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# PACKET MODIFICATIONS

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May 26, 2026

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

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- *Paonia Communications Intake Presentation by Deputy Clerk Santiago*
  - *Third Public Works mower quote from Land Works Equipment.*
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# Town Communications Intake & Routing

Overview: how direct email, website forms, TextMyGov email notices, and service requests are received, routed, organized, and closed.

Simple process view

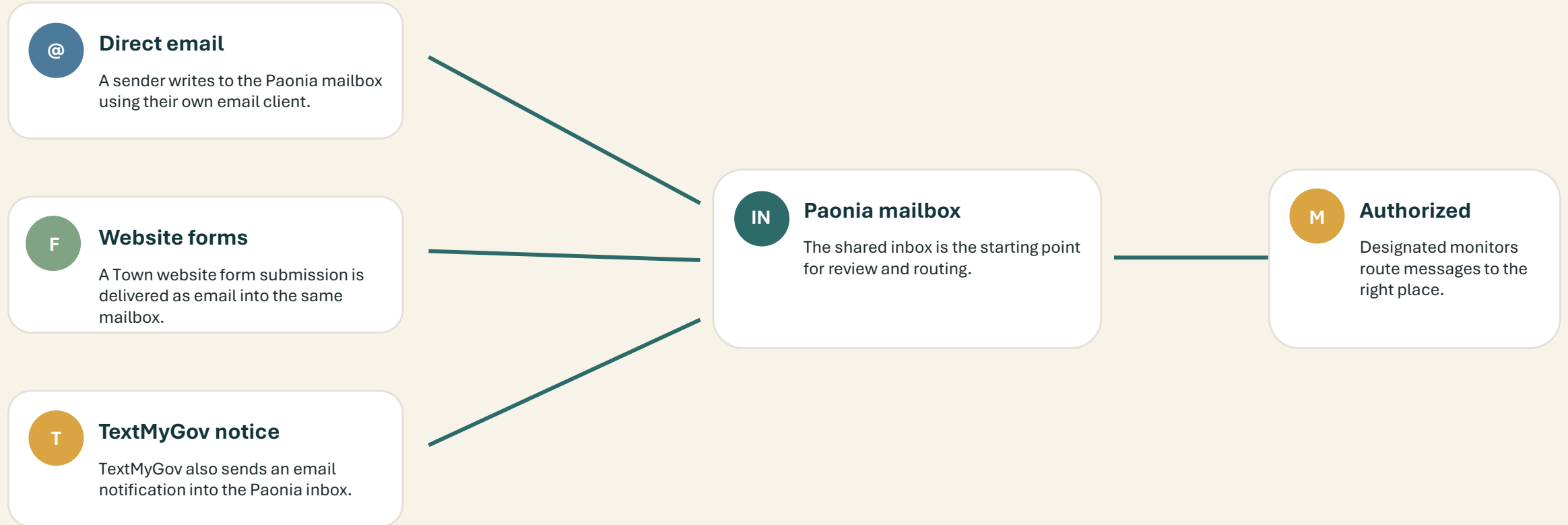


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**Route**  
**Organize**  
**Follow up**

# Three paths feed the Town mailbox

Messages arrive from direct email, website forms, and TextMyGov email notifications.



**Note: TextMyGov service tickets still follow the separate Service Requests workflow.**

# Standard email handling process

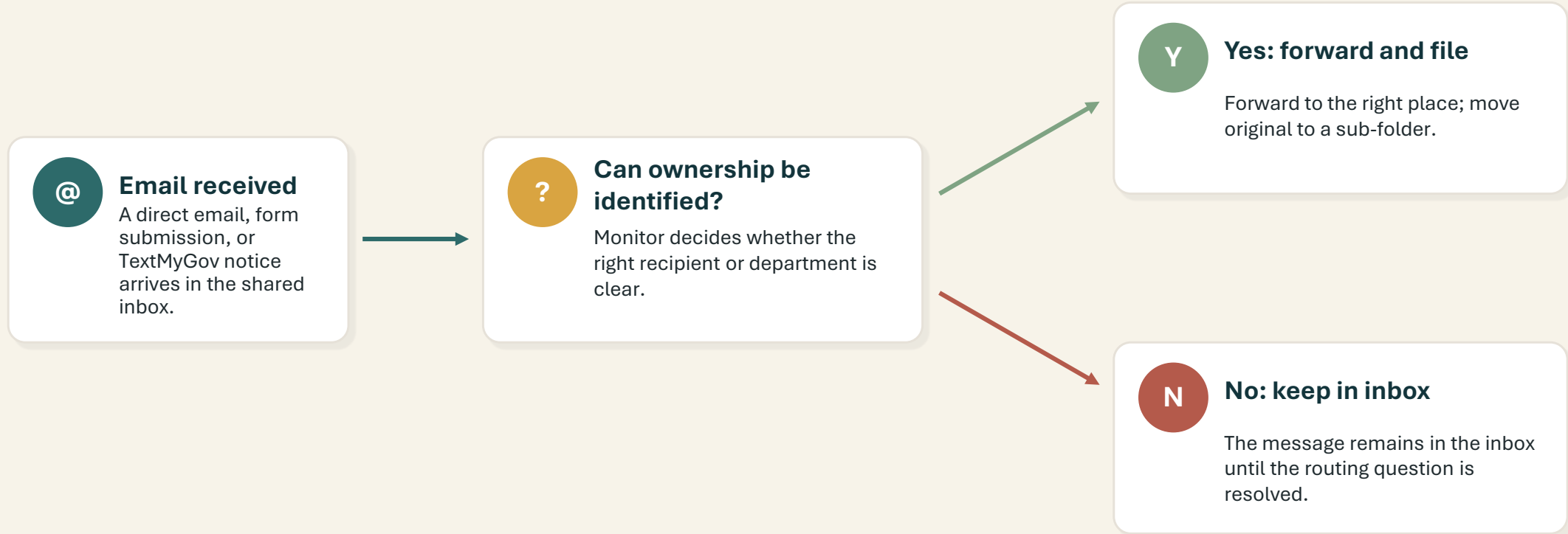
The goal is simple: acknowledge the message path, route it once, and keep the inbox clean.



**Guiding principle: the original message is kept for organization after the needed forwarding action is complete.**

# When ownership is unclear

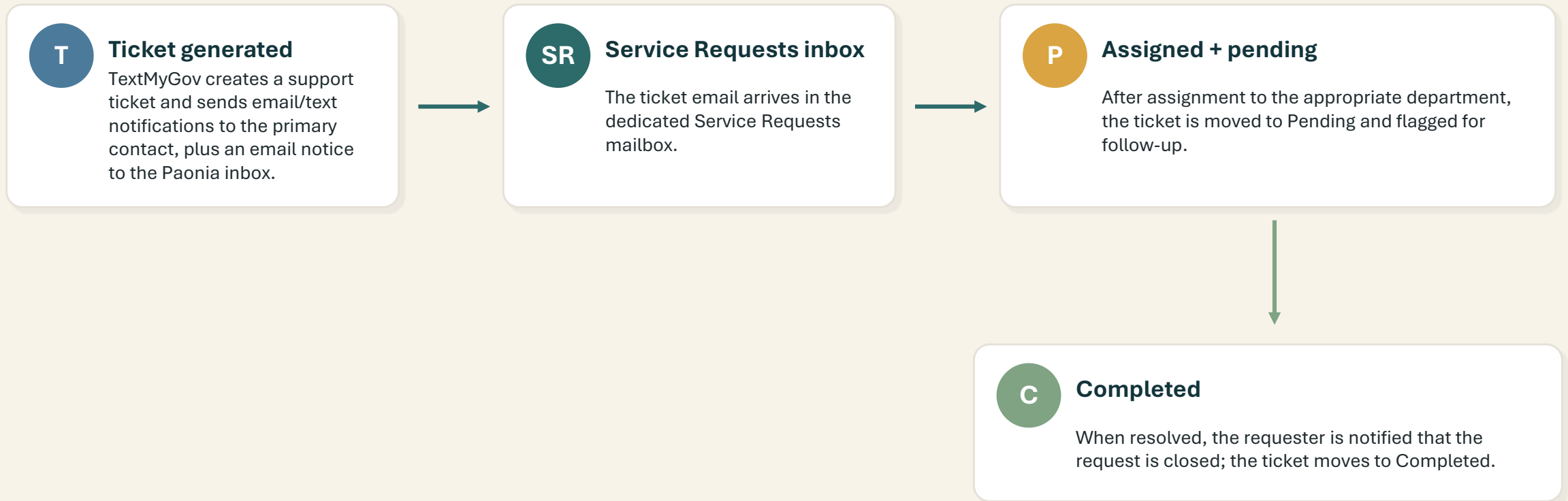
Not every message is obvious at first glance. Those messages stay visible until resolved.



**This prevents uncertain items from disappearing into the wrong folder or department.**

# TextMyGov: Service Requests mailbox

TextMyGov sends a notice to the Paonia inbox, while service tickets follow the Service Requests mailbox workflow.



# What this process protects

A clean, practical system for accountability, routing, and follow-through.

## **V** Visibility

Open questions remain in the inbox instead of being buried.

## **A** Accountability

Messages and service tickets are assigned to the responsible person or department.

## **F** Follow-up

Pending service requests are flagged until the issue is resolved.

## **O** Organization

Original emails move to sub-folders after routing, and completed tickets move to Completed.

## **C** Clarity

Direct email, website forms, TextMyGov notices, and service tickets have clear handling steps.



SALES + SERVICE + PARTS  
**LANDWORKSEQUIPMENT.COM**

## Landworks Equipment

2510 N Townsend  
 Montrose, CO 81401  
 (970) 237 - 5465

## Quote 696

VALID UNTIL 06/25/2026  
 SALESPERSON Jason Miller  
 Jmiller@landworksequipment.com

SHIP TO
Town of Paonia 214 Grand Ave. PAONIA, CO 81428 (970) 527-4101

BILL TO (#3598470)
Town of Paonia 214 Grand Ave. PAONIA, CO 81428 (970) 527-4101

CUST PO	CONTACT (970) 527-4101
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SHIP OUT Will Call	DROP SHIP No
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#	PART	DESCRIPTION	QTY	RATE	DISC	NET	EXT
1	MTGHS27iA	MTGHS27iA T27iA	1.00	18,500.00	3,667.00(19.8%)	14,833.00	14,833.00
2	DC48-2	DC48-2 48" COLLECTION DECK	1.00	3,870.00	758.10(19.6%)	3,111.90	3,111.90
3	A56	A56 PERFORATOR	1.00	8,900.00	1,683.30(18.9%)	7,216.70	7,216.70
4	Setup	(MON) Machine setup	105.00	1.00		1.00	105.00
	NOTE	2026 Sourcewell Pricing Applied - #112624-WKR					

PAYMENT	DETAILS	DATE	AMT

COMMENTS

SUBTOTAL	31,375.00
DISCOUNTS	-6,108.40
<b>TOTAL</b>	<b>25,266.60</b>
PAYMENTS	0.00
<b>BALANCE DUE</b>	<b>25,266.60</b>

**ACCEPTANCE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Items returned within 30 days of purchase with original invoice are subject to a 30% restocking fee. Special order items are only returnable with factory "ok", plus a 30% restocking fee and return freight. Special order items not picked up after 30 days will be placed back in inventory, a 30% restocking fee and inbound shipping are charged. No returns on electrical parts. Signers warrant authority to execute this sales order on behalf of customer.

Accounts not paid within 30 days are subject to a 3.33% monthly finance charge not to exceed 39.99% per annum.



**Town of Paonia**  
**214 Grand Avenue**  
**Tuesday, May 26, 2026 6:30 PM**  
**Town Board Agenda**

<https://us02web.zoom.us/j/81396809685>

**Meeting ID: 813 9680 9685**

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

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

**A) Roll Call**

**B) Approval of Agenda**

**C) Announcements**

- 1) There is an open seat for a community member on the Planning Commission for a two-year term. You must live in town to be eligible to serve. The Planning Commission meets once a month on the first Monday at 6 pm. Please turn in your application to the Town Clerk by June 3, 2026.
- 2) There is an open seat for a community member on the Zoning Board of Adjustments (ZBA) for a three-year term. You do not have to live in town to be eligible to serve. The ZBA only meets when there is business to put before it. Please turn in your application to the Town Clerk by June 3, 2026.

**D) Public Comment**

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

**E) Consent Agenda**

- 1) April 14, 2026 Regular Board Meeting Minutes
- 2) License Renewals:
  - a) Special Event Liquor License: Top O' the Rockies BMW Rally
  - b) One Thirty-One LLC dba West Elk Wine & Spirits Liquor License Renewal
- 3) May 26, 2026 Disbursements

**F) Staff Reports**

- 1) Town Administrator/Treasurer
  - a) Demonstration of Communication with the Town with TextMyGov and Comment Card on the Website

**G) Actions & Presentations**

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

- 1) Presentation - Update on the Gunnison Outdoor Resources Protection (GORP) Act, Western Slope Conservation Center (WSCC) — *Melissa Newell*
- 2) Presentation: Comprehensive Safety Action Plan (CSAP) update from Consor Engineering- *Jenny Godwin*
- 3) Consideration of Resolution 04-2026 Appointment of Officers — *Town Clerk Vetter*
- 4) Update on Potential Alternative Security Cameras - *Town Staff*
- 5) Consideration of USGS Agreement 26REJFACO111 - *Operator Redden*
- 6) Consideration of Approval for Public Works to Purchase New Lawnmowing Equipment - *Public Works Supervisor Byrge*
- 7) Consideration of Approval of Purchase and Install of Two Dead End Signs — *Public Works Supervisor Byrge*
- 8) Consideration and Discussion of Adding Two Standing Work Sessions a Month for Information on Town Projects and Upcoming Agenda Items. - *Town Clerk Vetter*

**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  
BOARD OF TRUSTEES MEETING  
STAFF REPORT**

<b>AGENDA ITEM:</b>	Approval of Agenda
<b>SUBMITTED BY:</b>	Samira Vetter, Town Clerk
<b>DATE:</b>	May 26, 2026
<b>BACKGROUND:</b>	<p>Staff requests that Special Event Liquor License: Top O’the Rockies BMW Rally be removed from this consent agenda. It will be on the June 9, 2026 Consent Agenda since it is done together with the Cherry Days liquor license.</p> <p>Thank you!</p>
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	To approve the agenda with the Special Event Liquor License: Top O’the Rockies BMW Rally removed from the Consent Agenda.
<b>ATTACHMENT:</b>	

**Town of Paonia**  
**214 Grand Avenue**  
**Tuesday, April 14, 2026 6:30 PM**  
**Town Board Meeting Minutes**

**RECORD OF PROCEEDINGS**

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

A) Roll Call

Present:

Mayor Smith

Mayor Pro-Tem Stelter

Trustee Czech

Trustee Heck

Trustee Mejorado (via Zoom)

Trustee Tarnow

Absent:

Trustee Hunter

B) Approval of Agenda

Mayor Smith notes that the March 30, 2026 meeting minutes should be removed from the Consent Agenda due to not being agendized.

Trustee Tarnow makes a motion to remove the March 30, 2026 Meeting Minutes from the Consent Agenda. Seconded by Trustee Czech.

The motion carries unanimously.

C) Announcements

Mayor Paige Smith proclaimed April 2026 as National Donate Life Month, recognizing the importance of organ, eye, and tissue donation, honoring donors and their families, and encouraging residents to register as donors. Jessi Rochel, Chris Klug Foundation, thanked the Board for recognizing Donate Life Month and spoke briefly about the importance of donor awareness, education, and community participation in organ and tissue donation efforts.

D) Public Comment

E. Short – comments on STR process, facilitator, and data.

E) Consent Agenda

Mayor Pro-Tem Stelter makes a motion to approve the Consent Agenda with the absence of the March 30, 2026 meeting minutes. Seconded by Trustee Czech.

The motion carries unanimously.

F) Staff Reports

1) Town Administrator/Treasurer

Town Administrator Wynn reported on updates to the 2-million-gallon water storage tank relining project, federally funded infrastructure projects, and the Ellen Hanson Smith Community Teen Center. He also announced that the Town received the Government Finance Officers Association Distinguished Budget Presentation Award for the second consecutive year.

2) Police Chief

Police Sergeant Henderson reported that the Police Department received an \$8,000 grant for replacement radios to improve communications reliability. He also announced Officer Brad Bardessona received recognition from Mothers Against Drunk Driving (MADD) for DUI enforcement efforts, including approximately 17 DUI arrests in 2025. Henderson further reported completion of Taser instructor recertification training and implementation of new Taser 10 equipment planned for June, and noted the department assisted with security during the recent “No Kings” rally.

3) Public Works Director

Public Works Director Nikki reported updates on water and wastewater operations, including repairs to the 2-million-gallon water tank and several water main breaks. She discussed seasonal street maintenance activities such as tree trimming, completion of the Stewart Ditch project, and installation of the Twin Lakes banner structure. She also reported on parks maintenance, including training seasonal staff and addressing safety concerns near Minnesota Creek at Apple Valley Park, as well as updates to the town’s trash container distribution and recycling efforts. Staff also discussed proposed amendments to Stage One water restrictions.

G) Actions & Presentations

1) Review and Discussion of Draft Ordinance for Regulation of Security Cameras -  
*Trustee Hunter & Trustee Mejorado*

Trustees and staff reviewed a draft ordinance establishing policies for the Town’s security camera system, including permitted uses, data retention, authorized access, privacy protections, and restrictions on facial recognition and license plate reader technology. Discussion focused on balancing public safety, infrastructure monitoring, transparency, and privacy concerns. Trustees discussed who should have access to camera footage, the need for a privacy impact assessment for existing and future cameras, and development of clearer operational policies.

L. Carol – comments against cameras without a policy.

J. Park – comments against town use of technology.

- E. Short – comments on vendor stability & expense.
- M. Houthuson – comments on Verkata’s end-user agreement.
- V. Fanfarillo – comments against surveillance.
- K. Kerr – comments against facial recognition & long-term storage.
- E. Yaori – comments against surveillance.
- J. Homor - comments against surveillance.
- S. Kaldis – comments against usage.
- A. Leigh - comments against usage.
- L. Atil – comments against surveillance.
- Walter (?) – comments against audio recording.
- C. Bookout – comments against spending on technology.
- L. Barley – comments on external access.
- D. Anon – comments against surveillance.
- J. Shawcroft – comments against need.
- C. Patterson – comments against surveillance.
- L. Mitchell – comments against usage of cameras.
- B. Mason – comments against surveillance and external access.
- L. Denison – comments against all cameras in town.
- M. O’Shaughnessy – comments of public having a voice.
- R. Corona – comments on overreach and transparency.
- S. Patterson – comments against external surveillance.
- J. Dervin-Acherman – comments on community engagement.
- L. Aby – comments against surveillance.
- D. McClulin – comments against cameras.
- May (?) – comments against surveillance.
- P. McCarthy – comments against board decisions made.
- A. Wynn – comments on lawyer input.

Board discussion included privacy protections, camera access, facial recognition capabilities, data storage, and the need for clearer governance policies. Trustees acknowledged significant public concern and agreed additional research and discussion were necessary before moving forward with the ordinance. Discussion also included whether some or all cameras should be temporarily disabled until a formal policy framework could be adopted.

Trustee Czech makes a motion to table this until the next meeting where the Board can discuss which of parts of this ordinance to adopt. Seconded by Mayor Pro-Tem Stelter.

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

Voting Nay:  
 Trustee Meorado

The motion carries.

Trustee Tarnow makes a motion to on the agenda for the next meeting, a decision as to whether to turn off some of the cameras until a adequate framework is put in place to regarding their governance. Seconded by Trustee Meorado.

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

Voting Nay:  
Trustee Heck

The motion carries.

Trustee Tarnow makes a motion for a 5-minute recess. Seconded by Trustee Czech.

The motion carries unanimously.

The Board goes into recess at 8:44 PM.

The Board reconvenes at 8:49 PM.

2) Consideration of Approval of KLM Change order #3 - *Town Administrator Wynn*

Town Administrator Wynn clarified that a formal third change order had not yet been submitted, but one would be forthcoming upon completion of the final construction inspection for the Town's 2-million-gallon water storage tank relining project.

Board discussion focused on additional inspection costs caused by contractor delays, the desire to avoid multiple future change orders, and the project completion timeline. Staff noted the contractor had exceeded scheduled completion dates and that liquidated damages were already being assessed.

Public Comment:

D. Arnon – comments on clarification on change order and proposed work.

No motion was made on this item because the discussion was informational only and formal approval was deferred to a future meeting.

3) Consideration on Approval of Upgrading Firewall Systems for Compliance with Delta County for Access to CAD Software - *Town Administrator Wynn*

Town Administrator Wynn presented a proposal to replace the Town's existing firewall systems and configure a VPN connection to allow the Police Department secure access to Delta County's computer-aided dispatch system.

The Board discussion focused on replacing outdated hardware, improving network security, and ensuring compatibility with the Town's new IT provider and law enforcement operational needs.

Trustee Czech makes a motion to approve the proposal from Istonish for the firewall replacement and VPN configuration for the amount not to exceed \$9,290 and the town to authorize the Town Administrator to execute all necessary documents. Seconded by Trustee Tarnow.

The motion carries unanimously.

4) Consideration of Electrical Repairs at Smith Center - *Town Administrator Wynn*

Town Administrator Wynn presented proposals for electrical repairs and upgrades at the Smith Center to address safety issues, code compliance, and operational needs within the facility.

Board discussion focused on obtaining the Smith Center into minimum electrical code compliance in time for the planned June 1 reopening, while avoiding unnecessary upgrade costs. Trustees discussed the large price difference between Merit Electric's proposal and AB Electric's lower-cost proposal, with staff explaining that some items in the Merit proposal involved optional upgrades to grandfathered systems rather than immediate code-required repairs, and the urgency of completing the work before increased community use of the building.

Trustee Czech makes a motion to ask Merit Electric to resubmit a proposal that is comparable to what AB Electric has proposed to do and then allow staff to choose which they believe would be most expedient. Seconded by Trustee Mejorado.

The motion carries unanimously.

5) Consideration of Enacting Stage 1 Fire Restrictions - *Town Administrator Wynn*

Town Administrator Wynn reported that Delta County and local fire districts had recently reviewed fire conditions and determined countywide fire restrictions were not yet necessary. He explained the Town was proactively coordinating with county emergency management and preparing a resolution so restrictions could be implemented quickly if conditions worsened. Discussion focused on regional coordination, preparedness, and ensuring the Town was ready to respond if fire danger increased.

No motion was made on this item. Staff indicated the matter would likely return at a future meeting if conditions changed or formal restrictions became necessary.

6) Consideration of Stage 1 Water Restrictions - *Town Administrator Wynn*

Town Administrator Wynn presented amendments to the Town's existing Stage 1 water restrictions due to reliance on the temporary 750,000-gallon water tank during the 2-million-gallon tank rehabilitation project. Discussion focused on simplifying watering

rules by eliminating the prior odd/even address system and purple flag requirement in favor of designated irrigation days and times. Proposed watering dates/times were Tuesday, Thursday, Saturday & Sunday between the hours of 7:00 PM to 4:00 AM.

Board discussion focused on enforcement, practicality for residents using automated irrigation systems, and adjusting watering hours to balance conservation needs with public convenience.

Trustee Czech makes a motion to approve resolution 05-2026 to amend and reaffirm Stage 1 water Restrictions with a date pushed to May 1st instead of April 21st. Seconded by Trustee Mejorado.

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

Voting Nay:  
Trustee Tarnow

The motion carries.

7) Discussion and Consideration on Applying for BRIC Grant for Backup Generators at Town Hall, Water Plant and Wastewater Plant - *Town Administrator Wynn*

Town Administrator Wynn presented a proposal to apply for a FEMA Building Resilient Infrastructure and Communities (BRIC) grant to fund backup generators for critical Town infrastructure, including Town Hall, the water plant, and the wastewater plant. He explained the generators would improve emergency preparedness and ensure continued operation of essential services during power outages.

Board discussion noted that a prior grant application had been denied because the projects were not included in Delta County's Hazard Mitigation Plan, but the updated plan now includes generators, improving eligibility for funding.

Mayor Pro-Tem Stelter makes a motion that the Board of Trustees authorize the Town Administrator to submit an application to FEMA Building Resilient Infrastructure and Communities (BRIC) grant program to the purchase and installation of backup generators for the Water Treatment Plant, the Wastewater Treatment Plant, the Town Hall and Police Department. Seconded by Trustee Czech.

The motion carries unanimously.

Trustee Tarnow makes a motion to extend the meeting by 10 minutes, until 9:40 PM. Seconded by Trustee Czech.

The motion carries unanimously.

8) Consideration of Arbor Day 4/24 Event & Proclamation - *Public Works Director Poulos & Town Administrator Wynn*

Public Works Director Poulos and Town Administrator Wynn discussed plans for the Town's April 24 Arbor Day event, including possibly planting a red maple tree at Apple Valley Park near the parking area to provide future shade. Staff explained they were coordinating with local schools to invite students to participate in the community event and proclamation ceremony.

Trustee Tarnow makes a motion that the Town goes forward with the plan for implementing Arbor Day and signing the proclamation. Seconded by Mayor Pro-Tem Stelter.

The motion carries unanimously.

9) Follow-up Information Received from BLM with Regards to Town's Feb. 24, 2026 Protest Letter on Two Parcels to be Included in the March 2026 Lease Sale - *Mayor Smith*

Mayor Smith provided a follow-up report regarding the Town's protest letter to the Bureau of Land Management (BLM) opposing inclusion of two parcels in the March 2026 Federal Lease Sale. Mayor Smith explained that despite the Town's objections, the parcels remained in the sale and were ultimately purchased by SG Interests.

The Board briefly discussed the outcome and the possibility of filing an appeal, though no appeal was recommended at that time.

No motion or formal action was taken on this item. The discussion was informational only.

H) Mayor & Trustee Reports

Mayor Pro-Tem Stelter provided a status update and direction of the Ad Hoc Short Term Rentals Committee, including committee structure, facilitation, public participation, and the ongoing process for developing potential short-term rental regulations.

Mayor Pro-Tem leaves the meeting at 9:36 PM

Public Comment:

E. Short - disputed reported STR numbers, criticized the committee process and facilitator, and raised enforcement concerns.

M. Durlin - asked whether a facilitator agreement would be finalized before the next STR meeting.

J. Park - challenged public STR statistics and opposed additional STR monitoring software.

I) Adjournment

Mayor Smith adjourns the meeting at 9:38 PM.

\_\_\_\_\_  
Samira M. Vetter, Town Clerk

\_\_\_\_\_  
Paige Smith, Mayor

DRAFT



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

<b>AGENDA ITEM:</b>	<b>Consent Agenda</b> <ul style="list-style-type: none"> <li>• One Thirty-Three LLC dba West Elk Wine &amp; Spirits</li> </ul>
<b>SUBMITTED BY:</b>	Ruben Santiago – Deputy Clerk
<b>DATE:</b>	05/20/2026
<b>BACKGROUND:</b>	<b>Finding of Facts:</b> <ul style="list-style-type: none"> <li>• License Renewal Paperwork is in the possession of the Town Clerk.</li> <li>• Local and Colorado Dept. of Revenue’s fees have been paid. A copy of the payment receipts are in the custody of the Town Clerk.</li> <li>• The Administrative Offices have no issues or concerns with the license renewal.</li> <li>• The Police Department has no issues or concerns with the license renewal.</li> <li>• The Public Works department has no issues or concerns with the renewal.</li> </ul>
<b>BUDGET:</b>	\$197.50 to – 10-32-01 – Liquor Licenses.
<b>RECOMMENDATION:</b>	All legal requirements have been met for the renewal of this license.
<b>ATTACHMENT:</b>	<ul style="list-style-type: none"> <li>• 20260407 One Thirty-Three LLC Liquor License Renewal Application_Redacted</li> <li>• 2026 McGavin lease 427 Samuel Wade _Redacted</li> <li>• PD_One Thirty-Three LLC (PD) Response</li> <li>• Admin_One Thirty-Three LLC (Zoning) Response</li> <li>• PW_One Thirty-Three LLC (PW) Response</li> </ul>

4-27-26  
26-106-R9

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

**WEST ELK WINE &  
SPIRITS**  
PO BOX 1805  
PAONIA CO 81428-1805

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	477.50
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	\$
<b>Amount Due/Paid</b>	<b>\$477.50</b>

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

ONE THIRTY-THREE LLC

Doing Business As Name (DBA)

WEST ELK WINE & SPIRITS

Liquor License Number

26-49220-0000

License Type

Retail Liquor Store (city)

Sales Tax License Number

[REDACTED]

Expiration Date

06/09/2026

Due Date

04/25/2026

#### Business Address

Street Address

427 SAMUEL WADE ROAD

Phone Number

9705274575

City, State, ZIP Code

PAONIA CO 81428-6127

#### Mailing Address

Street Address

[REDACTED]

City, State, ZIP Code

PAONIA CO [REDACTED]

Email

[REDACTED]

Operating Manager

JENNIFER MCGAVIN

Date of Birth

[REDACTED]

**Home Address**

Street Address		Phone Number
[REDACTED]		[REDACTED]
City	State	Zip Code
PAONIA	CO	81428

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

Are the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease

Dec. 31, 2030

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

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

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

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

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

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

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

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

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

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

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

If yes, attach a detailed explanation.

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business

JENNIFER MCGAVIN

Title

OWNER

Signature

J McGavin

Date (MM/DD/YY)

04/08/26

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

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

**Therefore this application is approved.**

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)  
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, JENNIFER MCGAVIN

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

(the "Applicant/Licensee")

ONE THIRTY THREE, LLC

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

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

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

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

Name (Individual/Business)

JENNIFER MCGAVIN / ONE THIRTYTHREE, LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[Redacted]

9705274575

Street Address

[Redacted] / 427 Samuel Wade Rd

City

State

ZIP Code

PAONIA

CO

81428

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

JENNIFER MCGAVIN

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

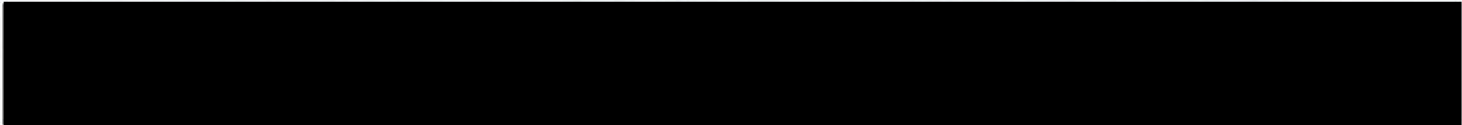
Jennifer McGavin

4/8/26

**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).

JOHN HESS INCORPORATED



CO 8/1/2023

ALMOBY

JOHN HESS INCORPORATED

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**McG-3, L.L.C.**  
**LEASE AGREEMENT**

**1. DATE & PARTIES.** This Lease Agreement (this "Lease") is made effective as of **January 1,2020** by and between (McG-3, LLC) ("Landlord"), and **One Thirty Three LLC dba West Elk Wine and Spirit**

The parties agree as follows:

**2. PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 427 Samuel Wade Rd..(the "Premises") located in Paonia, Delta County, Colorado.

**3. TERM.** The lease term will begin on August 1,2024 and will terminate at 12:00 noon on December 31,2030. **This lease will automatically renew for an additional six months at the same terms if the tenant does not inform the landlord in writing 30 days before the expiration of the first term of six months of the tenants intention to vacate.**

If Tenant retains possession of the premises after expiration of the lease term with the permission of Landlord, Tenant and Landlord shall continue to be bound by the terms and conditions of this lease on a month to month basis, except that the rental amount may be changed. The lease may then be terminated by either party giving 30 days written notice prior to the end of the rental month.

If the lease term does not begin on the first day of the month, rent shall be pro-rated to the last day of the month.

**4. LEASE PAYMENTS.** Tenant shall pay to Landlord monthly payments of [REDACTED] per month, [see addendum at end of lease]payable in advance on the first (1st) day of each month, for a total annual lease payment of [REDACTED]. Lease payments shall be made to [REDACTED] Paonia CO 81428.

**5. LATE PAYMENTS:** Tenant shall incur and be charged [REDACTED] per day late fee for rent received after 9:00 A.M. o'clock on the fifth day of the month. Such fee, which will be considered additional rent, may be collected immediately by Landlord; or, at Landlord's option, such fee may be withheld from Tenant's security deposit if written notice of such withholding is provided to Tenant within 45 days of the date that the late fee is incurred.

The giving of such notice shall not relieve Landlord of any obligation pertaining to the security deposit set forth in section 10 of this lease. Late fees may be waived at the discretion of Landlord. Tenant should request such waiver by notifying Landlord on or before the rental due date and mutually arranging an alternative payment date.

A charge of [REDACTED] may be imposed for any Tenant's check returned to Landlord because of insufficient funds, whether the check is for rent, security deposit, or other payment.

Any late fee and returned check charge shall be a reasonable estimate of the administrative cost incurred by Landlord.

**6. POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

**7. ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld..

**8. USE OF PREMISES.** Tenant shall occupy and use the Premises as a commercial space for any business purpose permitted by zoning.

- Tenant shall not engage in any illegal activities on the Premises.
- Tenant shall not allow trash to accumulate on the Premises except in trashcans in designated areas.
- At the end of the lease, Tenant agrees to return Premises to Landlord in its original state of cleanliness.
- Tenant agrees that the floors is to be professionally cleaned at the time Tenant moves out. The cost of this cleaning will be paid out of Tenant's security deposit.
- Tenant agrees to abide by all state, county and municipal laws in use of the Premises. Published building rules and regulations by inference become a part of the lease.
- Tenant agrees not to store or work on any type of motor vehicle or motor vehicle parts, boat, motorized implement or like item in the office or on the building Premises. Further, Tenant agrees not to park or store any inoperable motor vehicle in or on the building Premises.
- Tenant shall not screw or drive any screws or their equivalent into the wall, ceilings or woodwork of said Premises, or make any change to the internal structure of said building or any room therein, or make any repairs or alterations without written permission of the Landlord.
- Tenant shall not place any additional locks on any door of the building. Tenant shall not change any lock upon any door. Tenant shall not take off any doors nor have any additional phone jacks installed except with the full knowledge and consent of the Landlord.
- Tenant shall not go onto any roof except for emergency purposes.
- Tenant shall store no unusually flammable items, such as gasoline, oil, oily rags, gunpowder, dangerous or corrosive chemicals, etc. in the Premises. Tenant shall store no construction materials in the Premises.

**Any violation of these use restrictions by Tenant shall constitute a material breach of this agreement.**

**9. PARKING.** Parking lot as shown on county plat.

**10. NOISE AND NUISANCE.** Tenant agrees not to make any excessive noise or to create any nuisance such as will disturb the peace and quiet of neighbors.

**11. ABSENCES.** Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

**12. a) REPAIRS.** If repairs are required in order for the Premises to be in compliance with local law, tenant shall be responsible for making such repairs. If Tenant believes repairs are necessary, Tenant should contact Landlord and and notify the Landlord such repairs are being made..

Tenant shall not make repairs without prior written consent of Landlord.

Within 30 days of billing, Tenant shall pay reasonable charges (other than for normal wear and tear) for the repair of damage to the premises or common areas caused by the negligence or willful acts of Tenant, members of Tenant's household, or Tenant's guests.

**12. b) MAINTENANCE:** The tenant shall be responsible as part of this lease agreement for the maintenance and cleaning of the building , parking lot, storage building and open spaces..

**13. ABANDONED PROPERTY.** Property left on the leased Premises upon (1) termination of this agreement, or (2) after Tenant for whatever reason vacates the Premises, or (3) when Landlord has reason to believe that Tenant has vacated the Premises, is conclusively presumed to be abandoned. Landlord shall have the absolute right to dispose of such property as in its discretion it sees fit, without accountability to the Tenant.

**14. NON-SECURITY PREMISES.** Despite any apparent security devices on Premises, Tenant accepts said Premises as non-security premises and waives all right to damages from Landlord from theft, personal injury or intentional torts by third parties for Tenant and Tenant's guest. If any court shall find this waiver invalid, then Tenant agrees that all claims against Landlord shall be limited to \$25.00 as liquidated damages.

**15. PROPERTY INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

**16. LIABILITY INSURANCE.** The tenant shall carry a policy of casualty insurance for the leased premises in the amount of \$100,000.00 with the Landlord listed as an additional beneficiary and provide proof of same to the Landlord upon request.

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

Landlord shall return the security deposit to Tenant within 45 days after the termination of this lease or surrender and acceptance of the Premises, whichever occurs last. If actual cause exists for retaining any portion of the security deposit, Landlord shall provide Tenant with a written statement listing the exact reasons for the retention of any portion of the security deposit. When the statement is delivered, it shall be accompanied by payment of the difference between any sum deposited and the amount retained. Landlord is deemed to have complied with this paragraph by mailing said statement and any payment required to the last known address of Tenant. The failure of Landlord to provide a written statement within the time period stated above shall cause a forfeiture of all of Landlord's rights to withhold any portion of the security deposit.

Landlord, at Landlord's option, may use Tenant's security deposit during the term of this lease to fulfill Tenant's obligations under this lease. Nothing in this paragraph shall relieve Landlord of any obligation created by the state security deposit law set forth in Colorado Revised Statutes 1973, section 38-12-101 et seq.

If the security deposit is diminished because of repairs necessitated due to negligence or willful acts of Tenant, members of Tenant's household or Tenant's guests, Tenant shall provide sufficient funds to restore the security deposit to its original amount.

**18. DEFAULTS.** Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 7 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default, and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

**19. HABITABILITY.** Tenant has inspected the Premises and fixtures (or has had the Premises inspected on behalf of Tenant), and acknowledges that the Premises are in a reasonable and acceptable condition of habitability for their intended use, and the agreed lease payments are fair and reasonable. If the condition changes so that, in Tenant's opinion, the habitability and rental

value of the Premises are adversely affected, Tenant shall promptly provide reasonable notice to Landlord.

**20. NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

Name: **McG-3, LLC**

Address: [REDACTED]

**Paonia CO 81428**

**TENANT:**

Name: **One Thirty Three LLC dba West Elk Wine and Spirits**

Address: 427 Samuel Wade Rd Paonia CO 81428

Such addresses may be changed from time to time by either party by providing notice as set forth above.

**21. ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the party obligated under the amendment signs the writing.

**22. SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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

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

**25. HOLDOVER.** If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to Landlord a lease payment for the Holdover Period equal to the amount set forth in the following Renewal Terms paragraph. Such holdover shall constitute a month to month extension of this Lease.

**26. EVICTION.** Landlord may evict Tenant from the Premises or undertake other legal action to regain possession for non-payment of rent or breach of the lease.

- Tenant shall continue to be liable for rent and be bound by the other provisions of this lease during the time Tenant remains in possession of the leased Premises even though Landlord has chosen to seek eviction because of Tenant's breach of this lease.
- If the Premises are abandoned or if Tenant is evicted, Tenant will remain liable for any loss of rent for the remainder of the lease term. Landlord will attempt to re-rent the Premises to minimize any loss. A [REDACTED] re-rental fee to cover administrative costs of re-letting shall be charged to Tenant if Tenant breaches this lease.
- If Tenant does not leave at the end of the lease term and another tenant is waiting to move in, Landlord, after notifying Tenant, may remove Tenant's belongings, so long as there is no breach of the peace. Landlord will use reasonable care in the moving and storage of Tenant's belongings.

Except as provided above, eviction proceedings, including notice requirements, as set forth in Colorado Revised Statutes 1973, section 13-40-101 et seq. (court ordered evictions) shall be the sole remedy available to Landlord to evict a tenant.

**27. NON-SUFFICIENT FUNDS.** Tenant shall be charged [REDACTED] for each check that is returned to Landlord for lack of sufficient funds.

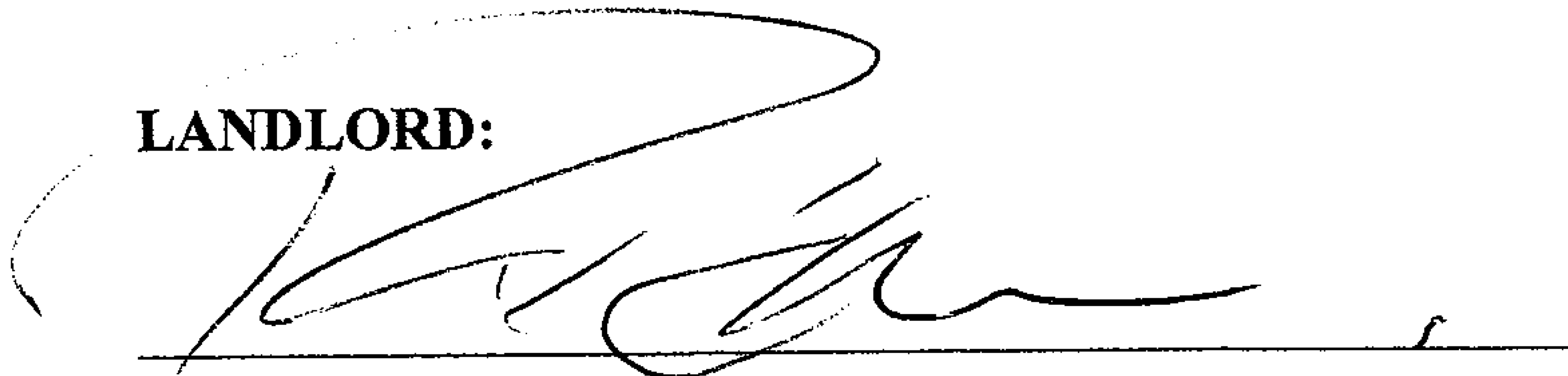
**28. UTILITIES AND SERVICES.**

Utilities paid by land lord are as follows: gas and electric. Any other services shall be the sole responsibility of the tennant.

**29. ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

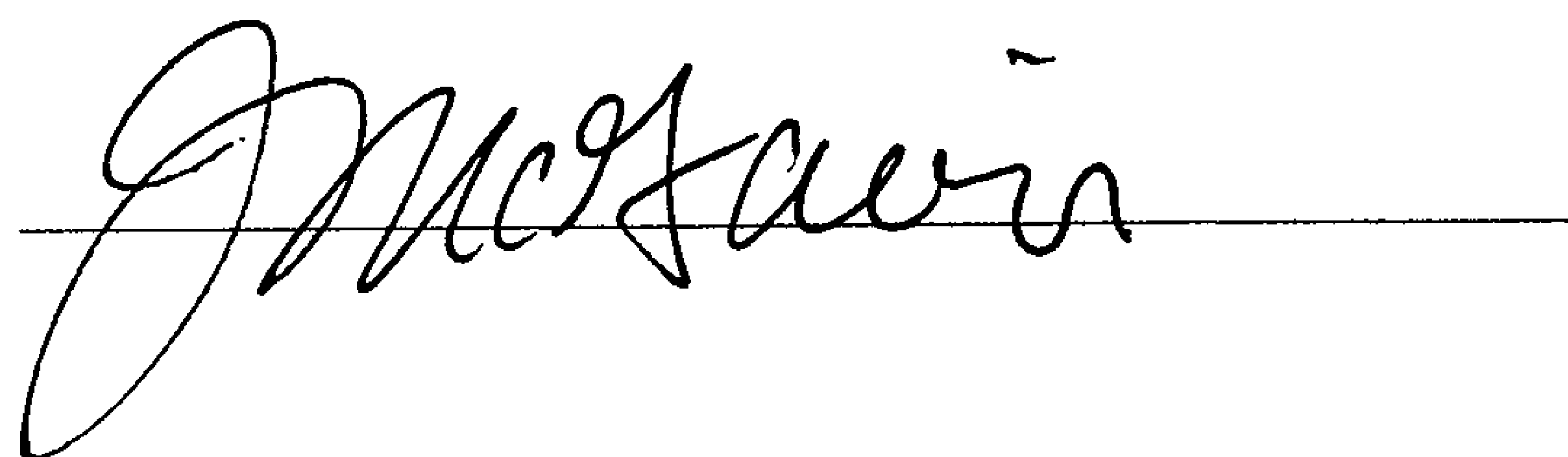
**30. DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained and proof of adequate insurance protection is provided by Tenant to Landlord.

**LANDLORD:**

  
\_\_\_\_\_

Date 8-1-24

**TENANT:**

  
\_\_\_\_\_

Date 8/1/24

## Ruben Santiago

---

**From:** Daoine B  
**Sent:** Thursday, April 30, 2026 2:22 PM  
**To:** Ruben Santiago; Nicki P; Matt Laiminger  
**Cc:** Stefen Wynn; Samira Vetter  
**Subject:** Third Time's a Charm: Revised: West Elk Wine & Spirits Liquor License Renewal

The subject property is located within C-2, the Community Commercial District which has the following intent, "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." Permissible uses in the district include uses that often sell alcohol including restaurants, personal service shops, and motels. From a zoning perspective, there isn't an issue with the use within the subject property's zoning district.



**Daoine Bachran, Ph.D., R.S.O.**  
(pronounced "theena backrun")  
**Utility Billing & Permit Coordinator**  
Office: (970) 527-4101  
Cell: (970) 575-1565  
Email: [daoineb@townofpaonia.com](mailto:daoineb@townofpaonia.com)  
  
214 Grand Ave. | PO Box 460  
Paonia, CO 81428  
<https://townofpaonia.colorado.gov/>

Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

|

## Ruben Santiago

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**From:** Matt Laiminger  
**Sent:** Monday, May 18, 2026 10:17 AM  
**To:** Ruben Santiago  
**Subject:** Re: West Elk Wine & Spirits Liquor License Renewal

Ruben,

The PD recommends renewing the liquor license for West Elk Wine & Spirits.

Thank you,



Matthew Laiminger  
Chief of Police  
Town of Paonia  
214 Grand Ave.  
Paonia, CO 81428  
(970) 527-4822



## Town of Paonia

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

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May 18, 2026

RE: West Elk Wine and Spirits Liquor License

Paonia Public Works agrees to the renewal of West Elk Wine and Spirits Liquor License if boundary lines have not changed.

Rodney Byrge  
Paonia Public Works Supervisor

WC P5

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
<b>All Copy Products Inc</b>								
<b>5038726115</b>								
1268	All Copy Products Inc	5038726115	COPIER - ADMIN	05/12/2026	110.10		10-41-31 DUES & SUBSCRIPTIONS	05/31/2026
1268	All Copy Products Inc	5038726115	COPIER - WATER	05/12/2026	110.10		60-50-31 DUES & SUBSCRIPTIONS	05/31/2026
1268	All Copy Products Inc	5038726115	COPIER - WASTEWATER	05/12/2026	110.10		70-51-31 DUES & SUBSCRIPTIONS	05/31/2026
1268	All Copy Products Inc	5038726115	COPIER - SANITATION	05/12/2026	110.10		80-52-31 DUES & SUBSCRIPTIONS	05/31/2026
Total 5038726115:					440.40	✓		
Total All Copy Products Inc:					440.40			
<b>AMAZON BUSINESS</b>								
<b>19JY-GHRH-CG1X</b>								
1341	AMAZON BUSINESS	19JY-GHRH-C	OPERATING	05/01/2026	37.78		10-41-16 OPERATING SUPPLIES	05/31/2026
1341	AMAZON BUSINESS	19JY-GHRH-C	EQUIPMENT	05/01/2026	524.54		10-41-74 MACHINERY & EQUIPMENT	05/31/2026
Total 19JY-GHRH-CG1X:					562.32	✓		
Total AMAZON BUSINESS:					562.32			
<b>City of Delta</b>								
<b>56</b>								
24	City of Delta	56	PROF SERV	05/15/2026	319.00		70-51-20 LEGAL, ENGINEERING & PR	05/31/2026
Total 56:					319.00	✓		
Total City of Delta:					319.00			
<b>Empower Trust Company LLC</b>								
<b>5-15-2026 PAYROLL</b>								
1190	Empower Trust Company LLC	5-15-2026 PAY	Retirement Plan PPE	05/15/2026	3,839.19		10-0220 RETIREMENT PLAN	05/31/2026
Total 5-15-2026 PAYROLL:					3,839.19	✓		
Total Empower Trust Company LLC:					3,839.19			
<b>Fire &amp; Police Pension Assn.</b>								
<b>5-15-2026 PAYROLL</b>								
63	Fire & Police Pension Assn.	5-15-2026 PAY	Payroll Ending	05/15/2026	5,132.56	✓	10-0219 FPPA	05/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total 5-15-2026 PAYROLL:					5,132.56	-		
Total Fire & Police Pension Assn.:					5,132.56			
<b>Grizzly Grading &amp; Excavation LLC</b>								
<b>1052</b>								
1487	Grizzly Grading & Excavation LLC	1052	PROF SERV	05/11/2026	185.00		10-45-20 LEGAL, ENGINEERING & PR	05/31/2026
Total 1052:					185.00	-		
Total Grizzly Grading & Excavation LLC:					185.00			
<b>Istonish, Inc.</b>								
<b>INV-1163</b>								
1482	Istonish, Inc.	INV-1163	PROF SERV	03/31/2026	88.86		10-41-20 LEGAL, ENGINEERING & PR	05/31/2026
1482	Istonish, Inc.	INV-1163	PROF SERV	03/31/2026	88.86		10-42-20 LEGAL, ENGINEERING & PR	05/31/2026
1482	Istonish, Inc.	INV-1163	PROF SERV	03/31/2026	88.86		60-50-20 LEGAL, ENGINEERING & PR	05/31/2026
1482	Istonish, Inc.	INV-1163	PROF SERV	03/31/2026	88.85		70-51-20 LEGAL, ENGINEERING & PR	05/31/2026
1482	Istonish, Inc.	INV-1163	PROF SERV	03/31/2026	88.85		80-52-20 LEGAL, ENGINEERING & PR	05/31/2026
Total INV-1163:					444.28	-		
Total Istonish, Inc.:					444.28			
<b>KLM Engineering, Inc.</b>								
<b>11332</b>								
1484	KLM Engineering, Inc.	11332	WATER TANK RELINING	02/23/2026	9,867.00		60-50-72 CAP OUTLAY-Water Tank Reli	05/31/2026
Total 11332:					9,867.00	-		
Total KLM Engineering, Inc.:					9,867.00			
<b>Mall Services, LLC.</b>								
<b>2027217</b>								
645	Mail Services, LLC.	2027217	Postage	04/30/2026	191.40		60-50-17 POSTAGE	05/31/2026
645	Mail Services, LLC.	2027217	Postage	04/30/2026	191.40		70-51-17 POSTAGE	05/31/2026
645	Mail Services, LLC.	2027217	Postage	04/30/2026	191.41		80-52-17 POSTAGE	05/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total 2027217:					574.21			
Total Mail Services, LLC.:					574.21			
<b>MSEC, Inc.</b>								
<b>INV-18167</b>								
1514	MSEC, Inc.	INV-18167	CAPITAL OUTLAY	04/20/2026	1,157.82		60-50-70 CAP OUTLAY-WATER	05/31/2026
Total INV-18167:					1,157.82			
Total MSEC, Inc.:					1,157.82			
<b>Nazarenius Stack &amp; Wombacher LLC</b>								
<b>8740</b>								
1456	Nazarenius Stack & Wombacher L	8740	PROF SERV	05/01/2026	1,309.00		60-50-20 LEGAL, ENGINEERING & PR	05/31/2026
Total 8740:					1,309.00			
Total Nazarenius Stack & Wombacher LLC:					1,309.00			
<b>Net2phone Global Services, LLC</b>								
<b>1222845026</b>								
1492	Net2phone Global Services, LLC	1222845026	TELEPHONE	05/01/2026	91.09		10-41-29 TELEPHONE & INTERNET	05/31/2026
1492	Net2phone Global Services, LLC	1222845026	TELEPHONE	05/01/2026	235.77		10-42-29 TELEPHONE & INTERNET	05/31/2026
1492	Net2phone Global Services, LLC	1222845026	TELEPHONE	05/01/2026	26.79		10-45-29 TELEPHONE & INTERNET	05/31/2026
1492	Net2phone Global Services, LLC	1222845026	TELEPHONE	05/01/2026	26.79		10-46-29 TELEPHONE & INTERNET	05/31/2026
1492	Net2phone Global Services, LLC	1222845026	TELEPHONE	05/01/2026	64.30		60-50-29 TELEPHONE & INTERNET	05/31/2026
1492	Net2phone Global Services, LLC	1222845026	TELEPHONE	05/01/2026	26.79		70-51-29 TELEPHONE & INTERNET	05/31/2026
1492	Net2phone Global Services, LLC	1222845026	TELEPHONE	05/01/2026	64.30		80-52-29 TELEPHONE & INTERNET	05/31/2026
Total 1222845026:					535.83			
Total Net2phone Global Services, LLC:					535.83			
<b>New Focus HR</b>								
<b>4624</b>								
1463	New Focus HR	4624	PROF SERV	05/16/2026	35.00		10-41-20 LEGAL, ENGINEERING & PR	05/31/2026
1463	New Focus HR	4624	PROF SERV	05/16/2026	35.00		10-42-20 LEGAL, ENGINEERING & PR	05/31/2026
1463	New Focus HR	4624	PROF SERV	05/16/2026	35.00		60-50-20 LEGAL, ENGINEERING & PR	05/31/2026

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1463	New Focus HR	4624	PROF SERV	05/16/2026	35.00		70-51-20 LEGAL, ENGINEERING & PR	05/31/2026
1463	New Focus HR	4624	PROF SERV	05/16/2026	35.00		80-52-20 LEGAL, ENGINEERING & PR	05/31/2026
Total 4624:					175.00			
Total New Focus HR:					175.00			
<b>North Fork Service (Reedy's)</b>								
<b>APRIL 2026 PD</b>								
141	North Fork Service (Reedy's)	APRIL 2026 P	VEHICLE	05/01/2026	1,242.07		10-42-23 VEHICLE EXPENSE	05/31/2026
Total APRIL 2026 PD:					1,242.07			
Total North Fork Service (Reedy's):					1,242.07			
<b>Peak Water Services LLC</b>								
<b>INVFTS9873</b>								
1473	Peak Water Services LLC	INVFTS9873	PROF SERV	10/01/2025	250.00		60-50-20 LEGAL, ENGINEERING & PR	05/31/2026
Total INVFTS9873:					250.00			
Total Peak Water Services LLC:					250.00			
<b>Robert's Enterprises Inc</b>								
<b>MAY - JUNE 2026</b>								
145	Robert's Enterprises Inc	MAY - JUNE 20	PROF SERV	05/01/2026	134.00		80-52-20 LEGAL, ENGINEERING & PR	05/31/2026
Total MAY - JUNE 2026:					134.00			
Total Robert's Enterprises Inc:					134.00			
<b>The Place I Go</b>								
<b>TPIG 10299</b>								
897	The Place I Go	TPIG 10299	PROF SERV	05/05/2026	83.70		80-52-20 LEGAL, ENGINEERING & PR	05/31/2026
897	The Place I Go	TPIG 10299	PROF SERV	05/05/2026	9.30		10-45-20 LEGAL, ENGINEERING & PR	05/31/2026
Total TPIG 10299:					93.00			
Total The Place I Go:					93.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
<b>Viaflex</b>								
<b>60001757</b>								
1466	Viaflex	60001757	WATER TANK RELINING	04/03/2026	11,625.00		60-50-72 CAP OUTLAY-Water Tank Reli	05/31/2026
Total 60001757:					11,625.00			
Total Viaflex:					11,625.00			
<b>WRIGHT WATER ENGINEERS, INC.</b>								
<b>76599</b>								
1385	WRIGHT WATER ENGINEERS, I	76599	WATER SMART	05/15/2026	10,635.99		60-50-74 GRANT WATERSMART	05/31/2026
1385	WRIGHT WATER ENGINEERS, I	76599	PROF SERV	05/15/2026	10,635.99		60-50-20 LEGAL, ENGINEERING & PR	05/31/2026
Total 76599:					21,271.98			
Total WRIGHT WATER ENGINEERS, INC.:					21,271.98			
Grand Totals:					59,157.66			

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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**

<b>AGENDA ITEM:</b>	<b>Staff Reports</b> <ul style="list-style-type: none"> <li>• Demonstration of Communication with the Town with TextMyGov and Comment Card on the Website</li> </ul>
<b>SUBMITTED BY:</b>	Ruben Santiago – Deputy Clerk
<b>DATE:</b>	05/22/2026
<b>BACKGROUND:</b>	<p>Staff will provide the Board with an overview of the general forms of communication currently available for the public to contact the Town, including communication by email, the Town website, and TextMyGov.</p> <p>The presentation is intended to demonstrate how residents may submit questions, comments, concerns, or service-related requests through these different communication methods, and to show how these tools can help improve accessibility, responsiveness, and public engagement.</p> <p>Not all the related presentation materials were not included in the original packet because they were still being finalized at the time of packet publication. They will be presented at the 5/26/2026 Board Meeting and the presentations will be provided to the Board and public as part of the packet modification.</p>
<b>BUDGET:</b>	n/a
<b>RECOMMENDATION:</b>	None – This is a presentation only.

<b>ATTACHMENT:</b>	
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# TextMyGov

Your Direct Line to  
Local Government

*A step-by-step guide for residents*



No app required — just text



# What Is TextMyGov?



TextMyGov is a two-way text messaging platform that connects you directly with the Town of Paonia. Get answers, report issues, and receive alerts: all from your phone's regular messaging app.



## Find Information

Text a keyword to get instant answers about services, schedules, and more.



## Report Issues

Report potholes, code violations, animal control, and other community concerns.



## Get Alerts

Receive emergency notifications, street closure alerts, and community updates.

# Getting Started



Two ways to connect with the Town via text:

## Sign Up for Alerts

1. Text your community's keyword (PAONIA INFO) to **91896**
2. Reply YES to confirm your opt-in
3. Start receiving notifications!

*Example: Text PAONIAINFO to 91896*

## Two-Way Texting

1. Save your city's 10-digit number
2. Text HI to start a conversation
3. Use keywords to find info or report issues

*Example: Text HI to 970-540-5550*

# Sign Up & Message Examples

PAONIAINFO

You've requested to join Town of Paonia, CO's TextMyGov notification list. Reply 'YES' to opt-in. Msg&Data rates may apply. Freq varies. For support, text HELP.

Yes

You have successfully opted-in. Msg&Data rates may apply. Freq varies. For questions, text HELP. To opt-out at any time, text STOP.

Town of Paonia, CO Alert:  
Please note that the South side of the Town Hall parking lot will be closed to parking on Wed., 12/4, due to tree removal along the fence. Stay safe! Reply STOP to opt-out.

Dec 6, 2024 at 4:12 PM

Town of Paonia, CO Alert:  
Please note that Grand Ave., between 2nd & 3rd streets, will be closed Saturday, December 7th for the Annual Holiday Fair from 8:00AM to 5:00PM. Have fun and stay safe! Reply STOP to opt-out.

# Report Issues

Easily report community problems by text — no phone calls or forms needed.

- 1 Text REPORT or an issue keyword (e.g., POTHOLE, WATER LEAK)
- 2 Answer a few clarifying questions (address, details, photo)
- 3 Your report goes directly to the right department



# Report Issues Examples

TextMyGov™ Dashboard Setup Lists Notifications Voice Admin Town of Paonia, CO Ruben Santiago ▾

Top 10 Unrecognized Texts Unrecognized Log Reporting Status Setup

## Log

From: 03/22/2026 To: 05/21/2026 Keyword/Phone #: Status: Search

Date - America/Denver	Phone Number	First Response Message	Convo Count	View	Reply	Add to List	Status
Thu, May 7, 2026 2:49 PM		Hi	2			+	▾
Wed, May 6, 2026 9:06 AM		Thank you for your report. [REDACTED] PW team & supervisor notified of the missed pick up. <Do Not Reply>	1			+	▾
Wed, May 6, 2026 9:03 AM		Missed pickup	8			+	▾
Mon, Apr 13, 2026 11:51 AM		Oh okay! I'm sorry the tag on my door didn't state I needed to do that. It said would be picked up as usual and I believe the alley work is completed	2			+	▾
Mon, Apr 13, 2026 11:50 AM		Due to the work in the Alley, trash cans should be placed out front. PW will swing by tomorrow morning to pick yours up. Please have them out front instead of the alley. Thank you. <Do Not Reply>	1			+	▾
Mon, Apr 13, 2026 11:46 AM		Forwarded to public works. <Do Not Reply>	1			+	▾
Mon, Apr 13, 2026 11:43 AM		Missed pick up	8			+	▾
Fri, Apr 10, 2026 4:24 PM		Chat	4			+	▾
Fri, Apr 10, 2026 4:18 PM		It's okay! I couldn't check it sooner due to the work being done in the alley so I apologize for not texting sooner. All of my cans (yard and waste) are completely full. Will I be charged if I have extra bags outside of my waste can when you guys are able to get to it?	2			+	▾
Fri, Apr 10, 2026 4:14 PM		Thank you for reporting this issue. Public Works has been notified, but due to the time of day, it may not be until Monday that we can address the issue. If it is urgent, please let us know and I'll see what we can do. Again, I do apologize for the inconvenience. <Do Not Reply>	1			+	▾
Fri, Apr 10, 2026 4:03 PM		My trash was missed today	10			+	▾
Thu, Apr 9, 2026 9:29 AM		Hi	2			+	▾

# Report Issues Examples

+1970 [REDACTED]

Conversation - Wed Feb 04 2026

**Citizen:** Snow removal

**Agency:** Reporting options are: BLOCKED ROADS, SNOW DRIFT, or SNOW PLOW.

**Citizen:** Snow drift

**Agency:** (Step 1 of 3) What is the nearest address to the snow drift?

**Citizen:** [REDACTED] North Fork

**Agency:** (Step 2 of 3) Please text a brief description and/or upload an image, or text NONE.

**Citizen:** Ice on sidewalk <https://s3.amazonaws.com/iworq-...>

Photo Attached: [View image](#)

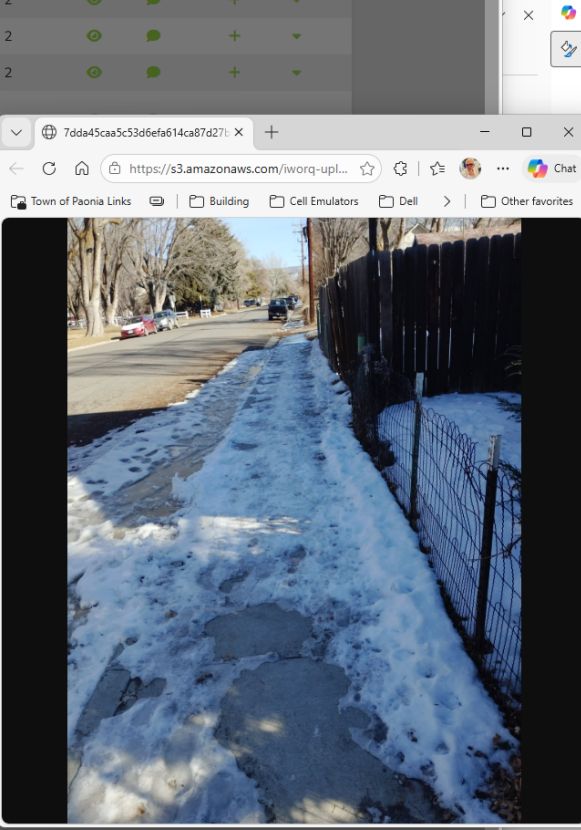
**Agency:** (Step 3 of 3) What is your name?

**Citizen:** [REDACTED]


**Agency:** Thank you for reporting! A representative from the town will look into your concern. The request # for your submission is: 874 [REDACTED]

Notifications Sent

Email: [servicerequests@townofpaonia.com](mailto:servicerequests@townofpaonia.com), [rubens@townofpaonia.com](mailto:rubens@townofpaonia.com)



The image shows a mobile browser window displaying a photo of a snow-covered sidewalk. The sidewalk is partially covered in snow, with some patches of pavement visible. A black fence runs along the right side of the sidewalk. In the background, there are trees and a street with parked cars. The browser address bar shows a URL starting with 'https://s3.amazonaws.com/iworq-upl...'. There are also some browser navigation icons and a 'Chat' button visible.



- Service Requests
- Inbox
  - Completed
  - Pending
  - Drafts
  - Sent Items
  - Deleted Items
  - Archive
- Conversation History
- Junk Email
- Outbox

# Stay Informed with Alerts

98% of text messages are read — so you'll never miss critical updates.



## Emergency Alerts

Severe weather, evacuations, public safety incidents



## Community Updates

Road closures, construction, event announcements



## Service Reminders

Holidays, trash schedules, permit deadlines



## Custom Notifications

Choose the alert categories that matter most to you

# Common Reporting Keywords

## POTHOLE

Road damage and paving issues

## ANIMAL CONTROL

Stray animals, wildlife concerns

## STREETLIGHT

Broken or flickering lights

## TRASH

Missed pickup or illegal dumping

## WATER LEAK

Water main breaks or leaks

## TREE DOWN

Fallen or hazardous trees

## CODE VIOLATION

Property or zoning violations

## SEWER

Sewer smells or backups



# Tips & FAQs

## ? Do I need to download an app?

No! TextMyGov works through your phone's built-in messaging app.

## ? Is the service free?

Yes, the service is free. Standard text messaging rates from your carrier may apply.

## ? When is it available?

Automated keyword responses work 24/7. Staff replies come during business hours.

## ? How do I opt out of alerts?

Text STOP to 91896 at any time to unsubscribe from notifications.

# Get Started Today

1

Save the Number

970-540-5550

2

Text HI

Send your first message to start exploring

3

Sign Up for Alerts

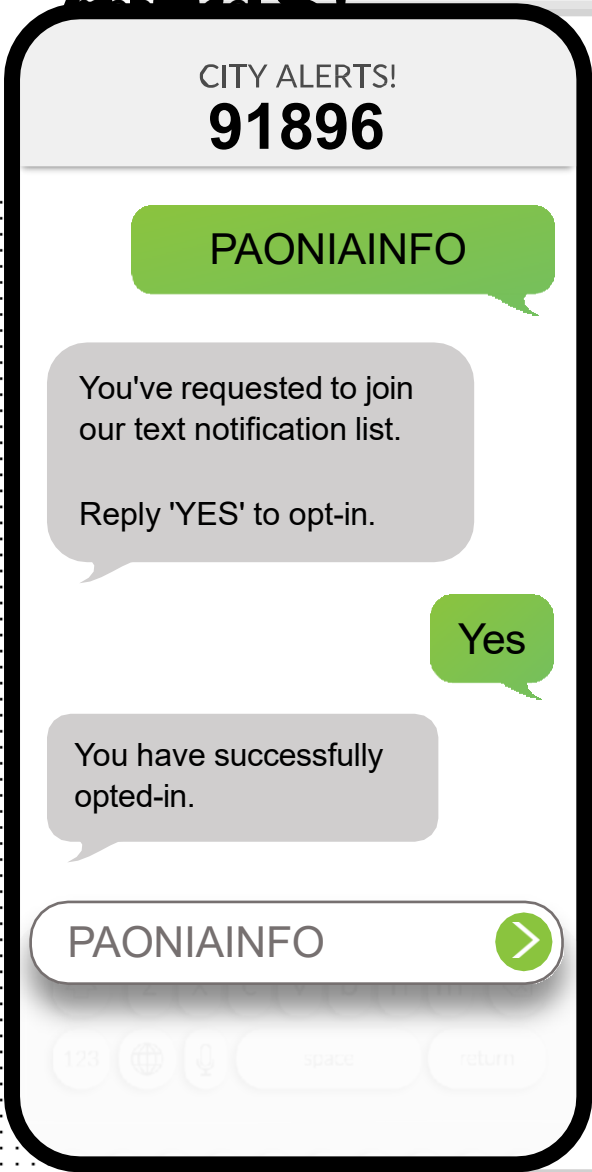
Text PAONIAINFO to 91896

**TextMyGov**<sup>®</sup>

*No apps. No downloads. No waiting. Just text.*

# Town of Text Alerts!

Get city updates sent directly to your phone via text



## Sign up to receive town text message notifications

Get started by sending any of the following notification lists:

- For Town-wide Notifications, text **“PAONIAINFO”** to **91896**
- For Public Notice Notifications, text **“PAONIANOTICES”** to **91896**
- For Street Closure Notifications, text **“PAONIASTREET”** to **91896**

### What to Expect:

- After the initial keyword is sent, you will receive a confirmation message asking you to reply **YES** to verify opt-in.
- You may receive multiple text messages a month with a notification for each alert category opted-in to.
- Message and data rates may apply. Check with your carrier for more details.
- You can text **STOP** at any time to remove yourself from ALL notification lists.

View terms and privacy policy info at: [textmygov.com/opt-in-terms-conditions](https://textmygov.com/opt-in-terms-conditions)





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

<b>AGENDA ITEM:</b>	Staff Reports: Town Administrator/Treasurer
<b>SUBMITTED BY:</b>	Daoine Bachran, Permit Coordinator
<b>DATE:</b>	5/21/2026
<b>BACKGROUND:</b>	<p>Based on the previous meeting’s discussion of the Smith Center repairs, Mayor Smith requested a status report for the project.</p> <p>Wednesday, 5/20/2026 SERVPRO of Montrose came in for asbestos sampling before the mold remediation scheduled to begin on 5/26/2026. During the sampling process, more mold was found along the south wall, so the expectation is that we will be close to the “worst case scenario” that the contractors bid.</p> <p>AB Electric was told they were awarded the contract – they are working on scheduling right now. Bids were presented to the board on 4/14/2026.</p> <p>Trustee Fischer and Coordinator Bachran have lists of contractors and repairs, and will be contacting them on 5/22/2026</p> <p>The list of repairs is as follows:</p> <ul style="list-style-type: none"> <li>• Screw in plywood ceiling every six inches</li> <li>• Add door to utility room</li> <li>• Replace interior door handles with single action locks</li> <li>• Move counter from under junction box in kitchen</li> <li>• Patch drywall over showers</li> <li>• Replace south wall and removed ceiling with plywood</li> </ul>
<b>BUDGET:</b>	<b>\$50,000</b>

<b>Spent:</b>	
Alpha Plumbing and Heating	\$3,500
<i>Installing 2 insulated p-trap guards and mixing valves under lavatory sinks, drain 3 bay sink in kitchen each separately into floor drain, install on-demand water heater expansion tank</i>	
Black Canyon Electric	\$1,450
<i>Investigation of building's electrical condition &amp; detailed code references - report delivered to board on 4/14/2026.</i>	
Phase Con Environmental Consultants	\$775
<i>Mold testing</i>	
<del>Phase Con Environmental Consultants</del>	<del>\$775</del>
<i>Asbestos Testing: Cancelled as Servpro provides \$755 asbestos testing</i>	
Servpro of Montrose	\$9,410.11
<i>Down payment for mold remediation and asbestos testing, estimates presented to the board and approved on 5/12/2026</i>	
<u>TOTAL</u>	<u>\$15,135.11</u>
<b>Known Expenses</b>	
Servpro of Montrose	\$9,410.11
AB Electric	\$7,375.00
<u>TOTAL</u>	<u>\$31,920.22</u>



# **Gunnison Outdoor Resources Protection Act**

*Homegrown Conservation for the Gunnison Basin*

**Presented by Melissa Newell**  
**Western Slope Conservation Center**



# What is the GORP Act?

The GORP Act is a **bipartisan** grassroots conservation effort that would **permanently protect over 730,000 acres** in and around the Gunnison Basin.

The GORP Act protects what makes the Gunnison Basin unique—its **working landscapes, wildlife habitat, waterways, and outdoor recreation opportunities**—while continuing to support the **local economy** and **traditional land uses**.

- Designates & expands public lands
- Safeguards ecological health
- Supports long-term economic resilience

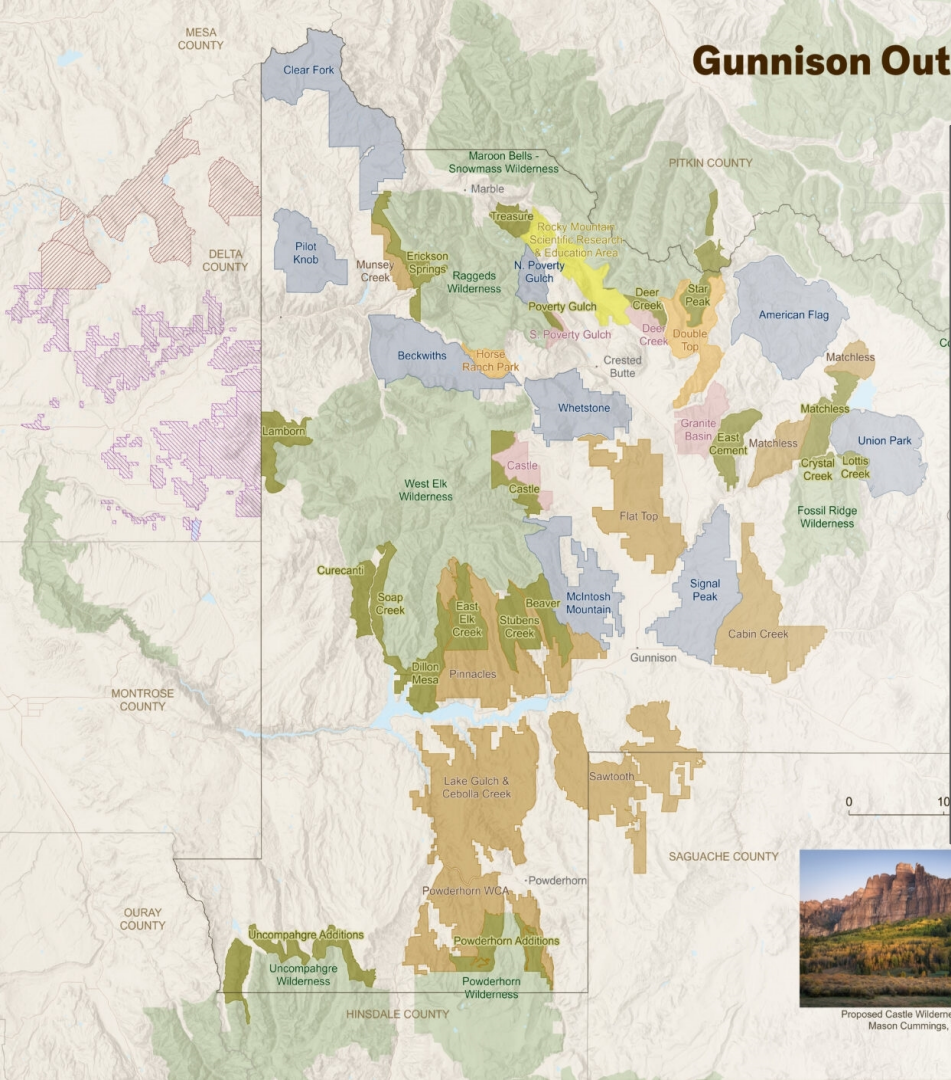




## Delta County Specific Provisions:

- **North Fork Valley Watershed Withdrawal:** Precludes 74,271 acres from future oil & gas development
- **No Surface Occupancy in GMUG National Forest Roadless Areas:** Precludes additional 49,422 acres from oil and gas surface work
- **Pleasure Park Boat Ramp Access in Perpetuity**

# Gunnison Outdoor Resources Protection Act



**North Fork Valley Watershed Designations**

**Lamborn Wilderness & Erickson Springs Wilderness Additions**

**Pilot Knob, Clear Fork, Beckwiths Special Management Areas**

**Horse Ranch Park Recreation Area**

**Munsey Creek Wildlife Conservation Area**



Proposed Castle Wilderness Addition  
Mason Cummings, TWS



Senator Bennet beginning work on GORP (2013)



Proposed Star Peak Wilderness  
Mason Cummings, TWS

Map by Mackenzie Boshier, Phil Hariger, TWS / September 2024. Sources: Natural Earth, State of Colorado.

# Collaborative Roots & Current Status

- **2014:** Gunnison Public Lands Initiative (GPLI) formed bringing together varying interest groups and stakeholders.
  - ◆ North Fork Alternative Plan developed through broad community collaboration.
- **2019:** GPLI released a proposal serving as the basis of the GORP Act legislation.
- **2024:** Delta County Commissioners offered their formal support along with five other county governments, municipal government officials, and Ute Mountain Ute Tribal leadership.
- **May 2025:** Senators Bennet & Hickenlooper and Representative Hurd bicamerally introduced the legislation to Congress.



# The Path Forward

Most public lands bills take years to get through Congress. Until Congress is more favorable, we will:

## **BUILD MOMENTUM & A STRONG FOUNDATION**

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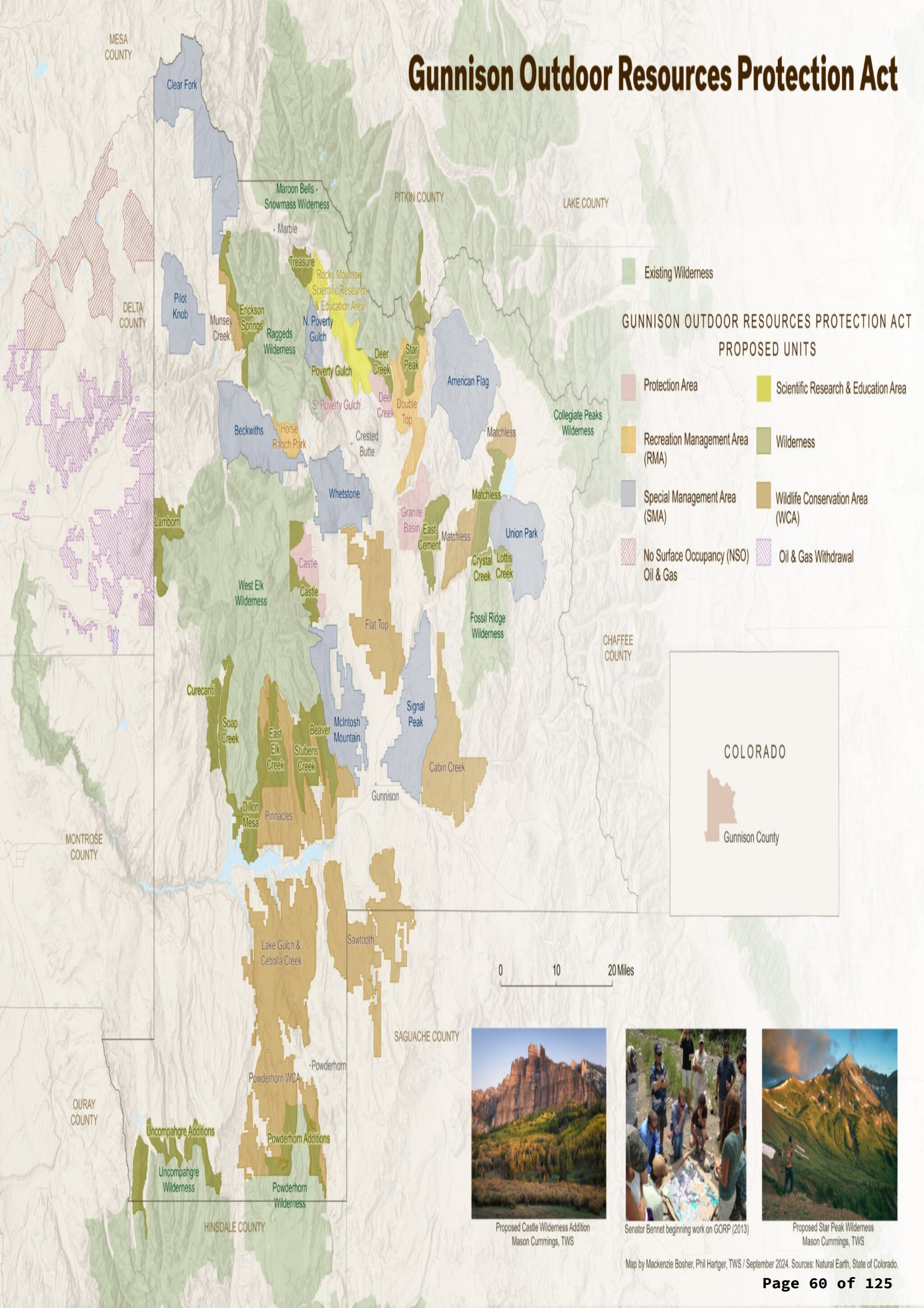
- Continue to engage Congressional delegation members
- Maintain support from local officials and municipalities
- Maintain, grow, and demonstrate stakeholder support with business partners, user groups, nongovernmental organizations, and the general public

# Thank you!

Questions? Reach out to:

Melissa Newell, Advocacy Coordinator  
Western Slope Conservation Center  
[melissa@theconservationcenter.org](mailto:melissa@theconservationcenter.org)

# Gunnison Outdoor Resources Protection Act



- GUNNISON OUTDOOR RESOURCES PROTECTION ACT PROPOSED UNITS**
- Existing Wilderness
  - Protection Area
  - Scientific Research & Education Area
  - Recreation Management Area (RMA)
  - Wilderness
  - Special Management Area (SMA)
  - Wildlife Conservation Area (WCA)
  - No Surface Occupancy (NSO) Oil & Gas
  - Oil & Gas Withdrawal



0 10 20 Miles



Proposed Castle Wilderness Addition  
Mason Cummings, TWS



Senator Bennet beginning work on GORP (2013)



Proposed Star Peak Wilderness  
Mason Cummings, TWS


Map by Mackenzie Boshier, Phil Hartger, TWS / September 2024. Sources: Natural Earth, State of Colorado.

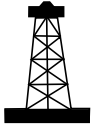



The GORP Act is a bipartisan grassroots conservation effort offering permanent protection of over 730,000 acres in and around the Gunnison Basin.

## Homegrown Conservation for Western Colorado


**GORP Act Benefits to Delta County**


 *North Fork Valley Watershed Withdrawal:* Precludes 74,271 acres from future oil & gas development.


 *No Surface Occupancy in GMUG National Forest Roadless Areas:* Precludes additional 49,422 acres from oil & gas surface work


 *Pleasure Park Boat Ramp Access:* Public access in perpetuity

### Collaborative Roots

 In 2014, the Gunnison Public Lands Initiative (GPLI) formed bringing together varying interest groups and stakeholders.

 In 2019, after years of stakeholder conversations, GPLI released a proposal serving as the basis of the GORP Act legislation.

 In 2024, Delta County Commissioners offered their formal support along with five other county governments, local government officials, and Ute Mountain Ute Tribal leadership.

 In 2025, Senators Bennet & Hickenlooper and Representative Hurd bicamerally introduced the legislation to Congress.



### Designation Categories & Acres of Land:

- Wildlife Conservation → 223, 865
- Special Management → 214,650
- Wilderness → 122,902
- Protected Areas → 20,542
- Recreation Management → 18,247
- Rocky Mountain Scientific Research & Education → 12,250

**WESTERN SLOPE CONSERVATION CENTER** 

Support our work at: [www.westernslopeconservation.org](http://www.westernslopeconservation.org)





The GORP Act offers

# BALANCE

The GORP Act safeguards the region’s local economy, world-class recreation, ranching heritage, wildlife habitat, and clean air and water while fostering rural western Colorado culture, values, and quality of life.

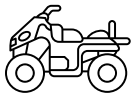
## Additional Benefits of the GORP Act:



Would allow for current mountain bike trails to continue unaffected



Would designate land held in trust for the Ute Mountain Ute Tribe at Pine Crest Ranch



Would allow for summer and winter motorized use on all roads and trails currently permitted by federal land management agencies



Would allow all existing water, livestock grazing, and private property rights to continue without change



Includes provisions to ensure that emergency responders continue to have access to respond to emergencies within all protected areas

“In the face of growing visitation and shifting land use, the GORP Act ensures that public lands in the Gunnison Basin remain healthy, accessible and productive — today and for future generations. “

- Grand Junction Daily Sentinel



## Ways to Support the GORP Act:



Receive **Action Alerts** from WSCC via e-newsletter and social media to know when to engage



Sign up for GORP specific newsletters from [gorpact.org/join-our-mailing-list](http://gorpact.org/join-our-mailing-list)



Write **representatives Bennet, Hickenlooper, and Hurd** expressing support for their advancement of the legislation



Share this **flyer with a friend** and let them know you support the GORP Act

To learn more about the GORP Act, visit:

[www.westernslopeconservation.org](http://www.westernslopeconservation.org)

or contact Melissa at:

[melissa@theconservationcenter.org](mailto:melissa@theconservationcenter.org)





## Town of Paonia

### Offices of the Mayor & Board of Trustees

**Paige Smith**, *Mayor*

**John Valentine**, *Mayor Pro-Tempore*

**Rick Stelter**, *Trustee*

**Walter Czech**, *Trustee*

**Lucy Hunter**, *Trustee*

**Kathy Swartz**, *Trustee*

August 27, 2024

Dear Senator Bennet,

Thank you for your ongoing work to protect public lands and watersheds in the Gunnison Outdoor Resources Protection (GORP) Act. We appreciate your commitment to community-driven conservation solutions, and for seeking public input throughout this process. We are supportive of this legislation for its potential to permanently protect significant portions of the North Fork Valley Watershed, including public lands in the upper watershed of Gunnison County, the source water areas for the Town of Paonia, and Jumbo Mountain.

The waters that flow through the river and ditch systems of the North Fork give life to our small farms and ranches. Big game, like elk and mule deer, utilize the lower-elevation areas in Delta County as winter habitat, and traverse the drainages to spend summer in the West Elks and Raggeds. Members of our community and visitors from around the county seek out the wild landscapes of this area, including accessible routes along the West Elk Scenic Byway, popular mountain biking areas, and hiking and horseback riding in wilderness areas.

Protected public lands contribute to a healthy environment, our quality of life, and local economies on the Western Slope. We support the inclusion of nearby areas in Gunnison County including the Clear Fork Special Management Area, Pilot Knob Special Management Area, Beckwiths Special Management Area, Horse Ranch Park Recreation Area, Munsey Creek Wildlife Conservation Area, Lamborn Wilderness Addition, and Erickson Springs Wilderness Addition.

We believe that the North Fork Valley Watershed withdrawal in the GORP Act would greatly benefit from legislative protections. Critically, the North Fork Valley Watershed withdrawal would apply to many of the Bureau of Land Management surface-managed areas in the County as well as the Delta County portion of Mt. Lamborn. No Surface Occupancy protections for Currant Creek, Electric Mountain, and Elk Park Roadless Areas in the Grand, Mesa, Uncompahgre and Gunnison National Forests would further protect land, water, and wildlife.

Protecting critical areas like the Town of Paonia's source water area and Jumbo Mountain, which had been previously open to oil and gas development would greatly benefit our community. The public lands and waterways of the North Fork Valley surround our communities and connect us. Protecting these connections and reducing carbon emission is especially important for climate change adaptation and mitigation.

Thank you,

Sign: Paige Smith  
Paige Smith, Mayor

## **Designations in the GORP Act**

Wildlife Conservation (8) → 223,865 acres

Special Management Areas (9) → 214,650

Wilderness Area (3 new + expansion of 6) → 122,902

Protected Areas (4) → 20,542

Recreation Management Area (2) → 18,247

Rocky Mountain Scientific Research & Education → 12,250

**North Fork Valley (NFV) Watershed Withdrawal** - Provides a fluid mineral withdrawal for many surface-managed BLM lands in the NFV watershed, including USFS surface managed portions in Delta County near Mt. Lamborn. No Surface Occupancy protections for Currant Creek, Electric Mountain, and Elk Park Roadless Areas in the Grand, Mesa, Uncompahgre and Gunnison (GMUG) National Forests. Does not affect hard rock mining or valid, existing rights. The GORP Act would protect the North Fork of the Gunnison Watershed through a withdrawal of 74,271 acres in the North Fork Valley from future oil and gas development. It applies a No Surface Occupancy stipulation to some 49,422 additional acres of Delta County GMUG National Forest land.

**Special Management Areas** - Managed to conserve, protect and enhance the natural, scenic, scientific, cultural, watershed, recreation, and wildlife resources. OHV and bicycles permitted on roads, trails and areas currently designated for those uses with exceptions for administrative and emergency uses. Within 3 years of enactment requires a winter travel management plan in areas currently without. Provides Secretary discretion to designate additional trails for OHV and bicycle use. Savings clause to allow for potential development on named trails including “Crested Butte to Paonia Trail” and “Crested Butte to Carbondale Trail”.

*The GORP Act would create **nine federally protected Special Management Areas** covering 214,650 acres, including:*

- *36,171 acres in the American Flag SMA around Brush, Cement, and Spring creeks;*
- *24,031 acres in the Beckwiths SMA around Kebler and Schofield passes;*
- *37,998 acres in the Clear Fork SMA around McClure Pass;*
- *5,476 acres in the North Poverty Gulch SMA around Kebler and Schofield passes;*
- *22,497 acres in the McIntosh Mountain SMA around Ohio Pass;*
- *16,973 acres in the Pilot Knob SMA around McClure Pass;*
- *28,345 acres in the Signal Peak SMA around Cabin Creek;*
- *22,483 acres in the Union Park SMA;*
- *20,676 acres in the Whetstone Headwaters SMA around Kebler and Schofield passes.*

**Wildlife Conservation Areas** - Managed to conserve, protect, enhance, and restore wildlife and wildlife habitat, and to conserve, protect, and enhance the natural, scenic, scientific, cultural, watershed, and recreation resources. OHV and bicycles permitted on roads, trails and

areas currently designated for those uses with exceptions for administrative and emergency uses. Within 3 years of enactment requires a winter travel management plan in areas currently without. Provides Secretary discretion to designated certain trails for bicycle use. Savings clause to allow for potential development on named trails including “Crested Butte to Carbondale Trail”.

*The legislation would create **eight Wildlife Conservation Areas** across 223,865 acres, including:*

- 29,518 acres in the Cabin Creek WCA;
- 28,844 acres in the Flat Top WCA;
- 50,535 acres in the Lake Gulch and Cebolla Creek WCA;
- 12,975 acres in the Matchless WCA;
- 3,281 acres in the Munsey Creek WCA;
- 27,395 acres in the Pinnacles WCA;
- 27,668 acres in the Powderhorn WCA;
- 43,109 acres in the Sawtooth WCA.

**Recreation Management Areas** - Managed to provide for and improve recreation resources, and to conserve, protect and enhance the natural, scenic, scientific, cultural, watershed, recreation, and wildlife resources. As with other designations, the RMAs would be withdrawn from future mining availability in order to enhance recreation opportunities. Regarding Horse Ranch Park, limits OHV, bicycles, and over snow vehicle uses to existing areas with exceptions for administrative and emergency use. The use of off-highway vehicles and bicycles in the Double Top RMA will remain on roads and trails where they are permitted on the date of enactment, with the exception of over-snow vehicles, which are generally prohibited within the Double Top RMA. Savings clause to allow for potential development on named trails including “Crested Butte to Paonia Trail”, “Crested Butte to Carbondale Trail”, and the “Dark Canyon Loop Trail.”

*The legislation would create **two Recreation Management Areas** covering 18,247 acres, including:*

- 14,734 acres in the Double Top RMA;
- 3,513 acres in the Horse Ranch Park RMA.

**Wilderness Areas** - Allows the Secretary to take appropriate actions to address fire, insect, and disease. The GORP legislation amends the Colorado Wilderness Act of 1993 by **adding 122,902 acres of federally designated wilderness to nine areas to preserve an area’s natural characteristics**. The legislation would add wilderness through expansion of the existing Raggeds, West Elk, Maroon Bells-Snowmass, Fossil Ridge, Uncompahgre, and Powderhorn

Wilderness Areas, in addition to the creation of three new wilderness areas: East Cement, Matchless, and Star Peak:

- 2,096 acres around Crystal Creek and Lottis Creek;
- 11,780 acres around Poverty Gulch, Erickson Springs, and Treasure Mountain;
- 8,656 acres creating the Matchless Wilderness Area;
- 7,684 acres creating the East Cement Wilderness Area;
- 7,210 acres creating the Star Peak Wilderness in the White River National Forest;
- 3,321 acres around Deer Creek inside the Maroon Bells-Snowmass Wilderness;
- 58,603 acres added to the West Elk Wilderness;
- 13,948 added to the Uncompahgre Wilderness;
- 9,604 acres added to the Powderhorn Wilderness.

**Protection Areas** - Like SMAs, the Protection Areas have broad purposes with an emphasis on preserving the natural and undeveloped character of the landscape. The GORP Act designates about 20,500 acres across four Protection Areas. Protection Areas would be withdrawn from future mining availability and the use of off-highway vehicles is generally prohibited in all but the Deer Creek Protection Area, where over-snow vehicles may be permitted on roads, trails, and areas where they are permitted on the date of enactment. Bicycles will also be permitted within the Protection Areas on roads and trails designated for such use on the date of enactment.

*The legislation would create **four Protection Areas** covering 20,542 acres, including:*

- 3,136 acres in the Deer Creek PA;
- 9,666 acres in the Granite Basin PA;
- 1,350 acres in the South Poverty Gulch PA;
- 6,390 acres in the Castle PA.

**Rocky Mountain Scientific Research & Education Area (RMSREA)** - The purpose of the RMSREA is to encourage preservation of the conditions necessary for natural science research and education while providing opportunities for the use of continually emerging techniques and methodologies in the conduct of such research and education. The area is subject to similar stipulations as other management areas, including withdrawal from future mining, and use of off-highway vehicles limited to roads designated for the use on the date of enactment. The use of bicycles is generally limited to roads and trails designated for that use on the date of enactment and on any new trails where the Forest Service determines that the use is consistent with the purposes of the RMSREA. The GORP Act designates the 12,250 acre RMSREA, which includes some of the key research areas for the Rocky Mountain Biological Laboratory.

**The GORP Act also includes provisions for transferring the Ute Mountain Ute Tribe's Pinecrest Ranch from fee ownership to trust ownership (18,529 acres) at the request of the Tribe.**

The GORP Act directs the Secretary of the Interior to take the title of the Ute Mountain Ute Tribe's Pinecrest Ranch into trust status, if requested by the Tribe, for the benefit of the Tribe. Lands that are held in trust for a Tribe enjoy a number of benefits for the Tribe. The lands would not be eligible for gaming activity under federal laws.

**Additional Provisions** - Covered areas are withdrawn from Mining and Mineral leasing laws. Fish and Wildlife continues to be the jurisdiction and responsibility of the State. Grazing rights unaffected. Allowance for fire, insect and disease treatments, vegetation management, and ecological restoration. Protects Water Rights and Tribal Rights and Uses. Provides for construction and decommissioning of temporary roads and trails.

**Savings Clauses** - The GORP Act lists a number of potential trails that would traverse through various designated areas. The GORP Act is neutral on these proposed trails, neither supporting nor opposing their development. Local land managers would retain authority to approve or deny these trails in the future, and trail development would be done in accordance with applicable law, including review under the National Environmental Policy Act (NEPA).



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# TOWN OF PAONIA COMPREHENSIVE SAFETY ACTION PLAN

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Project Update to Paonia Board of Trustees

May 26, 2026



# Agenda

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- **Project Background**
- **Town Goals**
- **Project Schedule & Scope**
- **Preview of Crash Data Findings**
- **Next Steps**
- **Q&A**



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# Project Background

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# Overview

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## Why are we doing this plan?

To address concerns about **transportation-related fatalities and serious injuries** within Paonia.

By analyzing data and identifying trends, the plan aims to create safer roadways for all users.

The goal is to reduce accidents and make the transportation network **safer and more efficient** for everyone.



# Comprehensive Safety Action Plan (CSAP)

## What is a CSAP?

A strategic approach to improving transportation safety within a specific area by **analyzing data on accidents and safety concerns, identifying problem areas, and developing recommendations** for projects, operational changes, and public awareness campaigns.

The CSAP focuses on creating **actionable steps** to reduce accidents and positions the Town to apply for future funding opportunities.





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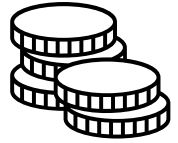
# Town Goals

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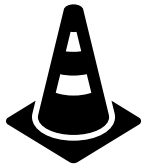


# Goals

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Position Town to pursue outside funding



Create safer roads



Create usable/maintainable sidewalks



Reduce overall calls for PD

# Goals

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Generate a list of priority projects



Address street functionality/utility upgrades



Ensure emergency vehicle access is maintained



Ensure recommendations are realistic, not aspirational



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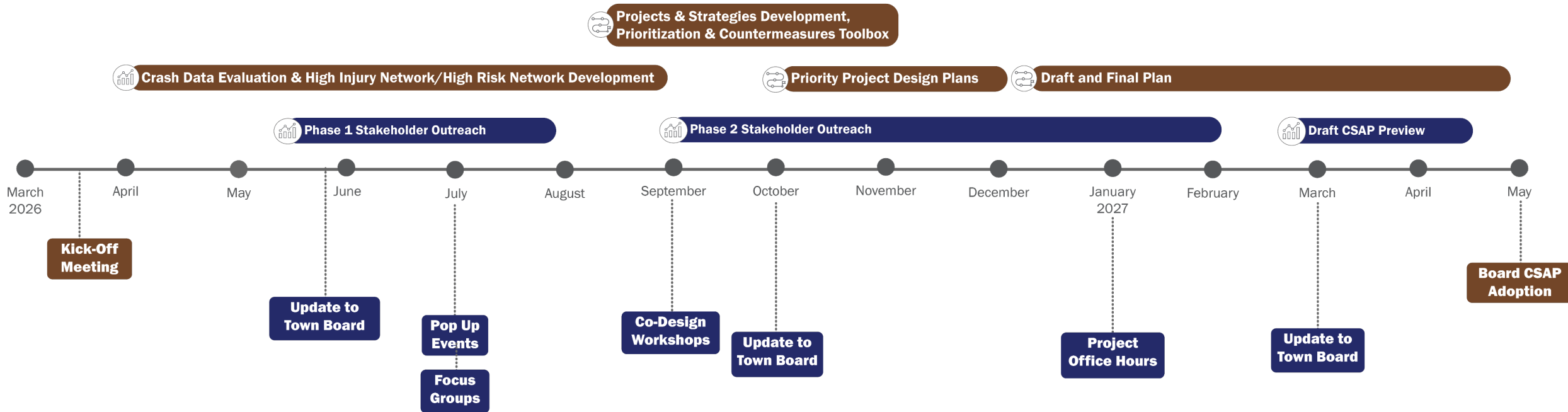
# Project Schedule & Scope

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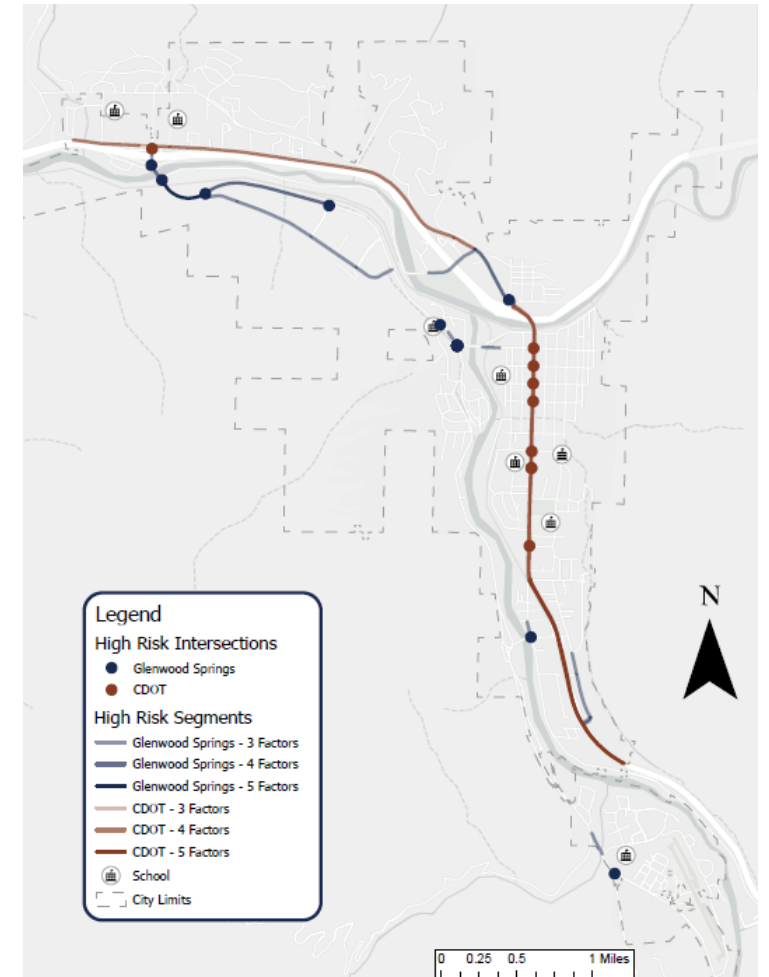
# Schedule

## Project Timeline



# Planning + Data Collection

- Existing Plans Review
- Crash Analysis & High Injury Network (HIN)
- Systemic Safety Analysis
- High Risk Network (HRN)



# HIN vs HRN: What's the Difference?

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## High Injury Network

### Addressing Crashes Today

*Identifies locations where the top injury crashes are occurring based on historical crash data*

## High Risk Network

### Preventing Crashes Tomorrow

*Identifies locations where there is high risk for potential crashes based on roadway characteristics*

# Community + Stakeholder Engagement

## What is the Public Involvement Plan?

- Guides how the community is engaged in the CSAP
- Defines **who** to engage (residents, businesses, partners)
- Outlines **how** engagement happens (strategies & activities)
- Explains **how input will shape the plan**
- Clarifies **phases, roles, and responsibilities**



# Community + Stakeholder Engagement

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## Phase 1: Listen and Learn

Spring 2026 - Summer 2026

*Listen to and learn from community experiences*

## Phase 2: Reflect and Dive In

Fall 2026 - Winter 2026/27

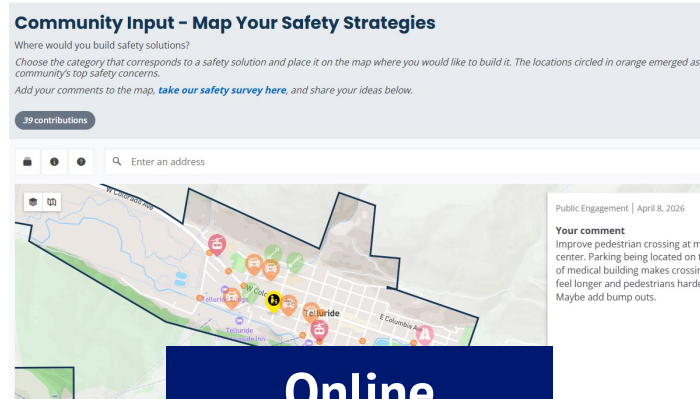
*Reflect on community input to shape draft recommendations*

# Community + Stakeholder Engagement



**In-Person**

- Pop-up Events
- Project Office Hours



**Online**

- Social Pinpoint Input Map
- Quick Poll Surveys



**Key Partners**

- Co-Design Workshops
- Updates to Town Board
- Regional Coordination Focus Groups

# Project Management Team & Role

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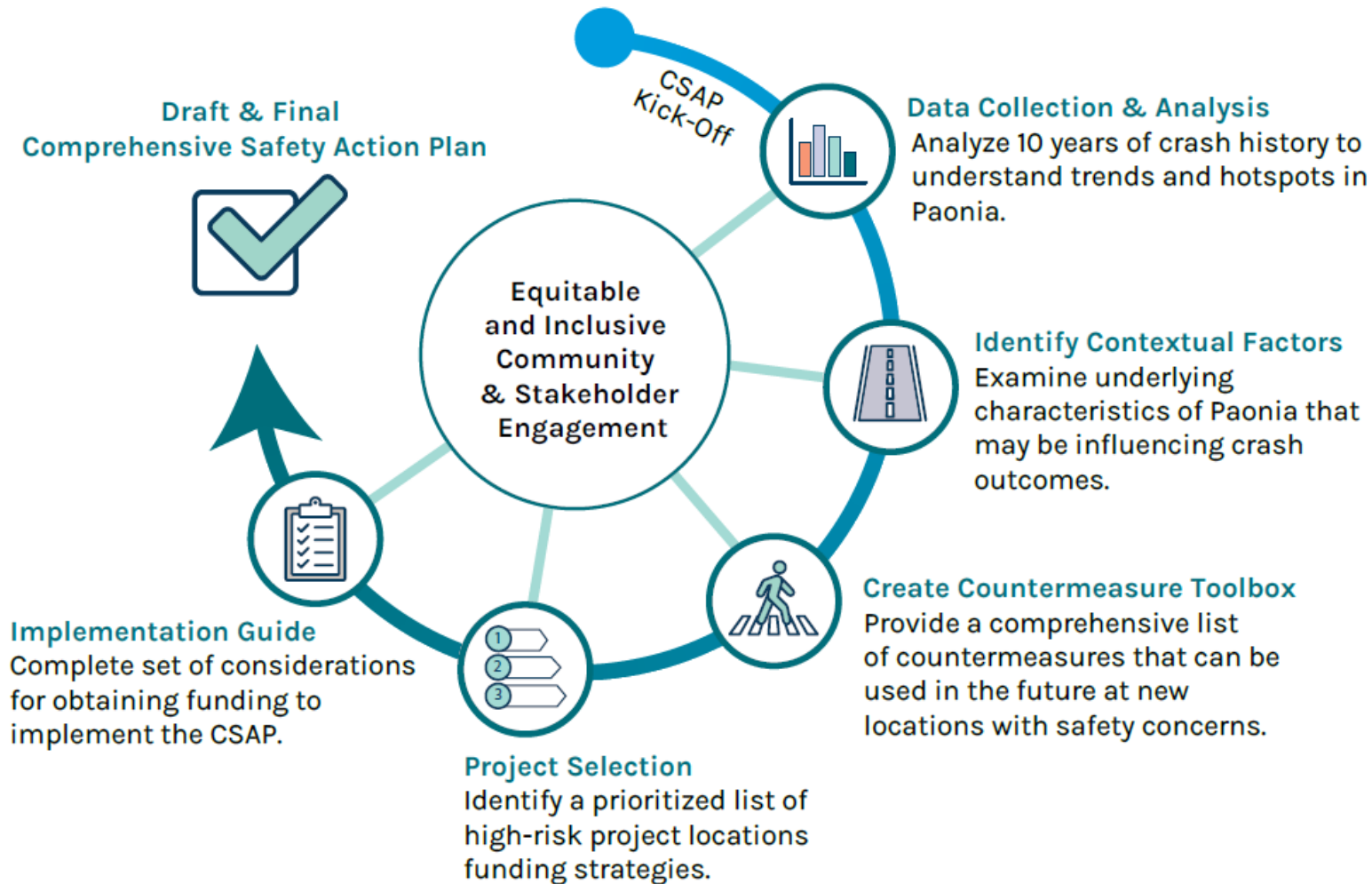
**Delta County**

**CDOT Region 3**

**Delta County  
School District**

- Review/provide feedback on safety analysis and draft recommendations
- Assist with outreach to specific communities/interest groups
- Review engagement materials & strategy
- Coordinate with officials, boards & partners
- Attend key meetings & events
- Advise on community expectations & timing

# Development of the CSAP



Priority Project Design Plans

# Reporting & SS4A Compliance

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S | S  
4 | A

Safe Streets and Roads for All

Self-Certification Eligibility Worksheet

1. Leadership commitment and goal setting
2. Planning structure
3. Safety analysis
4. Engagement and collaboration
5. Policy and process changes
6. Strategy and project selections
7. Progress and transparency



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# Preview of Crash Data Findings

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# Initial Findings: 2016-2025 Crash Analysis

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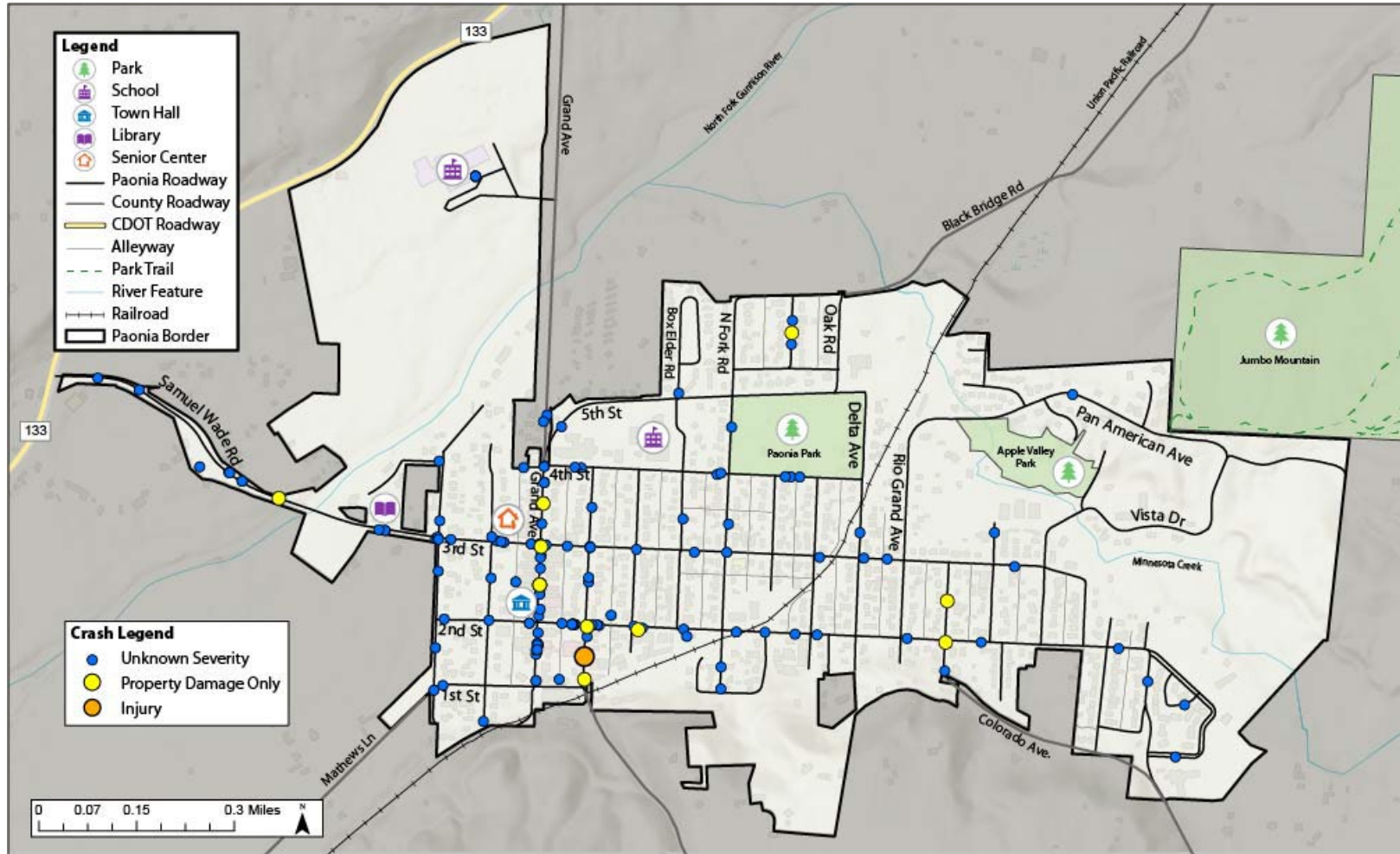
- **46 crashes within CDOT's dataset**
  - 45 crashes successfully linked to a crash in Paonia PD's list
- **170 crashes in Paonia PD's list**
  - ~47 crashes to be removed (private property crashes)
  - Received 114 police reports

# Crash Analysis Next Steps

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- **Review of Paonia PD crash reports to:**
  - Refine coordinate data for enhanced accuracy
  - Extract crash attributes of interest to populate crash data table/begin analysis
    - Seasonality
    - Crash types
    - Contributing factors
- **Gathering community feedback to:**
  - Better understand high-risk/near-miss areas
  - Refine potential High-Risk Network factors

# Map of Data Available-to-Date





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## Next Steps

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# Next Steps

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- Project team develops Social Pinpoint online input map/survey
- In-person engagement launches (Summer 2026)
- Continued crash data analysis

## Next Board Update

Fall 2026

*Phase 1 Outreach Summary, Crash  
Data Overview, HIN/HRN &  
Prioritization Update*



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# Q&A

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

<b>AGENDA ITEM:</b>	Consideration of Resolution 26-05 Appointment of Officers **PLEASE NOTE CORRECT NUMBERING**
<b>SUBMITTED BY:</b>	Samira Vetter, Town Clerk
<b>DATE:</b>	April 28, 2026
<b>BACKGROUND:</b>	CRS § 31-4-304 – Appointment of Officers – must be done within 30 days of election.
<b>BUDGET:</b>	n/a
<b>RECOMMENDATION:</b>	To adopt Resolution 26-05 – Appointment of Officers
<b>ATTACHMENT:</b>	Resolution 26-05 Paonia Municipal Code Sec 2-3-10 – Appointment of Officers Paonia Municipal Code Article 9 – Town Administrator Paonia Municipal Code Article 2 – General and Special Funds (Treasurer) CRS 31-4-110 – City Clerk Paonia Municipal Code Sec. 2-4-30 Appointment of Municipal Judge CRS 31-4-304 – References Town Attorney Duties

**TOWN OF PAONIA, COLORADO  
RESOLUTION 26-05**

**A RESOLUTION OF THE TOWN OF PAONIA, COLORADO REGARDING THE  
APPOINTMENT OF OFFICERS**

**WHEREAS**, C.R.S. 31-4-304 provides that, after each regular election, the Board of Trustees shall appoint a Clerk, Treasurer, and a Town Attorney; and may also appoint a Town Administrator and other officers deemed necessary for good governance; and

**WHEREAS**, the Paonia Municipal Code chapter 2, Article 3 Section 2-3-10 requires the appointment of officers by a vote of the Board of Trustees: and

**WHEREAS**, the Board of Trustees of the Town of Paonia, Colorado, is required to appoint officers to carry on the business of the town.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Paonia, Colorado, that the following persons are appointed:

Town Treasurer –

Town Clerk – Samira Vetter

Municipal Court Judge – Julie Huffman

Town Attorney – Clayton Buchner

Approved and Adopted May 22, 2026

Attest:

\_\_\_\_\_  
Samira M. Vetter, Town Clerk

\_\_\_\_\_  
Paige Smith, Mayor

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**Sec. 2-3-10. Appointed officers.**

- (a) In accordance with C.R.S. § 31-4-304, the following officer of the Town shall be appointed by a majority vote of the members of the Board of Trustees:
  - (1) Town Clerk;
  - (2) Town Treasurer; and
  - (3) Town Attorney.
- (b) The Town shall appoint a municipal judge in accordance with C.R.S. § 13-10-105 by a majority vote of the members of the Board of Trustees.
- (c) Said officers and the municipal judge shall hold their respective offices until their successors are duly appointed and qualified, provided however that no appointment of any officer shall continue beyond thirty (30) days after the members of the succeeding board of trustee have taken the oath of office in compliance with C.R.S. § 31-4-401, following the regular biennial election of the Town. Vacancies shall be filled by appointment of the Board of Trustees.

(Ord. No. 2016-02, § 1, 5-10-2016; Ord. No. 2020-07, § 2, 7-28-2020)

**Sec. 2-3-20. Powers and duties of officers.**

Appointed officers of the Town shall have such powers and perform such duties as are now or hereafter may be prescribed by state law and the ordinances of the Town, shall further perform any additional duties required by the Board of Trustees, and shall be subject to the control and orders of the Board of Trustees.

(Ord. No. 2014-04, § 1, 1-13-2015)

**Sec. 2-3-30. Oath of office; bond.**

- (a) When required by the Board of Trustees, each officer or employee, before entering upon the duties of his or her office, shall take and subscribe to an oath to support the Constitutions and laws of the United States and the State and the ordinances of the Town.
- (b) In all cases where, by law, ordinance or resolution of the Board of Trustees, a bond is required of any such officer, he or she shall make and execute to the Town a bond in such sum as is required, to be approved by the Board of Trustees, conditioned upon the faithful performance of all duties pertaining to such office, the proper care of all money or property of the Town coming into his or her hands and the proper accounting for or delivery of the same.

(Ord. No. 2014-04, § 1, 1-13-2015)

**Sec. 2-3-40. Removal of Town officers.**

By a majority vote of all members of the Board of Trustees, any appointed officer of the Town may be removed from office. No such removal shall be made without a charge in writing and an opportunity of hearing being given. Appointed officers or employees of the Town need not reside within the limits of the Town. A Municipal Judge may be removed during his or her term of office only for cause, as set forth in Section 13-10-105(2), C.R.S.

(Ord. No. 2014-04, § 1, 1-13-2015)

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**Sec. 2-3-50. Social Security.**

In the opinion of the Board of Trustees, the extension of the social security system to employees and officers of the Town will be of great benefit not only to the employees and officers by providing that said employees and officers may participate in the provision of the old-age and survivors insurance system, but also to the Town by the efficiency of its government.

(Ord. No. 2014-04, § 1, 1-13-2015)

## ARTICLE 9. TOWN ADMINISTRATOR

### **Sec. 2-9-10. Creation of town administrator position.**

There is hereby created and established, pursuant to and governed by the provisions of state law and this Municipal Code, the position of Town Administrator.

Ord. No. 2014-09, § 2(A), 1-13-2015)

### **Sec. 2-9-20. Board may delegate to administrator.**

All executive and administrative powers and duties of the Town government, except those which have been delegated to the Town Administrator pursuant to this Section, are vested with the Board of Trustees; provided also, that all powers and duties which have been delegated to the Town Administrator shall also be vested in the Board during a vacancy in the office of the Town Administrator.

Ord. No. 2014-09, § 2(B), 1-13-2015)

### **Sec. 2-9-30. Administrative and executive powers.**

Except as may be otherwise provided, the executive and administrative authority, powers, and duties of the Town shall be exercised or performed by the Town Administrator. Such authority, powers, and duties of the Town Administrator shall embrace the management, supervision, upkeep and construction of Town streets, alleys, public places, parks, buildings and shops and of public works, utilities and properties; the management of the Town's finances, accounts and funds, and the funds for which the Town may be a Trustee; the management, maintenance and safeguarding of the peace, health, welfare of the inhabitants of the Town; the abatement of nuisances; the purchase of supplies, materials, equipment, machines and apparatuses; and leasing or renting of same, which may be required in the administration of the Town's affairs; and the doing of every act, the performance of every duty, and the exercise of every power possessed by the Town, which shall not be in exercise of the legislative or judicial powers and duties of the Town.

Ord. No. 2014-09, § 2(C), 1-13-2015)

### **Sec. 2-9-40. Town administrator qualifications, powers and duties.**

The Board of Trustees may appoint some person with sufficient experience, education and training for the position, as Town Administrator, who shall have such authority and perform such duties of the Town not specifically delegated in this Section to some other appointive officer of the Town, as the Board may provide.

Ord. No. 2014-09, § 2(D), 1-13-2015)

### **Sec. 2-9-50. Bonds.**

The Board of Trustees shall require the Town Administrator to furnish a bond to the Town in such sum as it may determine conditioned upon his/her faithful performance of the duties of the office of Town Administrator.

Ord. No. 2014-09, § 2(E), 1-13-2015)



## ARTICLE 2. GENERAL AND SPECIAL FUNDS

### Sec. 4-2-10. Custody and management of funds.

Moneys in the funds created in this Chapter shall be in the custody of and managed by the Town Treasurer. The Town Treasurer shall maintain accounting records and account for all of said moneys as provided by law. Moneys in the funds of the Town shall be invested or deposited by the Town Treasurer in accordance with the provisions of law. All income from the assets of any fund shall become a part of the fund from which derived and shall be used for the purpose for which such fund was created; provided that, except as otherwise provided in this Code or by other ordinances or laws, the Board of Trustees may transfer out of any fund any amount at any time to be used for such purpose as the Board of Trustees may direct.

(Ord. No. 2014-04, § 1, 1-13-2015)

### Sec. 4-2-20. General Fund created.

There is hereby created a fund, to be known as the General Fund, which shall consist of the following:

- (1) All cash balances of the Town not specifically belonging to any existing special fund of the Town.
- (2) All fixed assets of the Town (to be separately designated in an account known as the General Fund Fixed Assets) not specifically belonging to any existing special fund of the Town.

(Ord. No. 2014-04, § 1, 1-13-2015)

### Sec. 4-2-30. Capital Improvement Fund created.

There is hereby created a special fund, to be known as the Capital Improvement Fund, and the funds therein shall be used only for the purposes allowed by law.

(Ord. No. 2014-04, § 1, 1-13-2015)

### Sec. 4-2-40. Conservation Trust Fund created.

There is hereby created a special fund, to be known as the Conservation Trust Fund, and the funds therein shall be used only for the purposes allowed by law.

(Ord. No. 2014-04, § 1, 1-13-2015)

### Sec. 4-2-50. Sales Tax Capital Improvement Fund created.

Pursuant to Section 29-2-111, C.R.S., there is hereby created a Sales Tax Capital Improvement Fund for the deposit of all revenues derived from the imposition of the additional one percent (1%) sales tax as provided in this Chapter. All monies deposited with said fund shall be used solely to provide for capital improvements to the Town.

(Ord. No. 92-02, § 7, 1992; Ord. No. 2014-04, § 1, 1-13-2015)

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**Sec. 4-2-60. Sewer Enterprise Fund created.**

There is hereby created a special fund, to be known as the Sewer Enterprise Fund, and the funds therein shall be used only for the purposes allowed by law. For provisions regarding the Water and Sewer Activity Enterprise, see Chapter 13, Article 4 of this Code.

(Ord. No. 2014-04, § 1, 1-13-2015)

**Sec. 4-2-70. Water Enterprise Fund created.**

There is hereby created a special fund, to be known as the Water Enterprise Fund, and the funds therein shall be used only for the purposes allowed by law. For provisions regarding the Water and Sewer Activity Enterprise, see Chapter 13, Article 4 of this Code.

(Ord. No. 2014-04, § 1, 1-13-2015)

**Sec. 4-2-80. Sidewalk replacement fund created.**

There is hereby created a special fund, to be known as the Sidewalk Replacement Fund, and the funds therein shall be used only for the purposes allowed by law.

(Ord. No. 2014-09, § 2(F), 1-13-2015)

## C.R.S. 31-4-110

### Copy Citation

Statutes current through Chapter 36 of the 2026 Regular Session, effective as of April 6, 2026. The text of this section is not final. It will not be final until compared to, and updated from, the text provided by the Colorado Office of Legislative Legal Services later this year.

**Colorado Revised Statutes Annotated Title 31. Government - Municipal (§§ 31-1-101 – 31-35-712) Corporate Class - Organization and Territory (Arts. 1 – 4) Article 4. Organizational Structure and Officers (Pts. 1 – 5) Part 1. Organizational Structure and Officers of Statutory Cities (§§ 31-4-101 – 31-4-113)**

### 31-4-110. City clerk - duties - city seal.

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**(1)** The city clerk shall have the custody of all the laws and ordinances of the city council, shall keep a regular record of the proceedings of the city council, in such form as determined by the council, and shall perform such other duties as may be required by statute or by the ordinances of the city. The clerk shall continue in office until a successor is appointed or elected and has complied with section 31-4-401.

**(2)** Each city council shall provide for the clerk's office a seal, which shall be the seal of the city, in the center of which shall be the word "Seal" and such other device as may be directed by ordinance and around the margin the name of the city and the state. Said seal shall be affixed to all transcripts, orders, or certificates which may be necessary or proper to authenticate under law or any ordinance of the city. For all attested certificates and transcripts other than those ordered by the city council, the same fees shall be paid to the clerk as are allowed to county officers for similar services.

### History

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**Source: L. 75:**Entire title R&RE, p. 1027, § 1, effective July 1. **L. 83:**(1) amended, p. 1255, § 5, effective July 1.

▼ Annotations

Research References & Practice Aids

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**Hierarchy Notes:**

C.R.S. Title 31

C.R.S. Title 31, Art. 4

State Notes

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Notes

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**Editor's note:**

This section is similar to former §§ 31-5-105 and 31-5-107 as they existed prior to 1975. For a detailed comparison, see the comparative tables in the back of the index.

Colorado Revised Statutes Annotated

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**Sec. 2-4-30. Appointment of Municipal Judge.**

The Municipal Court shall be presided over by a Municipal Judge, appointed for a term of two (2) years by ordinance of the Board of Trustees. Additional judges as may be needed to transact the business of the Court may be appointed by the Board of Trustees for such terms as necessary.

(Ord. No. 2014-04, § 1, 1-13-2015)

## C.R.S. 31-4-304

### Copy Citation

Statutes current through Chapter 36 of the 2026 Regular Session, effective as of April 6, 2026. The text of this section is not final. It will not be final until compared to, and updated from, the text provided by the Colorado Office of Legislative Legal Services later this year.

**Colorado Revised Statutes Annotated**    **Title 31. Government - Municipal (§§ 31-1-101 – 31-35-712)**    **Corporate Class - Organization and Territory (Arts. 1 – 4)**    **Article 4.**  
**Organizational Structure and Officers (Pts. 1 – 5)**    **Part 3. Organizational Structure and Officers of Statutory Towns (§§ 31-4-301 – 31-4-307)**

### 31-4-304. Appointment of officers - compensation.

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The board of trustees shall appoint a clerk, treasurer, and **town attorney**, or shall provide by ordinance for the election of such officers, and may appoint such other officers, including a town administrator, as it deems necessary for the good government of the corporation, and it shall prescribe by ordinance their duties when the same are not defined by law and the compensation or fees they are entitled to receive for their services. The board of trustees may require officers to take an oath or affirmation in accordance with section 24-12-101. The election of officers shall be at the regular election, and no appointment of any officer shall continue beyond thirty days after compliance with section 31-4-401 by the members of the succeeding board of trustees.

### History

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**Source: L. 75:**Entire title R&RE, p. 1034, § 1, effective July 1. **L. 83:**Entire section amended, p. 1258, § 12, effective July 1. **L. 91:**Entire section amended, p. 745, § 14, effective April 4. **L. 2018:**Entire section amended,(HB 18-1138), ch. 88, p. 698, § 29, effective August 8; entire section amended,(HB 18-1140), ch. 41, p. 464, § 7, effective August 8.

▼ Annotations

Research References & Practice Aids

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**Hierarchy Notes:**

C.R.S. Title 31

C.R.S. Title 31, Art. 4

State Notes

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Notes

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**Editor's note:**

- (1) This section is similar to former § 31-3-304 as it existed prior to 1975.
- (2) Amendments to this section by HB 18-1138 and HB 18-1140 were harmonized.

ANNOTATION

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**Law reviews.**

For note, "Rights of a Holdover Trustee Under Colorado Law of 1929", see 2 Rocky Mt. L. Rev. 254 (1930).

**Annotator's note.**

Since § 31-4-304 is similar to former § 31-3-304 prior to the 1975 repeal and reenactment of this title, and laws antecedent thereto, a relevant case construing a prior provision has been included in the annotations to this section.

**Duties of town attorney left to board.**

There is no statute defining the duties of **town attorneys** of incorporated **towns**, but under the provisions of this section, it is left to the board of trustees of such a municipality to fix and determine the character of services to be rendered and compensation to be paid to its attorneys. *Kinzie v. Haxtun*, 97 Colo. 456, 50 P.2d 545 (1935).

**Decisions by town attorney and manager are discretionary as a matter of law and entitled to official immunity**

if such decisions are of a judgmental, planning, or policy nature and the officials are acting in their official capacities and not outside the scope of their offices. *Troxel v. Town of Basalt*, 682 P.2d 501 (Colo. App. 1984).

## Research References & Practice Aids

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### **Cross references:**

(1) For the legislative declaration in HB 18-1138, see section 1 of chapter 88, Session Laws of Colorado 2018.

(2) For the legislative declaration in HB 18-1140, see section 1 of chapter 41, Session Laws of Colorado 2018.

Colorado Revised Statutes Annotated

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**Content Type:** Statutes and Legislation

**Terms:** Town Attorney

**Narrow By:** custom: custom Sources: Colorado Revised Statutes Annotated

**Date and Time:** Apr 25, 2026 07:20:02 a.m. EDT



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

<b>AGENDA ITEM:</b>	Update on Potential Alternative Security Cameras
<b>SUBMITTED BY:</b>	Samira Vetter – Town Clerk
<b>DATE:</b>	May 26, 2026
<b>BACKGROUND:</b>	<p>Per the Board motion made on May 12, 2026, staff reached out to the Town’s IT support team, Istonish, for recommendations regarding possible camera system replacements. Istonish responded that they did not have specific vendor recommendations, but referred staff to IQ Wired, the same company that previously provided the Town’s phone system recommendation. IQ Wired requested the Town’s camera system requirements on May 20, 2026, and staff provided the following:</p> <ul style="list-style-type: none"> <li>• Local, non-cloud storage, preferably HDD or SD card storage.</li> <li>• Coverage limited primarily to key infrastructure locations, including: <ul style="list-style-type: none"> <li>○ Water Plant: 2 cameras</li> <li>○ Wastewater Plant: 2 cameras</li> <li>○ Public Works Shop / Bulk Fill Station: 3 cameras</li> <li>○ Possible Town Hall front desk camera: 1 camera</li> <li>○ Total: up to 8 cameras</li> </ul> </li> <li>• Simple visual-only cameras, ideally with no audio recording.</li> <li>• Ability to share and limit access to specific Public Works and Police Department staff.</li> <li>• Preferred mobile device accessibility through IP address.</li> </ul> <p>As of May 22, 2026, staff has not yet received a response from IQ Wired; however, a follow-up has been initiated.</p>

	<p>Additionally, one of the public speakers from the May 12, 2026 Board meeting reached out to staff with a recommendation for a camera system available through Amazon.</p> <p>At this time, staff does not have specific vendor or system information to bring forward for Board consideration, but wanted to provide the Board with an update on the steps taken so far.</p>
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	
<b>ATTACHMENT:</b>	



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

<b>AGENDA ITEM:</b>	USGS Monitoring Station
<b>SUBMITTED BY:</b>	Jordan Redden
<b>DATE:</b>	05/21/2026
<b>BACKGROUND:</b>	<p>The USGS monitoring station is set up on the North Fork of the Gunnison River. The station collects data on flow in the river that is publicly available online. The Town enters an agreement with USGS each year for the months July- October. Upon looking into this agreement, I have been unable to find a reason the Town has a need for any of the data collected. The data collected is not used for our NPDES permit.</p>
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	I recommend that this agreement not be entered into this year.

<b>ATTACHMENT:</b>	Cover letter, USGS agreement invoice
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# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Colorado Water Science Center  
P.O. Box 25046, MS-415  
Denver, CO 80225

December 12, 2025

Mr. Stefen Wynn  
Town Administrator & Treasurer  
Town of Paonia  
214 Grand Ave.  
Paonia, Colorado 81428

Dear Mr. Wynn:

Enclosed is our standard joint-funding agreement 26REJFACO111 between the U.S. Geological Survey Colorado Water Science Center and Town of Paonia for negotiated deliverables (see table 1), during the period July 1, 2026 through October 31, 2026 in the amount of \$6,365 from your agency. U.S. Geological Survey contributions for this agreement are \$2,015 for a combined total of \$8,380. Please sign and return one fully-executed original to Meghan Patterson at mpatterson@usgs.gov or mail to the address above.

**Table 1.** 09134100 North Fork Gunnison River below Paonia, CO streamflow gaging station operations and maintenance, July through October 2026.

STATION NUMBER	STATION NAME	USGS OFFICE	PERIOD OF RECORD	USGS PRIORITY RANKING <sup>1</sup>	USGS MATCH RATE	2026 TOTAL COST	TOWN OF MINTURN FUNDS	USGS FUNDS
09134100	North Fork Gunnison River below Paonia, CO <sup>1,2</sup>	Grand Junction	2000 -	M	27.0%	\$ 8,380	\$ 6,365	\$ 2,015
<b>PROGRAM TOTAL</b>						<b>\$8,380</b>	<b>\$6,365</b>	<b>\$2,015</b>

<sup>1</sup>Ranking categories are derived from the USGS Prioritization Plan for Cooperatively Funded Streamgages in Colorado.

High-ranked gage, USGS match 33.1%; Medium ranked gage, USGS match 27.0%; Low ranked gage, USGS match 4.2%; Very Low ranked gage, USGS match 0.0%.

<sup>2</sup> Seasonal sites incur a fee for opening and/or closing visits and administrative costs.

Please note that we have implemented the Prioritization Plan for Cooperatively Funded Streamgages in Colorado. In accordance with the Prioritization Plan, the ranking of the gage covered by this agreement is “Medium” and USGS matching funds have been applied accordingly.

Federal law requires that we have a signed agreement before we start or continue work. To assist us in complying with this policy, we request that you return the signed agreement by **June 1, 2026**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact me at (970) 250-1542 or email bmoore@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Meghan Patterson at (303) 236-1450 or mpatterson@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Bryan G. Moore  
Supervisory Hydrologic Technician  
Western Colorado Office  
USGS Colorado Water Science Center

Enclosure  
26REJFACO111 (2)

Fixed Cost Agreement YES[ X ] NO[ ]

THIS AGREEMENT is entered into as of July 1, 2026, by the U.S. GEOLOGICAL SURVEY, Colorado Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Paonia party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$2,015 by the party of the first part during the period July 1, 2026 to October 31, 2026
- (b) \$6,365 by the party of the second part during the period July 1, 2026 to October 31, 2026
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0  
Description of the USGS regional/national program: NA
- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

9. Billing for this agreement will be rendered **semi-annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

U.S. Department of the Interior  
U.S. Geological Survey  
Joint Funding Agreement  
FOR  
Water Resource Investigations

Customer #: 6000001053  
Agreement #: 26REJFACO111  
Project #: RE00GVW  
TIN #: 98-0204600

**USGS Technical Point of Contact**

Name: Bryan Moore  
Supervisory Hydrologic Technician  
Address: 445 W. Gunnison Ave. Suite 130  
Grand Junction, CO 81501-5720  
Telephone: (n/a)  
Fax: (n/a)  
Email: bmoore@usgs.gov

**Customer Technical Point of Contact**

Name: Stefen Wynn  
Town Administrator & Treasurer  
Address: 214 Grand Ave.  
Paonia, Colorado 81428  
Telephone: (970) 527-4101  
Fax: (970) 527-4102  
Email: StefenW@townofpaonia.com

**USGS Billing Point of Contact**

Name: Meghan Patterson  
Budget Analyst  
Address: Box 25046 Denver Federal Center  
Lakewood, CO 80225  
Telephone: (720) 456-5081  
Fax: (303) 236-4912  
Email: mpatterson@usgs.gov

**Customer Billing Point of Contact**

Name: Stefen Wynn  
Town Administrator & Treasurer  
Address: 214 Grand Ave.  
Paonia, Colorado 81428  
Telephone: (970) 527-4101  
Fax: (970) 527-4102  
Email: StefenW@townofpaonia.com

U.S. Geological Survey  
United States  
Department of Interior

Town of Paonia

Signature

Signatures

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name: (Acting for ) Matt Ely  
Title: Director, COWSC

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:

By \_\_\_\_\_ Date: \_\_\_\_\_  
Name:  
Title:



# United States Department of the Interior

U.S. GEOLOGICAL SURVEY  
Colorado Water Science Center  
P.O. Box 25046, MS-415  
Denver, CO 80225

December 12, 2025

Mr. Stefen Wynn  
Town Administrator & Treasurer  
Town of Paonia  
214 Grand Ave.  
Paonia, Colorado 81428

Dear Mr. Wynn:

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The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Bryan G. Moore  
Supervisory Hydrologic Technician  
Western Colorado Office  
USGS Colorado Water Science Center

Enclosure  
26REJFACO111



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

<b>AGENDA ITEM:</b>	
<b>SUBMITTED BY:</b>	
<b>DATE:</b>	
<b>BACKGROUND:</b>	
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	
<b>ATTACHMENT:</b>	





PAONIA  
LAWN CARE

HOT

A-CALSON  
FAN BLADE  
FOR CASE





Quotation Number: CT1493455  
 Quote Sent Date: Nov 04, 2025  
 Expiration Date: Dec 04, 2025  
 Prepared By: Chris Taylor  
 Phone: +19704340647  
 Email: ctaylor@bobcatoftherockies.com

Customer  
**Town of Paonia**  
 Phone: +19705274101

Contact  
**Stefen Wynn**  
 Phone: +19705274101  
 Email: stefenw@townofpaonia.com

Dealer  
**Bobcat of the Rockies, Grand Junction, CO**  
 3184 HALL AVENUE  
 GRAND JUNCTION, CO, 81504-6036

Item Name	Item Number	Quantity	Price Each	Total
<b>ZT7000 Zero Turn Riding Mower</b>	M6228	1	16,031.60	16,031.60
<b>Standard Equipment:</b>		Transmission:		
Engine:		Hydro-Gear™ ZT-5400 2-Speed Hydrostatic Transaxle		
Kawasaki FX801V Gas Engine (61" & 72" Deck)		Operator Platform:		
Deck:		Instrumentation: Fuel Gauges, Hour meter and PTO		
AirFXTM Cutting System		Throttle and Choke Cables		
Air-Gap Baffles		12 V Plug Outlet		
XL Grass Discharge Chute		Key Switch		
Front bull-nose designed		Front Mounted Light		
Deep profile		Extra High Back Full Mechanical Suspension Seat		
Adjustable front lips		Padded Arm Rest		
Cast Iron Spindle Assemblies		Fore/Aft Adjustment		
Engine Compartment:		Seat Belt		
Rotating rear bumper		Roll Over Protective Structure (ROPS) meets OSHA		
2 inch hitch receiver		1928.51 & 1928.52		
Tires:		Meets standard ANSI/OPEI B71.4		
Drive Tires: 26 x 12 - 12 OTR		Anti-Vibration Foot Plate		
Caster Tires: 15 x 6.5 - 6 No Flat OTR		Operator Controls:		
		Hand Deck Lift Assist		
		Adjustable Foot Deck Lift Assist		
		Height of Cut Tethered Pin		
		Adjustable Control Levers		
		Fore/Aft/Up/Down		
		Warranty:		
		36 months, or 2000 hours whichever occurs first		
<b>72" Deck Package with EFI Engine</b>	M6228-P01-C06	1	2,287.48	2,287.48
<i>Included:</i> Kawasaki FX1000V EFI Engine 72" Side Discharge Mower Deck, Bobcat Seat,				
<b>BOSS-VAC PRO, 12BU DFS, COLL</b>	970651	1	4,041.24	4,041.24
<b>Orange Bumper Kit</b>	970656	1	100.58	100.58
<b>72" Deck Kit</b>	970614	1	852.42	852.42
Total for ZT7000 Zero Turn Riding Mower				23,313.32
<b>AE36 Tow-Behind Aerator</b>	7523792	1	4,250.06	4,250.06
<b>Standard Equipment:</b>		Transport Wheels:		
Hitch:		(2) 10.25 in x 3.25 in smooth-tread 2-ply semi-pneumatic		
Aeration:		Warranty:		
(48) 0.75 inch (19 mm) diameter coring tines requiring installation		2 years		

(6) cast iron aeration wheels with sintered bronze bushings contain (8) tines each Mounting points for an additional (48) tines				
	Total for AE36 Tow-Behind Aerator			4,250.06
<b>ZT Hitch Kit</b>	970315	1	20.08	20.08
	Total for ZT Hitch Kit			20.08
<b>AE36 Electric Lift Kit</b>	7531296	1	1,197.86	1,197.86
	Total for AE36 Electric Lift Kit			1,197.86
	Quote Subtotal			28,781.32
	Dealer PDI			904.67
	Destination Charges			664.00
	Dealer Assembly Charges			750.00
	<i>DEALER MAX MUNICIPAL DISCOUNT</i>			-8,100.00
	Sales Total before Taxes			22,999.99
	Taxes			0.00
	<b>Quote Total - USD</b>			<b>22,999.99</b>

<b>Customer Acceptance:</b>	
Quotation Number: CT1493455	Purchase Order: _____
<b>Authorized Signature:</b>	
Print: _____	Sign: _____
Date: _____	Email: _____ Tax Exempt: Y <input type="checkbox"/> / N <input type="checkbox"/>



**Vendor:**  
**Moridge Mfg. Inc.**  
 105 Old Highway 81 S.  
 P.O. Box 810  
 Moundridge, KS 67107

**Quoted by**  
**Gavin Dobson**  
 ,  
 P: (620) 345-8621

**Quoted for**  
**City of Paonia**  
 Paonia, CO 81428



**Contract ID:** #20468-22-6640  
**Contract Period:** 05/15/2022–05/14/2026  
 Quoted Nov 5, 2025

**Contact:**  
**Brent Dobson**  
[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**Gavin Dobson**

## Power Unit & Deck

	List	Contract
<b>Model 940G3 (532186)</b> 993cc Vanguard Big Block EFI gasoline engine with Electronic Throttle Control; "no-gears" G3 pump-and-wheel-motor transmission; Hydraulic Deck Lift; Premier Suspension Seat; integrated multi-point suspension with shock-absorbing footrest	\$19,035.00	\$14,847.30
<b>3472PF</b> – 72" w/ PowerFold & pneumatic tires standard (532979)	\$5,380.00	\$4,196.40

## Wholegoods

	List	Contract
<b>503218</b> – Counterweight - 50 lb. (One 50-lb. weight)	\$260.00	\$221.00
<b>503637</b> – Speed-Trimming Roller Kit (LT)	\$140.00	\$119.00

## Implements

	List	Contract
<b>533452</b> –AERA-vator - 60" - includes cart	\$8445.00	\$7178.25

## Powervac – Model 25 Fixed-Mount

	List	Contract
<b>503561</b> –Mount Kit for Model 25 Collectors - AIR-COOLED 700 / 900 Series	\$410.00	\$348.50
<b>503214</b> –Model 25 Lever-Actuated Hopper without mount for 700 & 900 Series	\$2930.00	\$2490.50
<b>503174</b> –Vac Drive Assembly 372 - Includes Med. Lift blades - fits 3472 Decks	\$1885.00	\$1602.25
<b>833686</b> –Exhaust Extension Kit - 700BT/937G3	\$17.15	\$14.58
<b>424414</b> –Flex Hose - 82 inch length	\$110.00	\$93.50

List Total: **\$38,612.15**

Contract: **\$31,111.28**

## Additional Pricing Adjustments

+ Freight	\$495.00
+ Set-Up	\$250.00

Grand Total: **\$31,856.28**

### Stipulation(s):

✓ Quote Expires in 30 days

**Make PO to:** Moridge Mfg. Inc.

**Fax PO to:**

**Email PO to:**

[bdobson@grasshoppermower.com](mailto:bdobson@grasshoppermower.com)

**PO #:** \_\_\_\_\_

**Approved by:** \_\_\_\_\_

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

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



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

<b>AGENDA ITEM:</b>	
<b>SUBMITTED BY:</b>	
<b>DATE:</b>	
<b>BACKGROUND:</b>	
<b>BUDGET:</b>	
<b>RECOMMENDATION:</b>	
<b>ATTACHMENT:</b>	



# Town of Paonia REQUEST FOR SERVICE

Date of Request 5/15/26

Citizen's Name David Bailey

Time of Request 11:00

Citizen's Address [Redacted] Niagara Ave

Employee \_\_\_\_\_

Citizen's Phone/Email [Redacted]

Abandoned Vehicle

Sidewalk

Traffic Problem

Animal Control

Sign

Trash

Code Violation

Snow Removal

Water/Sewer Line Break

Drainage Problem

Speeding

Water Quality

Meter Problem

Street Cleaning

Weeds

Parks

Street Light

Zoning

Street Patching

Other



Date(s) / Time / Location of Occurrence: \_\_\_\_\_

Description of Request/Problem/Concern: I would like a dead end sign put up on the existing pole at the end of the alley between main and Niagara Ave

Directed To: \_\_\_\_\_

Action Taken: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Action Taken: \_\_\_\_\_ Employee: \_\_\_\_\_



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

<b>AGENDA ITEM:</b>	Consideration and Discussion of Adding Two Standing Work Sessions a Month for information on Town Projects and Upcoming Agenda Items
<b>SUBMITTED BY:</b>	Samira Vetter, Town Clerk
<b>DATE:</b>	May 26, 2026
<b>BACKGROUND:</b>	<p>In a discussion about possible ways to help reduce the length of regular Board meetings, a suggestion was made to consider adding two standing work sessions per month to discuss projects, upcoming agenda items, or other topics that may benefit from additional review.</p> <p>Work sessions are generally more informal than regular meetings and can allow for more discussion, questions, and information-sharing between the Board and staff. The idea behind adding work sessions would be to create a separate opportunity, outside of the regular meeting date, for more involved, new, or complicated agenda items to be introduced and discussed before they come forward for formal Board action.</p> <p>This could allow the Board, staff, and the public to become more familiar with certain topics before the regular meeting packet is received. Having that familiarity ahead of time may help identify additional information the Board would like included in a future meeting packet, determine whether more research is needed, or clarify questions before the item comes forward for consideration. The goal would be to help regular meetings move more efficiently while still maintaining transparency, allowing for public input, and ensuring the Board has the information needed to conduct Town business. Work sessions could also be used to review new processes, discuss upcoming projects, or address other topics that may benefit from a less formal discussion setting. Additionally, a work session does not need a quorum since no formal action can be taken, so it isn't limited by having to have 4 trustees attend.</p> <p>If the Board is interested in exploring this option, it could discuss and establish parameters for the work sessions, including the day and time, expected length, public comment format, cancellation procedures, and the types of items appropriate for work session discussion.</p> <p>No decision has been made regarding this suggestion. This item is being brought forward only for discussion so the Board can share thoughts, concerns, or suggestions regarding whether standing work sessions may be useful.</p>
<b>BUDGET:</b>	N/A

<b>RECOMMENDATION:</b>	
<b>ATTACHMENT:</b>	