



PACKET MODIFICATIONS

January 28, 2026

Addition of the following items handed out, not included in the original packet or updated from what was included in the packet:

- *Jan. FY-2026 Monthly Budget to Actuals.pdf*
 - *January 2026 Dept. Scorecard.pdf*
 - *Wester Slope Conservation Center Presentation - NF SF WRAP Status Update.pdf*
 - *Wright Water Engineers WaterSMART Contract.pdf*
 - *Consort Safe Streets for All Contract.pdf*
 - *Town of Paonia_Consort_Fee_260122 (1).pdf*
 - *Urban Rural Continuum LLC SB24-174 Compliance Contract.pdf*
 - *Updated Axon Taser Quote Q-774234-46048NE.pdf*
 - *Updated Axon BWC Quote - Q-8000597-46048NE.pdf*
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ACCOUNT	DESCRIPTION	JANUARY 27th ACTUAL
UBB Accounts		
		CURRENT BALANCES
x3637	Pooled Cash - 4.00% Interest Rate	\$ 3,692,001.87
x0857	Conservation Trust Fund - 0.1% Interest Rate	\$ 17,636.72
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)	\$ 99,756.24
x0733	Operating (Main Account) - 0.00% Interest Rate	\$ 277,879.48
x3629	Payroll - 0.00% Interest Rate	\$ 7,266.10
	Subgroup : Total UBB Accounts	\$ 4,119,565.41
ColoTrust Investment Accounts		
x8001	General Fund - 4.0855% 30-Day Yield	\$ 560,421.38
	\$69,500 is the TABOR reserve required by state statute	\$ 69,500.00
x8002	Sewer Restricted - 4.0855% 30-Day Yield	\$ 526,910.57
	\$100,750 must be maintained in Reserve for 2020 Revenue Refunding Bonds	\$ 100,750.00
x8003	Debt Reserve - 4.0855% 30-Day Yield	\$ 126,471.14
x8004	Bridge Reserve - 4.0855% 30-Day Yield	\$ 696,548.24
x8005	Water - 4.0855% 30-Day Yield	\$ 522,234.64
	Subgroup : ColoTrust Investment Accounts	\$ 2,602,835.97
TOTAL BANK ACCOUNTS		\$4,119,565.41
TOTAL INVESTMENT ACCOUNTS		\$2,602,835.97
Last Month Total All Accounts: \$6,194,359.40		
TOTAL CURRENT BALANCE ALL ACCOUNTS		\$6,722,401.38

Grant Description	Granting Agency	Total Award	Date Awarded	Amount Rec'd.	Contract Expiration	Revenue Account	Expenditure Account	Consultant/ Contractor	Total Contract Price	Remaining Balance of Grant
EIAF - A00278 Paonia Code Revision	DOLA	\$ 25,000.00	11/27/2023	\$ 15,291.85	11/27/2024	10-35-20	10-41-75	Sustainable Futures	\$ 38,000.00	\$ 9,708.15
EIAF-25-039 (Tier II) - 25039 Paonia Westernloop Water Main Replacement	DOLA	\$ 1,000,000.00	3/18/2025	\$ -	3/18/2026	30-36-30	60-50-70	TBD	TBD	\$ 1,000,000.00
HPLN-H25017 - Town of Paonia Housing Needs Assessment SB Update	DOLA	\$ 7,500.00	8/26/2025	\$ -	8/26/2026	10-35-20	10-41-75	Urban Rural Continuum	TBD	\$ 7,500.00
EIAF (Tier II) - 9721 Paonia Water Tank Relining	DOLA	\$ 956,000.00	4/3/2024	\$ 584,350.77	10/31/2025	60-36-30	60-50-70	Earthworx for Sitework - viaflex for Temp. tank - MPC for Relining	TBD	\$ 371,649.23
SAFE PATHWAYS FOR PAONIA - 5TH AND GRAND REALIGNMENT										
RMS - M035-003 (25364) Safe Pathways for Paonia (5th & Grand)	CDOT	\$ 1,040,774.00	10/20/2023	\$ -	8/27/2033	10-35-20	10-45-70	TBD	TBD	\$ 1,040,774.00
SRTS -	CDOT	\$ 872,825.00	4/16/2025	\$ -	TBD	10-35-20	10-45-70	TBD	TBD	\$ 872,825.00
BUILD Grant	FHWA	\$ 1,884,901.00	7/15/2025	\$ -	TBD	10-35-20	10-45-70	TBD	TBD	\$ 1,884,901.00
HYDROGEOLOGICAL STUDY										
CFP - 2023-19 Paonia Hydrogeological Study	Col. River Water Conservation District	\$ 25,000.00	5/30/2023	\$ 12,500.00	6/1/2026	60-36-30	60-50-75	Wright Water Engineering		\$ 12,500.00
(CWCB) WSRF Grant - POGG1 2024-2691 Hydrogeological Study of Paonia Spring Complexes	Col. Water Conservation Board	\$ 147,973.00	11/27/2023	\$ 97,362.80	11/27/2028	60-36-30	60-50-70	Wright Water Engineering		\$ 50,610.20
	CWCB Task 1	Engineering & Data Review	\$ 50,570.00	\$ 36,916.93						
	CWCB Task 2	Subsurface Investigation	\$ 97,403.00	\$ 60,445.87						
	CWCB Task 3	Metering	\$ -	\$ -						
				\$ 109,862.80		60-36-30	60-50-70	Wright Water Engineering	\$ 240,774.00	\$ 63,110.20
GRANT14002201 - Funding Opportunity No. R23AS00109 - Water SMART Planning & Project Design Grant - Paonia, "Watershed and Water System Strategy Plans for Resiliency in the Face of Change"										
	Bureau of Reclamation	\$ 250,000.00	4/23/2024	\$ -	TBD	60-36-30	60-50-70	Wright Water Engineering	TBD	\$ 250,000.00
SS4A - Safe Streets for All - Supplemental Planning and Demonstration Grant	USDOT (FHWA)	\$ 293,974.00	6/18/2024	\$ -	TBD	10-35-20	10-45-20	Conсор Engineering	TBD	\$ 293,974.00
								Total Grant Funding	\$ 6,503,947.00	
								Total Received	\$ 819,368.22	Remaining Grant Balance \$ 5,684,578.78

ACCOUNT DESCRIPTION		ADOPTED FY-2026 BUDGET	JANUARY 27th ACTUAL
General Fund Revenues			
10-31-01	PROPERTY TAXES	\$ 160,000.00	\$ -
10-31-02	S.O. AUTO TAXES	\$ 20,200.00	\$ -
10-31-03	SALES TAX - TOWN	\$ 575,000.00	\$ -
10-31-04	SALES TAX - COUNTY	\$ 150,000.00	\$ -
10-31-05	SALES TAX - STATE MARIJUANA	\$ 5,000.00	\$ -
10-31-06	CIGARETTE TAX	\$ 800.00	\$ -
10-31-07	FRANCHISE TAX	\$ 55,000.00	\$ -
10-31-08	PENALTY & INTEREST	\$ 500.00	\$ -
10-31-09	DELINQUENT TAX	\$ -	\$ -
10-31-10	ABATEMENTS	\$ -	\$ -
10-31-11	MARIJUANA OCCUPATIONAL TAX (Transaction Fee)	\$ 65,000.00	\$ -
	Subgroup : TAXES	\$ 1,031,500.00	\$ -
General Fund Revenues			
10-32-01	LIQUOR LICENSES	\$ 5,500.00	\$ -
10-32-02	MISCELLANEOUS PERMITS	\$ 5,500.00	\$ -
10-32-03	BUILDING PERMITS	\$ 42,250.00	\$ -
10-32-04	SPECIAL REVIEWS	\$ 1,000.00	\$ -
10-32-05	ZONING VERIFICATION & ADMINISTRATIVE REVIEWS	\$ 700.00	\$ -
10-32-06	VIN INSPECTIONS	\$ 1,300.00	\$ -
10-32-07	PRE-APPLICATION MEETINGS	\$ 500.00	\$ -
10-32-08	SHORT-TERM RENTAL LICENSES	\$ -	\$ -
10-32-09	SPECIAL EVENT PERMIT FEES	\$ 2,200.00	\$ -
10-32-10	MARIJUANA LICENSING FEE	\$ 3,300.00	\$ -
	Subgroup : LICENSES, PERMITS & FEES	\$ 62,250.00	\$ -
General Fund Revenues			
10-33-01	HIGHWAY USER TAX	\$ 52,000.00	\$ -
10-33-02	MOTOR VEHICLE - \$1.50	\$ 1,500.00	\$ -
10-33-03	MOTOR VEHICLE - \$2.50	\$ 3,500.00	\$ -
10-33-07	SEVERANCE TAX	\$ 3,500.00	\$ -
10-33-08	MINERAL LEASING	\$ 8,500.00	\$ -
10-33-10	ROAD & BRIDGE	\$ 7,000.00	\$ -
	Subgroup : INTERGOVERNMENTAL REVENUES	\$ 76,000.00	\$ -
General Fund Revenues			
10-34-01	COURT FINES	\$ 1,000.00	\$ -
10-34-02	POLICE FINES	\$ 8,500.00	\$ -
10-34-03	MISCELLANEOUS FINES - BONDS	\$ 500.00	\$ -
10-34-04	BACK THE BADGE (0.8% SALES TAX)	\$ 255,000.00	\$ -
10-34-05	DOG TAGS	\$ 500.00	\$ -
10-34-06	CODE ENFORCEMENT VIOLATIONS	\$ 1,500.00	\$ -
10-34-10	LAW ENFORCEMENT COST ALLOCATION	\$ -	\$ -
10-34-50	PD GRANT	\$ -	\$ -
	Subgroup : FINES AND FORFEITURES	\$ 267,000.00	\$ -

ACCOUNT DESCRIPTION		ADOPTED FY-2026 BUDGET	JANUARY 27th ACTUAL
General Fund Revenues			
10-35-01	RENTS & ROYALTIES	\$ 30,000.00	\$ -
10-35-02	MOTOR FUEL TAX REFUNDS	\$ -	\$ -
10-35-04	INTEREST INCOME	\$ 156,000.00	\$ -
10-35-05	LATE CHARGES	\$ 4,750.00	\$ -
10-35-06	OTHER INCOME	\$ 1,250.00	\$ -
10-35-07	INSURANCE PROCEEDS	\$ -	\$ -
10-35-09	PARK DONATIONS	\$ -	\$ -
10-35-10	OTHER AGENCY CONTRIBUTIONS	\$ 500.00	\$ -
10-35-13	BRIDGE RESERVE	\$ -	\$ -
10-35-15	REFUND OF EXPENDITURES	\$ 7,500.00	\$ -
10-35-16	RESTITUTION	\$ 5,500.00	\$ -
10-35-18	SALES OF ASSETS	\$ 20,500.00	\$ -
	Subgroup : MISCELLANEOUS REVENUES	\$ 226,000.00	\$ -
General Fund Revenues			
10-39-99	TRANSFER REVENUE	\$ -	\$ -
	Subgroup : TRANSFERS	\$ -	\$ -
General Fund Revenues			
TOTAL GENERAL FUND REVENUES		\$ 1,662,750.00	\$ -
General Fund Revenues			
TOTAL GENERAL FUND EXPENDITURES		\$ (1,764,575.00)	\$ -
NET SURPLUS (LOSS) - General Fund		\$ (101,825.00)	\$ -
UNRESTRICTED FUND BALANCE BEGINNING		\$ 813,338.00	\$ 813,338.00
UNRESTRICTED FUND BALANCE ENDING		\$ 711,513.00	\$ 813,338.00

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	JANUARY 27TH ACTUAL
CIP REVENUE			
22-31-06	MARIJUANA OCCUPATIONAL TAX (Transaction Fee)	\$ -	\$ -
26-30-01	SIDEWALK FEE	\$ 26,500.00	\$ -
40-38-01	CONSERVATION TRUST FUND	\$ 5,500.00	\$ -
50-31-03	SALES TAX - CIP	\$ 260,000.00	\$ -
10-35-20	GRANT REVENUE	\$ 311,474.00	\$ -
10-35-20	GRANT REVENUE - 5TH & GRAND	\$ 3,156,804.00	\$ -
10-35-13	BRIDGE RESERVE	\$ 6,500.00	\$ -
	Subgroup : General Fund CIP	\$ 277,500.00	\$ -
	Subgroup : Street Fund CIP	\$ 293,974.00	\$ -
	Subgroup : Street Fund CIP - 5th & Grand	\$ 3,156,804.00	\$ -
	Subgroup : Sidewalk Fund CIP	\$ 26,500.00	\$ -
	Subgroup : Conservation Trust Fund	\$ 5,500.00	\$ -
	Total All Funds	\$ 3,760,278.00	\$ -
CIP EXPENDITURES			
10-41-73			
10-41-74	CAPITAL OUTLAY EXPENSES ADMINISTRATION	\$ (93,000.00)	\$ (1,336.61)
10-41-75			
10-41-78			
10-42-73	CAPITAL OUTLAY EXPENSES LAW ENFORCEMENT	\$ (85,600.00)	\$ -
10-42-74			
10-43-73	CAPITAL OUTLAY EXPENSES BUILDING	\$ -	\$ -
10-43-74			
10-45-70			
10-45-71			
10-45-73			
10-45-74	CAPITAL OUTLAY EXPENSES PW-STREETS	\$ (471,986.00)	\$ -
10-45-75			
10-45-90			
10-45-99			
10-45-72	CAPITAL OUTLAY EXPENSES PW -STREETS 5TH & GRAND	\$ (3,200,000.00)	\$ -
10-46-70			
10-46-71			
10-46-73			
10-46-74	CAPITAL OUTLAY EXPENSES PW - PARKS	\$ (85,500.00)	\$ -
10-46-75			
10-46-90			
10-46-99			
26-45-70	CAPITAL OUTLAY EXPENSES - SIDEWALKS	\$ (85,000.00)	\$ -
40-46-20	CAPITAL OUTLAY EXPENSES PW - CONSERVATION TRUST	\$ -	\$ -
24-45-70	CAPITAL OUTLAY EXPENSES - BRIDGE RESERVE	\$ (500,000.00)	\$ -
	Subgroup : CIP EXPENDITURES - GENERAL FUND CIP	\$ (264,100.00)	\$ (1,336.61)
	Subgroup : CIP EXPENDITURES - STREET FUND CIP	\$ (471,986.00)	\$ -
	Subgroup : CIP EXPENDITURES - STREET FUND CIP - 5TH & GRAND	\$ (3,200,000.00)	\$ -
	Subgroup : CIP EXPENDITURES - SIDEWALK FUND CIP	\$ (85,000.00)	\$ -
	Subgroup : CIP EXPENDITURES - CONSERVATION TRUST CIP	\$ -	\$ -
	Subgroup : CIP EXPENDITURES - BRIDGE RESERVE	\$ (500,000.00)	\$ -

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	JANUARY 27TH ACTUAL
CIP TOTALS			
	NET SURPLUS (LOSS) - GENERAL FUND CIP	\$ 13,400.00	\$ (1,336.61)
	RESTRICTED FUND BALANCE BEGINNING - GENERAL FUND CIP	\$ 513,186.00	\$ 513,186.00
	RESTRICTED FUND BALANCE ENDING - GENERAL FUND CIP	\$ 526,586.00	\$ 511,849.39
	NET SURPLUS (LOSS) - STREET FUND CIP	\$ (221,208.00)	\$ -
	RESTRICTED FUND BALANCE BEGINNING - STREET FUND CIP	\$ 913,032.00	\$ 913,032.00
	RESTRICTED FUND BALANCE ENDING - STREET FUND CIP	\$ 691,824.00	\$ 913,032.00
	NET SURPLUS (LOSS) - SIDEWALK FUND CIP	\$ (58,500.00)	\$ -
	RESTRICTED FUND BALANCE BEGINNING - SIDEWALK FUND CIP	\$ 150,623.00	\$ 150,623.00
	RESTRICTED FUND BALANCE ENDING - SIDEWALK FUND CIP	\$ 92,123.00	\$ 150,623.00
	NET SURPLUS (LOSS) - CONSERVATION TRUST CIP	\$ 5,500.00	\$ -
	RESTRICTED FUND BALANCE BEGINNING - CONSERVATION TRUST CIP	\$ 8,797.00	\$ 8,797.00
	RESTRICTED FUND BALANCE ENDING - CONSERVATION TRUST CIP	\$ 14,297.00	\$ 8,797.00
	NET SURPLUS (LOSS) - BRIDGE RESERVE	\$ (493,500.00)	\$ -
	RESTRICTED FUND BALANCE BEGINNING - BRIDGE RESERVE	\$ 671,000.00	\$ 671,000.00
	RESTRICTED FUND BALANCE ENDING - BRIDGE RESERVE	\$ 177,500.00	\$ 671,000.00

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	JANURY 27TH ACTUAL
ADMINISTRATION	PERSONNEL SERVICES		
10-41-01	MAYOR & TRUSTEES	\$ 2,400.00	\$ 700.00
10-41-02	TOWN ADMINISTRATOR/CONTRACT LABOR	\$ 33,000.00	\$ 2,455.88
10-41-03	SALARIES & WAGES	\$ 93,500.00	\$ 4,757.26
10-41-04	EMPLOYER FICA	\$ 8,300.00	\$ 481.94
10-41-05	EMPLOYER MEDICARE	\$ 2,050.00	\$ 112.71
10-41-06	UNEMPLOYMENT TAX	\$ 300.00	\$ 15.55
10-41-07	INSURANCE BENEFITS	\$ 32,000.00	\$ 1,469.95
10-41-08	RETIREMENT BENEFITS	\$ 6,250.00	\$ 251.67
10-41-09	LIFE/DISABILITY INSURANCE	\$ 325.00	\$ -
10-41-10	WORKMEN'S COMPENSATION	\$ 1,575.00	\$ -
10-41-13	OVERTIME	\$ 3,800.00	\$ 97.76
	Subgroup : Personnel Services	\$ 183,500.00	\$ 10,342.72
ADMINISTRATION	OPERATING		
10-41-15	OFFICE SUPPLIES	\$ 2,000.00	\$ -
10-41-16	OPERATING SUPPLIES	\$ 2,900.00	\$ -
10-41-17	POSTAGE	\$ 1,100.00	\$ -
10-41-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 50,000.00	\$ -
10-41-21	AUDIT & BUDGET EXPENSE	\$ 7,000.00	\$ -
10-41-22	REPAIRS & MAINTENANCE	\$ 1,000.00	\$ -
10-41-23	VEHICLE EXPENSE	\$ 750.00	\$ -
10-41-25	TOWN HALL EXPENSE	\$ 3,600.00	\$ -
10-41-26	TRAVEL, MEETINGS, & TRAININGS	\$ 7,500.00	\$ -
10-41-27	INSURANCE & BONDS	\$ 10,000.00	\$ 2,676.63
10-41-28	UTILITIES	\$ 5,000.00	\$ -
10-41-29	TELEPHONE & INTERNET	\$ 2,800.00	\$ -
10-41-30	PUBLISHING ADS	\$ 2,400.00	\$ -
10-41-31	DUES & SUBSCRIPTIONS	\$ 37,700.00	\$ 20.38
10-41-33	DATA PROCESSING	\$ 8,500.00	\$ 278.25
10-41-40	MISCELLANEOUS	\$ 1,000.00	\$ -
10-41-43	CULTURAL EVENTS	\$ 500.00	\$ -
10-41-44	HUMAN SERVICES	\$ 7,500.00	\$ -
10-41-45	BUILDING INSPECTOR	\$ -	\$ -
10-41-90	TREASURER'S FEE	\$ 14,300.00	\$ -
	Subgroup : Operating Expenditures	\$ 165,550.00	\$ 2,975.26
GENERAL FUND TOTAL		\$ 349,050.00	\$ 13,317.98
ADMINISTRATION	CAPITAL OUTLAY & TRANSFERS		
10-41-73	BUILDING IMPROVEMENTS	\$ 50,000.00	\$ 489.72
10-41-74	MACHINERY & EQUIPMENT	\$ 14,500.00	\$ 846.89
10-41-75	GRANT PROJECTS	\$ 8,500.00	\$ -
10-41-78	GRANT PROJECT - CODE REVISION	\$ 20,000.00	\$ -
10-41-99	TRANSFERS	\$ -	\$ -
	SUBGROUP : SALES TAX CIP TOTAL	\$ 93,000.00	\$ 1,336.61

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	JANUARY 27TH ACTUAL
LAW ENFORCEMENT PERSONNEL SERVICES			
10-42-02	CONTRACT LABOR (JUDGE)	\$ 7,500.00	\$ 550.00
10-42-03	SALARIES & WAGES	\$ 520,000.00	\$ 31,958.15
10-42-04	EMPLOYER FICA	\$ 35,750.00	\$ 281.62
10-42-05	EMPLOYER MEDICARE	\$ 8,400.00	\$ 464.00
10-42-06	UNEMPLOYMENT TAX	\$ 1,150.00	\$ 64.00
10-42-07	INSURANCE BENEFITS	\$ 107,000.00	\$ 7,248.92
10-42-08	RETIREMENT BENEFITS	\$ 12,500.00	\$ 761.66
10-42-09	LIFE/DISABILITY INSURANCE	\$ 1,300.00	\$ -
10-42-10	WORKMEN'S COMPENSATION	\$ 16,050.00	\$ -
10-42-11	FPPA PENSION	\$ 49,000.00	\$ 2,985.90
10-42-12	FPPA D&D	\$ 17,500.00	\$ 1,082.85
10-42-13	OVERTIME & ON-CALL	\$ 20,150.00	\$ 1,000.47
	Subgroup : Personnel Services	\$ 796,300.00	\$ 46,397.57
LAW ENFORCEMENT OPERATING			
10-42-15	OFFICE SUPPLIES	\$ 1,250.00	\$ -
10-42-16	OPERATING SUPPLIES	\$ 3,750.00	\$ -
10-42-17	POSTAGE	\$ 500.00	\$ -
10-42-19	UNIFORMS	\$ 10,000.00	\$ -
10-42-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 15,000.00	\$ -
10-42-22	REPAIRS & MAINTENANCE	\$ 1,500.00	\$ -
10-42-23	VEHICLE EXPENSE	\$ 18,000.00	\$ 225.00
10-42-26	TRAVEL, MEETINGS, & TRAININGS	\$ 3,500.00	\$ -
10-42-27	INSURANCE & BONDS	\$ 60,500.00	\$ 13,823.74
10-42-28	UTILITIES	\$ 2,800.00	\$ -
10-42-29	TELEPHONE & INTERNET	\$ 6,000.00	\$ -
10-42-30	PUBLISHING ADS	\$ -	\$ -
10-42-31	DUES & SUBSCRIPTIONS	\$ 7,500.00	\$ 20.39
10-42-33	DATA PROCESSING	\$ 3,500.00	\$ 278.25
10-42-42	CONTRACT SERVICES	\$ 22,000.00	\$ -
10-42-44	HUMAN SERVICES	\$ 2,000.00	\$ -
	Subgroup : Operating Expenditures	\$ 157,800.00	\$ 14,347.38
GENERAL FUND TOTAL		\$ 954,100.00	\$ 60,744.95
LAW ENFORCEMENT CAPITAL OUTLAY & TRANSFERS			
10-42-73	BUILDING IMPROVEMENTS	\$ 15,000.00	\$ -
10-42-74	MACHINERY & EQUIPMENT	\$ 70,600.00	\$ -
SUBGROUP : SALES TAX CIP TOTAL		\$ 85,600.00	\$ -

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

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	JANUARY 27TH ACTUAL
STREETS	PERSONNEL SERVICES		
10-45-02	CONTRACT LABOR	\$ -	\$ -
10-45-03	SALARIES & WAGES	\$ 100,000.00	\$ 6,222.76
10-45-04	EMPLOYER FICA	\$ 6,600.00	\$ 381.02
10-45-05	EMPLOYER MEDICARE	\$ 1,550.00	\$ 89.11
10-45-06	UNEMPLOYMENT TAX	\$ 225.00	\$ 12.29
10-45-07	INSURANCE BENEFITS	\$ 19,000.00	\$ 1,039.60
10-45-08	RETIREMENT BENEFITS	\$ 4,975.00	\$ 288.35
10-45-09	LIFE/DISABILITY INSURANCE	\$ 325.00	\$ -
10-45-10	WORKMEN'S COMPENSATION	\$ 5,100.00	\$ -
10-45-13	OVERTIME	\$ 3,400.00	\$ 50.90
	Subgroup : Personnel Services	\$ 141,175.00	\$ 8,084.03
STREETS	OPERATING		
10-45-15	OFFICE SUPPLIES	\$ 500.00	\$ -
10-45-16	OPERATING SUPPLIES	\$ 7,000.00	\$ -
10-45-17	POSTAGE	\$ -	\$ -
10-45-19	UNIFORMS	\$ 2,000.00	\$ -
10-45-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 20,000.00	\$ -
10-45-21	AUDIT & BUDGET EXPENSE	\$ 3,500.00	\$ -
10-45-22	REPAIRS & MAINTENANCE	\$ 11,000.00	\$ -
10-45-23	VEHICLE EXPENSE	\$ 8,000.00	\$ -
10-45-24	RENTALS	\$ -	\$ -
10-45-25	SHOP EXPENSE	\$ 9,000.00	\$ -
10-45-26	TRAVEL, MEETINGS & TRAININGS	\$ 1,500.00	\$ -
10-45-27	INSURANCE & BONDS	\$ 4,500.00	\$ 1,589.12
10-45-28	UTILITIES	\$ 12,250.00	\$ -
10-45-29	TELEPHONE & INTERNET	\$ 1,550.00	\$ -
10-45-30	PUBLISHING ADS	\$ 100.00	\$ -
10-45-31	DUES & SUBSCRIPTIONS	\$ 1,100.00	\$ -
10-45-32	FEES & PERMITS	\$ 2,500.00	\$ -
10-45-33	DATA PROCESSING	\$ -	\$ -
10-45-40	MISCELLANEOUS	\$ 500.00	\$ -
10-45-42	SNOW REMOVAL	\$ 18,000.00	\$ -
10-45-43	CULTURAL EVENTS	\$ -	\$ -
10-45-44	HUMAN SERVICES	\$ -	\$ -
10-45-45	BUILDING INSPECTOR	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 103,000.00	\$ 1,589.12
	GENERAL FUND TOTAL	\$ 244,175.00	\$ 9,673.15
STREETS	CAPITAL OUTLAY & TRANSFERS		
10-45-70	CAPITAL OUTLAY	\$ 29,000.00	\$ -
10-45-71	RIGHT OF WAY MAINTENANCE	\$ 25,000.00	\$ -
10-45-72	5TH STREET REALIGNMENT	\$ 3,200,000.00	\$ -
10-45-73	BUILDING IMPROVEMENTS	\$ 5,500.00	\$ -
10-45-74	MACHINERY & EQUIPMENT	\$ 45,000.00	\$ -
10-45-75	GRANT PROJECTS	\$ 367,486.00	\$ -
10-45-90	TREASURER'S FEE	\$ -	\$ -
10-45-99	TRANSFERS	\$ -	\$ -
24-45-70	CAPITAL OUTLAY - BRIDGE RESERVE	\$ 500,000.00	\$ -
26-45-70	CAPITAL OUTLAY - SIDEWALKS	\$ 85,000.00	\$ -
	SUBGROUP : SALES TAX CIP TOTAL	\$ 4,256,986.00	\$ -

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET	JANUARY 27TH ACTUAL
PARKS	PERSONNEL SERVICES		
10-46-02	CONTRACT LABOR (SEASONAL EMPLOYEES)	\$ 26,000.00	\$ -
10-46-03	SALARIES & WAGES	\$ 60,000.00	\$ 3,547.36
10-46-04	EMPLOYER FICA	\$ 5,500.00	\$ 217.97
10-46-05	EMPLOYER MEDICARE	\$ 1,300.00	\$ 50.98
10-46-06	UNEMPLOYMENT TAX	\$ 200.00	\$ 7.03
10-46-07	INSURANCE BENEFITS	\$ 12,000.00	\$ 503.74
10-46-08	RETIREMENT BENEFITS	\$ 3,200.00	\$ 152.67
10-46-09	LIFE/DISABILITY INSURANCE	\$ 200.00	\$ -
10-46-10	WORKMEN'S COMPENSATION	\$ 2,900.00	\$ -
10-46-13	OVERTIME	\$ 2,200.00	\$ 40.65
	Subgroup : Personnel Services	\$ 113,500.00	\$ 4,520.40
PARKS	OPERATING		
10-46-15	OFFICE SUPPLIES	\$ 200.00	\$ -
10-46-16	OPERATING SUPPLIES	\$ 5,900.00	\$ -
10-46-17	POSTAGE	\$ -	\$ -
10-46-19	UNIFORMS	\$ 2,000.00	\$ -
10-46-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 2,000.00	\$ -
10-46-21	AUDIT & BUDGET EXPENSE	\$ 4,800.00	\$ -
10-46-22	REPAIRS & MAINTENANCE	\$ 18,000.00	\$ -
10-46-23	VEHICLE EXPENSE	\$ 5,250.00	\$ -
10-46-24	RENTALS	\$ 500.00	\$ -
10-46-25	SHOP EXPENSE	\$ 100.00	\$ -
10-46-26	TRAVEL, MEETINGS & TRAININGS	\$ 500.00	\$ -
10-46-27	INSURANCE & BONDS	\$ 6,500.00	\$ 1,250.05
10-46-28	UTILITIES	\$ 7,750.00	\$ -
10-46-29	TELEPHONE & INTERNET	\$ 2,000.00	\$ -
10-46-30	PUBLISHING ADS	\$ -	\$ -
10-46-31	DUES & SUBSCRIPTIONS	\$ 3,000.00	\$ -
10-46-32	FEES & PERMITS	\$ -	\$ -
10-46-33	DATA PROCESSING	\$ -	\$ -
10-46-40	MISCELLANEOUS	\$ 500.00	\$ -
10-46-42	CONTRACT SERVICES	\$ 2,500.00	\$ -
10-46-43	CULTURAL EVENTS	\$ -	\$ -
10-46-44	HUMAN SERVICES	\$ -	\$ -
10-46-45	BUILDING INSPECTOR	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 61,500.00	\$ 1,250.05
	GENERAL FUND TOTAL	\$ 175,000.00	\$ 5,770.45
PARKS	CAPITAL OUTLAY & TRANSFERS		
10-46-70	CAPITAL OUTLAY	\$ 20,000.00	\$ -
10-46-71	RIGHT OF WAY MAINTENANCE	\$ 15,000.00	\$ -
10-46-73	BUILDING IMPROVEMENTS	\$ 7,500.00	\$ -
10-46-74	MACHINERY & EQUIPMENT	\$ 43,000.00	\$ -
10-46-75	GRANT PROJECTS	\$ -	\$ -
10-46-90	TREASURER'S FEE	\$ -	\$ -
10-46-99	TRANSFERS	\$ -	\$ -
40-46-20	CONSERVATION TRUST FUND EXPENDITURES	\$ -	\$ -
	SUBGROUP : SALES TAX CIP TOTAL	\$ 85,500.00	\$ -

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

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

ACCOUNT	DESCRIPTION	ADOPTED FY-2026 BUDGET
WATER		
WATER UTILITY OPERATING EXPENSES		
60-50-25	SHOP EXPENSE	\$ 8,000.00
60-50-26	TRAVEL, MEETINGS & TRAININGS	\$ 4,500.00
60-50-27	INSURANCE & BONDS	\$ 21,500.00
60-50-28	UTILITIES	\$ 28,000.00
60-50-29	TELEPHONE & INTERNET	\$ 8,000.00
60-50-30	PUBLISHING ADS	\$ 500.00
60-50-31	DUES & SUBSCRIPTIONS	\$ 20,500.00
60-50-32	FEES & PERMITS	\$ 4,000.00
60-50-33	DATA PROCESSING	\$ 7,500.00
60-50-40	MISCELLANEOUS	\$ 1,000.00
60-50-41	WRITEOFF - UNCOLLECTABLE	\$ 1,500.00
60-50-42	CONTRACT SERVICES	\$ 7,000.00
60-50-44	NORRIS RETIREMENT	\$ 7,500.00
60-50-50	CWRPDA PRINCIPAL	\$ 615,000.00
60-50-51	CWRPDA INTEREST	\$ -
60-50-52	WPA LOAN PRINCIPAL	\$ -
60-50-53	WPA LOAN INTEREST	\$ -
60-50-54	DEBT SERVICE	\$ -
60-50-55	LOAN PRINCIPAL	\$ 72,500.00
60-50-56	LOAN INTEREST	\$ 42,000.00
60-50-57	INTEREST ON LEASE	\$ -
60-50-60	WATER STORAGE EXPENDITURE	\$ -
	Subgroup : Water Operating Expenditures	1,129,000.00
WATER		
WATER UTILITY CAPITAL OUTLAY & TRANSFERS		
60-50-69	RAW WATER METERING	\$ 250,000.00
60-50-70	CAPITAL OUTLAY	\$ 300,000.00
60-50-71	PASS THROUGH ACCOUNT	\$ -
60-50-72	WATER TANK RELINING	\$ 1,200,000.00
60-50-73	WEST LOOP IMPROVEMENT PROJECT	\$ 4,320,000.00
60-50-74	WATERSMART GRANT	\$ 425,000.00
60-50-75	GRANT PROJECTS	\$ 50,000.00
60-50-76	BUILDING IMPROVEMENTS	\$ 164,000.00
60-50-77	MACHINERY & EQUIPMENT	\$ 150,000.00
60-50-99	TRANSFERS	\$ -
	Subgroup : Water Capital Outlay & Transfers	\$ 6,859,000.00
WATER		
WATER UTILITY DEPRECIATION		
60-59-99	DEPRECIATION	\$ -
	Subgroup : Water Depreciation	\$ -
WATER FUND		
TOTAL REVENUES		\$ 8,271,000.00
TOTAL EXPENDITURES		\$ (8,480,450.00)
NET INCOME (LOSS) - Water Utility		\$ (209,450.00)
UNRESTRICTED FUND BALANCE STARTING		\$ 1,594,094.00
UNRESTRICTED FUND BALANCE ENDING		\$ 1,384,644.00

ACCOUNT	DESCRIPTION	ADOPTED FY-26 BUDGET	JANUARY 27TH ACTUAL
WASTEWATER			
WASTEWATER UTILITY REVENUE			
70-37-01	SEWER BASE CHARGE	\$ 782,000.00	\$ -
70-37-04	SEWER TAPS	\$ -	\$ -
70-37-05	SEWER RENTAL PROPERTY	\$ -	\$ -
70-37-07	SALES & SERVICE	\$ -	\$ -
70-37-08	PASS THROUGH FUNDS	\$ -	\$ -
70-37-09	INTEREST INCOME	\$ 30,000.00	\$ -
70-37-10	WWTP PAYBACK FUND	\$ -	\$ -
70-37-11	WWTP PAYBACK INTEREST	\$ -	\$ -
70-37-12	RENTS	\$ -	\$ -
70-37-13	GRANT REVENUE	\$ 5,000.00	\$ -
70-37-14	MISCELLANEOUS REVENUE	\$ -	\$ -
	Subgroup : Total Revenue	\$ 817,000.00	\$ -
WASTEWATER			
WASTEWATER UTILITY PERSONNEL SERVICES			
70-51-02	TRUSTEE/ADMIN SALARIES	\$ 48,600.00	\$ 3,438.24
70-51-03	SALARIES & WAGES	\$ 287,000.00	\$ 19,462.15
70-51-04	EMPLOYER FICA	\$ 22,000.00	\$ 1,420.00
70-51-05	EMPLOYER MEDICARE	\$ 5,100.00	\$ 332.10
70-51-06	UNEMPLOYMENT TAX	\$ 700.00	\$ 45.81
70-51-07	INSURANCE BENEFITS	\$ 70,000.00	\$ 4,180.27
70-51-08	RETIREMENT BENEFITS	\$ 17,700.00	\$ 895.67
70-51-09	LIFE/DISABILITY INSURANCE	\$ 850.00	\$ -
70-51-10	WORKMEN'S COMPENSATION	\$ 5,900.00	\$ -
70-51-11	OVERTIME & ON-CALL	\$ 17,300.00	\$ 565.97
	Subgroup : Personnel Services	\$ 475,150.00	\$ 30,340.21
WASTEWATER			
WASTEWATER UTILITY OPERATING EXPENSES			
70-51-14	CHEMICALS	\$ 15,500.00	\$ -
70-51-15	OFFICE SUPPLIES	\$ 1,000.00	\$ -
70-51-16	OPERATING SUPPLIES	\$ 5,000.00	\$ -
70-51-17	POSTAGE	\$ 3,500.00	\$ -
70-51-19	UNIFORMS	\$ 2,000.00	\$ -
70-51-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 65,000.00	\$ -
70-51-21	AUDIT & BUDGET EXPENSE	\$ 11,000.00	\$ -
70-51-22	REPAIRS & MAINTENANCE	\$ 25,000.00	\$ -
70-51-23	VEHICLE EXPENSE	\$ 11,000.00	\$ -
70-51-24	RENTALS	\$ 2,500.00	\$ -
70-51-25	SHOP EXPENSE	\$ 2,500.00	\$ -
70-51-26	TRAVEL, MEETINGS & TRAININGS	\$ 3,000.00	\$ -
70-51-27	INSURANCE & BONDS	\$ 15,500.00	\$ 4,491.81
70-51-28	UTILITIES	\$ 45,000.00	\$ -
70-51-29	TELEPHONE & INTERNET	\$ 3,750.00	\$ -
70-51-30	PUBLISHING ADS	\$ 150.00	\$ -
70-51-31	DUES & SUBSCRIPTIONS	\$ 18,000.00	\$ 40.77

ACCOUNT	DESCRIPTION	ADOPTED FY-26 BUDGET	JANUARY 27TH ACTUAL
WASTEWATER			
WASTEWATER UTILITY OPERATING EXPENSES			
70-51-32	FEES & PERMITS	\$ 3,600.00	\$ -
70-51-33	DATA PROCESSING	\$ 7,500.00	\$ 556.50
70-51-40	MISCELLANEOUS	\$ 5,000.00	\$ -
70-51-41	WRITEOFF - UNCOLLECTABLE	\$ 500.00	\$ -
70-51-42	CONTRACT SERVICES	\$ 5,000.00	\$ -
70-51-43	GAUGING STATION	\$ 5,000.00	\$ -
70-51-44	NORRIS RETIREMENT	\$ 7,500.00	\$ 560.00
70-51-50	DOLA PRINCIPAL & INTEREST	\$ -	\$ -
70-51-51	RURAL DEVELOPMENT PRINCIPAL & INTEREST	\$ 78,000.00	\$ -
70-51-52	WWTP PAYBACK FUND EXPENDITURES	\$ -	\$ -
70-51-53	ISSUANCE COSTS	\$ -	\$ -
70-51-54	DEBT RESERVE	\$ -	\$ -
	Subgroup : Operating Expenses	\$ 341,500.00	\$ 5,649.08
WASTEWATER			
WASTEWATER UTILITY CAPITAL OUTLAY & TRANSFERS			
70-51-70	CAPITAL OUTLAY	\$ 15,000.00	\$ -
70-51-71	PASS THROUGH FUNDS	\$ -	\$ -
70-51-72	ASSET REPLACEMENT RESERVE	\$ -	\$ -
70-51-73	PASS THROUGH OPERATING	\$ -	\$ -
70-51-74	SEWER LINE IMPROVEMENTS	\$ 12,000.00	\$ -
70-51-75	GRANT PROJECTS	\$ 5,000.00	\$ -
70-51-76	BUILDING IMPROVEMENTS	\$ 7,500.00	\$ 504.56
70-51-77	MACHINERY & EQUIPMENT	\$ 22,350.00	\$ 846.89
70-51-99	TRANSFERS	\$ -	\$ -
	Subgroup : Wastewater Capital Outlay & Transfers	\$ 61,850.00	\$ 1,351.45
WASTEWATER			
WASTEWATER UTILITY DEPRECIATION			
70-59-99	DEPRECIATION	\$ -	\$ -
	Subgroup : Wastewater Depreciation	\$ -	\$ -
WASTEWATER FUND			
TOTAL REVENUES		\$ 817,000.00	\$ -
TOTAL EXPENDITURES		\$ (878,500.00)	\$ (37,340.74)
NET INCOME (LOSS) - Wastewater Utility		\$ (61,500.00)	\$ (37,340.74)
UNRESTRICTED FUND BALANCE STARTING		\$ 437,370.00	\$ 437,370.00
UNRESTRICTED FUND BALANCE ENDING		\$ 375,870.00	\$ 400,029.26

ACCOUNT	DESCRIPTION	ADOPTED FY-26 BUDGET	JANUARY 27TH ACTUAL
SANITATION			
SANITATION REVENUE			
80-30-02	TRASH CHARGES	\$ 375,000.00	\$ -
80-30-03	BULK TRASH CHARGE	\$ 3,500.00	\$ -
80-30-04	TIRE PICK UP	\$ -	\$ -
80-30-05	TRANSFER REVENUE	\$ -	\$ -
	Subgroup : Total Revenue	\$ 378,500.00	\$ -
SANITATION			
SANITATION PERSONNEL SERVICES			
80-52-02	CONTRACT/ADMIN SALARIES	\$ 9,400.00	\$ 491.18
80-52-03	SALARIES & WAGES	\$ 143,000.00	\$ 8,757.87
80-52-04	EMPLOYER FICA	\$ 9,500.00	\$ 572.81
80-52-05	EMPLOYER MEDICARE	\$ 2,250.00	\$ 133.97
80-52-06	UNEMPLOYMENT TAX	\$ 350.00	\$ 18.47
80-52-07	INSURANCE BENEFITS	\$ 32,500.00	\$ 1,215.11
80-52-08	RETIREMENT BENEFITS	\$ 7,750.00	\$ 295.70
80-52-09	LIFE/DISABILITY INSURANCE	\$ 450.00	\$ -
80-52-10	WORKMEN'S COMPENSATION	\$ 4,800.00	\$ -
80-52-11	OVERTIME & ON-CALL	\$ 6,500.00	\$ 155.47
	Subgroup : Personnel Services	\$ 216,500.00	\$ 11,640.58
SANITATION			
SANITATION OPERATING EXPENSES			
80-52-15	OFFICE SUPPLIES	\$ 1,000.00	\$ -
80-52-16	OPERATING SUPPLIES	\$ 1,500.00	\$ -
80-52-17	POSTAGE	\$ 2,600.00	\$ -
80-52-19	UNIFORMS	\$ 2,000.00	\$ -
80-52-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 20,000.00	\$ -
80-52-21	AUDIT & BUDGET EXPENSE	\$ 4,800.00	\$ -
80-52-22	REPAIRS & MAINTENANCE	\$ 7,500.00	\$ -
80-52-23	VEHICLE EXPENSE	\$ 20,000.00	\$ -
80-52-24	RENTALS	\$ -	\$ -
80-52-25	SHOP EXPENSE	\$ 3,000.00	\$ -
80-52-26	TRAVEL, MEETINGS & TRAININGS	\$ 3,000.00	\$ -
80-52-27	INSURANCE & BONDS	\$ 11,000.00	\$ 3,862.79
80-52-28	UTILITIES	\$ 2,500.00	\$ -
80-52-29	TELEPHONE & INTERNET	\$ 3,500.00	\$ -
80-52-30	PUBLISHING ADS	\$ 200.00	\$ -
80-52-31	DUES & SUBSCRIPTIONS	\$ 11,500.00	\$ 40.77
80-52-32	FEES & PERMITS	\$ -	\$ -
80-52-33	DATA PROCESSING	\$ 7,500.00	\$ 556.50
80-52-40	MISCELLANEOUS	\$ -	\$ -
80-52-41	WRITEOFF - UNCOLLECTABLE	\$ -	\$ -
80-52-42	LANDFILL FEES	\$ 51,400.00	\$ -
80-52-43	CLEAN UP DAYS	\$ -	\$ -
	Subgroup : Operating Expenses	\$ 153,000.00	\$ 4,460.06

ACCOUNT	DESCRIPTION	ADOPTED FY-26 BUDGET	JANUARY 27TH ACTUAL
SANITATION			
SANITATION CAPITAL OUTLAY & TRANSFERS			
80-52-70	CAPITAL OUTLAY	\$ 50,000.00	\$ -
80-52-71	PASS THROUGH FUNDS	\$ -	\$ -
80-52-75	GRANT PROJECTS	\$ -	\$ -
80-52-76	BUILDING IMPROVEMENTS	\$ 2,500.00	\$ -
80-52-77	MACHINERY & EQUIPMENT	\$ 20,500.00	\$ 846.89
80-52-99	TRANSFERS	\$ -	\$ -
	Subgroup : Sanitation Capital Outlay & Transfers	\$ 73,000.00	\$ 846.89
SANITATION			
SANITATION DEPRECIATION			
80-59-99	DEPRECIATION		
	Subgroup : Sanitation Depreciation	\$ -	\$ -
SANITATION FUND			
TOTAL REVENUES		\$ 378,500.00	\$ -
TOTAL EXPENDITURES		\$ 442,500.00	\$ 16,947.53
NET INCOME (LOSS) - Wastewater Utility		\$ (64,000.00)	\$ (16,947.53)
UNRESTRICTED FUND BALANCE STARTING		\$ 234,560.00	\$ 234,560.00
UNRESTRICTED FUND BALANCE ENDING		\$ 170,560.00	\$ 217,612.47

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

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
TOWN ADMINISTRATOR'S OFFICE						
Personnel Policy and Handbook Updates	The Town recently contracted with New Focus HR to begin the process of updating personnel policies and the employee handbook. Draft is complete and under review by TA&T and Clerk. Once complete, DH's will review, and then presented to Staff for any questions.	Staff Time	7.17.23	10.12.2025	Communications and Records Management; Transparent, Secure and Accurate Financial and Administrative Systems; Organizational Excellence and Staff Development	
Ordinance for Consecutive Systems (Water Companies)/Agreements with Water Companies	At a minimum an agreement with water companies that describes expectations from the town, expectations from the water companies/subdivisions, indemnification, and insurance requirements should be considered to reduce liability to the town. Further discussion with the Water Attorney is necessary. Standardized IGA with Water Companies with clauses for maintenance and increasing bulk water rates for non-compliance/if Water Company chooses to have the town complete maintenance. Town Attorney working on Draft Agreement for Hidden Valley water company. Multiple Water Companies have requested formalized agreements with the Town. Hidden Valley has replied that they do not want to enter into a new agreement with the Town but would rather add a supplement to the agreement with the Town taking on additional responsibilities for meter reading and billing without fixing or repairing their system. Being Considered with Code Revision from Sustainable Futures. Collaborative Approach to Consecutive Systems TBD September - December. Creation of Paonia Water System Coalition, TBD August 2025. With a water attorney on staff, we can now schedule with Consecutive Water Systems for a coalition. First Meeting with Hidden Valley HOA on reasons why we need to be cautious when considering any deactivation as a consecutive system with CDPHE. HVHOA meeting complete, agreement has been drafted and submission to HVHOA is planned shortly.	Staff Time (for actual agreements there will be a fee from attorney review TBD)	7.11.23	11.22.2025	Pristine Infrastructure and Critical Facilities; Communications and Records Management	
Code Re-Write	If funded by DOLA grant, then an RFP will need to be issued to meet the competitive bid requirement. Scheduled a phone call with a separate consulting firm to get a budget figure on price for DOLA grant for 8.28.23, once budget price received, will submit to DOLA for their consideration. Received Council Approval for \$25,000 Match from DOLA Admin Grant on 9.14.23. Submission of Grant on 9.15.23. Resubmitted Grant information to DOLA on 11.22.23. RFQ will be live in 2024 after grant funding is awarded and approved. RFP will be made live on 2.5.24 RFP Consultant selection/decision being made on 4.23.2024. Work has begun on code rewrite, sustainable futures selected as consultant. Special Meeting held on 8/20/2024 for feedback from Trustees on Code Rewrite. Need to ask for extension on the project from DOLA. Consultant is awaiting completion of Comprehensive Plan to finalize code adjustments as of 1.22.2025. The Comprehensive Plan has been submitted to the consultant so that the code rewrite can restart. Updated contract submitted by consultant to the Town with additional public input sessions. consideration of contract to be at the 10.28.2025 meeting - increased expense to approx. \$75k. Met with Consultant and better defined the scope of work - awaiting feedback on the final agreement.	\$38,000	7.11.23	11.22.2025	Transparent, Secure and Accurate Financial and Administrative Systems; Communication and Records Management	
Creation of a Municipal Comprehensive Emergency Management Plan	Town staff have worked closely with a county-wide Hazard Mitigation Plan with Delta County Emergency Management and as approved by FEMA and state regulators. The Town needs a specific emergency management plan to the town for continuity of operations. This will be the winter activity for the Town Administrator after the budget is complete. Will be on list of 2026 projects to accomplish.	Staff Time	1.1.2025	10.12.2025	Organizational Excellence and Staff Development; Communications and Records Management; Safe and Resilient Community	
Sort/Dispose of Box of Outdated Bank Info	Old checks, old accounts were found in the vault that date back decades. The accounts are no longer active and the box needs to be reviewed and destroyed.	Staff Time	2/5/2025	7.18.2025	Communication and Records Management	

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
FINANCE DEPARTMENT						
Add Community Development Module to Caselle	Board of Trustees approved a new module with Caselle for Community Development to track all permits issued by the town. Final step is building forms such as certificate of occupancy, event permits, etc. On the last step for setting this up, permit templates. Ran into Caselle issues but should be resolved now. In process of trying to reschedule when all key staff are available for training. Forms are done, waiting on property conversion. Community Development Module is up and running. Building records are being input into the system. The system records, applications, plan reviews, permits, inspections and certificates of occupancy. The Town has never had a system like this since its inception. Permits are now issued and tracked through the Caselle Community Development Module. Some issues with Caselle notifications of permits and payments connecting to permit numbers but currently being addressed by Caselle and additional Caselle training for staff underway.	≈\$20,000 with recurring annual costs (already paid, implementation is beginning)	7.1.24	10.07.2025	Transparent, Secure and Accurate Financial and Administrative Systems	
Add Purchase Order module with Caselle	With the adoption of a Purchasing Manual in September, the new process will include a three-way match requirement for purchase orders. Current purchase orders are tracked on a spreadsheet, but with the module they'll be tracked in Caselle. Requisitions/Purchase Order package has been purchased and is in initial setup. Module has been adding, working implementing with the new year. First PO being made if process runs smoothly can consider project complete. Purchase order system has been implemented in Caselle. Forms for Purchase Orders had not been fully completed by Caselle. Forms for Purchase Orders had not been fully completed by Caselle, have put in a ticket with Caselle to correct error per their instructions. Caselle closed ticket though we had been discussing, believe they were confused by forms questions regarding another module. Put in a new ticket with Caselle.	≈\$3,000 with recurring annual costs (already paid, implementation is beginning)	8.1.2024	10.08.2025	Transparent, Secure and Accurate Financial and Administrative Systems	
Meter Updates in Caselle	Working with Public Works department to check meter ids, endpoints in Caselle and change as many as possible to radio read. No recent meter changes due to sever cold. Project to resume in spring. Multiple meters, end points and/or encoders have been replaced over the Spring and Summer. PW has used most all of the parts that the Town had in stock and will need to order more to make further progress on this project.	Time and Materials, each meter installation cost is ≈\$1,400	5.27.24	9.19.2025	Pristine Infrastructure and Critical Facilities; Transparent, Secure and Accurate Financial and Administrative Systems	
Documenting Accounting and Utility Processes	Recording processes for water meter read input, utility billing, red tags, disbursement approval, printing checks for approved disbursements and other departmental tasks. Major department duties have been documented. Checking for smaller or new processes that still might need documentation. Payroll and Permits processes identified as needing to be documented as well. Progressing on both of these. Processes are continually updated and recorded for future use of Caselle system and to ensure continuity of operations if turnover were to happen. Documentation has been completed and is being reviewed and edited by TA&T.	Staff Time	7.1.24	11.22.2025	Transparent, Secure and Accurate Financial and Administrative Systems; Communication and Records Management	
Caselle Vendor Record Clean Up	Outdated vendors need to be closed out. Make sure all current and new vendors are set up correctly and have accurate W9 information on file. Handful of vendors updated. Making slow progress around other time sensitive projects.	Staff Time	2.5.2025	4.3.2025	Transparent, Secure and Accurate Financial and Administrative Systems; Communication and Records	

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Caselle Implementation of Accounts Receivable Module	Working with Caselle and Town staff to set up invoices and forms. Training for staff to be scheduled with Caselle after implementation is completed. Town Administrator updated the module with Caselle and it is up and running with permissions set for appropriate staff to utilize the system. Invoices have been sent from this module, there was some errors on the Caselle set up or lack of communication amongst their staff so the delinquent notices and statements still need to be set up. Trying to schedule with needed staff/consultant from the Town and Caselle at this time. TA&T to have final review with Caselle in	\$1,050 with recurring annual costs (already paid, implementation is beginning)	11.26.2024	11.22.2025	Transparent, Secure and Accurate Financial and Administrative Systems	
Website Updates	Work with Clerks Department and Town Administrator to clean up and standardize the Town website. Progress is being made slowly around other more urgent projects. Website tracking sheet is being implinted to help track projects multiple staff are working on.	Staff Time	4.9.2025	10.08.2025	Communication and Records Management	
CLERK'S DEPARTMENT						
New SQL & Access Databases	Databases: Dog Tags (Completed and Live) - Updated to support 2026 Calendar Year. Still awaiting for new server to move to server instead of laptop.	Staff Time	02.28.2026	01.26.2026	Organizational Excellence and Staff Development; Communications and Records Management; Transparent, Secure and Accurate Financial and Administrative Systems	
Create checklists for Clerk Duties	Create checklists, for all permits, licensing, agenda, board meeting, record retention, new hires etc for consistency and thoroughness. Updating as we go concurrent with the training for new Deputy Clerk - Ongoing Collaborative project in Teams with Deputy Clerk; including other Deptments Heads as appropriate.	Staff Time	7.19.23	10.6.2025	Organizational Excellence and Staff Development; Communication and Records Management	
New/Transfer Liquor License Packet	In process	Staff Time	10.10.24	8.22.2025	Organizational Excellence and Staff Development; Communication and Records Management	
Notary Public Certification (Deputy Clerk)	Completed.	Staff Time	11.17.2025	01.26.2026	Organizational Excellence and Staff Development	
Disaster Recovery Plan for Records - to be included in a Municipal Comprehensive Emergency Management Plan		Staff Time	10.10.24		Organizational Excellence and Staff Development; Communication and Records Management, Safe and Resilient Community	
Laserfiche implementation	Clerk and Deputy Clerk had a troubleshooting session around security, permissions and retention programming. Continuing to upload documents and schedule Professional Service time with specialists to set up workflows. Still waiting to schedule training but Clerk's Office has begun uploading documents, setting up retention schedules and familiarizing themselves with the system. Several staff members are actively working in Laserfiche and files and retention schedules are being set up as needed. All digitized Human Resources files have been moved to Laserfiche.	\$11,257.50 first year with \$7757.50 annual from 2026 on	10.11.24	10.06.2025	Organizational Excellence and Staff Development; Communication and Records Management; Transparent, Secure and Accurate Financial and Administrative Systems	
Registered Parliamentarian Ceritification	Still working through	Membership dues of around \$100.00	1/31/2025	10.07.2025	Organizational Excellence and Staff Development; Communication and Records Management	
Personnel File Audits and Uploads	Company property input into ADP, slowly digitising and organizing in ADP		4.3.2025	10.06.2025	Organizational Excellence and Staff Development; Pristine Infrastructure and Critical Facilities, Safe and Resilient Communities	
Update Personnel Manual	Completed first review of Draft Personnel Manual		7.29.2025	10.20.2025	Organizational Excellence and Staff Development	

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
PUBLIC WORKS						
ADA Transition Plan	ADA report from MHAC inspection of Town Facilities is complete. PW Supervisor, Matt Taylor has begun fixing the low or no costs items. A larger discussion will be needed to acquire grant funding to update facilities to ADA compliance. Received a draft of transition plan, survey is effective as of now and will run until November. Trainings scheduled with Consultant for first week of December. Training (except Airport) is complete	≈\$30,000	8.1.23	1/6/2026	Organizational Excellence and Staff Development; Pristine Infrastructure and Critical Facilities	
Mays water availability.	Conveyance agreement with Bone Mesa for raw water coming off of Gelwick through the Town's pipe to the splitter box at Mays ON HOLD TILL FURTHER NOTICE	Staff Time (any rehabilitation will incur a cost TBD)		7.17.2024	Pristine Infrastructure and Critical Facilities;	
Construction standard update	Standards have been reviewed by Public Works. Waiting on final draft from Respec - to add some changes before representing to BoT and an ordinance is drafted. Ordinance will amend construction standards in November and a Resolution will be passed in December with the new standards in place. Have another email in to Respec requesting an update on the Standards	NTE \$21,600	2/2/2024	1/6/2026	Pristine Infrastructure and Critical Facilities;	
Finish NorthWest corner of skatepark.	Looking at options to finish the unfinished portion of the skatepark. ON HOLD UNTIL FURTHER NOTICE - Agreements with North Fork Rec need drafted and new budget season before resources are directed to the skate park. No current agreement with NFPPRD on the skate park now that substantial improvements have been made. BoT to decide whether or not this is something that they want to continue outsourcing or to bring back inhouse (if inhouse, then no agreement necessary) - TA&T preferred inhouse. Administrator working on agreement with the Rec District to confirm official responsibility of skate park	Staff Time (any construction will incur a cost TBD)		1/6/2026	Pristine Infrastructure and Critical Facilities;	
Equipment and contract bids	Public works is currently seeking quotes for pavement milling (Samuel Wade Bridge contracted), asphalt rollers. PW is reaching out to Engineers to get a scope of work on bridge repairs as of 1.1.2025- Bridge grants are available and have been sent to Mary B. Grant is currently being worked on for major bridge repairs - pillars are also in need of rehabilitation. Grant application is in and we are waiting on response	≈\$500,000		1/6/2026	Pristine Infrastructure and Critical Facilities;	
Roof repair - Town Hall	Randy with Quality Cool Roofing Solutions inspected the job on 7/29/24. Elite Commercial Roofing will inspect the job on 8/2/24. Innovative Roofing was contacted as well with no response. Elite is the only contractor that sent a quote. It will be discussed in the 8/27/24 public meeting. Repair was put on hold until spring/summer 2025. On improvement list for FY-2026. PW Supervisor has contractors coming to give new estimates for 2026	≈\$60,000	7.29.24	1/6/2026	Pristine Infrastructure and Critical Facilities;	
WATER DEPARTMENT						

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Working on lead service line inventory	Inventory was incorrect. PW had to start almost all the way over. Fliers and door knocking to get information on people service lines. Jordan is working closely with WSP to get all addresses responses to the State	Staff Time	11/6/2023	1/6/2026	Pristine Infrastructure and Critical Facilities;	
Meter Audit	21 meter audits have been performed in 2025	Staff Time (replacements of meters TBD but ~\$1,400/meter)	11.2023	1/6/2026	Pristine Infrastructure and Critical Facilities;	
WASTEWATER DEPARTMENT						
Utility Fee Study	Water and Sewer Rates need to be reviewed. 20-year cash flow analysis for water and upcoming restrictions on NPDES permit for wastewater necessitate increases in the rates for utilities. Proposed Rate increases on the Board agenda for December 12, 2023. RESPEC has been given a task order to complete a PNA for future funding in regards to the wastewater system, as part of the PNA a 20-year cash flow analysis will be completed which includes a utility fee study to cover the cost of debt financing repairs and improvements to the waste water collections and treatment systems. Put on hold until FY-2026 Budget is submitted.	~\$15,000 (\$10,000 grant funding secured)	7.14.23	10.12.2025	Transparent, secure and accurate financial and Administrative Systems	
POLICE DEPARTMENT						
Compiling possible municipal code additions, subtractions, and combinations to address shortfalls in current muni code	Additions and updated ordinances have been submitted for code rewrite.	Staff Time	5/1/2023	10/1/2025	Organizational Excellence and Staff Development; Communication and Records Management	In Progress
Reactivation of Bicycle Patrol Unit	Equipment is being evaluated priced. Policies are being sourced for review, Officer participation is being gauged	Donated/Repurposed Eqpt/ <\$500	8/1/2024	10/1/2025	Safe and Resilient Community	In Progress
Fan noise emanating from an exhaust fan at Paonia Care and Rehab	Sound readings are being taken with possible solutions being investigated and community members engaged.	Staff Time	8/1/2025	10/1/2025	safe and resilient community	In Progress
Verkada Security Cameras	Install date has been set as October 22/23	\$52,000	11/1/2022	10/1/2025	Safe and Resilient Community	In Progress
Patrol Car Lettering	All newer patrol cars have been lettered and updated. Only the one remaining Chevy patrol vehicle is in need of decals. Awaiting decal supplier on site quote.	<\$1000	7/30/2024	10/1/2025	Organizational Excellence and Staff Development -	In Progress
ESS Security Training	Department Staff are continuing to take the ESS trainings and work towards the 630 Point minimum point threshold	Staff Time	5/1/2023	10/1/2025	Safe and Resilient Community	Continuous
Implementation of Spillman FLEX	Waiting on arrival of laptops to install software and begin training/onboarding	\$25,121.24	3/1/2023	10/1/2025	Communications and Records management; Safe and Resilient Community	In Progress
Red Dot Sights for Service Weapons	Red dot sights have been delivered. Sights are being mounted on service weapons and training will be the next phase.	\$4,203.54	7/1/2024	10/1/2025	Safe and Resilient Community	In Progress
CDOT Revitalizing Main Streets Grant, "Safe Pathways for Paonia," 3-Points InX Grant, 4th & 5th						

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Construction Timeline	An RFP must be updated for Federal requirements after receiving the RAISE Grant for \$1.88MM. Once completed, the project will go out to bid the Fall/Winter with construction scheduled to begin in Spring 2026. CM RFQ going out the week of 10.14.2025	≈\$2,900,000	7.17.23	10.12.2025	Pristine Infrastructure and Critical Facilities; Safe and Resilient Community	
Temporary Construction Easements	Temporary Construction Easements have been secured. There is one hold out that we will continue to attempt to get signed so that we can give the property owner a concrete driveway apron. Completed all easements have been received and cleared by CDOT. Task complete- will delete next meeting	Included in Construction Cost	1.1.2025	January 06, 2026	Pristine Infrastructure and Critical Facilities; Safe and Resilient Community	7.31.2025
Funding	The Town received Safe Routes to School funding (\$872,825.00) and Revitalizing Main Streets funding (\$1,010,592.00) for a total CDOT grand award of \$1,883,417.00. The Town also received a federal BUILD (RAISE) Grant for the project for \$1,884,901.00. This brings the total grant funding for 5th and Grand Avenue to \$3,768,318 with a required Town match of \$30,182.00	Engineers Opinion of Cost: \$2,925,675.00	7.18.2025	7.18.2025	Pristine Infrastructure and Critical Facilities; Safe and Resilient Community	
Hydrogeological Study						
Wrightwater Engineering / Hydrogeological	Wrightwater initial site visit to the springs. Spent 3 days on the mountain gathering data. Brush Clearing is set for this Spring. WWT gave a presentation to the Board about the spring boxes and how we plan to gather more raw water. Study will be conducted Spring 2025. WWT engineering to continue the project with the loss of lead hydrogeologist. Underground work to begin the week of 7/21/2025. Amendment to MSA on Board agenda for 7.22.2025 for additional scope of work. Study to be received by 10.22.2025 and presented at the 10.28.2025 meeting. This will inform RFQ 2025-06 for WaterSMART. Project complete- will delete next meeting	\$197,974	7.20.23	1/6/2026	Pristine Infrastructure and Critical Facilities;	
Grant for \$25,000 Colorado River Water Conservation District Grant	Contract, COI and W-9 sent and received, have received reimbursements	Staff Time	7.20.23	1.24.2025	Pristine Infrastructure and Critical Facilities;	
Grant from Roundtable	\$25,000 awarded to Paonia for completing the Hydrogeological Study	Staff Time	7.20.23	1.24.2025	Pristine Infrastructure and Critical Facilities;	
CWCB Grant	Awarded \$147,973 towards the Hydrogeological Study. DNR grant resubmitted for reimbursement, hope to receive final draw after completion of the study.	Staff Time	7.20.23	10.12.2025	Pristine Infrastructure and Critical Facilities;	
HOUSING NEEDS ASSESSMENT						
DOLA Grant filed for SB24-174 Updates	The HNA and HAP were completed and all funding has been reimbursed for the project, there was an amount that needed to be de-obligated. After DOLA reviewed the plan for consistency with state statutes, a new law, SB24-174 needed to be included in the HNA and HAP, the Town has filed a new grant request to help complete this requirement. Awards will be decided by 11/2025. The Town asked DOLA if we could use the same consultant in the grant application, we'll most likely keep with UrbanRural Continuum. Approved for funding to meet statutory deadline. Need to publish REO	\$25,000 (reimbursement)	7.1.23	10.12.2025	Organizational Excellence and Staff Development; Communication and Records Management; Safe and Resilient Community	
PHASE I - WATER IMPROVEMENTS						

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Proposed Alignment	Meeting held on 7.24.23 regarding Existing water line alignment & GIS Data Accuracy. Proposed alignment options to consider, avoid easements by placing the water line is road R/Ws. AC line feeding old water plant, Evaluate PRV needs. Main Line improvements are being realigned so that they follow existing rights of way along roadways in areas that they are possible to be relocated. Waiting on final draft with Trustee Hunters suggestions fixed	≈\$6,000,000.00	7.24.23	3/17/2025	Pristine Infrastructure and Critical Facilities;	
Easement Acquisition	May need to plan for two lines, potable and raw water, Town representative to negotiate easements (Town Administrator) once they're located. Land acquisition amounts have changed and are being finalized, if necessary at all. Nicki called County Clerk. No records of official easements. Surveyor and Engineering are working on getting the paperwork established. Easement paperwork delivered to the Town on 7.15.2025. Town will schedule a meeting with all affected property owners, host an open house on the project with the engineers and get easements signed. Spoke with engineers 1-5-26 they said paperwork would be ready for staff review at the end of the day. PW will review this week and hopefully hand out to homeowners	Included in cost associated with proposed alignment	8.1.23	1/6/2026	Pristine Infrastructure and Critical Facilities; Communication and Records Management	
File for EIAF Tier II Grant	On 7.27.23, a grant application was filed for EIAF Tier II with project number 09721. DOLA Staff accepted the application for consideration on 8.3.23. Town was awarded \$965,000 for Tank Relining.	\$965,000 (reimbursement)	7.27.23	7.18.2025	Pristine Infrastructure and Critical Facilities;	
SRF Loan Application	SRF Loan Application is being considered for FY - 2024 and is budgeted for approximately \$11MM, Application is complete and awaiting a hearing by the authority to decide whether or not the Town will be awarded funding. Project is fully funded, \$3,000,000 grant; approx. \$6.4MM in low interest loans	Staff Time	3.1.23	7.18.2025	Pristine Infrastructure and Critical Facilities;	

North Fork and Smith Fork of the Gunnison, Wildfire Ready Action Plan



Midpoint Updates

Wildfire Ready Action Plan - WRAP

MISSION

The CWCB will assess the susceptibility of Colorado's water resources, communities and critical infrastructure to post-wildfire impacts and advance a framework for communities to plan and implement mitigation strategies to minimize these impacts – before wildfires occur.

Legislative directive from SB21-240

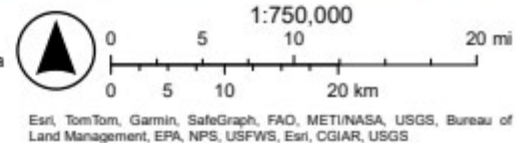


North Fork & Smith Fork WRAP - Watershed Boundary Map



8/28/2024

- ◆ USGS Stream Gauges
- National Inventory of Dams in Study Area
- BLM Natl Fire Perimeters
- HUC 8 Study Area - North Fork Gunnison
- HUC 10 Study Area - Smith Fork-Gunnison River
- HUC 12 Study Area - Dry Creek-Currant Creek
- All HUC 12s in Study Area
- Colorado Municipalities
- World Hillshade



North and Smith Fork of Gunnison River WRAP

Task 3 - Data Collection – Foundational Datasets

VAR Datasets - Public

Bureau of Land Management (BLM)
Colorado Department of Transportation (CDOT)
Colorado Decision Support System (CDSS)
Colorado Parks and Wildlife (CPW)
Department of Natural Resources
US Fish and Wildlife Service
Homeland Infrastructure Foundation Level Data (HIFLD)
Delta County and Gunnison County
Colorado Forest Restoration Institute (CFRI)
Energy and Carbon Management Commission (ECMC)

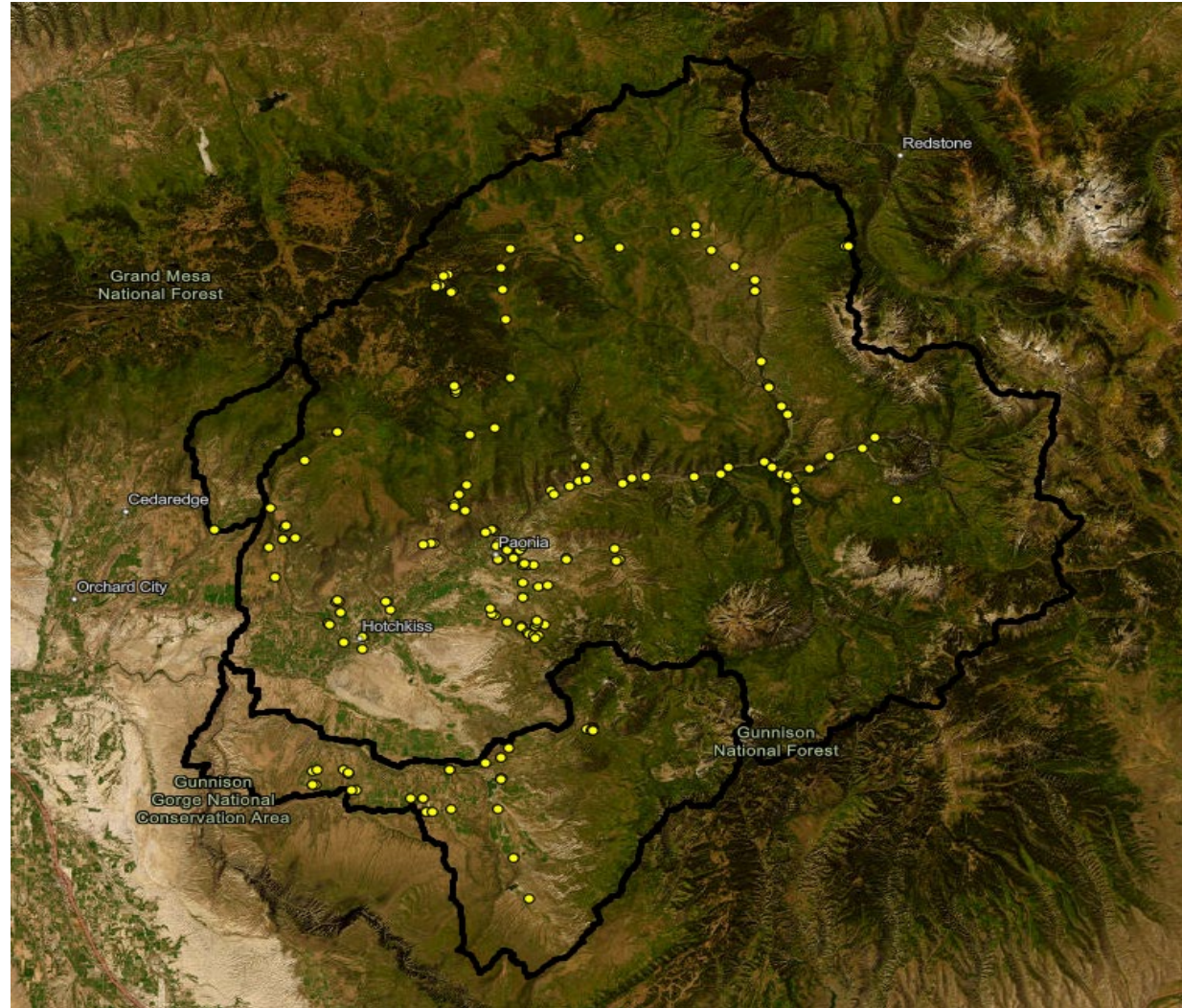
VAR Datasets - Private

Overland Ditch and Reservoir Company
Pitkin Mesa Pipeline Company
Sunshine Mesa Domestic Water Company
Terror Ditch and Reservoir Company
Bone Mesa Domestic Water Company
Fire Mountain Canal and Reservoir Co.
Minnesota Ditch and Reservoir Company
Town of Paonia
Town of Somerset
Town of Hotchkiss
Town of Crawford

North and Smith Fork of Gunnison River WRAP

Task 3 - Data Collection

- Watershed Assessments were completed at 179 locations in October 2025
 - Streams Conditions
 - Forest Type and Land Cover
 - Debris Flow
 - Erosion/Sedimentation



North and Smith Fork of Gunnison River WRAP

Task 4 - Post-Fire Hazard Analysis

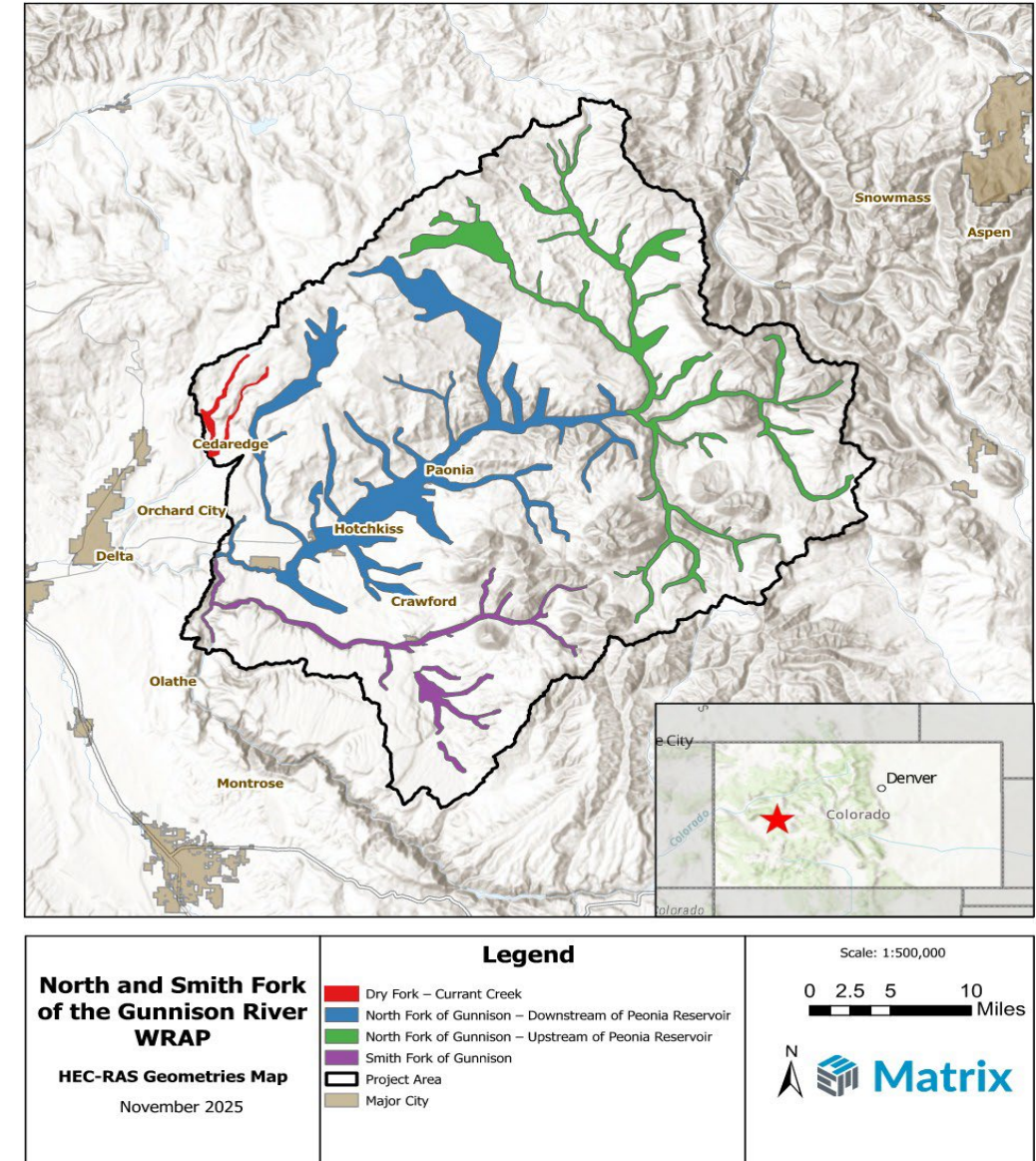
- Hydrology
- Hydraulics
- Debris Flow
- Fluvial Hazard Zones (FHZ)
- Gully Erosion



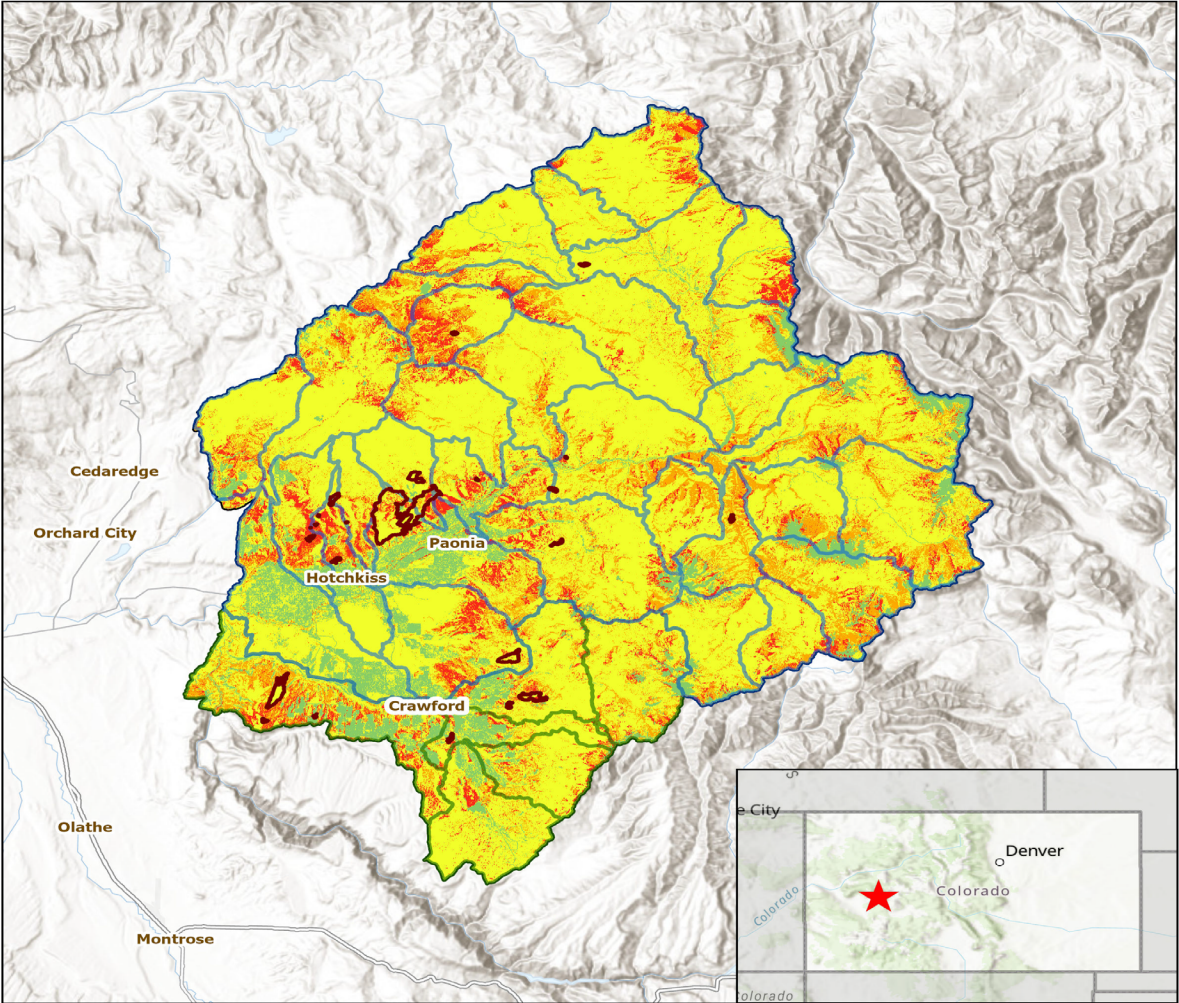
North Fork & Smith Fork WRAP - Midpoint Check-In

Task 4 – Hydrology – Pre-and Post-Fire Modeling

- United States Army Corps of Engineer's (USACE) HEC-HMS Software
- NOAA Atlas 14 Precipitation Frequency Estimates - 24-hour design storm
- 2-, 5-, 10-, 25-, 50-, and 100-year Storm intervals



Task 4 – Fire Burn Severity Model



North and Smith Fork of the Gunnison River WRAP

Fire Severity Map

December 2025

Legend

North Fork HUC-12 Boundaries

Smith Fork HUC-12 Boundaries

Merged_StudyArea

Historical Fire Perimeters

Burn Severity

Unburned

Low

Moderate

High

Scale: 1:500,000

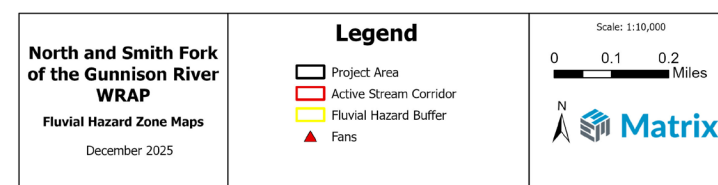
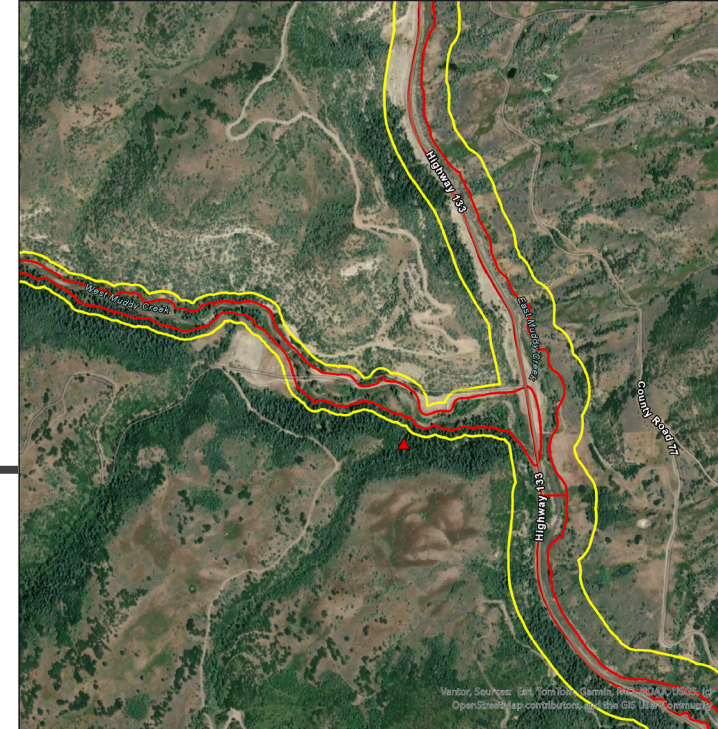
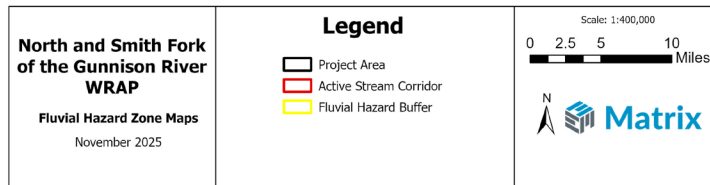
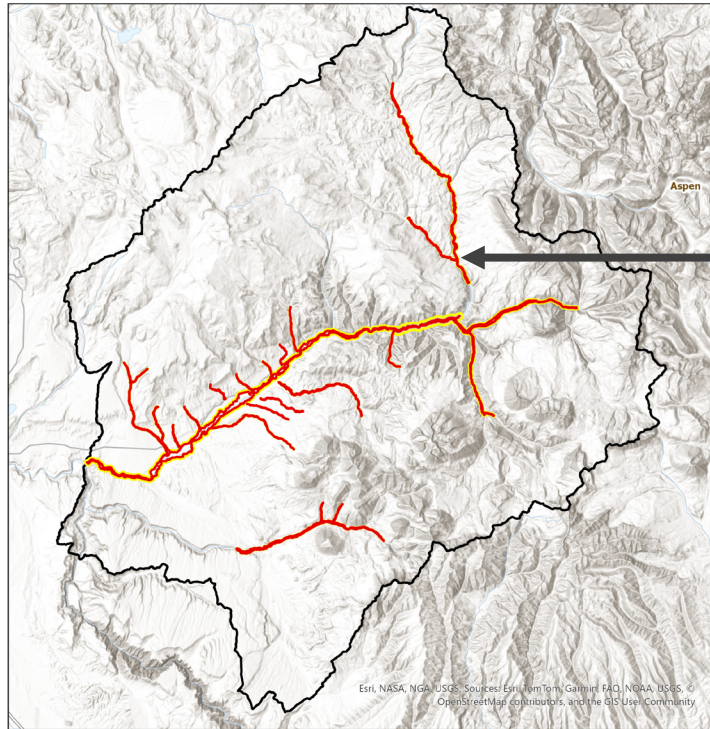
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 **Matrix**

North Fork & Smith Fork WRAP - Midpoint Check-In

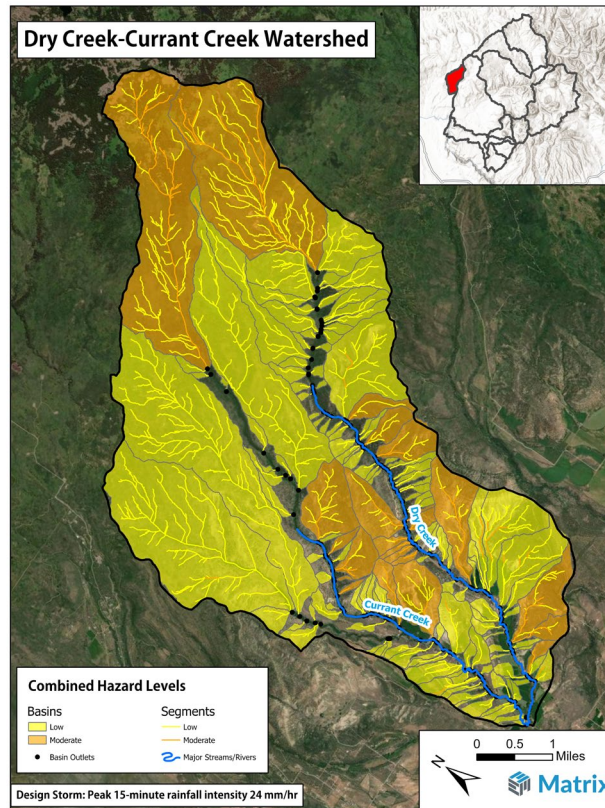
Task 4 – Fluvial Hazard Zones (FHZ)



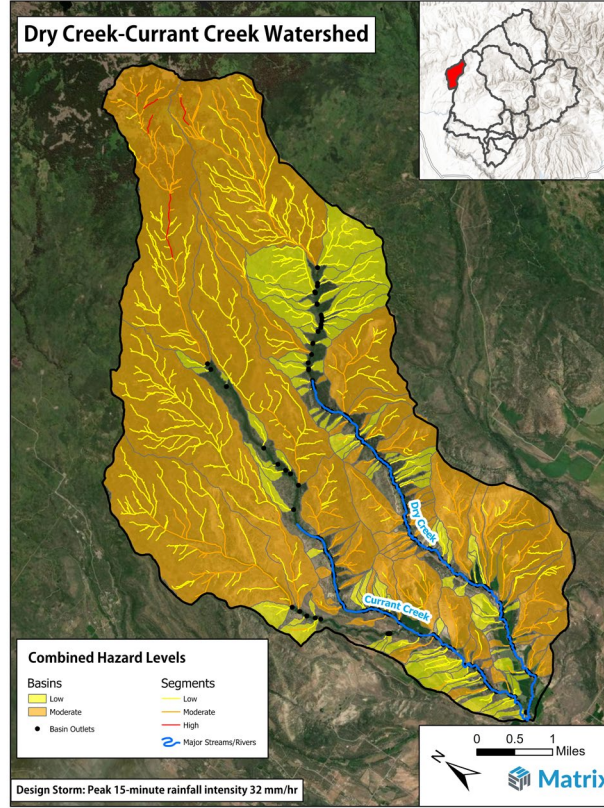
North Fork & Smith Fork WRAP - Midpoint Check-In

Task 4 – Debris Flow – Dry Curreant Creek

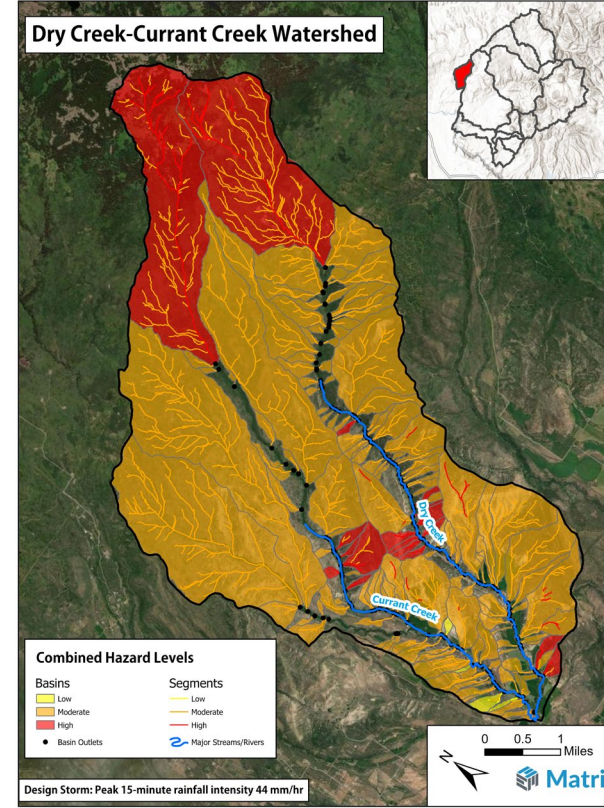
1 inch/hr



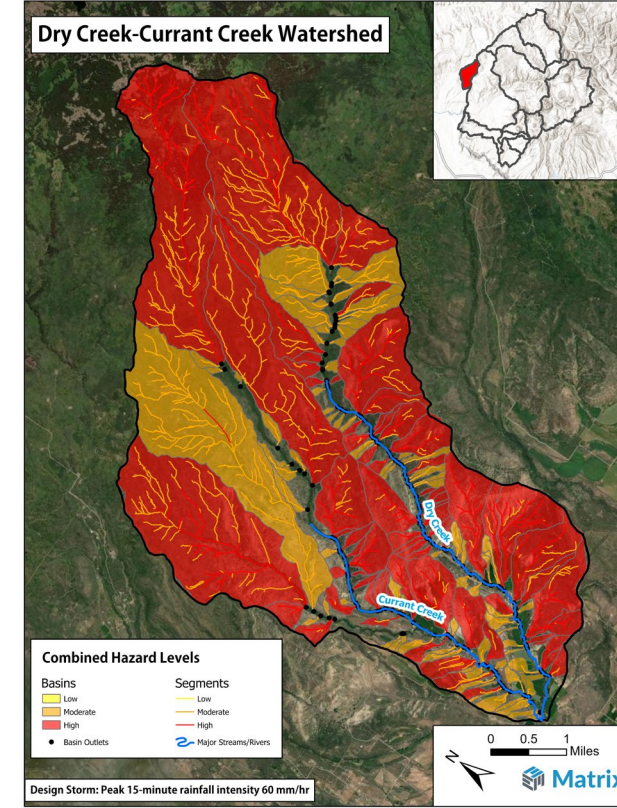
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1.5 inches/hr



2.5 inches/hr



North and Smith Fork of Gunnison River WRAP

Task 5 - Susceptibility Analysis

Values at Risks (VARs)

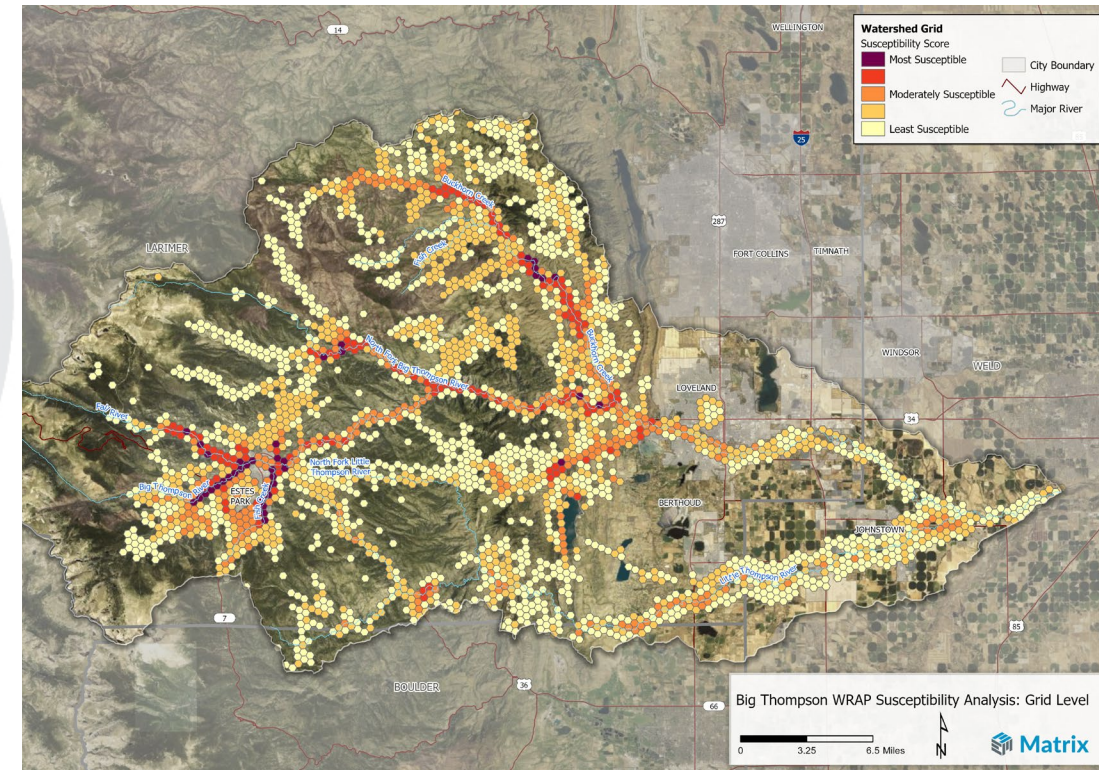
- Water/Wastewater Infrastructure
- Public Infrastructure
- Forest & Ecosystem Health
- Life & Property

Post-Fire Hazards

- Increased Runoff
- Floodings
- Debris Flow
- Fluvial Hazard Zones
- Hillslope/Gully Erosion

Susceptibility Analysis

- Relative Risk at HUC-12 Level
- VARs at Risk of Post-Fire Hazards



Task 6 – Pre-Disaster Planning and Mitigation Activities

Project Types

Prescribed
Fire

Warning
Systems

Infrastructure
Upgrades

Mulching, Seeding,
Hillslope Control

Ecological Enhancements

Fluvial Opportunity Zones

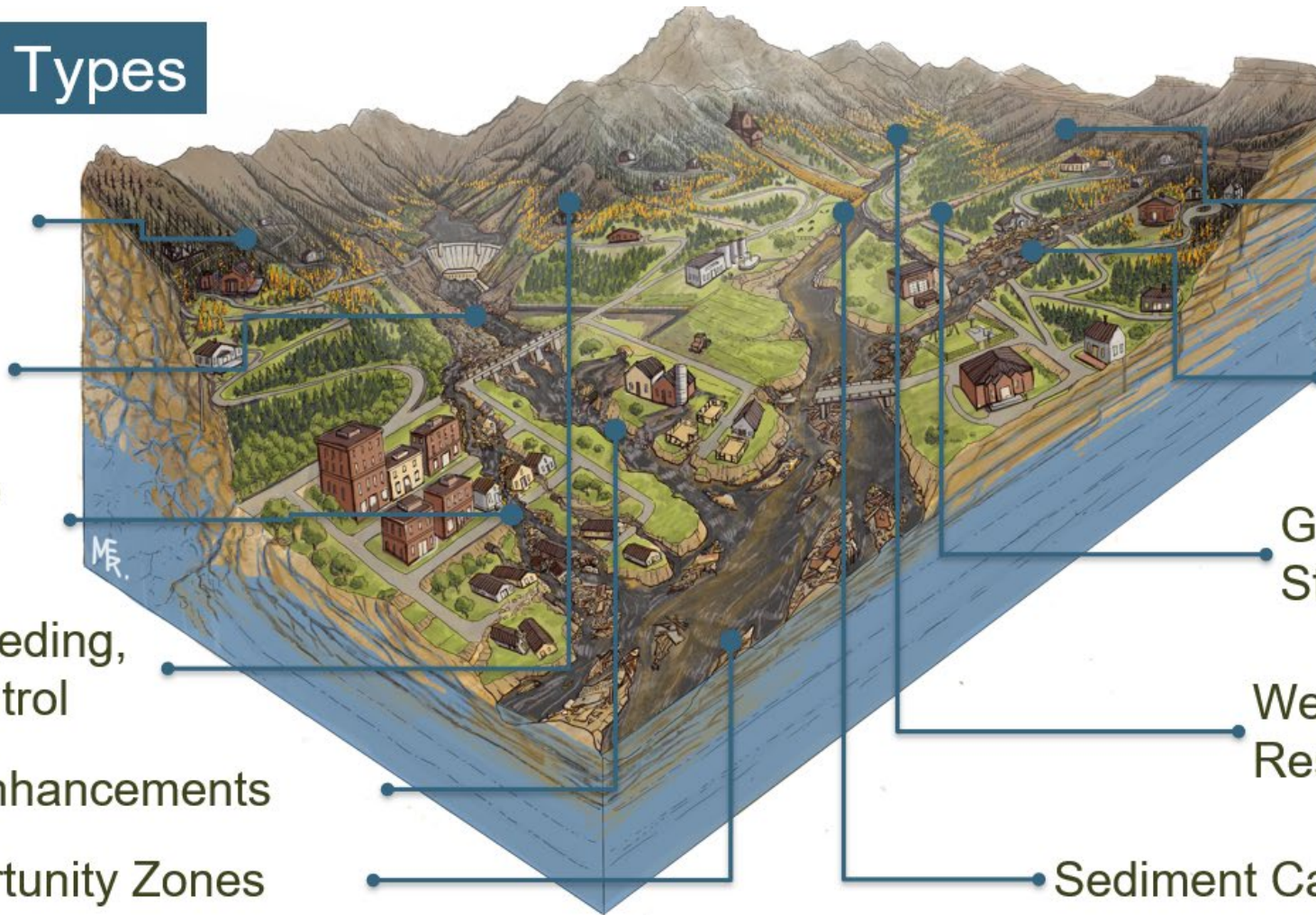
Forest
Thinning

Flood
Protection

Gully
Stabilization

Wet Meadow
Restoration

Sediment Catchment



North and Smith Fork of Gunnison River WRAP

Upcoming Deliverables Timeline



- CWCB Midpoint review – December 2025
- Task 5 Susceptibility Workshop – Tentatively February 2026
- Task 6 Deliverables – Tentatively Planned April 2026



Questions?

North Fork and Smith Fork Wildfire Ready Action Plan

LOCAL POST-FIRE SUSCEPTIBILITY & MITIGATION

Jake Hartter, WSCC
Jake@theconservationcenter.org

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF PAONIA
AND WRIGHT WATER ENGINEERS, INC.**

1.0 PARTIES

This Professional Services Agreement (this "Agreement") is made and entered into this 28th day of January, 2026 (the "Effective Date"), by and between the **Town of Paonia**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **Wright Water Engineers, Inc.**, a Colorado corporation, hereinafter referred to as the "ENGINEER".

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the ENGINEER for the purpose of the services as further set forth in the ENGINEER's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The ENGINEER represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The ENGINEER agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall control. The ENGINEER shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The ENGINEER acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other ENGINEERS to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the ENGINEER for Services under this agreement a total not to exceed \$511,876.00. The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the ENGINEER's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside ENGINEER fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 1.1 The ENGINEER shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The ENGINEER shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF PAONIA
AND CONSOR NORTH AMERICA, INC**

1.0 PARTIES

This Professional Services Agreement (this "Agreement") is made and entered into this 28th day of January, 2026 (the "Effective Date"), by and between the Town of Paonia, a Colorado municipal corporation, hereinafter referred to as the "Town", and Consor North America, Inc., a Colorado Corporation, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other

information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Nichole Poulos, Public Works Director, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- 5.2 The Contractor designates Jenny Godwin, AICP as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to May 31, 2027, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on January 28, 2026, and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Paonia, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Paonia, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED TWENTY-FOUR THOUSAND DOLLARS (\$424,000) per person in any one occurrence and ONE MILLION ONE HUNDRED NINETY-FIVE THOUSAND DOLLARS (\$1,195,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Paonia under this contract.
- 7.1.4 Professional Liability coverage with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act,

§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage to third parties, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend except for claims of professional negligence, against any such liability, claims, and demands,. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town. The extent of the Contractor's obligation to defend, indemnify, or hold harmless the Town shall be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Town and the Contractor; however, the Contractor's duty to investigate and respond to the Town regarding any claims or demands shall immediately arise upon the receipt by the Town or Contractor of any claims or demands.

9.0 QUALITY OF WORK

Contractor shall exercise in its performance of the Services hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the Town, and that:

- 10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.**
- 10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN.**

- 10.3. Contractor does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town; and
- 10.4. Town does not establish a quality standard for the Contractor, except that Town can provide plans and specifications regarding the work but does not oversee the actual work or instruct the Contractor as to how the work will be performed; and
- 10.5. Town cannot terminate the ordered services during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of this Agreement; and
- 10.6. Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established under this Agreement; and
- 10.7. Town will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and
- 10.8. Town will not pay the Contractor personally but rather makes checks payable to the trade or business name of the Contractor; and
- 10.9. Neither Contractor, nor its employees or contractors, will receive benefits of any kind from the Town, and Contractor will not receive unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity, and that the Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to the contract relationship created by this Agreement; and
- 10.10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the Town; and
- 10.11. All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and
- 10.12. Contractor will not combine its business operations in any way with the Town's business operations and each party shall maintain their operations as separate and distinct; and
- 10.13. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and
- 10.14. Contractor represents and acknowledges that the Services performed under this Agreement will be done using Contractor 's own tools, except when the Town requires use of the Town's supplies or equipment, and at hours and times as determined by Contractor.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Delta County or the federal district court for the District of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Delta County and the federal district court for the District of Colorado over it. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local

laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 UNAUTHORIZED WORKERS

The Contractor certifies that the Contractor shall comply with the provisions of Section 8-17.5-101 *et seq.*, C.R.S. The Contractor shall not knowingly employ or contract with an unauthorized worker to perform work under this Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an unauthorized worker. The Contractor represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an unauthorized worker, the Contractor shall: (i) notify the subcontractor and the Town within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an unauthorized worker; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the unauthorized worker, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. The Contractor shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the Town may terminate this Agreement for breach, and the Contractor shall be liable for actual and consequential damages to the Town. If the Contractor participates in the Department Program, the Contractor shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the Town. The Contractor, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that the Developer (i) is a citizen of the United States or legal permanent resident or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of Section 24-76.5-101 *et seq.*, C.R.S., and (iii) shall produce one of the forms of identification required by Section 24-76.5-103, C.R.S., prior to the performance of any of its other obligations hereunder.

20.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by electronic mail or facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Paonia
Attn: Public Works Director

214 Grand Avenue
P.O. Box 460
Paonia, CO 81428
Office: 970-527-4101
Fax: 970-527-4102
Email: NickiP@townofpaonia.com CC: StefenW@townofpaonia.com

If to the Contractor:

Conсор North America, Inc
Attn: Jenny Godwin, AICP
1675 Larimer Street, Suite 400
Denver, CO 80202
Office: 720-420-4421
Email: jenny.godwin@consoreng.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

21.0 EQUAL OPPORTUNITY EMPLOYER

- 21.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, sexual orientation, gender identity, pregnancy, color, religion, national origin, disability, genetic information, veteran status, or any other applicable status protected by federal, state, or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 21.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

22.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

23.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the Town for approval. The Town will not work directly with subcontractors.

24.0 AUTHORITY TO BIND

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

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

TOWN OF PAONIA
a Colorado Municipal Corporation

By: _____
Paige Smith, Mayor

Attest: _____
Samira M Vetter, Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

EXHIBIT A

SCOPE OF WORK SAFE STREETS FOR ALL CONTRACTOR TOWN OF PAONIA, COLORADO

Introduction

This Scope of Services has been separated into five tasks for clarity and is described in detail below.

Scope of Services

The Consor Team will perform the following services.

Task 0 - Project Management

Activities

0.1 Ongoing Project Management & Quality Control

Consor will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice.

Consor will develop a Project Management Plan (PMP) to be regularly updated and include a project schedule and quality plan, defined by Consor's Quality Management Procedures Manual.

0.2 Project Meetings

Project Management Team (PMT) meetings will be held monthly, with the option to adjust the frequency, as needed. Consor will prepare agendas in preparation for each meeting and record notes and action items after each meeting.

Task Deliverables

- Consor shall deliver to the Town of Paonia:
 - Kick-off meeting agenda, meeting notes, and handouts.
 - Project Management Plan (PMP), to be regularly updated throughout the project duration.
 - Monthly PMT meetings materials, including agendas, meeting notes summarizing action items, and any relevant handouts to be distributed.
 - Monthly invoices, including progress reports.

Assumptions

- Consor assumes a Notice to Proceed date by February 2026.
- Consor assumes up to fifteen (15) one-hour PMT meetings with agreed-upon regional representatives.
- Project duration will be 16 months, therefore it is assumed that there will be up to 16 progress payments/status reports.

Task 1 – Planning and Data Collection

Activities

1.1 Project Initiation

Consor will facilitate a project kick-off meeting with Town of Paonia (Town) staff/elected officials and key stakeholders. The goal of the kick-off meeting will be to establish and agree on communication protocols, roles, and responsibilities, and gather values-driven input to identify community goals, priorities, and core outcomes the team would like to see emerge from this project. Consor will come prepared with a draft PMP, including a proposed project schedule, work plan, data request, and proposed roles and responsibilities.

1.2 Data Collection

At project kick-off, Consor will compile a formal data request to submit to the Town. The Consor Team will work with the Town to identify GIS databases of contextual and roadway data for the purpose of identifying potential risk factors. For information not readily available, the Consor Team will conduct fieldwork, including developing ArcGIS desktop maps using RealMap and Google StreetView data, and then conducting quality control (QC) review to update the maps in tandem with field work using Trimble GPS.

Consor will complete a formal review of relevant previously completed plans and studies (with a focus on safety-related outcomes), both those completed by the Town of Paonia and partner agencies, to note how these existing plans may influence the CSAP. These plans include, but are not limited to:

- Town of Paonia ADA Self-Evaluation & Transition Plan (2025/2026 – forthcoming)
- Town of Paonia Comprehensive Plan (2025)
- Gunnison Valley 2050 Regional Transportation Plan (Draft – 2025)
- Town of Paonia Master Plan (2023)
- Paonia in Motion: Parks, Recreation & Trails Master Plan (2022)
- Town of Paonia Highway 133 Corridor Master Plan (2010)

1.3 Analysis

Building upon the existing conditions knowledge base, Consor will map these findings for subsequent analysis tasks and to target safety conditions near high-priority destinations, such as schools, parks, and businesses, developing tailored recommendations, as appropriate.

1.3.1 Crash Analysis and High Injury Network (HIN)

The crash analysis will include a thorough graphic and tabular summary of factors such as injury severity, crash type, transportation modes involved, time of day, road and weather conditions, and age of at-fault travelers. A hotspot/heat map modal analysis will be completed to identify areas of concern for pedestrians and bicyclists.

The cleaned dataset will inform the development of a High Injury Network (HIN). The HIN identifies the most dangerous roadways within the Town, where the majority of injury and fatal roadway crashes are currently occurring. Depending on the makeup of crash location patterns in the Town, the HIN may also include High Injury Intersections, in addition to roadway segments.

1.3.2 Systemic Safety Analysis

Conсор will build on the crash analysis to identify common crash types and develop potential solutions and strategies to apply systemically at locations that have similar crash risk factors. This will be context-specific, to include an assessment of safety concerns present near critical destinations such as schools, parks, businesses, and other community destinations, noting areas of high demand and where multimodal gaps exist. Conсор will identify both the location-based systemic recommendations and the non-location-based systemic recommendations, such as policy changes, enforcement strategies, and others, for prioritization within the CSAP itself.

1.3.3 High Risk Locations Map

Conсор will develop a High Risk Network (HRN) by identifying roadway risk factors flagged as trends in minor injury, severe injury, and fatal crashes. Other factors, such as activity generators and land use, may also be included in this analysis.

Task Deliverables

- Conсор shall deliver to the Town of Paonia:
 - Data needs request to Town of Paonia.
 - Technical memorandum summarizing the crash cleaning process.
 - Technical memorandum summarizing the methodology and results of the crash analysis and risk factor identification.
 - Technical memorandum summarizing the systemic safety analysis.
 - Spreadsheets and ArcGIS map layers that were created as part of the analysis.
 - High Injury Network map and High Risk Network map.

Assumptions

- Conсор assumes they will acquire the most recent ten (10) years of available crash data from CDOT.
- Conсор will work with Delta County PD/Town of Paonia PD to cross-check CDOT crash data and incorporate more recent crash information, where possible.

Task 2 – Community and Stakeholder Engagement

Activities

2.1 Public Involvement Plan

The Consor Team will develop an engagement plan detailing channels, venues, and materials tailored to Paonia and Delta County. Community engagement will be held in two phases. Subtasks related to each are highlighted below. During each phase, the Consor Team will interface with community members directly through a series of outreach opportunities that will be highly engaging and geared towards shaping a CSAP that reflects local values.

2.2 Engagement Activities

2.2.1 Intercept Events

During the first phase, the Consor Team will host a series of intercept events at local festivals that are popular among a wide cross-section of the community to hear as many perspectives as possible, such as Arbol Farmers Market (Paonia Town Park), Cherry Days, Mountain Harvest Festival, Final Friday Frolics, schools, and Paonia Library. The intercept events will focus on providing background on the project and asking targeted questions that align with the proposed Social Pinpoint input for those who are unable to complete it or do not have access to the digital survey.

The Consor Team will also consider opportunities to promote the Paonia CSAP effort through partner initiatives, such as the Delta County Ambulance District CSAP, to provide coordination, recommendations alignment, and acknowledgement.

2.2.2 Social Pinpoint Input Map

The Consor Team will develop a survey/crowd sourcing map using Social Pinpoint during the first phase of community engagement. This will offer a bilingual, mobile-friendly tool where residents can drop pins, upload photos, and take polls about unsafe crossings, speeding zones, and missing sidewalks. Recognizing the accessibility limitations of online mapping features, the project team will provide language to confirm sight-impaired users know to provide any specific place-based traffic safety concerns they have within the survey.

The Consor Team will use the geospatial community feedback collected in the web map as a risk factor when analyzing which locations in the Town of Paonia may present the highest crash risk.

2.2.3 Quick Poll Surveys

During the first phase of engagement, and as a complement to reaching the community at intercept events, the Consor Team will provide surveys in paper and digital formats, targeting popular locations where community members already gather, like schools, Paonia Senior Center, cafés and eateries (like Paonia Bread Works, Linda's Bistro, and the Kissflower), grocery stores, and churches.

The Consor Team can create customized, topic-area-specific polls to target particular demographics, like seniors or families with young children.

2.2.4 Co-Design Workshops

The second engagement phase will center on co-design workshops, offered both in-person and virtually, intended to gauge feedback on early recommendations and featuring:

- Concept testing using renderings, cross-section mockups, and tradeoff discussions.
- Demonstration projects such as painted curb extensions or temporary crosswalks, enabling residents to “experience” potential improvements.
- Small-group dialogues with key demographics—seniors, youth, Hispanic residents, agricultural workers, and business owners—convened with support from North Fork Creative Coalition, KVNf Radio, and Chamber of Commerce.
- Regional stakeholder coordination with Delta County, CDOT Region 3, and fire/emergency services to align projects across jurisdictions.

2.2.5 Open House

The Consor Team will hold a public open house at a central location in the Town during the second project phase. The project team will coordinate logistics and lead preparation for this in-person event, including development of meeting materials and a post-event summary that can be posted on the Town’s website. The meeting will include interactive exhibits designed to engage community members and solicit input that will meaningfully inform revisions to the Action Plan. During the third and final phase, there will be online comment opportunities available to complement the in-person open house.

2.2.6 Updates to Boards and Commissions

The Consor Team will update elected officials (including the Board of Trustees and other relevant boards/commissions, such as the Planning Commission) at key touchpoints throughout the project. If supported by Paonia staff, a Town Council Work Session could be organized at project launch, including a leadership commitment/safety.

2.3 Regional Coordination

To begin the first phase with a regional coordination focus, the Consor Team will partner with trusted community organizations to convene focus group listening sessions that surface safety and mobility issues, barriers, and opportunities for improvement. Initial identified community partners may include:

Local Government & Public Safety Criteria	Libraries, Learning & Civic Hubs	Arts, Culture & Community Media	Faith-Based Organizations	Health, Equity & Family Services	Youth, Schools & Seniors	Food System, Agriculture & Outdoor Recreation	Business & Workforce
Town of Paonia	Paonia Library (Delta County Libraries)	Blue Sage Center for the Arts	Paonia Christian Fellowship	Delta County Public Health	Delta County School District	Valley Organic Growers Association (VOGA)	One Delta County (Economic Alliance & Chamber)
Delta County	Delta County Libraries	North Fork Valley Creative Coalition (Paonia Creative District)	Paonia Friends Church	River Valley Family Health Center	North Fork High School	Valley Food Partnership	Region 10 (Economic development, SBDC, aging services)
Delta County Sheriff's Office & Dispatch		KVNF Community Radio	West Elk Family Church	Families Plus	Paonia K-8	Western Slope Conservation Center	
Paonia Fire Protection District			Paonia United Methodist Church	Project Protect Promotora Network	North Fork Senior Connections	North Fork Pool, Park & Recreation District	
CDOT Region 3			North Fork Catholic Community (Sacred Heart Catholic Church, Paonia)		All Points Transit	Colorado Plateau Mountain Bike Trail Association (COPMOBA - Delta Area Mountain Bikers)	
			Church of Jesus Christ of Latter-day Saints, Paonia branch				

2.4 Documentation

Recognizing how critical community input is early and often during CSAP development, the Consor Team will summarize findings before each engagement phase concludes.

Task Deliverables

- The Consor Team shall deliver to the Town of Paonia:
 - Bilingual Public Involvement Plan, including stakeholder contact list.
 - Online Social Pinpoint map and engagement dashboard.
 - Branded engagement materials and project website.
 - Two focus group listening session summaries.
 - Marketing and advertising items for public meetings and intercept events.
 - Two event summaries provided following each phase of engagement (to be incorporated into the Final CSAP as well).
 - Materials for three updates to the Board of Trustees and Commissions, including the Board of Trustees adoption.
 - Materials (including boards and outreach content) for two intercept events.
 - Materials (including boards and hands-on materials) for two co-design workshops.

- Materials (including boards) for open house.

Assumptions

- Outreach materials will be translated into Spanish, with event interpretation available upon request.
- The Consor Team will develop materials for each update to Boards/Commissions and Town staff will present the information.

Task 3 – Development of the Comprehensive Safety Action Plan

Activities

3.1 Identification of Strategies and Projects

The Consor Team will develop recommendations for safety improvements at each of the high-risk locations identified during the safety analysis using elements from the countermeasures toolbox that have proven efficacy for addressing safety risks.

Following development of initial CSAP recommendations, the Consor Team will cross-check these against ADA Transition Plan recommendations to identify relevant opportunities to incorporate and forward accessibility-focused elements through the CSAP process.

3.1.1 Countermeasure Toolbox

The Consor Team will create a comprehensive countermeasure toolbox for the Town's use to be delivered as a detailed table showing countermeasure representative images, descriptions, benefits, and costs. The Consor Team will use the countermeasure toolboxes from FHWA as a starting point but will incorporate countermeasures that align with the local context of Paonia. The toolbox will include both Contracting and non-Contracting countermeasures (including policy and/or ordinance recommendations).

3.2 Prioritization

The Consor Team will create a prioritized list of the most impactful projects, soliciting public feedback and vetting recommendations with PMT members. The Consor Team will develop a ranking methodology that takes into account criteria like overall safety benefit, equity needs, feasibility, cost-effectiveness, project competitiveness for funding, alignment with ADA Transition Plan recommendations, and community desire. In collaboration with Paonia staff, the Consor Team will select appropriate weighting so that any criteria estimated to be more significant will have a higher impact when assessing project priority.

3.2.1 Priority Project Design Plans

The Consor Team will develop:

- Plan-level (10% design) project sheets as a roll plot or similar deliverable for three identified priority projects, as well as associated cost estimates.
- Concept-level design graphics, as a cross-section or cut sheet that highlights proposed safety improvements, for up to three of the highest-priority locations.

The Consor Team will solicit PMT feedback during concept development to facilitate this early buy-in.

3.3 Best Practices

All concepts will be developed in compliance with ADA standards, with recommendations from the forthcoming Paonia ADA Transition Plan providing an initial foundation for the location and scale of accessibility upgrade needs.

Conсор will include an implementation guide consisting of cost estimates tied into project prioritization to assist the Town in identifying appropriate and appropriately scaled funding sources. Consor will identify potential grant funding opportunities for each recommendation, based on updated federal guidance and the next transportation reauthorization, or the Town of Paonia Capital Improvement Program (CIP) funding.

3.4 Draft and Final Plan Preparation

The Consor Team will work with Town staff on draft plan review to refine recommendations. Phase 3 engagement will be conducted in alignment with draft plan preparation. Once the final round of comments is incorporated, the Consor Team will deliver a CSAP that is customized, includes images and graphics, easily comprehensible by the public, and that follows local branding standards.

Task Deliverables

- The Consor Team shall deliver to the Town of Paonia:
 - Draft and final Countermeasures toolbox.
 - Draft and final conceptual design plans and cost estimates.
 - Implementation guide.
 - Draft and Final Comprehensive Safety Action Plan (electronic version).
 - Draft Plan comment resolution matrix.
 - Project documentation and files, including spreadsheets, GIS map layers, support files, and PowerPoint presentations.

Assumptions

- Consor will hold a final review meeting with Town staff once the draft Final Plan is delivered.
- Following incorporation of comments from the draft plan review process, Consor will add the implementation guide to the CSAP, to be tailored to the final, prioritized project list.

Task 4 – Reporting and Deliverables

Activities

4.1 Progress Reports

Conсор commits to providing regular updates to document progress and the achievement of SS4A objectives.

4.2 Final Deliverables

Conсор will deliver the final CSAP in digital format.

4.3 Compliance

Conсор will make certain recommendations are rooted in the prevention of serious injuries and fatalities and provide regular updates to document progress and the achievement of SS4A objectives, including incorporating FHWA's 7 Components of an Action Plan.

Task Deliverables

- Conсор shall deliver to the Town of Paonia:
 - Documentation to meet SS4A grant requirements.
 - Draft and Final Comprehensive Safety Action Plan (electronic version).

Assumptions

- The Conсор Team commits to leaving the Town with a CSAP ready for adoption by the Paonia Board of Trustees before May 8, 2027.
- The digital CSAP will be fully accessible. Conсор uses CommonLook PDF software to verify deliverables are fully compliant with Web Content Accessibility Guidelines (WCAG).

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Conсор Team's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below.

Conсор Team to provide Town of Paonia on 1/21

Project Schedule

		2026												2027				
		FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	
TASK 0 PROJECT MANAGEMENT	0.1 - Project Management Plan	X	X															
	0.1 - Ongoing Project Management																	
	0.1 - Ongoing Quality Control																	
	0.2 - PMT Meetings		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	
TASK 1 PLANNING AND DATA COLLECTION	1.1 - Project Initiation	●																
	1.2 - Data Collection																	
	1.3 - Analysis																	
	1.3.1 - Crash Analysis					X	X											
	1.3.2 - Systemic Safety Analysis																	
	1.3.3 - High-Risk Locations Map																	
TASK 2 COMMUNITY AND STAKEHOLDER ENGAGEMENT	2.1 - Public Involvement Plan	X	X															
	2.2.1 - Intercept Events			●														
	2.2.2 - Social Pinpoint Input Map																	
	2.2.3 - Quick Poll Surveys																	
	2.2.4 - Co-Design Workshops																	
	2.2.5 - Open House												●					
	2.2.6- Updates to Boards and Commissions	●							●						●		●	
	2.3 - Regional Coordination																	
	2.4 - Documentation																	
TASK 3 DEVELOPMENT OF THE COMPREHENSIVE SAFETY ACTION PLAN	3.1 - Identification of Projects and Strategies																	
	3.1.1 - Countermeasure Toolbox																	
	3.2 - Prioritization																	
	3.2.1 - Project Priority Design Plans																	
	3.3 - Best Practices																	
	3.4 - Draft Safety Action Plan												X		X			
	3.4 - Final Safety Action Plan															X		

TASK DESCRIPTION	Conсор							Alta						SGM				GBSM		TOTAL HOURS	TOTAL FEE	
	Classification/Rate							Classification/Rate						Classification/Rate				Classification/Rate				
	PIC	Senior Transportation Engineer	Professional Engineer III	Project Manager	Engineering Designer III	Billing & Adminstration	Planner I	Project Director and Community Engagement Support	Project Manager & Community Engagement Lead	Safety Analysis & Countermeasure Development	Conceptual Design Development	Action Plan Development	Administration	Conceptual Design Development Support	Project Manager	Conceptual Design Development Support	Conceptual Design Development	Strategic Planning Lead	Project Manager & Community Engagement Support			
	\$250	\$200	\$175	\$150	\$130	\$125	\$110	\$220	\$220	\$140	\$240	\$180	\$125	\$248	\$210	\$259	\$172	\$365	\$255			
TASK 0: PROJECT ADMINISTRATION																						
0.1 - Project Management Plan	2			16				4	8											30	\$ 5,540	
0.1 - Ongoing Project Management	2			100		32		8	32				16		15					205	\$ 33,450	
0.1 - Ongoing Quality Control	4		8	24	6			8	12											62	\$ 11,180	
0.2 - PMT Meetings	16			48	6			16	40		4	4			8		8	16	28	194	\$ 42,016	
TASK 0 TOTALS (HOURS)	24	0	8	188	12	32	0	36	92	0	4	4	16	0	23	0	8	16	28	491	\$ 92,186	
TASK 1: PLANNING AND DATA COLLECTION																						
1.1 - Project Initiation	4			12	4			2	4											26	\$ 4,640	
1.2 - Data Collection				10			20	2	4	16							16			68	\$ 10,012	
1.3 - Analysis				4			32									4	4			44	\$ 5,844	
1.3.1 - Crash Analysis	4	8		8	120			2	4			8								154	\$ 22,160	
1.3.2 - Systemic Safety Analysis	4	4	2	8	40		12	2	4			8								84	\$ 12,630	
1.3.3 - High-Risk Locations Map	4	4	2	8	40		10	4	8			8								88	\$ 13,730	
TASK 1 TOTALS (HOURS)	16	16	4	50	204		74	12	24	16	0	24	0	0	0	4	20	0	0	464	\$ 69,016	
TASK 2: COMMUNITY AND STAKEHOLDER ENGAGEMENT																						
2.1 - Public Involvement Plan	2			4				8	4									6	2	26	\$ 6,440	
2.2.1 - Intercept Events	2			12				2	14						6		6	0	8	50	\$ 10,152	
2.2.2 - Social Pinpoint Input Map	2			4				16	8			2								32	\$ 6,740	
2.2.3 - Quick Poll Surveys	2			2				8	4									2	8	26	\$ 6,210	
2.2.4 - Co-Design Workshops	2			12	2			4	12									8	8	48	\$ 11,040	
2.2.5 - Open House	2			12	2			4	12						6		6	4	8	56	\$ 11,872	
2.2.6- Updates to Boards and Commissions	2			24	2			4	8									8		48	\$ 9,920	
2.3 - Regional Coordination	2			4				2	8									8	4	28	\$ 7,240	
2.4 - Documentation				4				8	8											20	\$ 4,120	
TASK 2 TOTALS (HOURS)	16	0	0	78	6		0	56	78	0	0	2	0	0	12	0	12	36	38	334	\$ 73,734	
ACTION PLAN																						
3.1 - Identification of Projects and Strategies	4		24	16	16			8	8		4									80	\$ 14,160	
3.1.1 - Countermeasure Toolbox			16	8			16	2	4	4	2									52	\$ 8,120	
3.2 - Prioritization			4	8	24			2	4	10										52	\$ 7,740	
3.2.1 - Project Priority Design Plans			16	8				4	8	10	4				20	4	80			154	\$ 27,996	
3.3 - Best Practices			8	8	24			4	8	4										56	\$ 8,920	
3.4 - Draft Safety Action Plan	16		16	24	16		120	8	16			8			2					226	\$ 32,820	
3.4 - Final Safety Action Plan	8		16	24	8		60	8	16						2					142	\$ 21,740	
TASK 3 TOTALS (HOURS)	28	0	100	96	88		196	36	64	28	10	8	0	0	24	4	80	0	0	762	\$ 121,496	
LABOR TOTALS	84	16	112	412	310	32	270	140	258	44	14	38	16	0	59	8	120	52	66	2051	\$ 356,432	
EXPENSES																						
																				Mileage	\$ 2,000	
																				Lodging	\$ 1,000	
																				Engagement Expenses	\$ 3,000	
																				Data Collection (Miovision)	\$ 5,000	
																				Total Expenses	\$ 11,000	
																				TOTAL FEE ESTIMATE		\$367,432

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF PAONIA
AND URBAN RURAL CONTINUUM LLC
(SB24-174 Compliance: Housing Needs
Assessment and Housing Action Plan)**

1.0 PARTIES

This Professional Services Agreement (this "Agreement") is made and entered into this 28th day of January, 2026 (the "Effective Date"), by and between the Town of Paonia, a Colorado municipal corporation, hereinafter referred to as the "Town", and Urban Rural Continuum LLC, a Colorado limited liability company, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of Exhibit A, the terms and conditions of this Agreement shall control. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Contractor for Services under this agreement a total not to exceed \$10,000.00. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly

authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates the Town Administrator as the responsible Town officer to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town officers and such person's designees.
- 5.2 The Contractor designates Andrew Coburn as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on the Effective Date, and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder throughout the term of the Agreement. The required coverages are:
- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
 - 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION ONE HUNDRED NINETY-FIVE DOLLARS (\$1,195,000) aggregate. The policy shall include the Town of Paonia, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Paonia, its officers and its employees, and shall contain a severability of interests provision.
 - 7.1.3 Automobile and Property Liability insurance with minimum combined single limits for bodily injury of not less than FOUR HUNDRED TWENTY-FOUR THOUSAND (\$424,000) per person, and ONE MILLION ONE HUNDRED NINETY-FIVE DOLLARS (\$1,195,000) for two or more persons, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.
 - 7.1.4 Professional Liability coverage with minimum combined single limits of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) per claim and TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The policies required under subsections 7.1.2 shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor upon request as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder (including but not limited to vehicle transportation to and from Town Hall or any project site by Contractor, or of any officer, employee, or agent of the Contractor or of any subcontractor of Contractor), if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The insurance coverage specified herein shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Contractor shall exercise in its performance of the Services hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the Town, and that:

- 10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.
- 10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN.
- 10.3. Contractor does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town; and
- 10.4. Town does not establish a quality standard for the Contractor, except that Town can provide plans and specifications regarding the work but does not oversee the actual work or instruct the Contractor as to how the work will be performed; and
- 10.5. Town cannot terminate the ordered services during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of this Agreement; and
- 10.6. Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established under this Agreement; and
- 10.7. Town will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and
- 10.8. Town will not pay the Contractor personally but rather makes checks payable to the trade or business name of the Contractor; and
- 10.9. Neither Contractor, nor its employees or contractors, will receive benefits of any kind from the Town, and Contractor will not receive unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity, and that the Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to the contract relationship created by this Agreement; and

- 10.10.** Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the Town; and
- 10.11.** All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and
- 10.12.** Contractor will not combine its business operations in any way with the Town's business operations and each party shall maintain their operations as separate and distinct; and
- 10.13.** Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and
- 10.14.** Contractor represents and acknowledges that the Services performed under this Agreement will be done using Contractor's own tools, except when the Town requires use of the Town's supplies or equipment, and at hours and times as determined by Contractor.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1** This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2** In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, suNeys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the SeNices are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Delta County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Delta County or the federal district court for the District of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Delta County and the federal district court for the District of Colorado over it. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 UNAUTHORIZED WORKERS

Contractor shall not knowingly employ or contract with an unauthorized worker to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any unauthorized workers. By entering into this Agreement, Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with an unauthorized worker who will perform work under the public contract for services and that the contractor will participate in the e-verify program or department program in order to confirm the

employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an unauthorized worker, Contractor shall be required to notify the subcontractor and Paonia within three (3) days that Contractor has actual knowledge that a subcontractor is employing or contracting with an unauthorized worker. Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the unauthorized worker within three (3) days of receiving the notice regarding Contractor's actual knowledge. Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If Contractor violates this provision, Paonia may terminate this Agreement, and Contractor may be liable for actual and/or consequential damages incurred by Paonia, notwithstanding any limitation on such damages provided by such Agreement.

20.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by electronic mail or facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Paonia
Attn: Stefen Wynn, Town
Administrator
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428
Telephone: 970-527-4101
Fax: 970-527-4102
Email: StefenW@townofpaonia.com

If to the Contractor:

Urban Rural Continuum LLC
Attn: Andrew Coburn, Member/Manager
PO Box 904
Hotchkiss, CO 81419
720-464-5821
andrew@urbanruralcontinuum.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice

given, change the address to which future notices or other communications shall be sent.

21.0 EQUAL OPPORTUNITY EMPLOYER

- 21.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, sexual orientation, gender identity, pregnancy, color, religion, national origin, disability, genetic information, veteran status, or any other applicable status protected by federal, state, or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 21.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

22.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

23.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with works as necessary to complete projects as identified in Exhibit "A." Contractor will submit any proposed subcontractor not identified in Exhibit "A", including a description of its services, to the Town for approval. The Town will not work directly with subcontractors.

24.0 AUTHORITY TO BIND

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

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

TOWN OF PAONIA
a Colorado Municipal Corporation

By: _____
Paige Smith, Mayor

By: _____
Stefen Wynn, Town Administrator

CONTRACTOR:
URBAN RURAL CONTINUUM LLC

By: _____
Andrew Coburn, Member/Manager

Exhibit A - Scope of Services and Price Information

[See Following Page(s)]

Urban Rural Continuum Scope of Services and Price

Scope of Services

The Town of Paonia, Colorado, completed a combined Housing Needs Assessment and Housing Action Plan in November 2023. Colorado Senate Bill 24-174 (SB24-174) was signed into law on May 30, 2024. This statute included requirements for housing needs assessments and housing action plans.

The Town of Paonia submitted the pre-existing housing needs assessment for review by the Colorado Department of Local Affairs (DOLA). DOLA reviewed the HNA against the standards outlined in SB24-174 and issued a memorandum on April 16, 2025. The combined assessment and plan was submitted for a courtesy review late in 2025. DOLA concluded that additional information is needed. The Town must achieve a determination of Substantial Conformity with SB24-174 to avoid the need for a new HNA by December 31, 2026. The town's population is below the threshold requiring it to have an SB24-174 compliant housing action plan, however, the town received state funding to complete compliance.

Urban Rural Continuum will gather the additional information required by the state and prepare an SB24-174 Compliance Addendum to the 2023 housing needs assessment and housing action plan for the Town of Paonia, Colorado, to submit to DOLA seeking a determination of Substantial Conformity with the statute. This scope of services does not include Urban Rural Continuum's participation in any public engagement.

Timeline

Urban Rural Continuum will work to efficiently complete the scope of services and plans to provide the SB24-174 Compliance Addendum to the Town no later than the end of July 2026.

- Contract execution: January 2026
- SB24-174 Addendum Preparation:
 - HNA: January-April 2026
 - HAP: May-July 2026
- Contract expiration: December 31, 2026

Budget:

Completion of the scope of services will not exceed \$10,000.00



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-774234-46048NE

Issued: 01/26/2026

Quote Expiration: 03/31/2026

Estimated Contract Start Date: 04/15/2026

Account Number: 167188

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Paonia Police Dept - CO 214 Grand Ave Paonia, CO 81428-6302 USA	Paonia Police Dept - CO 214 Grand Ave Paonia CO 81428-6302 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Abraham Ortiz Phone: (623) 307-5597 Email: aortiz@axon.com Fax:	Matt Laiminger Phone: 9705274822 Email: mlaimingerppd@townofpaonia.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$37,772.95
ESTIMATED TOTAL W/ TAX	\$37,772.95

Discount Summary

Average Savings Per Year	\$4,994.41
TOTAL SAVINGS	\$24,972.06

Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	\$3,702.07	\$0.00	\$3,702.07
Mar 2027	\$8,517.72	\$0.00	\$8,517.72
Mar 2028	\$8,517.72	\$0.00	\$8,517.72
Mar 2029	\$8,517.72	\$0.00	\$8,517.72
Mar 2030	\$8,517.72	\$0.00	\$8,517.72
Total	\$37,772.95	\$0.00	\$37,772.95

Quote Unbundled Price:	\$62,743.00
Quote List Price:	\$41,717.80
Quote Subtotal:	\$37,772.95

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$226.93)	(\$226.93)	\$0.00	(\$226.93)
100552	TRANSFER BALANCE - GOODS	1			\$1.00	(\$152.92)	(\$152.92)	\$0.00	(\$152.92)
C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	60	\$141.05	\$90.99	\$90.84	\$38,152.80	\$0.00	\$38,152.80
A la Carte Services									
102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1			\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$37,772.95	\$0.00	\$37,772.95

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	100122	AXON VR - HEADSET - BATTERY	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100126	AXON VR - TACTICAL BAG	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	7	2	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	7	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	70	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100591	AXON TASER - CLEANING KIT	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	7	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100748	AXON VR - CONTROLLER - TASER 10	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	7	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	7	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	03/15/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	03/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	03/15/2027
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	03/15/2028
TASER 10 CERTIFICATION STANDARD PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	09/15/2028
TASER 10 CERTIFICATION STANDARD PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	09/15/2028
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	03/15/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	03/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	7	04/15/2026	04/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	101703	AXON VR - USER ACCESS - TASER SKILLS	7	04/15/2026	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	7	04/15/2026	04/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	04/15/2026	04/14/2031

Services

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION STANDARD PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	7
TASER 10 CERTIFICATION STANDARD PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	7
A la Carte	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	1	03/15/2027	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	7	03/15/2027	04/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	03/15/2027	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	03/15/2027	04/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	03/15/2027	04/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	03/15/2027	04/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	214 Grand Ave	Paonia	CO	81428-6302	USA
2	214 Grand Ave	Paonia	CO	81428-6302	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	(\$152.92)	\$0.00	(\$152.92)
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$226.93)	\$0.00	(\$226.93)
Year 1	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 1	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$4,081.92	\$0.00	\$4,081.92
Total				\$3,702.07	\$0.00	\$3,702.07

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 2	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$8,517.72	\$0.00	\$8,517.72
Total				\$8,517.72	\$0.00	\$8,517.72

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 3	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$8,517.72	\$0.00	\$8,517.72
Total				\$8,517.72	\$0.00	\$8,517.72

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 4	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$8,517.72	\$0.00	\$8,517.72
Total				\$8,517.72	\$0.00	\$8,517.72

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 5	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$8,517.72	\$0.00	\$8,517.72
Total				\$8,517.72	\$0.00	\$8,517.72

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-343269

Agency is terminating those contracts effective 4/15/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$379.85

Any credits contained in this quote are contingent upon payment in full of the following amounts:
Q-343269 - Pending - 11/15/2025 - \$3,250.08

Signature

Date Signed

1/26/2026





Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-800597-46048NE

Issued: 01/26/2026

Quote Expiration: 03/31/2026

Estimated Contract Start Date: 04/15/2026

Account Number: 167188

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Paonia Police Dept - CO 214 Grand Ave Paonia, CO 81428-6302 USA	Paonia Police Dept - CO 214 Grand Ave Paonia CO 81428-6302 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Abraham Ortiz Phone: (623) 307-5597 Email: aortiz@axon.com Fax:	Matt Laiminger Phone: 9705274822 Email: mlaimingerppd@townofpaonia.com Fax:

Quote Summary

Program Length	50 Months
TOTAL COST	\$6,546.40
ESTIMATED TOTAL W/ TAX	\$6,546.40

Discount Summary

Average Savings Per Year	\$1,481.14
TOTAL SAVINGS	\$6,171.42

Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	\$1,636.60	\$0.00	\$1,636.60
Mar 2027	\$1,636.60	\$0.00	\$1,636.60
Mar 2028	\$1,636.60	\$0.00	\$1,636.60
Mar 2029	\$1,636.60	\$0.00	\$1,636.60
Total	\$6,546.40	\$0.00	\$6,546.40

Quote Unbundled Price:	\$12,717.40
Quote List Price:	\$6,546.40
Quote Subtotal:	\$6,546.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	14	1		\$35.85	\$35.85	\$501.90	\$0.00	\$501.90
BWCUnwTAP	BWC Unlimited with TAP	1	50	\$226.33	\$102.91	\$102.91	\$5,145.50	\$0.00	\$5,145.50
A la Carte Hardware									
H00001	AB4 Camera Bundle	1			\$899.00	\$899.00	\$899.00	\$0.00	\$899.00
Total							\$6,546.40	\$0.00	\$6,546.40

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	03/15/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	1	03/15/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	2	1	03/15/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	2	1	03/15/2026
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1	1	09/15/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	09/15/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	1	1	06/14/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	06/14/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1	04/15/2026	06/14/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	04/15/2026	06/14/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	03/15/2027	06/14/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	03/15/2027	06/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	214 Grand Ave	Paonia	CO	81428-6302	USA

Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	14	\$125.48	\$0.00	\$125.48
Annual Payment 1	BWCUwTAP	BWC Unlimited with TAP	1	\$1,286.37	\$0.00	\$1,286.37
Annual Payment 1	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$1,636.60	\$0.00	\$1,636.60

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	14	\$125.48	\$0.00	\$125.48
Annual Payment 2	BWCUwTAP	BWC Unlimited with TAP	1	\$1,286.37	\$0.00	\$1,286.37
Annual Payment 2	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$1,636.60	\$0.00	\$1,636.60

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	14	\$125.48	\$0.00	\$125.48
Annual Payment 3	BWCUwTAP	BWC Unlimited with TAP	1	\$1,286.37	\$0.00	\$1,286.37
Annual Payment 3	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$1,636.60	\$0.00	\$1,636.60

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	14	\$125.48	\$0.00	\$125.48
Annual Payment 4	BWCUwTAP	BWC Unlimited with TAP	1	\$1,286.37	\$0.00	\$1,286.37
Annual Payment 4	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$1,636.60	\$0.00	\$1,636.60

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

1/26/2026





Town of Paonia
214 Grand Avenue
Tuesday, January 27, 2026 6:30 PM
Town Board Agenda
<https://us02web.zoom.us/j/82343301172>
Meeting ID: 823 4330 117

Public Participation: Please raise your hand and wait to be recognized by the Mayor, come to the podium and state your name and whether you live in town or out of town. Time limit is 3 minutes, one time per item, there are instructions at the podium for the timer light. Please direct all comments to the Mayor. No responses will be made by staff or Board during the meeting.

Please be respectful and help to maintain decorum by not engaging in derogatory and/or demeaning statements or public displays.

A) Roll Call

B) Approval of Agenda

C) Public Comment

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

D) Consent Agenda

1) Minutes:

January 13, 2026 Regular Board Meeting Minutes

2) License Renewals:

26-100 Brossanova LLC dba Bross Hotel Bed & Breakfast

3) Disbursements:

January 27, 2026 Disbursements

E) Staff Reports

1) Department Score Card

2) Election Update - Town Clerk

F) Actions & Presentations

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

1) Presentation - Watershed Ready Action Plan Update - Western Slope Conservation Center

2) Ratification of Decision to Appoint Nicki Poulos as the Town Representative for the North Fork Farmers Ditch Association as Authorized Voting Representative for the Shareholder Meeting That Took Place on 1/24/2026.

3) Ratification of Contract Amendment for Cloud Hosting Services for the Caselle+ System - \$400 Additional a Month with a total of \$4,800 Additional a Year.

4) Consideration of Service Agreement with Wright Water Engineers as WaterSMART

Consultant

- 5) Consideration of Approval of Master Services Agreement with Consor North America Inc for Safe Streets for All Consultant
 - 6) Consideration of Approval of a Master Services Agreement with Urban Rural Continuum to prepare a SB24-174 Compliance Addendum to the 2023 Housing Needs Assessment and Housing Action Plan.
 - 7) Consideration of Change Order #3 2MG Tank Relining Project for Markleys Precision Company to Remobilize with Heaters and Dehumidifiers
 - 8) Consideration of Renewing Axon Contract with Two Additional Taser Devices
 - 9) Consideration of Approval to Purchase One Additional Body Worn Camera
 - 10) Consideration of *Amending Something Previously Adopted* in Reference to the Setting of an Agenda Item for the First Meeting in February to Discuss the Twin Lakes Property.
 - 11) Appointing Stefen Wynn as the Town Representative for the Stewart Ditch and Reservoir Company for the Shareholder Meeting on February 3, 2026.
 - 12) Consideration of Adoption of Resolution 02-26 Holiday Office Closures
- G) Executive Session
- 1) Executive Session for discussion of a personnel matter under C.R.S. 24-6-402(2)(f) regarding Town Administrator Stefen Wynn's 2026 Merit Increase, and not involving: any specific employees who have requested discussion of the matter in open session; any member of this body or any elected official; the appointment of any person to fill an office of this body or of an elected official; or personnel policies that do not require the discussion of matters personal to particular employees.
- H) Mayor & Trustee Reports
- 1) Ad Hoc Short Term Rentals Committee
- I) Adjournment

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

I. Rules of Procedure

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

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

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

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

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

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

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

Section 6. Conduct of Board Members. Town Board Members shall treat other Board Members and the public in a civil and polite manner and shall comply with the Standards of Conduct for Elected Officials of the Town. Board Members shall address Town Staff and the Mayor by his/her title, other Board Members by the title of Trustee or the appropriate honorific (i.e.: Mr., Mrs. or Ms.), and members of the public by the

appropriate honorific. Subject to the Mayor's discretion, Board Members shall be limited to speaking two times when debating an item on the agenda. Making a motion, asking a question or making a suggestion are not counted as speaking in a debate.

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

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

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

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

II. Consent Agenda

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

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

Section 3. Removal of Item from Consent Agenda. One or more items may be removed from the Consent Agenda by a timely request of any Trustee. A request is timely if made prior to the vote on the Consent Agenda. The request does not require a second

or a vote by the Board. An item removed from the Consent Agenda will then be discussed and acted on separately either immediately following the consideration of the Consent Agenda or placed later on the agenda, at the discretion of the Board.

III. Executive Session

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

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

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

IV. Subject to Amendment

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

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

Town of Paonia
214 Grand Avenue
Tuesday, January 13, 2026 6:30 PM
Town Board Minutes

RECORD OF PROCEEDINGS

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

A) Roll Call

Present:

Mayor Smith

Mayor Pro-Tem Stelter

Trustee Czech

Trustee Heck

Trustee Hunter

Trustee Mejorado

Trustee Tarnow

B) Approval of Agenda

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

The motion carries unanimously.

C) Announcements

No announcements made.

D) Public Comment

No public comments made or received.

E) Consent Agenda

Trustee Hunter noted that the December 9th meeting minutes do not identify who seconded Trustee Mejorado's appointment to the Board. Additionally, the December 30th meeting minutes contain an incorrect spelling of Administrator Wynn's name.

1) Minutes

a) December 9, 2025, Regular Board Meeting Minutes

b) December 30, 2025, Special Board Meeting Minutes

2) Disbursements

Trustee Hunter makes a motion to approve the consent agenda with the aforementioned changes. Seconded by Mayor Pro-Tem Stelter.

The motion carries unanimously.

F) Staff Reports

1) Town Administrator/Treasurer

No Town Administrator/Treasurer report presented.

- 2) **Police Chief**
Police Chief Laiminger provided a year-end overview for 2025, including call volume, staffing stability, training hours, and the successful reestablishment of regular municipal court dockets.
- 3) **Public Works Director**
Public Works Director Poulos provided updates on the water tank relining project, routine winter street maintenance, emergency tree removals, park irrigation improvement planning, progress at the Twin Lakes compost site, and completion of anti-harassment training.

G) Executive Session

- 1) The Board may enter into executive session as authorized by Section 24-6-402(4)(b), C.R.S., for the purpose of a conference with the Town's legal counsel regarding specific legal questions pertaining to the Carl E. Berg Education Foundation's interest in purchasing the Town's property generally located at 3 Third Street for purposes of remediation and redevelopment into an educational museum and related uses; and as authorized by Section 24-6-402(4)(e), C.R.S., to determine positions relative to matters that may be subject to negotiation, develop strategy for negotiations, and instruct negotiators with respect to actions to be taken on behalf of the Town.

Mayor Pro-Tem Stelter makes a motion to go into executive session as authorized by Section 24-6-402(4)(b), C.R.S., for the purpose of a conference with the Town's legal counsel regarding specific legal questions pertaining to the Carl E. Berg Education Foundation's interest in purchasing the Town's property generally located at 3 Third Street for purposes of remediation and redevelopment into an educational museum and related uses; and as authorized by Section 24-6-402(4)(e), C.R.S., to determine positions relative to matters that may be subject to negotiation, develop strategy for negotiations, and instruct negotiators with respect to actions to be taken on behalf of the Town. Seconded by Trustee Hunter.

The motion carries unanimously.

The Board goes into Executive Session at 6:40 PM.

Executive Session concludes at 7:18 PM. Attendees included Mayor Smith, Mayor Pro-Tem Stelter, Trustee Czech, Trustee Heck, Trustee Hunter, Trustee Meorado, Trustee Tarnow, Town Clerk Vetter, Water Attorney Sheela Stack, Town Attorney Clay Buchner, and Public Works Director Nicki Poulos.

Trustee Hunter makes a motion that an agenda item be added to the first Board of Trustees meeting in February to discuss the Twin Lakes property. Seconded by Mayor Pro-Tem Stelter.

The motion carries unanimously.

H) Actions & Presentations

- 1) Consideration of extending the grant agreement with DOLA for the code rewrite.
The Board considered an extension of the Department of Local Affairs (DOLA) grant for the Municipal Code Rewrite to allow further work aligning Chapter 16 with the recently adopted Comprehensive Plan.

Trustee Tarnow makes a motion to approve the grant extension request with DOLA for EIA-00278 and allow the mayor to submit the necessary letter to DOLA requesting an extension. Seconded by Trustee Hunter.

The motion carries unanimously.

- 2) Consideration of Approval of the Intergovernmental Agreement with Delta County Elections for the April 7, 2026 Municipal Election
The Board considered approval of an intergovernmental agreement with Delta County Elections to conduct the April 7, 2026 municipal election.

Mayor Pro-Tem Stelter makes a motion to approve the IGA with Delta County elections for the April 7, 2026 municipal election. Seconded by Trustee Tarnow.

The motion carries unanimously.

- 3) Consideration of Approval of Resolution 01-2026 Public Posting
The Board considered a statutorily required resolution establishing official locations for public notices being Town Hall and Website.

Trustee Czech makes a motion to approve Resolution 01-2026 for public posting. Seconded by Trustee Heck.

The motion carries unanimously.

I) Mayor & Trustee Reports

- 1) Ad Hoc Short-Term Rentals Committee

A brief inquiry was made regarding the ad hoc Short-Term Rental (STR) Committee. Staff indicated there was no update at this time, noting activity had paused over the holidays and scheduling (including use of a Doodle poll) was still pending. No action was taken and no motion was made.

J) Adjournment

Mayor Smith adjourns the meeting at 7:29 PM.

Samira M. Vetter, Town Clerk

Paige Smith, Mayor



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

AGENDA ITEM:	Consent Agenda • Brossanova LLC dba Bross Hotel Bed & Breakfast Liquor License Renewal
SUBMITTED BY:	Ruben Santiago – Deputy Clerk
DATE:	01/21/2026
BACKGROUND:	Finding of Facts: • License Renewal Paperwork is in the possession of the Town Clerk and all Local and State required fees have been paid. • The Administrative Offices have no issues or concerns with the license renewal. • The Police Department has no issues or concerns with the license renewal. • The Public Works department has no issues or concerns with the renewal.
BUDGET:	\$250.00 to – 10-32-01 – Liquor Licenses.
RECOMMENDATION:	All legal requirements have been met for the renewal of this license.
ATTACHMENT:	• BrossanovaLLC-LiquorLicenseRenewalApplication-20260116_Redacted.pdf

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

Submit to Local Licensing Authority

**BROSS HOTEL BED &
BREAKFAST
PO BOX 85
Paonia CO 81428**

Rec: 1-16-2025
LL: 26-100-

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

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.

☐ Paid by check

Uploaded to MoveIt on Date

☒ Paid Online

Licensee Name

BROSSANOVA LLC

Doing Business As Name (DBA)

BROSS HOTEL BED & BREAKFAST

Liquor License Number

03-15934

License Type

Lodging Facility License (City)

Sales Tax License Number

94518042

Expiration Date

02/09/2026

Due Date

12/26/2025

Business Address

Street Address

312 ONARGA AVENUE

Phone Number

9705276776

City, State, ZIP Code

Paonia CO 81428

Mailing Address

Street Address

PO BOX 85

City, State, ZIP Code

Paonia CO 81428

Email

INNKEEPER@BROSSHOTEL.COM

Operating Manager

MIKE YENGLING

Date of Birth



Home Address

Street Address

Phone Number

City

State

ZIP Code

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

Are the premises owned or rented?

☒ Owned

*If rented, expiration date of lease

☐ Rented*

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

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

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

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) If selecting 'Yes', an additional \$11.00 is required to renew the permit.

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

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? ☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? ☐ Yes ☒ No

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

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

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, MIKE YENGLING

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

(the "Applicant/Licensee")

BROSSANOVA LLC

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

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

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

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

6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?

☐ Yes ☒ No

If yes, attach a detailed explanation.

7. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?

☐ Yes ☒ No

If yes, attach a detailed explanation.

8. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?

☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

MIKE YENGLING

Title
CO-OWNER

Signature
Date (MM/DD/YY)
01/12/26

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title
Attest

Signature
Date (MM/DD/YY)

Name (Individual/Business)

BROSSA NOVA LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

970-527-6776

Street Address

312 ONARCA AVE

City

State ZIP Code

PAONIA

CO

81428

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

MIKE YENALWA

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

1/12/26

Privacy Act Statement

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

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Town of Paonia

Payment Approval Report - Board of Trustees Disbursement Approval

Report dates: 1/1/2026-1/28/2026

Page: 1

Jan 22, 2026 02:37PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
ADP, INC								
1352	ADP, INC	708357278	Admin Payroll	12/26/2025	156.35		10-41-20 LEGAL, ENGINEERING & PR	12/31/2025
1352	ADP, INC	708357278	PD Payroll	12/26/2025	184.27		10-42-20 LEGAL, ENGINEERING & PR	12/31/2025
1352	ADP, INC	708357278	WasteWater Payroll	12/26/2025	72.59		70-51-20 LEGAL, ENGINEERING & PR	12/31/2025
1352	ADP, INC	708357278	Water Payroll	12/26/2025	72.59		60-50-20 LEGAL, ENGINEERING & PR	12/31/2025
1352	ADP, INC	708357278	Sanitation Payroll	12/26/2025	72.60		80-52-20 LEGAL, ENGINEERING & PR	12/31/2025
1352	ADP, INC	PPE 1-2-26	Admin Payroll	01/02/2026	49.49		10-41-20 LEGAL, ENGINEERING & PR	01/31/2026
1352	ADP, INC	PPE 1-2-26	PD Payroll	01/02/2026	58.33		10-42-20 LEGAL, ENGINEERING & PR	01/31/2026
1352	ADP, INC	PPE 1-2-26	WasteWater Payroll	01/02/2026	22.98		70-51-20 LEGAL, ENGINEERING & PR	01/31/2026
1352	ADP, INC	PPE 1-2-26	Water Payroll	01/02/2026	22.98		60-50-20 LEGAL, ENGINEERING & PR	01/31/2026
1352	ADP, INC	PPE 1-2-26	Sanitation Payroll	01/02/2026	22.97		80-52-20 LEGAL, ENGINEERING & PR	01/31/2026
Total ADP, INC:					735.15	✓		
AFLAC								
749	AFLAC	385361 ACH	AFLAC ACH	01/15/2026	97.08		10-0225 AFLAC COVERAGE	01/31/2026
Total AFLAC:					97.08	✓		
CEBT								
1320	CEBT	2026-01	Health Insurance	12/30/2025	23,061.00		10-0223 HEALTH/LIFE INSURANCE	01/31/2026
Total CEBT:					23,061.00	✓		
Clayton M. Buchner Attorney at Law, LLC								
1392	Clayton M. Buchner Attorney at La	0902	LEGAL	01/03/2026	400.50		10-41-20 LEGAL, ENGINEERING & PR	01/31/2026
1392	Clayton M. Buchner Attorney at La	0902	LEGAL	01/03/2026	544.50		60-50-20 LEGAL, ENGINEERING & PR	01/31/2026
1392	Clayton M. Buchner Attorney at La	0902	LEGAL	01/03/2026	112.50		70-51-20 LEGAL, ENGINEERING & PR	01/31/2026
1392	Clayton M. Buchner Attorney at La	0902	LEGAL	01/03/2026	112.50		80-52-20 LEGAL, ENGINEERING & PR	01/31/2026
Total Clayton M. Buchner Attorney at Law, LLC:					1,170.00	✓		
EAGLE WASH								
1367	EAGLE WASH	1022	PD VEHICLE EXPENSE	01/17/2026	42.04		10-42-23 VEHICLE EXPENSE	01/31/2026
1367	EAGLE WASH	1022	STREETS VEHICLE EXPENSE	01/17/2026	7.78		10-45-23 VEHICLE EXPENSE	01/31/2026
1367	EAGLE WASH	1022	PARKS VEHICLE EXPENSE	01/17/2026	7.78		10-46-23 VEHICLE EXPENSE	01/31/2026
1367	EAGLE WASH	1022	WATER VEHICLE EXPENSE	01/17/2026	7.77		60-50-23 VEHICLE EXPENSE	01/31/2026
1367	EAGLE WASH	1022	WASTE WATER VEHICLE EXPE	01/17/2026	7.77		70-51-23 VEHICLE EXPENSE	01/31/2026
1367	EAGLE WASH	1022	TRASH VEHICLE EXPENSE	01/17/2026	7.77		80-52-23 VEHICLE EXPENSE	01/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total EAGLE WASH:					80.91	✓		
Empower Trust Company LLC								
1190	Empower Trust Company LLC	PPE 12-26-202	Retirement Plan PPE	12/26/2025	3,306.43	✓	10-0220 RETIREMENT PLAN	12/31/2025
1190	Empower Trust Company LLC	PPE 1-23-2026	Retirement Plan PPE	01/22/2026	3,342.53	✓	10-0220 RETIREMENT PLAN	01/31/2026
1190	Empower Trust Company LLC	PPE 1-23-2026	Retirement Plan PPE	01/22/2026	57.86	✓	10-0220 RETIREMENT PLAN	01/31/2026
1190	Empower Trust Company LLC	PPE 1-9-2026	Retirement Plan PPE	01/09/2026	3,566.43	✓	10-0220 RETIREMENT PLAN	01/31/2026
Total Empower Trust Company LLC:					10,273.25	✓		
Fire & Police Pension Assn.								
63	Fire & Police Pension Assn.	PPE 01232026	Payroll Ending	01/22/2026	3,659.76	✓	10-0219 FPPA	01/31/2026
63	Fire & Police Pension Assn.	PPE 12-19-202	Payroll Ending	12/19/2025	3,464.35	✓	10-0219 FPPA	12/31/2025
63	Fire & Police Pension Assn.	PPE 1-2-2026	Payroll Ending	01/02/2026	4,338.65	✓	10-0219 FPPA	01/31/2026
Total Fire & Police Pension Assn.:					11,462.76	✓		
Lasting Impressions								
98	Lasting Impressions	30153	ADMIN OFFICE SUPPLIES	01/11/2026	14.40		10-41-15 OFFICE SUPPLIES	01/31/2026
98	Lasting Impressions	30153	PD OFFICE SUPPLIES	01/11/2026	14.40		10-42-15 OFFICE SUPPLIES	01/31/2026
98	Lasting Impressions	30153	WATER OFFICE SUPPLIES	01/11/2026	14.40		60-50-15 OFFICE SUPPLIES	01/31/2026
98	Lasting Impressions	30153	WASTE WATER OFFICE SUPPLI	01/11/2026	14.40		70-51-15 OFFICE SUPPLIES	01/31/2026
98	Lasting Impressions	30153	TrASH OFFICE SUPPLIES	01/11/2026	14.40		80-52-15 OFFICE SUPPLIES	01/31/2026
Total Lasting Impressions:					72.00	✓		
Mail Services, LLC.								
645	Mail Services, LLC.	2012866	Postage	12/31/2025	195.04		60-50-17 POSTAGE	01/31/2026
645	Mail Services, LLC.	2012866	Postage	12/31/2025	189.30		70-51-17 POSTAGE	01/31/2026
645	Mail Services, LLC.	2012866	Postage	12/31/2025	189.31		80-52-17 POSTAGE	01/31/2026
Total Mail Services, LLC.:					573.65	✓		
Main Street Printers, Inc.								
261	Main Street Printers, Inc.	29520	PROF SERV	01/20/2026	20.00		60-50-20 LEGAL, ENGINEERING & PR	01/31/2026
Total Main Street Printers, Inc.:					20.00	✓		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Mile High Accessibility								
1461	Mile High Accessibility	1177	PROF SERVS	12/01/2025	4,450.00		10-45-20 LEGAL, ENGINEERING & PR	12/31/2025
1461	Mile High Accessibility	1181	PROF SERV	12/29/2025	6,000.00		10-45-20 LEGAL, ENGINEERING & PR	12/31/2025
Total Mile High Accessibility:					10,450.00	✓		
NAPA - Paonia Auto Parts								
122	NAPA - Paonia Auto Parts	425611, 12312	STREETS SNOW REMOVAL	12/31/2025	317.83		10-45-42 SNOW REMOVAL	12/31/2025
Total NAPA - Paonia Auto Parts:					317.83	✓		
North Fork Service (Reedy's)								
141	North Fork Service (Reedy's)	PW JAN 2026	WATER FUEL	01/01/2026	295.34		60-50-23 VEHICLE EXPENSE	01/31/2026
141	North Fork Service (Reedy's)	PW JAN 2026	STREETS FUEL	01/01/2026	295.34		10-45-23 VEHICLE EXPENSE	01/31/2026
141	North Fork Service (Reedy's)	PW JAN 2026	PARKS FUEL	01/01/2026	295.34		10-46-23 VEHICLE EXPENSE	01/31/2026
141	North Fork Service (Reedy's)	PW JAN 2026	SANITATION FUEL	01/01/2026	295.34		80-52-23 VEHICLE EXPENSE	01/31/2026
141	North Fork Service (Reedy's)	PW JAN 2026	WASTEWATER FUEL	01/01/2026	295.33		70-51-23 VEHICLE EXPENSE	01/31/2026
Total North Fork Service (Reedy's):					1,476.69	✓		
Peak Water Services LLC								
1473	Peak Water Services LLC	INVPWS4866	PROF SERV	01/12/2026	2,324.00		60-50-20 LEGAL, ENGINEERING & PR	01/31/2026
Total Peak Water Services LLC:					2,324.00	✓		
Recla Metals LLLP								
140	Recla Metals LLLP	73927	CAPITAL OUTLAY	01/09/2026	1,071.00		80-52-70 CAPITAL OUTLAY	01/31/2026
Total Recla Metals LLLP:					1,071.00	✓		
Rhinehart Oil Co.								
1224	Rhinehart Oil Co.	162471CT	TRASH VEHICLE EXPENSE	12/31/2025	540.29		80-52-23 VEHICLE EXPENSE	01/31/2026
Total Rhinehart Oil Co.:					540.29	✓		
Robert's Enterprises Inc								
145	Robert's Enterprises Inc	453 JAN 2026	14432 & 14436 CRESTHAVEN T	01/09/2026	126.00		80-52-02 CONTRACT LABOR	01/31/2026
Total Robert's Enterprises Inc:					126.00	✓		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Rundie Construction Inc.								
1475	Rundie Construction Inc.	PAY APP #1 ST	STREETS CAPITAL OUTLAY	01/06/2026	17,550.00		10-45-70 CAPITAL OUTLAY	01/31/2026
	Total Rundie Construction Inc.:				17,550.00	✓		
Shums Coda Associates								
1170	Shums Coda Associates	20053	PROF SERV	01/15/2026	600.00		10-43-20 LEGAL, ENGINEERING & PR	12/31/2025
	Total Shums Coda Associates:				600.00	✓		
STaR Awards Committee								
1486	STaR Awards Committee	2026 NOMINA	Dues & Subscriptions	01/22/2026	25.00		10-41-31 DUES & SUBSCRIPTIONS	01/31/2026
	Total STaR Awards Committee:				25.00	✓		
THE HARTFORD								
1404	THE HARTFORD	857901284400	THE HARTFORD	01/22/2026	519.00		10-0226 THE HARTFORD	01/31/2026
	Total THE HARTFORD:				519.00	✓		
	Grand Totals:				82,545.61			

payroll PTO
reconciliation

→ 1,372.04
\$ 83,917.65

PS we

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

Town Administrator: _____

Finance Committee/Mayor: _____

Finance Committee/Trustee: _____

Trustees: _____

Date Reviewed: _____



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

AGENDA ITEM:	Ratification of Decision to Appoint Nicki Poulos as the Town Representative for the North Fork Farmer's Ditch Association as Authorized Voting Representative for the Shareholder Meeting That Took Place on 1/24/2026
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	January 27, 2026
BACKGROUND:	Administrator Wynn and Public Works Director Poulos will be on hand to answer any questions about this item.
BUDGET:	N/A
RECOMMENDATION:	To ratify the decision to appoint Public Works Director Poulos as the town representative for the North Fork Farmer's Ditch Association as authorized voting representative for the shareholder meeting that took place on 1/24/2026.
ATTACHMENT:	



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

AGENDA ITEM:	Ratification of contract amendment for Cloud Hosting Services through Caselle+System - \$400 Additional a month with a total of \$4800 additional a year
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	January 27, 2026
BACKGROUND:	Administrator Wynn will be on hand to answer questions about this item.
BUDGET:	\$4800.00/year
RECOMMENDATION:	To ratify the contract amendment for cloud hosting services through Caselle+System for \$400 additional a month with a total of \$4800 additional a year.
ATTACHMENT:	Caselle Software and Services Proposal

Town of Paonia, CO

01 / 14 / 2026

(Valid for 90 days)

Caselle Cloud

- Remote access from any location
- Reduced hardware maintenance
- Automatic worry-free backups
- Free application upgrades
- Unlimited support inquiries
- Priority response time

Hosted Solution Quote

Includes all applications currently licensed to the
Town and 6 User Licenses.

Monthly Maintenance & Support will increase \$400

I have read and agree to all terms & conditions proposed herein.



Signature

Stefen Wynn, Town Administrator &

Treasurer
Printed Name & Title

2026-01-14

Date

General Conditions

- This Proposal is governed by and subject to the Master Services Agreement between Customer and Caselle ("MSA"). Capitalized terms used in this Proposal and not defined herein have the meanings provided in the MSA.
- Caselle has made efforts to ensure the information contained within this Proposal is complete and accurate. However, Caselle reserves the right to correct any error or omission related to fees, product description or availability.
- Fees quoted in this Proposal do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; such taxes are Customer's responsibility. Customer agrees to be responsible for the documentation relating to the payment of such taxes to the maximum extent legally permitted. Caselle will be responsible for the collection of such taxes and/or the documentation related thereto, only to the extent required by law.
- Caselle will invoice Customer for all ongoing fees when work commences on Customer's project. Annual fees will be prorated to coincide with an annual renewal date.

Contact Information

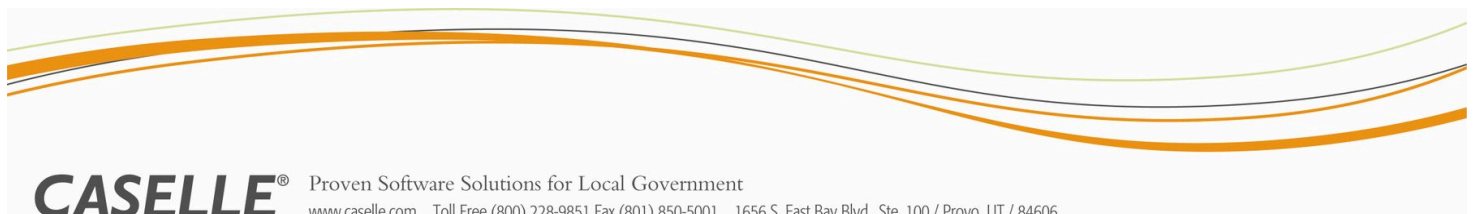
Please provide the employee information the team will be working with to setup and implement this order.

Name: Ashley Rodarte

Email: AshleyR@TownofPaonia.com

Phone Number: (970) 527-4101

Address: 214 Grand Ave, Paonia, CO, 81428



CERTIFICATE *of* SIGNATURE

REF. NUMBER
KUIZR-PSDJJ-STXHK-ZC2A2

DOCUMENT COMPLETED BY ALL PARTIES ON
14 JAN 2026 18:53:38
UTC

SIGNER

STEFEN WYNN

EMAIL
STEFENW@TOWNOFPAONIA.COM

TIMESTAMP

SENT
14 JAN 2026 18:27:10

VIEWED
14 JAN 2026 18:36:14

SIGNED
14 JAN 2026 18:53:38

SIGNATURE



IP ADDRESS
209.206.70.24

LOCATION
PAONIA, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
14 JAN 2026 18:36:14





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

AGENDA ITEM:	Consideration of Service Agreement with Wright Water Engineers as WaterSMART Consultant
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	January 27, 2026
BACKGROUND:	Administrator Wynn will be on hand to answer any questions pertaining to the agreement.
BUDGET:	\$511, 876.00
RECOMMENDATION:	To approve the service agreement with Wright Water Engineers as WaterSMART Consultant through September 2027 for in the amount of \$511, 876.00
ATTACHMENT:	Paonia Master Services Agreement REDLINE Exhibit A – Statement of Qualifications for WaterSMART Consultant, RFQ 2025-06

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF PAONIA
AND WRIGHT WATER ENGINEERS, INC.**

1.0 PARTIES

This Professional Services Agreement (this "Agreement") is made and entered into this 12th day of December, 2025 (the "Effective Date"), by and between the **Town of Paonia**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **Wright Water Engineers, Inc.**, a Colorado ~~Corporation~~corporation, hereinafter referred to as the "~~Contractor~~ENGINEER".

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the ~~Contractor~~ENGINEER for the purpose of ~~providing the~~ services as further set forth in the ~~Contractor's~~ENGINEER's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The ~~Contractor~~ENGINEER represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The ~~Contractor~~ENGINEER agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. ~~The Contractor~~In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall control. The ENGINEER shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The ~~Contractor~~ENGINEER acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other ~~contractors~~ENGINEERs to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the ~~Contractor~~ENGINEER for Services under this agreement a total not to exceed ~~the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference~~\$511,876.00. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the ~~Contractor's~~ENGINEER's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside ~~contractor~~ENGINEER fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 1.1 The ~~Contractor~~ENGINEER shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The ~~Contractor~~ENGINEER shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefore.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Nicole Poulos, Public Works Director, as the responsible Town staff to provide direction to the ~~Contractor~~ENGINEER during the conduct of the Services. The ~~Contractor~~ENGINEER shall comply with the directions given by said Town staff and such person's designees.
- 5.2 The ~~Contractor~~ENGINEER designates Jonathan Kelly, P.E. as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the ~~Contractor~~ENGINEER to undertake additional reevaluations, coordination, orientations, etc., the ~~Contractor~~ENGINEER shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to September, 2027, unless sooner terminated pursuant to Section 13, below. The ~~Contractor's~~ENGINEER's Services under this Agreement shall commence on December 12, 2025, and ~~Contractor~~ENGINEER shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The ~~Contractor~~ENGINEER agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The ~~Contractor~~ENGINEER shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers

acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Paonia, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Paonia, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor'sENGINEER's owned, hired or non- owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the ContractorENGINEER has no owned automobiles, the requirements of this paragraph shall be met by each employee of the ContractorENGINEER providing services to the Town of Paonia under this contract.
- 7.1.4 Professional Liability coverage with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor'sENGINEER's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policyThe General & Auto Liability policies required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the ContractorENGINEER. Such policies shall contain a severability of interests provision. The ContractorENGINEER shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the ContractorENGINEER as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, or terminated~~or materially changed~~ until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the ContractorENGINEER to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion

may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by ~~Contractor~~ENGINEER to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to ~~Contractor~~ENGINEER from the Town.

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the ~~Contractor~~ENGINEER agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if but only to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the ~~Contractor~~ENGINEER or any subcontractor of the ~~Contractor~~ENGINEER, or any officer, or employee, or agent of the ~~Contractor~~ENGINEER or any subcontractor, or any other person for whom ~~Contractor~~ENGINEER is responsible. ~~The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's~~ENGINEER's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town. The extent of the ~~Contractor's~~ENGINEER's obligation to defend, indemnify, or hold harmless the Town shall be determined only after the ~~Contractor's~~ENGINEER's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Town and the ~~Contractor~~ENGINEER; however, the ~~Contractor's~~ENGINEER's duty to investigate and respond to the Town regarding any claims or demands shall immediately arise upon the receipt by the Town or ~~Contractor of any claims or demands~~ENGINEER of any claims or demands. ENGINEER's obligation to defend, indemnify, or hold harmless is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the ENGINEER, ENGINEER'S agents, representatives, subcontractors or suppliers.

9.0 QUALITY OF WORK

~~Contractor~~ENGINEER shall exercise in its performance of the Services hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

10.0 INDEPENDENT ~~CONTRACTOR~~ENGINEER

It is the expressed intent of the parties that the ~~Contractor~~ENGINEER is an independent ~~contractor~~ENGINEER and not the agent, employee or servant of the Town, and that:

- 10.1. ~~CONTRACTOR~~ENGINEER SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.
- 10.2. ~~CONTRACTOR~~ENGINEER IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT ~~CONTRACTOR~~ENGINEER NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT ~~CONTRACTOR~~ENGINEER OR SOME ENTITY OTHER THAN THE TOWN.

11.0 ASSIGNMENT

~~Contractor~~ENGINEER shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the ~~Contractor~~ENGINEER will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the ~~Contractor~~ENGINEER under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the ~~Contractor~~ENGINEER that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. ~~Contractor~~ENGINEER shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Delta County or the federal district court for the District of Colorado, and in no other court. ~~Contractor~~ENGINEER hereby waives its right to challenge the personal jurisdiction of the courts of Delta County and the federal district court for the District of Colorado over it. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

~~Contractor~~ENGINEER shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by electronic mail or facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Paonia
Attn: Public Works Director
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428
Office: 970-527-4101
Fax: 970-527-4102
Email: NickiP@townofpaonia.com CC: StefenW@townofpaonia.com

If to the Contractor:

Wright Water Engineering, Inc Jonathan Kelly, P.E.
818 Colorado Ave., Ste. 307
Glenwood Springs, CO 81601
Office: 970-945-7755
jkelly@wrightwater.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 ~~Contractor~~ENGINEER will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, sexual orientation, gender identity, pregnancy, color, religion, national origin, disability, genetic information, veteran status, or any other applicable status protected by federal, state, or local law. ~~Contractor~~ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ~~Contractor~~ENGINEER agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 ~~Contractor~~ENGINEER shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town

and ~~Contractor~~ENGINEER, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or ~~Contractor~~ENGINEER receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

~~Contractor~~ENGINEER may utilize subcontractors identified in its qualifications submittal to assist with non- specialized works as necessary to complete projects. ~~Contractor~~ENGINEER will submit any proposed subcontractor and the description of its services to the Town for approval. The Town will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

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

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

TOWN OF PAONIA
a Colorado Municipal Corporation

By: _____
Paige Smith, Mayor

Attest: _____
Samira M Vetter, Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services ~~and Price Information~~ [See Following Page(s)]

Statement of Qualifications for WaterSMART Consultant, RFQ 2025-06

PREPARED FOR TOWN OF PAONIA, COLORADO



November 2025

241-019.010

818 Colorado Ave., Ste. 307
Glenwood Springs, CO 81601



Date: November 13, 2025

Via email: <Paonia@TownofPaonia.com>

Stefen Wynn, M.P.A.
Town of Paonia
214 Grand Ave.
Paonia, CO 81428

Re: Statement of Qualifications for WaterSMART Consultant, RFQ 2025-06

Dear Mr. Wynn:

Wright Water Engineers, Inc. (WWE) is pleased to submit this statement of qualifications (SOQ) to the Town of Paonia (Town) to perform the second phase of a hydrogeological study related to the Town of Paonia's complex network of groundwater springs and development of a comprehensive Water Strategy under the Bureau of Reclamation's WaterSMART Grant Agreement R24AP00466. It is WWE's understanding that the Town is currently developing a 20-year Capital Improvement Plan and is moving forward on multiple fronts simultaneously to address water system losses, plan replacement of aging infrastructure, and draft a Spring Redevelopment Plan (SRP) that relies on a hydrogeological evaluation to increase the raw water supply collection, improve raw water storage capabilities, identify source water protection areas, and implement a hydrological model to improve water supply resiliency.

A May 2021 preliminary water system evaluation conducted by RESPEC Company, LLC (RESPEC), suggested that optimization of the springs system, including source water protection, raw water capture, and transmission to the water treatment facilities, would help address the issue of raw water storage. Potential impacts of drought, future land uses, wildfire, and climate change could degrade the yield and quality of the raw water supply from the spring systems. Since March 2023, WWE has been working with the Town and RESPEC to complete an initial hydrogeological analysis of the springs, which was delivered in October 2025. While WWE has the in-house capability to perform the full scope of work identified in the SOQ, we have elected to partner with RESPEC to leverage their knowledge of the Town's water treatment and distribution system to optimize the use of the WaterSMART grant funding.

Our team members are outstanding experts in the precise areas of discipline required for this study: Gary Witt, Senior Hydrogeologist specializing in water resources project with an emphasis on geology and hydrogeology; Tom Dwyer, P.G., Senior Geophysicist, Geologist, and groundwater modeler with 39 years of experience; Wayne Lorenz, P.E. Senior Engineer for water and wastewater assignments, provides services to several municipalities in water systems, water quality, watershed management, and design and planning of treatment controls; myself and Rachel Pittinger, P.E., are leading experts in water rights on the Western Slope and Colorado at large.

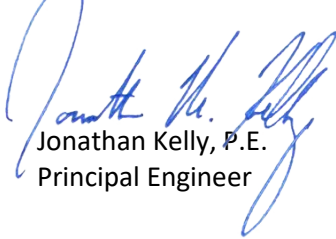
As WWE's senior project manager for the Town, I will lead this assignment by maintaining excellent communication with the Town, RESPEC, and WWE staff throughout project tasks and completing the project within the anticipated schedule and budget. Phase 2 of the hydrogeological study will be conducted by staff from our Glenwood Springs, Denver, and Durango offices and managed by myself out of Glenwood Springs. Our previous work on Phase 1 of this project and the breadth and depth of staff

Stefen Wynn, Town of Paonia
November 13, 2025
Page 2

qualifications make WWE the ideal firm to conduct this important study. Thank you for your consideration on this important project. This proposal is valid as of the date of its submittal.

Sincerely,

Wright Water Engineers, Inc.



Jonathan Kelly, P.E.
Principal Engineer

Attachment(s)/Enclosure(s)
Proposer Submission Checklist (Attachment C)

cc: Stefen Wynn, M.P.A.

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ATTACHMENTS

Attachment A: RESPEC Qualifications, Personnel, and Approach
Attachment B: Team Member Resumes
Attachment C: Proposer Submission Checklist
Attachment D: Proof of Insurance

Statement of Qualifications for WaterSMART Consultant, RFQ 2025-06

1.0 FIRM QUALIFICATIONS AND EXPERIENCE

1.1 About the Firm

Wright Water Engineers, Inc. (WWE) is an employee-owned and operated, full-service water resource, environmental, and civil engineering firm with offices in Denver, Glenwood Springs, and Durango, Colorado. The corporation was founded in 1961 and has a staff of approximately 50 people who work as senior level engineers, hydrologists, geologists, hydrogeologists, scientists, biologists, and chemists. WWE has 21 staff members who have been with the firm 15 years or longer, combining detailed planning with excellent customer service and project management. WWE is a water resources consulting firm that has been performing geological, hydrological, water rights, and water resources studies for municipalities and counties across the Western Slope of Colorado since 1961. During this time, WWE has established itself as the premier water resources engineering firm for innovative research and problem-solving.

WWE has strong experience working with and for the Colorado Water Conservation Board (CWCB). WWE has developed Water Efficiency Plans and Water Conservation Plans, performed design and construction of channels, and delineated floodplains for CWCB grants since the 1970s. Furthermore, team member Rachel Pittinger is a former CWCB project manager and is expert in CWCB policies and practices.

Phase 2 of the hydrogeological study will be conducted by staff from our Glenwood Springs, Denver, and Durango offices and managed by Jonathan Kelly, who is based in Glenwood Springs. Jonathan was the overall project manager for Phase 1 of the hydrogeological study and presented WWE's findings in January and October 2025. WWE is well qualified to perform a hydrogeological study for the Town of Paonia because of the firm's in-depth experience with groundwater and water resources planning and management, water rights, and water supply infrastructure. WWE has extensive experience in conducting large, complex, water resources projects with multiple stakeholders, including Phase 1 of this study for the Town of Paonia. As has been documented in WWE's Phase 1 report, the Town's collection of springs is complex; however, our work for the Town over the past couple of years has allowed us to develop a much better understanding of the factors affecting the yield of the springs. WWE welcomes the opportunity to build upon our Phase 1 work and move the Town closer to developing a firm water supply for its residents. The WWE team is proficient in water resources planning, groundwater resource development, and modeling in the region and in other over-appropriated basins.

WWE has performed planning and design of raw water collection systems, water storage tanks, pump stations, and potable water treatment systems. This work has included hydraulic modeling of raw water delivery systems in complex geological and geographical settings. Additionally, WWE has planned and designed spring boxes and/or infiltration galleries to address groundwater and alluvial water rights. The evaluation of whether these sources would be considered "groundwater under the direct influence of surface water" (GWUDI) was a common task in these projects. This work has included projects for the Town of Ouray, Durango-La Plata Airport, Highlands Presbyterian Camp, and others. WWE has planned and designed surface water intakes on streams and rivers for the City of Santa Fe, New Mexico; Red Sky Development near Wolcott; City of Glenwood Springs; Eldora Ski Area; Florida River Diversion (Durango); Wines Ditch on the Dolores River, and others. Many of our surface water intakes projects have included

diversion structures and restoration techniques on the streams that include such items as fish ladders and ecological habitat improvements.

1.2 Relevant Projects

Descriptions and references follow on five of our team's relevant projects. All the entities described below are long-term clients for which WWE continues to provide services.

1.2.1 Phase 1 Hydrogeological Study for Town of Paonia, Colorado



WWE recently completed a hydrogeological study related to the Town of Paonia's complex network of groundwater springs. The investigation involved field observations with Town personnel and consultants, background research of the hydrogeologic setting and previous engineering studies, installation of pressure transducers at select locations to collect flow data, and development of a hydrologic model.

An in-depth review of the water rights enabled WWE to focus on the German Creek Springs Collection System and the Old Original/Reynolds Creek Springs as high priority locations. A 2DR geophysical survey was conducted at selected spring sites on Mount Lamborn, revealing complex subsurface hydrogeologic conditions.

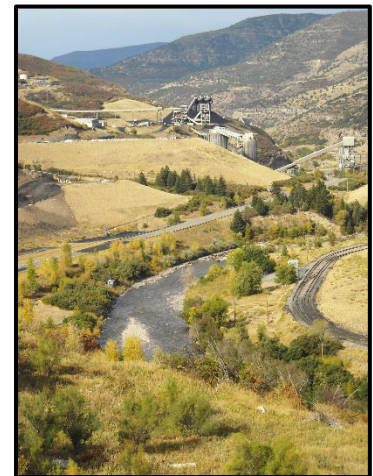
WWE personnel who have worked on this project include Jonathan Kelly, Gary Witt, Greg Wetherbee, Rachel Pittinger, Tom Dwyer, and Claire Vavrus.

Reference: [Stefen Wynn](#) | [Town Administrator](#) | (970) 527-4101 | StefenW@TownofPaonia.com

1.2.2 Mountain Coal Company Hydrogeologic Analysis

WWE has provided services to Mountain Coal Company at its West Elk Mine near Paonia since 1983. WWE has performed hydrogeological and subsurface evaluations for the mine for both water rights and mine inflow abatement purposes. For example, WWE performed non-tributary fault and spring analyses to determine the source of groundwater flows into subsurface vaults and developed alternatives for in-mine water management. WWE also implemented a seep monitoring program to quantify this groundwater.

Other WWE services to the mine have included annual hydrology reports, biannual subsidence reports, water rights services such as augmentation planning and administration, wetland delineation and permitting, and general water resources engineering and consulting. Through these activities, WWE has developed a strong understanding of the geology and hydrogeology of the region.



WWE personnel who have worked on this project include Jonathan Kelly, Gary Witt, and Rachel Pittinger.

Reference: [Chase Hyatt](#) | [Environmental Manager](#) | (970) 929-5225 | chyatt@archcoal.com

1.2.3 Eastern Adams County Metropolitan District Groundwater Supply



WWE has been working with the Eastern Adams County Metropolitan District (EACMD) to develop a groundwater supply for their residential developments near Strasburg, Colorado, since 1999. WWE has been involved in quantifying the Denver Basin groundwater underlying the property and assisting EACMD in obtaining approval of the use of that water for its domestic water supply needs.

WWE's services have included design, testing, and implementation of three Arapahoe Aquifer wells as the principal water supply for the system. In addition, WWE has assisted in obtaining a replacement plan to use an alluvial water supply well as a high-yield peaking supply with replacement credits provided by discharges from the regional wastewater treatment facility. WWE's involvement has included assisting EACMD with the evaluation of groundwater quality and appropriate treatment requirements.

WWE also performed Denver basin wellfield development including well drilling oversight, geophysical log interpretation, well design and completion, and aquifer test analyses. WWE provided guidance for well rehabilitation and supported an investigation of defective work. WWE also performed groundwater modeling to evaluate potential well yields to meet water demands and aquifer groundwater modeling of the wellfield to estimate long-term production.

WWE personnel who have worked on this project include Gary Witt, Rachel Pittinger, and Claire Vavrus.

Reference: Ryan Stachelski | Paul's Development East | (303) 371-9000 |
Ryan.Stachelski@paulscorp.com

1.2.4 Buena Vista Master Plan and Rate Study

WWE has assisted the Town of Buena Vista with its water resources planning and management since the 1980s. In 2021 and 2022, WWE assisted the Town with its water resources planning by developing a Water Resources Master Plan and conducting a Rate Study. The Town of Buena Vista has a strong portfolio of water rights with appropriation dates in the mid-1860s and other senior rights. Nonetheless, the Town continues to remain diligent in planning for drought conditions and growth impacts on the community. The Water Resources Master Plan provided a baseline for a subsequent Rate Study, both of which are aimed at keeping the Town well prepared for the future. Both work products were presented to and approved by the Town's Board of Trustees.

The Master Plan focused on the water resources of the Town with a primary goal of identifying the amount of water the Town's current water rights portfolio can legally and reliably supply and to provide



recommendations on how to manage and enhance the water resources portfolio to meet the Town's short- and long-term planning projections and goals. The scope of work included gathering data, compiling historic demographic information around population and single-family equivalent (SFE) data, summarizing water demand over the past decade, outlining the average-year and dry-year yields of the Town's current water rights, determining the maximum number of SFEs that can be served with the current water rights portfolio and potential timing based on various growth projections, and reviewing existing and proposed infrastructure capacity and constraints. Ultimately, WWE provided recommendations on how the Town can better meet future water demand with consideration of infrastructure based on current growth projections.

WWE personnel who have worked on Town of Buena Vista projects include Rachel Pittinger, Gary Witt, and Claire Vavrus.

Reference: Shawn Williams | Public Works Director | (719) 581-1049 | bvpwdir@buenavistaco.gov

1.2.5 Buena Vista Wells Nos. 3 and 4 – Planning, Development, and Construction

In 2020, WWE began working with the Town of Buena Vista on the development of Well No. 3. WWE provided engineering services to the Town for design and construction of this Arkansas River alluvial aquifer well, pumped for irrigation and municipal use within the Town. This well has the most impact in the southeastern part of the Town. The additional water supply source is located within the Town's lower zone and will help address future water demand. Additionally, WWE identified the need for Well No. 4 planning, development, and construction. Planning and water efficiency is part of the Town's approach for wells development.



WWE personnel who have worked on Town of Buena Vista projects include Rachel Pittinger, Gary Witt, and Claire Vavrus.

Reference: Shawn Williams | Public Works Director | (719) 581-1049 | bvpwdir@buenavistaco.gov

2.0 PROJECT TEAM AND KEY PERSONNEL

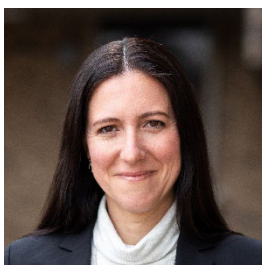
WWE's team members are outstanding experts in the precise areas of discipline required for this study. The roles of this multidisciplinary team of professional engineers and geologists who have extensive experience in the fields of hydrogeology, geophysics, hydrologic modeling, water rights, and wildfire hydrology, are shown on **Figure 1**. Brief qualifications of the project team members who would be tasked with helping solve Paonia's water supply challenges are provided below, with resumes available in Attachment B.



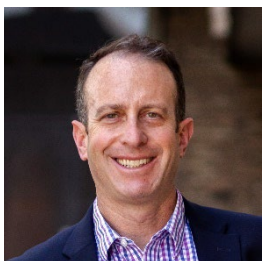
Jonathan Kelly, P.E. is a Principal Engineer and Chief Financial Officer of WWE who has managed the Glenwood Springs office for the last 24 years. He has over 32 years of experience in water resources engineering and will be the overall project manager. He worked closely with the Town on the Phase 1 hydrogeological study, serving as project manager and senior principal water resources engineer. Jonathan has experience in water supply and water rights engineering, hydrologic analysis of groundwater and surface water systems, water quality evaluations, application of best management practices (BMPs), and sizing of stormwater facilities. Jonathan has represented the West Elk Mine with water rights engineering and is a highly respected Western Slope water resources engineer. Approximately 15% of Jonathan's time will be available for this project.



Wayne Lorenz, P.E. is WWE's Vice President of Public Works Engineering and has about 45 years of professional engineering experience, including project management. Wayne provides services to several municipalities and water districts, meeting the needs of those entities in water supply, water treatment, and water distribution. Wayne's experience includes potable water systems, water quality, watershed management, and design and planning of treatment controls for water resources projects. He is WWE's Chief Engineer for water and wastewater assignments. Approximately 10% of Wayne's time will be available for this project during the applicable phase(s).



Rachel Pittinger, P.E. is a senior water resources engineer with over 25 years of water resource engineering experience, including five years working for the CWCB as a Project Manager, successfully leading construction and water rights projects under the CWCB funding programs. Rachel's water resources engineering experience includes projects related to water supply and planning, water rights investigation, water rights valuation, water rights operation modeling, watershed modeling and planning, funding, and technical evaluation related to water supply projects and construction management. Approximately 15% of Rachel's time will be available for this project during the applicable phase(s).



Noah Greenberg, PWS has an M.A. degree in ecology and 17 years of wetland and water resources experience in Colorado. He has managed and performed wetland delineations and CWA 404 assessments for hundreds of projects, most of which have been in Colorado. Noah has developed input on wetland regulations on behalf of regulatory agencies (including tribal and municipal governments). He supports a tribal natural resources department in reviewing permit applications, observing project compliance with permit conditions, and inspecting restoration

and mitigation areas relative to performance standards. Noah is an expert in navigating compliance with the National Environmental Protection Act (NEPA), which is often triggered by activities on federal lands. Approximately 15% of Noah's time will be available for this project during the applicable phase(s).



Hayes Lenhart, P.E., CPESC is a senior engineer with 16 years of experience who specializes in hydrology, watershed modeling, stormwater management, water quality, and design and construction projects. Hayes has been with WWE since 2009 and has been the lead technical staff member for various municipal and hydraulic analysis projects, including water supply development for the Town of Crested Butte. Additionally, Hayes was a lead reviewer for data and documents related to the development of the Illinois River total maximum daily load (TMDL) HSPF model and supported multiple watershed management plans.

Approximately 10% of Hayes' time will be available for this project during the applicable phase(s).



Thomas Dwyer, P.G. is a senior adjunct geologist with over 40 years of experience in geophysics for the purpose of characterizing the subsurface flow of water through fractured bedrock and groundwater modeling to help solve complex groundwater problems. He has completed over 300 hydrogeologic and hydrologic investigations. Mr. Dwyer is experienced with the most current tools and techniques for water resources exploration using geophysical methods, particularly very-low-frequency electromagnetics (VLF) and two-dimensional resistivity (2DR) profiling for locating water-bearing bedrock fracture zones.

Approximately 25% of Tom's time will be available for this project during the applicable phase(s).



Greg Wetherbee is a senior scientist with over 41 years of experience with expertise in flow measurement, data quality assurance, water quality, and watershed investigations. Greg has returned to WWE after completing a 29-year career with the U.S. Geological Survey (USGS) Water Mission Area, where he served in several project and program management roles. Greg has previous experience with several sectors, including land developers, agricultural producers, mining companies, and the former Rocky Flats Nuclear Weapons Facility, where he worked for 12 years before he rejoined the USGS. Approximately 20% of Greg's

time will be available for this project during the applicable phase(s).



Gary Witt, P.G. is a senior geologist and hydrogeologist who has worked extensively on the Western Slope with geologic and water resource evaluations for over 30 years and will be providing geological assessment, delineation, and senior project review. He has worked on water resources projects with particular emphasis on geologic and hydrogeologic issues including water rights analysis (surface and groundwater), water supply, water management, water quality issues, permitting, groundwater investigations, and well design and installation. Approximately 10% of Gary's time will be available for this project during the

applicable phase(s).



Claire Vavrus, P.E. is a staff water resources engineer with an M.S. degree in geology and four years of professional experience in the fields of hydrogeology, water rights, and post-wildfire hydrology. Claire will be providing project support in data acquisition, data processing, fieldwork, mapping, and report preparation. Claire also has experience conducting geophysical surveys on groundwater resource development projects in alpine areas. Approximately 20% of Claire's time will be available for this project during the applicable phase(s).

Resumes for WWE and RESPEC personnel are provided in Attachment B.

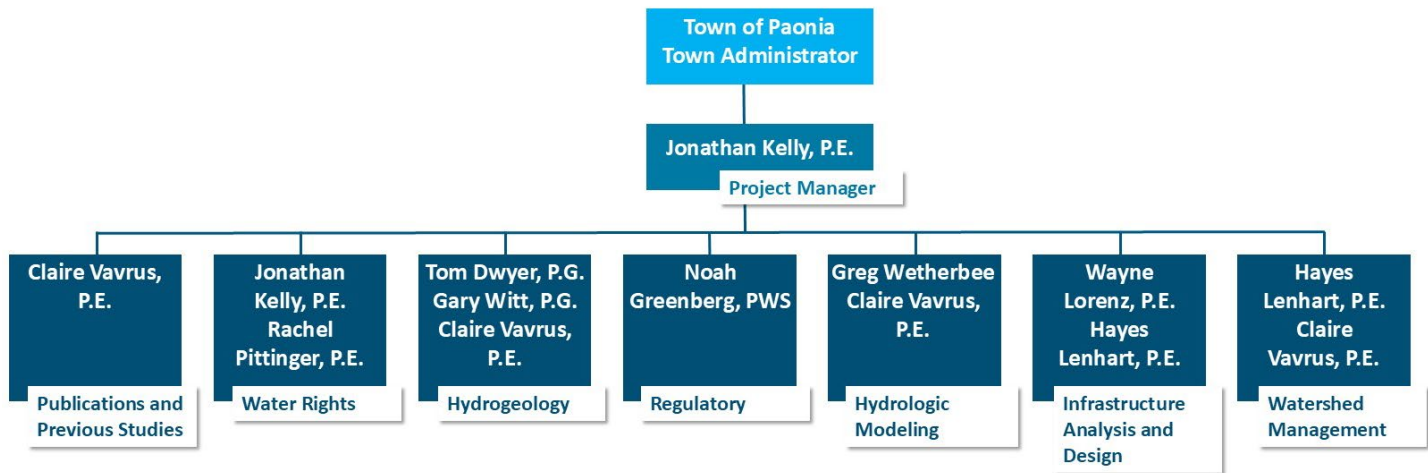


Figure 1. Organizational Chart for WaterSMART Consultant for Town of Paonia

3.0 PROJECT UNDERSTANDING AND APPROACH

WWE anticipates this work to be a multiphase project working closely with RESPEC Company, LLC (RESPEC) and Paonia water operations staff. The tasks identified below as Tasks 1 through 3 are considered Phase 2 work in continuation of Phase 1, completed in 2025.

WWE understands Paonia water rights include 13 spring collection units, over 20 miles of raw water supply pipelines, one reservoir and dam, two water treatment facilities, and three water storage tanks (Figure 2). The springs systems are challenging because the water supply is derived from groundwater recharge from snowpack and precipitation within the Mount Lamborn and Landsend Peak basins. The raw water supply is transmitted through talus and rock glacier deposits and, due to the underlying impermeable Mancos Shale, the springs surface at locations where the Town has historically collected the raw water supply. During certain times of year, the flow exceeds the spring collection box capacity and results in “spilled” water; while at other times of year, the spring flow diminishes and impacts the raw water supply. There is presently limited raw water storage for the spring flows during higher flows requiring demands to be primarily satisfied by the seasonal yield of the spring collection system. In addition, the Lower Treatment Plant is currently not in operation, so the springs that supplied water to that plant are not able to help meet the Town’s demand. The Town was forced to implement a tap moratorium in 2020, due to the uncertainty with being able to provide a firm water supply.

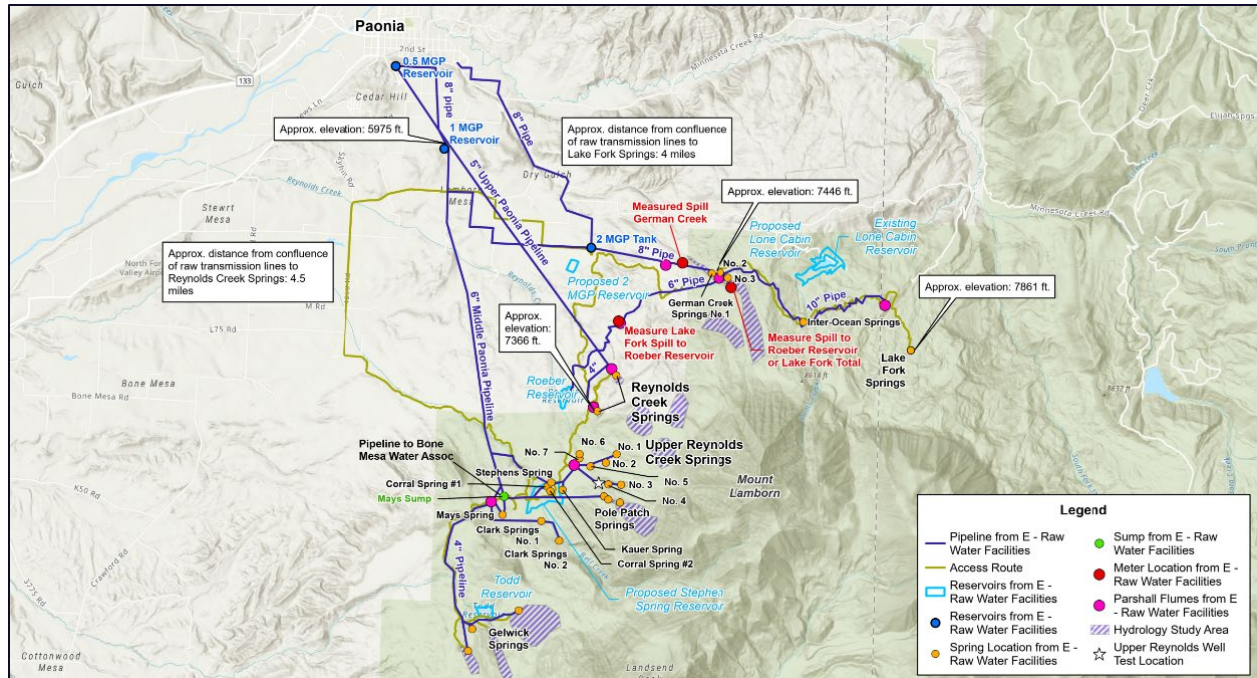


Figure 2. Town of Paonia Spring Systems Overview Map

3.1 Task 1 – Outreach and Partnership Building

WWE will partner with RESPEC on outreach and partnership building. RESPEC'S project understanding and approach is included in Attachment A.

WWE will participate in stakeholder meetings related to the preliminary findings, spring monitoring program, quantitative results, and identification of objectives for the Spring Redevelopment Plan (SRP), either in person or using video conference calls. Receiving input from the Town's water staff is valuable because their firsthand and extensive knowledge of the area and the spring systems should inform the hydrogeological study processes. WWE believes the hydrogeologic study is an important piece of information that will help define the design considerations of the SRP and is critical for the success of the Capital Improvement Plan.

WWE proposes to work with RESPEC to identify, catalogue, and reach out to community water users and land managers associated with the Town's water resources to construct a detailed understanding of how these entities use and affect the Town's water supply. This work will begin by developing a concise communication and outreach plan to gather the information through various means in partnership with key Town employees. Public meetings, such as community gatherings and focus groups, will be predicated on receptiveness and commitment of residents, businesses, and managers to ensure that such meetings are productive and cost effective. Although in-person discussion may be preferred, virtual meetings will be presented as options to save time and budget on the project. WWE prefers to not use social media for outreach as it may invite unintended miscommunication.

Results of the outreach efforts will be entered into a database that includes:

- Contact information for each entity engagement,
- Dates of meeting attendance or one-on-one discussions,
- Concerns communicated and other information obtained,
- Any commitments made by the Town, and
- Documentation of any replies or resolutions between the Town and each entity.

Information gathered will be summarized in the Water Strategy Document (Task 3) to document the results of outreach activities and how they will affect the planning process for the Town.

3.2 Task 2 – Scoping and Planning Activities

3.2.1 Technical Analyses

3.2.1.1 Phase 2 Hydrological and Hydrogeological Investigation

As highlighted in the Phase 1 Hydrogeological Investigation, the highest priorities for enhancements to the Town of Paonia collection system are in the Lake Fork, German Creek, and Reynolds spring systems. Phase 2 of the hydrogeological investigation will draw upon the results of Phase 1 and includes the following objectives:

1. Work with the Town and RESPEC to incorporate data from planned climate station(s) and flow monitoring stations to refine the hydrologic model/water balance developed in Phase 1;
2. Continue to work with Town staff to collect pressure transducer data at the various spring collection locations and perform field investigation to better understand the hydraulics of the system to allow for improved conversion of the field readings to flow data;
3. Develop a framework for correlating local precipitation and climate data with recorded flow data to understand the anticipated yield and timing of spring flows, which will enable evaluation under future climate change scenarios;
4. Identify locations where new water sources might be developed and infrastructure improvements can be implemented and evaluate the potential for additional water availability within or near each spring system;
5. Improve spring flow monitoring and design a cost-effective monitoring system that maximizes the quantity and quality of data collected for water monitoring and management; and
6. Evaluate infrastructure improvements and determine costs for installation and operation of new water-collection system components.

In Phase 1, WWE prioritized the Lake Fork, German Creek, and Reynolds Springs for field work. Incorporating other watersheds into the model may be accomplished in Phase 2 as resources allow.

WWE's proposed methodology for Phase 2 would be to:

- **Draw upon data collected in Phase 1 to develop a framework for correlating local precipitation and climate data with recorded flow data to help forecast raw water availability and subsurface**

flow system timing. This investigation would continue to develop a better understanding of how to manage the raw water resources and anticipate reduced flows from the springs. While completing Phase 1, WWE developed an important understanding of the complexities of creating comprehensive, basin-specific hydrologic model for the spring systems. For example, to create a basin-specific hydrologic model, a more precise delineation of the drainage areas for each spring is necessary. In Phase 1, WWE documented that for many of the springs, the subsurface drainage basins are not represented by surface drainage basins which is likely due to the subsurface topography of bedrock below talus that drains the steep terrain. Additionally, results of the 2DR geophysical survey in Phase 1 demonstrated that components of the subsurface flow are likely occurring at depths greater than 30 feet, creating further complications for quantifying the water available to develop to feed the Town's gravity-fed system. Thus, WWE feels a more empirical data-driven approach to the hydrologic model may be a more feasible way for the Town to understand and anticipate annual spring flows.

- **Conduct a field investigation to validate the results of the Phase 1 2DR geophysical survey and identify potential locations for additional spring water development.** WWE proposes to conduct the field investigation using an excavator to dig for and expose the shallow saturated zones identified in the 2DR geophysical survey to verify the existence and flow of water. WWE staff will ensure that the investigation is NEPA compliant and will coordinate access to the proposed sites with Town staff.
- **Refine existing and develop improved water-monitoring techniques, equipment, and protocols to enhance monitoring of the spring system and provide reliable and complete hydrologic monitoring records.** WWE proposes to field-verify measurements and other hydraulic parameters at the spring collection boxes to improve the spring flow estimates calculated using the pressure transducer data. Additional spring flow data collected at the improved monitoring locations designed by RESPEC as a part of the Capital Improvement Plan will also be incorporated into the spring flow records used to calibrate pressure transducer data, inform the hydrologic model, and understand the Town's existing raw water spring collection system.
- **Use the modeling results, Phase 1 results, and additional field exploration to evaluate options and develop associated high-level cost estimates for future water-development** (i.e. not detailed or sufficient for construction).

3.2.1.2 Refinement of Existing Data-Collection Protocols

WWE proposes to continue to work with Town Public Works personnel and RESPEC to improve the spring monitoring protocols. In the implementation of the pressure transducer monitoring program over the past year, WWE identified opportunities to improve data collection, processing, and archival methods. These improvements include more regular site visits to download pressure transducer data and incorporate additional field measurements and observations that can be used to calibrate the dataset. These additional measures will also be beneficial to maintaining robust records at the new flow monitoring locations designed by RESPEC as a part of the CIP. WWE will identify and prioritize additional spring collection sites to be monitored, and techniques/technologies will be evaluated for each station and implemented to give adequate additional resources for equipment from cooperative efforts with governmental entities or various stakeholders or purchased through additional grant funding.

3.2.1.3 Evaluation and Prioritization of Monitoring Needs – Locations / Data Types

WWE proposes to evaluate data-collection needs for the hydrologic models and for the Town's water operations. In Phase 1, autonomous pressure transducers were installed at each of the spring collection wells for Lake Fork Spring, Upper German Creek Spring, Lower German Creek Spring, the German Creek Splitter Box, and Reynolds Spring. In Phase 2, WWE proposes to identify, prioritize, and implement monitoring at additional sites to capture more complete monitoring of the collection system. WWE will evaluate the types of information presently collected by the monitoring system (e.g. flow in spring collection system) and identify opportunities to add complementary types of data (e.g. meteorology, continuous water-quality parameters) to enhance understanding of the hydrologic systems in each watershed where the Town is collecting water.

3.2.1.4 Evaluation of Equipment and Costs

Long-term data collection in the watersheds will be beneficial to the Town to understand how current water resources are responding to a changing climate and other natural and anthropogenic changes in the watersheds. WWE will look for ways to meet evolving monitoring needs of the Town. For example, the remoteness of the collection network clearly makes data-telemetry desirable, but WWE understands that powering telemetry is logistically and financially problematic. Nonetheless, opportunities, equipment, and costs for incorporating data-telemetry at additional monitoring locations will be revisited. More sophisticated flow-monitoring equipment, which would also require power improvements, will also be evaluated. New data acquisition platforms such as meteorological stations, water-quality probes, and a Global Positioning System (GPS) device will be evaluated to enhance the Town's existing data collection and monitoring network. Equipment costs will be obtained for review and consultation with the Town.

3.2.1.5 Acquisition and Installation of New Instrumentation

If resources are available for new instrumentation, WWE will be available to help select and install the instrumentation in the field. WWE proposes to assist in installation of instrumentation at the earliest possible dates when weather and surface conditions permit. WWE will work with Town staff and others as approved by the Town to realize cost savings.

3.2.1.6 Equipment Operation, Maintenance, and Training

WWE understands that effective, long-term operation and maintenance of the hydrologic spring monitoring system and other instrumentation require written procedures for equipment operation and maintenance and cross-training of Town personnel. WWE will work with Town staff and others as approved by the Town to ensure that several people are trained in operation and maintenance of the monitoring system and other instrumentation the Town acquires.

3.2.1.7 Hydraulic Analysis of the Raw Water Collection System

Working with Town staff, WWE will perform field investigations to GPS-locate (horizontal and vertical coordinates) the raw water collection system infrastructure. WWE will document key aspects of the pipelines such as alignment, diameter, material, and condition. We understand that some of this work may have already been performed, in which case WWE will add to the existing GIS database. The information will be used to develop a hydraulic model of the pipeline system to evaluate system capacities and identify "bottlenecks" in the system.

3.2.1.8 Data Management and Quality Control

The spring systems monitoring program continues to measure and record the flows to understand spatial and temporal changes to the springs. WWE will continue to perform processing and quality review of the monitoring datasets for analysis and production of report-quality contents. Processed data in final form will be permanently archived in an MSAccess database for long-term storage and protection. This will build on the platform that the Town and RESPEC have already developed (Attachment A).

3.2.1.9 Review of North and Smith Fork Wildfire Ready Action Plan (WRAP)

WWE can assist the Town with reviewing the wildfire risk and project recommendations identified in the North and Smith WRAP to understand the risk to the springs and potential mitigation solutions. WWE will evaluate whether it is prudent to update the 2010 Source Water Protection Plan (SWPP) and have the updated plan integrate the WRAP findings.

3.2.2 Water Marketing and Rights Analyses

WWE is a national leader in water rights. WWE already has an extensive list of adjudicated water rights in the North Fork basin, which will be reviewed and enhanced to evaluate rate studies and environmental considerations for potential Town infrastructure improvements. A comprehensive picture of how water rights affect the Town's planning will be presented in the Water Strategy Document (Task 3). The list will be transmitted to the Town for its use in securing legal entitlements. Refer to Attachment A for RESPEC's approach to the rate study analysis.

3.2.3 Legal and Institutional Requirements

WWE proposes to research permits, compliance obligations, and other agency-mandated and institutional requirements related to water resources projects for the Town. WWE proposes to prepare a list and catalogue specific requirements in a database table for future Town use. The information gathered will be presented and used for planning analysis in the Water Strategy Document (Task 3).

3.2.4 Decision Support Tools

WWE proposes to evaluate the current water-related, data-collection systems for the Town's water supply, including key aspects of the Water Treatment Plant (WTP) supervisory control and data acquisition (SCADA) software and metering systems. WWE proposes to provide recommendations for improvements to any identified weaknesses in these systems. WWE proposes to build decision support tools based on the results of the Phase 1 Hydrogeological Study and the water balance developed for the spring-water collection and delivery network. Results from this task will be summarized in the Water Strategy Document (Task 3). Refer to Attachment A for RESPEC's approach to SCADA software implementation.

3.2.5 Project Alternatives

Based on the results obtained from the field assessments, technical analysis, and outreach, WWE proposes to create a matrix of prioritized, practical project alternatives that the Town might implement to optimize its water-supply needs for the future.

Examples might include:

- Working with various local communities to promote water conservation and improve existing yields,
- Options for increasing raw water storage capacity,
- Finding and repairing key areas where collected spring water might be lost in transit to the WTP,
- Identifying and installing new water-collection infrastructure (e.g. spring boxes) to increase yields during low-flow seasons,
- Evaluating options for connecting infrastructure and transporting water from the springs feeding the lower plants, and
- Options for increasing WTP treatment and storage capacity.

WWE will provide high-level cost estimates (i.e. not detailed for construction) for comparing and prioritizing the alternatives. Compliance and community considerations will be discussed with the Town to ensure that project prioritization meets with the Town's long-range planning and financial status. Conceptual schedules (not containing actual dates) will be prepared for each project to give the Town needed decision-making information for the future based on present-day requirements and costs. Information for this task will be summarized in the Water Strategy Document (Task 3).

3.3 Task 3 – Water Strategy Document

3.3.1 Outreach Summary

As part of this task, WWE will identify stakeholders and summarize any input received. The Town staff will engage with local decision-makers to ensure that they feel included and have awareness with the project purpose and planning approach. This project does not involve any legal water rights transfer or any change of use by the Town. The Town will compliment other planning efforts, including Colorado's Water Plan, which specifically identifies integrating water and land use planning, monitoring, water efficiency planning and implementation, any future needs for efficiency evaluation and lessons learned.

3.3.2 Statement of Problems and Needs

Colorado's Water Plan addresses the possibility of significant water supply shortfall within the next few decades. These shortfalls will be felt across all sections, and are exacerbated by population increases, drought and regional aridification. In the municipal sector, modeling shows a gap will emerge unless strategies like conservation, water reuse, and integrating water and land use planning are implemented. The gap's size will vary depending on future growth, climate conditions, and the success of these proactive measures. Identifying alternative approaches to the current water system uses and storage potential may support the limited water available and may allow for maximum utilization of the water resources.

3.3.3 Project Opportunities and Alternatives

This document will consolidate the Town's existing studies and elements including land use, and future land use, water infrastructure, economic development, outreach and partnership building, scoping and planning activities, assessments, modeling and testing and development of water strategy plan.

The results of this work will be provided in a water strategy plan document.

This document will describe:

1. Stakeholder involvement and support;
2. Findings from the activities support in Phase 1 of the grant (assessment, analysis, modeling and testing;
3. A description of ongoing monitoring and evaluation;
4. Implementation plan description; and
5. Next steps which may include pilot projects, follow on testing and evaluation, system efficiency evaluation, and lessons learned.

3.3.4 Implementation Strategy

Evaluation and identification of reduced water deliveries from unknown and known losses or inefficiencies is an important strategy. Identification of the higher water producing wells and more efficient wells will be part of this effort. The activities associated with this plan will address municipal water shortfalls by optimizing the application of the water supplies that will lead to improvements with drought resiliency and will create sustainable water management strategies. These strategies and mechanisms for optimization and improvement will also allow better integration with land use and water management outcomes. Environmental objectives described in the Town's technical reports could also be achieved through more efficient application of water supplies.

3.3.4.1 Storage Alternative

"The spring-fed municipal water system needs extensive repair, from restoration of the watershed itself to the treatment plants and the elaborate networks of pipes and valves that deliver water into and around Town. In 2019 the Town suffered a critical water supply issue that was exacerbated by the fact that "the lower treatment plant and 1-MG storage tank were not in service during this event [thus making] half of the Town's raw water supply, half of its treatment capacity, and 33% of its finished water storage capacity unavailable to support demand during the emergency" (Comprehensive Plan, 2025).

Aligning with the water infrastructure policies and assessing the water supply, redundancy has been described as a high priority to the Town's system in prepared plans. Specifically, the Town's plan to prioritize a long-term water infrastructure development plan to include water supply, storage, and treatment options. These elements will provide flexibility and adaptability to address the current water supply source. The Water Capital Improvement Plan has highlighted these important issues and include consideration of a raw water storage facility. Evaluation will be conducted on developing redundant water storage systems as part of a multifaceted strategy for improving water supply reliability and drought resilience.

3.3.4.2 Pipeline/Pump Station Alternative

Aligning with the infrastructure policies and assessing the water treatment system, redundancy has been described as a high priority to the Town's system in previously prepared reports. The Water Capital Improvement Plan has highlighted these issues, and WWE will include considerations made regarding the pumping facility.

3.3.4.3 *Water Rates Increase alternative*

The Town of Paonia increased water rates in 2024. It is likely that an updated rate study will be performed by RESPEC and potentially result in additional rate increases. These anticipated rate increases would be applied to secure additional funding and support implementation the Water Capital Improvement Plan.

3.3.4.4 *Green Infrastructure alternative*

Consideration and assessment of natural elements and spaces are part of the Town's planned growth, development, and community infrastructure maintenance. Green infrastructure can be applied and provide benefits such as rainfall/runoff and stormwater reduction, carbon capture and storage, heat island effect reduction, and provide an overall enhancement to the environmental quality. WWE will assess the benefits of this type of alternative and specific elements of green infrastructure.

3.3.5 *Lessons Learned*

This water strategy plan, similar to Colorado's Water Plan, will emphasize flexibility, conservation, and collaborative solutions. It will recognize that climate variation and population growth are straining water supplies and calls for a balanced, integrated approach across multiple areas. This plan's goal will be to coordinate efforts in multiple areas including agriculture, community, development, federal programs, and watershed health to create a sustainable water future for people and the environment.

3.4 Task 4 – Project Management

Project management would be facilitated by some of WWE's most senior and experienced staff members. Jonathan Kelly would be the lead project manager handling day-to-day project operations including coordination with Town staff. Jonathan will be assisted by project engineers and scientists to coordinate with Town Staff and Town contractors, such as RESPEC on data-collection and field-work operations. Jonathan will also refine project scope depending on challenges or when new important data and information become available, assigning tasks to WWE staff members, and managing the budget weekly. Jonathan Kelly and Rachel Pittinger will coordinate regularly because of their vast experience with Western Slope water resources and management of CWCB grant-funded projects.

4.0 QUALITY ASSURANCE AND COMPLIANCE

4.1 Deliverables

WWE strives to provide effective project management and quality control on all our projects. To ensure a project is delivered successfully, we will hold ourselves to the schedule and budget agreed upon. This includes being prepared for all meetings and clearly communicating action items. WWE will also hold internal meetings as needed to ensure project staff understand deliverable content and deadlines and have available time to complete action items. WWE project managers monitor project budgets continuously and provide monthly invoices with a description of tasks completed. In the unexpected event that modifications to the project schedule or budget may be necessary, the WWE project manager will convey that information to the Town project manager as soon as possible and discuss potential solutions.

WWE employs an internal project management system for tracking project progress relative to schedule and budget. Project tasks will have identified "milestones" that are associated with targeted dates, budget

spend, and work products. These milestones will also reflect opportunities for Paonia’s review and input on the task. These milestones will provide the WWE team and the Town with opportunities to revisit and revise the task’s approach as needed based on initial findings and discussions.

4.2 Bureau of Reclamation WaterSMART Reporting

WWE understands the federal procurement for a WaterSMART grant generally requires adherence to federal cost principles, using specific forms and requires compliance with regulations for projects involving construction or ground-disturbing activities, financial reports with expenditures, detailed budget and timeline and information on how the project achieved its goals. Key requirements include the Town’s registration in the System for Award Management (SAM) and following the Town’s own procurement policies. WWE will support any other specific, project-based requirement such as environmental and cultural resource compliance.

Progress reporting milestones will include quarterly and annual progress and expenditure documentation. These are typical milestones that may include the project’s financial data, compliance information, project performance, impacts, community benefits, and next steps. Summaries on final project outcomes and benefits will be detailed in the final report. WWE values the process of exchanging information, ideas, thoughts, and data effectively. Clear and regular communications between the Town, identified stakeholders, and WWE will be essential keeping the project on time and budget.

4.3 Technical and Research Quality Control

Quality assurance and quality control is grounded in WWE’s peer review system. “Work product” is not “WWE work product” unless it has gone through the peer review process. At the inception of an assignment, the project manager, principal-in-charge, and the lead project engineer meet to discuss the overall approach to the project, desired objectives, and schedule. During the execution of the assignment, critical questions that cannot be resolved by the project manager and lead project engineer will be assessed by the principal-in-charge. When the final work product is at an advanced draft stage, the peer reviewer will once again meet with the project manager to review the assignment and deliverable(s). Peer reviewers at WWE use a standard form throughout the assignment, and all documentation of peer review meetings or comments is kept with the project file.

The WWE team strives to provide outstanding client service. For us, success on a project would only be achieved if we exceed the Town’s expectations for clear and timely communications, responsiveness to feedback, accountability for schedule and budget, and compliance with the Town’s contracting and business policies. The WWE team will strive to fulfill the Town of Paonia’s goals, and we are eager to receive client feedback.

5.0 SCHEDULE AND AVAILABILITY

As referenced in Section 2.0, WWE has the personnel and staff availability to ensure timely completion of project milestones based on the updated schedule pending approval by the Town and U.S. Bureau of Reclamation (USBR).

Table 1. Anticipated Schedule

Project Milestones (Pending USBR Schedule Update)	
Environmental and cultural compliance for field activities	Nov 2025 – Mar 2026
Communication plan and stakeholder outreach	Mar 2026 – May 2026
Brush clearing and field activities	Apr 2026 – Aug 2026
Technical analyses (hydrology, hydraulics, water modeling, watershed assessment)	Apr 2026 – Aug 2026
Water rights analyses	Mar 2026 – Jun 2026
Legal and institutional requirements research	Mar 2026 – Aug 2026
Decision support tools analysis	Jul 2026 – Aug 2026
Comparison of project alternatives and final project list	Sep 2026 – Dec 2026
Stakeholder review and input	Jan 2027 – Mar 2027
Draft Water Strategy submitted to Reclamation	Jan 2027 – Mar 2027
Final Water Strategy document	Apr 2027 – Sep 2027

6.0 REFERENCES

Refer to Section 1.2 for a list of relevant projects with references.

7.0 OTHER REQUIRED INFORMATION

Proof of insurance is included in Attachment D.

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ATTACHMENTS

Attachment A: RESPEC Qualifications, Personnel, and Approach

FIRM QUALIFICATIONS AND EXPERIENCE

RESPEC Company, LLC (RESPEC) has served the Town of Paonia with passion and commitment since 2020. Our history of working with the Town of Paonia and with other Colorado mountain towns makes us feel especially qualified to deliver an implementable Water Strategy that serves for decades to come.

Established in 1969, RESPEC provides client-focused consulting services, delivering client-oriented solutions to complex challenges for private and public clients. RESPEC has over 125 Professional Engineers (PEs), a team of scientists, and a robust design and technical support staff. Our collaborative approach fuels the inspiration and innovation that drive our projects.

RESPEC has grown to include 700+ employees and seven market sectors: Water, Data & Technology Solutions, Mining & Energy, Land Development Services, Facilities, Transportation, and Solid Waste Management. These dynamic teams are intentionally integrated, promoting creativity and accountability.

RESPEC’s presence extends across Colorado with offices in Grand Junction, Ouray, Loveland, Denver, and Colorado Springs. Over the past 30 years, our Colorado Municipal Water and Wastewater Group has successfully completed more than 1,500 projects in water resources and watershed planning, modeling and management, and water and wastewater infrastructure planning, design, and construction. Our group is eager to continue to provide these services for the Town of Paonia.

Project Team: This Project will be managed out of our Colorado Springs office with Principal Engineer Doug Schwenke serving as the Town’s Principal point of contact. In addition to technical expertise, RESPEC is intentional on how project teams are assembled to ensure project success. Ensuring project success in the event any personnel are unavailable because, well, life happens is critical. Our project teams are built around redundancy at all levels of responsibility and intentionally match project team members with complimenting skillsets. This approach is especially valuable on longer-term projects where institutional knowledge is paramount.

Project Partnership: RESPEC proposes to partner with Wright Water Engineers, Inc. (WWE), Mountain Peak Controls, and Roop Construction. RESPEC’s client-focused approach allows it to welcome partnerships with other firms where outside expertise best serves the project and client. RESPEC doesn’t lead with ego, it leads with curiosity and a commitment to technically sound and financially sustainable solutions.

The Town of Paonia can rely on RESPEC to provide a clear, strategic plan that ensures its water systems remain reliable, efficient, and compliant. RESPEC affirms that there are no pending plans or intentions to sell, merge, or otherwise alter the company’s ownership structure. RESPEC remains committed to maintaining its current corporate status and operational continuity for the foreseeable future.

WHY RESPEC?

- ✓ **4+ Years working with Town of Paonia:** Institutional knowledge of existing water systems including ongoing GIS database management, CIP Phase I development, and preliminary CIP Phases II and III conceptual planning.
- ✓ **30+ Years in Colorado:** Proven track record working in the state’s most challenging and remote environments.
- ✓ **Specialized Water Expertise:** Decades of experience in mountain terrain watershed management, cold-climate collections, and distribution including arctic pipe design.
- ✓ **Strong AHJ Relationships:** Deep familiarity with EPA, USACE, FEMA, DWR, and CDPHE permitting and compliance pathways.
- ✓ **Local Presence:** Engineers across five Colorado offices, able to provide rapid response and on-the-ground support.
- ✓ **Employee-Owned Commitment:** 100% employee-owned, ensuring accountability and dedication to client success.
- ✓ **PACT Core Values:** Passion, Accountability, Caring, and Teamwork drive how we deliver every project.

RESPEC WATER & WASTEWATER

	Water Rights		Water Pumping		Regulatory and Compliance
	Master Planning		Wastewater Treatment		Grants & Funding
	Water Storage		Wastewater Collection & Pumping		Construction Management
	System Modeling				

FIRM QUALIFICATIONS AND EXPERIENCE

RESPEC offers the following example projects in support of its qualifications and experience. RESPEC has navigated a variety of state and federal permitting agencies and funding mechanisms to see these projects through to completion. This includes support for the Town of Paonia's successful application for a WaterSMART grant.

1. Town of Paonia, Paonia, CO. 2020-Current
Capital Improvement Plan – Phase I
Nicki Poulos, Public Works Director, 970.527.4101

RESPEC partnered with the Town of Paonia in 2020 on a wholistic water system evaluation. This comprehensive effort included delving into the Town's water rights, raw water spring collection system, water treatment, storage, and distribution infrastructure as well as operations and asset management strategies. In addition to near-term recommendations to support operations and maintenance, RESPEC developed a dynamic InfoWater Pro model of the Town's water distribution system and began working with Town Staff in conceptualizing Capital Improvement Plan (CIP) – Phase I, which addresses infrastructure improvements most critical to sustaining water service to the existing service area. In October 2023, RESPEC began working on preliminary design, environmental and cultural investigations, and project funding from the Colorado's Drinking Water Revolving Fund (DWRf). RESPEC helped secure a \$300,000 design and engineering grant through the DWRf and a low-interest loan with principal forgiveness that funds the entirety of CIP-Phase I.

CIP-Phase I funding supports raw water spring metering improvements, improvements to an existing 2.0-million gallon (MG) finished water storage tank and almost two miles of critical water distribution infrastructure. A 20-year rate study accounted not only for CIP-Phase I improvements but future CIP efforts that have been given preliminary prioritization based on the results of the 2020 Water System Evaluation and ongoing general engineering support. Moreover, RESPEC helped solicit engineering services for a hydrogeological study of the Town's complex raw water spring collection system, understanding that future CIP efforts will be especially challenged by financial limitations and a variety of risks that warranted more detailed investigation. RESPEC's partnership with WWE preserves institutional knowledge of the hydrogeological study and facilitates effective collaboration to develop practical solutions. RESPEC has built an intimate understanding of the Town's existing water infrastructure, established relationships with Town staff and are committed to developing a sustainable water system for the Town of Paonia.

2. City of Gunnison, Gunnison, CO. 2021
Water System Master Plan
Peter Rice, Public Works Director, 970.641.8322

RESPEC was entrusted with completing a comprehensive water system master plan for the City of Gunnison, Colorado. This ambitious effort encompassed the evaluation of all supply sources, in-depth modeling of the water storage and distribution system, and assessing future City needs, including identifying a new water supply source. To facilitate this complex modeling effort, RESPEC used InfoWater Pro, an advanced GIS-based network modeling system. The distribution modeling component of the project involved a range of analyses, including comprehensive fire-flow analysis, water-age, and chlorine-degradation analysis, along with a diurnal system evaluation. These analyses provided valuable insights into the performance and efficiency of the water distribution system, enabling the City to make informed decisions regarding system improvements.

One notable outcome of the project was a substantial water accountability analysis, which revealed that accountability issues were primarily related to metering and measurement rather than leakage. Armed with this knowledge, the City of Gunnison initiated a program to address accountability concerns, ensuring accurate measurement, and billing practices. RESPEC's involvement in the City of Gunnison's Water System Master Plan extends beyond the initial assessment. RESPEC prepared the Project Needs Assessment (PNA) for planning and funding a new water source. RESPEC also designed the raw water source infrastructure, further solidifying its commitment to supporting the City's long-term water supply needs. The City's Water System Master Plan exemplifies RESPEC's dedication to delivering sustainable

and innovative solutions for water management. By providing comprehensive modeling, analysis, and planning services, RESPEC contributed to the City of Gunnison's efforts to ensure a reliable and efficient water supply for its residents and future generations. RESPEC continues to serve the City of Gunnison with on-call engineering services.

3. Colorado Department of Local Affairs (DOLA), Town of Crawford, Crawford, CO. 2022

Bruce Bair, Public Works Director, 970.921.4725, crawfordpublicworks@gmail.com

RESPEC provides technical assistance to small communities through the DOLA Small Communities Water and Wastewater Project Development program. Through this program, RESPEC has been able to assist small communities (i.e., populations of 10,000 or less) by providing 3rd party evaluations of engineering design documents, planning documents, engineering evaluations, or master plans associated with water and wastewater infrastructure. In addition, RESPEC has assisted similar municipalities by providing prioritization of Capital Improvements Projects, planning assistance in developing master plans, evaluation of utility rate studies, and developing opinions or recommendations of engineering principals to help move forward planning efforts.

In the case of the Town of Crawford, a neighboring community to the Town of Paonia, the request centered around its only raw water source, Wiley Spring. The Spring was producing significantly lower flows and had become a significant risk to the Town. The Town of Crawford has asked RESPEC to evaluate reasons for the diminished discharge from the spring, propose alternatives to improve flows from the spring, and then suggest potential alternative supply sources to the spring. RESPEC completed a financially efficient and technically thorough analysis on alternatives to return the Spring to its original production and alternative water sources for the Town that must be considered.

4. Pueblo West Metropolitan District, Pueblo, Colorado. 1986-current.

On-Call Water Rights and Water Resources Services

Jim Blasing, Director of Water & Wastewater Utilities, 719.547.5047, jblasing@pueblowestmetro.us

RESPEC's water rights engineering services include water resources planning, protecting the District's existing water rights, analyzing the value of potential water-rights purchases, and providing technical support for change-of-use cases involving acquired water rights. RESPEC developed a water reuse and exchange plan to maximize use of the District's reusable water rights. This project included evaluating lawn-watering practices, returning flow quantification from various potable and non-potable (wastewater and On-site Wastewater Treatment Systems) uses, and developing a plan for water accounting. RESPEC also managed the District's acquisition of water rights associated with the Hill Ranch in Chaffee County, Colorado. The Hill Ranch water-rights portfolio was evaluated for acquiring and recommending purchase prices. Once acquired, RESPEC led the historic consumptive use and stream depletion evaluation and supported the District's legal counsel through the Water Court process. The final decree provides the District with an average annual yield of over 1,900 acre-feet (AF) of fully consumable water.

5. City of Victor, Victor, CO 2025

Raw Water Supply Line Replacement Project

Nathan Henderson, Public Works Director, 254.640.3421, nhenderson@cityofvictor.com

RESPEC is leading the planning and design for replacement of the City of Victor's century-old raw water transmission system, which conveys supply from the historic Bison Reservoirs to the City's treatment facilities. The project includes detailed field investigations, environmental and archaeological assessments, and evaluation of multiple alignment alternatives across rugged mountain terrain and sensitive wetland environments. The new 12-inch raw water main will enhance system reliability, protect critical source water delivery to the City and Cripple Creek & Victor Gold Mine, and ensure long-term sustainability for this high-elevation community.

6. Arapahoe County Water and Wastewater Authority (ACWWA), Arapahoe County, Colorado. 1989-current

Water and Wastewater Authority Engineering Services

Steve Witter, General Manager, 720.645.1403, switter@acwwa.com

RESPEC currently serves as the authority engineer for the ACWWA. In this role, RESPEC provides engineering support for their water and wastewater activities, including planning, design, and constructing Capital Improvement Projects as well as advising the Board of Directors on engineering matters. RESPEC also supports ACWWA's Water Resources Engineer in planning and management of ACWWA's portfolio of water rights. RESPEC managed the due diligence activities for reviewing a proposed water-rights portfolio comprised of shares and water rights in over 15 ditch and reservoir companies on over 30 farms, which, in aggregate, would yield an average of 4,400-AF of fully consumable water for the ACWWA. This activity extended over a period of several years and included consumptive use and stream depletions analyses; a review of diversion records, aerial photographs, and farming records; and the verification of expected water yield to make recommendations on the suitability of including the water rights in ACWWA's water portfolio. RESPEC also provided technical oversight and evaluation of surface water models and results provided by others to ACWWA. RESPEC also provides ACWWA's Planning Projections for Build-out Water Demands and Growth for ACWWA's Water Court applications and diligence activities.

7. Town of Morrison, Morrison, Colorado. 1985-current

On-Call Water Right Engineering Services

Mallory Nassau, Town Manager, 303.697.8749, mnassau@morrisonco.us

The Town of Morrison maintains multiple shared water rights and storage reservoirs that require ongoing tracking and analyzing water use/water rights, including the protection of their existing rights. RESPEC provides ongoing water-rights engineering services that include preparing water court applications, change of water rights, and engineering services to protect the Town's water rights from proposed changes on the stream system. RESPEC manages the Town's portfolio of water rights and advises the Town on their long-term water supply availability and requirements. RESPEC has prepared several water supply models to advise the Town on the yield of the Town's water rights portfolio under changing climate and water right administrative conditions.

PROJECT TEAM AND KEY PERSONNEL

The Town of Paonia will be supported by a highly qualified and experienced project team from RESPEC and WWE. Together, the firms bring complementary expertise in water resource engineering, hydrogeology, water rights, and stakeholder engagement. The proposed team is structured to provide clear leadership, efficient communication, and strong technical delivery throughout the WaterSMART project.

Staff Availability. The longer-term nature of the WaterSMART project means individual staff involvement will vary depending on the nature of the project. Both RESPEC and WWE will ensure relevant staff availability of between 10-90% based on negotiated contract allowances and schedule.

Complete résumés for each key staff members are included in **Appendix A**. Our management team's experience is summarized below.

DOUG SCHWENKE, PE (RESPEC) | PRINCIPAL CONSULTANT / CO-PROJECT MANAGER

Doug Schwenke brings more than 30 years of experience in civil engineering, focusing on water and wastewater systems for small and rural communities. His background includes analysis and design of water-impoundment, diversion, monitoring structures, water and wastewater systems, water resource planning, water rights analysis, H&H analysis, concrete and steel design and analysis, water and wastewater distribution design, wastewater treatment plant design, and construction observation and management. Much of Doug's experience in working with small rural communities is focused on securing alternative means of funding to finance water and wastewater projects, through programs such as the State Revolving Fund (SRF), Colorado Water Conservation Board, Energy Impact and Assistance Fund, United States Department of Agriculture Rural Development, and other state, local, and federal programs. Doug has also served as project manager for the Colorado Department of Local Affairs Small Communities Water and Wastewater Project Planning Program since 2019.

ALAN LEAK, PE (RESPEC) | PRINCIPAL CONSULTANT

Alan Leak has 43 years of extensive and comprehensive experience in all aspects of water resources engineering, including water supply transmission and distribution, wastewater collection, expert water rights engineering services, and stormwater management and flood control. His responsibilities include business development, project management, and leading teams of RESPEC employees in solving critical water resource engineering problems. Alan's experience in water and wastewater infrastructure includes project management, water and wastewater master planning, capital improvements planning and management, reuse plans and substitute water supply plans, planning and designing water transmission and distribution lines, wastewater collection and interception lines, pump stations, and well, and water and wastewater system management. Alan has also provided expert testimony before the Colorado Water Quality Control Commission regarding municipal water quality issues. Alan has a strong historical knowledge of the City of Gunnison's water rights because of his work with WRC Engineering (later acquired by RESPEC).

BJ ELKINS, PE (RESPEC) | SENIOR ENGINEER

BJ Elkins is a civil engineer with more than 7 years of experience focused on water system planning and design, permitting, and analysis for rural communities. He draws on a strong record of alternatives analyses and system evaluation for small utilities based on infrastructure condition assessments, asset inventory, and hydrogeological investigations. His skill set includes using Civil3D, ArcGIS Pro and InfoWater Pro modeling software for design solutions. BJ is dedicated to open communication and works closely with operators and owners to ensure project recommendations are practical and tailored to each client. He serves communities with a passion to drive forward sustainable infrastructure solutions.

REBECCA NORTON, PE (RESPEC) | SENIOR ENGINEER

Rebecca Norton is a professional civil engineer, project manager, and GIS analyst who specializes in water, wastewater, and stormwater utilities. She has worked in both the public and private sectors, providing her with utility experience that extends from the initial planning and feasibility phases through design, construction, and long-term operations. Rebecca's combined experience in engineering and GIS gives her an understanding of project management, model development, data analysis, Capital Improvement Planning, master plan development, customized GIS data and mapping solutions, and asset management.

JAMES STARNES, PE (RESPEC) | SENIOR ENGINEER

James Starnes has more than 15 years of experience in civil and environmental engineering and related fields, including 2 years in research, 3 years in construction, and 10 years in permitting and design. James serves as a process engineering technical manager and senior project manager. James has proved exceptionally proficient in supporting clients and operations staff in developing practical asset management strategies, rate study analyses, and developing viable Capital Improvement Plans. He is also proficient with complex hydraulic systems, including pump system design and controls for water and wastewater applications often in rugged and difficult terrain. James excels in helping multidisciplinary teams work together and communicate to complete complex projects for public consumption. James, with support from RESPEC's DTS team, will support community outreach and Town of Paonia data management strategies.

SARAH ITZ (RESPEC) | ENVIRONMENTAL SPECIALIST

Sarah Itz is an environmental specialist with 17 years of experience supporting water, wastewater, transportation, and land development projects for public sector clients. Her expertise includes project management, National Environmental Policy Act (NEPA) compliance, wetland delineation, Section 404 permitting, threatened and endangered species habitat assessments, and agency consultation. Sarah has supported small and rural utilities with environmental documentation, State Historic Preservation Office (SHPO) cultural resources data requests, regulatory coordination, and alternatives analysis to minimize resource impacts and ensure compliance. Sarah collaborates closely with regulatory agencies and client teams, delivering clear guidance and comprehensive support throughout project development.

PROJECT UNDERSTANDING AND APPROACH

The complexity of the Town of Paonia's raw water resources poses unique challenges not only technically but also financially. The sprawling and rugged nature of its raw water resources paired with the relatively small population served means every dollar spent ought to be well vetted and intentional. Since 2020, RESPEC has partnered with the Town of Paonia to inventory, model and better understand its water systems from source to distribution. This partnership garnered support for increasing Public Works staffing and developing a three-phase Capital Improvement Plan (CIP). The first phase is currently being implemented. RESPEC proposes the Water Strategy include:

- / **Capital Improvement Plan - Phase II:** A well-defined CIP - Phase II plan that leverages and builds upon institutional knowledge of existing water system infrastructure. CIP-Phase II will clearly delineate legal, regulatory, and institutional requirements for future implementation of proposed projects. RESPEC has previously conducted some of the most detailed field investigations of not only the Town's spring complexes, but raw water collection infrastructure. RESPEC would include Roop Construction in its cost-estimating efforts to provide more accurate construction costs in what is rugged and difficult terrain to construct in. Combining RESPEC's technical expertise with contractor estimating support is most likely to result in a financially viable CIP-Phase II.
- / **Request for Proposal (RFP)** ready CIP-Phase II with updated Rate Study Analysis to support.
- / Updated **Source Water Protection Plan (SWPP)** that leverages existing and furthered understanding of the Town's spring complexes and ongoing Wildfire Risk Assessment Portal (WRAP) efforts.
- / **Water Rights Analysis** clearly defines limitations and identifies risks associated with the Town's diverse portfolio. RESPEC and WWE will leverage the Town's recently engaged law firm to vet and confirm its conclusions.
- / **Asset Management Plan (AMP)** for raw water infrastructure that leverages and builds upon existing the Town's existing GIS library. This would also include means to manage, communicate, and leverage into action data collected throughout the Town's water system. RESPEC water and its data technology teams have partnered across North America to build customized tools for monitoring water supply and even develop risk scenarios that can be used to proactively respond to changes in supply.
- / **Capital Tools** for Town Staff to map, maintain, and monitor their assets. This includes new GPS hardware, tools to sustain operations on the mountain, weather monitoring stations, and additional flow monitoring equipment. RESPEC believes its history with the Town will allow it to efficiently address many of the requirements of the Water Strategy document and maximize funding available for furthering hydrogeological investigations of the spring complexes and provide an allowance for some capital investment allowed by WaterSMART funding.
- / **Public Outreach:** RESPEC will work with Town Staff and further its relationship within the community that has developed since 2020. This includes in-person public meetings, virtual updates and supporting the Town in its development of a website that communicates project intentions, public investment, timelines, and outcomes.

The sum of the above is ambitious with the funding available, RESPEC believes it is achievable by building upon its existing efforts and understanding of the Town's water system. Whether RESPEC or WWE are retained to deliver design of CIP Phase II or CIP Phase III projects is not the objective. The objective is to work in the best interest of the Town that combines **community engagement, technical analysis, compliance review, and strategic planning** and ensures a Water Strategy that encompasses all the above and meets the requirements set forth by WaterSmart funding.

RESPEC's specific Project Involvement will include the following:

1. Outreach and Partnership Building

Community engagement is essential for a successful Water Strategy. RESPEC and WWE will reach these perspectives from residents, agricultural users, business groups, water districts, and public land managers and incorporate into the planning process. Our proposed engagement follows a three-step process:

- / Kickoff Meeting – Identify stakeholders, introduce the project, and gather initial feedback on water supply challenges and priorities.
- / Draft Strategies and Advertisement – Present draft strategies, demonstrate how stakeholder input will be incorporated, and confirm alignment with community expectations.

- / Final Review – Resolve outstanding comments and ensure the final plan reflects community needs.
- / Outreach will be supported by a project website and local media, including the Town's newspaper and radio station, to maximize participation and build broad support for implementation.

1.1 Water Marketing, Rate Study Analysis and Capital Improvement Planning

A well-executed water rate study is essential for the Town's utility to recover the full cost of service while maintaining fair and affordable rates. It supports long-term system reliability, secures funding for future capital investments, and builds public trust in the utility's financial management. RESPEC supported 20-year rate study that was used as a basis for recent rate adjustments, supported a successful DWRF loan application for CIP Phase I and prepares the Town for future CIP efforts. RESPEC has previously prepared cost estimates for the Town's Capital Improvement Projects, and we will build on that work by partnering with Roop Construction to deliver a updated rate study for CIP Phase II that promotes financial sustainability, equity, and regulatory compliance.

Rate study efforts are only as valuable as the assumptions made. In support of the Town's WaterSMART Water Strategy, RESPEC will provide institutional knowledge of existing treatment, storage and distribution infrastructure, and improvement priorities downstream of raw water infrastructure. Combined with newly identified priorities for raw water infrastructure, RESPEC will CIP Phase II that would be the basis for future request for proposals for design services.

1.2 Legal and Institutional Requirements

For potential implementation projects, the Town must ensure that all permitting, environmental compliance, and institutional requirements are clearly understood and addressed. This includes evaluating whether proposed activities could trigger additional federal, state, or local reviews under NEPA (e.g., Categorical Exclusions, Environmental Assessments, or Environmental Impact Statements) and confirming whether any work extends beyond existing approvals.

To clarify and address these requirements, we recommend close coordination with the USFS Paonia Ranger District to:

- / Review and confirm permit requirements and compliance obligations, noting where work has already been completed.
- / Identify any aspects of the current scope of work that may require additional Categorical Exclusions or NEPA review.
- / Develop a plan for engaging specialized partners, such as Alpine Archaeology, to address cultural resources and related compliance needs.

1.3 Support Tools

Data Management: This task involves evaluating existing monitoring and data collection systems, including supervisory control and data acquisition (SCADA) software and metering infrastructure, and recommending improvements to optimize system performance. RESPEC proposes to subcontract with **Mountain Peak Controls** to expand upon CIP Phase I efforts in conceptualizing how additional information can incrementally be integrated at the Water Strategy is executed. Preliminary ideas include:

- / Build upon an preliminary data dashboard already created by RESPEC that combines spring complexes into a easy to navigate water resource monitoring tool that is available to operations staff via HMI.
- / Alarm management to track changes or loss of water events that pose risk to water supply
- / Integrate data management into overall GIS asset management plan (AMP)

GIS: Since 2020, RESPEC has supported management the Town's GIS database for water and wastewater infrastructure. This same library is used in modeling the Town's water distribution system. Much of what is known about the Town's spring complexes has also been added to the Town's GIS library. RESPEC in partnership with WWE would continue to build upon this library as new information is gained in the inventory of raw water collection infrastructure and additional hydrogeological investigations. Moreover, RESPEC proposes WaterSMART funding be leveraged to purchase tools (e.g. GPS) to support ongoing AMP and efforts. In this way the Town is equipped to work independent of consultants and contractors. At the same time, RESPEC continues its current responsibility managing of the Town's GIS database.

QUALITY ASSURANCE AND COMPLIANCE

RESPEC recognizes that effective project control is foundational to delivering successful outcomes—on time and within budget—especially for complex municipal projects. We will develop a customized Project Management Plan (PMP) with input from the Town of Paonia and relevant stakeholders. We will present the PMP, including project goals, milestones, deliverables, and any identified opportunities or challenges at the project kickoff meeting. This includes compliance with WaterSMART milestone reporting requirements (approximately 10) and deferral procurement standards. The development of this plan, with input from the Town, helps guide the project schedule and budget to keep the team focused on the defined project tasks and schedule throughout design.

SCOPE PROGRESS MEASUREMENT AND REPORTING

The development and execution of the PMP will include a Scope Management Plan. This portion of the PMP will finalize the defined scope management approach and processes, as well as the roles and responsibilities of the project team members participating in those processes. The Scope Management Plan will describe how the project team will define the project scope, create the work breakdown, validate the scope, verify the completion of project deliverables, control the scope baseline, and handle scope changes.

RESPEC project managers review project budgets every month (at a minimum). Project accounting information is available at any time for each project manager. Our project managers continuously monitor the scopes of work and discuss them with the project team. Our Project Manager, Doug Schwenke, will discuss out-of-scope items immediately with the Town's project team and support them in writing documentation.

SCHEDULE MEASUREMENT AND REPORTING

The development and execution of the PMP will include a Schedule Management Plan. This portion of the PMP will define how the project schedule is managed throughout the project life cycle. The Schedule Management Plan provides guidance and sets expectations for project schedule policies and procedures for planning, developing, managing, executing, and controlling the project schedule. As the project schedule is the tool that communicates what work needs to be performed, which resources will perform the work, and the timeframes in which that work needs to be performed, it will reflect all the work associated with delivering the project on time.

The project status will be reviewed during weekly internal meetings, and updates will be communicated to the Town via progress reports and regular coordination meetings. Milestones will be communicated to the team using calendar meetings to ensure everyone is aware of the expected schedule and allow time for quality assurance (QA) reviews before sharing any deliverables with the Town.

If, during any of the status meetings or checks, it is determined that the schedule is slipping, Doug will confirm with the team the root cause of the deviation and develop a plan to correct the schedule. Resource leveling or task reprioritization may bring the schedule back on track.

STAFF TEAM MANAGEMENT

This portion of the PMP will identify the processes and procedures used to manage staff throughout the project life cycle. We will define the responsibilities assigned to each team member and capture how staff resources will be managed for the project's duration.

Effective communication is the very foundation of our business. Organizations with effective and efficient communication methods are more likely to stay within scope, budget, and schedule and meet client expectations. We establish a Communication Plan at the beginning of each project, regardless of project size. Managers hold regular meetings to review project workload, budgets, resources, and schedules. Project managers review upcoming project tasks, match personnel to project needs, and adjust the internal team interaction to fit the size and complexity of the project. Project managers will hold team meetings to address issues and ensure that all team members know the project goals and deliverables. Project managers are also responsible for checking in with staff during production and working one-on-one as the project develops.

TOOLS FOR PROJECT MANAGEMENT

RESPEC project managers discuss project schedules and resources weekly during team meetings. Microsoft Project is available to project managers for scheduling and tracking. Project budgets and schedules for this project use Microsoft Project and BST Cost Plus. The RESPEC project managers will notify the Town if budgets, schedules, or project deliverables appear out of line.

RESPEC upholds a rigorous project management structure to keep our clients “in the know,” ensuring that projects stay on schedule, within budget, and aligned with the project and client goals.

QUALITY ASSURANCE AND QUALITY CONTROL

The PMP also includes the Quality Assurance and Quality Control (QA/QC) Plan. The QA/QC Plan is the working document that enables all the project team members and the Town of Paonia to maintain awareness of the status of our quality management practices. Specific project reviews are scheduled and recorded. RESPEC’s QA/QC program is tailored to each client and project objective. Our QA/QC procedures are applied to all projects, regardless of size. Fundamental features include standard operating practices, staff training, and project checklists.

Adhering to the QA/QC program is an integral function of all managers and technical leaders. Several levels of technical review are applied to preparing designs, calculations, drawings, details, specifications, quantities, cost opinions, and reports through qualified staff, and checklists, and reviews are performed by similarly qualified staff. Each level of technical and legal analysis will be vetted by peer project partners as part of our overall QA/QC Plan. Proper project oversight, conscientious documentation, and record-keeping are also components of our QA/QC program. The Project Manager assumes responsibility for all staff members and project quality.

COST CONTROL

The plans outlined above for project control and management are key to ensuring the project remains on budget. In addition to the scope plan, team plan, and schedule plan, RESPEC also exercises cost control by establishing a detailed work breakdown schedule and utilizing that to monitor progress throughout the project. Using that plan to review the current project cost, status, and invoices ensures that the budget is regularly reviewed and any deviations are captured early in the project instead of at the end. Any requests for deviation from the agreed-upon scope undergo multi-level review and approval, with clear documentation provided to the Town.

PROJECT PERFORMANCE

RESPEC is committed to transparency regarding project performance. Across our extensive municipal and utilities portfolio, delays have been rare, however, in the isolated instances where design projects exceeded the originally projected schedule, root causes included third-party permitting delays or unforeseen owner-directed scope changes. In all such situations, RESPEC took the following corrective actions:

- » **Enhanced Permitting Coordination:** Designating a Permitting Lead responsible for targeted agency coordination to preempt approval bottlenecks
- » **Integrated Change Management:** Incorporating scope changes into the schedule and budget, with immediate notification to the client and updated delivery timelines
- » **Strengthened Risk Management:** Instituting more frequent risk assessment workshops and early warning indicators on project dashboards

These improvements have mitigated recurrences of schedule issues and bolster our confidence in delivering an implementable Town of Paonia Water Strategy on time. Our ongoing commitment to lean project delivery and digital collaboration ensures continuous refinement of project control processes.

SCHEDULE AND AVAILABILITY

RESPEC confirms staffing and capacity to ensure timely completion of project milestones from late 2025 through 2027 or based on a revised schedule pending approval by the Town and United States Bureau of Reclamation (USBR). Our staffing plan includes redundancy at all levels to ensure availability based on final contracted scope of work and deliverable timelines. RESPEC will be engaged in ongoing Capital Improvement Work with the Town of Paonia. The extension of these efforts is represented by the proposed Water Strategy document.

Project Milestones (Pending USBR Schedule Update)

- **Environmental and cultural compliance for field activities:** Nov 2025 – Mar 2026
- **Communication plan and stakeholder outreach:** Mar 2026 – May 2026
- **Brush clearing and field activities:** Apr 2026 – Aug 2026
- **Technical analyses (hydrology, hydraulics, water modeling, watershed assessment):** Apr 2026 – Aug 2026
- **Water rights analyses:** Mar 2026 – Jun 2026
- **Legal and institutional requirements research:** Mar 2026 – Aug 2026
- **Decision support tools analysis:** Jul 2026 – Aug 2026
- **Comparison of project alternatives and final project list:** Sep 2026 – Dec 2026
- **Stakeholder review and input:** Jan 2027 – Mar 2027
- **Draft Water Strategy submitted to Reclamation:** Jan 2027 – Mar 2027
- **Final Water Strategy document:** Apr 2027 – Sep 2027

REFERENCES

References are provided above with Project Examples in Firm Qualifications and Experience

INSURANCE AND ADDITIONAL INFORMATION

RESPEC is committed to meeting all Town and federal requirements for the WaterSMART project. In addition to demonstrating technical expertise and project experience, we provide the following supporting information:

- **Proof of Insurance:** Both firms carry insurance coverage that meets or exceeds the minimum Town and federal requirements, including general liability, professional liability, and workers' compensation. Certificates of insurance can be provided upon request.
- **Compliance with Federal Requirements:** RESPEC is experienced in complying with the U.S. Bureau of Reclamation (USBR) grant requirements, U.S. Forest Service (USFS) regulations, and NEPA-related processes. Our team ensures all work aligns with federal, state, and local regulations, including permitting, environmental compliance, and reporting obligations.
- **Capacity and Resources:** Both firms have sufficient staffing, technical expertise, and project management resources to complete the WaterSMART project within the proposed schedule. Our team structure allows for flexibility to adjust to evolving project needs and timelines while maintaining high-quality deliverables.
- **Additional Supporting Information:** RESPEC has established procedures for quality assurance, internal review, and documentation to ensure accurate, defensible, and actionable project outcomes. We maintain long-term relationships with local stakeholders, federal agencies, and regulatory authorities facilitating effective collaboration throughout project execution.



Project Management Institute (PMI): Five Phases of Project Management

Attachment B: Team Member Resumes

Experience Overview

Jonathan is a water resources engineer with experience in water supply and water rights engineering, hydrologic analysis of groundwater and surface water systems, channel hydraulics and floodplain delineations, water quality evaluations, application of best management practices (BMPs), and sizing of stormwater facilities.



Water Rights and Water Resources Engineering

Relevant Project Experience:

- ❖ Registered Professional Engineer
- ❖ Project Manager
- ❖ Water Quality
- ❖ Rate Studies
- ❖ Funding
- ❖ Modeling Experience
- ❖ Utility Master Planning

Education

- M.S., Civil Engineering, 1993, University of California, Los Angeles, 1993
- B.S., Civil Engineering, 1992, University of California, Los Angeles, 1992

Registrations

- Registered Professional Engineer
(Colorado # 33901)

Professional Associations

- American Council of Engineering Companies (ACEC), Board Member
- Colorado Association of Stormwater and Floodplain Managers (CASFM), Northwest Regional Representative

Hydrogeological Study for Town of Paonia, Colorado. Project manager for hydrogeological study related to the Town of Paonia's complex network of groundwater springs. Worked closely with Town water operations staff to provide water rights engineering, 2DR hydrogeological survey, and Hydrogeological Study Report.

Mountain Coal Company—West Elk Mine. Work closely with mine personnel and water counsel to implement augmentation plan for mine diversions. Performed field measurements to quantify transit losses for reservoir releases to replace out-of-priority depletions. Study reduced the charged channel seepage losses from 50 percent down to 10 percent. Implemented accounting for administration of augmentation plan for stream losses due to mine subsidence resulting from longwall coal mining. Assisted client with removing water right on Division Engineers' abandonment listing.

Mt. Werner Water and Sanitation District. Serve as District Engineer providing services related to water rights and water resources management. Work including calculating projected water demands at full build out and evaluation of lagged depletions associated with infiltration gallery in the Yampa River alluvium.

Exxon Mobil Corporation. Performed engineering services relating to extensive water rights portfolio of an energy producer in the Piceance Basin. Engineer of record on nine different water court filings, including multiple augmentation plans, quantification of historical consumptive use (HCU) credits from irrigated lands, and use of Glover to calculate lagged stream depletions due to well pumping. Pending cases include transbasin diversion from Colorado River to the White River basin. Provided expert reports on multiple conditional water rights in the Parachute, Piceance, and Yellow Creek drainage basins documenting the contemplated draft of the industrial water rights.

City of Glenwood Springs. Providing hydrologic and water rights engineering services in support of the City's 2013 Water Court application for recreational in-channel diversion (RICD) water rights. Actively working with objectors to attempt to address their concerns.

Flattops Water Company. Engineer for water court filing involving establishing the firm yield of transbasin water rights from the Yampa River to the Colorado River basin. Successfully negotiated technical issues with nineteen objectors to obtain decree. Managed feasibility evaluation of additional reservoir sites based on criteria, including inundation wetlands and storage versus dam height. Assessed ditch loss characteristics and return flow patterns for Stillwater Ditch, which runs along the drainage divide. Assisted client with removing water right on Division Engineers' abandonment listing.

High Valley Farms. Provided expert testimony in Division of Water Resources 600-foot spacing hearing relating to potential for well-to-well interference in the Roaring Fork alluvium near Basalt.

Adam's Rib Ranch. Lead engineer on augmentation plan for a golf course residential development south of Eagle, CO. Working with attorneys to optimize use of water rights portfolio, while maintaining diligence on conditional water rights. Augmentation plan included quantification of historical consumptive use (HCU) credits from irrigated lands to offset evaporative losses from golf course ponds.

Shorefox/GDL. Engineered the water rights for a 1,200 equivalent residential unit development in Granby, CO. Working with objectors on six interrelated water court cases involving golf course/open space irrigation, municipal water supply, and onsite storage ponds. Also assisted client with negotiations with Town of Granby regarding annexation of the property.

Coal Basin. Developed augmentation plan for large private property in Coal Creek watershed near Redstone, CO. Decreed augmentation plan adjudicated storage rights and quantified releases to replace out-of-priority evaporative depletions. Successfully protested abandonment of water right through negotiation with Division Engineer.

Hell's Gate Ranch. Developed augmentation plan for large lot subdivision in Sweetwater Creek watershed. Engineering evaluation included incorporating historical uses and water rights with proposed development amenities.

Tybar Ranch. Provided engineering analyses relating to an augmentation plan for a cattle ranch outside Carbondale, CO.

Stella Polare. Completed engineering analyses to quantify water demands and depletions associated with a luxury property above Aspen. Augmentation supplies included contract water and onsite storage to satisfy local calls.

Small Water Court Cases. Provided water rights engineering services to numerous small projects for water court applications.

ExxonMobil Administrative Complex. Project manager for design engineering services for the water system to serve the ExxonMobil Section 26 Administrative Complex (Complex) in the Piceance basin. The major components of the water system design were a raw water submersible pump, associated piping from the B & M Reservoir to the Complex and a water treatment facility in the Complex. The water treatment facility includes filtration in accordance with the Long Term 2 Enhanced Surface Water Treatment Rule and chlorination for disinfection. The process treatment design includes filtration, chlorination, and storage sufficient to achieve the minimum chlorine contact time and a pressure system for distribution system delivery. WWE provided limited services during bidding and services during construction. WWE's work addressed CDPHE submittals of the water treatment system component.

CDOT Bridge Geothermal Evaluation. Served as peer reviewer for the evaluation of the potential effects of bridge construction on a geothermal resource under various proposed alternatives. WWE worked as a subconsultant to Jacobs Engineering on this project for the Colorado Department of Transportation (CDOT). The analysis was conducted as part of a National Environmental Policy Act (NEPA) study for the proposed modification or reconstruction of a bridge over the Colorado River in Glenwood Springs, Colorado.

Pine Creek Cookhouse. Project manager for permitting of a water system that is considered to be a transient, non-community water system according to criteria established by the Colorado Department of Public Health and Environment (CDPHE) and subject to specific water treatment requirements.

Group of North Fork Coal Mines. Conducted a transit loss study a stream system in western Colorado to assess the channel seepage losses. Reservoir water is released to the stream system to augment out-of-priority depletions over twenty miles downstream. Downstream water users must account for transit losses before taking credit at their points of diversion.

Adams Rib Recreation Area. Developed a comprehensive river basin simulation model for a proposed resort in Eagle County. Performed numerous simulation runs for alternative development scenarios to assess water rights implications and water quality issues.

Experience Overview

Wayne is project manager, peer reviewer or principal-in-charge for WWE's design/construction projects. His projects relate to water transmission, including diversions, non-potable water, reservoir/lagoon planning and design, water and wastewater treatment, water quality, potable water systems, reclamation and reuse, pollutant control and design and planning of treatment controls for water resources projects. Wayne has 48 years of professional engineering experience.



Relevant Project Experience:

- ❖ Registered Professional Engineer
- ❖ Water supply planning, development, and design
- ❖ Reservoir planning and design
- ❖ Construction documents
- ❖ Water rights
- ❖ Diversions/intakes
- ❖ Distribution
- ❖ 48 years professional experience

Education

- M.S., Civil and Environmental Engineering, University of Colorado, 1981
- B.S., Civil and Environmental Engineering, University of Colorado, 1974

Registrations/Affiliations

- Registered Professional Engineer—Colorado #16188 and 13 other states
- American Society of Civil Engineers
- Water Environment Federation
- Nonpoint Sources of Pollution Committee, Former National Chairman
- International Water Association
- Society for American Archaeology

Water Resources Engineering

Goose Bay Marina Concession Area Modernization, Canyon Ferry Lake, Montana. Project manager for the planning/design of water distribution and water treatment systems including a new well, buried storage tank, booster pump station and disinfection. Performed water distribution system modeling. Performed services during construction for the project.

Country Club Towers, Denver, Colorado. Project manager for the planning and design of a groundwater pumping system to include an exfiltration bed for reintroduction of the water to the groundwater table. Included the system approval under the USEPA Class V underground injection control program.

5075 Leetsdale, Denver, Colorado. Project manager for design of a groundwater system to include a cartridge filter, storage, and pumping from a foundation of a strip mall. Included PFAS sampling and evaluation and discharge permit negotiations with the CDPHE.

Marble Water Company Water and Sewer Tap Fee Analysis. To assist the Marble Water Company with fee development, performed research and analysis on water and sewer tap fees in seven comparable communities. Wayne also calculated equivalent residential units (EQRs) for each stand-alone building at a new resort development in the service area, and calculated the costs associated with connecting various combinations of resort buildings to the Marble Water Company Water and Sewer systems.

River Run Ranch for Sun Communities Water Supply and Augmentation Master Planning and Design, Granby. From 2019 through 2023, provided complete water supply and augmentation masterplan, design, and permitting services for the River Run RV Resort in Granby, Colorado, for Sun Communities. Master planning services included developing EQR ratings for different development scenarios, research on water demands, and development of Water Service Agreements. The most complex water agreement was one WWE helped our client negotiate with the Town of Granby. The water supply involves the use of several wells and converting an existing pit into a lined non-jurisdictional water storage reservoir.

Forest Lakes Metropolitan District, Colorado. Project manager on a new surface water treatment system serving a development in Monument, Colorado. Design included a raw water intake and pumping station, a 1-MGD treatment plant to meet surface water treatment regulations, and backwash waste disposal considerations.

Town of Larkspur Water System, Colorado. Project manager on the design of a water treatment plant to remove radium, iron, and manganese, a 451,000 gallon steel water storage tank, and distribution piping. Assisted in obtaining revolving fund and U.S. Department of Agriculture funding.

Granby Ranch Metropolitan District CFF Litigation. Retained as an expert witness by attorneys at Wells, Anderson, & Race, LLC, to evaluate the Granby Ranch Metropolitan District (GRMD) and its Capital Facility Fees (CFFs), which were being contested by a Plaintiff. WWE's Wayne Lorenz provided this evaluation, which included: (1) providing a general overview of the practice of residential metro district rates and the collection of fees to fund infrastructure that benefits the public and the property owners; (2) reviewing the water, sewer, road, and stormwater infrastructure that serves the public needs within Granby Ranch to determine if there are benefits to the Plaintiff due to the previously existing infrastructure that helps serve the Plaintiff's lots within the Granby Ranch Metro Bond District Boundaries; and (3) developing an opinion regarding the design service life of water, sewer, and road infrastructure. WWE produced a written report on these matters.

Arapahoe County Water and Wastewater Authority (ACWWA) Water Consumption Per Tap Equivalent (TE). ACWWA is a water and wastewater district in the southeastern Denver metropolitan area that serves about 3,500 residences and businesses. Wayne Lorenz performed extensive water and wastewater master planning work for ACWWA over a period of about 20 years. As part of this work, Wayne conducted a detailed assessment of ACWWA's domestic and irrigation water use through analysis of TEs, meter sizes, and groundwater pumping. WWE found that domestic water use correlated well with the TEs in use, but the actual irrigation water use was approximately 2.5 times the planned use for all commercial irrigation water meter sizes. This analysis gave ACWAA a more realistic water planning horizon moving forward.

PFAS and Emerging Contaminants. Designed water and wastewater treatment facilities for industries and municipalities, including state-of-the-art reuse/reclamation facilities. Many of these projects have involved emerging contaminants, most recently, per- and polyfluoroalkyl substances (PFAS). Representative projects related to PFAS include: directing sampling plans for water providers; evaluating several small water treatment systems for PFAS removal; designing an ion-exchange treatment system targeting PFAS for foundation drain water at the University of Colorado Boulder; and evaluating need for PFAS removal for other groundwater treatment systems, including identifying and comparing candidate treatment technologies.

Santa Fe, New Mexico Water Treatment System. Provided detailed evaluation and expert reports on the design and operations of a raw water delivery and treatment system for a 15-MGD facility. The water system diverts water from the Rio Grande River and pumps that water to a major municipal water treatment plant. Work included review of diversion planning and design, the hydraulics within the raw water system, and the geomorphology of the Rio Grande. Services included preliminary design of facilities to address sediment removal; pumping; ozone/biological activated carbon for emerging contaminant removal (e.g. PFAS) and membrane treatment processes.

Water Treatment Plant and Storage Tank Plan Design, Palisade, Colorado. Project manager for master planning and final design of a 2-MGD membrane treatment plant and a 2.5-million-gallon cast-in-place concrete storage tank. Performed construction administration. Participated in public hearings to inform customers and determine policy preferences for either obtaining water service from a neighboring provider or rebuilding Town system. Performed cost and funding planning and obtained low interest loans for the project.

Shenandoah, Iowa Water Treatment Plant. Performed assessment of treatment processes and concrete integrity on a new 2.4-MGD water treatment plant designed for softening and iron removal.

Brushy Creek Regional Utility Authority Water Treatment Plant, Cedar Park, Texas. Performed evaluation of treatment processes and concrete integrity of water containing structures for a 20-MGD surface water treatment plant. The raw water supply was from a reservoir.

Bell Mountain Ranch Metropolitan District, Colorado. Performed an engineering evaluation and preliminary design of modifications of a 0.4-MGD water treatment plant designed to remove radium, iron, and manganese. The radium removal required special considerations for the disposal of filter backwash wastes.

Experience Overview

Rachel is a water resources engineer with experience on projects related to water supply and planning, water rights investigation, water rights valuation, water rights operation modeling, watershed modeling and planning, funding, and technical evaluation related to water supply projects and construction management.



Water Rights/Water Supply/Project Management

Relevant Credentials/ Specialties

- ❖ Water Rights
- ❖ Water Supply Planning
- ❖ Watershed Modeling
- ❖ Construction Management
- ❖ Project Management
- ❖ Water Rights Valuation
- ❖ Water Rights Operation Modeling

Education

- B.S., Civil Engineering, 1999, University of Colorado, Boulder

Registrations/Affiliations

- Professional Engineer
 - Colorado #40300
 - Utah #13095739-2202
 - Wyoming #20340
- Certified Professional in Erosion and Sediment Control (CPESC) #3771
- Certified Erosion, Sediment, Storm Water Inspector (CESSWI) #4700

Town of Buena Vista, Colorado. Project Manager for Town on development planning review, new water supply planning, monthly accounting preparation, and State submittals. Presented to the Board of Trustees on the Water Resources Master Plan, prepared an internal planning tool spreadsheet used to estimate single family equivalents for development, worked on quantification of historic consumptive use for water rights change case currently underway, prepared water court case opposition reports on Town's behalf, participated in revegetation plan review, and performed drought analysis for the Town.

Project Manager, Colorado Water Conservation Board (CWCB) Finance Program, 2017–2022. Provided technical consultation, financial analysis, and written materials to assist borrowers and their consultants in the preparation and successful completion of project designs and construction contract documents. These are outlined in the CWCB's Construction Fund Guidelines for construction projects receiving loan or grant funds. Regularly attend and present at stakeholder meetings and CWCB meetings related to raw water construction project funding.

Confidential Nuclear Power Plant Water Supply and Water Yield Analysis. Prepared water supply and water yield analysis report working closely with power producers, stakeholders, and the state to support the Industrial Siting Council permit process. This state permit covers all construction and operational activities at the plant that are not under the jurisdiction of the U.S. Nuclear Regulatory Commission. It was the first state permit ever awarded to a commercial-scale advanced nuclear project.

Eastern Adams County Metropolitan District, Strasburg, Colorado. Provided grant writing, water rights engineering support, and groundwater resource assessment associated with residential developments, wellfield management, and additional well recommendations for expanded use of Denver Basin aquifers to meet water demands.

Pacific Institute. Worked with interdisciplinary team under direction and approval by the Colorado Water Conservation Board on rainwater harvesting potential and preliminary volumetric quantification to meet the Colorado Water Plan defined gap in the Colorado basins.

Energy client. Analyzed and quantified stream flow, reservoir storage, water rights inventory and tabulation, climate data inventory and analysis, HEC RESSIM model, water supply and yield analysis working with State regulatory approving agency.

Mile High Flood District/Merrick and Company. Analyzed and quantified stream flow and performed a water rights summary evaluation on the South Platte River for recreation use determination.

Confidential Mining Company. Evaluated water rights and summarized hydrology to calculate the feasibility of additional water supply alternatives.

Coors Brewing Company. Evaluated water supply and water rights including augmentation plans and feasibility studies. Prepared engineering evaluations, water rights inventories, hydrologic evaluations, and ditch analyses. Performed audits and replacement analysis of water system facilities for potential acquisition, water supply planning, consumptive use analysis, return flows, transit loss, exchange and depletion quantification, and flood flow analysis for risk-based assessment.

Valuation Consultation for San Juan County Water Conservancy District, San Juan County, Colorado. Performed audit and replacement cost new-less-depreciation analysis of water system facilities for a private water company for potential acquisition.

Water Rights Acquisition, Former Rocky Flats Environmental Technology Site (U.S. Department of Energy [DOE] facility located near Golden, Colorado). Provided engineering support to DOE for negotiations to acquire long-term lease of water from neighboring municipality to offset depletions related to operation of detention ponds.

Appraisal of Surface and Groundwater Water Rights for Federal Deposit Insurance Company (FDIC), Confidential Client, Colorado. Analyzed and prepared an appraisal of South Platte surface water rights and Denver basin groundwater.

Yield Analysis and Appraisal of Yampa River Water Rights, Routt County, Colorado. River operation study of Yampa River in northwest Colorado to determine average and dry year yield. Assisted in preparation of appraisal of water rights.

Buried Water Storage Tank, Arapahoe County Water Wastewater Authority, Centennial, Colorado. Assisted in preparation of a Location and Extent Plan and Subdivision Exemption Plat for the development and approval from the City of Centennial for a gray zone, 4-million-gallon, buried water storage tank to meet emergency fire flow requirements.

Basalt Wastewater Treatment Plant Expansion, Basalt, Colorado. Submittal review and construction administration for design of a treatment plant expansion for a flow of 0.8 MGD. Facilities included a new pretreatment building, nitrification/denitrification activated sludge, clarifier, and disinfection. Prepared a site application engineering report.

Buried Water Storage Tank, Arapahoe County Water Wastewater Authority (ACWWA), Centennial, Colorado. Assisted in preparation of a Location and Extent Plan and Subdivision Exemption Plat for the development and approval from the City of Centennial for a gray zone, 4-million gallon (MG), buried water storage tank to meet emergency fire flow requirements. Part of a team that attended and presented at many public hearings with City and meetings with homeowners to address neighborhood concerns. Prepared site erosion and sediment control plan.

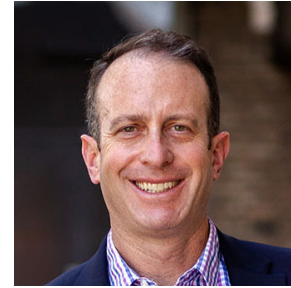
Four MG Water Storage Tank, ACWWA, Greenwood Village, Colorado. Assisted in preparation of Location and Extent Plan and coordinated preparation of easement exhibits and Subdivision Exemption Plat for development approval from the City of Centennial for buried 4 MG water storage tank. Attended public hearings with City and meetings with homeowners to address neighborhood concerns. Prepared site erosion and sediment control plan.

Basalt Wastewater Treatment Plant Expansion, Basalt, Colorado. Performed submittal review and construction administration for design of a treatment plant expansion for a flow of 0.8 million gallons per day (MGD). Facilities included a new pretreatment building, nitrification/denitrification activated sludge, clarifier, and disinfection. Prepared a site application engineering report.

Construction Dewatering Projects, Summit County, Colorado. Project included permitting of construction dewatering discharges to sensitive water bodies in the Colorado high country. Calculated anticipated pumping rates to draw groundwater down in alluvial aquifer for construction below the water table. Developed innovative treatment methods utilizing a combination of chemical treatment and best management practices to remove colloidal clays from groundwater with low alkalinity and low temperatures.

Experience Overview

Noah Greenberg is a senior Aquatic Resources Scientist in WWE's Denver Office who serves as lead on waters of the U.S. identification and evaluation and Clean Water Act Section 404 permitting. With 16 ½ years of wetland and water resources experience in Colorado, he consults on projects related to wetlands, aquatic biology, and ecological assessments. Noah has a proven track record in working with agencies such as the U.S. Army Corps of Engineers (USACE), the U.S. Environmental Protection Agency (USEPA), the U.S. Fish and Wildlife Service (USFWS), the Bureau of Land Management (BLM), and various city and county regulatory authorities in Colorado and the West.



Relevant Credentials/Specialties

- ❖ 23 Years Professional Experience
- ❖ Wetland Delineation
- ❖ 404 Permitting
- ❖ Mitigation
- ❖ Floodplain Permitting
- ❖ NEPA Compliance
- ❖ Biological Assessments
- ❖ Vegetation Surveys
- ❖ Landscape Plans
- ❖ Aquatic Toxicology Research
- ❖ T & E Species

Education

- M.A., Ecology, University of Colorado, Boulder, Colorado, 2008
- B.A. Biology, The Colorado College, Colorado Springs, Colorado, 2001

Registrations/Affiliations

- Certified Professional Wetland Scientist #3019
- Water Education Colorado Water Leader Program, 2020
- Graduate-level GIS coursework
- Graduate coursework in wildlife biology
- Basic Wetland Delineation Certificate, Wetland Training Institute, 2008
- Invasive Weed Management Master Course, CSU Extension Program, 2010

Wetlands and Ecology, Assessment and Permitting

Hess Lateral, Durango, Colorado. As lead permit scientist, developed an Environmental Assessment (EA) for National Environmental Policy Act (NEPA) compliance. Submitted EA to Bureau of Reclamation (Reclamation) related to WaterSMART funding to support this irrigation pipeline.

Florida Canal Diversion Structure Rehabilitation, Durango, Colorado. Lead permit scientist on a project to utilize a push up dam, stabilize a failing diversion structure, and remove the need for continued maintenance. Obtained section 404 permit exemption in coordination with USACE.

City of Boulder Wetland Permitting Program. Project manager on wetland permitting program evaluation involving the review and analysis of current wetland codes, policies, and practices, including field visits to compare the program's successes and areas for improvement.

Bowie Coal Mine No. 2. Evaluated physical stream habitat to establish baseline conditions prior to proposed long wall mining in a stream with a federally listed fish subspecies. Subsequently, working with geologists, developed a model for post-mining stream channel conditions that would occur as a result of the proposed mining. The results of these evaluations were compiled into a Biological Assessment, which was reviewed and supported by the U.S. Fish and Wildlife Service.

Douglas County Department of Public Works Engineering. Conducted evaluation of Douglas County's facilities that are maintained under their Municipal Separate Storm Sewer System (MS4) to develop opinions regarding the facilities' potential jurisdiction under existing guidance and the USEPA and USACE 2014 proposed rule on Waters of the U.S. The evaluation report was subsequently attached to the County's comments on the proposed rule.

Colorado Water Quality Control Commission Regulation 93 Rulemaking. Submitted written testimony regarding the potential use of Policy 10-1 (Aquatic Life Use Attainment) on Salt Creek in the San Juan River basin. This testimony was in support of the La Plata County Energy Council's response to the Water Quality Control Division's preliminary proposal.

Sediment Criteria Development Work Group. Served as an invited technical participant on a work group developing recommended numeric and narrative criteria for sediment in waterbodies. This work resulted in recommendations that were adopted by the Water Quality Control Commission during formal rulemaking hearings.

Williams Overland Pass Pipeline Stormwater Permit Evaluation. Evaluated over 300 miles of a natural gas liquids pipeline right-of-way in Wyoming to evaluate potential for stormwater permit closure. WWE used this information to develop a revised monitoring plan that reduced inspection costs, maintained a high level of protection for State Waters, and met the intent of Wyoming's stormwater permitting program.

Sanderson Gulch Drainageway. Obtained USACE Individual Permit for a residential development of the former Green Gables Country Club. To offset impacts to Sanderson Gulch, designed a native riparian corridor that met a variety of natural and human objectives, including promotion of water quality, establishment of wildlife habitat, and floodplain management.

South Shore. Provided guidance for the construction of a wetland mitigation shelf located adjacent to a large pond in Aurora, Colorado. As part of the project, a wetland-vegetated channel was created upstream of the pond. The purpose of the project was to meet Section 404 requirements as well as to create wildlife habitat and visual interest for the surrounding residential community. Signage was developed for the local residents to help them identify wildlife and plant species. Monitoring of the wetland (vegetation and water levels) and surrounding trees/shrubs occurred for two years until the USACE agreed that the mitigation area reached the established performance standards.

The Ranch in Sidney, Nebraska. Working for the outdoor equipment supplier, Cabela's, developed conceptual plans for a roughly 70-acre portion of the Lodgepole Creek floodplain that would be restored to be a natural open space area. The project included an approximate 10-acre pond, riparian wetlands, and stormwater quality wetlands. This project was acknowledged by the South Platte Natural Resources District and resulted in their dedication of substantial water rights for maintenance of the designed pond and native vegetation areas.

Snowmass Water Supply Wetland Permitting. Conducted a delineation of wetlands and other potential waters of the U.S. in the vicinity of a water supply project in Snowmass, Colorado. This delineation included evaluation of areas for potential fen presence in addition to hydrologic analysis of the water source for the wetlands. Analytical methods used included soil organic carbon measurements and water quality fingerprinting.

Eastern Nebraska Wetlands Evaluation for Confidential Client. WWE assisted a developer with due diligence planning of a potential development in in the Salt Creek watershed near Lincoln, Nebraska. Noah Greenberg conducted a delineation of wetlands and other waters of the U.S. for an approximate 50-acre parcel with a central focus on the subject wetland's connectivity to downstream waters. To this end, Noah conducted a delineation of contributing basins to the wetland, evaluated local topography, and developed a surface hydrology model that predicted the frequency of events that would result in a direct surface hydrological connection between the subject wetlands and downstream receiving waters.

Arapahoe County Water and Wastewater Authority. Reviewed a proposed pipeline installation project for Section 404 of the Clean Water Act considerations in Arapahoe County, Colorado. Received confirmation from the USACE that the project qualified for Nationwide Permit No. 12: Utility Line Activities without pre-construction notification.

Basalt Sanitation District. Delineated wetlands for a sewer line replacement project in western Colorado. Prepared a pre-construction notification for submittal to the USACE and received authorization that the project qualified for Nationwide Permit No. 12: Utility Line Activities. Prepared construction specifications for wetland reclamation.

Flattops Water Company. Delineated wetlands and other waters of the U.S. adjacent to two reservoirs and one gulch that could potentially be used for future reservoir sites in Routt County, Colorado. Completed vegetation surveys in each area. Coordinated with the Denver Botanic Gardens to confirm unique plant identification.

Confidential Colorado and New Mexico Project. Conducted desktop review of potential waters of the U.S. for permitting and planning purposes in the San Juan River Basin of New Mexico and Colorado. Effort included two days of site visits to refine criteria for desktop approach. Results of this work were intended to assist operator planning and prioritization efforts.

Experience Overview

Hayes is a civil engineer, project manager, and the office manager of WWE's Durango office. He has about 18 years of experience in hydrology, hydrologic modeling, water rights, surface water, stormwater management planning, and municipal water supply and infrastructure projects. Hayes also provides engineering design services, including development of design plans, contract documents and technical specifications, and services during bidding/construction.



Hydrology/Hydraulics

Relevant Experience

- ❖ Registered Professional Engineer
- ❖ Modeling
- ❖ BMPs
- ❖ Stormwater Quality Protection and Assessment
- ❖ AutoCAD Drafting

Education

- B.S., Civil Engineering, Oregon State University, 2006
- M.S. Biological and Agricultural Engineering, North Carolina State University, 2008

Registrations/Affiliations

- Colorado Professional Engineer # 46527
- Certified Professional in Erosion and Sediment Control # 7639
- Member, Order of the Engineer (inducted 2002)
- Peer Reviewer for ASCE, Journal of Environmental Engineering

Wildfire Ready Action Plan (WRAP) Dolores Watershed. Collaborative. Developing a WRAP for the upper Dolores and Mancos watersheds for the Dolores Watersheds Collaborative. Teamed with Olsson Associates, Round River Engineering, and SWCA to identify post fire susceptibility and create an action plan for pre-fire and post-fire mitigation strategies to effectively reduce risk throughout the study area.

Confidential Litigation Case Involving Surface Water and Groundwater. Lead engineer tasked with determining the feasibility of developing a model to understand the connection between the surface water and groundwater in eastern New York.

Watershed Modeling, Long Pine Creek, Nebraska. Project manager and lead engineer for the development of a water quality and quantity model for a 520-square-mile watershed in central Nebraska. The model was a spreadsheet-based, in-house watershed model developed to identify sources of and quantify the existing and annual pollutant loads to the watershed's primary receiving water.

Watershed Modeling, Clear Creek, Nebraska. Project manager and lead engineer for the development of an United States Environmental Protection Agency (USEPA) STEP-L model in conjunction with a lake model (BATHTUB) in order to reasonably estimate existing pollutant loads to Pibel Lake, the primary receiving waterbody in the watershed.

Deltic Timber Corporation and Lake Maumelle Watershed, Little Rock, Arkansas. Advised Deltic Timber regarding the practical implications of regulatory limitations related to proposed land development in the Lake Maumelle watershed. Specific tasks have included long term hydrograph analysis, HSPF model review and development, and research related to forest and urban runoff.

Wines Ditch Fish Passage. Working with Colorado Parks and Wildlife (CPW) and Gateway Resort, designed a series of fish passage structures to replace an old diversion that was unsafe for boaters. The old diversion also limited fish passage by native species. The new fish passage design will allow safe boat passage and provide the ability to modify fish passage operations to limit passage of certain fish species during certain parts of the year.

Hess Lateral Irrigation Water System. Project engineer and engineer of record for the design of a 4.5-mile-long irrigation water system to deliver 18 cubic-feet-per-second of pressurized irrigation water to lateral users on the Florida Mesa in La Plata County, Colorado.

Experience Overview

Thomas Dwyer, P.G., is an Adjunct Senior Geophysicist with 43 years of experience in geophysical exploration for water resources, water supply testing and development, aquifer replenishment with stormwater and treated wastewater, aquifer storage-recovery, and aquifer thermal energy storage. He has completed over 300 hydrogeologic and hydrologic investigations. Mr. Dwyer is experienced with the most current tools and techniques for water resources exploration using geophysical methods, particularly very-low-frequency electromagnetics (VLF) and two-dimensional resistivity (2DR) profiling for locating water-bearing bedrock fracture zones.



Relevant Credentials/Specialties

- ❖ 40+ Years of Experience
- ❖ Geophysical exploration for water resources
- ❖ Water supply testing and development
- ❖ Aquifer replenishment with stormwater and treated wastewater
- ❖ Aquifer storage-recovery
- ❖ Aquifer thermal energy storage
- ❖ Geophysical modeling

Education

- M.S., Geology, Kent State University, 1986
- B.S., Geology, Summa Cum Laude, Old Dominion University, 1983

Training/Certifications

- Professional Geologist License: Virginia (2801 000945), Pennsylvania (PG-000036-G), and Delaware (S40000964)

Memberships

- Engineers Without Borders
- American Institute of Professional Geologists
- Association of Environmental & Engineering Geologists

Geophysical Exploration for Water Resources

Hydrogeological Study for Town of Paonia, Colorado. Performed a 2DR geophysical survey and data review for hydrogeological study related to the Town of Paonia's complex network of groundwater springs.

Deerpark Geophysical Survey. Performed a 2DR geophysical survey to evaluate the presence of both deep (Paleozoic fractured rock) and shallow (springs and alluvium) water supplies. The traverse crossed a prominent spring, which was being considered as a potential supply. However, the spring was thought to be fed by the shallow alluvium, so viability of the spring during the dry season or during drought was in question. The 2DR survey showed that the spring and the alluvium were fed by a deep, high-angle fracture system. To maximize yield and to minimize the effect of drought, a deep well was drilled to intersect the fracture, providing a yield of approximately 300 GPM.

Headley Farm 2DR Geophysical Survey. Performed a 2DR geophysical survey to locate water-bearing fractures in carbonate bedrock for a large residential development. The traverse crossed a major, regional-scale fault zone showing direct hydraulic connection to a broad area of wetlands and springs. Development of the water supply from the fracture zone required hydraulic testing to demonstrate that the proposed water supply would not have an adverse impact on the wetlands and springs.

Riverview 2DR Survey. At a carbonate bedrock site where a development was proposed, it was thought that overlying alluvium might provide sufficient water supply capacity for a large residential development. Performed a 2DR geophysical survey to map out the extent and thickness of the alluvium and to determine whether the alluvium is in hydraulic connection with deeper bedrock fractures. The alluvium proved to be too shallow for a reliable supply of the magnitude required. However, the 2DR results showed the deeper, carbonate bedrock to be highly fractured and solutioned. Heavy clay content in the larger solution zones created a turbidity problem. The 2DR results were used to find a smaller, less solutioned fracture free of turbidity.

Vernon Geophysical Survey. Returning water to a shallow groundwater flow system was the priority for maintaining the health of springs and wetlands at the Vernon site. Municipal wastewater derived from nearby glacial sediments was treated to meet groundwater quality standards prior to discharge back to the shallow flow system. To determine if the discharge site was in hydraulic connection with the springs and wetlands, performed a 2DR survey.

Geophysical Methods. Mr. Dwyer is experienced with the most current tools and latest techniques for water resources exploration using geophysical methods, particularly very-low-frequency electromagnetics (VLF) and two-dimensional resistivity (2DR) profiling for locating water-bearing bedrock fracture zones. This work has resulted in a successful history of high-yielding water supply wells for potable and irrigation supplies, as well as development of aquifer recharge capacity. He is also experienced with borehole geophysical logging and interpretation, having owned and operated an advanced borehole system at Mid-Atlantic Geosciences, LLC.

Analytical and Numerical Ground-Water Flow and Transport Models. Mr. Dwyer is an expert in the application and development of both analytical and numerical ground-water flow and transport models. As an undergraduate student, he completed (in addition to the traditional geology curriculum) the same mathematics program as the engineers and computer scientists in order to pursue his goal of combining mathematics and geology for solving real-world problems. This self-designed academic program culminated with developing a two-dimensional, finite-element, ground-water flow and thermal/contaminant transport model as part of his master's thesis and, as an independent contract, a multi-grid, two-dimensional, finite-difference surface-water flow model. Mr. Dwyer continues to apply numerical models to ground-water problems on a regular basis. Most of his project efforts have utilized numerical simulation models, such as MODFLOW and MT3D, for flow system characterization and for evaluating hydraulic capacity, surface-water/ground-water interactions, and water-quality impacts.

Publications

Hydraulic and Geophysical Characterization of a Spatially Discontinuous Conjugate Fracture Set; presentation with Heather T O'Shea at 2015 NGWA Conference on Groundwater in Fractured Rock, Burlington, VT (Principal Author).

Innovative Methods of Ground Water Recharge of Tertiary Treated Wastewater; oral presentation and published proceeding for the 26th Mid-Atlantic Industrial and Hazardous Waste Conference; August 7-10, 1994, University of Delaware (Principal Author/Speaker).

Design Considerations for Underground Discharge; Guest Speaker at An Educational Conference on Watershed Management, "Meeting the Challenge: Wastewater Treatment for Communities in the NY City Watershed - Technology and Management Options", Mahopac, NY; June 1994 (Co-speaker).

Ground Water Recharge Wells in a Saltwater Marsh Environment for Disposal of Residential Wastewater Effluent Treated by Constructed Wetlands; oral presentation at May 15-21, 1993 Second United States/Commonwealth of Independent States Joint Conference on Environmental Hydrology and Hydrogeology, Washington, D.C.; and written paper in Special Issue of the "Hydrological Science and Technology Journal", Volume 8, 1993 (Principal Author/Speaker).

A Computer Spreadsheet Method for Correcting Aquifer Test Data for Ocean Tide Influence; Abstract published in 10/91 issue of "Ground Water", Oral Presentation at conference on "Innovative Ground Water Technology for the 90's", Washington, DC Convention Center: October 1991 (Principal Author/Speaker).

Natural Processes for Tertiary Treatment of Municipal Wastewater Coupled with Shallow Ground-Water Discharge in a Salt-Water Marsh Environment - A Case Study, AGWSE conference on "Ground Water Issues and Solutions in the Potomac River Basin/Chesapeake Bay Region"; March 1989 (Principal Author/Speaker).

Finite-Element Simulation of Low-Temperature, Heat-Pump-Coupled, Aquifer Thermal Energy Storage; with Yoram Eckstein; Journal of Hydrology, vol. 95, pp. 19-38; 1987 (Principal Author).

A Finite-Element Thermal Energy Storage Model; Geological Society of America, 98th Annual Meeting, Abstracts with Programs, vol. 17, no. 7, p. 570; 1985 (Speaker).

Experience Overview

Greg Wetherbee is a senior water resources engineer in WWE's Denver office with more than four decades of water resources experience in Colorado. Greg has returned to WWE after completing a 29-year career with the U.S. Geological Survey (USGS) Water Mission Area, where he served in several project and program management roles. Greg has previous experience with several sectors, including land developers, agricultural producers, mining companies, and the former Rocky Flats Nuclear Weapons Facility, where he worked for 12 years before he rejoined the USGS.



Relevant Credentials/Specialties

- ❖ 40 years professional experience
- ❖ Hydrology
- ❖ Flow measurement
- ❖ Sediment transport
- ❖ Chemistry of natural waters
- ❖ Quality assurance of laboratory and field measurements
- ❖ Atmospheric deposition
- ❖ Radionuclides
- ❖ Acidic mine drainage
- ❖ Nutrients
- ❖ Borehole geophysics

Education

- M.S., Environmental Science, Colorado School of Mines, Golden, 1992
- B.A. Chemistry, Metro State University, Denver, 1987

Modeling Expertise

- Geochemical – WATEQ, PHREEQC
- Erosion – RUSLE, WEPP
- Sediment transport
- Atmospheric – HYSPLIT

Geology/Hydrogeology

Spring-Collection System Flow Measurement for Public Water Supply Assessment. Computed discharge records for spring collection systems that collect shallow sub-surface water, which is delivered to the Town of Paonia's Water Treatment Plant. The records were used to develop components of water balance calculations at various scales to inform future water-development decisions for the Town.

Coal Mine Hydrologic Monitoring. Evaluated and assisted with upgrades to the surface-water monitoring network for Mountain Coal Company, Paonia, Colorado. The network monitored water resources in complex montane watersheds that overlie the underground mine.

Evaluation of Water Supply Potential for Towns of Lead and Deadwood, South Dakota. Conducted a field reconnaissance of a 120-year-old spring-water collection system built by William Randolph Hearst to control all water supplies to gold mines in this historic Black Hills region. The field study identified many new sources of water not captured by the current system and opportunities for minimizing system losses by repairing leaks. The assessment was done as due diligence on the part of the Homestake Mining Company in preparation for deeding the system over to the Towns of Lead and Deadwood.

Porosity of Paleozoic Rocks in the Upper Colorado River Basin. Greg began his career as a Student Trainee and Hydrologic Assistant on the Regional Aquifer Systems Analysis (RASA) for USGS, in Denver. The RASA study included modeling to evaluate the regional groundwater supply in this large, complex basin, which required assessment of aquifer characteristics such as porosity of the sedimentary formations. Greg gathered and analyzed printed borehole geophysical logs by hand in the dawning age of computerized computation, culminating in his authorship of USGS Water Resources Investigation Report 90-4049.

Suburban Watershed Drainage Monitoring. Provided technical support to a groundwater study that evaluated potential effects of future surface-drainage improvements on groundwater levels in a residential community in Broomfield, Colorado.

Independence Pass Hydrology and Erosion. Conducted snowmelt runoff modeling to estimate surface and shallow subsurface flows with potential for erosion of decomposed granite surface materials and natural debris in high-altitude drainage chutes on Independence Pass, Colorado.

Experience Overview

Gary is a senior geologist and hydrogeologist for WWE on water resources projects with particular emphasis on geologic and hydrogeologic issues including: water rights analysis (surface and groundwater), water supply, water management, water quality issues, permitting, groundwater investigations, and well design and installation.



Hydrogeology/Water Supply/Water Quality

Relevant Credentials/ Specialties

- ❖ Registered Professional Geologist
- ❖ Water Rights
- ❖ Water Source Planning
- ❖ Project Management
- ❖ Well Design and Installation
- ❖ Over 30 years Professional Experience

Education

- B.S., Geology, Colorado State University, 1983
- M.E. Geological Engineering–Hydrogeology emphasis, Colorado School of Mines, 1992

Registrations/Affiliations

- Professional Geologist, Wyoming P.G. #1910
- Certified Professional Geologist, American Institute of Professional Geologists CPG #13332

Special Studies

- Aquifer Test Analysis in Fractured Rock, National Ground Water Association
- Western Water Rights and Water Engineering, University of Colorado at Denver
- Risk Assessment Short Course, Society of Mining Metallurgy and Exploration

Hydrogeological Study for Town of Paonia, Colorado. Provided assessment of hydrogeologic features related to Town of Paonia hydrogeological study. Acted as senior advisor and peer reviewer.

West Elk Mine, Gunnison County, Colorado. Prepared permit text for submittal to Colorado Division of Reclamation, Mining and Safety regarding all aspects of surface water and groundwater quality/quantity impacts associated with mining-induced ground subsidence at the West Elk Mine near Somerset. Conducted multiple field visits to the back-country areas above the subject mine to observe, document, and evaluate subsidence features and their potential impacts to water resources.

West Elk Mine Subsidence Monitoring, Gunnison County, Colorado. Part of a team conducting biannual field surveys of back country topography making observations of subsidence-related features (i.e., rockfalls, landslides, and surface fractures) in a 15-square-mile back-country area overlying underground coal mining activities.

Historic Agricultural Water Right Changes for Municipal Uses. Completed studies for several entities using aerial photography, power use records, and crop types to demonstrate the historic consumptive use on irrigated farm fields to develop a defensible basis for transfer to municipal uses. Studies were completed for the Town of Yuma and the Eastern Adams County Metropolitan District in Strasburg.

Bedrock Groundwater Production Wells, Colorado. Designed, prepared specifications/bid packages for and observed construction of several Denver Basin groundwater production and observation wells in Colorado. Construction oversight included monitoring of water level data and water quality during aquifer testing and analysis of aquifer properties.

Denver Basin Aquifer Groundwater Quantification and Evaluation. Hydrogeologic consulting to quantify and evaluate the available groundwater in the Denver Basin aquifer underlying large tracts of land for multiple landowners. Consulting services included well permitting, well design and construction oversight, well yield analysis, and water quality sampling and evaluation.

Aquifer Testing and Analysis, Various Locations, Rocky Mountain West. Coordination and collection of water level data and water quality sampling during aquifer (bedrock and alluvial) testing with aquifer properties analyzed using various spreadsheet and commercial models.

Confidential Mining Client, Delta County, Colorado. Investigated to assess potential impacts to water supply wells and wetlands located in close proximity to a proposed aggregate mining operation. Potential impacts were assessed for both dry- and wet-mining alternatives.

Nontributary Produced Groundwater Assessments. Completed investigations and analyses using spreadsheet and commercial models to assess the areas within specific geologic formations where produced groundwater associated with oil and gas development would meet the nontributary statutory definition. Specific energy company clients and their developments areas included ExxonMobil Corporation (Piceance Creek Basin), Gunnison Energy Corporation (southeast Piceance Basin near Paonia Reservoir), and Laramie Energy II (eastern Piceance Basin near Rifle).

Permitting and Groundwater Rights Assessments. Investigated well permitting and water rights associated with numerous properties as part of due diligence before purchase or after purchase to assist owners with water supply planning for future use and development of the property.

Gunnison Energy Corporation, Gunnison and Delta Counties, Colorado. Part of an interdisciplinary team that prepared a comprehensive baseline water resources investigation and impact assessment from gas exploration for Gunnison Energy Corporation, a Denver-based natural gas exploration company.

BP America, La Plata and Archuleta Counties, Colorado. Lead technical consultant and liaison between this energy company and their groundwater modeling consultant relative to an evaluation of depletive effects on surface water resulting from the production of groundwater from coalbed methane extraction wells in the Northern San Juan Basin. Services included preparation of the scope of work, logistical coordination of contractor bids and selection, participation as the lead member of a technical advisory committee, and peer reviewer of a numeric groundwater model.

Abandoned Gravel Operation, Rifle, Colorado. Prepared a substitute water supply plan and renewal for an abandoned gravel operation on the Colorado River near Rifle. Planned for the eventual backfilling of the pit above the historic high groundwater surface. Submitted satisfactory survey information to the State Engineer's Office to enable the gravel well permit to be dropped and the augmentation liability of the client to be curtailed.

Gold Mine Investigation, Alma, Colorado. Conducted an evaluation of a fracture-controlled aquifer system inside a 1,000-foot-deep active gold mine near Alma. This investigation determined the characteristics of the fractured aquifer while a portion of the mine was dewatered via use of core hole water level and flow data.

ARCO Coal, Colorado. Successfully assisted with the evaluation and submittal of an application to Colorado Division 4 Water Court for a nontributary designation of groundwater intercepted in underground coal mine workings.

Sanctuary Golf Course, Castle Pines, Colorado. Prepared an engineering report for Division 1 Water Court summarizing a plan for augmentation for the Sanctuary Golf Course relative to its use of Denver aquifer water for golf course irrigation. Involved in negotiations with objectors related to return flow and post-pumping depletion obligations.

Homestake Mining Company, South Dakota. Conducted an analysis of water rights within the Elk Creek basin in western South Dakota. This analysis was conducted to assess the impacts to downstream water rights if Homestake divested its senior water rights near the Elk Creek headwaters. This study included a review of the hydrologic and geologic factors contributing to losses throughout the basin.

High Plains Aquifer Management, Southwest Kansas. Assisted southwestern Kansas consortium of irrigation farmers with evaluation of alternatives for High Plains aquifer management, including consideration of water quality degradation.

Central South Platte River Corridor, Denver, Colorado. Conducted survey of well use and well water quality for Colorado groundwater classification and standards hearing.

Dunbar Resort, Deadwood, South Dakota. Assisted the Dunbar in obtaining a surface water right from Whitewood Creek in western South Dakota for golf course irrigation purposes. This study included water quality impacts.

Experience Overview

Claire Vavrus is a water resources engineer focused on hydrogeology, water rights, and post-fire hydrologic hazards. Her experience includes groundwater monitoring and resource development, post-fire risk assessment, permitting for well construction, and groundwater dewatering. Claire also has experience conducting geophysical surveys on groundwater resource development projects in alpine areas.



Relevant Credentials/Specialties

- ❖ Regulatory Compliance
- ❖ Well Design and Permitting
- ❖ Groundwater Monitoring
- ❖ Aquifer Testing
- ❖ Hydrologic Studies
- ❖ Water Rights Accounting
- ❖ Post-fire Hazard and Risk Assessment
- ❖ Water Quality
- ❖ Geophysical Surveys

Education

- M.S., Geology, 2021
Colorado School of Mines
Thesis: *Investigating impacts of land-use on hillslope erosion via rilling and gullying in post-wildfire landscapes*
- B.S., Geological Engineering and Geology & Geophysics, 2018, University of Wisconsin–Madison
Certificate: *Environmental Studies*

Registrations

- Registered Professional Engineer (Colorado #0067592)

Prior Experience

- Summer Research Experience for Undergraduates at Virginia Tech
Project: *Effects of Oxygenation on Fe and Mn Concentrations in a Reservoir*

Water Resources Engineering

Town of Paonia Hydrogeologic Investigation (Phase 1). Assisted with geophysical and hydrological data review and analysis for the hydrogeological investigation of the Town of Paonia's spring water supply. Assisted with writing the report summarizing the hydrogeological investigation and results and recommendations.

CWCB Wildfire Ready Watersheds (WRW) Initiative. Estimated the likelihood of each watershed in the state to generate a debris flow if it was disturbed by wildfire. Authored three fact sheets to support the greater WRW effort including detailed sheets on post-fire geomorphic hazards, urban post-fire water quality considerations, and potential impacts of wildfire disturbance on Colorado's water supply systems.

Camp Tahosa. Performed due diligence evaluation associated with the Boy Scouts of America Camp. Evaluation included water rights estimation, water demand assessment, well yield and water quality testing and assessment, projection of physical water supply, geophysical survey to identify possible bedrock fractures, and estimated costs for site improvements.

Everland Well Development. Assisted with locating a well in the Pike-Rampart Water Supply Zone of Douglas County. Performed a Very Low Frequency (VLF) electromagnetics survey method to increase the likelihood of identifying possible well locations that intersect water-bearing fracture zones.

Boxelder Basin Regional Stormwater Authority. Assisted in conducting the groundwater monitoring program and site evaluation to assess the potential water rights injury to nearby irrigation wells due to the proximity of a dewatering pipeline. Provided support on water rights evaluation.

Eastern Adams County Metro District Well No. 6. Oversaw the drilling and completion of Arapahoe Well No. 6 near Strasburg, Colorado, for the Eastern Adams County Metro District. The well was borehole drilled with a reverse mud rotary drill rig over a period of about 36 hours and constructed to 510 feet into the Upper Arapahoe aquifer. Eight-inch steel casing was used, along with 40,000 pounds of gravel and 55,000 pounds of cement grout. The new well performs at about 117 gallons per minute.

Confidential Post-fire Hazard Evaluation in New Mexico. Calculated annual post-fire hillslope erosion to understand potential impact of fire in terms of erosion and filling of on-channel stock ponds. Conducted a site visit to incorporate field observations to desktop erosion calculations.



DOUGLAS E. SCHWENKE, PE

PROJECT MANAGER

OVERVIEW

Doug Schwenke has more than 30 years of civil engineering experience in the design and analysis of civil engineering projects, including water and wastewater systems planning and design; wastewater treatment plant (WWTP) design; water treatment plant design; concrete and steel design and analysis; analysis and design of water-impoundment, diversion, and monitoring structures; water and wastewater distribution design; water resources engineering; and construction observation and management.

PROJECT EXPERIENCE

Victor Reservoir No. 2, Outlet Tower Replacement Project, Victor, Colorado. Doug is the project manager overseeing the permitting and design of valve tower replacement for Victor Reservoir #2 for the City of Victor. The outlet valve tower replacement will be replaced by a traditional sloped outlet structure, complete with dual slide gates, stems, stem guides, and a pedestal operator. The design will also feature a full-scale inlet control box, cast-in-place pipe lining of the 20-inch mud line and 12-inch supply line, and bubbler lines for water elevation measurements.

Colorado Department of Local Affairs (DOLA) Small Communities Water and Wastewater Technical Assistance Program, Denver, Colorado. Doug has been the project manager for this technical assistance program for DOLA since 2019. Doug has provided water and wastewater technical assistance to more than 30 communities in Colorado's Front Range, Eastern Plains, and Western Slopes through this program. Technical assistance includes third-party reviews of project needs assessments, preliminary engineering reports, master plans, construction cost estimates, capital improvement plans, asset management plans, WWTP discharge permits, well monitoring plans, water infrastructure, wastewater infrastructure, spring structures, and other planning assessments.

2023 Distribution System Improvements, Beulah Water Works District, Beulah, Colorado. Doug was the project manager overseeing the design and construction of removing or abandoning existing water lines in Beulah Water Works District's distribution system, and replacing them with 12,600 linear feet (LF) of PVC or HDPE water lines. Work also included replacing service lines, meters, and meter pits; and installing hydrants. Provisioning of a new Automatic Drive-By meter reading system was also included with this work. Construction is slated for substantial completion in May 2025.

Wells C1, C2, and C3 Air Stripper Facility, Widefield Water and Sanitation District (WWSD), Fountain, Colorado. Doug was the project engineer responsible for the Colorado Department of Public Health and Environment (CDPHE) permitting, City of Fountain Permitting, planning, design, and construction observation of a dual Air Stripper Facility designed to remove PCEs from wells C1, C2, and C3 for the WWSD. Doug was specifically responsible for the design of the disinfection system, underground chlorine contact tank and building foundation, distribution booster pumps, site plan, HVAC design, and superstructure design.

Wastewater Treatment Plant Expansion – Structural Design, WWSD, Fountain, Colorado. Doug was the structural engineer responsible for the structural design of cast-in-place foundation slabs and spread footings, reinforced concrete masonry unit superstructures, reinforced concrete tanks, and double tee roof structures for the WWSD WWTP expansion. Facilities that were structurally designed were the new headworks facility, return-activated sludge/waste-activated sludge pump station, digester facility, and aerated sludge holdings tanks.

TECHNICAL EXPERTISE

- / Dam Design and Permitting
- / Water Treatment and Distribution Design
- / Design of Open Channel Diversion and Measuring Structures
- / Water Resources Engineering
- / Structural Design and Analysis
- / Wastewater Treatment Plant Design and Process Analysis
- / Wastewater Lift Station and Collections System Design
- / Construction Observation and Management

EDUCATION

- / BS in Engineering (Specialty Civil), Colorado School of Mines, Golden, CO (1994)

REGISTRATIONS & LICENSES

- / Professional Engineer in Montana
pending
- / Professional Engineer in Colorado –
PE No. 35711

PROFESSIONAL MEMBERSHIPS

- / American Water Works Association
- / Colorado Rural Water Association
- / American Concrete Institute
- / Water Environment Federation

CERTIFICATIONS & TRAINING

- / Special Inspector, State of Colorado Flood Response Team (2013)

HONORS & AWARDS

- / H₂O Project Award, Colorado Contractors Association, WWTP Nutrients and Dewatering Improvements (2019)
- / Flood Response Award, Colorado Department of Natural Resources, Dam Safety Branch (2013)

WORK HISTORY

- / RESPEC (2021–Present)
- / JDS-Hydro Consultants (2002–2021)
- / Kiowa Engineering, Inc. (1998–2002)
- / ECI (1994–1998)

Water Quality Management Plan and 9-Element Watershed Plan, Pueblo Area Council of Governments (PACOG), Pueblo, Colorado. Doug has been the project manager overseeing the development and update of PACOG's Water Quality Management Plan since 2019. The Water Quality Management Plan is responsible for establishing water quality parameters, background data, wastewater projections, contaminants of constituents in Pueblo County receiving streams, and background data for the eight wastewater treatment entities in Pueblo County. PACOG's 9-Element Watershed Plan is being developed according to the EPA's 9-point standard for protecting stream resources from non-point pollution sources. Specifically, this 9-Element Watershed Plan is being developed to protect the St. Charles River from non-point contamination by septic system failures, such as phosphorus, nitrogen, and other contaminants consistent with septic system failures.

Eastonville Road Design, Meridian Service Metropolitan District, Falcon, Colorado. Doug was the project manager for the design of approximately 2,700 LF of municipal street for the Meridian Service Metropolitan District. Design for Eastonville Road included pavement design, road grading, curb and gutter, storm drain, and street subgrade design.

Elevated Tank Repair, Strasburg Sanitation and Water District (SSWD), Strasburg, Colorado. Doug is the project manager overseeing the design of repairs to the 75,000-gallon elevated water tank for SSWD. Repairs include removal and abatement of existing lead-based coating system, design of Occupational Safety and Health Administration (OSHA) standard improvements to the tanks, such as new safety railing, access ladder, and cell phone antennae corral, and recoating of elevated tank and associated support superstructure.

Highland Lakes Water District – Groundwater Under the Direct Influence (GWUDI) Treatment Addition, Divide, Colorado. Doug was the project manager responsible for overseeing the planning, funding, design, permitting, bidding, and construction of a water treatment plant addition featuring ultrafiltration to enable the facility to meet GWUDI Surface Water. The project has been funded by an Energy Impact and Assistance Fund (EIAF) grant and Drinking Water Revolving Fund (DWRF) loan and was permitted through the CDPHE.

Teller County Water and Sanitation District No. 1, Radium Removal Addition, Woodland Park, Colorado. Doug is the project manager responsible for overseeing the planning, funding, design, permitting, bidding, and construction of a water treatment plant addition featuring ion exchange meant to enable the facility to remove radium from the District's source water. The project has been funded by an EIAF grant and DWRF loan and was permitted through CDPHE.

Town of Kit Carson, Wastewater Treatment Plant Lagoon Conversion, Kit Carson, Colorado. Doug is the project manager responsible for overseeing, planning, funding, and permitting the conversion of a facultative lagoon to an evaporative non-discharging lagoon. The project is currently in the design phase, preparing a process design report, technical specifications, construction drawings, and other associated permitting documents. The project has been funded by an EIAF grant and DWRF loan and was permitted through CDPHE.

Denver Basin Water Resources Engineering; Monson, Cummins, Shohet, and Farr, LLC; El Paso County, Colorado. Doug has provided water resources engineering services to support the development of Denver Basin Augmentation Plans and Replacement Plans for clients served by Monson, Cummins, Shohet, and Farr, LLC. Work includes estimates of Denver Basin Aquifer Allocations, estimates of indoor and outdoor water demands, estimates of not-nontributary depletions to the alluvium, and calculation of lagged depletions, as necessary

WWTP Technological Improvements, WWSD, Fountain, Colorado. Doug was the project manager providing construction engineering services for the construction of \$5.5 million in improvements to meet Regulation No. 85 requirements for the WWSD WWTP. Improvements included the addition of a new anoxic zone and internal recycle pumps for the biological removal of nitrogen, an anaerobic basin for the luxury update removal of phosphorus, a chemical building to dose alum and caustic soda for the chemical precipitation of phosphorus and control of alkalinity, and provision of two screw presses to accommodate the additional production of sludge caused by the biological and chemical removal of nitrogen and phosphorus.

Wagons West Lift Station, ProTerra Properties, Monument, Colorado. Doug was the project manager responsible for preparing a site application for constructing a new lift station for ProTerra Properties at the new Wagons West development. The new lift station site application and design will ultimately be used to convey wastewater from the Wagons West development into the Monument Sanitation District collections system. The site application will be developed to meet Pikes Peak Area Council of Governments 208 Plan requirements.



ALAN J. LEAK, PE

TECHNICAL ADVISOR/QAQC

TECHNICAL EXPERTISE

- / Water and Wastewater Infrastructure
- / Water Rights
- / Stormwater Management

EDUCATION

- / BS in Civil Engineering, Colorado State University, Fort Collins, Colorado (1981)

REGISTRATIONS & LICENSES

- / Professional Engineer in Colorado and Nevada

PROFESSIONAL MEMBERSHIPS

- / American Council of Engineering Companies (ACEC)
- / Colorado Association of Stormwater and Floodplain Managers (CASFM)
- / Colorado Water Congress (CWC)

WORK HISTORY

- / RESPEC (2013–Present)
- / WRC Engineering, Inc. (1981–2013)

OVERVIEW

Before joining RESPEC in 2013, Alan Leak served as the President of WRC Engineering, Inc. (WRC) in Denver, Colorado, and other roles for WRC since 1981. Alan has 43 years of extensive and comprehensive experience in all aspects of water resources engineering including water supply transmission and distribution, and wastewater collection; expert water-rights engineering services; and stormwater management and flood control. His responsibilities include business development, project management, and leading teams of RESPEC employees in solving critical water-resource engineering problems.

TECHNICAL EXPERIENCE

Water and Wastewater Infrastructure. Alan's experience in water and wastewater infrastructure includes project management; water and wastewater master planning; capital improvements planning and management; reuse plans and substitute water supply plans; planning and designing water transmission and distribution lines, wastewater collection and interception lines, pump stations, and wells; and water and wastewater systems management. Alan has also provided expert testimony before the Colorado Water Quality Control Commission regarding municipal water quality issues.

Water Rights. Alan's experience with water rights includes evaluating and analyzing water rights, water-rights accounting, preparing augmentation plans, preparing comprehensive plans for acquisition, and implementing water rights for raw and treated water supplies. Alan has also served as an expert witness in several water-related court proceedings. These water-rights support services have included investigating claims and determining facts; engineering analyses; producing expert reports; preparing and answering discovery requests, including interrogatories and document production, strategy preparation, and assistance to council; giving depositions; exhibit and trial preparation; participating in settlement negotiations; and providing expert testimony at hearings and trials.

Stormwater Management. Alan's stormwater management responsibilities include project management, stormwater master planning, floodplain management, and drainage facility design and construction. His stormwater master planning projects have included major drainageway and outfall systems planning, and alternatives analyses. Alan's floodplain management experience includes hydrologic and hydraulic analyses, floodplain modeling, floodplain delineation, and Federal Emergency Management Agency (FEMA) map revision processing. He has provided expert testimony before the Colorado Water Quality Control Commission regarding municipal water quality issues. He has authored and coauthored over 25 stormwater, floodplain, and water quality manuals throughout the United States.

PROJECT EXPERIENCE

Water Rights Engineering Seminar for the Urban Watersheds Research Institute, Colorado. Alan was the lead instructor for this seminar, which provided engineering professionals in the water resources field with an overview of Colorado water rights, including basic concepts, water administration, water measurement, and services commonly required by clients (e.g., water rights protection, consumptive use analysis, accounting, and Water Court change case applications).

On-Call Water Rights and Water Resources Services, Pueblo West Metropolitan District, Pueblo West, Colorado. Alan is the project manager who oversees the full spectrum of services for the Pueblo West Metropolitan District's water rights and water resources needs. The services include protecting existing water rights, analyzing the value of potential water-rights purchases, and providing technical support for change-of-use cases involving acquired water rights. Alan developed a water reuse and exchange plan to maximize using the Pueblo West Metropolitan District's water rights. This project included evaluating

lawn-watering practices, returning flow quantification from various potable and non-potable (wastewater) uses, developing a plan for water accounting/allocation, and provided engineering services connected to the Pueblo West Metropolitan District's application for plan approval for reuse and exchange. His work also included modeling the surface water and groundwater systems, determining impacts on other vested rights and approved exchanges near the project, and developing plans for alleviating potential injury to other water rights. Alan also managed the Pueblo West Metropolitan District's acquisition of water rights associated with the Hill Ranch in Chaffee County, Colorado. The Hill Ranch water-rights portfolio was evaluated for acquiring and recommending purchase prices. Once acquired, Alan led the historic consumptive use and stream depletions evaluation and supported the Pueblo West Metropolitan District's legal counsel through the Water Court process. The final decree provides the Pueblo West Metropolitan District with an average annual yield of over 1,900 acre-feet of fully consumable water. Alan designed water measurement structures on the Willowdale Ditch and the Pioneer Ditch using 24" Parshall flumes and telemetry tied into the State of Colorado satellite monitoring system. Alan also provides support for Pueblo West's Metropolitan District's water rights accounting including exchange and storage operations.

On-Call Water Right Services, Town of Morrison, Morrison, Colorado. The Town of Morrison maintains multiple shared water rights and storage reservoirs that require ongoing tracking and analyzing water use/water rights, including the protection of their existing rights. Alan provides ongoing water-rights services that include preparing Water Court applications, change of water rights to Quarry Reservoirs No. 1 and No. 2, and engineering services to protect the town's water rights from proposed changes on the stream system. Alan also served as project manager and coordinated the physical and regulatory process of bringing the town's new raw water storage reservoirs online.

City of Greeley Boyd Freeman Ditch Measurement Structure, City of Greeley, Colorado. Alan was the principal in charge of the design of a new measurement structure for the Boyd Freeman Ditch. The existing measurement structure became useless and unreliable due to continuous silting of the underground pipe measurement structure. The new measurement structure consisted of the installation of a 36" prefabricated Parshall flume with upstream and downstream ditch grading to comply with the required flume flow regimes for accurate flow measurement.

Water and Wastewater Authority Engineering Services, ACWWA, Arapahoe County, Colorado. Alan currently serves as the authority engineer for the ACWWA. In this role, Alan provides engineering support for their water and wastewater activities, including planning, design, and constructing capital improvement projects as well as advising the Board of Directors on engineering matters. Alan also supports ACWWA's Water Resources Engineer in managing the portfolio of water rights. In this role, Alan managed the due diligence activities for reviewing a proposed water-rights portfolio comprised of shares and water rights in over 15 ditch and reservoir companies on over 30 farms, which, in aggregate, would yield an average of 4,400 acre-feet of fully consumable water for the ACWWA. This diligence activity extended over a period of several years and included consumptive use and stream depletions analyses; a review of diversion records, aerial photographs, and farming records; and the verification of expected water yield to make recommendations on the suitability of including the water rights into ACWWA's water portfolio. Alan also provided technical oversight and evaluation of surface water models and results provided by others to ACWWA.

Water Rights Engineer, FHMD, Jefferson County, Colorado. Alan currently serves as the FHMD's water-rights engineer and monitors and oversees their water-rights accounting. Alan developed and provided the engineering support for the FHMD's water augmentation plan and prepared technical input and expert testimony in support of the application filed in the Water Court of Water Division 1 for the plan's approval. Alan also provided engineering design management for installing and operating the water supply system, the water distribution system, and the wastewater collection and treatment facilities.

Chatfield Arboretum Wetlands Plan of Augmentation and Exchange, Colorado Department of Transportation, Littleton, Colorado. Alan prepared an analysis of the replacement water requirements for mitigation wetlands for the Chatfield Arboretum Wetlands project. This included preparing a plan of exchange to provide replacement water from reusable return flows from the Town of Castle Rock for surface diversions to the wetlands from Deer Creek. Alan assisted in preparing a Water Court application and provided engineering support to the State of Colorado Attorney General's office.

Powder Ridge Development, Mesa County, Colorado. Alan developed a water supply plan using both surface and groundwater sources for the proposed Powder Ridge Development. He also assessed water rights available to the proposed development and developed a water augmentation plan to protect vested rights on the stream system.



BRIAN L. ELKINS JR., PE

PROJECT MANAGER

TECHNICAL EXPERTISE

- / Water and Wastewater Systems Master Planning
- / Water and Wastewater System Infrastructure Design
- / Conceptual Master Planning Project Management

EDUCATION

- / MS in Civil Engineering, Colorado State University, Fort Collins, CO (2020)
- / BS in Civil Engineering, Louisiana Tech University, Ruston, LA (2018)

REGISTRATIONS & LICENSES

- / Professional Engineer in Colorado (No.0062955)
- / Professional Engineer in Louisiana (No. 0048048)
- / Professional Civil Engineer in Alaska (No. 24214)

PROFESSIONAL MEMBERSHIPS

- / American Society of Civil Engineers (ASCE)
- / National Society of Professional Engineers (NSPE)

WORK HISTORY

- / RESPEC (2023–Present)
- / Engineering Ministries International (EMI), Colorado Springs, CO (2021–2023)
- / Landmark EPC (2020–2021)
- / DeForest Engineering (2016–2019)

OVERVIEW

Brian Elkins is a water/wastewater engineer experienced in the analysis, concept design, and master planning design of various water and wastewater facilities, including well sources, water distribution systems, wastewater collection facilities, groundwater systems, pumping and lift stations, raw and potable water storage, and rural water systems. Brian's role as a water/wastewater engineer involves conducting detailed analyses to assess project needs, evaluating existing infrastructure, conducting feasibility studies, and developing comprehensive plans to design and implement water and wastewater facilities.

SELECTED PROJECT EXPERIENCE

Water and Wastewater Improvements, Mueller State Park, Colorado Parks & Wildlife, Colorado. As the project manager, Brian has completed an evaluation study with asset inventory, is developing a capital improvement plan, and is managing the design of a dump station, wastewater facility improvements, a 4,800-lineal-foot pipe waterline, and a new SCADA system for the water treatment systems Mueller State Park. The analysis and design includes using ArcGIS Pro software, management of construction documentation, and coordination with the Park, Teller county and CDPHE.

Distribution System Improvements, Paonia, Colorado. As the project engineer, Brian has designed a \$5M 12-inch PVC waterline to replace an existing 8,000-lineal-foot, 8-inch steel pipe waterline with associated appurtenance improvements for fire flow protection. The analysis includes using InfoWater Pro hydraulic modeling software, management of construction documentation, and coordination with the Town, Delta county and CDPHE.

Distribution System Improvements, Paonia, Colorado. As the project engineer, Brian is managing the design of a \$5M 12-inch PVC waterline to replace an existing 8,000-lineal-foot, 8-inch steel pipe waterline with associated appurtenance improvements for fire flow protection. The analysis includes using InfoWater Pro hydraulic modeling software, management of construction documentation, and coordination with the Town, Delta county and CDPHE.

Source Water Improvements Project Needs Assessment (PNA), Cheyenne Wells, Colorado. As the project engineer, Brian developed a PNA for the Town of Cheyenne Wells to improve the source water quality of the town. It included the conceptual design of an ion-exchange water treatment plant for nitrate removal, new well, and blending vault. The PNA has been submitted to CDPHE and is pending approval.

Department of Local Affairs (DOLA) PNA Review, Holly, Colorado. As the project engineer, Brian evaluated a PNA by a third-party engineering company through the Colorado DOLA Small Communities Water and Wastewater Project Development program for the Town of Holly. The proposed alternative contained in the PNA report is estimated to cost \$9.9 million. The purpose of the PNA is to reduce radium levels of the drinking water supply below the Maximum Contaminant Level (MCL), increase drinking water storage supply, and improve the distribution system.

Water and Wastewater System Evaluation, Lost Valley Ranch, Sedalia, Colorado. As the project engineer, Brian evaluated a private water and wastewater system for Lost Valley Ranch. The analysis included mapping the system to QL-B standards, performing hydraulic modeling of the water distribution and sewer collection systems, prioritizing future repairs and replacements of major water and wastewater infrastructure, and implementation of an asset management program. The deliverables included utility maps of the campus, an asset repair and replacement prioritization report, and future improvement recommendations.



New Distribution System, Falcon Heights Property Owners Association (POA), Colorado Springs, Colorado. As the project engineer, Brian designed and drafted an 8-inch waterline for the Falcon Heights POA. The purpose of the waterline was to meet fire-flow requirements for the FOA that was previously undersized.

Water and Wastewater Infrastructure Engineering Assessment, Norton Sound Region, Alaska. With a previous employer, Brian was an engineer on the team for the assessment of all water and sewer systems for the Norton Sound region in northwest Alaska. The project included documentation of all water and sewer infrastructure parts and deficiencies, implementation of asset management software, establishing standardization for the region, and establishing a Community Utility Assistance Program (CUAP) over the region.

Gravity Flow System Design in Bundibugyo, Uganda. While with a previous employer, Brian was an engineer on the team for a Preliminary Engineering Report (PER) regarding the gravity flow system design for the Town of Bundibugyo. The civil design emphasized providing recommendations for three gravity flow water systems (North, Central, and South Ridges), including stream collection, treatment, storage, and distribution. Brian designed and modeled the North Ridge system using EPANET software to determine pipe sizing, BPT spacing, and pipe layout.

Conceptual Master Plan, Maranatha Hospital, Fort Portal, Uganda. While with a previous employer, Brian was the co-project leader of the 8-acre conceptual masterplan project for Maranatha Hospital in Uganda. He co-led a multinational/multidisciplinary team of engineers and architects to conduct a design charrette for a master plan and conceptual building design for the first two-phase buildings. He designed the potable water system, onsite wastewater treatment system, and site grading.

Conceptual Master Plan, Tenwek Hospital, Bomet, Kenya. While with a previous employer, Brian was an engineer on the team for the 8-acre conceptual masterplan project for Maranatha Hospital in Uganda. He co-led a multinational/multidisciplinary team of engineers and architects to perform a design charrette for a master plan and conceptual building design for the first two-phase buildings. He designed the potable water system, onsite wastewater treatment system, and site grading.

Conceptual Master Plan, ICM School and Church, Dominican Republic. With a previous employer, Brian was the deputy project leader for the 3-acre conceptual masterplan project for ICM School and Church in the Dominican Republic. He co-led, alongside a licensed P.E., a multinational/multidisciplinary team of engineers, architects, and a surveyor to conduct a design charrette for a master plan and conceptual building design for the first two-phase buildings. He designed the potable water system, wastewater collection system with a lift station, porous pavement parking area with an underdrain, and a bioretention rain garden for stormwater volume reduction.

Piped Water and Sewer PER, Town of Wales, Alaska. With a previous employer, Brian was an engineer on the team for the design of a piped water and sewer system for the town of Wales, Alaska. The project included designing and analyzing five alternatives and selecting an alternative using life-cycle analysis. The selected alternative consisted of an infiltration gallery, a 2 MG tank, both above- and below-ground water distribution, a vacuum sewer collection system, and a subcontracted wastewater treatment package plant.

Conceptual Master Plan, Bongolo Hospital, Gabon. With a previous employer, Brian was an engineer on the team to design a water and wastewater treatment system for the conceptual master plan for Bongolo Hospital in Gabon. Brian conducted in-situ water quality and soil percolation tests to determine the suitability of the existing water treatment and the soil for on-site wastewater treatment. He designed the water storage tanks, estimated submersible well pump size, utility layout, and conceptual water treatment schematic.

Tanyard Creek Land Development Design, Ruston, Louisiana. With a previous employer, Brian was an engineer on the team that provided the civil engineering documents required to construct the Tanyard Creek development, an 80-acre property in Ruston, Louisiana, featuring over one hundred 8th-acre residential lots. He used the rational method and modeling software (AutoCAD Civil 3D and Hydraflow Storm Sewers) to design the underground drainage infrastructure and detention ponds sized to handle runoff from a 100-year storm, following Louisiana standards. He also designed the site grading and calculated the required cut/fill quantities. The subdivision has now been successfully constructed.



REBECCA E. NORTON, PE

MODELING AND WATER DISTRIBUTION LEAD

TECHNICAL EXPERTISE

- / Project Management
- / Water, Wastewater, and Stormwater Modeling
- / Utilities Master Planning and Design
- / ArcGIS Enterprise/Portal and ArcGIS Online
- / Asset Management

EDUCATION

- / BS in Civil Engineering, University of Kansas, Lawrence, KS (2001)

REGISTRATIONS & LICENSES

- / Professional Engineer in Colorado

PROFESSIONAL MEMBERSHIPS

- / American Society of Civil Engineers (ASCE)
- / American Water Works Association (AWWA)

WORK HISTORY

- / RESPEC (2022–Present)
- / InVision GIS, LLC (2014–2022)
- / Civil Resources, LLC (2013–2014)
- / City of Loveland (2010–2013)
- / Civil Resources, LLC (2010)
- / TST, Inc. Consulting Engineers (2006–2009)
- / Tetra Tech RMC, Inc. (2003–2006)
- / Kansas Department of Transportation, Bureau of Traffic Engineering (2002–2003)
- / Phelps Engineering, Inc. (2001–2002)

OVERVIEW

Rebecca Norton is a professional civil engineer, project manager, and GIS analyst specializing in water, wastewater, and stormwater utilities. She has 23 years of experience in engineering design, modeling, and GIS. Rebecca has worked in both the public and private sectors, providing her with utilities experience that extends from the initial planning and feasibility phases through design, construction, and long-term operations. Rebecca's combined experience in engineering and GIS gives her an understanding of project management, model development, data analysis, capital improvement planning, master plan development, customized GIS data and mapping solutions, and asset management.

PROJECT EXPERIENCE

WATER

Southwest Link 30-Inch Ductile Iron Transmission Main, Fountain, Colorado. As the project manager, Rebecca led the pipeline design process, which included alignment selection, subsurface utility engineering (SUE) investigation, pipeline materials selection, easement acquisition, and preparation of final construction drawings and specifications. The 6,600-linear-foot pipeline includes a welded connection to an existing steel tank, a 470-foot-long bore under I-25, and the BNSF railroad. She managed the project through bidding, and it is currently under construction.

Waterline Replacements, Beulah, Colorado. Rebecca is currently managing a waterline replacement project consisting of over 10,000 linear feet of replacements. The existing water system is undersized and experiencing significant water loss. The selected construction solution includes installing the new waterlines while leaving the existing lines in place to serve customers. Eventually, the existing system will be abandoned. The design process includes geotechnical analysis, SUE, easement acquisition, bid document preparation, and construction sequencing. The project is currently under construction and is scheduled for completion in 2025.

Northern Delivery System (NDS) Transient Analysis and Mitigation Design, El Paso County, Colorado. Rebecca performed the transient analysis for the NDS booster pump station for Triview Metropolitan District using Bentley OpenFlows HAMMER software. The NDS booster pump station consists of three 350-hp pumps discharging a total of 2,780 gallons per minute. She worked with the design team to develop the proposed mitigation strategies for the booster pump station, which included a hydropneumatic bladder tank, air-vac valves, pump station control valves, and variable frequency drives.

Town of Estes Park, Water Model Manager, Estes Park, Colorado. Rebecca converted the Town's Water model from Water GEMS to InfoWater in 2014 and then upgraded the model to InfoWater Pro in 2019. She provided ongoing maintenance, updates, and water model analyses for future projects. Rebecca delivered modeling results in a GIS mapping format for the Town to forward to the developer or project design engineers.

Saint Charles Mesa Water District, Water Model Update, Pueblo, Colorado. Rebecca updated the District's water model using WaterCAD software. The previous model was more than 10 years old and was not maintained. She presented different water modeling software options and helped select the best option for the District. The pipes, nodes, control valves, pump stations, and tanks were updated based on new GIS data. System demands were updated based on current meter and water plant production data. The model was calibrated based on SCADA and fire hydrant testing data. Rebecca provided ongoing modeling support by performing specific modeling requests for the district as needed.



City of Loveland, Water Model Manager, Loveland, Colorado. As a City employee, Rebecca managed the water model for existing and future planning conditions. She worked with the engineering consultant to update the water model and performed fire flow simulations for new developments.

Moraine Avenue Water Main Upgrade, Estes Park, Colorado. Rebecca prepared the design plans for a water main upgrade project, ranging between 12 and 24 inches. The water project occurred simultaneously with a bridge replacement project over Fall River in downtown Estes Park. Rebecca also coordinated electrical conduit placement for the Town's Electric Division.

Morning Drive Alternate 36-Inch Steel Water Main, Loveland, Colorado. Rebecca managed the 2,000-linear-foot steel pipeline project from conceptual/preliminary design through final design and construction. She performed the alignment alternatives and cost analyses, acquired easements, and obtained a 1041 permit through Larimer County. Rebecca managed the project through bidding and construction.

Highway 34 Emergency Waterline Replacement, Loveland, Colorado. Rebecca managed an emergency waterline replacement project in west Loveland, which replaced approximately 500 feet of 6-inch cast iron waterline with 6-inch PVC. The waterline was a dead-end line located under West Highway 34, resulting in challenges with rocky soils, vehicle traffic on the major highway, and water service to customers during construction.

Overland Pump Station for Fort Collins-Loveland Water District, Fort Collins, Colorado. As a project engineer, Rebecca analyzed the District's system to determine the required capacity of the station and prepared the construction plans and specifications. She administered the project through the City of Fort Collins development review process. Rebecca also assisted the District through the bidding and construction processes.

WASTEWATER

Highway 402 Corridor Planning, Loveland, Colorado. Rebecca worked on a multi-disciplinary team at the City of Loveland to provide long-term planning for a growing corridor of approximately 9 square miles of undeveloped land. Rebecca represented the water and wastewater utilities on a team that included representatives from planning, public works, stormwater utilities, electric utilities, and economic development. She provided conceptual design information, infrastructure sizing, and costs to support water and wastewater service to the area based on various land-use plans and development densities.

Liberty Gulch Trunkline, Saint Vrain Sanitation District, Weld County, Colorado. Rebecca performed the service area and alignment alternatives analysis for a 36-inch sanitary sewer trunkline. She helped acquire easements, prepared the construction plans and specifications, and managed the project through construction.

RAW WATER AND WATER RIGHTS

Raw Water Storage and Conveyance Feasibility Studies, United Water and Sanitation District, Colorado. Rebecca performed several feasibility studies to evaluate the District's raw water storage and conveyance projects. The analyses consisted of the conceptual design of storage reservoirs, raw water pump stations, pipelines, canals, and diversion structures. She performed conceptual-level cost estimates for the proposed infrastructure and calculated projected water delivery volumes versus operational costs over a 30-year timeframe.

Water Court Case No. 13CW029, Firestone, Colorado. Rebecca prepared the final engineering report to support a water rights change of use application. She performed the historic consumptive use analysis and determined historic return flows to Saint Vrain Creek.

Water Court Case No. 02CW404/03CW442, Adams & Weld Counties, Colorado. Rebecca prepared the final engineering report that evaluated the hydraulic capacity and operation of the proposed raw water diversion and delivery systems. The project included conceptual design, the feasibility of raw water delivery infrastructure, and estimated costs.

GIS PROJECTS

West River Regional Water and Wastewater Study, South Dakota. Rebecca organized the project GIS database, compiling data from twelve different water and wastewater utilities and districts for a regional study near Rapid City, South Dakota. She set up interactive maps for the engineering team to review and evaluate the data. She performed data analysis and summaries and prepared approximately 50 exhibits for the final report.



JAMES STARNES, PE

QA/QC

TECHNICAL EXPERTISE

- / Client Needs Analysis
- / Microsoft and Adobe Suite
- / Mechanical and Biological Treatment
- / Hydraulic Systems
- / BioWin, HEC-RAS, WaterCAD
- / Project Management
- / Process Performance and Optimization Analyses
- / Rate Study Analyses

EDUCATION

- / M.Sc. in Process and Environmental Engineering, University of Stuttgart, Stuttgart, Germany (2011)
- / BSE in Civil and Environmental Engineering, University of Michigan, Ann Arbor, MI (2007)

REGISTRATIONS & LICENSES

- / Professional Engineer in Colorado

PROFESSIONAL MEMBERSHIPS

- / Water Environment Federation (WEF)
- / American Society of Civil Engineers (ASCE)
- / WASTE Club, Stuttgart, Germany

WORK HISTORY

- / RESPEC (2021–Present)
- / JDS-Hydro Consultants, Inc. (2015–2021)
- / Rain for Rent (2012–2015)
- / California Polytechnic University – San Luis Obispo (2011–2012)
- / Fraunhofer Institute – Stuttgart, Germany (2010)

**RESPEC acquired JDS-Hydro Consultants, Inc. in 2021.*

OVERVIEW

James Starnes has 15 years of experience in civil and environmental engineering and related fields, including 2 years in research, 3 years in construction, and 10 years in design. His professional focus is asset management and treatment system optimization. He is incredibly proficient with cost analyses and process technology evaluations. He is also proficient with complex hydraulic systems, including pump system design and controls for potable and wastewater applications. James process engineer for three biological nutrient removal (BNR) wastewater treatment facilities, combining his data analytics and EnviroSim BioWin modeling skillsets. He is also an adept project manager, overseeing permitting, design, schedule, and budgeting for various projects.

PROJECT EXPERIENCE

Water System Capital Improvement Plan – Phase I, Town of Paonia, Paonia, Colorado. James served as the project manager for the first phase of capital improvements to the Town's water system. Phase I includes improvements to water supply monitoring and finished-water storage, and replacement of approximately 9,500 feet of aging 8-inch steel water main with 12-inch C900 PVC, including two new pressure-reducing valve vaults.

Marshall Community Water Supply Evaluation, Colorado Division of Reclamation, Mining and Safety, Marshall, Colorado. James served as the project manager in support of a water supply evaluation in the Marshall community that arose because of water quality impact concerns caused by nearby mining activity. Multiple rounds of water quality testing were conducted, and a multivariate analysis was employed to first determine the impact and then the severity of the impact. The evaluation included budgetary estimates for water supply alternatives including in-home treatment, connections to nearby systems, and new wells. Community engagement was critical completing the evaluation.

Wastewater Treatment Facility (WWTF) Expansion Process Needs Assessment (PNA), Teller County, Divide, Colorado. James served as a senior project engineer in evaluating alternatives for expanding the existing 0.035-million-gallon-per-day (MGD) WWTF in four phases to an ultimate build-out of 0.480 MGD. The selected alternative was presented in the form of a PNA as part of the State Revolving Fund application process. The project was awarded a \$285,000 Design and Engineering grant to support the final design of the proposed alternative.

Water System Evaluation, Town of Paonia, Paonia, Colorado. James served as the senior project engineer responsible for evaluating the Town of Paonia's water supply and distribution systems. He supported the development of a water system distribution model of nine distinct pressure zones and initiated a multiple-phase capital improvement plan that addresses supply, treatment, storage, and distribution improvements.

District 70 WWTF Improvements, Pueblo County School District, Pueblo, Colorado. James is the project manager and technical manager for improvements to a WWTF, serving approximately 1,500 staff and students. The existing WWTF was undersized and unable to consistently meet total inorganic nitrogen and total coliform effluent limits. The new WWTF will incorporate additional equalization and expanded multiple-stage secondary treatment capacity. The design makes use of existing infrastructure and was contracted within the client's budget.



WWTF Expansion Planning, Widefield Water and Sanitation District (WWSD), Widefield, Colorado. James served as a senior project engineer in evaluating alternative aeration equipment to improve aeration efficiency at the existing facility while also planning for an increase in treatment capacity from 2.5 MGD to 5.0 MGD. Before selecting aeration equipment, the client requested a master plan for expanding to build-out capacity and improved treatment to meet stringent future effluent limitations. James supported the evaluation and estimating cost of four expansion alternatives. Expansion planning is proceeding in phases with the first phase to include improvements to headworks, aeration, disinfection, and solids handling.

WHMD Regional Water Reclamation Facility Expansion Planning, Woodmen Hills Metropolitan District, Falcon, Colorado. James served as the project engineer in evaluating the expansion of an existing WWTF and conversion from conventional treatment to a membrane bioreactor system followed by reverse osmosis and ultimately meet both surface water and groundwater discharge regulations. James leveraged EnviroSim BioWin modeling software to conceptually convert the existing facility and optimize treatment capacity. James also helped support interior equipment layout design and cost estimating for use in an intergovernmental agreement between the client and developers.

General Engineering Services, Town of Paonia, Paonia, Colorado. James serves as a project manager and project engineer in support of the Town of Paonia's water and wastewater infrastructure. Working with Town staff, James helps keep track of 15 to 30 projects, providing engineering technical support or administration support as needed.

Lagoon Aeration Replacement, Town of Paonia, Paonia, Colorado. James supported the Town of Paonia staff in soliciting proposals for new aeration equipment to replace failing equipment. The effort was urgent and resulted in an in-kind site location application of injection aeration equipment with Misco AERS equipment. While evaluating replacement alternatives, James also leveraged his operations network to identify short-term solutions to maintain operations while waiting for new permanent equipment to be installed.

Town of Paonia, WWTF Conditions Assessment. James conducted an inventory of the Town of Paonia's WWTF and applied American Water Works Association (AWWA) M28 to assess short- and long-term capital replacement needs. The effort was driven by a desire to better proactively manage existing assets while also supporting longer term finance planning.

Utility Master Planning, Lost Valley Ranch, Lost Valley Wilderness, Colorado. James served as a technical manager to help a long-term client kick start a multiphase improvement master plan for a historic property. Efforts included subsurface utility engineering, a conditions assessment, and preliminary planning for a new WWTF capable of meeting strict future effluent limitations.

WWTF Conditions Assessment, Lost Valley Ranch, Lost Valley Wilderness, Colorado. James supported the team as a technical manager in applying AWWA M28 to the existing WWTF. The resulting deliverable was used as a blueprint for making strategic investments to maintain the operation of the existing facility until a new facility can be designed and permitted.

Nuiqsut Septage Receiving Facility, UMIAQ Design, LLC, Nuiqsut, Alaska. James served as a senior project engineer for a new solids receiving facility on the north slope of Alaska. The project included an influent JWC Environmental Honey Monster® to screen rocks, trash, and larger solids; and two holding tanks to equalize loading into an existing WWTF. Spacing limitations required a compact design and relatively sophisticated controls to allow a single pump system to serve three purposes and the holding tanks to effectively function as sequencing batch reactors if required. An existing drum screen for the WWTF was replaced with a passive sidehill screen.

Flying J Ranch Augmentation Pond, Ramah in the Rockies, Lost Valley Wilderness, Colorado. James served as the project manager for a design and construction of a 5-AF augmentation pond that includes diversion and flow monitoring from Wigwam Creek. The design-build concept was introduced after initial project estimates were more than double the client's budget. Working with the client and selected contractor, the overall construction budget was reduced by approximately \$1 million and met client objectives.

Wastewater Treatment System Improvements – Phase II, City of Woodland Park, Woodland Park, Colorado. James completed a Basis of Design report and developed physical design and construction drawings and specifications for constructing a \$7.8-million expansion of the existing WWTF. The project included expanded biological treatment, installation of new blowers, a final clarifier, a screw press dewatering and composting facility, ultraviolet disinfection, and tertiary treatment for treated effluent reuse for golf-course irrigation. Value-engineering efforts delivered the project within budget. Construction responsibilities included submittal review and construction sequencing modeling to ensure continued compliance during construction.



Regional Water Reclamation Facility, Woodmen Hills Metropolitan District, Woodmen Hills, Colorado. James completed Site Location Application and Basis of Design reports for a new 1.2 MGD BNR water reclamation facility. His efforts included biological process modeling and the development of system hydraulics used as a basis for equipment specifications.

WWTF Paper Rerate, WWSO, Wadsworth, Colorado. James was a process engineer who evaluated existing infrastructure and assessed unit process capacity. This work included developing an as-built model of the existing anaerobic-anoxic-aerobic (A²O) biological process using EnviroSim BioWin software. A Site Location Amendment report was submitted to the Colorado Department of Public Health and Environment (CDPHE), outlining an increase in hydraulic and biological capacity without any necessary capital improvements.

Wastewater Treatment System Expansion, Ramah in the Rockies, Deckers, Colorado. James was the project manager and design engineer and provided master planning for wastewater demands and collections engineering for a recreational camp. He also designed and permitted a Moving Bed Biofilm Reactor expansion of a WWTF. The design incorporated multiple system components, reducing the overall project cost.

Wayward Wind Mobile Home Park WWTF – Plant Performance Evaluation and Process Instrumentation and Control Recommendations, Ute Pass, LLC, Fort Morgan, Colorado. James was the project engineer for this project. He developed a plant performance evaluation and made process instrumentation and control recommendations for the Wayward Wind Mobile Home Park WWTF, bringing the facility back into compliance with CDPHE discharge requirements. His efforts also included working with the CDPHE on alternative permit requirements.

District 70 WWTF Evaluation, Pueblo County Public Schools, Pueblo, Colorado. James served as the project manager and process engineer. He evaluated an existing system holistically, identified process limitations, and proposed a phased approach to improvements that would first optimize existing infrastructure before expansion, if necessary.

District 20 WWTF Evaluation, Colorado Public Schools, Colorado Springs, Colorado. James investigated cost-effective alternatives for a small wastewater treatment system that needed to meet new stringent effluent permit limits with a limited budget. His investigations also yielded solutions to improve operations and ensure compliance with current permit limits.

Wastewater Treatment System – Plant Performance Evaluation, Royal Gorge Bridge and Park, Canon City, Colorado. James was the project manager and design engineer for this project. He developed a plant performance evaluation of the existing treatment system for planning purposes.

Emerald Park WWTF Groundwater Monitoring Plan, Ute Pass, LLC, Fort Morgan, Colorado. As the project engineer, James developed a groundwater monitoring plan for WWTF discharge to satisfy the requirements of a new permit and demonstrate compliance with total dissolved solids limitations.

Wastewater Treatment System Evaluation, Cave of the Winds, Manitou Springs, Colorado. James assisted in developing short- and long-term alternatives for managing wastewater flows in a remote location.

WWTF Evaluation, Royal Gorge Bridge and Park, Canon City, Colorado. James served as the project engineer for this project. His efforts included an assessment of individual unit processes to improve operations and evaluate the overall system capacity. He worked with the client on a phased approach to capital improvements that would align with budget and operational goals.

Water Treatment System Improvements, Royal Gorge Bridge and Park, Canon City, Colorado. James was the project manager and design engineer for this project that involved the evaluation of short- and long-term needs. James drafted a Basis of Design report and was responsible for the physical design of an expandable 50-gallon-per-minute conventional water treatment system and a 120,000-gallon finished water storage tank. He also provided contract and bid assistance and on-site construction administration and engineering services for the construction of all project elements while serving as a liaison between park ownership, park management, park operations, and the general contractor.

Intake Structure Improvements, Royal Gorge Bridge and Park, Canon City, Colorado. As the project manager and design engineer, James assessed the existing unreliable infrastructure, made short-term recommendations, and developed a long-term design of an expanded and improved means of pumping water 1,000 vertical feet from a cantilevered position over the Arkansas River into an existing raw water tank at the top of the Royal Gorge. Relatively complicated hydraulics were accommodated in a



location with severely limited access and available footprint. The project required coordination with local fire authorities, the owner, the railway, and the U.S. Army Corps of Engineers (USACE).

Small Community Water and Wastewater Project Development Assistance Program, Colorado Department of Local Affairs (DOLA), Colorado. James is the project engineer for the Colorado DOLA Small Community Water and Wastewater Project Development Assistance Program. James has performed multiple technical and financial evaluations of existing and proposed wastewater treatment facilities used for planning and funding purposes through this program.

Lift Station and Pretreatment, 4-Way Ranch Metropolitan District, Falcon, Colorado. James completed a Basis of Design report for a new sanitary lift station, which included designing and modeling a sequencing batch reactor biological pretreatment system to reduce organic load to the receiving WWTF.

Water System Design and Permitting, Transport Metropolitan District No. 1, Aurora, Colorado. James is the project manager and engineer and serves as the project lead for designing and permitting a new public water system. He drafted a Technical, Managerial, and Financial Capacity Assessment report, which included defining long-term capital outlays. He also orchestrated the hydraulic modeling of a raw water delivery and treatment design.

River Bend Creek Lift Station, Avatar, LLC, Security, Colorado. James was the project manager and design engineer for this project, consisting of planning, designing, and permitting a sanitary sewer lift station for new development. James also assisted with environmental assessment.

Timber Ridge Booster Pump Station, Classic Homes, Inc., Colorado Springs, Colorado. James was the project engineer for this project that consisted of designing a potable water booster pump station for new development using WaterCAD hydraulic modeling. James' responsibilities also include site planning and developing construction drawings and specifications. Four alternative designs were evaluated based on a variety of considerations. The pump system includes pressure vessels and fire flow components.

Limon Correctional Facility Water Treatment System, Limon Correctional Facility, Limon, Colorado. As the project engineer, James evaluated the existing water treatment system and made repair and upgrade recommendations based on performance, operational considerations, and long-term financial impact.

Fort Carson Brigade Complex, Tapa Companies, Colorado Springs, Colorado. As the project engineer, James performed site drainage and a geotechnical investigation to determine best-value mitigation strategies to protect the building foundation against future ground-swell.

Rio Secco Drainage Channel, Woodmen Hills Metropolitan District, Falcon, Colorado. James was the project engineer responsible for improvements to a 760-cubic-foot-per-second open-channel conveyance system, including riprap drop structures and re-grading the invert to provide less erosive conditions. HEC-RAS hydraulic modeling software was employed in the design to ensure that the floodplain limitations were met. The project required coordination between USACE and the Federal Emergency Management Agency.

FVA West Lateral, WWSD, Fountain, Colorado. James performed the hydraulic and physical design of a 1-inch C900 waterline, including tap onto existing 32-inch steel pipe, bore under Interstate 25, and pressure-reducing valve vault, before termination into existing 12-inch C900 water line on the opposite side of Interstate 25. He worked with authorities at Fort Carson, the City of Colorado Springs, and the Colorado Department of Transportation to ensure that respective design criteria were satisfied and proper authorizations were in place.

On-Site Wastewater Treatment System, WWSD, Fountain, Colorado. James performed the design and permitting for the lift station and 750-square-foot soil treatment area for wastewater disposal from a commercial building.

Forest Lakes Metro Pump System, Forest Lakes Metro, Monument, Colorado. James was the project engineer and designed an irrigation pumping system, including lake intake, to replace reliance on more expensive potable water.

Fort Carson Disinfection System Improvements, Tapa Companies, Fort Carson, Colorado. James provided on-site construction management assistance while installing a new ultraviolet disinfection system. He worked with the general contractor, operators, and owner to resolve issues during the start-up and produced as-built drawings of the final product.



Saddlehorn Ranch Metropolitan District Water System Design and Permitting, Saddlehorn Ranch Metropolitan District, Falcon, Colorado. James drafted the Technical, Managerial, and Financial Capacity Assessment report, which includes defining long-term capital outlays. As the project engineer, he also supported treatment design and equipment procurement.

Design Assistance, DOLA, Colorado. As the design engineer, James provided design assistance for new, pressurized (i.e., pumped) individual sanitary sewer connections where gravity connections were not possible.

Well Permitting, Various Clients, Colorado. James provides permitting assistance for new well construction.



SARAH N. ITZ

BIOLOGIST

TECHNICAL EXPERTISE

- / Section 404 Permitting
- / Wetland Delineations
- / T&E Habitat Assessments
- / NEPA Compliance
- / Project Management
- / GIS Analysis
- / Trimble GPS Data Collection

EDUCATION

- / BS in Biology, University of Texas at Austin, Austin, TX (2003)

CERTIFICATIONS & TRAINING

- / Texas Department of Transportation Pre-certifications: 2.3.1 Wetland Delineation, 2.4.1 Nationwide Permit, 2.6.2 Impact Evaluation Assessments, 2.13.1 Hazardous Materials Initial Site Assessment (2020)
- / Wetland Training Institute 40-Hour Wetland Delineation Course (2005)
- / USACE 404 Permit Application and Compliance (2009)
- / Wetland Training Institute Wetland Plant Identification (2011)
- / Wetland Training Institute Regional Field Refresher Courses in Laramie WY and Santa Fe NM (2017, 2018)
- / University of Texas at Austin Technical Writing Course (2013)

WORK HISTORY

- / RESPEC (2021–Present)
- / JDS Hydro Consultants, Inc. (2019–2021)*
- / EST, Inc. (2020–2023)
- / CP&Y, Inc. (2005–2019)
- / Texas Department of Transportation (2005)
- / Stormwater Research Group (2004)
- / Environmental Careers Organization (2004)

**RESPEC acquired JDS Hydro Consultants in 2021*

OVERVIEW

Sarah Itz has 17 years of experience working on a variety of water/wastewater, transportation, land development, and environmental projects. Sarah's technical specialties include project management, National Environmental Policy Act (NEPA) compliance, wetland delineations, Section 404 permitting, agency consultation, plant identification, threatened and endangered (T&E) species habitat assessment, and presence/absence surveys. Most of her projects have been in Texas, Oklahoma, and Colorado for a wide variety of clients, including departments of transportation, counties, municipalities, oil/gas and utility companies, private landowners, Native American tribes, regional water districts, landfills, airports, and civic groups.

PROJECT EXPERIENCE

Victor Waterlines Replacement Project, City of Victor, Colorado. Sarah is currently leading the Environmental Assessment (EA) for the proposed replacement of approximately 14,500 linear feet of aging, 135-year-old waterlines. During the field assessment, she identified extensive wetland areas along the existing waterline corridor and is actively collaborating with the engineering design team to develop strategies that avoid and minimize impacts to these sensitive habitats. Additionally, she conducted a comprehensive habitat assessment for federally and state-listed T&E species. Her responsibilities also include contributing to the alternatives analysis and facilitating coordination with relevant regulatory agencies.

Glen Aspen Dam, Reservoir, Access Roads, and Waterlines EA and 404 Permitting, City of Woodland Park, Colorado. Sarah is currently heading up the environmental efforts for a distinctive water infrastructure project near Woodland Park. The proposed development includes a 345-acre-foot reservoir, a 90-foot-tall by 650-foot-long earthen dam, two access roads, and a water treatment facility to support the City's raw water storage needs. She is preparing the EA and Section 404 permit documentation to address jurisdictional wetland impacts associated with the access roads. Her responsibilities also include conducting habitat assessments, migratory bird and nest surveys, and collaborating with project archaeologists to ensure protection of cultural resources within the project area.

Beaver Creek Diversion Structure Replacement, Town of Ridgway, Colorado. After a major flood and debris event in August 2024 destroyed the Town's raw water diversion structure on Beaver Creek near Mount Sneffels, this emergency project focused on relocating and replacing the structure at a more secure upstream site. Sarah served as the Section 404 permitting specialist, conducting field investigations and preparing a Pre-Construction Notification (PCN) under Regional General Permit 96 for emergency flood-related activities. All environmental permitting and coordination were completed within six months to support the Town's urgent water infrastructure needs.

Capital Improvements Phase I EA, Town of Paonia, Colorado. This project involved improvements in a municipal water system, including installing a new 9,400 linear foot waterline, relining a 2-million-gallon water tank, and improvements to four raw water monitoring sites on the side of Mount Lamborn. Sarah served as the environmental specialist and completed wetland delineations and habitat assessments for T&E species for each project component. She conducted agency coordination, which resulted in additional biological surveys for bog violets and the federally threatened silverspot butterfly. She prepared the final EA for the Colorado Department of Public Health and Environment (CDPHE) review and approval.

Cottonwood Creek Drop Structures, City of Colorado Springs, Colorado. As an environmental project manager, Sarah completed field investigations for Section 404 permitting purposes for three proposed drop structures in Cottonwood Creek north of N. Academy Blvd. Field investigations included wetland delineations along the creek, delineating the ordinary high-water marks (OHWM) of the creek, habitat assessment for federally listed species known to occur in the vicinity, and taking representative photos and notes. Sarah prepared a PCN under Regional General Permit (RGP) 37 for the U.S. Army Corps of Engineers (USACE) submission.

Flying J Pond Section 404 Permitting, Ramah of the Rockies, Jefferson County, Colorado. Sarah served as the Section 404 permitting specialist on this project, which involved a proposed diversion structure in Wigwam Creek, an underground waterline, and a 5-acre-foot augmentation pond and embankment. She completed an on-site Waters of the U.S. determination and wetland delineation and a habitat assessment for federally listed T&E species. Using the newly available Regulatory Request System site maintained by USACE, she prepared and submitted a PCN under Nationwide Permit (NWP) 39.

West Water Pipeline Project 1041 Environmental Documentation, Woodmen Hills Metropolitan District, Colorado Springs, Colorado. As an environmental specialist, Sarah completed a habitat assessment and waters/wetlands delineation along the proposed West Water pipeline project area and completed the environmental sections of the El Paso County 1041 environmental document. Field investigations also involved taking representative photographs and GPS data of notable features within the project area.

Bar-X Waterline Project 1041 Environmental Documentation, Falcon Area Water Authority, Falcon and Black Forest, Colorado. Sarah served as the environmental specialist for this proposed 10-mile-long Bar-X waterline project and completed a habitat assessment, waters/wetlands delineation, and the environmental sections of the El Paso County 1041 environmental document. She also coordinated with the State Historic Preservation Office regarding potential cultural resources along the project and with the Colorado Natural Heritage Program staff regarding potential protected areas and special status species within and near the project.

Riverbend Crossing Proposed Development Environmental Studies, Avatar Riverbend, LP, Southern El Paso County, Colorado. This project involved the proposed residential development of two parcels totaling 52 acres. As the project's environmental specialist, Sarah completed a waters and wetlands delineation, T&E species habitat assessment, and migratory bird and nest survey on the entire property. She then prepared an environmental report for the client and detailed the field results. Fountain Creek and one emergent wetland were delineated on the property; however, based on project plans, no impacts to either would occur, and no Section 404 permit was deemed necessary.

Beulah Distribution System Improvements, Beulah Water Works District, Beulah, Colorado. This project involved the proposed replacement of numerous deteriorating waterlines in the Town of Beulah. Sarah served as the lead environmental specialist, completing field investigations, listed species habitat assessment, GIS mapping and analyses, and preparing a PCN under NWP 58 for submittal to the USACE.

Fountain Creek Diversion Project, City of Fountain, Colorado. Sarah is currently serving as the Section 404 permitting specialist for the proposed Fountain Creek Diversion Project that would divert raw water from the creek to storage reservoirs via underground waterlines. She completed wetland and OHWM delineations along the creek and creekbanks in the project area and conducted habitat assessments for federally listed species in the vicinity. She aided in preparing the alternatives analysis and agency coordination with Colorado Parks and Wildlife, the U.S. Environmental Protection Agency, and USACE. As a result of the coordination, the project was re-designed at a different location to reduce and/or avoid impacts to fish passage, riparian areas, wetlands, and T&E species. With these changes, the project may be permitted under an NWP 3a instead of the original Individual Permit, saving the City considerable money and time.

Triview Northern Delivery System Waterlines and Pump Station, Colorado Springs, Colorado. Sarah served as environmental project manager for this project in eastern Colorado Springs. Because of the presence of Preble's meadow jumping mouse critical habitat near the project area, a Biological Assessment (BA) was prepared on the U.S. Fish and Wildlife Service (USFWS) IPaC website. The BA included results of the habitat assessment and an effects analysis for each federally listed species on the project's IPaC list. Sarah coordinated with USFWS and project engineers regarding conservation measures to avoid impacts on Preble's meadow jumping mouse and its critical habitat. She also conducted a wetland delineation along the proposed waterlines and prepared the environmental sections of the 1041 application for submittal to El Paso County.

Attachment C: Proposer Submission Checklist

Proposer Submission Checklist

RFQ 2025-06 WaterSMART Consultant

Town of Paonia, Colorado

All proposals must be complete, well-organized, and submitted in accordance with the requirements of this RFQ. Proposers shall use this checklist to confirm that their submission includes all required components. Incomplete proposals may be deemed non-responsive.

Proposal submissions must include the following:

1. Cover Letter

- ☒ Firm name, address, and principal contact information
- ☒ Signed statement of interest in the project
- ☒ Confirmation of proposal validity

2. Firm Qualifications and Experience

- ☒ Description of firm's history, size, and organizational structure
- ☒ Examples of at least three (3) successfully completed projects of similar scope and complexity
- ☒ Demonstrated experience with water resources planning, hydrological analyses, water rights evaluation, and federally funded projects

3. Project Team and Key Personnel

- ☒ Identification of proposed project manager and key technical staff
- ☒ Resumes highlighting relevant certifications, qualifications, and experience
- ☒ Statement of staff availability and assigned responsibilities

4. Project Understanding and Approach

- ☒ Narrative demonstrating understanding of Paonia's water system challenges and watershed conditions
- ☒ Proposed methodology for technical analyses, stakeholder outreach, and strategy development
- ☒ Alignment of approach with USBR Scope of Work and project milestones

5. Quality Assurance and Compliance

☒ Description of internal quality control processes

☒ Demonstrated capacity to comply with USBR WaterSMART reporting and program requirements

6. Schedule and Availability

☒ Staffing and availability plan consistent with revised project schedule (late 2025–2027)

☒ Confirmation of ability to meet milestones pending Bureau of Reclamation schedule update

7. References

☒ Contact information for at least three (3) client references from similar projects

☒ Descriptions of referenced projects and outcomes achieved

8. Other Required Information

☒ Proof of insurance meeting minimum Town and federal requirements

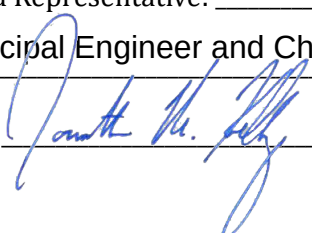
☒ Any additional supporting information demonstrating proposer's capacity and qualifications

Certification of Submission

By signing below, the proposer certifies that all required components have been included in the proposal and that the submission complies with the requirements of RFQ 2025-06 WaterSMART Consultant.

Authorized Representative: Jonathan Kelly, P.E.

Title: Principal Engineer and Chief Financial Officer

Signature:  Date: November 13, 2025

Attachment D: Proof of Insurance

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/29/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 4600 S. Ulster Street, Suite 1200 Denver, CO 80237 800 873-8500	CONTACT NAME: PHONE (A/C, No, Ext): 800 873-8500 FAX (A/C, No): E-MAIL ADDRESS: den.certificate@usi.com														
INSURED Wright Water Engineers, Inc. 2490 W. 26th Ave., Suite 100a Denver, CO 80211	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER B : Hartford Ins Co of the Southeast</td> <td>38261</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER E : Lloyd's of London</td> <td>SURPLU</td> </tr> <tr> <td>INSURER F : American Alternative Insurance Corp</td> <td>19720</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Casualty Insurance Company	29424	INSURER B : Hartford Ins Co of the Southeast	38261	INSURER C : XL Specialty Insurance Company	37885	INSURER D : Hartford Underwriters Insurance Company	30104	INSURER E : Lloyd's of London	SURPLU	INSURER F : American Alternative Insurance Corp	19720
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	34SBAPN5697	12/31/2024	12/31/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	34UECIE8064	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$10000	X	X	34SBAPN5697	12/31/2024	12/31/2025	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	34WECBG0Y2B	12/31/2024	12/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Incl Pollution Claims Made		X	DPR5036800	12/31/2024	12/31/2025	\$2,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurer E: Cyber Liability, Policy #MZ399CYLA250, Limit of Liability - \$2,000,000,

Policy Dates: 3/25/2025-12/31/2025

Insurer F: Drone Liability, Policy #9027026, Limits of Liability - \$1,000,000, Policy Dates 12/31/2024 - 12/31/2025

As required by written contract or written agreement, the following provisions apply subject to the policy (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

For Proposal Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

terms, conditions, limitations and exclusions: The Certificate Holder and owner are included as Automatic Additional Insured's for ongoing and completed operations under General Liability; Designated Insured under Automobile Liability; and Additional Insured under Umbrella / Excess Liability but only with respect to liability arising out of the Named Insured's work performed on behalf of the certificate holder and owner. The General Liability, Automobile Liability, Umbrella/Excess insurance policies applies on a primary and noncontributory basis. A Blanket Waiver of Subrogation applies for General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation. The Umbrella / Excess Liability policy provides excess coverage over the General Liability, Automobile Liability and Employers Liability. Please note that Additional Insured status does not apply to Professional Liability or Workers' Compensation.

Statement of Qualifications for WaterSMART Consultant, RFQ 2025-06

PREPARED FOR

TOWN OF PAONIA, COLORADO



November 2025

241-019.010



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

AGENDA ITEM:	Consideration of Approval of Master Services Agreement with Consor North America Inc for Safe Streets for All
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	January 27, 2026
BACKGROUND:	Administrator Wynn will be available to answer any questions.
BUDGET:	\$367,432.00
RECOMMENDATION:	To approve the Master Services Agreement with Consor North America Inc for Safe Streets for All Consultants through May 2027 for \$367,432.00
ATTACHMENT:	Town of Paonia Draft Agreement Fee Schedule

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF PAONIA
AND CONSOR NORTH AMERICA, INC**

1.0 PARTIES

This Professional Services Agreement (this "Agreement") is made and entered into this 12th day of December, 2025 (the "Effective Date"), by and between the Town of Paonia, a Colorado municipal corporation, hereinafter referred to as the "Town", and Consor North America, Inc., a Colorado Corporation, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Contractor for Services under this agreement a total not to exceed the amounts set forth in Exhibit A attached hereto and incorporated herein by this reference. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other

information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Nichole Poulos, Public Works Director, as the responsible Town staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town staff and such person's designees.
- 5.2 The Contractor designates Jenny Godwin, AICP as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to May 2027, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on December 12, 2025, and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder. The required coverages are:
 - 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.

- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall include the Town of Paonia, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Paonia, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than FOUR HUNDRED THOUSAND DOLLARS (\$400,000) per person in any one occurrence and ONE MILLION DOLLARS (\$1,000,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the Town of Paonia under this contract.
- 7.1.4 Professional Liability coverage with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act,

§ 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town. The extent of the Contractor's obligation to defend, indemnify, or hold harmless the Town shall be determined only after the Contractor's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Town and the Contractor; however, the Contractor's duty to investigate and respond to the Town regarding any claims or demands shall immediately arise upon the receipt by the Town or Contractor of any claims or demands.

9.0 QUALITY OF WORK

Contractor shall exercise in its performance of the Services hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the Town, and that:

- 10.1. CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.
- 10.2. CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the Services are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Delta County or the federal district court for the District of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Delta County and the federal district court for the District of Colorado over it. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by electronic mail or facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Paonia
Attn: Public Works Director
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428
Office: 970-527-4101
Fax: 970-527-4102
Email: NickiP@townofpaonia.com CC: StefenW@townofpaonia.com

If to the Contractor:

Consor North America, Inc
Attn: Jenny Godwin, AICP
1675 Larimer Street, Suite 400
Denver, CO 80202
Office: 720-420-4421
Email: jenny.godwin@consoreng.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

20.0 EQUAL OPPORTUNITY EMPLOYER

- 20.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, sexual orientation, gender identity, pregnancy, color, religion, national origin, disability, genetic information, veteran status, or any other applicable status protected by federal, state, or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- 20.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town

and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the Town for approval. The Town will not work directly with subcontractors.

23.0 AUTHORITY TO BIND

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

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

TOWN OF PAONIA
a Colorado Municipal Corporation

By: _____
Paige Smith, Mayor

Attest: _____
Samira M Vetter, Town Clerk

CONTRACTOR:

By: _____
Title: _____
Date: _____

Exhibit A – Scope of Services and Price Information

[See Following Page(s)]

EXHIBIT A

SCOPE OF WORK SAFE STREETS FOR ALL CONTRACTOR TOWN OF PAONIA, COLORADO

Introduction

This Scope of Services has been separated into five tasks for clarity and is described in detail below.

Scope of Services

The Consor Team will perform the following services.

Task 0 - Project Management

Activities

0.1 Ongoing Project Management & Quality Control

Consor will prepare monthly invoices, including expenditures by task, hours worked by project personnel, and other direct expenses with the associated backup documentation. Monthly status reports will accompany each invoice.

Consor will develop a Project Management Plan (PMP) to be regularly updated and include a project schedule and quality plan, defined by Consor's Quality Management Procedures Manual.

0.2 Project Meetings

Project Management Team (PMT) meetings will be held monthly, with the option to adjust the frequency, as needed. Consor will prepare agendas in preparation for each meeting and record notes and action items after each meeting.

Task Deliverables

- Consor shall deliver to the Town of Paonia:
 - Kick-off meeting agenda, meeting notes, and handouts.
 - Project Management Plan (PMP), to be regularly updated throughout the project duration.
 - Monthly PMT meetings materials, including agendas, meeting notes summarizing action items, and any relevant handouts to be distributed.
 - Monthly invoices, including progress reports.

Assumptions

- Consor assumes a Notice to Proceed date by February 2026.
- Consor assumes up to fifteen (15) one-hour PMT meetings with agreed-upon regional representatives.
- Project duration will be 16 months, therefore it is assumed that there will be up to 16 progress payments/status reports.

Task 1 – Planning and Data Collection

Activities

1.1 Project Initiation

Consor will facilitate a project kick-off meeting with Town of Paonia (Town) staff/elected officials and key stakeholders. The goal of the kick-off meeting will be to establish and agree on communication protocols, roles, and responsibilities, and gather values-driven input to identify community goals, priorities, and core outcomes the team would like to see emerge from this project. Consor will come prepared with a draft PMP, including a proposed project schedule, work plan, data request, and proposed roles and responsibilities.

1.2 Data Collection

At project kick-off, Consor will compile a formal data request to submit to the Town. The Consor Team will work with the Town to identify GIS databases of contextual and roadway data for the purpose of identifying potential risk factors. For information not readily available, the Consor Team will conduct fieldwork, including developing ArcGIS desktop maps using RealMap and Google StreetView data, and then conducting quality control (QC) review to update the maps in tandem with field work using Trimble GPS.

Consor will complete a formal review of relevant previously completed plans and studies (with a focus on safety-related outcomes), both those completed by the Town of Paonia and partner agencies, to note how these existing plans may influence the CSAP. These plans include, but are not limited to:

- Town of Paonia ADA Self-Evaluation & Transition Plan (2025/2026 – forthcoming)
- Town of Paonia Comprehensive Plan (2025)
- Gunnison Valley 2050 Regional Transportation Plan (Draft – 2025)
- Town of Paonia Master Plan (2023)
- Paonia in Motion: Parks, Recreation & Trails Master Plan (2022)
- Town of Paonia Highway 133 Corridor Master Plan (2010)

1.3 Analysis

Building upon the existing conditions knowledge base, Consor will map these findings for subsequent analysis tasks and to target safety conditions near high-priority destinations, such as schools, parks, and businesses, developing tailored recommendations, as appropriate.

1.3.1 Crash Analysis and High Injury Network (HIN)

The crash analysis will include a thorough graphic and tabular summary of factors such as injury severity, crash type, transportation modes involved, time of day, road and weather conditions, and age of at-fault travelers. A hotspot/heat map modal analysis will be completed to identify areas of concern for pedestrians and bicyclists.

The cleaned dataset will inform the development of a High Injury Network (HIN). The HIN identifies the most dangerous roadways within the Town, where the majority of injury and fatal roadway crashes are currently occurring. Depending on the makeup of crash location patterns in the Town, the HIN may also include High Injury Intersections, in addition to roadway segments.

1.3.2 Systemic Safety Analysis

Conсор will build on the crash analysis to identify common crash types and develop potential solutions and strategies to apply systemically at locations that have similar crash risk factors. This will be context-specific, to include an assessment of safety concerns present near critical destinations such as schools, parks, businesses, and other community destinations, noting areas of high demand and where multimodal gaps exist. Consor will identify both the location-based systemic recommendations and the non-location-based systemic recommendations, such as policy changes, enforcement strategies, and others, for prioritization within the CSAP itself.

1.3.3 High Risk Locations Map

Conсор will develop a High Risk Network (HRN) by identifying roadway risk factors flagged as trends in minor injury, severe injury, and fatal crashes. Other factors, such as activity generators and land use, may also be included in this analysis.

Task Deliverables

- Consor shall deliver to the Town of Paonia:
 - Data needs request to Town of Paonia.
 - Technical memorandum summarizing the crash cleaning process.
 - Technical memorandum summarizing the methodology and results of the crash analysis and risk factor identification.
 - Technical memorandum summarizing the systemic safety analysis.
 - Spreadsheets and ArcGIS map layers that were created as part of the analysis.
 - High Injury Network map and High Risk Network map.

Assumptions

- Consor assumes they will acquire the most recent ten (10) years of available crash data from CDOT.
- Consor will work with Delta County PD/Town of Paonia PD to cross-check CDOT crash data and incorporate more recent crash information, where possible.

Task 2 – Community and Stakeholder Engagement

Activities

2.1 Public Involvement Plan

The Consor Team will develop an engagement plan detailing channels, venues, and materials tailored to Paonia and Delta County. Community engagement will be held in two phases. Subtasks related to each are highlighted below. During each phase, the Consor Team will interface with community members directly through a series of outreach opportunities that will be highly engaging and geared towards shaping a CSAP that reflects local values.

2.2 Engagement Activities

2.2.1 Intercept Events

During the first phase, the Consor Team will host a series of intercept events at local festivals that are popular among a wide cross-section of the community to hear as many perspectives as possible, such as Arbol Farmers Market (Paonia Town Park), Cherry Days, Mountain Harvest Festival, Final Friday Frolics, schools, and Paonia Library. The intercept events will focus on providing background on the project and asking targeted questions that align with the proposed Social Pinpoint input for those who are unable to complete it or do not have access to the digital survey.

The Consor Team will also consider opportunities to promote the Paonia CSAP effort through partner initiatives, such as the Delta County Ambulance District CSAP, to provide coordination, recommendations alignment, and acknowledgement.

2.2.2 Social Pinpoint Input Map

The Consor Team will develop a survey/crowd sourcing map using Social Pinpoint during the first phase of community engagement. This will offer a bilingual, mobile-friendly tool where residents can drop pins, upload photos, and take polls about unsafe crossings, speeding zones, and missing sidewalks. Recognizing the accessibility limitations of online mapping features, the project team will provide language to confirm sight-impaired users know to provide any specific place-based traffic safety concerns they have within the survey.

The Consor Team will use the geospatial community feedback collected in the web map as a risk factor when analyzing which locations in the Town of Paonia may present the highest crash risk.

2.2.3 Quick Poll Surveys

During the first phase of engagement, and as a complement to reaching the community at intercept events, the Consor Team will provide surveys in paper and digital formats, targeting popular locations where community members already gather, like schools, Paonia Senior Center, cafés and eateries (like Paonia Bread Works, Linda's Bistro, and the Kissflower), grocery stores, and churches.

The Consor Team can create customized, topic-area-specific polls to target particular demographics, like seniors or families with young children.

2.2.4 Co-Design Workshops

The second engagement phase will center on co-design workshops, offered both in-person and virtually, intended to gauge feedback on early recommendations and featuring:

- Concept testing using renderings, cross-section mockups, and tradeoff discussions.
- Demonstration projects such as painted curb extensions or temporary crosswalks, enabling residents to “experience” potential improvements.
- Small-group dialogues with key demographics—seniors, youth, Hispanic residents, agricultural workers, and business owners—convened with support from North Fork Creative Coalition, KVNf Radio, and Chamber of Commerce.
- Regional stakeholder coordination with Delta County, CDOT Region 3, and fire/emergency services to align projects across jurisdictions.

2.2.5 Open House

The Consor Team will hold a public open house at a central location in the Town during the second project phase. The project team will coordinate logistics and lead preparation for this in-person event, including development of meeting materials and a post-event summary that can be posted on the Town’s website. The meeting will include interactive exhibits designed to engage community members and solicit input that will meaningfully inform revisions to the Action Plan. During the third and final phase, there will be online comment opportunities available to complement the in-person open house.

2.2.6 Updates to Boards and Commissions

The Consor Team will update elected officials (including the Board of Trustees and other relevant boards/commissions, such as the Planning Commission) at key touchpoints throughout the project. If supported by Paonia staff, a Town Council Work Session could be organized at project launch, including a leadership commitment/safety.

2.3 Regional Coordination

To begin the first phase with a regional coordination focus, the Consor Team will partner with trusted community organizations to convene focus group listening sessions that surface safety and mobility issues, barriers, and opportunities for improvement. Initial identified community partners may include:

Local Government & Public Safety Criteria	Libraries, Learning & Civic Hubs	Arts, Culture & Community Media	Faith-Based Organizations	Health, Equity & Family Services	Youth, Schools & Seniors	Food System, Agriculture & Outdoor Recreation	Business & Workforce
Town of Paonia	Paonia Library (Delta County Libraries)	Blue Sage Center for the Arts	Paonia Christian Fellowship	Delta County Public Health	Delta County School District	Valley Organic Growers Association (VOGA)	One Delta County (Economic Alliance & Chamber)
Delta County	Delta County Libraries	North Fork Valley Creative Coalition (Paonia Creative District)	Paonia Friends Church	River Valley Family Health Center	North Fork High School	Valley Food Partnership	Region 10 (Economic development, SBDC, aging services)
Delta County Sheriff's Office & Dispatch		KVNF Community Radio	West Elk Family Church	Families Plus	Paonia K-8	Western Slope Conservation Center	
Paonia Fire Protection District			Paonia United Methodist Church	Project Protect Promotora Network	North Fork Senior Connections	North Fork Pool, Park & Recreation District	
CDOT Region 3			North Fork Catholic Community (Sacred Heart Catholic Church, Paonia)		All Points Transit	Colorado Plateau Mountain Bike Trail Association (COPMOBA - Delta Area Mountain Bikers)	
			Church of Jesus Christ of Latter-day Saints, Paonia branch				

2.4 Documentation

Recognizing how critical community input is early and often during CSAP development, the Consor Team will summarize findings before each engagement phase concludes.

Task Deliverables

- The Consor Team shall deliver to the Town of Paonia:
 - Bilingual Public Involvement Plan, including stakeholder contact list.
 - Online Social Pinpoint map and engagement dashboard.
 - Branded engagement materials and project website.
 - Two focus group listening session summaries.
 - Marketing and advertising items for public meetings and intercept events.
 - Two event summaries provided following each phase of engagement (to be incorporated into the Final CSAP as well).
 - Materials for three updates to the Board of Trustees and Commissions, including the Board of Trustees adoption.
 - Materials (including boards and outreach content) for two intercept events.
 - Materials (including boards and hands-on materials) for two co-design workshops.

- Materials (including boards) for open house.

Assumptions

- Outreach materials will be translated into Spanish, with event interpretation available upon request.
- The Consor Team will develop materials for each update to Boards/Commissions and Town staff will present the information.

Task 3 – Development of the Comprehensive Safety Action Plan

Activities

3.1 Identification of Strategies and Projects

The Consor Team will develop recommendations for safety improvements at each of the high-risk locations identified during the safety analysis using elements from the countermeasures toolbox that have proven efficacy for addressing safety risks.

Following development of initial CSAP recommendations, the Consor Team will cross-check these against ADA Transition Plan recommendations to identify relevant opportunities to incorporate and forward accessibility-focused elements through the CSAP process.

3.1.1 Countermeasure Toolbox

The Consor Team will create a comprehensive countermeasure toolbox for the Town's use to be delivered as a detailed table showing countermeasure representative images, descriptions, benefits, and costs. The Consor Team will use the countermeasure toolboxes from FHWA as a starting point but will incorporate countermeasures that align with the local context of Paonia. The toolbox will include both engineering and non-engineering countermeasures (including policy and/or ordinance recommendations).

3.2 Prioritization

The Consor Team will create a prioritized list of the most impactful projects, soliciting public feedback and vetting recommendations with PMT members. The Consor Team will develop a ranking methodology that takes into account criteria like overall safety benefit, equity needs, feasibility, cost-effectiveness, project competitiveness for funding, alignment with ADA Transition Plan recommendations, and community desire. In collaboration with Paonia staff, the Consor Team will select appropriate weighting so that any criteria estimated to be more significant will have a higher impact when assessing project priority.

3.2.1 Priority Project Design Plans

The Consor Team will develop:

- Plan-level (10% design) project sheets as a roll plot or similar deliverable for three identified priority projects, as well as associated cost estimates.
- Concept-level design graphics, as a cross-section or cut sheet that highlights proposed safety improvements, for up to three of the highest-priority locations.

The Consor Team will solicit PMT feedback during concept development to facilitate this early buy-in.

3.3 Best Practices

All concepts will be developed in compliance with ADA standards, with recommendations from the forthcoming Paonia ADA Transition Plan providing an initial foundation for the location and scale of accessibility upgrade needs.

Conсор will include an implementation guide consisting of cost estimates tied into project prioritization to assist the Town in identifying appropriate and appropriately scaled funding sources. Conсор will identify potential grant funding opportunities for each recommendation, based on updated federal guidance and the next transportation reauthorization, or the Town of Paonia Capital Improvement Program (CIP) funding.

3.4 Draft and Final Plan Preparation

The Conсор Team will work with Town staff on draft plan review to refine recommendations. Phase 3 engagement will be conducted in alignment with draft plan preparation. Once the final round of comments is incorporated, the Conсор Team will deliver a CSAP that is customized, includes images and graphics, easily comprehensible by the public, and that follows local branding standards.

Task Deliverables

- The Conсор Team shall deliver to the Town of Paonia:
 - Draft and final Countermeasures toolbox.
 - Draft and final conceptual design plans and cost estimates.
 - Implementation guide.
 - Draft and Final Comprehensive Safety Action Plan (electronic version).
 - Draft Plan comment resolution matrix.
 - Project documentation and files, including spreadsheets, GIS map layers, support files, and PowerPoint presentations.

Assumptions

- Conсор will hold a final review meeting with Town staff once the draft Final Plan is delivered.
- Following incorporation of comments from the draft plan review process, Conсор will add the implementation guide to the CSAP, to be tailored to the final, prioritized project list.

Task 4 – Reporting and Deliverables

Activities

4.1 Progress Reports

Conсор commits to providing regular updates to document progress and the achievement of SS4A objectives.

4.2 Final Deliverables

Consor will deliver the final CSAP in digital format.

4.3 Compliance

Consor will make certain recommendations are rooted in the prevention of serious injuries and fatalities and provide regular updates to document progress and the achievement of SS4A objectives, including incorporating FHWA's 7 Components of an Action Plan.

Task Deliverables

- Consor shall deliver to the Town of Paonia:
 - Documentation to meet SS4A grant requirements.
 - Draft and Final Comprehensive Safety Action Plan (electronic version).

Assumptions

- The Consor Team commits to leaving the Town with a CSAP ready for adoption by the Paonia Board of Trustees before May 8, 2027.
- The digital CSAP will be fully accessible. Consor uses CommonLook PDF software to verify deliverables are fully compliant with Web Content Accessibility Guidelines (WCAG).

Budget

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consor Team's Hourly Rates, plus Direct Expenses incurred. Billing rates are as shown in the table below.

Consor Team to provide Town of Paonia on 1/21

Project Schedule

		2026												2027				
		FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	
TASK 0 PROJECT MANAGEMENT	0.1 - Project Management Plan	X	X															
	0.1 - Ongoing Project Management																	
	0.1 - Ongoing Quality Control																	
	0.2 - PMT Meetings		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	
TASK 1 PLANNING AND DATA COLLECTION	1.1 - Project Initiation	●																
	1.2 - Data Collection																	
	1.3 - Analysis																	
	1.3.1 - Crash Analysis					X	X											
	1.3.2 - Systemic Safety Analysis																	
	1.3.3 - High-Risk Locations Map																	
TASK 2 COMMUNITY AND STAKEHOLDER ENGAGEMENT	2.1 - Public Involvement Plan	X	X															
	2.2.1 - Intercept Events			●														
	2.2.2 - Social Pinpoint Input Map																	
	2.2.3 - Quick Poll Surveys																	
	2.2.4 - Co-Design Workshops																	
	2.2.5 - Open House												●					
	2.2.6- Updates to Boards and Commissions	●							●						●		●	
	2.3 - Regional Coordination																	
TASK 3 DEVELOPMENT OF THE COMPREHENSIVE SAFETY ACTION PLAN	2.4 - Documentation																	
	3.1 - Identification of Projects and Strategies																	
	3.1.1 - Countermeasure Toolbox																	
	3.2 - Prioritization																	
	3.2.1 - Project Priority Design Plans																	
	3.3 - Best Practices																	
	3.4 - Draft Safety Action Plan												X		X			
	3.4 - Final Safety Action Plan															X		

TASK DESCRIPTION	Conсор							Alta						SGM				GBSM		TOTAL HOURS	TOTAL FEE	
	Classification/Rate							Classification/Rate						Classification/Rate				Classification/Rate				
	PIC	Senior Transportation Engineer	Professional Engineer III	Project Manager	Engineering Designer III	Billing & Adminstration	Planner I	Project Director and Community Engagement Support	Project Manager & Community Engagement Lead	Safety Analysis & Countermeasure Development	Conceptual Design Development	Action Plan Development	Administration	Conceptual Design Development Support	Project Manager	Conceptual Design Development Support	Conceptual Design Development	Strategic Planning Lead	Project Manager & Community Engagement Support			
	\$250	\$200	\$175	\$150	\$130	\$125	\$110	\$220	\$220	\$140	\$240	\$180	\$125	\$248	\$210	\$259	\$172	\$365	\$255			
TASK 0: PROJECT ADMINISTRATION																						
0.1 - Project Management Plan	2			16				4	8											30	\$ 5,540	
0.1 - Ongoing Project Management	2			100		32		8	32				16		15					205	\$ 33,450	
0.1 - Ongoing Quality Control	4		8	24	6			8	12											62	\$ 11,180	
0.2 - PMT Meetings	16			48	6			16	40		4	4			8		8	16	28	194	\$ 42,016	
TASK 0 TOTALS (HOURS)	24	0	8	188	12	32	0	36	92	0	4	4	16	0	23	0	8	16	28	491	\$ 92,186	
TASK 1: PLANNING AND DATA COLLECTION																						
1.1 - Project Initiation	4			12	4			2	4											26	\$ 4,640	
1.2 - Data Collection				10			20	2	4	16							16			68	\$ 10,012	
1.3 - Analysis				4			32									4	4			44	\$ 5,844	
1.3.1 - Crash Analysis	4	8		8	120			2	4			8								154	\$ 22,160	
1.3.2 - Systemic Safety Analysis	4	4	2	8	40		12	2	4			8								84	\$ 12,630	
1.3.3 - High-Risk Locations Map	4	4	2	8	40		10	4	8			8								88	\$ 13,730	
TASK 1 TOTALS (HOURS)	16	16	4	50	204		74	12	24	16	0	24	0	0	0	4	20	0	0	464	\$ 69,016	
TASK 2: COMMUNITY AND STAKEHOLDER ENGAGEMENT																						
2.1 - Public Involvement Plan	2			4				8	4									6	2	26	\$ 6,440	
2.2.1 - Intercept Events	2			12				2	14						6		6	0	8	50	\$ 10,152	
2.2.2 - Social Pinpoint Input Map	2			4				16	8			2								32	\$ 6,740	
2.2.3 - Quick Poll Surveys	2			2				8	4									2	8	26	\$ 6,210	
2.2.4 - Co-Design Workshops	2			12	2			4	12									8	8	48	\$ 11,040	
2.2.5 - Open House	2			12	2			4	12						6		6	4	8	56	\$ 11,872	
2.2.6- Updates to Boards and Commissions	2			24	2			4	8									8		48	\$ 9,920	
2.3 - Regional Coordination	2			4				2	8									8	4	28	\$ 7,240	
2.4 - Documentation				4				8	8											20	\$ 4,120	
TASK 2 TOTALS (HOURS)	16	0	0	78	6		0	56	78	0	0	2	0	0	12	0	12	36	38	334	\$ 73,734	
ACTION PLAN																						
3.1 - Identification of Projects and Strategies	4		24	16	16			8	8		4									80	\$ 14,160	
3.1.1 - Countermeasure Toolbox			16	8			16	2	4	4	2									52	\$ 8,120	
3.2 - Prioritization			4	8	24			2	4	10										52	\$ 7,740	
3.2.1 - Project Priority Design Plans			16	8				4	8	10	4				20	4	80			154	\$ 27,996	
3.3 - Best Practices			8	8	24			4	8	4										56	\$ 8,920	
3.4 - Draft Safety Action Plan	16		16	24	16		120	8	16			8			2					226	\$ 32,820	
3.4 - Final Safety Action Plan	8		16	24	8		60	8	16						2					142	\$ 21,740	
TASK 3 TOTALS (HOURS)	28	0	100	96	88		196	36	64	28	10	8	0	0	24	4	80	0	0	762	\$ 121,496	
LABOR TOTALS	84	16	112	412	310	32	270	140	258	44	14	38	16	0	59	8	120	52	66	2051	\$ 356,432	
EXPENSES																						
																				Mileage	\$ 2,000	
																				Lodging	\$ 1,000	
																				Engagement Expenses	\$ 3,000	
																				Data Collection (Miovision)	\$ 5,000	
																				Total Expenses	\$ 11,000	
																				TOTAL FEE ESTIMATE		\$367,432



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

AGENDA ITEM:	Consideration of Approval of a Master Services Agreement with Urban Rural Continuum to prepare a SB24-174 Compliance Addendum to the 2023 Housing Needs Assessment and Housing Action Plan
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	January 27, 2026
BACKGROUND:	Administrator Wynn will be available to answer any questions.
BUDGET:	\$10,000.00
RECOMMENDATION:	To approve a Master Services Agreement through December 31, 2026 with Urban Rural Continuum to prepare a SB24-174 Compliance Addendum to the 2023 Housing Needs Assessment and Housing Action Plan with a not to exceed price of \$10,000.00
ATTACHMENT:	Town of Paonia Master Services Agreement with Urban Rural Continuum

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN THE TOWN OF PAONIA
AND URBAN RURAL CONTINUUM LLC
(SB24-174 Compliance: Housing Needs
Assessment and Housing Action Plan)**

1.0 PARTIES

This Professional Services Agreement (this "Agreement") is made and entered into this 22nd day of January, 2026 (the "Effective Date"), by and between the Town of Paonia, a Colorado municipal corporation, hereinafter referred to as the "Town", and Urban Rural Continuum LLC, a Colorado limited liability company, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

- 2.1 The Town desires to engage the Contractor for the purpose of providing services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications and background necessary to complete the Services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the Town with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit A and incorporated herein by reference. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of Exhibit A, the terms and conditions of this Agreement shall control. The Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. The Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the Town. In its sole discretion, the Town may contract with other contractors to provide the same or similar services during the term of this Agreement.

4.0 COMPENSATION

- 4.1 The Town shall pay the Contractor for Services under this agreement a total not to exceed \$10,000.00. For Services compensated on a per-task basis, such costs per task shall not exceed the amounts set forth in Exhibit A. The Town shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside contractor fees. The Scope of Services and payment therefor shall only be changed by a properly

authorized amendment to this Agreement. No Town employee has the authority to bind the Town with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

- 4.2 The Contractor shall submit monthly an invoice to the Town for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The Contractor shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates the Town Administrator as the responsible Town officer to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by said Town officers and such person's designees.
- 5.2 The Contractor designates Andrew Coburn as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2026, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on the Effective Date, and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.4. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained from the date of commencement of services hereunder throughout the term of the Agreement. The required coverages are:
- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION ONE HUNDRED NINETY-FIVE DOLLARS (\$1,000,195,000) aggregate. The policy shall include the Town of Paonia, its officers and its employees, as additional insureds, with primary coverage as respects the Town of Paonia, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Automobile and Property Liability insurance with minimum combined single limits for bodily injury of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) FOUR HUNDRED TWENTY-FOUR THOUSAND (\$424,000) per person, and ONE MILLION ONE HUNDRED NINETY-FIVE DOLLARS (\$1,195,000)THREE HUNDRED THOUSAND DOLLARS (\$300,000) for two or more persons, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services.
- 7.1.4 Professional Liability coverage with minimum combined single limits of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) per claim and TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) aggregate.
- 7.2 The Contractor's general liability insurance, automobile liability and physical damage insurance shall be endorsed to include the Town, and its elected and appointed officers and employees, as additional insureds, unless the Town in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. The policies required under subsections 7.1.2 shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor upon request as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.
- 7.5 The parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder (including but not limited to vehicle transportation to and from Town Hall or any project site by Contractor, or of any officer, employee, or agent of the Contractor or of any subcontractor of Contractor), if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the Town or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The Town shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The insurance coverage specified herein shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

9.0 QUALITY OF WORK

Contractor shall exercise in its performance of the Services hereunder in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

10.0 INDEPENDENT CONTRACTOR

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the Town, and that:

- 10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE TOWN.**
- 10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE TOWN.**
- 10.3. Contractor does not have the authority to act for the Town, or to bind the Town in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Town; and
- 10.4. Town does not establish a quality standard for the Contractor, except that Town can provide plans and specifications regarding the work but does not oversee the actual work or instruct the Contractor as to how the work will be performed; and
- 10.5. Town cannot terminate the ordered services during the contract period unless the individual violates the terms of the contract or fails to produce a result that meets the specifications of this Agreement; and
- 10.6. Town does not dictate the time of performance, except that a completion schedule and a range of mutually agreeable work hours may be established under this Agreement; and
- 10.7. Town will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and
- 10.8. Town will not pay the Contractor personally but rather makes checks payable to the trade or business name of the Contractor; and
- 10.9. Neither Contractor, nor its employees or contractors, will receive benefits of any kind from the Town, and Contractor will not receive unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity, and that the Contractor is obligated to pay federal and state income tax on any moneys paid pursuant to the contract relationship created by this Agreement; and

10.10. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the Town; and

10.11. All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and

10.12. Contractor will not combine its business operations in any way with the Town's business operations and each party shall maintain their operations as separate and distinct; and

10.13. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and

~~10.3.~~10.14. Contractor represents and acknowledges that the Services performed under this Agreement will be done using Contractor 's own tools, except when the Town requires use of the Town's supplies or equipment, and at hours and times as determined by Contractor.

11.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the Town's prior written consent.

12.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

13.2 In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed a pro-rated daily rate, for the services rendered to the date of termination, and upon such payment, all obligations of the Town to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.0 INSPECTION AND AUDIT

The Town and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

15.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, suNeys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the Town in performance of the SeNices are and shall remain the sole and exclusive property of the Town. All such materials shall be promptly provided to the Town upon request therefor and at the time of termination of this Agreement, without further charge or expense to the Town. Contractor shall not provide copies of any such material to any other party without the prior written consent of the Town.

16.0 ENFORCEMENT

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.
- 16.2 This Agreement shall be deemed entered into in Delta County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Delta County or the federal district court for the District of Colorado, and in no other court. Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Delta County and the federal district court for the District of Colorado over it. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the Town; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

19.0 UNAUTHORIZED WORKERS

Contractor shall not knowingly employ or contract with an unauthorized worker to perform work under this Agreement. Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any unauthorized workers. By entering into this Agreement, Contractor certifies as of the date of this Agreement it does not knowingly employ or contract with an unauthorized worker who will perform work under the public contract for services and that the contractor will participate in the e-verify program or department program in order to confirm the

employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an unauthorized worker, Contractor shall be required to notify the subcontractor and Paonia within three (3) days that Contractor has actual knowledge that a subcontractor is employing or contracting with an unauthorized worker. Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the unauthorized worker within three (3) days of receiving the notice regarding Contractor's actual knowledge. Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. Contractor is required to comply with any reasonable request made by the Department of Labor and Employment made in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If Contractor violates this provision, Paonia may terminate this Agreement, and Contractor may be liable for actual and/or consequential damages incurred by Paonia, notwithstanding any limitation on such damages provided by such Agreement.

19.020.0 NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by electronic mail or facsimile transmission, addressed to the party for whom it is intended at the following address:

If to the Town:

Town of Paonia
Attn: Stefen Wynn, Town
Administrator
214 Grand Avenue
P.O. Box 460
Paonia, CO 81428
Telephone: 970-527-4101
Fax: 970-527-4102
Email: StefenW@townofpaonia.com

If to the Contractor:

Urban Rural Continuum LLC
Attn: Andrew Coburn, Member/Manager
PO Box 904
Hotchkiss, CO 81419
720-464-5821
andrew@urbanruralcontinuum.com

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice

given, change the address to which future notices or other communications shall be sent.

20.021.0 EQUAL OPPORTUNITY EMPLOYER

20.021.1 Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, sexual orientation, gender identity, pregnancy, color, religion, national origin, disability, genetic information, veteran status, or any other applicable status protected by federal, state, or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.

20.021.2 Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

21.022.0 NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

22.023.0 SUBCONTRACTORS

Contractor may utilize subcontractors identified in its qualifications submittal to assist with works as necessary to complete projects as identified in Exhibit "A." Contractor will submit any proposed subcontractor not identified in Exhibit "A", including a description of its services, to the Town for approval. The Town will not work directly with subcontractors.

24.0 AUTHORITY TO BIND

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

In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

TOWN OF PAONIA
a Colorado Municipal Corporation

By: _____
Stefen Wynn, Town Administrator

CONTRACTOR:
URBAN RURAL CONTINUUM LLC

By: _____
Andrew Coburn, Member/Manager

Exhibit A - Scope of Services and Price Information

[See Following Page(s)]

Urban Rural Continuum Scope of Services and Price

Scope of Services

The Town of Paonia, Colorado, completed a combined Housing Needs Assessment and Housing Action Plan in November 2023. Colorado Senate Bill 24-174 (SB24-174) was signed into law on May 30, 2024. This statute included requirements for housing needs assessments and housing action plans.

The Town of Paonia submitted the pre-existing housing needs assessment for review by the Colorado Department of Local Affairs (DOLA). DOLA reviewed the HNA against the standards outlined in SB24-174 and issued a memorandum on April 16, 2025. The combined assessment and plan was submitted for a courtesy review late in 2025. DOLA concluded that additional information is needed. The Town must achieve a determination of Substantial Conformity with SB24-174 to avoid the need for a new HNA by December 31, 2026. The town's population is below the threshold requiring it to have an SB24-174 compliant housing action plan, however, the town received state funding to complete compliance.

Urban Rural Continuum will gather the additional information required by the state and prepare an SB24-174 Compliance Addendum to the 2023 housing needs assessment and housing action plan for the Town of Paonia, Colorado, to submit to DOLA seeking a determination of Substantial Conformity with the statute. This scope of services does not include Urban Rural Continuum's participation in any public engagement.

Timeline

Urban Rural Continuum will work to efficiently complete the scope of services and plans to provide the SB24-174 Compliance Addendum to the Town no later than the end of July 2026.

- Contract execution: January 2026
- SB24-174 Addendum Preparation:
 - HNA: January-April 2026
 - HAP: May-July 2026
- Contract expiration: December 31, 2026

Budget:

Completion of the scope of services will not exceed \$10,000.00



MEMORANDUM

TO: Stefen Wynn, Town Administrator
FROM: Scott Forrester, PE
DATE: January 21, 2026
SUBJECT: 2MG Tank Rehabilitation, Change Order #3

The purpose of this memo is to provide a recommendation for inclusion of Change Order #3 from Markleys Precision Company (MPC) for the 2MG Tank Rehabilitation project. Change Order #3 adds additional money for heating and dehumidification equipment.

Per previous discussions with MPC, the Town, and SGM, it was determined that redundant heating and dehumidification equipment was desired to ensure proper environmental conditions are kept inside of the tank during coating operations. The Town agreed to pay for the redundant equipment including a generator, a 1 MM BTU indirect heater, and a 5,000 CFM dehumidifier.

SGM has reviewed MPC's change order documentation and recommends adding \$27,270.75 to the Contract Price. These changes are included in the attached Change Order Form, Section 00 69 50.

If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink that reads 'M. Scott Forrester'.

M. Scott Forrester, PE
Project Engineer

Attachments:
Change Order Form 00 69 50
Change Order Backup Documentation

**SECTION 00 69 50
CHANGE ORDER**

No. 3

Date of Issuance: _____ Effective Date: _____

Project: 2MG Tank Rehabilitation	Owner: Town of Paonia	Owner's Contract No.:
Contract:		Date of Contract: 8/13/25
Contractor: Markleys Precision Company		Engineer's Project No.: 2013-471.013

The Contract Documents are modified as follows upon execution of this Change Order:

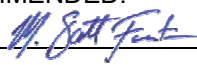
Description:

N/A

Attachments (list documents supporting change):

Additional heating and dehumidification equipment

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>916,250.00</u>	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): <u>180</u> Ready for final payment (days or date): <u>210</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>59,895.80</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial completion (days): <u>14</u> Ready for final payment (days): <u>14</u>
Contract Price prior to this Change Order: \$ <u>976,145.80</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>201</u> Ready for final payment (days or date): <u>231</u>
[Increase] [Decrease] of this Change Order: \$ <u>27,270.75</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): <u>0</u>
Contract Price incorporating this Change Order: \$ <u>1,003,416.55</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>201</u> Ready for final payment (days or date): <u>231</u>

RECOMMENDED: By: <u></u> Engineer (Authorized Signature) Date: <u>01/21/26</u> Approved by Funding Agency (if applicable): _____ _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Date: _____ Date: _____
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Markley's Precision Company

Change Order Request #3 — Additional Heating, Power & Dehumidification Equipment

New London, Ohio

Phone: 419-679-4960 | Email: kmarkley@markleyprecision.net

Date: January 20, 2026

To: Town of Paonia

To whom it may concern,

Markley's Precision Company respectfully submits this Change Order Request for the addition of temporary heating, power generation, and dehumidification equipment required to maintain appropriate environmental conditions and support ongoing work at the project site (12726 Roeber Rd., Paonia, CO). These resources were not included in the original contract scope and are necessary to maintain temperature and humidity parameters for safe work and proper coating application/cure.

1. Basis of Change

- Additional temporary heat is required to maintain workability and coating cure conditions.
- Additional temporary power is required to reliably operate heating and environmental control equipment.
- Additional dehumidification is required to control moisture levels and support coating quality requirements.

Pricing is based on Sunbelt Rentals contract/quote #178843071 for the estimated rental period Feb 2, 2026 through February 28, 2026 or 30 days

2. Cost Summary

Category	Description	Amount
Equipment Rental	1 × 100 kW Diesel Generator	\$4,000.00

Equipment Rental	1 × 1 MM BTU LP/NG Indirect Fired Heater	\$7,000.00
Equipment Rental	1 × 5,000 CFM Desiccant Dehumidifier	\$6,000.00
Vendor Charges	Transportation Surcharge	\$1,110.00
Vendor Charges	Environmental Fee	\$360.75
Vendor Charges	SMM Tax (2%)	\$250.00
Vendor Charges	Rental Protection Plan (RPP)	\$2,550.00
Vendor Charges	Delivery Charge	\$3,000.00
Vendor Charges	Pickup Charge	\$3,000.00
	Subtotal	\$27,270.75
	Total Change Order #3	\$27,270.75

Breakdown: Sunbelt Rentals Quote (Contract #178843071)

Equipment	Qty	4-Week Amount
100 kW Diesel Generator	1	\$4,000.00
1 MM BTU LP/NG Indirect Fired Heater	1	\$7,000.00
5,000 CFM Desiccant Dehumidifier	1	\$6,000.00

Additional Charges

Charge	Amount
Transportation Surcharge	\$1,110.00
Environmental Fee	\$360.75
SMM Tax (2%)	\$250.00
Rental Protection Plan (RPP)	\$2,550.00
Delivery Charge	\$3,000.00
Pickup Charge	\$3,000.00
Subtotal	\$27,270.75
Total	\$27,270.75

3. Request

We respectfully request written approval and payment of \$27,270.75 for Change Order #3 to cover the additional temporary heating, power, and dehumidification equipment and associated vendor charges required to support project execution.

Sincerely,

Kline Markley

President

Markley's Precision Company

Phone: 419-679-4960

Email: kmarkley@markleyprecision.net



PC#: 0543
3975 N YORK ST
DENVER, CO 80205 3537
303-404-2050

SUNBELT RENTALS, INC.

Salesman: 054300 DENVER PC543 HOUSE A
Typed By: MSPORDER

Job Site:

12726 ROEBER RD. PAONIA, CO
12726 ROEBER RD
PAONIA, CO 81428 4114

C#: 419-681-2494 J#: 419-681-2494

Customer: 853117

MARKLEYS PRECISION COMPANY, LL
1884 PROSPECT RD
NEW LONDON, OH 44851-9385

QUOTE

Contract #.. 178843071
Contract dt. 1/12/26
Date out.... 1/19/26 8:00 AM
Est return.. 2/16/26 8:00 AM
Job Loc..... 12726 ROEBER RD., PAONIA
Job No..... 12726 ROEBER RD. PAO
P.O. #..... 12726 ROEBER RD. PAONIA, C
Ordered By.. MARKLEYS, KLINE MARK
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	100KW DIESEL GENERATOR 0090100	650.00	650.00	1750.00	4000.00	4000.00
1.00	1M BTU LP/NG INDIRECT FIRED HE 0100275	1250.00	1250.00	3000.00	7000.00	7000.00
1.00	5000CFM DESICCANT DEHUMIDIFIER 1050425	1320.00	1320.00	2850.00	6000.00	6000.00
1.00	500 GAL DBL WL FUEL TANK W/PUM 1100213	150.00	150.00	400.00	1500.00	1500.00
*** EQP MSG ***						
8 Hrs/Day 40 Hrs/Wk = 1.0x Rate						
9-16 Hrs/Day 41-80 Hrs/Wk = 1.5x Rate						
17+ Hrs/Day 81+ Hrs/Wk = 2.0x Rate						
During a declared state of emergency and/or a pending or existing natural disaster, all rentals of this generator type will be billed at a one-week minimum rental period for 24-hours of usage per day. The one-week minimum rental at 24-hour usage rates does not apply to pre-existing generator rentals.						
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	1110.000			1110.00
1	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	360.750			360.75

IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE	MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY	CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS
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1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature	Date	Name Printed	Delivered By	Date
--------------------	------	--------------	--------------	------



PC#: 0543
3975 N YORK ST
DENVER, CO 80205 3537
303-404-2050

SUNBELT RENTALS, INC.

Salesman: 054300 DENVER PC543 HOUSE A
Typed By: MSPORDER

Job Site:

12726 ROEBER RD. PAONIA, CO
12726 ROEBER RD
PAONIA, CO 81428 4114

C#: 419-681-2494 J#: 419-681-2494

Customer: 853117

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Job No..... 12726 ROEBER RD. PAO
P.O. #..... 12726 ROEBER RD. PAONIA, C
Ordered By.. MARKLEYS, KLINE MARK
NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE	EA	250.000			250.00
	SMM TAX-2					
	SMM TAX 2%					
	RENTAL PROTECTION PLAN					2775.00
	DELIVERY CHARGE					3000.00
	PICKUP CHARGE					3000.00
				Sub-total:		28995.75
				Tax:		1418.10
				Total:		30413.85

All amounts are in USD

IF THE EQUIPMENT DOES NOT WORK
PROPERLY, NOTIFY THE OFFICE AT ONCE

MULTIPLE SHIFTS OR
OVERTIME RATES MAY APPLY

CUSTOMER IS RESPONSIBLE FOR
REFUELING, DAMAGES AND REPAIRS

1. The total charges are an estimate based on the estimated rental period and other information provided by Customer.
2. Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
3. Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
4. If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
5. Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
6. Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
7. Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
8. Customer waives its right to a jury trial in any dispute as set forth in Section 19.
9. At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Customer Signature

Date

Name Printed

Delivered By

Date

SUNBELT RENTALS TERMS AND CONDITIONS

1) **DEFINITIONS. "Authorized Individuals"** are those individuals that Customer directly or indirectly allows to use the Equipment, who must be properly trained to use the Equipment, at least 18 years old or the legal age of majority in the state, whichever is greater and are not under the influence of any drugs, alcohol, substances or otherwise impaired. **"Customer"** is identified earlier and includes any of your representatives, agents, officers, employees or anyone signing this Contract on your behalf. **"Environmental Services Charge"** is the charge described in Section 10. **"Equipment"** is the equipment and/or services identified on the any prices provided, together with all replacements, repairs, additions, attachments and accessories and all future Equipment rented. **"Incident"** is any fire, citation, theft, accident, casualty, loss, vandalism, injury, death or damage to person or property, claimed by any person or entity that appears to have occurred in connection with the Equipment. **"Loss"** means the Equipment is either stolen, its location is unknown, or Customer is unable to recover it for a period of 30 days. **"FMV"** is the Equipment's fair market value on or about the date of the Incident relating to the Equipment, plus any administrative fees and expenses. **"One Shift"** means not more than 8 hours per day, 40 hours per week and 160 hours every 4-week period, provided that double shift will be 150% and triple shift will be 200% of the rental charge. **"Rental Period"** means the period between **"Pick-up Address"** and **"Return Address"** and means the period of time that the Rental Period includes. **"Shift"** means "Part A" means Sunbelt Customer's shift together with the "Parties". **"Pick-Up Number"** is the number Customer obtains from Sunbelt evidencing the Customer's call to pick up Equipment. **"Rental Period"** commences when the Equipment is delivered to Customer or the Site Address and continues until the Equipment is returned to the Store or picked up by Sunbelt during normal business hours, provided Customer has otherwise complied with this Contract. **"REP"** is the rental protection plan described in Section 10. **"Site Address"** is the location that Customer represents the Equipment will be located during the Rental Period identified earlier. **"Store"** is the Sunbelt location identified earlier. **"Sunbelt"** is Sunbelt and its affiliated companies, their respective officers, directors, employees and agents. **"Telematics Data"** is data collected within the Equipment or via software relating to the Equipment, its performance, location, or operators. **Transportation Surcharge** is a charge intended to defray a wide range of transportation expenses (both direct and indirect), which are not always fully recovered by other transportation charges.

2) **TERMS.** Customer's execution of this Contract or taking possession of the Equipment (whichever occurs first) shall be deemed acceptance of the terms herein for this and all past and future contracts between Sunbelt and Customer upon Customer's receipt of Sunbelt's Equipment under those contracts. Customer rents the Equipment from Sunbelt pursuant to this Contract, which is a true lease. The Equipment (a) is and shall remain the personal property of Sunbelt and (b) shall not be affixed to any other property. Customer shall not pledge or encumber the Equipment in any manner.

3) **PERMITTED USE.** Customer agrees and warrants that (a) Sunbelt has no control over the manner in which the Equipment is operated during the Rental Period by Customer or any third party that Customer implicitly or explicitly permits, (b) prior to each use and its return to Sunbelt, Customer shall inspect the Equipment to confirm that the Equipment is in good condition, without defects, readable decals are on the Equipment, and the Equipment is suitable for Customer's intended use; (c) Customer has access to and reviews the operating and safety instructions and will operate the Equipment in accordance with the manufacturer's instructions and with applicable safety equipment; (d) any agent present at the Site Address is authorized to accept delivery of the Equipment (and if Customer requests, Customer authorizes Sunbelt to leave the Equipment at the Site Address without requirement of written receipt); (e) Customer shall immediately stop use and notify Sunbelt if the Equipment is damaged, unsafe, disabled, malfunctioning, warning lights come on, levied upon, threatened with seizure, Lost, or if any Incident occurs; (f) Customer has access to and reviews the Safety Manual from Sunbelt and agrees to read and understand the Safety Manual and will read and understand the Safety Manual prior to operating or other training unless Customer specifically requests in writing and Sunbelt agrees to provide such training (Customer being responsible to obtain all training that Customer desires prior to the Equipment's use); (h) Sunbelt is not responsible for Customer's obligation to provide reasonable accommodation(s) to any (disabled) Authorized Individual(s); (i) only Authorized Individuals shall use and operate the Equipment, however Customer is responsible for the Equipment and its use during the Rental Period regardless of the user; (j) the Equipment shall be used and maintained in a careful manner, within the Equipment's capacity and in compliance with all applicable laws, regulations, as well as all operating and safety instructions provided on, in or with the Equipment and all applicable federal, state and local laws, permits and licenses, including but not limited to, OSHA and ADA, as revised; (k) the Equipment shall be kept in a secure location; and (l) Customer shall provide Sunbelt with accurate and complete information, which Sunbelt relies upon to provide the appropriate Equipment to Customer.

4) **PROHIBITED USE.** Customer shall not (a) alter or cover up any decals or insignia on the Equipment, remove any operating or safety equipment or instructions or alter or tamper with the Equipment; (b) assign its rights under this Contract; (c) move the Equipment from the Site without Sunbelt's written consent; (d) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (e) publicize use of the Equipment in any manner (including, without limitation, print, audiovisual or electronic); or (f) allow the use of the Equipment by anyone other than Authorized Individuals (Customer acknowledging that the Equipment may be dangerous if used improperly or by untrained parties).

5) **MAINTENANCE.** Customer shall perform routine maintenance on the Equipment, including routine inspections and maintenance of fuel and oil levels, grease, cooling and fluid systems, batteries, tires/treads cutting edges, and cleaning in accordance with the manufacturer's specifications, as applicable. Customer shall be responsible for repair of any parts, components or accessories that are damaged or worn during the Rental Period. If Customer inspects or performs any maintenance or repairs unless Customer requests a service call, if Sunbelt determines that repairs to the Equipment are needed, other than Ordinary Wear and Tear, Customer shall pay the full repair charges, additional fees, if any, and the rental of the Equipment until the repairs are completed. If Equipment is stolen or damaged in excess of 40% of the Equipment's FMV, Customer will be responsible for the FMV of the Equipment, including sales tax, as applicable. Sunbelt has the right to inspect the Equipment wherever located. Customer has the authority to and hereby grants Sunbelt and its agents the right to enter the physical location of the Equipment for the purposes set forth herein. Sunbelt shall be responsible for repairs needed because of Ordinary Wear and Tear. Customer agrees that repair or replacement of the Equipment is not required for Sunbelt's breach of this Section. Notwithstanding Sunbelt's service contract, if Customer breaches this Section, Sunbelt shall have no obligation to stop the Rental Period, commence repairs or rent other equipment to Customer until Customer or its agent agrees to pay for such charges.

g) **CUSTOMER LIABILITY. DURING THE RENTAL PERIOD, CUSTOMER ASSUMES ALL RISK ASSOCIATED WITH THE POSSESSION, CONTROL OR USE OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, THEFT, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORTATION, LOADING AND UNLOADING, WHETHER OR NOT THE CUSTOMER IS AT FAULT.** After an Incident, Customer shall (a) immediately notify Sunbelt, the police, if necessary, and the Customer's insurance carrier, to secure and maintain the Equipment and all surrounding property; (b) the condition existing at the time of such notification shall constitute the condition of the Equipment at the time of all claims; (c) third party reports to Sunbelt; and (d) as applicable, pay Sunbelt, in addition to other sums due herein, the rental rate for Equipment until the repairs are completed or Equipment replaced plus either (i) the FMV or (ii) the full charges of recovery and repairs of damaged Equipment. Accrued rental charges shall not be applied against these amounts. Sunbelt shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

NO WARRANTIES. SUNBELT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS" BASIS, WITH ALL FAULTS, DEFECTS, AND/OR OMISSIONS, AND RELEASES SUNBELT FROM ALL LIABILITY, INCLUDING LIABILITY FOR DEATH, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS INSTALLATION, OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF. A BREACH OF SUNBELT'S OBLIGATIONS HEREON OR ERRORS OR INACCURACIES IN INFORMATION OBTAINED FROM CONSUMER UNDER THIS AGREEMENT SHALL NOT CONSTITUTE A BREACH OF THIS AGREEMENT. NO OTHER DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, SHALL BE AVAILABLE TO PERSONS SHALL BE AVAILABLE TO PERSONS.

RELEASE AND DEMINUTION, TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER INDEMNIFIES, RELEASES, HOLDS SUNBELT ENTITIES HARMLESS AND AT SUNBELT'S REQUEST, DEFENDS SUNBELT ENTITIES (WITH CONSOLE APPROVED BY SUNBELT), FROM AND AGAINST ALL LIABILITIES, CLAIMS, LOSSES, DAMAGES, AND EXPENSES (INCLUDING ATTORNEYS' AND/OR LEGAL FEES AND EXPENSES) HOWEVER ARISING OR INCURRED, RELATED TO ANY INCIDENT, DAMAGE TO PROPERTY, INJURY OR DEATH OF ANY PERSON, CONTAMINATION OR ALLEGED CONTAMINATION, OR VIOLATION OF LAW OR REGULATION CAUSED BY OR CONNECTED WITH THE (a) ACCESS, USE, POSSESSION OR CONTROL OF THE EQUIPMENT BY CUSTOMER OR ANY THIRD PARTY THAT CUSTOMER IMPLICITLY OR EXPLICITLY PERMITS TO ACCESS, USE, POSSESS OR CONTROL THE EQUIPMENT DURING THE RENTAL PERIOD OR (b) BREACH OF THIS CONTRACT, WHETHER OR NOT CAUSED IN PART BY THE ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT OF ANY PARTY INDEMNIFIED HEREIN AND ANY OF THE FOREGOING ARISING OR IMPOSED IN ACCORDANCE WITH THE DOCTRINE OF STRICT OR ABSOLUTE LIABILITY. CUSTOMER ALSO AGREES TO WAIVE ITS WORKERS' COMPENSATION IMMUNITY, TO THE EXTENT APPLICABLE. CUSTOMER'S INDEMNITY OBLIGATIONS SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS CONTRACT. All of Customer's indemnification obligations under this paragraph shall be joint and several.

9) **INSURANCE.** During the Rental Period, Customer shall maintain, at its own expense, the following minimum insurance coverage: (a) for Customers using Equipment for non personal use, general liability insurance of not less than \$1,000,000 per occurrence, including coverage for Customer's contractual liabilities herein such as the release and indemnification clause contained in Section 8; (b) for Customers using Equipment for non personal use, property insurance against loss by all risks to the Equipment, in an amount at least equal to the FMV thereof, unless RPP is elected at the time of rental and paid for prior to any Incident; (c) worker's compensation insurance as required by law; and (d) automobile liability insurance (including comprehensive and collision coverage, and uninsured/uninsured motorist coverage), in the same amounts set forth in subsections (a) and (b), if the Equipment is to be used on any roadway. Such policies shall be primary, non-contributory, on an occurrence basis, contain a waiver of subrogation, name Sunbelt and its agents as an additional insured (including an additional insured endorsement) and loss payee, and provide for benefit to be payable at least 30 days prior to settlement of any cancellation or material damage. Any insurance that excludes bodily injury and/or overturns, or treats Customer as a contractor, shall be excluded from insurance coverage. If a Customer's insurance policy excludes coverage, evidencing the coverage provided above prior to any rental and any time upon Sunbelt's request. To the extent Sunbelt Entities carry any insurance, Sunbelt Entities' insurance will be considered excess insurance. The insurance required herein does not relieve Customer of its responsibilities, indemnification, or other obligations provided herein, or for which Customer may be liable by law or otherwise.

(10) **RENTAL PROTECTION PLAN.** Customer's repair or replacement responsibility in Sections 5 and 6 of this Contract is modified by the RPP, if offered on the Equipment, and Sunbelt shall limit the amount Sunbelt collects from Customer for the Equipment loss, damage or destruction to the following amounts for each piece of Equipment, per each occurrence: (a) 10% of the FMV for Lost Equipment; up to a maximum of \$500 per piece of Equipment; (b) 10% of the repair charges for incidental or accidental damage to Equipment, up to a maximum of \$500 per piece of Equipment; (c) charges in excess of \$50 per tire for tire repairs; and (d) nothing for the rental charges which would otherwise accrue during the period of equipment unavailability. The RPP does not apply to equipment damaged as a result of fire, theft, flood, war, riot, civil unrest, terrorism, or RPP liability reduction only applies if the Conditions (defined below) are satisfied and an Exclusion (defined below) does not apply. The RPP is NOT INSURANCE and does NOT protect Customer from liability to Sunbelt or others arising out of possession, control or use of the Equipment, including injury or damage to persons or property. **THE RPP IS A CONTRACTUAL MODIFICATION OF CUSTOMER'S LIABILITY.** All of the following "Conditions" must be satisfied for the RPP and the corresponding liability reduction to apply: (i) Customer accepts the RPP in advance of the rental; (ii) Customer pays 15% of the gross rental charges as the fee for the RPP (plus applicable taxes); (iii) Customer fully complies with the terms of this Contract; (iv) Customer's account is current at the time of the loss, theft, damage or destruction of the Equipment; and (v) none of the exclusions apply. In addition, customer assumes the Exclusions resulting from the loss, theft, damage or destruction of the Equipment, including: (A) intentional misfeasance, theft, damages, claims resulting from such Exclusion; (B) Exclusions that mean that rent, damage or destruction of the Equipment; (A) due to intentional misuse; (B) caused by Lost Equipment not reported by Customer to the police within 48 hours of discovery, and substantiated by a written police report (promptly delivered to Sunbelt); (C) due to floods, water level changes, wind, storms, earthquakes or Acts of God; and (D) accessories or Equipment for which Customer is not charged the RPP fee. **THE EXCLUSIONS REMAIN THE LIABILITY OF CUSTOMER AND ARE NOT MODIFIED BY THE RPP. RPP IS REFLECTED ON THIS CONTRACT AS PART OF CUSTOMER'S ESTIMATED CHARGES UNLESS CUSTOMER HAS ELECTED TO DECLINE RPP IN WRITING, FAILS TO PAY THE RPP FEE OR MADE OTHER CONTRACTUAL ARRANGEMENTS WITH SUNBELT.** Notwithstanding anything to the contrary in this Contract, if Lost Equipment is later recovered, the Rental Protection Plan will terminate and all payments made by Customer for the RPP will be refunded. If any portion of any Equipment that was equipped, all of which payments are non-refundable, Customer agrees to promptly return any Equipment that is recovered. Sunbelt shall be subordinated to Customer's rights to recover against any person or entity relating to any loss, theft, damage or destruction to the Equipment. Customer

shall cooperate with, assign Sunbelt all claims and proceeds arising from such loss, theft, damage or destruction, execute and deliver to Sunbelt whatever documents are required and take all other necessary steps to secure in Sunbelt such rights, at Customer's expense.

11) **RENTAL RATES.** The total charges specified in this Contract are: (a) estimated based upon Customer's representation of the estimated Rental Period identified herein (rental rates beyond the estimated Rental Period may change) and other information conveyed by Customer to Sunbelt; and (b) for the Equipment's use for One Shift, unless otherwise noted. Weekly and 4 week rental rates shall not be prorated. Rental charges accrue during Saturdays, Sundays and holidays. The rental rates do not include and Customer is responsible for, (i) all consumables, fees, licenses, present and future taxes and any other governmental charges based on Customer's possession and/or use of the Equipment, including additional fees for more than One Shift use; (ii) delivery and pickup charges to and from the Store, including but not limited to any freight, transportation, delivery, pickup and storage fees listed in this Contract; (iii) maintenance, repairs and replacements to the Equipment as provided herein; (iv) a cleaning fee if required; (v) miscellaneous charges, such as fees for lost keys, RPP, costs to recover Equipment, emergency mobilization or store opening; (vi) fuel used during the Rental Period and for refueling Equipment as described below; (vii) fees for use of dyed diesel fuel in on-road Equipment; and (viii) an Environmental Services Charge (see www.sunbeltrentals.com/environmentalfee) and (x) Transportation Storage (see www.sunbeltrentals.com/surcharge). The convenience charge for off road diesel fuel does not include governmental motor fuel taxes or charges. Sunbelt collects these fees as revenue and uses them at its discretion.

12) **PAYMENT.** Customer shall pay for the rental of Equipment, sale of Equipment, materials and all other items and services identified in this Contract and all other amounts due, without any offsets, in full, in advance at the time of rental, unless Sunbelt approves Customer's executed commercial credit application. Commercial customers who are approved for Sunbelt's extended payment terms must pay, in arrears, upon receipt of Sunbelt's invoice, either by cash, check or ACH. Customer must notify Sunbelt in writing of any disputed amounts, including credit card charges, within 15 days after the receipt of the invoice/contract or Customer shall be deemed to have irrevocably waived its right to dispute such amounts. At Sunbelt's discretion, any account with a delinquent balance may be placed on a cash basis, deposits may be required and the Equipment may be picked up without notice. Due to the difficulty in fixing actual damages caused by late payment, Customer agrees that a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law shall be assessed on all delinquent accounts, until paid in full. Customer shall reimburse Sunbelt for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. Payment of any late charge does not constitute payment under this Contract. Customer shall pay a fee of \$75 for each check returned for lack of sufficient funds to compensate Sunbelt for its overhead for processing missed payment. Deposits will only be returned after all amounts are paid in full. **CUSTOMER AGREES THAT IF A CREDIT OR DEBIT CARD IS PRESENTED TO PAY FOR CHARGES OR TO GUARANTEE PAYMENT, CUSTOMER AUTHORIZES SUNBELT TO CHARGE THE CREDIT OR DEBIT CARD ALL AMOUNTS SHOWN ON THIS CONTRACT AND CHARGES SUBSEQUENTLY INCURRED BY CUSTOMER, INCLUDING BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO THE EQUIPMENT AND EXTENSION OF THE RENTAL PERIOD.** Effective June 1, 2021 and where permitted by law, Sunbelt may impose a surcharge of 2% (minimum \$3) for credit card payments on charge accounts. This surcharge is not greater than Sunbelt's merchant discount rate for credit card transactions and is subject to sales tax in some jurisdictions.

13) **RETURN OF EQUIPMENT.** Sunbelt may terminate this Contract at any time, for any reason. The Equipment shall be returned to Sunbelt (when needed for inspections, maintenance and at the end of the Rental Period) in the same condition it was received, less Ordinary Wear and Tear and free of any hazardous materials and contaminants. Customer will return the Equipment at the end of the Rental Period, but will continue to be responsible for rental and other charges after the Rental Period if the Equipment is not returned in the condition required herein. If Sunbelt delivered the Equipment to Customer, Customer shall notify Sunbelt that the Equipment is ready to be picked up at the Site Address and obtain a Pick-Up Number, which Pick-Up Number Customer should keep as proof of the call; provided Customer remains liable for any loss, theft, damage to or destruction of the Equipment and the Rental Period shall continue to run until the Equipment is returned in good condition. If Sunbelt delivered the rental charges after the date the Pick-Up Number is given, provided Customer has otherwise complied with this Contract. No pickups occur on Sundays or statutory holidays and Saturday pickups are dependent on specific Store hours. If Customer picked up Equipment, Customer shall return Equipment to the same Store during that Store's normal business hours. If the Equipment is not returned by the estimated end of the Rental Period specified earlier, Customer agrees to pay the applicable rental rate for the Equipment until the end of the Rental Period.

14) **PURCHASES.** If this Contract identifies any Equipment, materials or other items that is to be purchased by Customer, Sunbelt sells and delivers such items to Customer on an **"AS IS, WHERE IS"** basis, with all faults and without any warranties (other than manufacturer warranties, if any) in consideration for Customer's payment to Sunbelt of the full purchase price of the item, Sunbelt retains title to the item until Customer has paid in full.

15) **DEFAULT.** Customer shall be in default if Sunbelt denies itself insecure or if Customer: (a) fails to pay sums when due; (b) breaches any Section of this Contract; (c) becomes a debtor in a bankruptcy proceeding, goes into receivership, takes protection from its creditors under any insolvency legislation, ceases to carry on business, or has its assets seized by any creditor; (d) fails to insure the Equipment as required; or otherwise places the Equipment at risk; (e) fails to return Equipment immediately upon Sunbelt's demand; or (f) is in default under any other contract with Sunbelt. If a Customer default occurs, Sunbelt shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice. Customer shall pay all of Sunbelt's costs, including reasonable costs of collection, court costs, attorneys and legal fees, incurred in exercising any of its rights or remedies herein. Sunbelt shall not be liable due to seizure of Equipment by order of governmental authority. **CUSTOMER WAIVES ANY RIGHT OF ACTION AGAINST SUNBELT ENTITIES FOR SUCH REPOSSESSION.**

16) **CRIMINAL WARNING.** The use of false identification to obtain Equipment or the failure to return Equipment by the end of the Rental Period may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws.

17) **ENVIRONMENTAL SERVICES CHARGE.** To promote a clean and sustainable environment, Sunbelt takes various measures to comply with applicable environmental regulations, as well as with Sunbelt's own policies. Sunbelt also incurs a wide range of environmental related expenses (both direct and indirect). These expenses may include services such as waste disposal, construction and maintenance of cleaning facilities, acquisition of more fuel-efficient equipment, as well as, labor costs, administration costs, etc. To help offset these and other costs, Sunbelt assesses an Environmental Services Charge, plus applicable taxes thereon in connection with certain rentals. The Environmental Services Charge is not a tax or governmentally mandated charge and is not designated for any particular use or placed in an escrow account, but is a charge that Sunbelt collects as revenue and uses at its discretion.

18) **FUEL.** For Equipment that uses fuel, Customer has three options: (a) **Prepay Fuel Option** - Customer may purchase a full tank of fuel for the Equipment at the start of the rental, in which case a "convenience charge" will appear on this Contract (calculated by multiplying the estimated fuel capacity of Equipment by the Prepay per gallon rate). As an added benefit, Customer may return the Equipment full of fuel and the convenience charge will be refunded (however, if not returned full, Customer will not obtain any credit for fuel left in the Equipment upon return); (b) **Pay on Return Option** - If Customer returns Equipment with less fuel than when received, Customer shall pay a refueling charge (calculated by multiplying the difference in fuel between the start and end of the rental by the Fuel Refill Rate per gallon). If Customer returns the Equipment with at least as much fuel as when it was received (most Sunbelt Equipment comes with a full tank of fuel, but not all), no fuel charge will be assessed. The cost of Customer refueling Equipment itself will generally be lower than the Prepay Fuel Option or the Pay on Return Option; however these options each allow for the convenience of not refueling. Customer agrees that none of these options are a retail sale of fuel.

19) LIMITATION OF SUNBELT'S LIABILITY. IN CONSIDERATION OF THE RENTAL OF EQUIPMENT, CUSTOMER AGREES THAT SUNBELT'S LIABILITY UNDER THIS CONTRACT, INCLUDING ANY LIABILITY ARISING FROM SUNBELT'S, SUNBELT ENTITIES, OR ANY THIRD PARTY'S COMPARATIVE, CONCURRENT, CONTRIBUTORY, PASSIVE OR ACTIVE NEGLIGENCE OR THAT ARISES AS A RESULT OF ANY STRICT OR ABSOLUTE LIABILITY, SHALL NOT EXCEED THE TOTAL RENTAL CHARGES PAID BY CUSTOMER UNDER THIS CONTRACT.

20) JURY TRIAL WAIVER. IN ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH, OR IN ANY WAY PERTAINING TO THIS CONTRACT, CUSTOMER AND SUNBELT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. THIS WAIVER BEING A MATERIAL INDUCEMENT TO ENTERING INTO THIS CONTRACT.

21) ARBITRATION AGREEMENT & CLASS ACTION WAIVER. AT THE ELECTION OF CUSTOMER OR SUNBELT, ANY DISPUTE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY PERTAINING TO THIS CONTRACT SHALL BE SETTLED BY ARBITRATION BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF IN A PURPORTED CLASS OR REPRESENTATIVE CAPACITY, ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES OR BY JAMS PURSUANT TO ITS STREAMLINED ARBITRATION RULES AND PROCEDURES AND JUDGEMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY CLAIMS TO BE ARBITRATED OR TRIED ON A CLASS ACTION BASIS.

22) **COMPLIANCE WITH EXPORT AND IMPORT LAWS.** Removal of the Equipment from the United States ("U.S.") is prohibited under this Contract. If Customer desires or causes the transport and/or operation of the Equipment outside of the U.S., Customer must (a) obtain Sunbelt's consent prior to taking such action, including approval of established customs broker, and (b) execute an amendment to this Contract, which amendment is incorporated herein. If Customer exports or re-exports without complying with the above sentence, Customer agrees that (i) the Equipment is subject to and must comply with all applicable export laws, including but not limited to the Export Administration Regulations; and (ii) Customer, as the exporter/importer of record, is responsible for: (A) determining whether and obtaining if necessary, export or re-export licenses or other authorizations as required prior to exporting or re-exporting the Equipment, (B) obtaining any required documentation necessary for return of the Equipment, and (C) ensuring no unauthorized transfers or diversions of the Equipment occur. Refer to www.bis.doc.gov for information.

23) **COLLECTION OF DATA.** Customer consents to the collection, use and disclosure of the data and information Customer voluntarily provides to Sunbelt, including personal identifiable information and financial information, as well as the Telematics Data collected from the Equipment, as described in our Privacy Policy found at www.sunbeltrentals.com/privacypolicy.

24) **GOVERNING LAW.** The Parties expressly and irrevocably agree: (a) this Contract, including any related tort claims, shall be governed by the laws of South Carolina, without regard to any conflicts of law principles and (b) if any Section of this Contract is prohibited by any law, such Section shall be ineffective to the extent of such prohibition without invalidating the remaining Sections.

25) **FORCE MAJEURE.** Sunbell shall not be liable or responsible to the Customer, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts beyond Sunbell's control, including, without limitation, the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, or not or other civil unrest; (d) government order, law, regulations, shutdowns, or actions; (e) embargoes or blockades in effect on or after the date of this Contract; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the control of Sunbell.

26) **MISCELLANEOUS.** This Contract, together with any Customer executed commercial credit application, if any, constitutes the entire agreement of the Parties regarding the Equipment and may not be modified except by written amendment signed by the Parties. Any reference in Customer's purchase order or other Customer document to other terms that shall control this transaction shall be void. This Contract benefits solely the Parties and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract. Customer's obligations hereunder shall survive the termination of this Contract. If any term is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or invalidate or render unenforceable such term. This Contract and all of Customer's rights in and to the Equipment are subordinate to all rights, title and interest of all persons (including Sunbelt's lenders) who have rights in the Equipment. Headings are for convenience only. To the extent that any terms in this Contract conflict, the Parties agree that the more specific terms control. A copy of this Contract shall be valid as the original. Any failure by Sunbelt to insist upon strict performance of any Section of this Contract shall not be construed as a waiver of the right to demand strict performance in the future. Customer and the person signing this Contract agree, represent and warrant that: (a) the person executing is 18 or the legal age of majority in the state, whichever is greater and they both have full authority to execute, deliver and perform this Contract; and (b) this Contract constitutes a legal, valid and binding obligation of Customer, enforceable in accordance with its terms. If the Parties have a fully executed, active agreement, intended to govern over conflictive terms and conditions, such agreement shall take precedence over the terms herein.

Additional terms and conditions for Shoring can be found at <https://www.sunbeltrentals.com/about/shoring-bridging-additional-terms-and-conditions/>



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

AGENDA ITEM:	Consideration to renew AXON Taser Contract with two additional Taser devices.
SUBMITTED BY:	M. Laiminger – Chief of Police
DATE:	01-27-2026
BACKGROUND:	The department currently utilizes AXON Taser devices as a de-escalation option and deterrent. Taser use is directed by policy, and training is provided annually by our on-staff Taser-certified instructor. The Paonia Police Department currently has a contract with AXON Enterprises for five (5) AXON Taser conducted energy devices. With full staff, the department employs seven (7) POST certified officers. The department is requesting an additional two (2) Taser devices and the renewal of our AXON TASER contract for an additional five (5) years through 2030. Total cost for renewal of contracts, equipment purchase, and data storage is \$37,772.12 for 60 months. Annual cost breakdown is as follows: February 2026: \$3,645.00 February 2027: \$8,351.78 February 2028: \$8,351.78 February 2029: \$8,351.78 February 2030: \$8,351.78
BUDGET:	Quote of \$37,772.12 to be split annually as outlined above and paid under line item 10-42-42* (Contract Services) or 10-42-74* (Machinery and Equipment) *10-42-42 available balance 01/20/2026 = \$22,000 *10-42-74 available balance 01/20/2026 = \$70,600
RECOMMENDATION:	Recommend the renewal of AXON Taser contract for 60 months with the purchase of two (2) additional AXON TASER Conducted Energy Devices.
ATTACHMENT:	Attachment A – Quote from AXON Enterprises



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-774234-46037AO

Issued: 01/15/2026

Quote Expiration: 01/15/2026

Estimated Contract Start Date: 03/15/2026

Account Number: 167188

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Paonia Police Dept - CO 214 Grand Ave Paonia, CO 81428-6302 USA	Paonia Police Dept - CO 214 Grand Ave Paonia CO 81428-6302 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Abraham Ortiz Phone: (623) 307-5597 Email: aortiz@axon.com Fax:	Matt Laiminger Phone: 9705274822 Email: mlaimingerppd@townofpaonia.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$37,772.12
ESTIMATED TOTAL W/ TAX	\$37,772.12

Discount Summary

Average Savings Per Year	\$5,035.50
TOTAL SAVINGS	\$25,177.51

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$3,645.00	\$0.00	\$3,645.00
Feb 2027	\$8,531.78	\$0.00	\$8,531.78
Feb 2028	\$8,531.78	\$0.00	\$8,531.78
Feb 2029	\$8,531.78	\$0.00	\$8,531.78
Feb 2030	\$8,531.78	\$0.00	\$8,531.78
Total	\$37,772.12	\$0.00	\$37,772.12

Quote Unbundled Price:	\$62,953.00
Quote List Price:	\$41,717.80
Quote Subtotal:	\$37,772.12

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$259.81)	(\$259.81)	\$0.00	(\$259.81)
100552	TRANSFER BALANCE - GOODS	1			\$1.00	(\$183.87)	(\$183.87)	\$0.00	(\$183.87)
C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	60	\$141.55	\$90.99	\$90.99	\$38,215.80	\$0.00	\$38,215.80
A la Carte Services									
102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1			\$3,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$37,772.12	\$0.00	\$37,772.12

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	100122	AXON VR - HEADSET - BATTERY	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100126	AXON VR - TACTICAL BAG	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	7	2	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100396	AXON TASER 10 - MAGAZINE - INERT RED	7	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	50	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100401	AXON TASER 10 - CARTRIDGE - INERT	70	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100591	AXON TASER - CLEANING KIT	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	7	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100748	AXON VR - CONTROLLER - TASER 10	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	7	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	7	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/15/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 CERTIFICATION STANDARD PLAN	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	02/15/2026
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	02/15/2027
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	02/15/2028
TASER 10 CERTIFICATION STANDARD PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	08/15/2028
TASER 10 CERTIFICATION STANDARD PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	08/15/2028
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	02/15/2029
TASER 10 CERTIFICATION STANDARD PLAN	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	02/15/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	101180	AXON TASER - DATA SCIENCE PROGRAM	7	03/15/2026	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	101703	AXON VR - USER ACCESS - TASER SKILLS	7	03/15/2026	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	7	03/15/2026	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	20248	AXON TASER - EVIDENCE.COM LICENSE	1	03/15/2026	03/14/2031

Services

Bundle	Item	Description	QTY
TASER 10 CERTIFICATION STANDARD PLAN	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	7
TASER 10 CERTIFICATION STANDARD PLAN	101193	AXON TASER - ON DEMAND CERTIFICATION	7
A la Carte	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 10 CERTIFICATION STANDARD PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	1	02/15/2027	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	7	02/15/2027	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	02/15/2027	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	02/15/2027	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	02/15/2027	03/14/2031
TASER 10 CERTIFICATION STANDARD PLAN	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	02/15/2027	03/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	214 Grand Ave	Paonia	CO	81428-6302	USA
2	214 Grand Ave	Paonia	CO	81428-6302	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	(\$183.87)	\$0.00	(\$183.87)
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$259.81)	\$0.00	(\$259.81)
Year 1	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 1	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$4,088.68	\$0.00	\$4,088.68
Total				\$3,645.00	\$0.00	\$3,645.00

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 2	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$8,531.78	\$0.00	\$8,531.78
Total				\$8,531.78	\$0.00	\$8,531.78

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 3	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$8,531.78	\$0.00	\$8,531.78
Total				\$8,531.78	\$0.00	\$8,531.78

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 4	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$8,531.78	\$0.00	\$8,531.78
Total				\$8,531.78	\$0.00	\$8,531.78

Feb 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	102605	VR INSTRUCTOR CERTIFICATION + IMPLEMENTATION (INSIDE SALES)	1	\$0.00	\$0.00	\$0.00
Year 5	C00032	TASER 10 CERTIFICATION STANDARD PLAN	7	\$8,531.78	\$0.00	\$8,531.78
Total				\$8,531.78	\$0.00	\$8,531.78

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-343269

Agency is terminating those contracts effective 3/15/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$443.68

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-343269 - Pending - 11/15/2025 - \$3,250.08

Signature

Date Signed

1/15/2026





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

AGENDA ITEM:	Consideration of adding one (1) additional AXON Body Worn Camera (BWC) to our existing AXON BWC Contract.
SUBMITTED BY:	M. Laiminger – Chief of Police
DATE:	01-27-2026
BACKGROUND:	The department currently utilizes AXON BWC's to fulfill the statutory requirement of Senate Bill 20-217 (SB217). SB217 States "ALL LOCAL LAW ENFORCEMENT AGENCIES IN THE STATE AND THE COLORADO STATE PATROL SHALL PROVIDE BODY-WORN CAMERAS FOR EACH PEACE OFFICER OF THE LAW ENFORCEMENT AGENCY WHO INTERACTS WITH MEMBERS OF THE PUBLIC." Fully staffed the department employs seven (7) POST certified officers. The department currently has six (6) AXON BWC's assigned to officers for use. The department is requesting an additional one (1) BWC to meet the equipment needs of a fully staffed department and to comply with SB217 statutory requirements. Total cost for one (1) additional BWC and data storage is \$6,572.66 over 51 months. Annual cost breakdown is as follows: February 2026: \$1,643.18 February 2027: \$1,643.18 February 2028: \$1,643.18 February 2029: \$1,643.18
BUDGET:	Quote of \$6,572.66 to be split annually as outlined above and paid under line item 10-42-42* (Contract Services) or 10-42-74* (Machinery and Equipment) *10-42-42 available balance 01/20/2026 = \$22,000 *10-42-74 available balance 01/20/2026 = \$70,600
RECOMMENDATION:	Recommend the addition of one (1) AXON Body Worn Camera (BWC) to our existing AXON BWC contract.
ATTACHMENT:	Attachment A – Quote from AXON Enterprises for one (1) additional BWC



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-795159-46037AO

Issued: 01/15/2026

Quote Expiration: 02/27/2026

Estimated Contract Start Date: 03/15/2026

Account Number: 167188

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Paonia Police Dept - CO 214 Grand Ave Paonia, CO 81428-6302 USA	Paonia Police Dept - CO 214 Grand Ave Paonia CO 81428-6302 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Abraham Ortiz Phone: (623) 307-5597 Email: aortiz@axon.com Fax:	Matt Laiminger Phone: 9705274822 Email: mlaimingerppd@townofpaonia.com Fax:

Quote Summary

Program Length	51 Months
TOTAL COST	\$6,572.66
ESTIMATED TOTAL W/ TAX	\$6,572.66

Discount Summary

Average Savings Per Year	\$1,467.64
TOTAL SAVINGS	\$6,237.49

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$1,643.18	\$0.00	\$1,643.18
Feb 2027	\$1,643.16	\$0.00	\$1,643.16
Feb 2028	\$1,643.16	\$0.00	\$1,643.16
Feb 2029	\$1,643.16	\$0.00	\$1,643.16
Total	\$6,572.66	\$0.00	\$6,572.66

Quote Unbundled Price:	\$12,809.45
Quote List Price:	\$6,613.46
Quote Subtotal:	\$6,572.66

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	13	1		\$35.85	\$35.85	\$466.05	\$0.00	\$466.05
BWCUnTAP	BWC Unlimited with TAP	1	51	\$224.40	\$102.91	\$102.11	\$5,207.61	\$0.00	\$5,207.61
A la Carte Hardware									
H00001	AB4 Camera Bundle	1			\$899.00	\$899.00	\$899.00	\$0.00	\$899.00
Total							\$6,572.66	\$0.00	\$6,572.66

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	02/15/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	2	1	02/15/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	2	1	02/15/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	2	1	02/15/2026
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1	1	08/15/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	08/15/2028
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	1	1	06/14/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	06/14/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1	03/15/2026	06/14/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	03/15/2026	06/14/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	02/15/2027	06/14/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	02/15/2027	06/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	214 Grand Ave	Paonia	CO	81428-6302	USA

Payment Details

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	13	\$116.51	\$0.00	\$116.51
Annual Payment 1	BWCUwTAP	BWC Unlimited with TAP	1	\$1,301.92	\$0.00	\$1,301.92
Annual Payment 1	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$1,643.18	\$0.00	\$1,643.18

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	13	\$116.51	\$0.00	\$116.51
Annual Payment 2	BWCUwTAP	BWC Unlimited with TAP	1	\$1,301.90	\$0.00	\$1,301.90
Annual Payment 2	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$1,643.16	\$0.00	\$1,643.16

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	13	\$116.51	\$0.00	\$116.51
Annual Payment 3	BWCUwTAP	BWC Unlimited with TAP	1	\$1,301.90	\$0.00	\$1,301.90
Annual Payment 3	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$1,643.16	\$0.00	\$1,643.16

Feb 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73843	TRUE UP – BWC UNL W/ TAP/MBD DOCK	13	\$116.51	\$0.00	\$116.51
Annual Payment 4	BWCUwTAP	BWC Unlimited with TAP	1	\$1,301.90	\$0.00	\$1,301.90
Annual Payment 4	H00001	AB4 Camera Bundle	1	\$224.75	\$0.00	\$224.75
Total				\$1,643.16	\$0.00	\$1,643.16

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Signature

Date Signed

1/15/2026





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

AGENDA ITEM:	Consideration of <i>Amending Something Previously Adopted</i> in Reference to the Setting of an Agenda Item for the First Meeting in February to Discuss the Twin Lakes Property.
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	January 27, 2026
BACKGROUND:	At the January 13, 2026 meeting after an executive session, the Board of Trustees voted to have a discussion on the property known as 'Twin Lakes', on the agenda for the first meeting in February. Members of the community who have expressed an interest in the discussion of the property have requested that the agenda item be moved to the second meeting in February so that they are able to attend. Since the Board has adopted by ordinance the use of <i>Robert's Rules of Order</i>, PMC Sec 2-2-80(a), if the Board chooses to accommodate this request, there is a certain way of handling it since it is business that has already been decided. Options: 1) You can take no action at all and the item will still be on the agenda at the first meeting in February OR Original 1/13/2026 motion: I move to that an agenda item be added to the first Board of Trustees meeting in February to discuss the Twin Lakes property. 2) <i>I move to amend the motion made and passed at the January 13, 2026 regular meeting by substituting "second Board of Trustees meeting in February" in place of "first Board of Trustees meeting in February".</i> Since a member of the Board did not bring this forward, but it was a request from a member of the public, a majority vote will not be sufficient but instead you will need a 2/3 vote or 5 ayes to pass the motion. I respectfully request that if you take this action that a roll call vote be done for the record.
BUDGET:	N/A

RECOMMENDATION:	See above
ATTACHMENT:	N/A

RESOLUTION NO. 02-2026

A RESOLUTION DESIGNATING HOLIDAYS FOR THE TOWN OF PAONIA FOR THE YEAR 2026

WHEREAS, the Town of Paonia is governed by the laws of the State of Colorado; and

WHEREAS, it is in the best interest for the functioning of the Town of Paonia to designate holidays recognized by the Town of Paonia.

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

Section 1. The Town of Paonia will observe the following adopted holidays and offices will be closed:

Holiday:	Date Town Office is Closed:
New Year's Day	Thursday, January 1
Martin Luther King Day	Monday, January 19
President's Day	Monday, February 16
Memorial Day	Monday, May 25
Juneteenth	Friday, June 19th
Independence Day	Friday, July 3rd
Labor Day	Monday, September 7
Columbus/ Indigenous	
People's Day	Monday, October 12
Veterans Day	Wednesday, November 11
Thanksgiving Day	Thursday & Friday November 26 & 27
Christmas Eve	Thursday, December 24
Christmas Day	Friday, December 25th

PASSED AND ADOPTED this 27th day of January 2026.

TOWN OF PAONIA, COLORADO

Paige Smith, Mayor

ATTEST:

Samira M. Vetter, Town Clerk

RESOLUTION NO. 02-2026

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Memorial Day	Monday, May 25
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Independence Day	Friday, July 3rd
Labor Day	Monday, September 7
Columbus/ Indigenous	
People's Day	Monday, October 12
Veterans Day	Wednesday, November 11
Thanksgiving Day	Thursday & Friday November 26 & 27
Christmas Eve	Thursday, December 24
Christmas Day	Friday, December 25th

PASSED AND ADOPTED this 27th day of January 2026.

TOWN OF PAONIA, COLORADO

Paige Smith, Mayor

ATTEST:

Samira M. Vetter, Town Clerk



Merit Increase Scoring Sheet

Evaluator Name:

Date: _____

Total Possible Points: 50

Category 1 – Job Performance (20 Points)

Evaluates quality, consistency, and reliability of work.

___ Quality of Work (0-10 points)

- 0-3: Frequent Errors; requires rework or close supervision
- 4-7: Generally Accurate; minimal rework; steady performance
- 8-10: High accuracy; exceptional quality; work often exceeds expectations

___ Productivity & Follow-Through (0-10 points)

- 0-3: Deadlines often missed; requires reminders
- 4-7: Meets deadlines; works independently
- 8-10: Always on time; proactively completes tasks ahead of schedule

Subtotal: **0** /20

Category 2 – Professional Conduct & Teamwork (15 points)

Measures an employee's behavior, reliability, and impact on workplace culture.

___ Attitude & Professionalism (0-5 points)

- 0-1: Negative attitude; creates friction
- 2-3: Generally positive; occasional issues
- 4-5: Exemplary professionalism; consistently respectful

Revised November 2025



___ **Teamwork & Communication (0-5 points)**

- 0-1: Poor communication; avoids collaboration
- ~~2-3: Communicates adequately; engages~~ when needed
- 4-5: Strong collaborator; communicates clearly; supports team

___ **Dependability (Attendance/Punctuality/Responsiveness) (0-5 points)**

- 0-1: Frequent absences or tardiness
- 2-3: Reliable with occasional issues
- 4-5: Very dependable; sets a reliability standard

Subtotal: **0** /15

Category 3 – Initiative, Growth & Compliance (15 points) Captures willingness to improve, adopt new skills, and uphold Town policies.

___ **Initiative & Problem-Solving (0-5 points)**

- 0-1: Avoids responsibility
- 2-3: Handles assigned tasks well
- 4-5: Actively solves problems; improves processes

___ **Training & Development Effort (0-5 points)**

- 0-1: Resists or avoids training
- 2-3: Completes required training
- 4-5: Pursues additional learning; applies new skills

___ **Policy Adherence & Safety Compliance (0-5 points)**

- 0-1: Multiple reminders needed; repeat issues
- 2-3: Generally compliant
- 4-5: Fully compliant; reinforces policies for others

Subtotal: **0** /15

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Total Score (50 possible points): 0 / 50

Recommended Merit Action Guide

- 45-50 total points: Strong merit increase recommended
- 40-44 total points: Moderate merit increase recommended
- 35-39 total points: Consider small merit increase
- Below 35 total points: Merit increase not recommended

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