



Town of Paonia
214 Grand Avenue
Tuesday, April 21, 2026 5:00 PM
Ad Hoc Short Term Rental Committee

A) Approval of Agenda

B) Agenda Item

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

1) Final Agreement between the Town of Paonia and Scott Brown as a Facilitator for the Ad Hoc Short-Term Rental Committee

2) *Per the Mayor the discussion should be limited to the seven (7) legislative items that the Board of Trustees has directed this committee to address.*

- Review of Common Grounds Proposed Ordinance
- Review of Potential Citizen Initiative Ordinance on Short-Term Lodging

C) Adjournment

#1

COMPLETE

Collector: Web Link 1 (Web Link)
Started: [REDACTED]
Last Modified: [REDACTED]
Time Spent: 00:15:40
IP Address: [REDACTED]

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Q1

Please share your thoughts or comments about the April 7th meeting.

It is my belief that there is a deliberate attempt to inflate the number of short term rentals in order to convince the public that there is a problem here in Paonia. I understand that there needs to be an ordinance according to grants that have been awarded to the town, but creating a problem where there is none is disingenuous and unfair to the townspeople. It is not necessary to purchase expensive tracking programs, simply using booking websites (airbnb and VRBO) are free, data-driven, and easily available. Any regulation should NOT be overreaching and should be applicable to Paonia. We are not a tourist-driven destination. Our 5 little, art-centric, local festivals are designed to keep local businesses solvent, population unchanged, and culture intact. Stop using scare tactics, exaggerations, and untruths to advance your position. There are never any more than 35 str's available at the height of festival season (Aug.& Sept.), while the rest of the time the average number hovers around 19-20. The attempt to control every aspect of Paonia's citizens is ridiculous & unnecessary. There are bigger problems facing the town.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is made and entered into the most recent day and year set forth below by and between Town of Paonia, a municipal corporation and political subdivision of the State of Colorado (the “Principal”), whose mailing address is 214 Grand Avenue, Paonia, CO 81428, and Scott Brown, whose mailing address is: _____ (the “Contractor”). The Principal and the Contractor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Contractor agrees to provide services related to the following scope of services: **EXHIBIT A – SCOPE OF SERVICES, incorporated herein by this reference.** The scope of services referenced above along with any Additional Scope of Services is hereinafter referred to as the “Scope of Services.” All provisions of the Additional Scope of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Additional Scope of Services, the provisions contained within this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated beginning on the date of signature of this contract. Services (as outlined in Exhibit A) shall be completed no later than **July 31, 2026.** Any extensions of the time limit set forth above must be agreed upon in writing by the Parties.

3. Early Termination by Principal. Notwithstanding the time periods contained herein, the Principal may terminate this Agreement at any time without cause by providing written notice of termination to the Contractor. Such notice shall be delivered at least three (3) days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the Principal, the Contractor shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Contractor’s obligations under this Agreement. Such payment shall be the Contractor’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the Principal may, at its convenience, suspend the services of the

Contractor by giving the Contractor written notice one day in advance of the suspension date. Upon receipt of such notice, the Contractor shall cease its work in as efficient a manner as possible so as to keep its total charges to the Principal for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the Principal Representative. After a suspension has been in effect for thirty (30) days, the Contractor may terminate this Agreement at will.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the Principal agrees to pay the Contractor the amounts set forth in the, **Exhibit B – Compensation and Rate Schedule**. The Principal shall provide no benefits to the Contractor other than the compensation stated above. The Contractor shall bill its charges to the Principal periodically, but no more frequently than once a month. Payment will not be made on a salary or hourly rate. Principal shall have no obligation to make any payments until such time as the Principal accepts Contractor’s performance as satisfactory. All payments under this contract shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this Agreement.

6. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Contractor of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the Principal may withhold any payment (whether a progress payment or final payment) to the Contractor if any one or more of the following conditions exists:

(a) The Contractor is in default of any of its obligations under this Agreement.

(b) Any part of such payment is attributable to services that are not performed according to this Agreement. The Principal will pay for any portion of the services performed according to this Agreement.

(c) The Contractor has failed to make payments promptly to any third party used to perform any portion of the services hereunder, subject to Paragraph 9, for which the Principal has made payments to the Contractor.

7. Principal Representative. The Principal will designate, prior to commencement of work, its project representative (the “Principal Representative”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the Principal Representative.

8. Independent Contractor. The services to be performed by the Contractor are those of an independent contractor and not of an employee of the Principal. The

Contractor is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Contractor nor its employees, if any, are entitled to workers' compensation benefits from the Principal for the performance of the services specified in this Agreement. **As an independent contractor, the Contractor agrees that:**

(a) Contractor does not have the authority to act for the Principal, or to bind the Principal in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the Principal; and

(b) Principal does not establish a quality standard for the Contractor, except that Principal 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

(c) Principal 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

(d) Principal 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

(e) Principal will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and

(f) Principal will not pay the Contractor personally but rather makes checks payable to the trade or business name of the Contractor; and

(g) Neither Contractor, nor its employees or Contractors, will receive benefits of any kind from the Principal, 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**

(h) Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the Principal; and

(i) 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

(j) Contractor will not combine its business operations in any way with the Principal's business operations, and each party shall maintain their operations as separate and distinct; and

(k) 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

(l) 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.

9. Personal Services. It is understood that the Principal enters into this Agreement based on the special abilities of the Contractor and that this Agreement shall be considered an agreement for personal services. Accordingly, the Contractor shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the Principal. The Contractor accepts the relationship of trust and confidence established between the Parties. The Contractor shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the Principal's local area; provided, however, that in the event the standard of care is higher in the local area where the Contractor's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Contractor's office is located shall be applicable to such services.

10. Accuracy of Work and Warranty. The Contractor represents, covenants, and agrees that its work will be accurate and free from any material errors. The Principal's approval shall not diminish or release the Contractor's duties, since the Principal is ultimately relying upon the Contractor's skill and knowledge. The Contractor hereby represents, warrants, and guarantees to the Principal all workmanship, equipment and/or materials paid for by the Principal pursuant to this Agreement for a period of two (2) years following the date of purchase by the Contractor. Such warranty shall be construed to include, but is not limited to, representations that all workmanship, equipment, and materials are of good quality, free from any defects or irregularities, and in strict conformity with any and all specifications provided to the Contractor by the Principal. If any defect in workmanship, equipment or materials arises, the Contractor shall remedy or otherwise correct such defect without cost to the Principal within such reasonable period of time as specified by the Principal in writing. If the Contractor fails to repair such defect within such period of time specified by the Principal, the Principal may repair such defect or contract for such repairs at the expense of Contractor.

11. Duty to Warn. The Contractor agrees to call to the Principal's attention errors in any drawings, plans, sketches, instructions, information, requirements,

procedures, and other data supplied to the Contractor by the Principal or a third party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the Principal. Nothing shall detract from this obligation unless the Contractor advises the Principal in writing that such data may be unsuitable, improper, or inaccurate and the Principal nevertheless confirms in writing that it wishes the Contractor to proceed according to such data as originally given.

12. Insurance. The Contractor represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Contractor shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$100,000 for bodily injury, death, or damage to property of any person and \$500,000 for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S., as from time to time amended (the "CGIA"), whichever is higher. All insurance policies (except workers' compensation) shall include the Principal and its elected officials and employees as additional insureds. No later than seven (7) days after execution of this Agreement, Contractor shall provide the Principal with certificates of insurance evidencing the types and amounts of insurance specified in this paragraph.

13. 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: (a) notify the subcontractor and the Principal 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 Principal may terminate this Agreement for breach, and the Contractor shall be liable for actual and consequential damages to the Principal. 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 Principal.

The Contractor, if operating as a sole proprietor, hereby swears or affirms under penalty of perjury that the Contractor (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.

14. Compliance with Laws. The Contractor is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

15. Acceptance Not Waiver. The Principal's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the Principal under this Agreement.

16. 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.

17. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect, or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity, except as required by Paragraph 13 (Unauthorized workers).

18. Indemnification; No Waiver of Liability. Contractor shall indemnify, save, and hold harmless the Principal, its employees, and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. As part of this obligation, the Contractor shall compensate the Principal for the time, if any, spent by its legal counsel in connection with such claims or actions. If an Additional Scope of

Services contains any provisions purporting to require the Principal to defend, indemnify, or hold harmless the Contractor or purporting to effect a waiver or limitation of the Contractor's liability (either by type of liability or amount), the Principal does not agree or accept such provisions, and such provisions are not part of the Agreement. The Principal is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the CGIA or otherwise available to the Principal or its officers or employees.

19. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

20. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution, and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the Principal's mailing address is located.

21. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

22. Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

23. Nonexclusive Nature. This Agreement does not grant Contractor an exclusive privilege or right to supply services to the Principal.

24. Annual Appropriation. Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of Town funds for purposes hereof, as determined by the Principal's Board of Directors. In the event that said funds, or any part thereof, become unavailable as determined by the Principal, the Principal may immediately terminate this Agreement or amend it accordingly.

25. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the Contractor (or the Contractor's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the Principal. All internal documents which support

the public information such as field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Contractor as instruments of service shall be provided to the Principal. The Principal understands such documents are not intended or represented to be suitable for reuse by the Principal or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Contractor for the specific purpose intended will be at the Principal's sole risk and without liability or legal exposure to the Contractor, or to the Contractor's independent professional associates, subcontractors, or consultants.

26. Taxes. The Principal is a governmental entity and is therefore exempt from state and local sales and use tax. The Principal will not pay for or reimburse any sales or use tax that may not directly be imposed against the Principal. The Contractor shall use the Principal's sales tax exemption for the purchase of any and all products and equipment on behalf of the Principal.

27. Business License. The Principal shall maintain an active Business License and/or Contractor's Work Permit as required by the Town during the entirety of the Agreement. The Principal shall obtain all permits as required prior to beginning work.

28. Time Is of the Essence. All times stated in this Agreement are of the essence.

29. Notices. All notices which are required or which may be given under this Agreement shall be effective when mailed via registered or certified mail, postage prepaid and sent to the address first set forth above.

30. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

31. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person, not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

CONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

**PRINCIPAL:
Town of Paonia**

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SCOPE OF SERVICES

Short-Term Rental Committee Facilitation Services

1. Purpose and Objective

The Contractor shall provide professional facilitation services to support the Town of Paonia Short-Term Rental (STR) Ad Hoc Committee (Committee). The objective is to guide structured, efficient, and consensus-based discussions limited to creating actionable recommendations to the Board of Trustees for each of the seven topics identified below and to which the Board of Trustees directed the Committee to discuss as confirmed by unanimous vote on February 24, 2026, and reaffirmed by unanimous vote on March 24, 2026. The seven topics directed by the Board of Trustees for discussion resulting in recommendations are as follows:

1. Number of maximum (Dwelling unit/single room) STR licenses offered by the Town and what this number is based on.
2. Definition of a single room rental.
3. Approach for licensing single room rentals.
4. Owner occupied vs. non-owner-occupied dwelling units as STRs
5. Possibly assigning the number of STR licenses and the associated parking requirements based respectively on the Town Zoning Classifications - C-1, C-2, R-1, R-2, R-3, and E-1 (See attached zoning classification descriptions and the Town zoning map)
6. Discuss the time frame included in the definition for *primary residence* – A privately-owned residential dwelling or property at which the owner resides for at least two hundred (200) days per year. (This is the definition and time frame included in the original Ordinance).
7. Establishment of a license waiting list used when all allotted licenses have been issued.

2. General Scope of Work

The Contractor shall facilitate Committee meetings, guide discussion of Board of Trustees directed STR topics identified above and assist the Committee in reaching consensus-based recommendations. The Contractor shall ensure discussions remain focused, productive, and aligned with the seven topics and meeting agendas.

3. Public Engagement Framework

Public comment shall generally occur at the conclusion of meetings. The Contractor may allow public input during discussions when appropriate or when requested by the Committee.

4. Use of Existing Information

The Contractor shall build upon prior Committee work, including surveys and prior public input, and shall not duplicate previous efforts.

5. Meeting Management

The Contractor shall manage meeting structure, time, and discussion flow to ensure efficient and effective meetings, minimizing redundancy and confusion.

6. Deliverables

The Contractor shall support:

- a. Development of consensus-based recommendations for each of the seven Board of Trustees' identified topics,
- b. Clear identification of Committee positions, and
- c. Structured progression through assigned STR topics.

7. Professional Judgement

The Contractor shall exercise discretion in managing discussions and balancing efficiency, inclusivity, and decision-making progress.

8. Coordination with Town Staff

The Contractor shall coordinate with the Town Clerk or designee on agendas and materials.

9. Level of Effort and Time Commitment

The Contractor shall facilitate bi-weekly meetings of approximately ninety (90) minutes and perform approximately two (2) hours of preparation per meeting.

Total anticipated effort is approximately 3.5 hours per meeting cycle, or 7 hours per month.

Exhibit B

Compensation and Rate Schedule

1. Hourly Rate - \$90.00 per hour

2. Estimated Level of Effort

a. Meeting Facilitation: 1.5 Hours per meeting

b. Preparation: 2.0 Hours per meeting (which includes an Executive Summary of the previous meeting to be included in the Agenda for the next upcoming meeting)

Total per Meeting Cycle: 3.5 Hours

Two Meetings per Month

Estimated Monthly Hours: 7.0 Hours

3. Estimated Monthly Cost: \$630.00 per Month

4. Additional Services: Services in addition to Exhibit A will require prior written authorization from the Principal after consultation and approval by the Board of Trustees.

**Proposed Objectives to be Addressed by the Short-Term Rental Ad Hoc Committee
Requiring Consideration by the Board of Trustees**

The Town of Paonia has committed to and must regulate short-term rentals (STRs). This commitment is in place because of the use of public funds granted to the Town in order to hire a consulting firm to create a Paonia specific Housing Needs Assessment and Housing Action Plan. Regulating STRs was the number one priority expressed by community participants at public meetings to address the shortage of long-term housing in Paonia. The Housing Needs Assessment and Housing Action Plan were formally adopted by the Town in November of 2023. Regulating STRs is the first tool recommended in the Housing Action Plan for addressing long-term housing shortages.

The Town needs to move forward to protect the limited supply of housing by regulating the conversion of long-term residential properties to STRs and the purchase of homes for the purpose of using them as STRs. The Town also recognizes that STRs contribute to the local economy, support tourist-oriented businesses and allow local homeowners to supplement their income and provide flexibility by renting second homes and portions of their primary residence.

Additionally, the Town and Trustees determined that uncontrolled and unregulated STRs may also have a direct effect on the quality and character of the community and individual neighborhoods and properties in Town. Protection of the health, safety, and welfare of the residents of Paonia is a basic and valid responsibility of local government. Therefore, the adoption of a balanced approach to regulating, which includes licensing of STRs is an imperative for the Town.

<p>The administrative provisions provided below (these are decisions made only by the Board of Trustees) are necessary for the implementation of a municipal licensing program for which the Town is legally responsible to adopt in order to protect public health, safety and ensure responsible management of public funds.</p>	<p>Potential Topics for the Ad Hoc Committee to address and create proposed recommendations to the Board of Trustees for consideration</p>
<ol style="list-style-type: none"> 1. Creation of a Licensing program that includes dwelling units and single room rentals 2. Adoption licensing requirements 3. Licensee obligations during term of the license 4. Unlawful to operate an STR without a license 5. Use of the following definition for “Dwelling Unit” – “Dwelling Unit means a single unit providing complete, independent living facilities for one or more persons, 	<ol style="list-style-type: none"> 1. Number of maximum (Dwelling unit/single room) STR licenses offered by the Town and what this number is based on 2. Definition of a single room rental 3. Approach for licensing single room rentals. 4. Owner occupied vs. non-owner-occupied dwelling units as STRs

including permanent provisions for living, sleeping, eating, cooking and sanitation.” This definition applies to other portions of Town Code and must be uniformly applied.

6. STRs defined as being rented for a period less than 30-days
7. Requirements for Annual License renewal
8. Licensing Fee requirements and the associated fee amount to ensure public staff time and public resources are adequately reimbursed
9. Requirement for an exterior door with a minimum of 32 inches when opened to 90 degrees.
10. Criteria and process for license denial, suspension, revocation, penalties for noncompliance and opportunity for appeal.
11. Adherence to Chapter 18, requiring adherence to the 2018 International building code and licensed property available for inspection by Town designee
12. Adherence to all Town of Paonia Code requirements including zoning, nuisances, trash collection, noise abatement, dark skies, etc.
13. STRs prohibited in the Mobile Home district (MH), Light Industrial district (I-1), Industrial District (I-2), Developing Resource District (DR) and Public District (P)
14. Requiring an owner applying for an STR license to provide proof of property ownership
15. Requiring that each licensed STR owner designate an authorized representative(s) that is/are located within 60 minutes driving time from the STR and available 24 hours a day, 7 days a week for the purpose of responding to property code violations and/or complaints regarding the condition, operation, or conduct of occupants of the short-term rental, and (2) taking remedial action to resolve such violations and/or complaints..
16. Non transferability of licenses

5. Possibly assigning the number of STR licenses and the associated parking requirements based respectively on the Town Zoning Classifications - C-1, C-2, R-1, R-2, R-3 and E-1 (See attached zoning classification descriptions and the Town zoning map)
6. Discuss the time frame included in the definition for *primary residence* – A privately-owned residential dwelling or property at which the owner resides for at least hundred (200) days per year. (This is the definition and time frame included in the original Ordinance.)
7. Establishment of a license waiting list used when all allotted licenses have been issued

ARTICLE 2. ZONING DISTRICTS

Sec. 16-2-10. Establishment.

In order to carry out the purpose and provisions of this Chapter, the Town is hereby divided into the following zoning districts:

E-1	Estate Residential District
R-1	Low-Density Residential District
R-2	Medium-Density Residential District
R-3	Higher-Density Residential District
MH	Mobile Home Park Subdivision District
MH1	Mobile Home Parks Subdistrict
MH2	Mobile Home Subdivisions Subdistrict
C-1	Core Commercial District
C-2	Community Commercial District
I-1	Light Industrial District
I-2	Industrial District
DR	Developing Resource District
P	Public District

The intent of each zoning district is as described in the following sections.

(Ord. No. 83-116, Art. IX, 1983; Ord. No. 2000-02, Art. IX, 2000)

Sec. 16-2-20. E-1, Estate Residential District.

It is the intent of this District to provide for orderly development of single-family residential areas on three-to ten-acre lots. Farm-type animals, including horses, sheep, llamas, cattle and goats, will be allowed. Other animals will require approval of the Town. This District requires adequate irrigation water rights if the property to be improved has been previously irrigated and water rights were utilized, and must have a plan for distribution (see Section 16-3-110 of this Chapter).

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

Sec. 16-2-30. R-1, Low-Density Residential District.

It is the intent of the this District to provide for the orderly development of single-family residential site-built or manufactured built homes, depending on covenants for the area.

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

Sec. 16-2-40. R-2, Medium-Density Residential District.

It is the intent of this District to allow for the orderly and creative development of attached and detached single-family, two-family and multiple-family dwellings at moderate densities. Such areas are intended to serve as a transition between the lower-density zoning districts and the higher-density residential areas and commercially zoned areas.

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

Sec. 16-2-50. R-3, Higher Density Residential District.

It is the intent of this District to provide for the orderly and creative development of residential areas with density substantially higher than the Low-Density or Medium-Density Districts yet compatible with the present scale and character of the Town. Higher density residential areas may be appropriately located as a part of planned developments, adjacent to medium-density residential areas, commercially zoned areas, adjacent to the core commercial area or downtown and within close proximity to major collector or arterial streets.

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

Sec. 16-2-60. MH, Mobile Home Park Subdivision District.

It is the intent of this District to be composed of two (2) subdistricts, Mobile Home Parks (MH1) and Mobile Home Subdivisions (MH2). Mobile homes will be restricted to this District except as specified in Article 8 of this Chapter. This District is designed to provide orderly development of single-family residential mobile home parks having rented lots and subdivisions having homeowner lots. These subdistricts may require appropriate screening and/or buffer zones from other districts and zones. (See Article 8 of this Chapter for regulations.)

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

Sec. 16-2-70. C-1, Core Commercial District.

It is the intent of this District to provide for the orderly development of those commercial and business uses, government, educational and cultural facilities that are characteristic of downtown areas and promote comparison shopping and pedestrian activity in the core area. This District is not intended for businesses and commercial uses that are oriented to the automobile and require extensive ground-level floor area.

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

Sec. 16-2-80. C-2, Community Commercial District.

It is the intent of this District to augment the commercial and business needs of the community by providing for the orderly development of commercial facilities that, because of their specific nature, require closer access to

arterial routes or immediate access to large parking areas or require generally larger ground-level floor areas than the smaller retail shops as encouraged in the core commercial areas.

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

Sec. 16-2-90. I-1, Light Industrial District.

It is the intent of this District to provide for the development of industrial uses that will enhance the economy of the Town and be designed and planned in a manner that will be compatible with the character of the community and not add pollution or other undesirable effects to the adjoining properties or to the community as a whole.

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

Sec. 16-2-100. I-2, Industrial District.

The intent of this District is to allow for basic or primary industries which are generally not compatible with residential and/or commercial activity. Certain extremely obnoxious, hazardous and noisy uses will require special permission to locate in this District.

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

Sec. 16-2-110. DR, Developing Resource District.

It is the intent of this District to provide for the zoning of those areas to be annexed that are eligible for annexation and are designated in the Comprehensive Plan as potentially suitable for urban development but not in the immediate future because of lack of utilities or other public services. DR District zoning should be applied to existing agricultural or open space areas with minimal present development.

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

Sec. 16-2-120. P, Public District.

It is the intent of this District to provide a special district for those lands that are dedicated for public use for recreational or educational purposes or for other public facilities or services. New construction and development will require special review.

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

ADDITIONS TO PAONIA

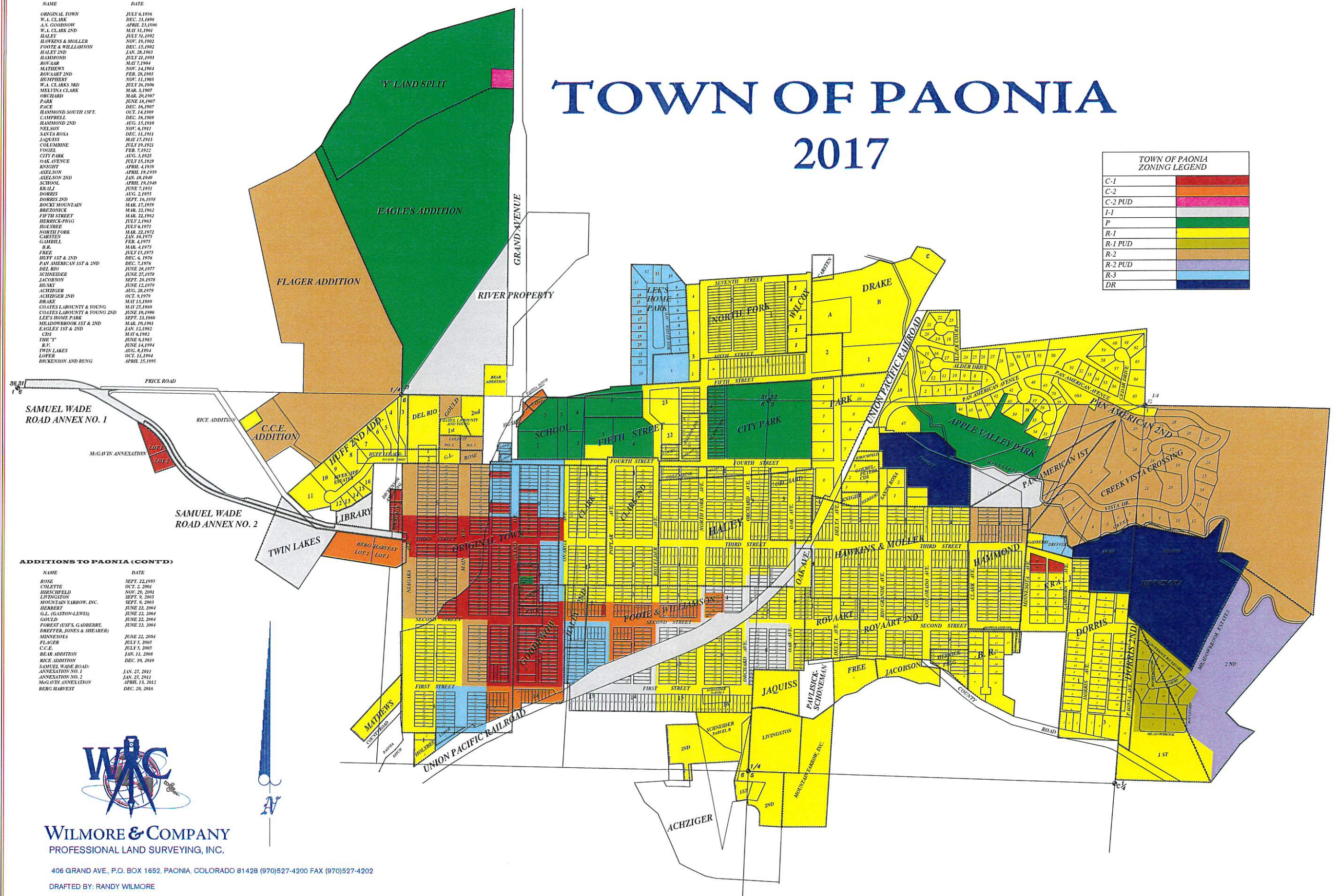
NAME	DATE
ORIGINAL TOWN	JULY 6, 1896
W.A. CLARK	DEC. 23, 1898
A.S. GOODSON	APRIL 23, 1900
W.A. CLARK 2ND	MAY 31, 1901
HALEY	JULY 31, 1902
HAWKINS & MOLLER	NOV. 19, 1902
FOOTE & WILKINSON	DEC. 15, 1902
HALEY 2ND	JAN. 28, 1903
HAMMOND	JULY 21, 1903
ROYALTY	MAY 7, 1904
MATHEWS	NOV. 14, 1904
ROYALTY 2ND	FEB. 28, 1905
HUMPHREY	NOV. 11, 1905
W.A. CLARK 3RD	JULY 26, 1906
MELVINA CLARK	MAR. 3, 1907
ORCHARD	MAR. 20, 1907
PARK	JUNE 18, 1907
PACE	DEC. 16, 1907
HAMMOND SOUTH 1ST	OCT. 14, 1909
CAMPBELL	DEC. 18, 1909
HAMMOND 2ND	AUG. 15, 1910
NELSON	NOV. 6, 1911
SANTAROSA	DEC. 11, 1911
JACUSS	MAY 17, 1913
COLAMBINE	JULY 19, 1923
VOGEL	FEB. 7, 1922
CITY PARK	AUG. 3, 1925
OAK AVENUE	JULY 15, 1929
KNIGHT	APRIL 4, 1939
AUELSON	APRIL 18, 1939
AUELSON 2ND	JAN. 18, 1940
SCHOOL	APRIL 19, 1940
KRILL	JUNE 7, 1951
DORRIS	AUG. 2, 1955
DORRIS 2ND	SEPT. 16, 1958
ROCKY MOUNTAIN	MAR. 17, 1959
BREZNICK	MAR. 22, 1962
FIFTH STREET	MAR. 22, 1962
HERRICK-PIGG	JULY 2, 1963
HOLBREE	JULY 6, 1971
NORTH FORK	MAR. 22, 1972
CARSTEN	JAN. 16, 1975
GAMBILL	FEB. 4, 1975
B.R.	MAR. 4, 1975
FREE	JULY 15, 1975
HUFF 1ST & 2ND	DEC. 8, 1976
PAN AMERICAN 1ST & 2ND	DEC. 7, 1976
DEL RIO	JUNE 28, 1977
SCHNEIDER	JUNE 27, 1978
JACOBSON	SEPT. 26, 1978
HASKI	JUNE 12, 1979
ACHZIGER	AUG. 28, 1979
ACHZIGER 2ND	OCT. 9, 1979
DRAKE	MAY 15, 1980
COATES LABOUNTY & YOUNG	MAY 27, 1980
COATES LABOUNTY & YOUNG 2ND	JUNE 10, 1980
LE'S HOME PARK	SEPT. 23, 1980
MELDOROCK 1ST & 2ND	MAR. 10, 1981
EAGLES 1ST & 2ND	JAN. 12, 1982
CDS	MAY 9, 1982
THE "T"	JUNE 6, 1983
R.V.	JUNE 14, 1994
TWIN LAKES	AUG. 8, 1994
LOPER	OCT. 11, 1994
DICKENSON AND RUNG	APRIL 25, 1995

TOWN OF PAONIA

2017

TOWN OF PAONIA ZONING LEGEND

C-1	[Red]
C-2	[Orange]
C-2 PUD	[Pink]
I-1	[Light Green]
P	[Green]
R-1	[Yellow]
R-1 PUD	[Light Yellow]
R-2	[Light Blue]
R-2 PUD	[Light Purple]
R-3	[Blue]
DR	[Dark Blue]



ADDITIONS TO PAONIA (CONTD)

NAME	DATE
ROSE	SEPT. 22, 1995
COLETTE	OCT. 2, 2001
HIRSCHFELD	NOV. 29, 2001
LIVINGSTON	SEPT. 9, 2003
MOUNTAIN ARROW, INC.	SEPT. 9, 2003
HERBERT	JUNE 22, 2004
G.L. (GASTON-LEWIS)	JUNE 22, 2004
GOLD	JUNE 22, 2004
FOREST (US'S, GADBERY, DREFFER, JONES & SHEARER)	JUNE 22, 2004
MINNESOTA	JUNE 22, 2004
FLAGER	JULY 5, 2005
C.C.E.	JULY 5, 2005
BEAR ADDITION	JAN. 11, 2008
RICE ADDITION	DEC. 16, 2010
SAMUEL WADE ROAD ANNEXATION NO. 1	JAN. 27, 2011
ANNEXATION NO. 2	JAN. 27, 2011
McGWIN ANNEXATION	APRIL 13, 2012
BERG HARVEST	DEC. 20, 2016



WILMORE & COMPANY
PROFESSIONAL LAND SURVEYING, INC.

406 GRAND AVE., P.O. BOX 1652, PAONIA, COLORADO 81428 (970)527-4200 FAX (970)527-4202

DRAFTED BY: RANDY WILMORE

MAY 1999
REVISED NOV. 2008
REVISED FEB. 2004
REVISED DEC. 2004
REVISED APRIL 2005
REVISED JANUARY 2007
REVISED MARCH 2017

Proposal from Common Ground

Regarding a New Short-Term Rental Ordinance for Paonia

Dear Town of Paonia and STR Committee Members,

Common Ground supports the creation of a simple, clear, and enforceable short-term rental (STR) ordinance that reflects the size, character, and seasonal tourism economy of Paonia.

We believe any ordinance should be:

- Easy to understand
- Easy to comply with
- Easy for the town to administer
- Proportionate to actual community needs

Paonia is a small town with limited tourism infrastructure and a strong tradition of property rights. Any new ordinance should reflect those realities.

Guiding Principles for a New Ordinance

1. Protect Primary Residences

Allow short-term rentals in primary residences. Homeowners should retain the ability to use their homes to supplement income, especially in a rural and seasonal economy.

2. Prevent Corporate Takeover

Prioritize local residents over corporations and outside investors.

If caps are deemed necessary, consider limiting total STR licenses to no more than 5% of total housing units, ensuring that Paonia does not experience investor-driven concentration.

3. Fair and Proportionate Requirements

- No excessive remodeling mandates (such as door-size changes) unless clearly justified.
- No requirements that do not apply to other residences unless a clear safety rationale exists.
- Safety standards should be reasonable, affordable, and clearly defined.

4. Reasonable Fees

- Registration fees should be reasonable.
(For example, Montrose licenses are approximately \$90 and valid for three years.)
- Avoid punitive daily fines except in cases of clear, repeated noncompliance.

5. Complaint-Based Enforcement

Enforcement should focus on actual nuisance issues such as:

- Noise
- Trash
- Parking

A clear complaint and resolution process should exist, similar to how disturbances from long-term tenants or homeowners are handled.

6. No Permanent Freeze

Avoid “grandfather-only” systems that prevent future local applicants from participating.

If limits are implemented, create a fair and transparent pathway for new applicants (such as a waitlist or lottery).

7. Clear Definitions

Clearly distinguish between:

- Primary residence rentals
- Occasional rentals (vacation coverage, hosting students, etc.)

- Commercial or investor-owned properties

Clarity will reduce confusion and administrative burden.

8. Preserve Community Character

Monitor STR percentages over time rather than imposing arbitrary restrictions disconnected from demonstrated impact. Housing accessibility for locals is important, and policy decisions should be guided by real data.

9. Data-Driven Decision Making & Tourism Considerations

Before assuming that limiting STRs will meaningfully increase long-term housing availability, the town should gather accurate data.

Survey current STR owners to determine how many would realistically convert their units to long-term rentals. In a previous informal survey conducted by STR owners, **only 1 out of 25 indicated they would even consider converting to long-term rental.**

If most STR properties would not convert, restrictions may not significantly impact housing supply.

Additionally, if Paonia continues to promote tourism and economic development, adequate visitor accommodations are necessary. With only a limited number of hotel rooms available, short-term rentals play an important role in supporting local businesses, restaurants, and events.

A balanced ordinance should thoughtfully consider both housing concerns and tourism infrastructure.

Example of a Simple Ordinance Structure

Below is an example of how streamlined an ordinance could be while still addressing safety and accountability. This is provided as a conceptual model for simplicity.

Simple Ordinance Example

1. STRs with on-site hosts are not subject to this ordinance. I.e. individuals renting out a room(s) in their home.

2. STRs with off-site hosts must:

A. Adhere to basic safety regulations:

- Fire and carbon monoxide alarms
- A posted fire escape plan

B. By signature of the application STR owner certifies that they have all outlined safety requirements

C. Maintain:

- A local contact person on file
- Updated contact information annually for both the local contact and off-site host

This model demonstrates that Paonia can have an STR ordinance that ensures safety and accountability without unnecessary complexity.

Questions for Consideration by the Committee

To ensure transparency and alignment with community intent, we respectfully ask the committee to consider the following:

1. What specific problems are we attempting to solve with a new STR ordinance?
2. Is there data demonstrating that STRs are currently causing measurable problems in Paonia?
3. How is the committee interpreting the repeal vote in which approximately 70% of voters rejected the previous ordinance?
4. Is the committee willing to work toward an ordinance that reflects the expressed desires of the majority of voters?

5. Is there evidence that regulating STRs as they currently function will meaningfully increase long-term rental availability?
 6. Would complaint-based enforcement address potential nuisance issues effectively?
 7. Should on-site hosted STRs be allowed to rent rooms within their primary residence without a license?
 8. Is Paonia comparable to destination towns that experience large-scale investor acquisition of housing stock?
 9. If issues arise at a particular property, can they be addressed using existing disturbance and nuisance laws similar to how long-term rental or homeowner issues are handled?
-

Conclusion

Common Ground believes Paonia can adopt a thoughtful, simple ordinance that ensures safety and accountability while preserving property rights, supporting tourism, and respecting the outcome of the repeal vote.

We appreciate the committee's work and willingness to gather community input.



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

AGENDA ITEM:	Potential Citizen Initiative Ordinance
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	4.21.2026
BACKGROUND:	<p>The following attached proposed initiative has been approved for form and is eligible to gather signatures, though at the time of this report being written, the petition has not been resubmitted to the Town with signatures.</p> <p>If the petition is returned with the required signatures, and the signature's are deemed sufficient by the Town Clerk, then the proposed ordinance would then be given to the Board of Trustees. At that time the Board could either adopt it or refer it to an election.</p>
BUDGET:	
RECOMMENDATION:	
ATTACHMENT:	

**WARNING:
IT IS AGAINST THE LAW:**

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DO NOT SIGN THIS PETITION UNLESS YOU ARE A REGISTERED ELECTOR AND ELIGIBLE TO VOTE ON THIS MEASURE.

TO BE A REGISTERED ELECTOR, YOU MUST BE A CITIZEN OF COLORADO AND REGISTERED TO VOTE.

Do not sign this petition unless you have read or have had read to you the proposed initiative or referred measure or the summary in its entirety and understand its meaning.

Summary of Proposed Initiative Ordinance

Shall the Town of Paonia adopt an ordinance establishing land use policy for short-term lodging? The measure would: (1) permit principal residence hosting as a by-right use in every zoning district with no discretionary land-use approval required; (2) define principal residence by document verification; (3) prohibit non-resident short-term rentals in residential zoning districts; (4) permit non-resident short-term rentals in non-residential zoning districts; (5) preserve the applicability of general building, fire, noise, nuisance, and health regulations.

The two persons who represent the proponents of this referendum petition in all matters affecting the petition and to whom all notices or information concerning the petition shall be mailed are:

Peter McCarthy, 119 ½ Dorris Ave, Paonia, Colorado 81428



Melayna Rosa, 119 ½ Dorris Ave, Paonia, Colorado 81428



Text Of Proposed Initiative

ORDINANCE NO. 2026-__

AN INITIATED ORDINANCE OF THE PEOPLE OF THE TOWN OF PAONIA, COLORADO, ESTABLISHING LAND USE POLICY FOR SHORT-TERM LODGING

WHEREAS, the Town of Paonia is a statutory municipality organized under C.R.S. 31-1-203; and **WHEREAS**, the classification of permitted and prohibited land uses within zoning districts is a legislative act of general applicability under Colorado law; and

WHEREAS, on April 1, 2025, the voters of Paonia rejected a ballot measure proposing more restrictive short-term rental regulations, demonstrating the electorate's policy preference; and **WHEREAS**, the People of Paonia wish to establish a clear land use policy that permits residents to host short-term guests in their own homes while preserving the residential character of neighborhoods by restricting absentee-owned commercial lodging operations to non-residential zoning districts;

NOW, THEREFORE, BE IT ORDAINED BY THE PEOPLE OF THE TOWN OF PAONIA, COLORADO:

Section 1. Title.

This ordinance shall be known as the "Paonia Short-Term Lodging Policy."

Section 2. Definitions.

For purposes of this ordinance:

(a) "Short-term lodging" means the rental or hosting of guests for compensation in a dwelling unit for fewer than thirty (30) consecutive days.

(b) "Principal residence" means the one dwelling unit in which a natural person resides as their true, fixed, and permanent home and to which they intend to return. A person may have only one principal residence. Principal residence is established by two or more of the following current documents: (i) Colorado driver's license or state identification card showing the address; (ii) Colorado voter registration at the address; (iii) motor vehicle registration at the address; (iv) federal or state income tax return designating the address as primary residence. Occupancy of at least one hundred eighty-three (183) days per calendar year creates a rebuttable presumption of principal residence.

(c) "Principal residence hosting" means short-term lodging in a dwelling unit that is the host's principal residence.

(d) "Non-resident short-term rental" means any short-term lodging in a dwelling unit that is not the host's principal residence.

(e) "Residential zoning district" means any zoning district in which the Town's municipal code designates single-family or multi-family residential use as a permitted use.

Section 3. Principal Residence Hosting.

Principal residence hosting is a permitted use in every zoning district. No special-use permit, conditional-use permit, or other discretionary land-use approval is required.

Section 4. Non-Resident Short-Term Rentals.

(a) Non-resident short-term rentals are a prohibited land use in every residential zoning district.

(b) Non-resident short-term rentals are a permitted land use in any zoning district that is not a residential zoning district.

Section 5. General Regulations Preserved.

Nothing in this ordinance limits the applicability of building, fire, noise, nuisance, or health regulations of general applicability that do not single out or discriminate against short-term lodging.

Section 6. Severability.

If any provision of this ordinance is held invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Section 7. Effective Date.

This ordinance takes effect thirty (30) days after certification of election results.

ADOPTED BY THE PEOPLE OF THE TOWN OF PAONIA, COLORADO

Date: _____

Attest: _____

Town Clerk

CERTIFICATION

I hereby certify that the foregoing ordinance was adopted by the qualified electors of the Town of Paonia, Colorado, at the election held on _____.

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	Signature of Elector	Printed Name	Residence Street Address	City	Zip Code	County	Date Signed
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	Signature of Elector	Printed Name	Residence Street Address	City	Zip Code	County	Date Signed
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AFFIDAVIT OF CIRCULATOR

I, the undersigned, state and affirm:

- 1. That I have read and understand the laws governing the circulation of petitions;
- 2. That I was eighteen years of age or older at the time the section of the petition was circulated and signed by the listed electors;
- 3. That I circulated the foregoing petition section;
- 4. That each signature on the foregoing petition section was affixed in my presence;
- 5. That each signature affixed to the foregoing petition section is the signature of the person whose name it purports to be;
- 6. That, to the best of my knowledge and belief, each of the persons signing the foregoing petition section was, at the time of signing, a registered elector of the Town of Paonia; and
- 7. That I have not paid or will not in the future pay and that I believe no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix his or her signature to the petition.

Date this ____ day of _____, 2026.

Signature of Petition Circulator: _____

Printed Name: _____

Residence Address: _____

Municipality: _____

County: _____

State: _____

Acknowledged before me this ____ day of _____, 2026.

Witness my hand and official seal

Notary Public

My commission expires _____.



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

April 13, 2026

Peter McCarthy
Melayna Rosa
119 ½ Dorris Ave
Paonia, CO 81428


Re: Citizen Initiative Petition – Short Term Lodging

Mr. McCarthy and Ms. Rosa,

I received your submission of a Citizen Initiative Petition for ‘Paonia Short-Term Lodging Policy’ on April 7, 2026.

I hereby approve your petition for form exactly as it is. If you make any changes, even just grammatic, you must bring in the new version to be approved for form before circulation. Active registered voters as of April 7, 2026 is 1,143, which means you need to collect 57 signatures of in town active voters.

Please continue to refer to Title 31, Article 11, which clearly details the requirements of circulation and collection of signatures, as well as the verification and protest process.


Samira M Vetter, CMC
Paonia Town Clerk