) and any other fees required by §6-5-60 of this Article.
 4. The Application does not contain a material falsehood or misrepresentation.
 5. The Application complies with all of the requirements of this Article.
 6. The Applicant is legally competent to contract under Colorado law.
 7. The Applicant, the Person on whose behalf the Application is made, or the Event Organizer has not previously damaged Town property and failed to pay in full for such damage, and the Applicant does not have other outstanding and unpaid debts to the Town.
 8. If the Applicant previously held a Special Event in the Town, the Applicant complied with all requirements of the Town Special Event permit for such

Application, as well as all applicable requirements of this Article and other applicable laws.

9. The duration of the event will not be longer than five (5) consecutive days, unless the Town Administrator, after taking into account all relevant factors related to the event, determines that the proposed event may be longer.
10. The proposed Special Event will not conflict with:
 - i. A Special Event for which a permit has previously been issued;
 - ii. A Town sponsored event;
 - iii. An annual Special Event which is reasonably expected to be held again, but for which an Application has yet to be submitted; or
 - iv. An event protected by the First Amendment to the United States Constitution or by the Colorado Constitution which due to its anticipated size, location, hours of operation, or other relevant factors, is reasonably expected to require such Town services or personnel as to make the holding of the Special Event for which the Application was submitted a potential risk to the public health, safety or welfare.
11. The activities of the proposed Special Event will not cause significant disruption in the ability of the Town to deliver or provide essential government services.
12. Sufficient parking is available near the site of the proposed special event to accommodate the number of vehicles reasonably expected for the event, or an acceptable transportation and parking plan to provide adequate parking for the proposed Special Event has been submitted and approved by the Police Chief and the Town Administrator.
13. The proposed Special Event will not pose a danger to the public health, safety or welfare.
14. The Applicant must provide, when required, a certificate of current commercial general liability insurance or special event liability insurance, due at least 15 days prior to the event.
 - i. The commercial general liability or special event liability insurance coverage shall be in the name of the primary Permittee, shall have limits not less than those specified and shall name the Town as an additional insured.
 - ii. The insurance limits shall be five hundred thousand dollars (\$500,000) combined single limit for bodily injury and property damage for each occurrence or claim made with an aggregate of one million dollars (\$1,000,000).
 - iii. Each insurance policy shall contain an endorsement to the effect that the insurance carrier shall notify the Town Administrator at least

fifteen (15) days in advance of the effective date of any reduction or cancelation of the policy. The cancelation or reduction of insurance coverage shall be cause for automatic suspension of the Special Event Permit until coverage shall be reinstated. All policies shall be kept in force for the period of the Special Event permit, including setup and breakdown days.

15. For all Special Event applications that include full or partial street closures the provisions of Paonia Municipal Code §11-1-80, Street Closure; permit, must be followed.

16. Duties of Permittee. In connection with the holding of the event for which a permit is issued, a Permittee shall:

- i. Comply with all of the terms and conditions of the permit;
- ii. Comply with all applicable Town ordinances and state and federal laws, including, but not limited to, all state and local liquor laws and regulations if a Special Event liquor license has been issued for the event;
- iii. Permit inspections of its records and Special Event facilities by the Town Administrator, or designee, for the purpose of determining the Permittee's compliance with the terms and conditions of the permit;
- iv. A Special event permit shall be continuously posted in a conspicuous location at the site of the Special Event throughout the duration of the Special Event;
- v. All vendors associated with the Special Event permit shall conspicuously post their state special event sales tax license that shows the name of the Special Event for which they have received their license; and
- vi. All vendors associated with a special event permit that is longer than six (6) days must conspicuously display their state sales tax license.

(d) Denial of Permit. The Town Administrator shall deny an Application for Special Event permit if the Town Administrator determines that:

1. The Application fails to meet any of the standards set forth in §6-5-70 (c) of this article;
2. Information contained in the Application, or supplemental information requested from the Applicant is found to be false in any material aspect;
3. The time, route, or size of the event will substantially interrupt the safe and orderly movement of traffic on or contiguous to the event site or route or will disrupt the use of a street or highway at a time when it is usually subject to heavy traffic congestion;
4. The location of the event will substantially interfere with any construction or maintenance work scheduled to take place upon or along the town streets or property;

5. The Applicant has failed to pay costs, fees, or deposits for a previous Special Event permit within the preceding five (5) years; or the Applicant has failed to pay the Town for damages arising from a previous Special Event held by the Applicant, regardless of when such event was held; or
6. The Applicant has failed to abide by the requirements or conditions of previous Special Event permits within the preceding five (5) years, or in the case of Multiple Day Special Events, fails to abide by the requirements or conditions of the current Special Event Permit, such conditions could be, but are not limited to, failing to register new vendors with the Town.
7. Applications that are denied do not get any applicable Application fee(s) refunded.

(e) Authority to Impose Conditions on Permit. The Town Administrator shall have the authority to impose such reasonable terms and conditions on a permit as may be necessary to protect the public health, safety, and welfare, and to obtain compliance within the requirements of this Article and applicable law.

(f) Suspension or Revocation. A Special Event permit may be suspended or revoked at any time by the Town Administrator if a determination has been made for the following reasons:

1. Fraud, misrepresentation or a false statement of material fact contained in the permit application;
2. A violation of any Town, state, or federal law or regulation;
3. A violation of any of the terms and conditions of the Permit;
4. A violation of any of the provisions of this Article;
5. Threatening weather conditions if the Town Administrator determines that holding the Special Event under such conditions would either:
 - i. Pose a threat to the public health, safety or welfare, or
 - ii. Pose a threat to any Town owned property to be used in connection with this Special Event;
6. The existence of fire or drought conditions if the Town Administrator determines that holding the Special Event under such conditions would pose a threat to the public health, safety or welfare;
7. Any unforeseen, unanticipated, or uncontrollable circumstance if the Town Administrator determines that holding the special event under such circumstances would pose a threat to the public health, safety or welfare; or
8. An irreconcilable scheduling conflict with an event protected by either the first amendment to the United States Constitution or by the Colorado Constitution.
9. Permits are non-transferable and non-assignable. Any attempt to transfer or assign such permit is cause for immediate revocation.

(g) In connection with the suspension of a permit, the Town Administrator may impose reasonable conditions.

- (h) If the Special Event permit is revoked or suspended after issuance, but prior to the commencement of the event, the Town Administrator shall provide the Event Organizer or Permittee with written notice of the revocation. The written notice shall set forth the reasons for the revocation or suspension.
- (i) If after commencement of the Special Event a suspension or revocation is issued due to an emergency requiring immediate revocation of a Special Event permit, the Town Administrator may notify the permit holder verbally of the revocation and order the Event Organizer to cease the event. It shall be unlawful for an Event Organizer to fail to comply with a verbal notice of revocation and order to cease the event.
- (j) A permit Applicant, Permittee, or Event Organizer may appeal a revocation or denial of a Special Event Permit in accordance with §6-5-100 of this Article.

Sec. 6-5-80. Unlawful Acts, Penalties and Injunctive Relief.

(a) Unlawful Acts.

1. It shall be unlawful to conduct a Special Event without a Special Event Permit as required under this article (with exceptions noted in §6-5-40 (b)).
2. It shall be unlawful for any person to conduct or manage any Special Event for which a Special Event permit has not been issued.
3. It shall be unlawful for any person to obstruct, impede or interfere with any authorized assembly, person, vehicle or animal participating in a permitted Special Event.
4. It shall be unlawful for any Event Organizer to fail to pay the costs to provide Town services, equipment and personnel (including, but not limited to, permit review and processing; traffic control review; implementation and devices; police, fire and emergency medical equipment and services; sanitary facilities and cleanup) to a Special Event within sixty (60) days of billing.

(b) Penalties and Injunctive Relief.

1. Any violation of any part or provision of this article is subject to the provisions for General Penalties in §1-4-10 through §1-4-60 of the Paonia Municipal Code.
2. The staging, holding, presenting, or conducting a Special Event without a valid permit issued pursuant to this article may be enjoined by the Town in an action brought in a court of competent jurisdiction, including, but not limited to, the Town's Municipal Court pursuant to §2-4-10 of the Paonia Municipal Code.

Sec. 6-5-90. Relationship to Other Town Ordinances.

Notwithstanding anything contained in this Code to the contrary:

- (a) A permit issued under this article is not a special events liquor license. If alcoholic beverages are to be served at the Special Event, the Permittee must obtain the required permit or approval from the Town Clerk pursuant to §6-1-10 through §6-1-90 of the Paonia Municipal Code.
- (b) A permit issued under this article may authorize the closing of streets if it complies with the provisions of §11-1-80 of the Paonia Municipal Code, including receiving a separate permit for street closure and paying applicable fees associated with the street closure permit.
- (c) A permit under this article may authorize the Permittee to exceed the maximum noise levels provided in §10-9-10 through §10-9-40 of the Paonia Municipal Code in connection with the holding of the Special Event for which the permit is issued; and the Town Administrator may establish specific maximum noise levels for any such event.
- (d) Except as specifically provided in this section, in addition to a Special Event permit, a Permittee must obtain all other required Town permits and approvals before holding the Special Event authorized by the permit.
- (e) Notwithstanding Chapter 18, Article 10 of the Paonia Municipal Code, a permit issued under this article may authorize the Permittee to display signage in connection with the holding of the Special Event for which the permit is issued.

Sec. 6-5-100. Appeals.

If the Town Administrator denies a permit, suspends a permit, or revokes a permit, the Permittee may appeal the suspension or revocation to the Board of Trustees. The appeal shall be in writing, shall be executed by the appellant or the applicant's agent or attorney, in duplicate, shall state and specify briefly the grounds for the appeal, shall be filed with the Town Clerk within ten (10) days after the action or decision of the Town Administrator, and shall be accompanied by any applicable fees. The Board of Trustees shall then give public notice of the appeal and hold a public hearing not less than twenty (20) days after the written appeal has been received by the Town Clerk. The burden of proof in such appeal is on the Permittee. If the Board of Trustees finds by a preponderance of the evidence that the Town Administrator acted correctly in denying, suspending or revoking the permit, the Board of Trustees shall uphold the Town Administrator's order of denial, suspension or revocation. If the Board of Trustees finds by preponderance of the evidence that the Town Administrator acted improperly in denying, suspending or revoking the permit, the appeal shall be sustained, and the Town Administrator's denial, suspension or revocation shall be set

aside. The decision of the Town Administrator for Sponsorship in Lieu of Fees waiver request is final and unappealable.

3. Revisions to Section 20, Group Use, of Article 3, Public Parks, of Chapter 11 shall be amended to add or remove the following:

(a) All groups of any size who wish to reserve portions of the Town parks must register with the Town Clerk. Groups exceeding one hundred (100) people for a special event ~~may need to obtain approval from the Board of Trustees~~ shall follow §6-5-10 through 6-5-100 of the Paonia Municipal Code for Special Events.

(b) Any group of one hundred (100) persons or larger that wishes to reserve portions of the Town parks shall pay a damage deposit ~~of one hundred dollars (\$100.00) as set by Resolution and may be amended from time to time by the Board of Trustees.~~ The damage deposit is refundable if the park is left in the same condition as it was originally found, as determined by the Town Administrator or their designee.

~~(c) Any group of one hundred (100) persons or larger that wishes to reserve portions of the Town parks shall pay a damage deposit. Said deposit shall be set by Resolution as determined by the Board of Trustees from time to time. The damage deposit is refundable if the park is left in the same condition as it was originally found, as determined by the Town Administrator or his or her designee.~~

~~(d) (c)~~ Activities sponsored by the Delta County Joint School District 50-J are exempt from this Article.

~~(d) The Board of Trustees may grant exemptions to this Article by majority vote.~~

4. **Severability.** If any section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees declares that it would have adopted this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
5. **Effective Date and Time.** This Ordinance shall become effective thirty (30) days after publication in accordance with law.

PASSED AND ADOPTED this 10th Day of June 2025.

Paige Smith

Paige Smith, Mayor

ATTEST:

Samira M. Vetter

Samira M. Vetter, Town Clerk



**STATE OF COLORADO
TOWN OF PAONIA, COLORADO**

RESOLUTION 15-2025

**A RESOLUTION AMENDING
THE TOWN OF PAONIA FEE SCHEDULE**

WHEREAS, the Town of Paonia has determined it has become necessary to increase certain fees to more accurately reflect the costs of the services performed by the Town; and

WHEREAS, administration of the Town's functions and operations demand a substantial amount of time, effort and resources by the Town Staff the purpose of delivering services to the community; and

WHEREAS, the Town of Paonia has determined that the best interests of citizens of Paonia are served by requiring the users of Town services to be primarily responsible for paying the costs of such services; and

WHEREAS, the Town of Paonia has previously established and amended fees for some of these services and desires to amend the previously established fees as those fees have been determined to be inadequate to recover a portion of the costs of providing these services; and

WHEREAS, the Board of Trustees has reviewed the schedule of fees attached hereto as **EXHIBIT A**, and hereby finds and determines that the amounts for various fees are reasonable and necessary to reflect the intent that such fees recover at least a substantial portion of the associated costs incurred in providing the services.

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

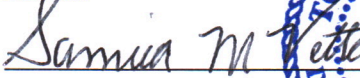
Section 1. The schedule of fees attached hereto and incorporated herein as **EXHIBIT A** is hereby approved and adopted, effective July 1, 2025.

Section 2. All other resolutions or parts of resolutions in conflict herewith are hereby repealed, and the fees set forth in the schedule of fees attached to this resolution shall supersede all fees outlined in previous schedules of fees.

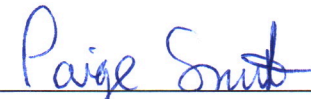
Section 3. The Town Administrator, Town Clerk, and other appropriate Town staff, are hereby authorized and directed to take all necessary and appropriate action to implement and administer the adopted Town of Paonia Fee Schedule.

PASSED, APPROVED, AND ADOPTED this 24th day of June, 2025, by the Board of Trustees of the Town of Paonia.

Attest:


Samira M. Vetter, Town Clerk




Paige Smith, Mayor

APPROVED AS TO FORM:

By: _____
Town Attorney



Administrative Fees	
FEE TYPE	FEE
<u>PRIVATE USE OF PUBLIC SPACES</u>	
<i>Community Center Rental (Town Hall)</i>	\$40 per Hour for 6 Hours or Less; \$60 for 6 Hours or More; \$100 Refundable Deposit for Cleaning Fees. <i>Eligible for Sponsorship in Lieu of Fees pursuant to PMC §6-5-60.</i>
<i>Park Rental Fees (Large Group)</i>	\$150 per Day for 4 Hours or Less (includes 3 dumpsters and up to 5 vendors); \$225 per Day for 4+ Hours, until 10:00 PM (includes 3 dumpsters and up to 10 vendors); \$200 per Day for Multiple Days, 2+ Consecutive Days (includes 3 dumpsters and up to 10 vendors); \$10 for each additional vendor - Vendors that are informational only are exempt from this fee; \$100 Refundable Deposit for Cleaning & Material Fees for 4 Hours or Less; \$250 Refundable Deposit for Cleaning & Material Fees for 4 Hours or More. \$50 Credit for Providing a Recycling Option - <i>Applicants are Responsible for Taking Recycling to Appropriate Facilities, if recyclable material is thrown into a Town dumpster by applicants' representatives, the credit will not apply. Any Applicable on- premise liquor fees also apply. Eligible for Sponsorship in Lieu of Fees pursuant to PMC §6-5-60.</i>
<i>Sidewalk Rentals for Business Use</i>	\$25 per Item on Public Sidewalk, Annually, Renewable each June.
<i>Vendor Permits</i>	\$25 Annual Registration Fee (Individual Vendor, Unassociated with Park Rental, or Special Event).
<i>Banner Fees</i>	\$50 per event, for two weeks before the event, but must be down no later than two weeks after the event. An additional \$100 (\$150 total) for banners at Town properties other than the 3rd & Grand intersection. <i>Eligible for Sponsorship in Lieu of Fees pursuant to PMC §6-5-60.</i>
<i>Street Closure Permit</i>	\$50 Application Fee; and \$25 per Hour of Street Closure for Special Events. \$100 Refundable Deposit for Cleaning & Material Fees for 4 hours or Less; \$250 Refundable Deposit for Cleaning & Material Fees for 4 hours or More. <i>Setup and Breakdown for events that have street closures are not included in the calculation of fees so long as the entirety of the street closure stays under 10 hours.</i>
<u>ADMINISTRATIVE SERVICES</u>	
<i>Special Meeting Fee</i>	\$250 fee associated with special meetings for expedited Board consideration on applications, permits and other services.
<i>Digital Code Book</i>	\$75 per Digital Code Book plus cost of USB Flash Drive.
<i>Printed Code Book</i>	Prevailing Rate: Cost from Municode \$421.14 with Binder; Cost from Municode \$315.84 without Binder; Printed Copy (by Page) \$84.35.
<i>Public Records Requests - Copies</i>	\$0.25 per Page (Black & White); \$1.50 per Page (Color).
<i>Public Records Requests - Photographs</i>	Cost of Photograph Reproduction plus \$20.00.
<i>Public Records Requests - Research</i>	\$33.58 per Hour, after the free first hour, for Clerk to Research and Compile Complex Public Records, the Attorney fee to review for privileged information is \$33.58 per Hour.
<i>Public Records Requests - Certified Copies by Clerk</i>	\$2 per Page.
<i>Insufficient Funds / Bad Check Fee</i>	\$35 plus Associated Bank Charges.
<i>Annual Dog Tag</i>	\$10 per Spayed/Neutered Dog; \$25 per not Spayed/Neutered Dog; \$10 for Replacement Tag per Dog; Free Registration for Guide/Service Dog with Medically Necessary Proof. Early registration/renewal discount of \$5 if Completed in December.
<i>VIN Inspection</i>	\$10 for Regular VIN Inspections, performed by the Police Department.
<u>LIQUOR LICENSES</u>	

<i>Administrative Processing Fee</i>	\$75 per Application, and per Renewal, added onto each permit fee for Staff to Review.
<i>Local Liquor License Fee - New Application</i>	\$1,000 Local liquor license Fee for new Applications.
<i>Transfer of Location and/or Ownership</i>	\$750 per Application.
<i>Annual License Renewal</i>	\$100 per Renewal Application.
<i>Expired License Renewal (not more than 90 Days)</i>	\$250 per Renewal Application, plus any applicable Reissue Fines.
<i>Expired License Renewal (More than 90 Days but less than 180 Days)</i>	\$500 per Renewal Application, plus any applicable Reissue Fines.
<i>Application Reissue Fine (More than 90 Days, but less than 180 Days)</i>	\$25 per Day for each day past 90 days, as an additional fee for expired/late license renewals.
<i>Report of Change</i>	\$75 per each Report of Change.
<i>Liquor License Fee - On Premises Permit (Public Property Rentals)</i>	\$150.00
<i>Liquor License Fee - Special Event Liquor License Fee</i>	\$50 per Day.
<u>MARIJUANA LICENSES</u>	
<i>Administrative Processing Fee</i>	\$75 per Application, and per Renewal, added onto each permit fee for Staff to Review.
<i>Medical Marijuana - New Application</i>	\$5,000 per Application.
<i>Medical Marijuana - New License</i>	\$2,000 per License.
<i>Medical Marijuana - New Delivery Permit (if Applicable)</i>	\$500 per Application Permit.
<i>Medical Marijuana - Renewal Application</i>	\$300 per Renewal Application.
<i>Medical Marijuana - Renewal License</i>	\$2,000 per Renewal License.
<i>Medical Marijuana - Renewal Delivery Permit (if Applicable)</i>	\$500 per Renewal of Permit.
<i>Medical Marijuana - Transfer of Ownership</i>	\$5,000 for each Instance of Transfer of Ownership.
<i>Medical Marijuana - Major Modification of Premises</i>	\$1,500 per Application for Modification of Premises.
<i>Medical Marijuana - Change of Corporate Structure</i>	\$1,000 per Application for Change of Corporate Structure.
<i>Medical Marijuana - Change of Location</i>	\$3,000 per Application for Change of Location.
<i>Retail Marijuana - New Application</i>	\$5,000 per Application.
<i>Retail Marijuana - New License</i>	\$2,000 per License.
<i>Retail Marijuana - Delivery Permit (New)</i>	\$500 per Application Permit.
<i>Retail Marijuana - Renewal Application</i>	\$300 per Renewal Application.
<i>Retail Marijuana - Renewal License</i>	\$2,000 per Renewal License.

<i>Retail Marijuana - Renewal Delivery Permit (If Applicable)</i>	\$500 per Renewal of Permit.
<i>Retail Marijuana - Transfer of Ownership</i>	\$5,000 for each Instance of Transfer of Ownership.
<i>Retail Marijuana - Major Modification of Premises</i>	\$1,500 per Application for Modification of Premises.
<i>Retail Marijuana - Change of Corporate Structure</i>	\$1,000 per Application for Change of Corporate Structure.
<i>Retail Marijuana - Change of Location</i>	\$3,000 per Application for Change of Location.
<u>PUBLIC WORKS SERVICES</u>	
<i>Street Cut Fee</i>	\$150 per Permit with \$4,500 Refundable Deposit for repairs required.
<i>Alley Cut Fee</i>	\$150 per Permit with \$4,500 Refundable Deposit for repairs required.
<i>Excavation Permit</i>	\$75 per Permit, and \$1,000 Refundable Deposit for repairs required.
<i>Snow and Ice Removal Fine</i>	\$150 Fine plus cost of Employee Time to remediate snow and ice.
<u>PLANNING, ZONING AND LAND USE SERVICES</u>	
<i>Pre-Application Meetings</i>	The first hour of pre-application meetings are free, and \$80 per hour after first hour, billed in 15 minute increments.
<i>Zoning Verification Letters</i>	\$50 Simple Zoning Verification Letters (Description of current zoning, summary of uses allowed by zoning, and list of applicable development applications such as site development plans and uses by special review) with a typical one-week response; \$150 Complex Zoning Verification Letters (information from simple zoning verification letter and list of known zoning violations, and responses to specific questions that are clearly listed in the application) with a typical two - three week response.
<i>Administrative Reviews</i>	\$80 per hour, billed in 15 minute increments, for all application review requiring the Town Administrator's Review prior to actions involving land-use.
<i>Zoning Variance Application</i>	\$500 for Zoning Variance Applications.
<i>Zoning Board of Adjustment Appeals</i>	\$250 Application fee and the cost of the Town Attorney's Review billed at \$235 an Hour in 15-minute increments.
<i>Zoning Amendment Application (Re-Zoning)</i>	\$500 Application Fee plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Land Development Regulation Amendment Application</i>	(Code Text Amendment) \$500 Application Fee plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Special Review (Special Use)</i>	\$250 Application fee for Special Use Reviews within zoning districts plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Mobile Home Park Application (New)</i>	\$250 Application Fee plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Mobile Home Park Annual License Renewal</i>	\$250 per Renewal Application.
<i>Conditional Use Permit</i>	\$100 per Application plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Home Occupation Permit</i>	\$250 per Application for Permit.
<i>Fence Review Application</i>	\$100 per Fence Review Application.

<i>Sign Permit Application</i>	\$100 for all Sign Permit Applications, including new permits, and modifications to existing permits.
<i>Vacation of Right of Way/Easement Applications</i>	\$250 Application Fee plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Annexation Petition</i>	\$500 Application Fee plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>De-Annexation Petition (Disconnection)</i>	\$1,000 Application Fee plus Administrative Review billed at \$80 per hour in 15- minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Boundary Adjustment Application</i>	\$250 Application Fee.
<i>Minor Subdivision Application Fee</i>	\$500 Application Fee plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Major Subdivision - Application Fee</i>	\$1,000 Application Fee plus Administrative Review billed at \$80 per hour in 15- minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments. Other fees for Major Subdivision May Apply as well.
<i>Major Subdivision - Sketch Plan Review</i>	\$250 for Sketch Plan Review.
<i>Major Subdivision - Preliminary Plan</i>	\$1,000 Preliminary Plan Review plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Major Subdivision - Final Plan</i>	\$500 Final Plan Review plus Administrative Review billed at \$80 per hour in 15- minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Subdivision Improvement Agreement Amendment</i>	Amendments to any Subdivision Improvement Agreements are billed for Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Site Plan Reviews (formerly incorrectly labeled as Approval)</i>	Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Site Plan Appeal (to Board of Trustees)</i>	\$1,000 Application Fee.
<i>Planned Unit Development - Preliminary Plan</i>	\$500 Application Fee plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<i>Planned Unit Development - Final Plan</i>	\$1,000 plus Administrative Review billed at \$80 per hour in 15-minute increments and Town Attorney Review billed at \$235 an Hour in 15-minute increments.
<u>BUILDING PERMITS</u>	
<i>Building Plan Review</i>	\$150 per Hour for Reviewing Building Plans. Dependent upon actual time to review the plans, additional review time may accrue additional cost that may be billed after permit issuance.
<i>Mechanical Permits - New Construction</i>	\$150 Permit Fee for New Construction including additions and major renovations and valuation. Upgrades to mechanical systems are based on Valuation and not this permit.
<i>Mechanical Permits - Upgrades to Existing Systems</i>	\$50 Permit Fee and valuation.
<i>Solar System Permits</i>	\$250 Permit Fee for physical connections and gravity loads, applicant still needs to apply for State Electrical Permit separately.

<i>Residential Re-Roof Permits</i>	\$200 Permit Fee.
<i>Commercial Re-Roof Permits</i>	\$400 Permit Fee.
<i>Demolition Permits</i>	\$150 Permit Fee, applicant still needs to apply for a State Demolition Permit separately, and needs to demonstrate that the applicant has complied with State requirements for Asbestos abatement and inspections prior to local issuance of permit.
<i>Floodplain Development Permits</i>	\$150 Permit Fee. Applicant required to provide surveying and/or engineering at their own expense.
<i>Renovation Permits</i>	Follows Plan review schedule, and General Valuation Schedule but must obtain a State Renovation Permit to demonstrate that trigger levels for square footage of materials disturbed will not be exceeded.
<i>Reinspection Fees</i>	\$75 Resinspection Fee when applicant scheduled inspection but wasn't ready for the inspection, when a previously noted correction has not been completed prior to inspection request being submitted and shall be paid prior to scheduling next inspection.
<i>Reissue Fee (Expired Permits)</i>	50% of the Original Permit Fee, provided that no changes have been made, or will be made, to the original plans and specifications; and further provided that the expiration has not exceeded (1) year. Otherwise, a plan review fee would be charged in addition to this fee.
<i>Failure to Obtain Building Permit</i>	Valuation Cost of Obtaining Building Permit plus \$100. Any person who commences any work on a building or structure, or proceeds with mechanical work before obtaining necessary permits shall be subject to a fee in addition to the required permit fees. Payment of these fees is in addition to the fees associated with obtaining a building permit, and is generally considered paying for the permit twice plus \$100. Payment of this fee does not constitute approval of work already completed and does not assure that a permit will be issued for the project under consideration.

BUILDING PERMITS VALUATIONS (From the ICC/IRC Appendix AL Permit Fees for 2021)

<i>Total Valuation - \$1 to \$500</i>	\$24 Permit Fee.
<i>Total Valuation - \$501 to \$2,000</i>	\$24 for the first \$500; plus \$3 for each additional \$100 or fraction thereof, up to and including \$2,000.
<i>Total Valuation - \$2,001 to \$40,000</i>	\$69 for the first \$2,000; plus \$11 for each additional \$1,000 or fraction thereof, up to and including \$40,000.
<i>Total Valuation - \$40,001 to \$100,000</i>	\$487 for the first \$40,000; plus \$9 for each additional \$1,000 or fraction thereof, up to and including \$100,000.
<i>Total Valuation - \$100,001 to \$500,000</i>	\$1,027 for the first \$100,000; plus \$7 for each additional \$1,000 of fraction thereof, up to and including \$500,000.
<i>Total Valuation - \$500,001 to \$1,000,000</i>	\$3,827 for the first \$500,000; plus \$5 for each additional
<i>Total Valuation - \$1,000,001 to \$5,000,000</i>	\$6,327 for the first \$1,000,000; plus \$3 for each additional \$1,000 or fraction thereof, up to and including \$5,000,000.

FINES AND FORFEITURES

FINE TYPE	FINE
<u>CHARGES</u>	
<i>Court Cost</i>	\$25 per Court Hearing.

<i>PMC § 7-2-10 Nuisances Prohibited</i>	\$150 Fine.
<i>PMC § 7-2-30 Unwholesome Business or Establishment</i>	\$250 Fine.
<i>PMC § 7-2-40 Solicitors and Vendors</i>	\$75 Fine.
<i>PMC § 7-3-40 Accumulation of Junk/Unlawful Acts</i>	Summons to Municipal Court.
<i>PMC § 7-4-10 Storage of Litter</i>	1st Offense \$75 Fine; 2nd Offense \$150 Fine; 3rd Offense Summons to Municipal Court.
<i>PMC § 7-7-50 Vicious Animals</i>	1st Offense \$100 Fine; 2nd Offense \$200 Fine; 3rd Offense Summons to Municipal Court.
<i>PMC § 7-7-210 Vaccination Required</i>	\$250 Fine.
<i>PMC § 7-7-240 Animal Confinement (Per Diem)</i>	\$50 per Day.
<i>PMC § 7-7-330 Animal at Large</i>	1st Offense \$50 Fine; 2nd Offense \$100 Fine; 3rd Offense Summons to Municipal Court.
<i>PMC § 7-7-340 Removal of (animal) Excrement</i>	Actual Cost of Public Works Employees Time + 10%.
<i>PMC § 7-7-370 Cruelty to Animals</i>	Summons to Municipal Court.
<i>PMC § 8-2-70 Golf Cart Insurance Required</i>	Summons to Municipal Court.
<i>PMC § 8-3-20 Parking of Certain Vehicles</i>	\$100 Fine.
<i>PMC § 10-1-50 Conspiracy</i>	Summons to Municipal Court.
<i>PMC § 10-1-60 Complicity</i>	Summons to Municipal Court.
<i>PMC § 10-1-70 Accessory to Crime</i>	Summons to Municipal Court.
<i>PMC § 10-1-80 Aiding and Abetting</i>	Summons to Municipal Court.
<i>PMC § 10-2-10 Obstructing Government Operations</i>	Summons to Municipal Court.
<i>PMC § 10-2-20 Obstructing a Peace Officer or Firefighter</i>	\$250 Fine.
<i>PMC § 10-2-30 Impersonating a Public Servant</i>	Summons to Municipal Court.
<i>PMC § 10-2-40 False Reporting to Authorities</i>	\$300 Fine.
<i>PMC § 10-2-50 Refusal to Permit Inspections</i>	Summons to Municipal Court.
<i>PMC § 10-2-70 Resisting Arrest</i>	Summons to Municipal Court.
<i>PMC § 10-2-80 Escape</i>	Summons to Municipal Court.
<i>PMC § 10-2-90 Aiding Escape</i>	Summons to Municipal Court.
<i>PMC § 10-3-20 Obstruction of Public Property</i>	\$250 Fine.
<i>PMC § 10-3-40 Damage or Removal of Street Signs</i>	\$250 Fine.
<i>PMC § 10-4-10 Criminal Mischief (Under \$500)</i>	Summons to Municipal Court.
<i>PMC § 10-4-20 Destruction of Property</i>	Summons to Municipal Court.
<i>PMC § 10-4-30 Unlawful Entry</i>	\$150 Fine.

<i>PMC § 10-4-40 Trespass</i>	\$150 Fine.
<i>PMC § 10-4-70 Petty Theft <\$100</i>	1st Offense \$100 Fine; 2nd Offense Summons to Municipal Court.
<i>PMC § 10-4-70 Petty Theft >\$100</i>	Summons to Municipal Court.
<i>PMC § 10-4-80 Theft of Rental Property</i>	Summons to Municipal Court.
<i>PMC § 10-4-90 Theft by Receiving</i>	\$250 Fine.
<i>PMC § 10-4-100 Concealment of Goods</i>	\$150 Fine.
<i>PMC § 10-4-110 Shoplifting <\$100</i>	1st Offense \$100 Fine; 2nd Offense Summons to Municipal Court.
<i>PMC § 10-4-110 Shoplifting >\$100</i>	Summons to Municipal Court.
<i>PMC § 10-4-130 Tampering and Unauthorized Connection</i>	\$250 Fine.
<i>PMC § 10-4-50 Window Peeping</i>	\$250 Fine.
<i>PMC § 10-4-60 Littering</i>	\$100 Fine.
<i>PMC § 10-4-120 Avoiding Payment of Admission Fees</i>	\$100 Fine.
<i>PMC § 10-5-30 Harassment</i>	1st Offense \$100 Fine; 2nd Offense \$150 Fine; 3rd Offense Summons to Municipal Court.
<i>PMC § 10-5-10 Disorderly Conduct</i>	1st Offense \$100 Fine; 2nd Offense \$200 Fine; 3rd Offense Summons to Municipal Court.
<i>PMC § 10-5-20 Disrupting Lawful Assembly</i>	\$250 Fine.
<i>PMC § 10-5-40 Loitering</i>	\$150 Fine.
<i>PMC § 10-5-50 False Alarm (Fire Only)</i>	\$150 Fine.
<i>PMC § Storage of Flammable Liquids</i>	\$150 Fine.
<i>PMC § 10-5-70 Abandoned Containers, Vehicles & Appliances</i>	\$250 Fine.
<i>PMC § 10-5-80 Throwing Missles</i>	\$100 Fine.
<i>PMC § 10-5-90 Check Fraud (Under \$500)</i>	Summons to Municipal Court.
<i>PMC § 10-5-100 Indecent Conduct</i>	\$150 Fine.
<i>PMC § 10-5-110 Public Indecency</i>	Summons to Municipal Court.
<i>PMC § 10-6-10 Parent or Guardian Aiding or Abetting</i>	\$250 Fine.
<i>PMC § 10-6-20 Encouraging Delinquency</i>	\$250 Fine.
<i>PMC § 10-6-30 False Statement; False Credentials</i>	1st Offense \$75 Fine; 2nd Offense \$150 Fine; 3rd Offense Summons to Municipal Court.
<i>PMC § 10-6-40 Service of Others</i>	\$150 Fine.
<i>PMC § 10-6-50 Sale of Cigarettes & Tobacco Products</i>	\$250 Fine.

<i>PMC § 10-6-60 Frequenting Establishments Which Serve Alcohol</i>	\$500 Fine.
<i>PMC § 10-6-70 Juvenile Loitering</i>	1st Offense \$50 Fine; 2nd Offense \$100 Fine; 3rd Offense Summons to Municipal Court.
<i>PMC § 10-6-80 Fireworks</i>	\$150 Fine.
<i>PMC § 10-7-20 Alcohol Related Violations</i>	\$250 Fine.
<i>PMC § 10-7-30 Illegal Possession/Consumption of Alcohol by Minors</i>	Summons to Municipal Court.
<i>PMC § 10-7-40 Sale of Liquor Near Schools</i>	Summons to Municipal Court.
<i>PMC § 10-7-50 Alcoholic Beverages in certain Places</i>	\$250 Fine.
<i>PMC § 10-7-70 Open Container</i>	\$150 Fine.
<i>PMC § 10-7-80 Public Consumption</i>	\$100 Fine.
<i>PMC § 10-7-110 Possession of Paraphernalia</i>	\$150 Fine.
<i>PMC § 10-7-120 Possession of Cannabis</i>	Summons to Municipal Court.
<i>PMC § 10-7-130 Abusing Toxic Vapors</i>	\$250 Fine.
<i>PMC § 10-8-20 Carrying Concealed Weapon; Forfeiture</i>	\$150 Fine.
<i>PMC § 10-8-30 Discharge of Firearms Prohibited</i>	Summons to Municipal Court.
<i>PMC § 10-8-40 Prohibited Use of Weapons</i>	Summons to Municipal Court.
<i>PMC § 10-8-50 Selling Weapons to Intoxicated Persons or Minors</i>	Summons to Municipal Court.
<i>PMC § 10-9-10 Unreasonable Noise</i>	1st Offense \$75 Fine; 2nd Offense \$150 Fine; 3rd Offense Summons to Municipal Court.
<i>PMC § 10-9-20 Sound Amplification in Vehicles Limited</i>	\$75 Fine.
<i>PMC § 10-10-11 Curfew</i>	1st Offense \$50 Fine; 2nd Offense \$100 Fine; 3rd Offense Summons to Municipal Court.
<i>PMC § 11-1-40 Bicycles Crossing Sidewalks</i>	\$100 Fine.
<i>PMC § 11-3-30 Glass Containers Prohibited</i>	\$150 Fine.
<i>PMC § 7-7-30 Limit on Household Pets</i>	1st Offense \$50 Fine; 2nd Offense \$100 Fine; 3rd Offense Summons to Municipal Court.
<i>PMC § 7-6-30 Removal of Brush and Weeds</i>	1st Offense Letter; 2nd Offense \$50 Fine; 3rd Offense \$100 Fine; Fourth Offense Summons to Municipal Court.



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

AGENDA ITEM:	Consideration of Ordinance 2025-04 Modifying Chapter 13 Article 6 Garbage Collection
SUBMITTED BY:	Stefen Wynn, Town Administrator & Treasurer
DATE:	8.8.2025
BACKGROUND:	The existing Paonia Municipal Code concerning garbage collection was duplicative and contrary. The modifications remove fees for bulk items listed in the code and replace them with language that allows the charges for removing bulk items to be modified by Resolution which is how the normal fees and charges for service were also listed. This revision also allows for the Town to decide by Resolution what garbage is deemed hazardous, when collection days are decided and how to handle yard waste. There is an accompanying Resolution setting charges for services and bulk collection after this Ordinance. The reason for the Ordinance change is due to issues arising out of deficit operations and currently undercharging for bulk item collection - although bulk item collection was updated by Resolution in 2022, it was not allowed since the Code described charges for bulk collection services. In order to change the bulk collection charges, an Ordinance modifying them should have been passed in 2022 as opposed to a Resolution. This Ordinance allows for changes to be made by Resolution. This Ordinance is considered an emergency due to the multiple month deficit operations of the garbage enterprise.
BUDGET:	N/A
RECOMMENDATION:	RECOMMENDED MOTION: I move to declare an emergency and adopt Ordinance 2025-04 under emergency procedures.
ATTACHMENT:	2025-04 Modifying Chapter 13 Article 6 Garbage Collection

Introduced by:

**TOWN OF PAONIA, COLORADO
ORDINANCE NO. 2025-04**

**AN EMERGENCY ORDINANCE OF THE TOWN OF PAONIA,
COLORADO REVISING CHAPTER 13 (MUNICIPAL UTILITIES)
ARTICLE 6 (GARBAGE COLLECTION) AND DECLARING AN
EMERGENCY**

WHEREAS, the Town of Paonia, Colorado (the “Town”) is a statutory municipality organized pursuant to Colorado Revised Statutes (C.R.S.) §31-1-203; and

WHEREAS, C.R.S. §31-15-302 establishes General Financial Powers for statutory municipalities, and

WHEREAS, the Town has the power to pass this emergency ordinance effective immediately pursuant to C.R.S. § 31-16-105; and

WHEREAS, Chapter 13 of the Town of Paonia’s Municipal Code (the “Code”) sets forth the Town’s policies for regulating Municipal Utilities; and

WHEREAS, Article 6 of Chapter 13 of the Code sets forth the Town’s policies for Garbage Collection; and

WHEREAS, the Town Board of Trustees (“The Board”) for the Town of Paonia, Colorado, has reviewed all previous ordinances and procedures for the collection of garbage within the Town; and

WHEREAS, the Board has noticed unplanned and unbudgeted increases in the operations of garbage collection and disposal and landfills owned and operated by the Delta County Board of County Commissioners; and

WHEREAS, the Board has reviewed the finances of the Garbage Collection fund and found that it is operating at a net loss over several months, due to unexpected increases in costs for operations; and

WHEREAS, the Board believes and concludes that regulations, procedures and charges for the collection of garbage need emergency and further revision and clarification; and

WHEREAS, the rates levied for garbage services must be calculated to meet the cost of providing this service, avoid a deficit operating position, and to meet its related financial obligations as well as for capital reinvestment and maintenance costs; and

WHEREAS, the Board of Trustees finds that:

1. Protection of the health, safety, and welfare of the residents of Paonia is a basic and valid responsibility of local government.
2. These amendments to the Paonia Municipal Code do not discriminate against any individual or group of people and such restrictions allow for reasonable accommodation for all individuals as may be required by Federal and State law.
3. The enactment of this Ordinance is necessary to accomplish the goals set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, THAT THE AMENDMENTS TO THE TOWN OF PAONIA MUNICIPAL CODE ARE HEREBY APPROVED AND ADOPTED.

Section 1. The foregoing recitals are incorporated by reference as findings and determinations of the Board of Trustees.

Section 2. Revisions to Chapter 13, Article 6 of the Paonia Municipal Code to add or ~~remove~~ the following:

§13-6-10 Definitions.

For purpose of this Article, the following words shall be defined as follows:

Business shall mean any activity or enterprise entered into for profit that is occupying a room or rooms within the Town.

Dwelling Unit has the same definition as found in §16-1-100, and means one (1) room, or rooms connected together constituting a separate, independent housekeeping establishment for owner occupancy, rental or lease on a monthly or longer basis.

Garbage shall mean useless material discarded by a resident or business located within the Town.

Home business shall mean a business situated in the primary resident of the owners of the business, and that has complied with all applicable provisions of the Paonia Municipal Code related to home occupations, including but not limited to §16-11-20 Home Occupations, and §16-1-100 Definitions.

Household unit shall mean ~~a room or suite of rooms which is designed for, or occupied by one (1) family doing its cooking therein.~~

§13-6-30 Charges.

(a) All garbage rates, charges, and charges for oversize garbage shall be established from time to time by Resolution of the Board of Trustees.

(b) Garbage shall be placed in either:

~~(1) A Town-approved dumpster resting on a permanent, level, hard surface of reinforced concrete or asphalt or similar material, constructed six (6) inches beyond the dimensions of the dumpster. Such pad must be of adequate size and construction to support a filled dumpster so that it can easily be accessed by the Town's garbage equipment. The construction of the pad will be at the expense of the person or entity requesting garbage service; or~~

~~(2) Containers of not more than thirty-three-gallon (33-gallon) capacity. The combined weight on contents and container shall not exceed one hundred (100) pounds. The container shall be a watertight receptacle of a solid and durable grade of metal or fire-resistant plastic and shall be provided with a suitable handle or handles on the outside thereof, as well as a tightly fitting cover equipped with a handle. Hot coals and furnace clinkers must be cooled to ambient temperature before being placed in the container. Garbage deemed hazardous by state or federal law shall not be placed for collection.~~

~~(c) Oversize garbage that will not fit in an approved container can be placed beside the container for collection. Its size will be judged by the garbage collectors in thirty-three-gallon (33-gallon) container equivalents and will be considered as part of the category limit for the user. The Town may, at its discretion, apply an extra charge for each oversize item using the following formula:~~

~~(1) Oversize items that can be handled easily by one (1) man will be charged five dollars (\$5.00).~~

~~(2) Oversize items that can be handled easily by two (2) men will be charged seven dollars (\$7.00).~~

~~(3) Oversize items that can be handled by three (3) men will be charged ten dollars (\$10.00).~~

Any person desiring to place tree trimmings or hedge cuttings for collection shall tie them in bundles not heavier than seventy-five (75) pounds in weight nor more than five (5) feet in length and eighteen (18) inches in diameter and then place said bundles for collection the same manner and at times provided for collection of garbage. Tires of automobile size or larger will no longer be collected. The Town reserves the right to reject any garbage based on size, weight or hazardous content.

~~(d) Any person desiring to place garbage for collection shall, if an alley is accessible, place the container or containers in the alleyway adjacent to his or her residence. If an alley is not accessible the container or containers shall be placed on or near the curb line in front of the person's residence. In each case, the container or containers shall be placed in such a manner as being accessible to the collectors not later than 8:00 a.m. or those days designated by the Town for collection of~~

garbage in the districts in which the residence is located. Where an alleyway is not available, the resident shall remove the empty container or containers from the curb line after the garbage has been collected. No person shall leave any such container, empty or otherwise, on the curb line between the hours of 8:00 p.m. and 6:00 a.m.

~~(e) It shall be at the option of the Town to determine each of the following:~~

~~(1) The frequency of collection;~~

~~(2) What constitutes an approved container; and~~

~~(3) When a commercial user should purchase and use a dumpster or dumpsters.~~

~~(f) Nothing herein shall be construed to relieve any contractor of the obligation of cleaning up premises after completion of his or her contract. Construction dumpsters cannot be placed on streets or alleyways without prior approval from the Public Works Director.~~

~~(g) A fine of not more than one thousand dollars (\$1,000.00) for each offense may be levied against a person or business establishment using garbage containers or dumpsters that they have not themselves contracted for, if they are not registered for and subject to the appropriate fees, if they are not residents of the Town or for any other violation hereof. Any person, agent, corporation or firm violating any section of this Article shall be deemed guilty of a petty offense and subject to the stated fine. Each day of such violation shall constitute a separate offense.~~

(b) Each household dwelling unit and each business shall be required to pay garbage charges. However, a home business shall not be double-billed as both a business and a household dwelling unit. Home businesses which generate excessive garbage, as determined by the Town, may be required to use a dumpster.

§13-6-60 Containers and Collection

(a) Garbage shall be placed in either of the following:

(1) A Town-approved dumpster resting on a permanent, level, hard surface of reinforced concrete, asphalt or similar material constructed six (6) inches beyond the dimensions of the dumpster. Such pad must be of adequate size and construction to support a filled dumpster so that it can easily be accessed by the Town's garbage equipment. The construction of the pad will be at the expense of the person or entity requesting garbage service; or

(2) Containers of not more than thirty-three-gallon (33-gallon) capacity. The combined weight of the contents of the container shall not exceed one hundred (100) pounds. The container shall be a watertight receptacle of a solid and durable grade metal or fire-resistant plastic and shall be provided with a suitable handle or handles on the outside thereof, as well as a tightly fitting

cover equipped with a handle. Hot coals and furnace clinkers must be cooled to ambient temperatures and contained within a closed or sealed bag before being placed in the container. Garbage deemed hazardous by state or federal law shall not be placed in containers for collection, nothing within this section guarantees a right to use a customer owned or provided container should the Town provide containers for collections; or

(3) Within a container provided by the Town corresponding to the levels of service that a customer has elected to receive.

(b) It is the option of the Town to determine each of the following as may be set by Resolution from time to time:

(1) The frequency of garbage collection;

(2) What constitutes an approved container;

(3) When a commercial user should purchase and use a dumpster; and

(4) What is deemed hazardous materials and ineligible to place within containers.

§13-5-70 Oversize garbage, tree trimmings, yard waste, and tires.

(a) Oversize garbage that will not fit in an approved container can be placed beside the containers for collection. Its size will be judged by the garbage collectors in thirty-three-gallon (33-gallon) container equivalents and will be considered as part of the category limit for the user; any oversize garbage collection that is over the category limit will be charged an additional fee for an appropriately higher service category up from the customer's current service category, or as may be set from time to time by Resolution of the Board. The Town may, at its discretion, apply an extra charge for each oversize item using the following formula:

(1) Oversize items that can be handled easily by one (1) man will be charged five dollars (\$5.00).

(2) Oversize items that can be handled easily by two (2) men will be charged seven dollars (\$7.00).

(3) ~~Oversize items that can be handled by three (3) men will be charged ten dollars (\$10.00).~~

(b) Any person desiring to place tree trimmings or hedge cuttings for collection shall ~~tie them in bundles not heavier than seventy-five (75) pounds in weight and no more than five (5) feet in length and eighteen (18) inches in diameter, and then place said bundles for collection in the same manner and at times provided for collection of garbage~~ leave them in an organized, untied pile no longer than four (4) feet in length

with branches no larger than eighteen (18) inches in diameter, or in a compostable bag, plastic bags are not allowed.

(1) Yard waste including branches, leaves, and grass clippings may be bundled untied and neatly stacked, or in certified compostable bags for collection.

(2) Yard waste is limited to grass clippings, pine needles, leaves, weeds, branches, sawdust that is bagged in a compostable bag and not a by-product from a commercial or industrial application, ground or chipped wood.

(3) Yard waste is limited to three (3) cubic yards per Resident which is equivalent to:

i. An area that is approximately four (4) feet by four (4) feet by four (4) feet; or

ii. Twenty-one (21) compostable thirty (30) gallon bags

(4) Yard waste is subject to the following restrictions:

i. No plastic, dirt, cactus, glass, tree stumps, branches greater than four (4) inches in diameter, ashes, animal waste, treated lumber, logs, old garden hoses, or broken flower pots.

ii. No construction material is allowed for this service and plastic bags are not allowed.

iii. Material that is not bundled, not in reusable containers, or in non-compostable bags will not be picked up.

(5) Failure to comply with any provision related to yard waste pickup shall result in the yard waste being deemed oversize garbage and subject to the provisions of §13-5-70 (a), and §13-6-100.

(c) ~~Tires of automobile size or larger~~ will not be collected.

(d) The Town reserves the right to reject any garbage based on size, weight or hazardous content.

§13-6-100 Violation and Penalty

A person using garbage containers or dumpsters for which he or she has not contracted, if he or she is not registered for and subject to the appropriate fees, if he or she is not a resident of the Town or for any other violation hereof shall be punished in accordance with [Section 1-4-20](#) of this Code. Any person violating any Section of this Article shall be deemed guilty of

a petty offense and subject to the stated fine. Each day of such violation shall constitute a separate offense.

- (a) A fine of not more than one thousand dollars (\$1,000.00) for each offense may be levied against a person or business establishment using garbage containers or dumpsters that they have not themselves contracted for, if they are not registered for and subject to the appropriate fees, if they are not residents of the Town or for any other violation hereof. Any person, agent, corporation or firm violating any section of this Article shall be deemed guilty of a petty offense and subject to the stated fine. Each day of such violation shall constitute a separate offense.

Section 4. Severability. If any section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees declares that it would have adopted this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Emergency Declaration. The Board hereby finds, determines and declares that it is necessary that this Ordinance take effect upon the Effective Date to facilitate the enforcement of Meat Waste Disposal within the Town in order to protect public health and safety.

Section 5. Notice of Enforcement and Inspection. Violation of this Ordinance is subject to enforcement and punishment and shall constitute a civil infraction punishable by a fine of one thousand dollars (\$1000.00) per day. Each day that a violation continues to exist shall constitute a separate offense. The full text of the ordinance, including any amendments, is available for public inspection at the office of the Town Clerk at Town Hall.

Section 6. Effective Date and Time. This Ordinance shall become effective as of this 12th day of August, 2025.

THIS ORDINANCE WAS INTRODUCED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED BY THREE-FOURTHS VOTE AT ITS REGULAR MEETING HELD AT THE TOWN OF PAONIA ON THE 12TH DAY OF AUGUST, 2025.

TOWN OF PAONIA

By: _____
Paige Smith, Mayor

ATTEST:

Samira M. Vetter, Town Clerk

Approved as to form and contents:

Clayton M. Buchner, Town Attorney



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

AGENDA ITEM:	Consideration of Resolution 20-2025 Garbage Collection Charges for Services
SUBMITTED BY:	Stefen Wynn, Town Administrator & Treasurer
DATE:	8.8.2025
BACKGROUND:	This Resolution allows updates charges for services for garbage collection and bulk garbage collection. The regular monthly fees have increased for the first tier by 12%, the second tier by 16.7% and the third tier by 17.6%. This Resolution, when coupled with the emergency passage of Ordinance 2025-04 allows for bulk trash pickup charges to reflect the charges for each item at the landfill and factors the cost of transportation as well. The increase has been discussed during the first meeting of the month since March when the increases in tipping fees were made active and the Town's garbage enterprise began to run a monthly deficit. Increasing the charges for services will cause the garbage enterprise to recover its costs of operations.
BUDGET:	N/A
RECOMMENDATION:	RECOMMENDED MOTION: I move to approve Resolution 20-2025.
ATTACHMENT:	R20-2025 Garbage Collection Charges for Service

**TOWN OF PAONIA, COLORADO
RESOLUTION NO. 20-2025**

**A RESOLUTION OF THE BOARD OF TRUSTEES
OF THE TOWN OF PAONIA, COLORADO,
ESTABLISHING GARBAGE RATES AND CHARGES**

WHEREAS, the Town of Paonia ("The Town") and the Board of Trustees ("The Board") may set garbage rates and charges pursuant to §13-6-30 (a) of the Paonia Municipal Code ("P.M.C."); and

WHEREAS, Ordinance 2025-04 is pending and further regulates and clarifies garbage collection for the Town; and

WHEREAS, the Board has made a thorough review of its existing Ordinances pertaining to garbage rates and charges; and

WHEREAS, the rates levied for garbage services must be calculated to meet the cost of providing garbage services, including landfill tipping fees, maintenance, capital reinvestment, and related debt service, to avoid deficit spending.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

- A) It is the decision of the Town Administrator, or their designee to determine which users fit into each of the categories listed herein based upon the average monthly usage of the user. Any perceived needed change in basic rate based on usage will be brought to the users attention by letter the preceding month prior to changing any rates.

Section 2. Rates for regular garbage collection:

- A) The basic rate for each weekly pickup shall be increased as follows:

1. The charge per month for a single thirty-three-gallon (33-gallon) container shall be increased by three dollars (\$3.00) from twenty-five dollars (\$25.00) to twenty-eight dollars (\$28.00). To qualify for the single 33-gallon container charge, the person responsible for paying the consolidated utility bill including trash collections, must sign an agreement with the Town stating that they will not exceed the single, weekly, 33-gallon container limitation.

2. The charge for two or three 33-gallon containers will increase five dollars (\$5.00) from thirty dollars (\$30.00) to thirty-five dollars (\$35.00) per month.
3. The charge for four or five 33-gallon containers will increase eight dollars (\$8.00) from forty-five dollars (\$45.00) to fifty-three dollars (\$53.00) per month.
4. For pickups more frequent than weekly, the 33-gallon equivalent charge shall be multiplied by the number of pickups per week.

Section 3. Rates for Bulk, Excessive, and Oversized Garbage Collection:

- A) In addition, a thirty dollar (\$30.00) per month fee shall be charged for each additional 33-gallon container, or the equivalent refuse equal in volume to a 33-gallon container, placed out for collection that exceeds the user's service category limit.
- B) Oversize refuse or garbage that does not fit in an approved container may be placed adjacent to the regularly sized refuse containers for collection. The cost of removing the oversized refuse or garbage as determined by the garbage collectors, using the 33-gallon container equivalents as noted in Section 3, Subsection A), will be considered as part of the category limit for the user.
- C) Discarded appliances and furniture by their nature are considered both oversized and bulk garbage and must be prearranged with the Town for pickup prior to a customer's regular garbage pickup day. Charges for appliances and furniture use the following schedule:
 1. Small, table-top appliances: Twenty Dollars (\$20.00) each;
 2. Large Appliances including, but not limited to, stoves, washers, dryers, air conditioning units (with all hazardous materials removed), water heaters, swamp coolers, dishwashers: Sixty Dollars (\$60.00) each;
 3. Furniture of any type: Fifty Dollars (\$50.00) each;
 4. Box Springs and Mattresses of any type or size: Fifty Dollars (\$50.00) each.
 5. No electronics shall be allowed for garbage collection, and violations are subject to §13-6-100 of the Paonia Municipal Code.

Section 4. Rates for Dumpster Pickup:

- A) For each weekly pickup from a two cubic yard dumpster, the charge shall be increased ten dollars (\$10.00) from sixty dollars (\$60.00) to seventy dollars (\$70.00) per month.
- B) For each weekly pickup from a three cubic yard dumpster, the charge shall be increased fifteen dollars (\$15.00) from seventy dollars (\$70.00) to eighty-five dollars (\$85.00)
- C) For pickups more frequent than weekly, the charge shall be multiplied by the number of pickups per week and the applicable size of the dumpster.

Section 5. **Effective Date.** This Resolution and the garbage rates set forth herein shall become effective for the Utility Bill due September 15th, 2025.

PASSED AND ADOPTED this 12th day of August, 2025.

Paige Smith, *Mayor*

Kathy Swartz, *Mayor Pro-Tempore*

Rick Stelter, *Trustee*

Lucy Hunter, *Trustee*

John Valentine, *Trustee*

Walter Czech, *Trustee*

Mike Heck, *Trustee*

Attest:

Approved as to Form and Contents:

Samira Vetter, *Town Clerk*

Clay Buchner, *Town Attorney*



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

AGENDA ITEM:	Consideration of Requests from the Planning Commissions Requesting Clarification about Commissioners' Terms and asking the Town Attorney for Legal Advice Concerning Process for Canceling a Meeting with No Business.
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	August 12, 2025
BACKGROUND:	This has started a new project as I move through uploading files to Laserfiche. I went back to 2017 (when the Board of Trustees combined the Zoning Board of Adjustments with the Planning Commission due to lack of enough members) and read through Minutes to the present and tracked each Planning Commissioners seat through it 's successors from 2017 to now. Here are the current seats in spreadsheet form. I am doing this for each committee as I go backwards through Board of Trustees minutes while archiving.
BUDGET:	
RECOMMENDATION:	
ATTACHMENT:	Committee Term Research

Planning Commission							
Name	Appointed	Term End	Appointed	Term End	Resigned	Name of Replacement	Comments
11/28/2017 Plan Comm and ZBoA combined							
Barbara Heck	still researc	Jul-19	Jun-20	Jul-22	Jul-22	Lyn Howe	Chair
Lucy Hunter	Jun-18	Jul-20	Jun-20	Jul-22	Sep-21	Steve Clisset	
Monica Foguth	Jan-19	Aug-21	Jul-21	Aug-23	Jun-23	Suzanne Watson	Chair
Dave Knutson ZB					Nov-18	none extra seat	ZBA
Mary Bachran ZB					Apr-24	none extra Seat	ZBA
Suzanne Watson	Sep-23	Aug-25					Chair
Steve Clisset	Jan-22	Jul-22	Aug-22	Jul-24	Apr-24	Peter McCarthy	
Lyn Howe	Aug-22	Jul-24	Apr-24	Jul-26			Vice-Chair
Peter McCarthy	Apr-24	Jul-26	///	///	Dec-24	Mary Bachran	
Mary Bachran	Jan-25	Jul-26					
Stefen Wynn	Jan-25	Jan-27					Administrative Member



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

AGENDA ITEM:	Consideration to purchase Verkada Security Camera system for Town facilities
SUBMITTED BY:	N. Poulos and M. Laiminger
DATE:	7-12-25
BACKGROUND:	The Town currently does not have a security camera system. Verkada's cameras will assist PD with surveillance, in live time, in places they cannot physically be as well and assist in investigations. It will assist Public Works in monitoring Water and Wastewater facilities when things go wrong or identifying trespassers as well as help identify vandalism in the parks. Town Hall will also benefit with interior and exterior cameras. Verkada is able supply sufficient storage of video as well and provide live time feed on mobile devices. Verkada is used by other local municipalities and Law Enforcement. Staff was unable to get three quotes due to other suppliers not offering the same capabilities as Verkada in a lump package. Verkada has already been vetted with the State as a sole source option. Cameras would be installed at: - Town Hall - Wastewater - Water plant - Town Park
BUDGET:	Quote of \$50,288.00 split between Administration, Wastewater, Water, PD and Parks/Streets

RECOMMENDATION:	Public Works and the Police Department recommend the purchase and installation of the Verkada camera system for the security and monitoring of Town facilities and assest.
ATTACHMENT:	Attachment A- Quote from installer Mitchell and Company



Quoted for:

Town of Paonia
Matt Laiminger
214 Grand Avenue
Paonia, CO 81428

Quoted by:

cscott
cscott@mitchandco.com
970-704-9003
Tuesday, July 8, 2025

Quote: P_9113_Cameras

Materials:	\$41,593	Date:	_____
Current year recurring:	\$0	Accepted by:	_____
Estimated labor:	\$8,695		
Total Estimate:	\$50,288		

Receipt of this deposit amount will initiate the start of this project.

\$41,593

Goals

- 1 Provide and install CAT6 cabling as neccessary at the following locations as well as labor to install verkada cameras.

Assumptions/Notes

- 1 Main Building-Provide and install CAT6 to specified camera locations.
- 2 Influent building-Provide and install labor to install one camera.
- 3 Main building- Provide and install labor to install outdoor cellular gateway and two cameras.
- 4 Town Park - Provide and install labor to install three cameras and neccary componets/cabling.
- 5 Town Hall - Provide and install labor to install two exterior cameras as well as two CAT6 cables to specified camera locations.
- 6 Town hall interior - provide and install labor to install two cameras.

MATERIALS

Qty Unit Price Total

-Cable and Mounting Materials

Cables

1000 Feet CAT6, terminations, other mounting equipment	1	\$1,270	\$1,270
--	---	---------	---------

Cable and Mounting Materials \$1,270

-Town Hall - Exterior

IP Cameras

CF81 Fisheye Series 30 days retention	1	\$1,999	\$1,999
---------------------------------------	---	---------	---------

Peripherals

Angle Mount Kit	2	\$149	\$298
-----------------	---	-------	-------

Switch			
FortiSwitch 108F-FPOE	1	\$612	\$612
Warranty, Maintenance and License			
Five Year Cloud Camera License, Capacity Increase	2	\$899	\$1,798
Forticare FS-108F-FPOE Premium Care - 3 Yr	1	\$180	\$180
Town Hall - Exterior			\$4,887
-Town Hall - Interior			
IP Cameras			
CM42 Indoor Dome 30 days retention	2	\$699	\$1,398
Warranty, Maintenance and License			
Five Year Cloud Camera License, Capacity Increase	2	\$899	\$1,798
Town Hall - Interior			\$3,196
-Town Park			
IP Cameras			
CF81 Fisheye Series 30 days retention	1	\$1,999	\$1,999
CH52 Outdoor Multi-sensor dome Camera, 1TB, 30 Days Max	1	\$3,599	\$3,599
CB52-E Outdoor Bullet Series 30 days retention	1	\$1,399	\$1,399
Peripherals			
Square Camera Junction Box	1	\$90	\$90
Angle Mount Kit	1	\$149	\$149
Rack and related			
Misc. Rack Equipment - Lockable NEMA enclosure for Pavillion and Gazebo	2	\$150	\$300
Switch			
FortiSwitch 108F-FPOE	3	\$612	\$1,836
Warranty, Maintenance and License			
Five Year Cloud Camera License, Capacity Increase	2	\$899	\$1,798
5-Year CH52 Multisensor Camera License	1	\$2,699	\$2,699
Forticare FS-108F-FPOE Premium Care - 3 Yr	3	\$180	\$540
Town Park			\$14,409
-Waste Water - Influent Building			
IP Cameras			
CB52-E Outdoor Bullet Series 30 days retention	1	\$1,399	\$1,399
Peripherals			
Square Camera Junction Box	1	\$90	\$90
Switch			
FortiSwitch 108F-FPOE	1	\$612	\$612
Warranty, Maintenance and License			
Five Year Cloud Camera License, Capacity Increase	1	\$899	\$899
Forticare FS-108F-FPOE Premium Care - 3 Yr	1	\$180	\$180
Wireless Access Point			
Building to Building Bridge	1	\$599	\$599
Waste Water - Influent Building			\$3,779

-Waste Water - Main Building			
IP Cameras			
CF81 Fisheye Series 30 days retention	1	\$1,999	\$1,999
Peripherals			
Angle Mount Kit	1	\$149	\$149
Switch			
FortiSwitch 108F-FPOE	1	\$612	\$612
Warranty, Maintenance and License			
Five Year Cloud Camera License, Capacity Increase	1	\$899	\$899
Forticare FS-108F-FPOE Premium Care - 3 Yr	1	\$180	\$180
Waste Water - Main Building			\$3,839
-Water Treatment - Main Building			
IP Cameras			
GC31 Cellular Gateway, Outdoor	2	\$1,299	\$2,598
CM42 Indoor Dome 30 days retention	1	\$699	\$699
CF81 Fisheye Series 30 days retention	1	\$1,999	\$1,999
Peripherals			
Angle Mount Kit	1	\$149	\$149
Switch			
FortiSwitch 108F-FPOE	1	\$612	\$612
Warranty, Maintenance and License			
Forticare FS-108F-FPOE Premium Care - 3 Yr	2	\$180	\$360
Five Year Cloud Camera License, Capacity Increase	2	\$899	\$1,798
1-Year Cellular Gateway Data unlimited 1 video	2	\$999	\$1,998
Water Treatment - Main Building			\$10,213
Total Materials: \$41,593			

LABOR		Hours	Total
-			
900-100-CIO - planning, design, strategy			
900-105-Design, analysis, proof of concept	1	Hourly	\$185
900-400-New network core device setup			
900-492-Equipment installation and mounting	30	Hourly	\$5,550
- Subtot Labor Hrs/Price:		31.00	\$5,735
-Town Hall - Exterior			
900-400-New network core device setup			
900-420-Configure switch - access	1	Device/unit	\$370
-Town Hall - Exterior		Subtot Labor Hrs/Price:	2.00 \$370

-Town Park			
900-400-New network core device setup			
900-420-Configure switch - access	3	Device/unit	\$1,110
-Town Park	Subtot Labor Hrs/Price:	6.00	\$1,110
-Waste Water - Influent Building			
900-400-New network core device setup			
900-420-Configure switch - access	1	Device/unit	\$370
-Waste Water - Influent Building	Subtot Labor Hrs/Price:	2.00	\$370
-Waste Water - Main Building			
900-400-New network core device setup			
900-420-Configure switch - access	1	Device/unit	\$370
-Waste Water - Main Building	Subtot Labor Hrs/Price:	2.00	\$370
-Water Treatment - Main Building			
900-400-New network core device setup			
900-420-Configure switch - access	2	Device/unit	\$740
-Water Treatment - Main Building	Subtot Labor Hrs/Price:	4.00	\$740
Total Labor: \$8,695		47.0 estimated hours	

This project will be billed on actual time; labor figures provided in this proposal are an estimate. Proposal approvals via email or simply paying the stated deposit amount will constitute the equivalent of a proposal signature and acceptance.

On or about the date the deposit is received, Mitchell and Company (MaC) will order all materials, described in this Proposal. All deliveries and services performed at the Customer site will generally be during normal business hours (8:00am to 5:00pm) Monday through Friday, excluding holidays, at the hourly rates set out in Labor section of this Proposal. MaC reserves the right to charge labor at 1 ½ times the rates set out in the Labor section for work done after hours, on holidays and weekends. Reasonable incidental out-of-pocket expenses will be charged as incurred. Travel and lodging expenses will be paid by Customer. Mitchell and Company will provide reasonable documentation of all expenses.

MaC will progress invoice labor semi-monthly for the duration of this project. Customer agrees to pay each invoice by its respective due date. Applicable finance charges of 1.5% per month will accrue on balances past due. Any bank payments returned for insufficient funds or any other reason are subject to a \$50 fee.

MaC will act in a diligent manner in the installation and configuration of the hardware and software, described in this Proposal, to achieve performance of the systems in accordance with the manufacturer and/or vendor specifications. MaC does not guarantee the compatibility of any vendor hardware and software, but depends on respective vendors to ensure this compatibility. Customer understands and agrees that MaC is not responsible for problems due to information that the manufacturers and/or vendors of hardware and software fail to supply, including but not limited to the compatibility, configuration and performance of such hardware and/or software. Installation services, in addition to those estimated, may be required to remedy any compatibility issues and will be invoiced. Customer understands and agrees that failure in meeting schedule or failure in the delivery of goods and services by other service providers, contractors, vendors or customer personnel directly or indirectly involved with this project will not delay payment for services delivered by MaC. Over the course of time, additional MaC services may be required to install, configure and maintain hardware and software in an operational condition. Customer is solely responsible for ensuring that it is in legal and regulatory compliance with licensing and any other compliance laws, rules and regulations, and holds harmless MaC for any customer compliance deficiencies.

Customer will provide access to relevant facilities, during normal business hours and as otherwise reasonably required, and provide access to necessary and appropriate personnel to assist MaC in the successful and timely completion of this Project. Customer is solely responsible for providing detailed technical requirements and specifications for integrating with other hardware, software or systems with the systems provided under this proposal. Customer is responsible for describing in full details desired functionality for integration of other hardware, software or systems with the systems provided under this proposal.

The Pricing described in this Proposal is good for 30 days of the Proposal date and includes the hardware and software set out in the Materials section and does not necessarily include any or all applicable shipping, freight and taxes which the Customer is responsible for paying. Pricing is based on the most recently available price quotations from applicable manufacturers and/or vendors and may vary at the time of ordering. If individual item pricing varies by more than 10%, Customer will be notified and have the option of choosing a substitute product, if available.

Additional Work. This project does not include any written materials, documentation, diagrams, or any other documentation that is not expressly included in this proposal. These items and any work not specifically described within this proposal is considered to be outside the project scope and may be priced and performed separately. Any changes to the scope of this project may require a written change order which may take from 24-72 hours to process and may impact the completion date. During the course of this project, if we determine circumstances are such that substantially greater work is required than estimated, we will discuss it with you and gain your approval before proceeding.

The Customer agrees that this Proposal is solely intended for the Customer. The customer acknowledges that all information contained in the Proposal is considered confidential. Both the Customer and MaC agree not to release any confidential information in any shape, form, or method of communicating.

Termination for Cause and Remedies. Customer may terminate this Proposal for Convenience any time upon written notice to MaC, in which case Customer will pay MaC for all hardware, software, other miscellaneous items and labor to date and neither party will have any further obligations under this Proposal.

Product Acceptance and Return. The Customer must report any claimed hardware and software delivery shortages within 3 business days of hardware and software delivery. MaC will work with Customer to try to secure a refund for any products committed to, but not used for this project. Customer agrees to pay for any such products and/or applicable restock or return fees in the event a return and refund is not possible.

Warranty. Manufacturer warranties for hardware and software, as such exist, are the sole and only warranties for proposed products. Customer agrees to rely solely on such manufacturer warranties, as such exist. Consulting labor requested by customer to remedy manufacturer warranty issues will be invoiced in accordance with our standard billing rates at such time work is conducted. MaC warranties implementation services to the extent of the scope of this specific project, based on mutual written agreement at the conclusion of this project. Services provided thereafter will fall under billable general support. MaC disclaims all other warranties, express or implied, including but not limited to, warranties of merchantability and/or fitness of purpose.

Limitation of Liability. Under no circumstances will either party be liable for indirect, punitive, special, incidental and/or consequential damages, in connection with or arising out of this Proposal (including loss of profit, data, or other economic advantage), however such claimed loss may arise. Each party agrees to the waiver of all claims against the other party, and any claims will be limited to the dollar amount of the products and services provided to Customer under this Agreement.



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

AGENDA ITEM:	Consideration of Ordinance 2025-05 Modifying Chapter 11 Article 1 Section 80 Street Closure; Permit. Adding Block Parties
SUBMITTED BY:	Stefen Wynn, Town Administrator & Treasurer
DATE:	8.8.2025
BACKGROUND:	The existing Paonia Municipal Code concerning street closures did not specifically detail block parties, the Special Event Ordinance contemplated Block Parties within its definitions and gave an administrative path forward for special events. This Ordinance defines the process for block parties and relates back to the Special Event Ordinance for the process for obtaining a special event permit involving a street closure for a block party. The fee for a street closure and block party has already been established with R15-2025 Amending the Fee Schedule
BUDGET:	N/A
RECOMMENDATION:	RECOMMENDED MOTION: I move to approve Ordinance 2025-05, Block Parties.
ATTACHMENT:	ORD 2025-05 Modifying Ch. 11 Art. 1 Sec. 80 Street Closure; Permit_draft

TOWN OF PAONIA, COLORADO

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE TOWN OF PAONIA, COLORADO AMENDING ARTICLE 1, PUBLIC PARKS, OF CHAPTER 11, STREETS, SIDEWALKS AND PUBLIC PLACES

WHEREAS, the Town of Paonia, Colorado (the “Town”) is a statutory town incorporated and duly organized under the laws of the state of Colorado; and

WHEREAS, C.R.S. §31-15-201 establishes Administrative Powers for Statutory Municipalities, and the Town of Paonia has the right and responsibility to regulate the time, place, and manner of Special Events within incorporated Town Limits, to protect the health, welfare, and safety of its residents, reduce the adverse impacts on public spaces and environment within the Town; and

WHEREAS, Chapter 11 of the Town’s Municipal Code (the “Code”) sets forth the Town’s policies for regulating street closures; and

WHEREAS, the Town is desirous of updating, modernizing, and clarifying its regulations on special events, street closures, and the use of public property for special events; and

WHEREAS, the Town established a Special Events ad-hoc committee made up of the Town Administrator & Treasurer, two Trustees, and two Organizers of major special events; and

WHEREAS, the Special Events ad-hoc committee were tasked with providing a recommended Ordinance during the June 10, 2025, Regularly Scheduled Board of Trustees meeting; and

WHEREAS, the Board of Trustees finds it in the interest of public health, safety, and welfare to amend the Town regulations concerning special events to include rules for special events on streets, sidewalks, and public places.

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

Section 1. The foregoing recitals are incorporated by reference as the findings and determinations of the Board of Trustees.

Section 2. Article 1 of Chapter 11 of the Code is hereby modified to add or ~~remove~~ as follows:

**Chapter 11. Streets, Sidewalks and Public Places. Article 1. Streets and Sidewalks.
Section 80. Street Closure; Permit.**

(q) Block Parties.

- (1) Block parties are permitted within the Town of Paonia as a form of community-based Special Event and are subject to the requirements of this Section and all applicable provisions of PMC §6-5-10 through §6-5-100.
- (2) A block party may be held on a public street or alley within a residential zoning district, provided the location is not part of the Town's designated truck route. Block parties may also be permitted within public alleyways, subject to the same review and safety requirements as residential streets.
- (3) Block party applications shall meet all requirements of this Section including but not limited to: street closure application, insurance and naming the town as an additional insured, notification of neighboring properties, sanitation, barricades, and post-event cleanup. The Town Administrator may waive the thirty (30) day filing requirement for block parties, allowing submission no fewer than fourteen (14) days before the event.
- (4) The following restrictions apply to block parties:
 - i. No block party shall be permitted along any portion of the designated Town truck route.
 - ii. No block party shall be permitted during any long-standing annual event, if the event is listed or recognized pursuant to §6-5-70(c)(10)(iii).
 - iii. No block party shall be approved if it would result in a violation of §6-5-70(d), which requires denial of a Special Event permit under certain circumstances.
- (5) Block Parties Shall:
 - i. Be open to all residents of the immediate neighborhood or block;
 - ii. Not charge admission or promote for-profit commercial activity;
 - iii. Not require extraordinary public safety or Town staffing support;
 - iv. End no later than 10:00 PM and not exceed six (6) hours in duration.
- (6) Block parties are disqualified from sponsorship in lieu of fees.
- (7) Block parties may not serve alcohol without a Special Liquor License pursuant to PMC §6-1-10 through §6-1-90, and alcohol may not be consumed without an on-premise permit.

Section 3. Severability. If any section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees declares that it would have adopted this Ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Effective Date and Time. This Ordinance shall become effective thirty (30) days after publication in accordance with law.

INTRODUCED, READ, AND ORDERED FOR PUBLICATION BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, UPON A MOTION DULY MADE, SECONDED AND PASSED AT ITS REGULAR MEETING HELD AT THE TOWN OF PAONIA, ON THE 12th DAY OF AUGUST, 2025.

TOWN OF PAONIA

By: _____
Paige Smith, Mayor

ATTEST:

Samira M. Vetter, Town Clerk

Approved as to form and contents:

Clay Buchner, Town Attorney