



TOWN OF PAONIA
214 GRAND AVENUE
REGULAR TOWN BOARD MEETING AGENDA
TUESDAY, JUNE 11, 2024 6:30 PM
[HTTPS://US02WEB.ZOOM.US/J/81567720953](https://us02web.zoom.us/j/81567720953)
MEETING ID: 815 6772 0953

Public Participation: Must raise hand and be recognized by the Mayor, come to the podium and state your name and the street on which you live. Time limit is 3 minutes, one time per item. Direct all comments to the Mayor. No responses will be made by staff or Board during the meeting. No derogatory or demeaning statements or public displays. Please be respectful.

Roll Call

Approval of Agenda

Announcements

'Pedal Smile Repeat': June is Bike Month in Colorado.

Wednesday, June 26th is Colorado Bike to Work day.

Appreciations- Trustee Swartz

Public Comment

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

Consent Agenda

[May 8, 2024 Special Meeting Minutes](#)
 May 13, 2024 Special Meeting Minutes
 May 28, 2024 Regular Meeting Minutes
 June 4, 2024 Special Meeting Minutes

[Disbursements](#)

Staff Reports

[Town](#) Administrator
[Police](#) Chief

Actions & Presentations

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

[Agenda Item #1: Consideration](#) of Contract for Town Attorney, Clayton Buchner

[Agenda Item #2: Special](#) Event Permit and Liquor License for Mountain Harvest Festival - North Fork Valley Creative Coalition, Amy DeLuca

[Agenda Item #3: Special](#) Event Permit and Liquor License for Pickin' at the Park- Pickin' Productions, Rob Miller & North Fork Valley Creative Coalition, Amy DeLuca

[Agenda Item #4: Consideration](#) of Approval of the University Services Agreement to Update the Town Park Tree Assessment for a 'Not to Exceed' Amount of \$1800.00

[Agenda Item #5: Consideration](#) of Memorandum of Agreement with Delta County for Maintenance of Grand Avenue (5th & Grand Realignment Project - Safe Pathways for Paonia)

Agenda Item #6: Consideration of Approval for the Purchase of a Replacement Shed for Apple Valley Park

Mayor & Trustee Reports

Adjournment

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 contexts 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.

**Minutes
Special Town Board Meeting
Town of Paonia, Colorado
May 08, 2024**

RECORD OF PROCEEDINGS

Roll Call

Mayor Smith calls the meeting to order at 4:00 pm

PRESENT

Mayor Paige Smith

Mayor Pro-Tem John Valentine

Trustee Kathy Swartz

Trustee Bill Brunner

Trustee Walter Czech

ABSENT

Trustee Rick Stelter

Approval of Agenda

Trustee Swartz makes a motion, seconded by Trustee Czech, to approve the agenda.

Motion carries unanimously.

Actions & Presentations

Katie Vera/Kathryn Sellars of Hoffmann, Parker, Wilson & Carberry

Members of the Board of Trustees proceed with introductions and interview.

Trustee Czech makes a motion, seconded by Mayor Pro-Tem Valentine, for a recess until 5:45PM.

Motion carries unanimously.

Meeting resumes at 5:45 PM

Clayton Buchner of CMB Law

Members of the Board of Trustees proceed with introductions and interview.

Adjournment

The meeting adjourns at 7:15 pm.

Samira M Vetter, Town Clerk

Paige Smith, Mayor

DRAFT

Minutes
Special Town Board Meeting
Town of Paonia, Colorado
May 13, 2024

RECORD OF PROCEEDINGS

Roll Call

The mayor calls the meeting to order at 4:08 pm.

PRESENT

Mayor Paige Smith

Mayor Pro-Tem John Valentine

Trustee Rick Stelter

Trustee Kathy Swartz

Trustee Bill Brunner

Trustee Walter Czech

ABSENT

Trustee Lucy Hunter

Approval of Agenda

Trustee Swartz makes a motion, seconded by Mayor Pro-Tem Valentine to approve the agenda.

The motion carries unanimously.

Actions & Presentations

John Mallonee

The Board of Trustees proceeds with introductions and interview.

Joseph Rivera of MDB&R LLP

The Board of Trustees proceeds with introductions and interview.

Executive Session

Mayor Pro-Tem Valentine makes a motion, seconded by Trustee Stelter, to go into an executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) - Town Attorney Contract

The motion carries unanimously.

Executive session begins at 6:39 PM.

Executive session ends at 7:03 PM.

Participating in the executive session were Mayor Smith, Mayor Pro-Tem Valentine, Trustee Stelter, Trustee Swartz, Trustee Brunner, Trustee Czech and Town Administrator Wynn.

No concerns are stated.

Trustee Stelter makes a motion, seconded by Mayor Pro-Tem Valentine, to have the Town Administrator follow up with candidate references and provide the Board of Trustees with a report.

The motion carries unanimously.

Adjournment

The meeting adjourns at 7:05 PM

Samira M Vetter, Town Clerk

Paige Smith, Mayor

Minutes
Regular Town Board Meeting
Town of Paonia, Colorado
May 28, 2024

RECORD OF PROCEEDINGS

Roll Call

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

PRESENT

Mayor Paige Smith
 Mayor Pro-Tem John Valentine
 Trustee Rick Stelter
 Trustee Kathy Swartz
 Trustee Bill Brunner (Zoom)
 Trustee Walter Czech

ABSENT

Trustee Lucy Hunter

Approval of Agenda

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

The motion carries unanimously.

Announcements

Public Comment

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

C. Patterson: comments about new flags for Polous Park

M. Neiremberger: comments about Pride flags

Consent Agenda

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

The motion carries unanimously.

Staff Reports

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

Agenda Item # 1- Request to Partner with the Town on Tree and Fence Projects on Shared Property Line at 209 Main Street.

Trustee Stelter makes a motion, seconded by Trustee Czech to direct the Tow Administrator to research the requests and costs and bring back a report and staff recommendation for the Board of Trustees at the June 25, 2024 meeting.

The motion carries unanimously.

Trustee Swartz makes a motion, seconded by Trustee Stelter to have a survey completed on the Town Hall parking lot before the June 25th meeting to identify boundary lines.

The motion carries unanimously.

Agenda Item #2 - Board & Staff Appointment to the Personnel Committee

Mayor Pro-Tem Valentine makes a motion, seconded by Trustee Czech, to appoint Mayor Smith, Trustee Swartz and Ruben Santiago to the Personnel Committee, with Trustee Stelter and JoAnn Katzer as alternates.

The motion carries unanimously.

Agenda Item #3 - Appreciations Proposal - Trustee Swartz

Trustee Swartz explains and answers questions about her proposal.

Public Comment:

S. Patterson: comments against the proposal

M. Neiremberger: comments against the proposal

Trustee Stelter makes a motion, seconded by Trustee Czech, to approve the 'Appreciations' proposal and re-evaluate at the July 23, 2024 Regular Meeting.

The motion carries unanimously.

Agenda Item #4 - Consideration of Approval to Task the Public Safety Committee with Researching Parking Issues on Grand Ave.

Trustee Brunner leaves the zoom meeting

Public Comment:

L. Thliveris: asks question about specifics

C. Patterson: asks questions about specifics

Board discussion: recap of Laura Chittenden's request at May 14, 2024 meeting, committee research process.

Trustee Stelter makes a motion, seconded by Mayor Pro-Tem Valentine, to ask the Public Safety Committee to research how to address the parking issues on the 100 and 200 blocks of Grand Ave in coordination with Town Staff.

The motion carries unanimously.

Mayor & Trustee Reports

Adjournment

The meeting adjourns at 6:54 PM.

Samira M Vetter, Town Clerk

Paige Smith, Mayor

Minutes
Special Town Board Meeting
Town of Paonia, Colorado
June 04, 2024

RECORD OF PROCEEDINGS

Roll Call

Approval of Agenda

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

Actions & Presentations

Consideration of Approval of Contract with Sustainable Solutions for the Paonia Municipal Code Rewrite

Trustee Stelter makes a motion, seconded by Trustee Czech to approve the contract with Sustainable Future's, LLC for Municipal Code Revision Services.

The motion carries unanimously.

Executive Session

An executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) - Town Attorney Contract

Action will be taken after the Executive Session

Trustee Stelter makes a motion, seconded by Trustee Czech, to go into an executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) - Town Attorney Contract.

The motion carries unanimously

Executive session starts at 6:52 PM.

Executive session ends at 7:34 PM.

The participants in the executive session were Mayor Smith, Mayor Pro-Tem Valentine, Trustee Stelter, Trustee Swartz, Trustee Brunner, Trustee Czech, Trustee Hunter, Town Administrator Wynn and Town Clerk Vetter.

Trustee Swartz makes a motion, seconded by Trustee Stelter, for Town Administrator Wynn to move forward with contract negotiations with Clayton M Buchner to be the Town Attorney.

Discussion includes travel costs and thanking other candidates.

The motion carries unanimously.

Adjournment

The meeting adjourns at 7:40 PM.

Samira M Vetter, Town Clerk

Paige Smith, Mayor

DRAFT

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Badger Meter, Inc.								
654	Badger Meter, Inc.	80159306	Annual Login License	05/29/2024	439.76		60-50-31 DUES & SUBSCRIPTIONS	06/30/2024
Total Badger Meter, Inc.:					439.76			
Black Hills Energy								
987	Black Hills Energy	0878832035-0	may useage 04182024-05202024	05/21/2024	70.08		10-46-28 UTILITIES	06/30/2024
987	Black Hills Energy	5058039592-0	may energy use 04182024-05202	05/21/2024	45.62		10-45-28 UTILITIES	06/30/2024
987	Black Hills Energy	5058039592-0	may energy use 04182024-05202	05/21/2024	45.62		60-50-28 UTILITIES	06/30/2024
987	Black Hills Energy	5058039592-0	may energy use 04182024-05202	05/21/2024	45.62		70-51-28 UTILITIES	06/30/2024
987	Black Hills Energy	5058039592-0	may energy use 04182024-05202	05/21/2024	45.63		80-52-28 UTILITIES	06/30/2024
987	Black Hills Energy	5315712897-0	may energy use	05/20/2024	45.60		10-41-28 UTILITIES	06/30/2024
987	Black Hills Energy	5315712897-0	may energy use	05/20/2024	45.61		10-42-28 UTILITIES	06/30/2024
987	Black Hills Energy	9843021504-0	may energy use 04182024-05202	05/21/2024	62.24		60-50-28 UTILITIES	06/30/2024
Total Black Hills Energy:					406.02			
Bolinger & Queen Inc								
14	Bolinger & Queen Inc	1357241	tubing stiffner, brass and pvc, bras	05/08/2024	141.93		60-50-22 REPAIRS & MAINTENANCE	06/30/2024
14	Bolinger & Queen Inc	1372251	NOZZLES	05/30/2024	534.50		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
Total Bolinger & Queen Inc:					676.43			
Bruin Waste								
1307	Bruin Waste	1834131	PORT-A-POTTY RENTAL LAMBO	05/29/2024	99.75		60-50-24 RENTALS	06/30/2024
1307	Bruin Waste	1834134	PORT-A-POTTY - TOWN PARK -	05/29/2024	231.00		10-46-24 RENTALS	06/30/2024
1307	Bruin Waste	1834176	PORT-A-POTTY - CEDAR HILL -	05/29/2024	168.00		60-50-24 RENTALS	06/30/2024
Total Bruin Waste:					498.75			
CEBT								
1320	CEBT	INV 0066814	BENEFITS PERIOD 2024-06	06/05/2024	16,989.00		10-0223 HEALTH/LIFE INSURANCE	06/30/2024
1320	CEBT	INV-0066208	BENEFITS PERIOD 2024-05	04/29/2024	17,724.00		10-0223 HEALTH/LIFE INSURANCE	06/30/2024
Total CEBT:					34,713.00			
CIRSA								
23	CIRSA	W24443	2023 WORK COMP PAYROLLAU	05/31/2024	128.00		10-45-10 WORKMENS COMPENSATIO	06/30/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total CIRSA:					128.00			
City of Delta								
24	City of Delta	06052024	Wastewater Analysis, BUILDING I	06/05/2024	7,691.00	10-43-20	LEGAL, ENGINEERING & PR	06/30/2024
Total City of Delta:					7,691.00			
CLOW VALVE COMPANY								
1339	CLOW VALVE COMPANY	IHY-00193	PRESSURE & TEMP FEES 01/01	05/20/2024	1,200.00	60-50-20	LEGAL, ENGINEERING & PR	05/31/2024
Total CLOW VALVE COMPANY:					1,200.00			
Delta County Landfill								
56	Delta County Landfill	420983	Landfill Fee	05/24/2024	565.25	80-52-42	LANDFILL FEES	06/30/2024
Total Delta County Landfill:					565.25			
Delta Montrose Electric Assn.								
43	Delta Montrose Electric Assn.	4002612	66210 UTILITIES	06/03/2024	39.99	10-41-29	TELEPHONE & INTERNET	06/30/2024
43	Delta Montrose Electric Assn.	4002612	66210 UTILITIES	06/03/2024	39.99	10-42-29	TELEPHONE & INTERNET	06/30/2024
43	Delta Montrose Electric Assn.	4002612	66210 UTILITIES	06/03/2024	79.99	60-50-29	TELEPHONE & INTERNET	06/30/2024
43	Delta Montrose Electric Assn.	4002612	66210 UTILITIES	06/03/2024	79.99	70-51-29	TELEPHONE & INTERNET	06/30/2024
43	Delta Montrose Electric Assn.	4002612	66210 UTILITIES	06/03/2024	79.99	80-52-29	TELEPHONE & INTERNET	06/30/2024
43	Delta Montrose Electric Assn.	4002612	271710 UTILITIES	06/03/2024	129.94	60-50-29	TELEPHONE & INTERNET	06/30/2024
43	Delta Montrose Electric Assn.	4002612	1198710 UTILITIES	06/03/2024	79.95	10-45-29	TELEPHONE & INTERNET	06/30/2024
43	Delta Montrose Electric Assn.	4002612	1277710 UTILITIES	06/03/2024	79.95	70-51-29	TELEPHONE & INTERNET	06/30/2024
43	Delta Montrose Electric Assn.	402611	3080095000 UTILITIES	06/03/2024	1,437.09	60-50-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3080629100 UTILITIES	06/03/2024	205.73	60-50-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3100701901 UTILITIES	06/03/2024	115.98	60-50-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3100003000 UTILITIES	06/03/2024	45.54	60-50-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3080270000 UTILITIES	06/03/2024	37.72	10-46-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3200125000 UTILITIES	06/03/2024	692.16	10-45-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3200690300 UTILITIES	06/03/2024	102.07	10-41-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3200690300 UTILITIES	06/03/2024	102.07	10-42-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3140305400 UTILITIES	06/03/2024	146.77	10-46-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3180027500 UTILITIES	06/03/2024	114.92	10-45-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3140124001 UTILITIES	06/03/2024	46.67	10-45-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	20992900 UTILITIES	06/03/2024	37.25	10-46-28	UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3120200000 UTILITIES	06/03/2024	31.57	10-46-28	UTILITIES	06/30/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
43	Delta Montrose Electric Assn.	402611	3140308201 UTILITIES	06/03/2024	31.21		10-46-28 UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	3140015008 UTILITIES	06/03/2024	30.50		10-46-28 UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	9805013000 UTILITIES	06/03/2024	30.50		10-46-28 UTILITIES	06/30/2024
43	Delta Montrose Electric Assn.	402611	20886100 UTILITIES	06/03/2024	3,011.08		70-51-28 UTILITIES	06/30/2024
Total Delta Montrose Electric Assn.:					6,828.62			

Dependable Lumber, Inc.

46	Dependable Lumber, Inc.	2405-032640	PAPER TOWELS	05/04/2024	7.16		60-50-25 SHOP EXPENSE	05/31/2024
46	Dependable Lumber, Inc.	2405-033230	Plain spikes bright	05/08/2024	27.13		10-46-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-033557	Galv Coupling/Stop & MPT Straig	05/10/2024	12.28		60-50-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-033581	blk safe walk	05/10/2024	85.54		10-45-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-033980	MTL Disc & STL Flap Disc	05/13/2024	15.28		10-45-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-033993	Water Break Peony Lane	05/13/2024	11.47		60-50-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-034187	Wasp/Hornet Kill	05/14/2024	5.99		10-45-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-034265	Work gloves	05/15/2024	5.99		80-52-16 OPERATING SUPPLIES	05/31/2024
46	Dependable Lumber, Inc.	2405-034500	ADA ML MPT S	05/16/2024	5.98		10-46-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-034580	Magnet torpedo level	05/16/2024	9.99		10-45-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-034654	IRRIGATION BOX	05/16/2024	10.48		10-46-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-034715	GLOVES FOR TRASH	05/17/2024	11.49		80-52-16 OPERATING SUPPLIES	05/31/2024
46	Dependable Lumber, Inc.	2405-034855	NAIL PIN ANCHOR	05/17/2024	.52		60-50-25 SHOP EXPENSE	05/31/2024
46	Dependable Lumber, Inc.	2405-034855	NAIL PIN ANCHOR	05/17/2024	.52		80-52-25 SHOP EXPENSE	05/31/2024
46	Dependable Lumber, Inc.	2405-034855	NAIL PIN ANCHOR	05/17/2024	.52		10-45-25 SHOP EXPENSE	05/31/2024
46	Dependable Lumber, Inc.	2405-034855	NAIL PIN ANCHOR	05/17/2024	.52		70-51-25 SHOP EXPENSE	05/31/2024
46	Dependable Lumber, Inc.	2405-034855	NAIL PIN ANCHOR	05/17/2024	.52		10-46-25 SHOP EXPENSE	05/31/2024
46	Dependable Lumber, Inc.	2405-035070	GLOVES LATEX THERM	05/20/2024	11.49		80-52-16 OPERATING SUPPLIES	05/31/2024
46	Dependable Lumber, Inc.	2405-035318	TANK LEVER FRONT	05/21/2024	9.29		10-46-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-035329	FLUSH LEVER PARKS BATHRO	05/21/2024	12.49		10-46-22 REPAIRS & MAINTENANCE	05/31/2024
46	Dependable Lumber, Inc.	2405-035352	STR VALVE PARKS BATHROOM	05/21/2024	12.99		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2405-035405	PARKS - WEEDWACKER STRIN	05/21/2024	51.97		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2405-035422	HITCH PIN CLIP	05/21/2024	.58		10-45-23 VEHICLE EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2405-035422	HITCH PIN CLIP	05/21/2024	.57		10-46-23 VEHICLE EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2405-035422	HITCH PIN CLIP	05/21/2024	.57		70-51-23 VEHICLE EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2405-035422	HITCH PIN CLIP	05/21/2024	.57		60-50-23 VEHICLE EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2405-035424	STAR DRIVE SCRW	05/21/2024	7.58		10-43-73 BUILDING IMPROVEMENTS	06/30/2024
46	Dependable Lumber, Inc.	2405-035572	CONCRETE FOR DITCH LINE	05/22/2024	45.95		10-46-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2405-035578	WOOD FOR PARKS	05/22/2024	9.92		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2405-035579	CAP BLOCK	05/22/2024	.88		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2405-035697	WATER COVER	05/23/2024	8.98		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2405-035708	PARK DITCH	05/23/2024	25.99		10-46-22 REPAIRS & MAINTENANCE	06/30/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
46	Dependable Lumber, Inc.	2405-035714	PARK DITCH	05/23/2024	2.46		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
46	Dependable Lumber, Inc.	2405-036383	CAP BLOCK	05/28/2024	9.52		60-50-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2405-036383	CAP BLOCK	05/28/2024	9.52		70-51-25 SHOP EXPENSE	06/30/2024
46	Dependable Lumber, Inc.	2405-036749	SEGMEN DISC FOR TOWN HAL	05/30/2024	36.99		10-43-73 BUILDING IMPROVEMENTS	06/30/2024
Total Dependable Lumber, Inc.:					469.69			
Empower Trust Company LLC								
1190	Empower Trust Company LLC	05312024	Retirement Plan PPE	05/31/2024	3,537.63		10-0220 RETIREMENT PLAN	06/30/2024
Total Empower Trust Company LLC:					3,537.63			
ENVIRO-CHEM ANALYTICAL INC								
1221	ENVIRO-CHEM ANALYTICAL IN	1417865C	LAB TESTS	05/13/2024	130.60		70-51-20 LEGAL, ENGINEERING & PR	06/30/2024
Total ENVIRO-CHEM ANALYTICAL INC:					130.60			
Fire & Police Pension Assn.								
63	Fire & Police Pension Assn.	PPE05242024	Payroll Ending 05/24/2024	05/11/2024	3,048.17		10-42-11 FPPA PENSION	06/30/2024
63	Fire & Police Pension Assn.	PPE05242024	Payroll Ending 05/24/2024	05/11/2024	498.78		10-42-12 FPPA D&D	06/30/2024
Total Fire & Police Pension Assn.:					3,546.95			
Kelly PC								
1277	Kelly PC	06022024	PROF. LEGAL SVS. THROUGH	06/02/2024	3,360.50		10-41-20 LEGAL, ENGINEERING & PR	06/30/2024
Total Kelly PC:					3,360.50			
NAPA - Paonia Auto Parts								
122	NAPA - Paonia Auto Parts	411175	Spin on fluid filter 2020 freightliner	05/07/2024	74.52		80-52-23 VEHICLE EXPENSE	06/30/2024
122	NAPA - Paonia Auto Parts	411184	Blue 15W40 1 gal	05/07/2024	59.00		80-52-23 VEHICLE EXPENSE	06/30/2024
122	NAPA - Paonia Auto Parts	411603	Fuel filter and additive for old blue	05/22/2024	34.06		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
Total NAPA - Paonia Auto Parts:					167.58			
Pan American Homeowners Assn.								
552	Pan American Homeowners Assn.	2024 DUES	ANNUAL DUES FOR 2024	06/01/2024	125.00		60-50-31 DUES & SUBSCRIPTIONS	06/30/2024
Total Pan American Homeowners Assn.:					125.00			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Paonia Farm & Home Supply Inc								
125	Paonia Farm & Home Supply Inc	187588	Bushing PVC and SCH80 Nipples	05/07/2024	6.28		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	187672	SCH80 nipple and Elbow PVC	05/08/2024	4.28		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	1877785	Steel Goods and Fasteners	05/09/2024	20.58		10-45-22 REPAIRS & MAINTENANCE	05/31/2024
125	Paonia Farm & Home Supply Inc	187912	Steel Fasteners	05/10/2024	1.44		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	188337	Bushing PVC and SCH80 Nipples	05/14/2024	6.28		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	188444	potting soil pallet	05/14/2024	68.37		10-46-16 OPERATING SUPPLIES	06/30/2024
125	Paonia Farm & Home Supply Inc	188564	Extension cords for owls in comm	05/15/2024	39.98		10-41-15 OFFICE SUPPLIES	06/30/2024
125	Paonia Farm & Home Supply Inc	188567	Bushing PVC, Coupling, SH80 Ni	05/15/2024	28.49		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	188868	Sprinkler Parts	05/17/2024	14.74		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	189201	paint and primer	05/20/2024	112.98		10-41-73 BUILDING IMPROVEMENTS	06/30/2024
125	Paonia Farm & Home Supply Inc	189281	drop cloth and paint supplies	05/21/2024	15.37		10-41-73 BUILDING IMPROVEMENTS	06/30/2024
125	Paonia Farm & Home Supply Inc	189298	painting supplies	05/21/2024	25.35		10-41-73 BUILDING IMPROVEMENTS	06/30/2024
125	Paonia Farm & Home Supply Inc	189332	Brushes	05/21/2024	8.98		10-41-25 TOWN HALL EXPENSE	06/30/2024
125	Paonia Farm & Home Supply Inc	189336	paint and primer	05/21/2024	57.99		10-41-73 BUILDING IMPROVEMENTS	06/30/2024
125	Paonia Farm & Home Supply Inc	189346	PVC, SCH80 Nipples	05/21/2024	7.97		10-46-22 REPAIRS & MAINTENANCE	05/31/2024
125	Paonia Farm & Home Supply Inc	189346	PVC, SCH80 Nipples	05/21/2024	7.97		10-46-22 REPAIRS & MAINTENANCE	06/30/2024
125	Paonia Farm & Home Supply Inc	189355	drop cloth	05/21/2024	6.98		10-41-73 BUILDING IMPROVEMENTS	06/30/2024
125	Paonia Farm & Home Supply Inc	189558	parts for air compressor at shop	05/24/2024	4.06		60-50-22 REPAIRS & MAINTENANCE	05/31/2024
125	Paonia Farm & Home Supply Inc	189558	parts for air compressors in shop	05/24/2024	4.06		10-45-22 REPAIRS & MAINTENANCE	05/31/2024
125	Paonia Farm & Home Supply Inc	189558	parts for air compressor in shop	05/24/2024	4.06		70-51-22 REPAIRS & MAINTENANCE	05/31/2024
Total Paonia Farm & Home Supply Inc:					446.21			
SGM, INC.								
1335	SGM, INC.	2013-471.014-1	5TH STREET/GRAND REALIGN	05/27/2024	2,596.00		10-45-20 LEGAL, ENGINEERING & PR	06/30/2024
1335	SGM, INC.	2013-471.014-	5TH STREET/GRAND REALIGN.	05/20/2024	22,554.88		10-45-20 LEGAL, ENGINEERING & PR	06/30/2024
1335	SGM, INC.	2013-471013-1	2mg tank re-coating professioanl	05/20/2024	1,224.75		60-50-20 LEGAL, ENGINEERING & PR	06/30/2024
Total SGM, INC.:					26,375.63			
Shums Coda Associates								
1170	Shums Coda Associates	17903	PLAN REVIEW SVS FOR APRIL	06/03/2024	2,400.00		10-43-20 LEGAL, ENGINEERING & PR	06/30/2024
1170	Shums Coda Associates	17904	PLAN REVIEW SVS FOR MAY 20	06/03/2024	2,960.00		10-43-20 LEGAL, ENGINEERING & PR	06/30/2024
Total Shums Coda Associates:					5,360.00			
Southwestern Systems, Inc								
152	Southwestern Systems, Inc	203335	Jet Clean & TV Inspection - TOW	05/23/2024	1,110.00		10-46-42 CONTRACT SERVICES	06/30/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total Southwestern Systems, Inc:					1,110.00			
Tiger Electric Inc								
843	Tiger Electric Inc	16527	Re-routed out of way of the door a	05/09/2024	1,855.14		10-42-73 BUILDING IMPROVEMENTS	06/30/2024
Total Tiger Electric Inc:					1,855.14			
UCI								
1388	UCI	RE247E00244	STOP & SPEED LIMIT SIGNS	05/15/2024	5,188.51		10-45-70 CAPITAL OUTLAY	06/30/2024
Total UCI:					5,188.51			
United Companies Inc								
162	United Companies Inc	1574596	ROAD & ALLEY WAY REPAIRS	05/20/2024	297.38		10-45-22 REPAIRS & MAINTENANCE	06/30/2024
162	United Companies Inc	1574597	ROAD & ALLEY WAY REPAIRS	05/20/2024	869.13		10-45-22 REPAIRS & MAINTENANCE	06/30/2024
162	United Companies Inc	1575372	ROAD & ALLEY WAY REPAIRS	05/23/2024	896.81		10-45-22 REPAIRS & MAINTENANCE	06/30/2024
Total United Companies Inc:					2,063.32			
Wain, Simon								
1064	Wain, Simon	05212024	REMOVAL OF 3 ELMS AT DON'S	05/21/2024	1,000.00		10-45-20 LEGAL, ENGINEERING & PR	05/31/2024
Total Wain, Simon:					1,000.00			
Winwater Corp								
491	Winwater Corp	07426503	HYMAX COUPLINGS	05/22/2024	881.10		60-50-22 REPAIRS & MAINTENANCE	06/30/2024
Total Winwater Corp:					881.10			
Grand Totals:					108,764.69			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
--------	-------------	----------------	-------------	--------------	-----------------------	--------	----------------------	----------------

Board Meeting Date: _____

Town Administrator: _____

Finance Committee: _____

Date Reviewed: _____



February 2024 Town Administrator's Report



**Comprehensive
(Master) Plan
Update**

**Water Capital
Improvement Plan
Phase I (SRF Loans)**

**5th & Grand
Realignment &
Public Works Update**

Comprehensive (Master) Plan Update

Draft Element Comments were Due on May 15th, 2024

Deliverable on Complete Draft of Plan Being Rescheduled for 6/21 at Request of Consultant, Town anticipates receiving a digital folder with collected public comments on 6/7

The finish line is in sight for the Comprehensive (Master) Plan – a process that has taken many forms over multiple years is getting close to completion. The Town anticipates receiving a final iteration of the Comprehensive Plan on 6/21 from Phoenix Rising Resources – it would be best if a joint meeting of the Planning Commission and the Board of Trustees were scheduled for a presentation of the draft. During that meeting it would be prudent to have a discussion on scheduling meetings for receiving public input on the final draft and the path for the adoption of the Comprehensive Plan.

The current Comprehensive Plan was adopted in 1996 and hasn't been revised since then – these documents typically have a lifespan of 20 years, and have amendments made to them throughout that time. I can find no record of the existing plan ever having an amendment. Since its adoption, the Town has tried, albeit unsuccessfully, to update or replace the Comprehensive Plan with a new document. Attempts were made to update the plan in 2012 and in 2021, but those drafts were never adopted by the Planning Commission or the Board of Trustees.

This process to adopt a Comprehensive Plan has focused on community engagement and public input, and Phoenix Rising Resources has accommodated the Town's request to have additional community feedback sessions. The process began in April 2023 when the consultants held the 1st Community Engagement Session which consisted of (5) group interviews and (3) individual interviews; an additional Community Engagement Session was held in June 2023.

Upon my arrival in Town in July 2023, I understood that the Town was in the process of creating a new Comprehensive Plan and was introduced to the consultant. As I became familiar with the process, I recommended specific sessions be scheduled for the presentation of elements.

Consequently, public feedback sessions were held on March 3, 2024, for the Future Land Use Element and Map, both the Board of Trustees and the Planning Commission were present for this session. On March 13, 2024, a listening session was held on the Infrastructure (Water, Sewer & Treatment, Sanitation & Resource Recovery) Element. On April 3, 2024, the Economic Development: Governance and Community Participation Element was given its own meeting for feedback and review. On May 1, 2024, the final elements were presented for public feedback, they were Transportation; Parks, Recreation & Trails; and Urban Forest. The consultants stopped taking public comments on Wednesday May 15, 2024, so that a final draft could be compiled for consideration.

On May 8, 2024, a compiled draft was sent to the Planning Commission and the Board of Trustees for their initial feedback and comments before being presented during a public meeting (all trustees and plan commission members were included in a verifiable email from the Town Administrator). On May 12, 2024, the Board of Trustees, the Planning Commission, and the consultants received an email from me with my comments on the draft.

The consultants have asked for more time to get a draft of the Comprehensive Plan to the Town to ensure that comments received during public input sessions are incorporated into the draft of the plan. We're very close to getting an updated Comprehensive Plan, and ideally everyone will provide their input, but I'm only aware of three people that completed comments on the most recent draft of the plan. I think that its worthy of a public discussion on adjusting the timeline for receiving a final product since the draft that reviewed by the Planning Commission, the Board of Trustees, and Staff, had large gaps in format and inconsistencies with community values that were discussed during public listening sessions.

Comprehensive (Master) Plan Update cont.

Draft incorporating public comments scheduled for delivery to the Town on 6/21/2024

Continued from Page 2

Perhaps there was public input that informed the most recent draft.

During a recent meeting with the consultants, the Mayor and I asked that the Town receive the information that informed the consultants' decision to include or omit certain things in the draft that we've seen. We hope to receive an updated iteration of the draft that is more aligned with identified values during the numerous public meetings that we had on each element.

This is a complex issue since the current Planning Commission and the Board of Trustees are made up of members that weren't necessarily present and active since the beginning of the process. Making it even more complex is that the Planning Commission is meant to be the body that adopts the Comprehensive Plan and recommends adoption to each governmental body within the affected territory of the plan (CRS §31-23-208), but it is not an active document until each governmental body approves it and then the plan is filed with the County Clerk and Recorder.

The above means that it is imperative that both the Planning Commission and the Board of Trustees work together to ensure that the final Comprehensive Plan aligns with our Community's values, adheres to Colorado Statute, and includes best practices in long-range planning objectives. While a Planning Commission can employ consultants based on §31-23-205, it can only do so with Board of Trustee Approval. The FY-2024 budget only included enough funding to complete the existing contract with Phoenix Rising Resources for the Comprehensive Plan.

I anticipate that we'll have a draft that looks more like what we're all expecting on June 21st. This delay means that the timeline that I worked on with the consultants at the beginning of the year is no longer feasible, and an amended timeline is necessary. Since the consultant won't have a draft to us until the end of the month, I'm suggesting that a joint meeting of the Planning Commission and the board of Trustees be scheduled after the draft is received.

This isn't my decision to make, and I'm relying on the Board and the Planning Commission for input (please review email sent to both bodies on 6/5/2024 at 9:37PM). It would be great to have the path forward decided during a joint meeting of the Planning Commission and the Board of Trustees.



3/3/2024 Future Land Use Element Meeting

Water Capital Improvement Plan Phase I (SRF Loans)

Project Needs Assessment Approval, WaterSMART grant Award, Hydrogeological Study Update, and DWRf Design & Engineering Grant

Over the last 11 months the Town has made significant progress on design or progress towards completing Phase I of the Water Capital Improvement Plan (W-CIP). For reference Phase I of the W-CIP includes Raw Water Metering Improvements; Relining of the Two-Million Gallon Finished Water Storage Tank; West Loop Waterline Replacement ($\approx 9,000$ linear feet of 8" Steel Distribution Pipe); and the Hydrogeological Study.

During the May 6, 2024, status meeting with the Town's Engineering consultant working on the W-CIP, RESPEC (formerly JDS Hydro), an updated Engineer's Preliminary Opinion of Cost was produced for the Town which was presented in the May 2024 Town Administrator's Report. On June 5, 2024, the Town met with RESPEC to discuss the Paonia West Loop Realignment Project and what further steps will be necessary to complete before the 60% set of drawings is completed.

Since the steel distribution line is outside of Town limits and within Delta County's jurisdiction, the Town will need to coordinate a meeting with Delta County. To be most effective, the meeting should include the Mayor, the Town Administrator, the Public Works Director, representatives from RESPEC, the 3rd District County Commissioner, the County Administrator, the County Road Foreman for District 3, and the Community Development Director (if hired by the time of the meeting). It would be good to coordinate the West Loop Waterline Replacement with the 5-year County re-pavement plan.

The Town was awarded a Design and Engineering Grant titled, "DWRf Principal Forgiveness Loan" from the Colorado Water Resources & Power Development Authority. CWRPDA is the same authority that the SRF Loan application would be granted through that will fund many of the projects for W - CIP Phases I - III. The grant award is for \$300,000 and pays

80% of the cost and requires a 20% match from the Town. The good news is that 100% of design was budgeted in the FY-2024 budget and this should relieve some of the pressure for design and could be applied to site work for the temporary tank needed to complete the 2MG finished water storage tank (See Attachment A - DWRf Town of Paonia - Approval Letter).

June 5, 2024, RESPEC Design Meeting - Paonia West Loop Alignment Planning - 30% Update

The Town discussed numerous steps that need to be completed before the 60% set of drawings is completed. These include receiving approval from Delta County to realign the waterline along County Rights of Way (instead of private properties like they are right now), complete inspections of all Pressure-Reducing-Valves (PRV), inventory of vault construction for all master meter pits (related to out-of-town water companies), completion of subcontractor work related to Environmental Assessment required due to cumulative amount of space disturbed by project, survey/easement/boundary work, Subsurface Utility Engineering (SUE), and ground engineering.

The Town will be expected to coordinate with previous employees about historical knowledge of PRV's, vaults, and current waterline locations. The Town is also expected to investigate and correct any discrepancies in service locations to addresses, update GIS map layers as necessary, and coordinate with each consecutive system (out-of-town water companies).

The next internal coordination meeting is Wednesday, June 19, 2024.

Water Capital Improvement Plan Phase I (SRF Loans) cont.

PNA Approval, WaterSMART Grant, and Hydrogeological Study Update

Project Needs Assessment (PNA) Approval and Conditions

On May 2, 2024, the Town received approval from the Colorado Department of Health and Environment (CDPHE) for the *Town of Paonia Drinking Water Revolving Fund (DWRF) Project Needs Assessment (PNA)* which is the first step in applying for low interest loans with principal forgiveness (See Attachment B – Project Needs Assessment Review Letter_138944).

The PNA Approval Letter that the Town received conditioned that prior to loan application an Environmental Assessment (EA) will be required. Due to the possible impact to wetlands and the presence of floodplains, the project does not meet the criteria for a Categorical Exclusion (CatEx), which would have expedited the process. At a minimum the Town will need to coordinate with the following agencies to confirm that the project will not result in significant impact to state and federal crosscutters: SHPO; US Fish and Wildlife; US Army Corps of Engineers; FEMA; Local Floodplain (the County); State Engineer's Office; Department of Natural Resources; Colorado Parks and Wildlife; and CDPHE.

In addition, the Environmental Review Process requires a properly noticed public meeting and must be completed before the loan application is made as a condition of the Colorado State Revolving Fund (SRF) public meeting requirements. RESPEC and the Town will coordinate this meeting as part of the EA process.

The Town received a designation of disadvantaged community during a pre-qualification meeting on April 13, 2023, and we must make application before October 13, 2024, or be re-evaluated for eligibility using current criteria. The Town and its consultant endeavor to have a loan application completed prior to October 13, 2024, for the Re-

lining Project with the understanding that the loan will fund, and the project will begin in FY-2025.

The following outstanding items must be completed prior to submitting a loan application to the SRF Program: Public Meeting; Environmental Assessment (EA) Submission; Self-Certification Basis of Design Report (DWRF); Plans and Specifications Submission; and an SRF Self-Certification Form Submission.

RESPEC will work with the Town to coordinate the above requirements for submission of a loan application. Since the project is planned to use federal funds the following additional conditions are necessary: Davis-Bacon Prevailing Wages must be paid; American Iron & Steel must be used; Suspension and Debarment, Equal Opportunity & Civil Rights, OSHA, and Archeological & Historic Preservation Act all must be met; and Signage explaining that the project was funded by the Bipartisan Infrastructure Bill must be up at the project site locations. The project must also follow the Build America, Buy America Act; Disadvantaged Business Enterprise Procurement; Signage; and Prohibition of certain telecom & video surveillance services or equipment.

It is in the Town's best interest to remain within the disadvantaged community designation as it means that the Town is eligible for benefits such as: reduced interest rate, the design and engineering grant (\$300,000 approved for this project), and/or receipt of a portion of principal loan forgiveness, subject to funding availability and any applicable principal forgiveness caps.

WaterSMART Planning and Project Design Grant

Former Mayor Bachran submitted GRANT14002201 to the Bureau of Reclamation for \$250,000 in federal funding for a

Water Capital Improvement Plan Phase I (SRF Loans) cont.

WaterSMART Grant, and Hydrogeological Study Update

planning and project design grant entitled, “Watershed and Water System Strategy Plans for Resiliency in the Face of Change.” That grant application was awarded the full \$250,000 of requested funding on April 23, 2024.

The grant award is meant to provide a holistic, comprehensive, and systematic investigation of Paonia’s complex water sources to inform an effective strategic water plan that includes the beginning of source waters all the way to customer’s taps. The grant is meant to produce a strategic water plan that will inform the Town on: what parts of the watershed are functioning well, prioritize which parts need attention soonest, how to mitigate the effects of climate change, and how to best address wildfire issues. The intent of the strategic water plan is to produce an action plan that will help the Town to continue to provide a reliable supply of clean, safe drinking water and raw water for irrigation for as long as possible.

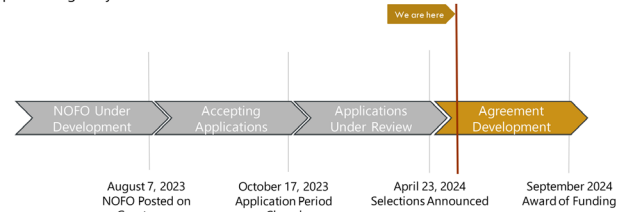
As a result of the plan the Town hopes to accomplish increased communication and coordination with users and partners such as public lands managers and water districts; assist the Town and other water providers in creating a capital plan that identifies and prioritizes projects, timeframes, and costs; respect low to moderate income families’ economic capacity by evaluating fee schedules and system rates; better understand the impact of drought on the Town’s water system and adjacent public lands with respect to wildfire risks; improve the reliability of the drinking water supply; provide a water management plan which will lead to the modernization of the community’s water system including updated decision tools; provide a foundation for grant applications to fund capital projects for water system improvements; better understand how to sequester water on the mountain to combat the effects of hotter summers and climate change; and collaborate to avoid water conflicts and seek solutions beneficial to all users of the watershed.

Schedule Tracker

Last Updated 5/8/2024

Planning and Project Design Grants: Round 1

Schedule tracker shows anticipated dates for Notice of Funding Opportunity (NOFO) and will be updated regularly



For questions about the status of your application, please contact Irene Holby, iholby@usbr.gov (Water Strategy Grants); Nickie McCann, nmccann@usbr.gov (Project Design Grants); or Sheri Looper, slooper@usbr.gov (Drought Contingency Planning)

The Town anticipates that the following items will need to be completed after an award has been finalized and a notice to proceed has been given from the Bureau of Reclamation.

Board of Trustees considers acceptance of the grant at a public meeting (most likely in September 2024); Publication of a Consultant RFP is submitted with a 30-day response deadline; Consultant finalists are interviewed; and then the Board of Trustees approve a contract with a consultant. After the consultant is selected the strategic plan creation could take up to 12 months, but the agreement with the USBR is good for up to 36 months.

This is an exciting opportunity for the Town to complete the next steps identified in the Hydrogeological Study and create a strategic plan to better inform the Town’s Capital Improvement Plan; and will add to the Colorado Water Plan Database. The professionals conducting the study will work with local agencies and constituents, including the US Forest Service (USFS), cattle grazers, farmers, and municipal water users, to create a plan that will quantify past trends and predict future rain and snow fall yields, assess the state of the infrastructure, and prioritize infrastructure work necessary to mitigate changes from lengthening droughts and increasing heat, examine wildfire

Water Capital Improvement Plan Phase I (SRF Loans) cont.

WaterSMART Grant, and Hydrogeological Study Update

impacts and mitigation methods, as well as methods to preserve the Town's water rights.

The final plan will be vetted through the stakeholder groups and the public. It will be taken to the Board of Trustees and the prioritized projects presented. The Board will decide, based on the recommendations in the plan, which project(s) it would like to pursue. The Town Administrator will then add these projects to the Town's Capital Improvement Program for approval by the Trustees. Staff will create a funding strategy for priority projects which will include future Town budgeting; partner contributions; and public and private grant opportunities. These may include grants for additional studies; project design and engineering; and construction. The Town anticipates looking specifically at future USBR WaterSMART opportunities.

Any permitting, environmental or historic resource studies, land or water rights acquisition, will need to be completed as part of the process as well. Stakeholders will be identified and engaged and asked to commit to the project. Once funds have been obtained, RFPs will be written, and the projects will go forward according to grant and all other requirements.

Even with the formulation of a comprehensive plan, there is no guarantee of follow through. Another barrier to implementation is the availability of funding. Many infrastructure projects are costly and small communities do not have the ability to pay for such projects out of their limited budgets. As funds from the Bipartisan Infrastructure Law and the Inflation Reduction Act expire, resources for such projects may also dry up making it difficult to complete expensive projects. The ability of a community to absorb more debt or higher use fees is also a concern. The capacity for small communities to manage grants and contracts with only a few staff causes stress on the administration and often

Requires additional contractors to assist with project management; grants and contracts monitoring; and fiscal reporting.

The Town will have more information from USBR in September 2024 when the grant agreement will be ready for the Board's consideration. Personally, I'd like to see a document that takes all the studies the Town has worked on for the past four – five years and create a strategic plan that can be used to inform project prioritization for water system improvements. The deliverable from this process will be invaluable to future budgets and the health of our water system (See Attachment C – WSG-009 Town of Paonia Revised).

Hydrogeological Study Update

The Town has engaged Wright Water Engineering (WWE) in completing the hydrogeological study. Through WWE the town is evaluating its collection of springs to develop a better understanding of the hydrogeological processes of these springs through a two-dimensional resistivity (2DR) geophysical survey methodology. This process will help the Town to understand the subsurface characteristics of its spring system.

Through the utilization of the 2DR technology, the Town will be able to map the distribution of different geological materials such as Rock Glacier, Landslide Deposit and the underlying Mancos Shale. These geological units are where the Town's springs, which are an irreplaceable raw water supply, are acquired.

WWE has already completed preliminary investigations of springs and identified areas prime for 2DR exploration and include German Creek Springs, Old Original Springs, Reynolds Creek Springs, and Lake Fork Spring.

5th & Grand Realignment Project – Safe Pathways for Paonia

Progress meeting updates, FOR 90% Drawing Set ready for CDOT and Affected Property Owner Engagement Meeting

The Town has had two coordination meetings with SGM on the design of street improvements, sidewalk improvements, and storm water improvements at the 5th and Grand intersection that is heavily utilized by all modes of transportation. The most recent coordination meeting on June 6, 2024, had a few tasks that the Town would need to work on before a 90% set of drawings was produced for CDOT's consideration at an FOR meeting.

Additional SUE work was identified and will require potholing sections of the project to verify the existing conditions of underground utilities and to inform the waterline design. All gravity fed systems require potholes at every crossing per law, CDOT requires potholes, and the potholes will ensure that the design functions how it is currently designed and limits the amount of field engineering during construction.

The environmental checklist is nearly complete and its scheduled to be submitted to CDOT with the FOR submittal. Intersection details, curb ramp details, erosion control plan, storm water management plan, and signage and striping plans are all nearing the 90% design phase.

The stormwater design has been updated based on recent SUE information, and the best possible design runs halfway down the slope on the West side of Grand Avenue to avoid ripping up existing road/sidewalk and avoids existing utilities further to the West. The Town gave directions to add a one-foot sump in catch basins downstream of the siphon.

The 6/11 Board meeting includes a memorandum of agreement with the County as required by CDOT for the section of Grand Avenue that is within the County's right of way. Due to an active agreement between Delta County and CDOT, the right of way could not be transferred to Paonia and CDOT required a maintenance agreement as a way of ac-

quiring necessary right of way for the project. Once approved by the Board of Trustees, the County Highway Engineer will place it on the next available County Commissioners agenda for their consideration and it can be submitted to CDOT to meet their conditions for funding. The Town has already completed right of way acquisition from the School Board, and R-O-W acquisition has been completed.

The Town is coordinating with Paonia Breadworks to host a public open house to inform affected property owners, stakeholders, and interested parties about the status of the project. SGM will be present to gather feedback, identify any potential issues and answer questions that people may have about the project. The date is tentatively scheduled for July 10, 2024, from 4:30 – 5:30.

The schedule for the project is as follows: Public Open House 7/10/2024 (Tentative); 7/11/2024 FOR submittal to CDOT (90% Drawings); 8/7/2024 FOR Meeting with CDOT. Once this schedule is met and CDOT approves the project, an RFP can be scheduled to get bids from qualified contractors to complete the work in FY-2025.

The next internal coordination meeting is scheduled for July 2, 2024.

Detailed coordination meeting minutes are available (See Attachment D – 5th and Grand Progress Meetings).



Public Works Update for Summer 2024

Farmer's Ditch Shares (cost-sharing repairs to transmission pipes), Improvements at Town Park, and Right of Way Cleaning

The Public Works Director was approached by an adjacent property owner for a section of pipe for Farmer's Ditch that needs serious repair and asked for assistance with cost-sharing the repair. The cost is within the Town Administrator's approval limits of \$5,000.

The section of pipe that is the responsibility of the Town is near the Wastewater Ponds and the other affected property owner is Big B's. In its current state, the section of pipe has the potential to cause the new improvements to the highway to wash away and cause impacts to other adjacent properties.

The total cost of the project was \$10,777.86, but the Town's cost is \$5,000 (See Attachment E – Roop Excavating Quote to Repair Farmer's Ditch). If you have additional questions, please ask Public Works Director, Cory Heiniger.

Exciting Improvements at Town Park

For years, the Town has considered adding WiFi at Town Park for guests, vendors, and performers to access while using the park. As of June 5, 2024, this is a reality! Through an incredible partnership from Elevate, Phonz+ and the Town, we're able to provide secure high-speed internet access throughout the entire Town Park. There are two options available – one for general use that requires acceptance of conditions on a splash page before use, and a secure password protected use that can be used for vendors and performers at special events.

The Public Works Department plans to shift gears on remodeling the bathrooms at Town Park. Call it sticker shock when quotes were received from contractors about the cost of remodeling the restrooms – they were nearly \$20,000 higher than anticipated. That being said, Public Works believes that they can complete most of the work in-house this winter (after the Mountain Harvest Festival). The Public Works Director, can speak in more detail about what's needed and when he plans to schedule the work.

Right of Way Cleaning Scheduled to Begin June 10th

The May utility bills had a note about tree-trimming along sidewalks and public rights of way will be performed after 5/31. Public Works plans to have crews cleaning up the rights of way beginning the week of June 10th. If property owners would like to ensure that trees and bushes are trimmed to their specifications, then it is imperative that property owners complete this work before Public Works crews begin their work.

Gutter cleaning is scheduled to begin on June 25, 2024, and Public Works is coordinating with the Paonia Police Department. Officers will begin coordinating with property owners the evening before Public Works crews are scheduled to go down streets so that vehicles can be moved during the day to ensure a clear path for crews and the street sweeper to go down. A map will be pushed out through social media and textmygov to show the days that each street will be cleaned. Street cleaning will generally follow this guideline: for E-W streets, crews will go down the North side of the street from 9AM – Noon and the South side of the street from 1PM – 4PM.

New Hires in Public Works

The Town has extended offers of employment to two candidates and they've accepted. Public Works welcomes Nicole Gisoldi as the Deputy Public Works Director; she plans to begin on 6/24/2024; and to Calebe Rice to fill the new position with its home department within Streets. Ms. Gisoldi has experience working with treatment ponds at the mine and holds a degree. Mr. Rice has experience with heavy equipment operation, a Class A CDL with X & T Endorsements, and most recently worked for CDOT with lots of snow removal experience (See Attachment F – Conditional Offers of Employment). Public Works has one more position to fill within the Utilities Department and applications are currently being accepted.

GFOA Code of Ethics Training

Behavioral Ethics sets out to answer the question, why do well intended people fail sometimes to live up to their values... Behavioral ethics science helps us understand why well intended people fall short of their goal of acting ethically. Ethics = acting consistent with certain core or universally agreed upon positive values.

Ethics – standards for what the right thing to do is. It is an ongoing process of reflection and learning. Acting consistently with certain core values.

Values important to me: **Inclusivity, Transparency, Balance and Equity.**

It is important not to discriminate against anyone that interacts with local government, and all people should be welcomed. Transparency is paramount to building confidence and trust with the public regarding all finances and within every facet of government. It is just as important to be consistent and balanced in decision making and to be equitable in the treatment of everyone interacting with the government.

Being clear on your why, or professional purpose and values, can help to resist pressures and encourage others to do likewise.

Ethical Fading – Sometimes humans overlook the values-dimensions of situations or turn off moral compasses especially in the workplace. Humans also tend to reason backwards to justify what we did in a situation → Being aware of these tendencies is the first defense against them and will in turn help us act like the ethical person we believe ourselves to be.

Overconfidence Bias – the tendency to be more confident in our ability to act ethically than is objectively justified by our abilities and moral character.

Conformity Bias – the tendency to take cues for proper behavior from the actions of others rather than exercise our own independent judgment.

Obedience to Authority – the tendency to please authority figures. Too much emphasis on that goal and consciously or subconsciously subordinate the goal of acting ethically. Monitor yourself to ensure that undue suspension of our own independent ethical judgment in order to please our superiors does not occur.

- 1.) Be able to articulate my values
- 2.) Be resilient in challenging situations
- 3.) Be vigilant in the face of unethical behavior

TRUST is the central tenet of 5 core values for good ethical behavior.

Core Value 1 Integrity & Honesty – People can believe what I say, and I act in accordance with my values. I put principle ahead of ego and do the right thing even when it's hard.

Core Value 2 Producing Results for the Community – Doing the job of Town Administrator and Treasurer and doing it well.

Core Value 3 Treating People Fairly – Treating people fairly and developing processes and procedures that treat people fairly help support trusting relationships within local governments.

Core Value 4 Diversity & Inclusion – Embracing diversity and fostering inclusiveness helps build positive organizational cultures and promote policies that reflect the communities that they serve. When people feel included, they'll see that there is concern for their wellbeing and that they can trust the local government.

Core Value 5 Reliability & Consistency – Applying consistent standards, the commitment is honored to the community to do the right thing even when faced with challenging circumstances.

Voicing Values 1 Be Knowledgeable - Continuous improvement and a commitment to learning is essential to producing results for the community. Staying up to date with trends in local government and finance is very important to being able to consistently produce results for the community that I serve.

Voicing Values 2 Lead by Example - I've strived to lead by example for most of my life. It was a core value at the high school that I attended, and it was meant to produce responsible adults that can be counted on to do the right thing when no one is watching. Being as transparent as possible is paramount to building trust and confidence in financial systems and ensuring that high standards of transparency are met are integral to leading by example.

Voicing Values 3 Be Transparent - It is very important to communicate my decision-making process in staff reports to colleagues, boards, stakeholders and the community as whole. Clearing discussing an issue with all salient points is necessary for giving a clear and unbiased discussion of the issue being presented. Disclosure of any potential conflicts of interest that may arise in my role is important as is avoiding those conflicts by taking appropriate measures to manage them as transparently as possible. Providing regular updates on financial activities to stakeholders and the public is important as well.

Voicing Values 4 Speak Up - If you see something, say something. I've most recently done this with an issue involving the planning commission and potential biased ex-parte communication and preference for a friend's opinion rather than fact for a quasi-judicial matter with one planning commission member. Rather than let it fester, I produced a memorandum to the full Board of Trustees regarding the matter. Since making that memorandum, I have experienced retaliatory behavior against me from the Planning Commission member identified in that memorandum in both newspapers and on social media from that commission member's friends. My commitment to ethical behavior means that I will not let bullying behavior or political activity intimidate me from saying something about any suspected unethical behavior. It is also just as important to continue to speak up about unethical behavior even if it's met with retaliatory behavior.

Voicing Values 5 Continuously Improve - I will continue to improve in my profession by completing additional training meant to improve my ability to effectively and efficiently do my job. I will routinely reach out to colleagues for advice on difficult situations or on issues that I don't have enough experience or knowledge to remedy.

INTEGRITY & HONESTY

Integrity & Honesty are the most important building blocks on which trust is built. To have integrity and honesty means that people can believe what I say, that I act in accordance with core, socially positive or universal values, that I put principle above ego, and that I do the right thing, even when it's hard.

"You're looking for three things, generally, in a person – intelligence, energy and integrity. And if they don't have the last one, don't even bother with the first two." – Warren Buffet.

Opportunities to Demonstrate Integrity & Honesty: Delivering Bad News Well; Zero Tolerance for unethical behavior; and Owning mistakes when they occur.

To recognize unethical behavior – build awareness through training about what we may find within our line of work. "Once you know what you believe the right thing to do is – how can you get it done effectively?" That's the question that we should be asking while considering actions. Create a moral muscle memory.

PRODUCING RESULTS FOR YOUR COMMUNITY

Producing results is an important ethical value for ensuring that the community I serve receives accurate information to make decisions. To continue to produce results for the community, I need to continually strive to learn and improve. Being clear on professional purpose helps to set boundaries on what I will and will not do within my job.

"How does your purpose (my beliefs, values, and why) impact the results that I produce?"

Start with my "why?" People don't buy what I do, they buy why I do it...

My "why" is to support my community in the most transparent, honest and ethical way. To continuously improve the community in which I live by keeping up to date with trends in local government, continuous learning, and establishing hard ethical boundaries that I won't cross. I want to produce high quality work that is truthful and meets the demands of our community.

TREATING PEOPLE FAIRLY

Being "fair" is an important ethical value and directly related to Trustworthiness. Equity in financial decision making is very important to adequately supporting the community. There are two elements of fairness:

- 1) Fair Process and
- 2) Fair Outcomes.

It's important to understand that different people have differing views about what fair outcomes mean. Fairness is essential to trust. If people feel unfairly treated, relationships break down, and the public may withhold their support for the municipality.

The 4 Pillars of Procedural Justice are based on the foundation of democracy and refers to fair processes. 1) Accurate information informs decisions; 2) Decision criteria are transparent and

consistently applied; 3) The public and stakeholders have an opportunity to provide input; 4) Acknowledge and correct mistakes.

Fairness = Equality (people should be treated fairly by public policy by removing barriers to success) + **Equity** (people should be treated differently by public policy to compensate for different circumstances).

DIVERSITY AND INCLUSION

Diversity and Inclusion are behaviors that are vitally important for good governance, fostering a culture of diversity and inclusion promotes trust in the organization. These are behaviors and actions that foster an environment that respect people's talents, skills and abilities to contribute to the work of the municipality as well as the work of the community.

A workforce that reflects the community is not about appearances, but rather about ensuring that employees share life experiences with the community being served. Employees that reflect the community understand the challenges facing the community and are more authentic and effective at connecting with the community. A diverse workforce fosters trust in the organization.

Being inclusive shows that the organization respects and values the people that we interact with. Be fully present for conversations.

Silence and inaction in the face of problematic behaviors is unethical.

To Demonstrate commitment to diversity and inclusion: provide people with opportunities to have input into decisions that affect them; and consider the equity implications of how and where public agency services are provided.

RELIABILITY AND CONSISTENCY

Being able to count on someone is a key element of trustworthiness. Be aware of time management issues arising in dynamic environments like local governments that can destroy my best laid plans. Watch out for optimism bias (overestimating the likelihood of positive events and underestimating the likelihood of negative events); also be mindful of loss aversion – do not let the fear of losing something, like respect and trust, to cause a slip on ethical decision making.

Being consistent means applying the same standards over time to similar situations, it also means having my actions match my words.

To create reliability and consistency in financial matters:

- 1) Develop strong financial policies
- 2) Produce timely information
- 3) Produce reliable information

The Government Finance Officers Association
of the United States and Canada

presents this

CERTIFICATE OF PROFESSIONAL DEVELOPMENT

to

Stefen Wynn

for successfully completing

GFOA's Code of Ethics

in the field of

Behavioral Ethics

June 5, 2024

National Registry of CPE Sponsors ID Number: 103133

5.00

Group Internet-based

In accordance with the standards of the National Registry of CPE Sponsors, CPE credits have been granted based on a 50 minute hour.

Christopher P. Monill

Executive Director/CEO

203 North LaSalle, Suite 2700
Chicago, Illinois 60601
312-977-9700

PROJECT KICKOFF

TOWN OF PAONIA WATER & WASTEWATER STANDARDS



TOWN OF PAONIA

JUNE 5, 2024



[RESPEC.COM](https://respec.com)

AGENDA

- › **PROJECT OVERVIEW**
- › **SCOPE (IN/OUT)**
- › **PROJECT STRUCTURE: ROLES & RESPONSIBILITIES**
- › **PROJECT TIMELINE**
- › **PROJECT RISKS: ASSUMPTIONS, CONCERNS, BLOCKERS, DEPENDENCIES**
- › **PROJECT BUDGET**
- › **PROJECT LOGISTICS: COMMUNICATION & DOCUMENTATION**
- › **NEXT STEPS**

PROJECT SCOPE: IN/OUT OF SCOPE

WHAT IS IN SCOPE

1. SECTION 1 — GENERAL STANDARDS SPECIFIC TO WATER AND WASTEWATER
2. SECTION 2 — WATER SYSTEM ENGINEERING AND CONSTRUCTION STANDARDS
3. SECTION 3 — WASTEWATER SYSTEM ENGINEERING AND CONSTRUCTION STANDARDS
4. DELIVERABLES:
 - A. PDF and Word Document
 - B. Drawings in PDF and DWG Format

WHAT IS OUT OF SCOPE

1. GENERAL STANDARDS THAT DO NOT PERTAIN TO WATER AND WASTEWATER
2. WATER WELL STANDARDS
3. WASTEWATER LIFT STATION STANDARDS
4. SECTION 4 — TRANSPORTATION / PAVEMENT STANDARDS
5. SECTION 5 — STORMWATER SYSTEM STANDARDS
6. UPDATING MUNICIPAL CODE

PROJECT STRUCTURE: PROJECT TEAM ROLES

	Name	Role	Responsibility
	Rebecca Norton, PE	Project Manager	PM
	Isabel Lopez	Engineering Intern	Water Standards
	Staff Engineer	Engineer	WW Standards
	Doug Schwenke, PE	Principal	QA/QC
	BJ Elkins, PE	Project Engineer	Consultant
	James Starnes, PE	Senior Project Manager	Consultant

PROJECT STRUCTURE: PROJECT TEAM RESPONSIBILITIES

RACI MATRIX

Tasks / Deliverables	Rebecca Norton, PE	Isabel Lopez	James Starnes, PE	Doug Schwenke, PE	BJ Elkins, PE	Staff Engineer
General Standards Development	A	R	C	I	C	I
Water Standards Development	A	R	C	I	C	I
Wastewater Standards Development	A	R	C	I	C	R
Project Oversight	R	C	I	A	I	C
Progress Reporting	R	C	I	A	I	C
QA/QC	A	I	I	R	I	I

PROJECT TIMELINE: KEY MILESTONES & DATES

Project Task/Milestone/Deliverable	Description	Due Date
Kick off	This meeting	June 5, 2024
Bi-weekly meeting	5 meetings for water, 5 meetings for wastewater	-
Water Standards	Completion of Water Standards. (Targeted for end of Isabel's internship)	August 31, 2024
Wastewater Standards	Completion of Wastewater Standards	October 31, 2024
Project Completion	Final Deliverables Sent to Town	November 30, 2024

PROJECT RISKS: ASSUMPTIONS, CONCERNS, BLOCKERS, DEPENDENCIES

Name of Assumption, Concern, Blocker, or Dependency	Mitigation Step
Standards do not include roadway/stormwater	Include section placeholders
Municipal code will be updated based upon developed standards	Town to ensure there are not conflicts
Future development review process to be determined by Town	
Standards to comply with EPA, CDPHE, Delta County	
Future updates to standards to occur regularly initiated by Town (annually, semiannually, or every 3 years)	
Deadlines assume that 5 meetings is sufficient for each section.	Monitor progress percentage
Postponing meetings will postpone final deliverables.	Avoid meeting cancellations

PROJECT BUDGET

Budget Item	One Time or Recurring?	Amount
Task 1 - Water System Standards	One Time	\$12,000
Task 2 - Wastewater System Standards	One Time	\$9,600
TOTAL		\$ 21,600

PROJECT LOGISTICS: COMMUNICATION & DOCUMENTATION

We will meet regularly:	Biweekly on Microsoft Teams on Wednesdays at 1pm
Our project materials will be located:	Google Drive
Communication channels are:	Email, phone
Project updates will be sent:	Monthly
Additional info:	n/a

NEXT STEPS

› NEXT MEETING:

- / Date: Wednesday, June 12, 2024 at 9am-10am
- / Topic: Section 1 – General Standards

› ACTION ITEMS:

- / RESPEC to begin development of standards



COLORADO WATER RESOURCES & POWER DEVELOPMENT AUTHORITY

The Amp - Suite 820, 1580 N Logan Street, Denver, Colorado 80203-1939
303/830-1550 · Fax 303/832-8205 · info@cwrpda.com

May 24, 2024 (Transmitted via email)

Stefen Wynn
Paonia, Town of
P.O. Box 460
Paonia, CO 81428

Re: Drinking Water Revolving Fund ("DWRF") Design & Engineering Grant Approval

Dear Mr. Wynn,

On May 16, 2024, the Town of Paonia was awarded a \$300,000 DWRF Design & Engineering Grant to assist with the costs of completing the necessary design and engineering of the proposed project.

We look forward to working with you and your attorneys towards a successful project. Please call me at (303) 830-1550, extension 1015 or email me at ggazashvili@cwrpda.com with any questions.

Sincerely,

A handwritten signature in black ink that reads "Giorgi Gazashvili".

Giorgi Gazashvili
Financial Analyst I

CC: Siobhan Yoest, (via email)
Peter Dieterich, (via email)
Alex Hawley, Grantsandloans, (via email)
Cheryl Gantner, (via email)



United States Department of the Interior

BUREAU OF RECLAMATION
125 South State Street, Room 8100
Salt Lake City, UT 84138-1102



IN REPLY REFER TO:

UC-825
1.3.11

April 23, 2024

VIA ELECTRONIC MAIL ONLY

Town of Paonia
Attn: Stefen Wynn
214 Grand Ave.
Paonia, CO 81428-6302

Subject: Funding Opportunity No. R23AS00109 – WaterSMART Planning and Project Design Grants for Fiscal Year 2023 – “GRANT14002201 Application Review Status, Your Application Titled, “Watershed and Water System Strategy Plans for Resiliency in the Face of Change” (WSG-009)

Dear Stefen Wynn:

The Bureau of Reclamation is pleased to inform you that your application was among those receiving the highest ratings and is now being considered for award of a financial assistance agreement. Your application included a request for \$250,000 to complete your project titled, “Watershed and Water System Strategy Plans for Resiliency in the Face of Change.” Reclamation anticipates awarding Federal funds in the amount of \$250,000 for your proposed project.

In working with you to develop your financial assistance agreement, Reclamation will closely review the activities outlined in your proposal to ensure that all activities are eligible for funding and that the proposed costs are allowable under financial assistance regulations and the Notice of Funding Opportunity (NOFO). If some costs or activities are determined to be ineligible or unallowable, Reclamation will work with you to refine the scope of work and budget for the project. Please be advised that revisions to the scope of the project identified in your application can be made only after Reclamation determines that revisions would not impact the overall ranking or the expected benefits of the project. In addition, Reclamation must have sufficient evidence prior to award that non-Federal cost share will be available. The final funding amount may be adjusted if necessary.

All projects being considered for award of funding are required to comply with all Federal environmental and cultural resource requirements, including the National Environmental Policy Act, Endangered Species Act, Clean Water Act, and the National Historic Preservation Act. Ground-disturbing activities of any type, including fieldwork, monitoring or other activities may not occur until Reclamation has determined that all environmental and cultural resource compliance is complete and a Notice to Proceed is issued by a Reclamation Grants Officer.

INTERIOR REGION 7 • UPPER COLORADO BASIN

COLORADO, NEW MEXICO, UTAH, WYOMING

In addition, please be advised that as stated in Section F.6 of the NOFO, Reclamation intends to post copies of successful Planning and Project Design Grants applications as examples on Reclamation's website. While this generally does not raise any issues, it is prudent to provide successful grant applicants with an opportunity to redact any sensitive information from their proposals prior to posting them on Reclamation's website. As a rule, the SF-424s are removed; however, if there are any other items you would like redacted, please contact Aiyana Aeikens, Program Analyst, at aaeikens@usbr.gov, by Friday, May 31, 2024. Should we not hear from you by this date we will assume that there are no objections to posting the full application.

A post-selection webinar to discuss the process for development of financial assistance agreements and next steps with you and all other new recipients will be held on May 7, 2024, at 11:00 a.m. MT. Please join the webinar by clicking [here](#) to join the Microsoft Live Event. It is anticipated that you will be notified of the grants management specialist assigned to your agreement in the next two weeks and that your agreement should be awarded in September 2024 or earlier. In the meantime, if you have any questions regarding the process or your agreement, please contact Ms. Karen Shubert, Reclamation Grants Officer, at 801-524-3663 or at kshubert@usbr.gov. Thank you for your interest and participation in the WaterSMART Program. We look forward to working with you.

Sincerely,

/s/Karen Shubert
Grants Officer

cc: stefenw@townofpaonia.com
ihoiby@usbr.gov

Meeting Date: 05/07/2024 2:00 PM

Notes and attendees from meeting in Blue Text

Invited Attendees:

Brandyn Bair	SGM-PM	☐	Stefen Wynn	Paonia – Town Admin	☒
Ashley Cline	SGM-Design PM	☒	Cory Heiniger	Paonia – Public Works	☐
Andy Antipas	SGM-Enviro	☐	Paige Smith	Paonia – Mayor	☐
Michael Morrison	SGM-Transpo	☒			
Karl Schoenbrunn	SGM-SUE	☐			

Agenda

Status Report:

Discipline	Staff	Update
PM	Brandyn	Need to pick a 90% (FOR) submittal date. SGM proposed schedule: • Host public meeting with effected properties • FOR Submittal – 7/11 • FOR CDOT Meeting – 8/8 (will request date from CDOT if 7/11 submittal date works for Town) Yes • PSE Submittal – September • AD Date – October/November
SUE	Karl	Additional SUE investigation completed the week of 4/XX. Insertion of information into SUE BM should be complete by Friday 5/10. Coordinating utility potholing the first few weeks of June.
Environmental	Andy	No Update.
Roadway	Michael/ Ashley	Progressing 90% Design – • Intersection Details • Curb Ramp Details • Driveway Details • Erosion Control Plan • Storm Water Management Plan (over an acre of disturbance) Town of Paonia seed mix (low maintenance mix, bluegrass tall fescue mix) Stefen to send. • Signing and Striping Plans Does the Town want driveway tie ins to sidewalk to be concrete, asphalt, or gravel? Concrete or asphalt will limit gravel introduced to sidewalk section.

		Where does the school zone for the K-8 end? Keep ped crossing signs as there's a elementary school nearby. RRFB at cross walk on Grand and 4th? Yes. Striping to delineate parking? Tee's Show yellow no parking zones at intersections.
Utilities		No Update.
Drainage	Michael	Updating drainage report to reflect additional storm sewer length. Siphon Calculations / Details. Once SUE BM is updated, finalizing storm sewer can begin. Idea is to construct storm pipe on west side of the ROW outside of roadway platform.
Geotech	Ground	No Update.
Survey/ROW	Wilmore / SGM	SGM survey crew completed field survey and additional basemapping. SGM and Wilmore existing conditions files have been merged. SGM used same datum as Wilmore to ensure all elevations translated correctly.
CDOT		Maintenance Agreement Update - CDOT is okay with approach. Has this been finalized with County? Not yet. Need finalized agreement from County. In between town attorneys. School Parcel Acquisition – CDOT Donation Form is good. One minor change was requested by CDOT. Was this change made? Ashley will email Jason Huddle to confirm process works for the above when an agreement is reached for the Maintenance agreement with the County.
Other		Public Open House scheduling – First week of June? First or second week of July. During business day or after hours. Maybe just hosting at Paonia Breadworks. Presentation + poster board of overall site plan, + individual property impacts.

TOWN OF PAONIA - 5th STREET REALIGNMENT
PROGRESS MEETING



		Stefen to figure out location and what presentation may look like given space. RAISE Grant – should know end of June.
--	--	---

Schedule:

Deliverable	Date	To	By / Lead
FIR Plan Submittal	12/7/23	Town / CDOT	SGM
DS&R + FIR Meeting	1/10/24	--	CDOT
Public Open House	Post FIR Meeting – Date TBD		SGM
FOR Plan Submittal		Town / CDOT	SGM
FOR Meeting		--	CDOT

Action Items:

Item #	Description	Date	By / Lead	Status
1.	Cory to coordinate cleaning and/or videoing of existing storm drainage line.	By Nov 7 th Meeting	Cory/Town	<i>Completed 11/6</i>
2.	Ashley to check in with CDOT about right-of-entry vs right-of-way acquisition with County.	ASAP	Ashley/SGM	<i>Emailed CDOT 11/7</i>
3.	Send 3" curb detail and photo to Town to send to Breadworks.	11/10	Michael/SGM	<i>Completed 11/8 (Emailed to Cory & Stefen)</i>
4.	Reach out to Ditch Company.	ASAP	Cory/Town	<i>Emailed Olen 12/4</i>
5.	Reach out to CDOT / Wilmore about any existing easements within project area.	ASAP	Ashley & Brandyn/SGM	<i>Completed</i>

TOWN OF PAONIA - 5th STREET REALIGNMENT
PROGRESS MEETING



6.	Verify waterline replacement area.	ASAP	Michael/SGM	<i>Completed 1/2 during meeting.</i>
7.	Reach out to Black Hills about gas line relocation	ASAP	Karl/SGM	<i>Completed. Met with BHE 12/4</i>
8.	Send Utility PDF to Cory to markup water line needs	12/8	Ashley/SGM	<i>Completed. Sent 12/6</i>
9.	Reach out to Delta County about ROW	12/8	Ashley & Brandyn / SGM	<i>Completed. Called 1/2</i>
10.	Schedule CDOT ROW Meeting	12/6	Ashley/SGM	<i>Completed. Met with CDOT 12/13</i>
11.	SGM to write letter of support for the Town	2/16	SGM	<i>Completed 2/14.</i>

Issues to Resolve/Add:

Item #	Description	Assigned To
1.	How Storm Sewer System connects/outfalls. Completed investigation week of 11/6.	SGM/Town
2.		

Next Meeting is June 4th @ 2:00 PM.

Meeting Date: 06/04/2024 2:00 PM

Notes and attendees from meeting in Blue Text

Invited Attendees:

Brandyn Bair	SGM-PM	☒	Stefen Wynn	Paonia – Town Admin	☒
Ashley Cline	SGM-Design PM	☒	Cory Heiniger	Paonia – Public Works	☒
Andy Antipas	SGM-Enviro	☐	Paige Smith	Paonia – Mayor	☐
Michael Morrison	SGM-Transpo	☒			
Karl Schoenbrunn	SGM-SUE	☐			

Agenda

Status Report:

Discipline	Staff	Update
PM	Brandyn	SGM proposed schedule: • Host public meeting with effected properties (Date TBD) • FOR Submittal – 7/11 • FOR CDOT Meeting – 8/7 (Scheduled with CDOT 1:00 – 3:30, let me know if you got the invite) • PS&E Submittal – September • AD Date – October/November
SUE	Karl	Utility Potholing Coordination – Karl reached out to Cory 5/31 & 6/3. Spoke to Cory about using Southwest Systems to help with potholing on 6/11. 8 Potholes have been identified as necessary to verify the waterline design. Send UTH ASAP so Cory can call in locates. As a reminder – potholing is required for 3 reasons in this case. 1. All gravity fed systems require potholes at every crossing per the law. 2. CDOT requires potholes per the law. 3. Potholes will better inform our design, so we know that it functions how we have it designed now, and limits rework / surprises during construction. Taylor (SGM) will go into field 6/6 to mark pothole locations on the ground. Would be helpful to meet Cory out in the field. Then Cory's crews will core asphalt and prep areas for Tuesday's potholing where Karl will also be on site. Water services exploration discussion –

		The Town would like to locate two services where services meet the main to see if there's a saddle tap/condition. Depending on how services meet main, we may replace the line.
Environmental	Andy	Environmental Checklist is 99% complete. We're in good shape to submit the checklist to CDOT for FOR submittal.
Roadway	Michael/ Ashley	Progressing 90% Design – • Intersection Details • Curb Ramp Details • Erosion Control Plan • Storm Water Management Plan (over an acre of disturbance) • Signing and Striping Plans – See parking striping. Town like striping as presented.
Utilities		No Update.
Drainage	Michael	Storm Sewer Design has been updated per SUE information. Storm generally runs halfway down the slope on the west side of Grand Ave. This avoids ripping up the existing road/sidewalk and avoids existing water, sewer, gas and electric lines that are in the flatter ground further west. May be trickier to construct on the slope but seems like the best alignment given all the utilities to the west and the cost savings provided by not removing/replacing the sidewalk and roadway. Add a 1-foot sump in manhole downstream of siphon. Recommend maintenance on manhole downstream of siphon once a year. Updating drainage report to reflect additional storm sewer length. • 100 Year Event ◦ During a 100-year event, the system will back up and overtop the road which will cause flooding. Town said parts of the town during a 100-year flood event will see flooding and is not concerned by this system flooding. • 10 Year Event ◦ During a 10-year storm event, the system will back up, but the water will be contained in the system.
Geotech	Ground	No Update.
Survey/ROW	Wilmore / SGM	Survey working on temporary easement exhibits to submit with FOR Submittal on 7/11.

TOWN OF PAONIA - 5th STREET REALIGNMENT
PROGRESS MEETING



CDOT		Maintenance Agreement Update - CDOT is okay with approach. Has this been finalized with County? Town sent to County attorney still waiting to hear back. Previous Meeting - Not yet. Need finalized agreement from County. In between town attorneys. School Parcel Acquisition – CDOT Donation Form is good. One minor change was requested by CDOT. Was this change made? Yes, should be good to go. Previous Meeting - Ashley will email Jason Huddle to confirm process works for the above when an agreement is reached for the Maintenance agreement with the County.
Other		Public Open House scheduling – First or Second week in July – pick a date and time. Location – Paonia Breadworks 7/10 @ 4/4:30. Stefen will coordinate with owner. RAISE Grant – should know end of June.

Schedule:

Deliverable	Date	To	By / Lead
FIR Plan Submittal	12/7/23	Town / CDOT	SGM
DS&R + FIR Meeting	1/10/24	--	CDOT
Public Open House	Post FIR Meeting – 7/10/24		SGM
FOR Plan Submittal	7/11/24	Town / CDOT	SGM
FOR Meeting	8/7/24	--	CDOT

Action Items:

Item #	Description	Date	By / Lead	Status
1.	Cory to coordinate cleaning and/or videoing of existing storm drainage line.	By Nov 7 th Meeting	Cory/Town	<i>Completed 11/6</i>

TOWN OF PAONIA - 5th STREET REALIGNMENT
PROGRESS MEETING



2.	Ashley to check in with CDOT about right-of-entry vs right-of-way acquisition with County.	ASAP	Ashley/SGM	<i>Emailed CDOT 11/7</i>
3.	Send 3" curb detail and photo to Town to send to Breadworks.	11/10	Michael/SGM	<i>Completed 11/8 (Emailed to Cory & Stefen)</i>
4.	Reach out to Ditch Company.	ASAP	Cory/Town	<i>Emailed Olen 12/4</i>
5.	Reach out to CDOT / Wilmore about any existing easements within project area.	ASAP	Ashley & Brandyn/SGM	<i>Completed</i>
6.	Verify waterline replacement area.	ASAP	Michael/SGM	<i>Completed 1/2 during meeting.</i>
7.	Reach out to Black Hills about gas line relocation	ASAP	Karl/SGM	<i>Completed. Met with BHE 12/4</i>
8.	Send Utility PDF to Cory to markup water line needs	12/8	Ashley/SGM	<i>Completed. Sent 12/6</i>
9.	Reach out to Delta County about ROW	12/8	Ashley & Brandyn / SGM	<i>Completed. Called 1/2</i>
10.	Schedule CDOT ROW Meeting	12/6	Ashley/SGM	<i>Completed. Met with CDOT 12/13</i>
11.	SGM to write letter of support for the Town	2/16	SGM	<i>Completed 2/14.</i>

Issues to Resolve/Add:

Item #	Description	Assigned To
1.	How Storm Sewer System connects/outfalls. Completed investigation week of 11/6.	SGM/Town
2.		

Next Meeting is July 2nd @ 2:00 PM.



EXCAVATION QUOTE

Roop Excavating LLC.

P.O. Box 655 Paonia, CO 81428
(970) 234-0897
roopexcavating@hotmail.com

CLIENT

ATTN: Seth Schwartz
(720) 255-1801
seth@bigbs.com

ATTN: Cory Heiniger
(970) 417-6820
coryheiniger_pw@townofpaonia.com

DESCRIPTION OF WORK

- Mobilize needed equipment to job location.
- Pipe section of leaking Farmer's Ditch.

TERMS & CONDITIONS

***As noted under the Total tab, Big B's (Seth Schwartz) will be responsible for 50% of this quote and the Town of Paonia (Cory Heiniger) will be responsible for 50% of the quote.

This quote does not include services, parts, or materials other than what is listed in this quote. Any additional or unplanned materials, parts or services will incur a change order for additional charges.

An interest charge of 1% will be applied to all invoices that are unpaid after 30 days following invoice.

This quote is valid for 14 days and is subject to change, based on rising supplies costs.

There will be a fuel surcharge of 3% on all equipment and trucking for every \$0.20 that fuel rises from when this quote is dated.

By signing this document you are agreeing to pay Roop Excavating LLC for all services rendered at the prices that are quoted.

WORK SITE LOCATION

Farmer's Ditch Pipe Project
Hotchkiss, CO 81419

DATE OF QUOTE	VALID UNTIL	QUOTE NUMBER
06/04/2024	06/18/2024	2145
DOWN PAYMENT (25%)	PAYMENT DUE BY	CURRENT FUEL PRICE
NA	Due Upon Receipt	\$3.99

	QTY.	UNIT	UNIT \$	TOTAL \$
Mobilization	1	LS	\$ 500.00	\$ 500.00
Excavation & Labor	1	LS	\$ 4,720.00	\$ 4,720.00
Pipe Fuse	1	LS	\$ 1,000.00	\$ 1,000.00
Pipe	!	LS	\$ 4,557.86	\$ 4,557.86
SUBTOTAL:				\$ 10,777.86
Discount per Jeff Roop				-\$ 777.86
TOTAL:				\$ 10,000.00
Big B's (Seth Schwartz) responsibility				\$ 5,000.00
Town of Paonia (Cory Heiniger) responsibility				\$ 5,000.00

BIG B'S DELICIOUS ORCHARDS SIGNATURE

DATE

TOWN OF PAONIA SIGNATURE

DATE

ROOP EXCAVATING MANAGER SIGNATURE

DATE

THANK YOU!

For questions concerning this quote, please contact us:

(970) 234-0897
roopexcavating@hotmail.com



Town of Paonia

Office of the Town Administrator
 214 Grand Ave.
 Paonia, CO 81428
 O: (970) 527-4101
 F: (970) 527-4102

06/03/2024

Calebe Rice
 540540 Willow Drive
 Hotchkiss Co. 81419

RE: Conditional Offer of Employment

Dear Mr. Rice,

I am pleased to offer you a Full-Time, Non- Exempt, Public Works position, a valued member of the Public Works team. This appointment is effective on or before June 24, 2024, and is subject to the provisions of Colorado State Law, as an at-will employment state. The position available is an hourly position with a starting wage of \$25.00 per hour, paid bi-weekly throughout the year. All new employees are placed on a six (6) month probationary period, during which you may be required to meet certain criteria and complete training.

This position is Non-Exempt and is eligible for overtime compensation. Compensation for Town Staff is reviewed each fiscal year during the annual salary-setting process prior to September 1st. Any adjustment to your initial salary will follow normal town procedures for annual budgeting and successfully annual performance review.

This offer of employment is contingent upon passing a criminal background check. You may not begin work prior to passing the background check and your appointment is subject to termination if it is later determined that you failed. The Town also requires employees to disclose any new criminal convictions. You will report directly to the Public Works Director.

As a condition of using Town software, computer equipment, and cellphones if issued to you, all employees must take an introductory course on Cyber Security. You are also required to download an authentication app that will allow access into the Town's software systems. New employees are also required to review and sign an acknowledgement of receipt for both their respective job description and the personnel handbook.

You are eligible for the benefit programs normally provided to members of the Town Staff after three (3) months of service. You are immediately eligible for either a Town-provided cellphone or a cellphone allowance of \$30 a month. Normal benefits include health and life insurance, paid-time-off, and inclusion in the 457 (b) retirement program, which the Town pays 5% of your normal salary into the program. You may immediately begin investing in a Roth IRA upon hire.

The Board of Trustees has continued to invest in training for employees, attendance at conferences and training opportunities, subject to availability of funds.

Additional training and membership in professional associations may be requested, subject to supervisor's approval and funding availability.

As a condition of employment, the Town must verify your employment eligibility immediately upon new hire. This is to ensure compliance with Federal Law, which requires every employee to complete a Form I-9, Employment Eligibility Verification, and to provide approved documents for examination.

On your first day of employment, you will be scheduled to meet with the Town Clerk to complete all required employee paperwork.

For reference, Internal Revenue Service policy requires that the Social Security Number and the name of the employee for payroll purposes match the number and employee name found on the Social Security Card. This verification is necessary to comply with IRS policy and to ensure that you are paid in a timely manner.

I'm pleased to welcome you to a high-performing team of professionals that are dedicated to providing excellent services to our Residents and utility customers. We look forward to welcoming you on our team on or before June 24, 2024.

In Public Service,

Cory Heiniger
Paonia Public Works Director
E: coryheiniger_pw@townofpaonia.com

Please indicate your acceptance of the position by signing here:

Signature:



Calebe Rice

Date: 06/03/2024



Town of Paonia

Office of the Public Works Director
 214 Grand Ave.
 Paonia, CO 81428
 O: (970) 527-4101
 F: (970) 527-4102

06/03/2024

Nicole Gisoldi
 36289 Back River RD
 Hotchkiss Co. 81419

RE: Conditional Offer of Employment

Dear Ms. Gisoldi,

I am pleased to offer you a Full-Time, Exempt, Deputy Public Works Director position, a valued member of the Public Works team. This appointment is effective on or before June 24, 2024, and is subject to the provisions of Colorado State Law, as an at-will employment state. The initial salary for this position is \$64,272 per fiscal year, paid in equal bi-weekly amounts throughout the year. All new employees are placed on a six (6) month probationary period, during which you may be required to meet certain criteria and complete training.

This position is Exempt and is not eligible for overtime compensation. Should your position become eligible for overtime at any time in the future, your signature on this letter represents your agreement to accept compensatory time in lieu of cash payment for overtime. Compensation for Town Staff is reviewed each fiscal year during the annual salary-setting process prior to September 1st. Any adjustment to your initial salary will follow normal town procedures for annual budgeting and successfully annual performance review.

This offer of employment is contingent upon passing a criminal background check. You may not begin work prior to passing the background check and your appointment is subject to termination if it is later determined that you failed. The Town also requires employees to disclose any new criminal convictions. You will report directly to the Public Works Director.

As a condition of using Town software, computer equipment, and cellphones if issued to you, all employees must take an introductory course on Cyber Security. You are also required to download an authentication app that will allow access into the Town's software systems. New employees are also required to review and sign an acknowledgement of receipt for both their respective job description and the personnel handbook.

You are eligible for the benefit programs normally provided to members of the Town Staff after three (3) months of service. You are immediately eligible for either a Town-provided cellphone or a cellphone allowance of \$30 a month. Normal benefits include health and life insurance, paid-time-off, and inclusion in the 457 (b) retirement program, which the Town pays 5% of your normal salary into the program. You may immediately begin investing in a Roth IRA upon hire.

The Board of Trustees has continued to invest in training for employees, attendance at conferences and training opportunities, subject to availability of funds.

Additional training and membership in professional associations may be requested, subject to supervisor's approval and funding availability.

As a condition of employment, the Town must verify your employment eligibility immediately upon new hire. This is to ensure compliance with Federal Law, which requires every employee to complete a Form I-9, Employment Eligibility Verification, and to provide approved documents for examination.

On your first day of employment, you will be scheduled to meet with the Town Clerk to complete all required employee paperwork.

For reference, Internal Revenue Service policy requires that the Social Security Number and the name of the employee for payroll purposes match the number and employee name found on the Social Security Card. This verification is necessary to comply with IRS policy and to ensure that you are paid in a timely manner.

I'm pleased to welcome you to a high-performing team of professionals that are dedicated to providing excellent services to our Residents and utility customers. We look forward to welcoming you on our team on or before June 24, 2024.

In Public Service,

Cory Heiniger
Paonia Public Works Director
E: coryheiniger_pw@townofpaonia.com

Please indicate your acceptance of the position by signing here:

Signature: Nicole Gisoldi
Nicole Gisoldi

Date: 6-4-24

ACCOUNT	DESCRIPTION	6.6.2024 ACTUAL
UBB Accounts		
CURRENT BALANCES		
x3637	Business Money Market Account - 4.82% Interest Rate	\$ 2,390,656.79
x0857	Conservation Trust Fund - 0.1% Interest Rate	\$ 20,304.95
x3858	Grant Pass Through - 0.00% Interest Rate (May Close Account)	\$ 25,025.00
x0571	Internal Grants - 0.00% Interest Rate (Needed to Receive Grants from State)	\$ 40,912.00
x0733	Operating (Main Account) - 0.00% Interest Rate	\$ 747,666.09
x0911	Park Donations - 0.00% Interest Rate (Need to Transfer to MM & Close)	\$ 12,888.00
x3629	Payroll - 0.00% Interest Rate	\$ 3,160.28
x2318	WWTP - 0.15% Interest Rate (Debt Reserves)	\$ 58,719.27
	Subgroup : Total UBB Accounts	\$ 3,299,332.38
UBB Investment Accounts		
23 MO-2402	CD 181 Days - 5.00% Interest Rate	\$ 212,295.26
23 MO-2578	CD 181 Days - 4.75% Interest Rate	\$ 271,430.75
	Subgroup : Total UBB Investment Accounts	\$ 483,726.01
ColoTrust Investment Accounts		
x8001	General Fund - 5.4156% 30-Day Yield	\$ 584,212.89
x8002	Sewer Restricted - 5.4156% 30-Day Yield	\$ 582,116.23
x8003	Debt Reserve - 5.4156% 30-Day Yield	\$ 117,294.19
x8004	Bridge Reserve - 5.4156% 30-Day Yield	\$ 646,005.27
	Subgroup : ColoTrust Investment Accounts	\$ 1,929,628.58
TOTAL BANK ACCOUNTS		\$3,299,332.38
TOTAL INVESTMENT ACCOUNTS		\$2,413,354.59
TOTAL CURRENT BALANCE ALL ACCOUNTS		\$5,712,686.97

ACCOUNT	DESCRIPTION	ADOPTED FY-2024 BUDGET	MAY 31ST ACTUAL	PERCENT REALIZED
General Fund				
10-31-01	PROPERTY TAXES	\$ 195,000.00	\$ 68,326.93	35%
10-31-02	S.O. AUTO TAXES	\$ 21,000.00	\$ 5,447.87	26%
10-31-03	SALES TAX - TOWN	\$ 785,000.00	\$ 163,060.45	21%
10-31-04	SALES TAX - COUNTY	\$ 260,000.00	\$ 26,091.47	10%
10-31-05	SALES TAX - STATE MARIJUANA	\$ 52,000.00	\$ 5,018.30	10%
10-31-06	CIGARETTE TAX	\$ 1,500.00	\$ 392.89	26%
10-31-07	FRANCHISE TAX	\$ 45,000.00	\$ 30,842.32	69%
10-31-08	PENALTY & INTEREST	\$ 200.00	\$ 6.64	3%
10-31-09	DELINQUENT TAX	\$ -	\$ -	
10-31-10	ABATEMENTS	\$ -	\$ -	
10-31-11 (22-31-06)	MARIJUANA OCCUPATIONAL TAX (Transaction Fee)	\$ 132,000.00	\$ 39,950.00	30%
	Subgroup : TAXES	\$ 1,491,700.00	\$ 339,136.87	23%
General Fund				
10-32-01	LIQUOR LICENSES	\$ 2,750.00	\$ 3,172.50	115%
10-32-02	MISCELLANEOUS PERMITS	\$ 2,500.00	\$ 5,300.00	212%
10-32-03	BUILDING PERMITS	\$ 26,000.00	\$ 12,717.31	49%
10-32-04	SPECIAL REVIEWS	\$ 1,000.00	\$ 1,100.00	110%
10-32-05	ZONING VERIFICATION & ADMINISTRATIVE REVIEWS	\$ 1,000.00	\$ 200.00	20%
10-32-06	VIN INSPECTIONS	\$ 2,200.00	\$ 200.00	9%
10-32-07	PRE-APPLICATION MEETINGS	\$ 1,000.00	\$ -	0%
10-32-09 (26-30-01)	SIDEWALK FEE	\$ 30,000.00	\$ 10,088.96	34%
10-32-10	MARIJUANA LICENSING FEE	\$ 9,000.00	\$ -	0%
	Subgroup : LICENSES, PERMITS & FEES	\$ 75,450.00	\$ 32,778.77	43%
General Fund				
10-33-01	HIGHWAY USER TAX	\$ 56,000.00	\$ 31,036.75	55%
10-33-02	MOTOR VEHICLE - \$1.50	\$ 1,500.00	\$ 321.66	21%
10-33-03	MOTOR VEHICLE - \$2.50	\$ 3,500.00	\$ 777.22	22%
10-33-07	SEVERANCE TAX	\$ 5,500.00	\$ -	0%
10-33-08	MINERAL LEASING	\$ 16,000.00	\$ -	0%
10-33-09	CONSERVATION TRUST FUND	\$ 9,250.00	\$ -	0%
10-33-10	ROAD & BRIDGE	\$ 10,000.00	\$ 2,873.94	29%
	Subgroup : INTERGOVERNMENTAL REVENUES	\$ 101,750.00	\$ 35,009.57	34%
General Fund				
10-34-01	COURT FINES	\$ 100.00	\$ 800.00	800%
10-34-02	POLICE FINES	\$ 2,500.00	\$ 2,969.50	119%
10-34-03	MISCELLANEOUS FINES - BONDS	\$ 100.00	\$ 15.00	15%
10-34-04	OTHER AGENCY CONTRIBUTIONS - PD (B2B COUNTY)	\$ -	\$ 40,802.15	40K%
10-34-05	DOG TAGS	\$ 100.00	\$ 140.00	140%
10-34-06	CODE ENFORCEMENT VIOLATIONS	\$ 2,500.00	\$ -	0%
10-34-10	LAW ENFORCEMENT COST ALLOCATION	\$ -	\$ -	
10-34-50	PD GRANT	\$ 4,000.00	\$ -	0%
	Subgroup : FINES AND FORFEITURES	\$ 9,300.00	\$ 44,726.65	481%

ACCOUNT	DESCRIPTION	ADOPTED FY-2024 BUDGET	MAY 31ST ACTUAL	PERCENT REALIZED
General Fund				
10-35-01	RENTS & ROYALTIES	\$ 3,600.00	\$ 1,320.00	37%
10-35-02	MOTOR FUEL TAX REFUNDS	\$ -	\$ -	
10-35-04	INTEREST INCOME	\$ 115,000.00	\$ 59,079.96	51%
10-35-05	LATE CHARGES	\$ -	\$ 2,128.36	2000%
10-35-06	OTHER INCOME	\$ 100.00	\$ 5,115.35	5115%
10-35-07	INSURANCE PROCEEDS	\$ -	\$ -	
10-35-09	PARK DONATIONS	\$ -	\$ -	
10-35-10	OTHER AGENCY CONTRIBUTIONS	\$ -	\$ -	
10-35-13	BRIDGE RESERVE	\$ -	\$ -	
10-35-15	REFUND OF EXPENDITURES (IRS refund reclassified)	\$ 1,000.00	\$ 8,618.23	862%
10-35-16	RESTITUTION	\$ 5,200.00	\$ 3,642.15	70%
10-35-18	SALES OF ASSETS	\$ -	\$ -	
10-35-20	GRANT REVENUE	\$ 1,035,592.00	\$ 20,264.25	2%
	Subgroup : MISCELLANEOUS REVENUES	\$ 1,160,492.00	\$ 100,168.30	9%
General Fund				
10-39-99	TRANSFER REVENUE	\$ 386,826.00	\$ -	
	Subgroup : TRANSFERS	\$ 386,826.00	\$ -	
General Fund				
	TOTAL GENERAL FUND REVENUES	\$ 3,225,518.00	\$ 551,820.16	17%
General Fund				
	NET SURPLUS (DEFICIT) - General Fund	\$ -		

ACCOUNT	DESCRIPTION	ADOPTED FY-2024 BUDGET	MAY 31ST ACTUAL
ADMINISTRATION	PERSONNEL SERVICES		
10-41-01	MAYOR & TRUSTEES	\$ 9,600.00	\$ 3,700.00
10-41-02	TOWN ADMINISTRATOR/CONTRACT LABOR	\$ 44,500.00	\$ 18,541.71
10-41-03	SALARIES & WAGES	\$ 65,500.00	\$ 24,144.74
10-41-04	EMPLOYER FICA	\$ 7,400.00	\$ 2,913.28
10-41-05	EMPLOYER MEDICARE	\$ 1,750.00	\$ 659.03
10-41-06	UNEMPLOYMENT TAX	\$ 900.00	\$ 90.90
10-41-07	INSURANCE BENEFITS	\$ 15,750.00	\$ 9,327.87
10-41-08	RETIREMENT BENEFITS	\$ 5,200.00	\$ 1,921.56
10-41-09	LIFE/DISABILITY INSURANCE	\$ 500.00	\$ -
10-41-10	WORKMEN'S COMPENSATION	\$ 1,200.00	\$ 466.64
10-41-13	OVERTIME	\$ 982.00	\$ 578.80
	Subgroup : Personnel Services	\$ 153,282.00	\$ 62,344.53
		Percent Realized	41%
ADMINISTRATION	OPERATING		
10-41-15	OFFICE SUPPLIES	\$ 2,000.00	\$ 718.48
10-41-16	OPERATING SUPPLIES	\$ 6,000.00	\$ 2,804.22
10-41-17	POSTAGE	\$ 500.00	\$ 596.60
10-41-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 105,000.00	\$ 49,395.12
10-41-21	AUDIT & BUDGET EXPENSE	\$ 5,000.00	\$ 4,500.00
10-41-22	REPAIRS & MAINTENANCE	\$ 5,000.00	\$ 188.48
10-41-25	TOWN HALL EXPENSE	\$ 12,000.00	\$ 1,404.29
10-41-26	TRAVEL, MEETINGS, & TRAININGS	\$ 10,200.00	\$ 494.17
10-41-27	INSURANCE & BONDS	\$ 10,000.00	\$ 5,040.28
10-41-28	UTILITIES	\$ 5,200.00	\$ 1,338.95
10-41-29	TELEPHONE & INTERNET	\$ 1,800.00	\$ 399.93
10-41-30	PUBLISHING ADS	\$ 6,500.00	\$ 947.38
10-41-31	DUES & SUBSCRIPTIONS	\$ 24,000.00	\$ 14,677.94
10-41-33	DATA PROCESSING	\$ 8,000.00	\$ 2,115.38
10-41-40	MISCELLANEOUS	\$ 5,500.00	\$ 18,876.13
10-41-43	CULTURAL EVENTS	\$ -	\$ -
10-41-44	HUMAN SERVICES	\$ 4,500.00	\$ 3,000.00
10-41-45	BUILDING INSPECTOR	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 211,200.00	\$ 106,497.35
		Percent Realized	50%
ADMINISTRATION	CAPITAL OUTLAY & TRANSFERS		
10-41-73	BUILDING IMPROVEMENTS	\$ 10,000.00	\$ 372.87
10-41-74	MACHINERY & EQUIPMENT	\$ 1,500.00	\$ 478.95
10-41-75	GRANT PROJECTS	\$ 50,000.00	\$ 3,815.00
10-41-90	TREASURER'S FEE	\$ -	\$ 2,052.36
10-41-99	TRANSFERS	\$ -	\$ -
	Subgroup : CAPITAL OUTLAY	\$ 61,500.00	\$ 6,719.18
		Percent Realized	41%
TOTAL		\$ 425,982.00	\$ 175,561.06
		Percent Realized	41%

ACCOUNT	DESCRIPTION	ADOPTED FY-2024 BUDGET	MAY 31ST ACTUAL
LAW ENFORCEMENT PERSONNEL SERVICES			
10-42-02	CONTRACT LABOR (JUDGE)	\$ 6,600.00	\$ 2,750.00
10-42-03	SALARIES & WAGES	\$ 422,500.00	\$ 180,633.48
10-42-04	EMPLOYER FICA	\$ 29,100.00	\$ 1,473.04
10-42-05	EMPLOYER MEDICARE	\$ 6,800.00	\$ 2,622.41
10-42-06	UNEMPLOYMENT TAX	\$ 4,000.00	\$ 361.69
10-42-07	INSURANCE BENEFITS	\$ 65,500.00	\$ 25,077.35
10-42-08	RETIREMENT BENEFITS	\$ 11,000.00	\$ 3,866.21
10-42-09	LIFE/DISABILITY INSURANCE	\$ 1,180.00	\$ -
10-42-10	WORKMEN'S COMPENSATION	\$ 13,000.00	\$ 5,055.20
10-42-11	FPPA PENSION	\$ 40,000.00	\$ 15,743.08
10-42-12	FPPA D&D	\$ 10,000.00	\$ 2,521.49
10-42-13	OVERTIME	\$ 40,800.00	\$ 1,545.30
	Subgroup : Personnel Services	\$ 650,480.00	\$ 241,649.25
		Percent Realized	37%
LAW ENFORCEMENT OPERATING			
10-42-15	OFFICE SUPPLIES	\$ 750.00	\$ 135.78
10-42-16	OPERATING SUPPLIES	\$ 20,000.00	\$ (530.72)
10-42-17	POSTAGE	\$ 500.00	\$ -
10-42-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 5,000.00	\$ 1,833.00
10-42-22	REPAIRS & MAINTENANCE	\$ 1,500.00	\$ -
10-42-23	VEHICLE EXPENSE	\$ 23,500.00	\$ 3,117.92
10-42-26	TRAVEL, MEETINGS, & TRAININGS	\$ 7,500.00	\$ 1,195.40
10-42-27	INSURANCE & BONDS	\$ 55,500.00	\$ 27,588.22
10-42-28	UTILITIES	\$ 2,500.00	\$ 760.13
10-42-29	TELEPHONE & INTERNET	\$ 1,200.00	\$ 353.31
10-42-30	PUBLISHING ADS	\$ -	\$ -
10-42-31	DUES & SUBSCRIPTIONS	\$ 1,200.00	\$ 954.08
10-42-33	DATA PROCESSING	\$ 1,500.00	\$ 340.25
10-42-42	CONTRACT SERVICES	\$ 13,500.00	\$ 6,918.32
10-42-44	HUMAN SERVICES	\$ 1,500.00	\$ 590.70
	Subgroup : Operating Expenditures	\$ 135,650.00	\$ 43,256.39
		Percent Realized	32%
LAW ENFORCEMENT CAPITAL OUTLAY & TRANSFERS			
10-42-73	BUILDING IMPROVEMENTS	\$ -	\$ -
10-42-74	MACHINERY & EQUIPMENT	\$ 39,000.00	\$ 1,163.40
	Subgroup : CAPITAL OUTLAY	\$ 39,000.00	\$ 1,163.40
		TOTAL \$ 825,130.00	\$ 286,069.04
		Percent Realized	35%

ACCOUNT	DESCRIPTION	ADOPTED FY-2024 BUDGET	MAY 31ST ACTUAL
BUILDING	PERSONNEL SERVICES		
10-43-01	MAYOR & TRUSTEES	\$ -	\$ -
10-43-02	CONTRACT LABOR	\$ 52,000.00	\$ 5,707.50
10-43-03	SALARIES & WAGES	\$ -	\$ -
10-43-04	EMPLOYER FICA	\$ -	\$ -
10-43-05	EMPLOYER MEDICARE	\$ -	\$ -
10-43-06	UNEMPLOYMENT TAX	\$ -	\$ -
10-43-07	INSURANCE BENEFITS	\$ -	\$ -
10-43-08	RETIREMENT BENEFITS	\$ -	\$ -
10-43-09	LIFE/DISABILITY INSURANCE	\$ -	\$ -
10-43-10	WORKMEN'S COMPENSATION	\$ -	\$ -
10-43-13	OVERTIME	\$ -	\$ -
	Subgroup : Personnel Services	\$ 52,000.00	\$ 5,707.50
		Percent Realized	11%
BUILDING	OPERATING		
10-43-15	OFFICE SUPPLIES	\$ -	\$ -
10-43-16	OPERATING SUPPLIES	\$ 1,000.00	\$ -
10-43-17	POSTAGE	\$ 500.00	\$ -
10-43-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 5,500.00	\$ 2,660.00
10-43-22	REPAIRS & MAINTENANCE	\$ 500.00	\$ -
10-43-23	VEHICLE EXPENSE	\$ -	\$ -
10-43-26	TRAVEL & MEETINGS	\$ -	\$ -
10-43-27	INSURANCE & BONDS	\$ 1,000.00	\$ 497.08
10-43-28	UTILITIES	\$ 1,500.00	\$ 239.85
10-43-29	TELEPHONE & INTERNET	\$ 1,100.00	\$ -
10-43-30	PUBLISHING ADS	\$ -	\$ -
10-43-31	DUES & SUBSCRIPTIONS	\$ 500.00	\$ 160.00
10-43-33	DATA PROCESSING	\$ -	\$ 408.30
10-43-40	MISCELLANEOUS	\$ -	\$ -
10-43-43	CULTURAL EVENTS	\$ -	\$ -
10-43-44	HUMAN SERVICES	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 11,600.00	\$ 3,965.23
		Percent Realized	34%
BUILDING	CAPITAL OUTLAY & TRANSFERS		
10-43-73	BUILDING IMPROVEMENTS	\$ -	\$ -
10-43-74	MACHINERY & EQUIPMENT	\$ -	\$ -
	Subgroup : CAPITAL OUTLAY	\$ -	\$ -
		TOTAL \$ 63,600.00	\$ 9,672.73
		Percent Realized	15%

ACCOUNT	DESCRIPTION	ADOPTED FY-2024 BUDGET	MAY 31ST ACTUAL
STREETS	PERSONNEL SERVICES		
10-45-02	CONTRACT LABOR	\$ -	\$ -
10-45-03	SALARIES & WAGES	\$ 133,000.00	\$ 43,175.39
10-45-04	EMPLOYER FICA	\$ 8,500.00	\$ 2,687.48
10-45-05	EMPLOYER MEDICARE	\$ 2,000.00	\$ 628.52
10-45-06	UNEMPLOYMENT TAX	\$ 1,100.00	\$ 86.68
10-45-07	INSURANCE BENEFITS	\$ 22,000.00	\$ 7,518.96
10-45-08	RETIREMENT BENEFITS	\$ 7,000.00	\$ 2,140.17
10-45-09	LIFE/DISABILITY INSURANCE	\$ 450.00	\$ -
10-45-10	WORKMEN'S COMPENSATION	\$ 6,700.00	\$ 2,605.36
10-45-13	OVERTIME	\$ 4,500.00	\$ 807.32
	Subgroup : Personnel Services	\$ 185,250.00	\$ 59,649.88
		Percent Realized	32%
STREETS	OPERATING		
10-45-15	OFFICE SUPPLIES	\$ -	\$ 8.79
10-45-16	OPERATING SUPPLIES	\$ 1,500.00	\$ 471.78
10-45-17	POSTAGE	\$ -	\$ -
10-45-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 102,000.00	\$ 17,805.83
10-45-21	AUDIT & BUDGET EXPENSE	\$ 1,500.00	\$ -
10-45-22	REPAIRS & MAINTENANCE	\$ 25,000.00	\$ 4,990.94
10-45-23	VEHICLE EXPENSE	\$ 12,500.00	\$ 1,620.68
10-45-24	RENTALS	\$ 1,500.00	\$ -
10-45-25	SHOP EXPENSE	\$ 1,500.00	\$ 331.60
10-45-26	TRAVEL, MEETINGS & TRAININGS	\$ 1,500.00	\$ 818.27
10-45-27	INSURANCE & BONDS	\$ 3,700.00	\$ 1,839.22
10-45-28	UTILITIES	\$ 13,000.00	\$ 3,904.11
10-45-29	TELEPHONE & INTERNET	\$ 1,100.00	\$ 182.32
10-45-30	PUBLISHING ADS	\$ -	\$ -
10-45-31	DUES & SUBSCRIPTIONS	\$ 1,000.00	\$ 1,572.37
10-45-33	DATA PROCESSING	\$ 1,250.00	\$ 334.90
10-45-40	MISCELLANEOUS	\$ 2,500.00	\$ -
10-45-42	SNOW REMOVAL	\$ 15,000.00	\$ 3,538.58
10-45-43	CULTURAL EVENTS	\$ -	\$ -
10-45-44	HUMAN SERVICES	\$ -	\$ -
10-45-45	BUILDING INSPECTOR	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 184,550.00	\$ 37,419.39
		Percent Realized	20%
STREETS	CAPITAL OUTLAY & TRANSFERS		
10-45-70	CAPITAL OUTLAY	\$ 1,117,680.00	\$ -
10-45-73	BUILDING IMPROVEMENTS	\$ -	\$ -
10-45-74	MACHINERY & EQUIPMENT	\$ 82,500.00	\$ -
10-45-75	GRANT PROJECTS	\$ -	\$ -
10-45-90	TREASURER'S FEE	\$ -	\$ -
10-45-99	TRANSFERS	\$ -	\$ -
	Subgroup : CAPITAL OUTLAY	\$ 1,200,180.00	\$ -
		Percent Realized	6%
TOTAL		\$ 1,569,980.00	\$ 97,069.27
		Percent Realized	6%

ACCOUNT	DESCRIPTION	ADOPTED FY-2024 BUDGET	MAY 31ST ACTUAL
PARKS PERSONNEL SERVICES			
10-46-02	CONTRACT LABOR	\$ 3,600.00	\$ 1,000.00
10-46-03	SALARIES & WAGES	\$ 108,500.00	\$ 34,890.83
10-46-04	EMPLOYER FICA	\$ 7,000.00	\$ 2,168.33
10-46-05	EMPLOYER MEDICARE	\$ 1,650.00	\$ 507.12
10-46-06	UNEMPLOYMENT TAX	\$ 950.00	\$ 69.95
10-46-07	INSURANCE BENEFITS	\$ 18,500.00	\$ 7,782.08
10-46-08	RETIREMENT BENEFITS	\$ 5,750.00	\$ 1,731.32
10-46-09	LIFE/DISABILITY INSURANCE	\$ 350.00	\$ -
10-46-10	WORKMEN'S COMPENSATION	\$ 3,750.00	\$ 1,458.22
10-46-13	OVERTIME	\$ 4,500.00	\$ 725.09
	Subgroup : Personnel Services	\$ 154,550.00	\$ 50,332.94
		Percent Realized	33%
PARKS OPERATING			
10-46-15	OFFICE SUPPLIES	\$ 100.00	\$ -
10-46-16	OPERATING SUPPLIES	\$ 4,500.00	\$ 855.27
10-46-17	POSTAGE	\$ -	\$ -
10-46-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 1,000.00	\$ 164.50
10-46-21	AUDIT & BUDGET EXPENSE	\$ 1,000.00	\$ -
10-46-22	REPAIRS & MAINTENANCE	\$ 28,000.00	\$ 4,304.18
10-46-23	VEHICLE EXPENSE	\$ 4,500.00	\$ 1,837.55
10-46-24	RENTALS	\$ 1,750.00	\$ 1,320.00
10-46-25	SHOP EXPENSE	\$ 750.00	\$ 328.92
10-46-26	TRAVEL, MEETINGS & TRAININGS	\$ 500.00	\$ -
10-46-27	INSURANCE & BONDS	\$ 6,250.00	\$ 3,315.10
10-46-28	UTILITIES	\$ 6,500.00	\$ 3,856.18
10-46-29	TELEPHONE & INTERNET	\$ 750.00	\$ 102.37
10-46-30	PUBLISHING ADS	\$ -	\$ -
10-46-31	DUES & SUBSCRIPTIONS	\$ -	\$ 1,064.95
10-46-32	FEES & PERMITS	\$ 750.00	\$ -
10-46-33	DATA PROCESSING	\$ -	\$ -
10-46-40	MISCELLANEOUS	\$ 3,000.00	\$ -
10-46-42	CONTRACT SERVICES	\$ 3,500.00	\$ 4,581.66
10-46-43	CULTURAL EVENTS	\$ -	\$ -
10-46-44	HUMAN SERVICES	\$ -	\$ -
10-46-45	BUILDING INSPECTOR	\$ -	\$ -
	Subgroup : Operating Expenditures	\$ 62,850.00	\$ 21,730.68
		Percent Realized	35%
PARKS CAPITAL OUTLAY & TRANSFERS			
10-46-70	CAPITAL OUTLAY	\$ -	\$ -
10-46-73	BUILDING IMPROVEMENTS	\$ 42,334.00	\$ -
10-46-74	MACHINERY & EQUIPMENT	\$ -	\$ -
10-46-75	GRANT PROJECTS	\$ 2,500.00	\$ -
10-46-90	TREASURER'S FEE	\$ -	\$ -
10-46-99	TRANSFERS	\$ -	\$ -
	Subgroup : CAPITAL OUTLAY	\$ 44,834.00	\$ -
		Percent Realized	0%
TOTAL		\$ 262,234.00	\$ 72,063.62
		Percent Realized	27%

ACCOUNT	DESCRIPTION	ADOPTED FY-2024 BUDGET	MAY 31ST ACTUAL
WATER			
* Revenue is dependent upon utility rate increases			
WATER UTILITY REVENUE			
60-36-01*	WATER CHARGES	\$ 895,000.00	\$ 368,320.35
60-36-02*	WATER CHARGES - USAGE	\$ 700,000.00	\$ 103,405.91
60-36-03	SALES & SERVICES	\$ 500.00	\$ (4,017.51)
60-36-04	STANDBY TAP FEES	\$ 62,000.00	\$ 25,863.58
60-36-05	BULK WATER	\$ 2,500.00	\$ 4,765.00
60-36-06	RECONNECT FEES & PENALTIES	\$ 1,500.00	\$ -
60-36-07	WATER TAPS	\$ -	\$ 12,425.00
60-36-08	TAPS FEES ASSIGNED FOR STORAGE	\$ -	\$ -
60-36-09	START/STOP SERVICE FEES	\$ 6,500.00	\$ 1,852.14
60-36-10	INTEREST	\$ -	\$ -
60-36-12	RENTS	\$ -	\$ -
60-36-13	MISCELLANEOUS REVENUE	\$ -	\$ 210.43
60-36-15	SALE/DISPOSAL OF ASSETS	\$ -	\$ -
60-36-20	PASS THROUGH FUNDS	\$ -	\$ -
60-36-21	DOLA PASS THROUGH REVENUE	\$ -	\$ -
60-36-22	WPA PASS THROUGH REVENUE	\$ -	\$ -
60-36-23	DWRF GRANT (PRINCIPAL LOAN FORGIVENESS)	\$ -	\$ -
60-36-24	DOLA URS PASS THROUGH REVENUE	\$ -	\$ -
60-36-25	LOAN FUNDS	\$ 7,200,000.00	\$ -
60-36-30	GRANT FUNDS	\$ 1,137,973.00	\$ -
60-36-31	CAPITAL CONTRIBUTIONS	\$ 352,500.00	\$ -
	Subgroup : Total Revenue¹	\$ 10,358,473.00	\$ 512,824.90
		Percent Realized	5%
WATER			
¹ Budget Revenues differ from 20-year cashflow analysis, budget is in whole numbers, cashflow is to the penny			
WATER UTILITY PERSONNEL SERVICES			
60-50-02	TRUSTEE/ADMIN SALARIES	\$ 40,750.00	\$ 15,033.70
60-50-03	SALARIES & WAGES	\$ 236,500.00	\$ 85,048.69
60-50-04	EMPLOYER FICA	\$ 20,000.00	\$ 6,320.70
60-50-05	EMPLOYER MEDICARE	\$ 5,000.00	\$ 1,455.91
60-50-06	UNEMPLOYMENT TAX	\$ 2,500.00	\$ 200.81
60-50-07	INSURANCE BENEFITS	\$ 52,500.00	\$ 17,372.79
60-50-08	RETIREMENT BENEFITS	\$ 15,000.00	\$ 4,718.11
60-50-09	LIFE/DISABILITY INSURANCE	\$ 1,000.00	\$ -
60-50-10	WORKMEN'S COMPENSATION	\$ 5,500.00	\$ 2,138.74
60-50-13	OVERTIME	\$ 17,500.00	\$ 2,690.99
	Subgroup : Personnel Services	\$ 396,250.00	\$ 134,980.44
		Percent Realized	34%
WATER			
WATER UTILITY OPERATING EXPENSES			
60-50-15	OFFICE SUPPLIES	\$ 2,000.00	\$ 1,568.22
60-50-16	OPERATING SUPPLIES	\$ 28,000.00	\$ 6,109.52
60-50-17	POSTAGE	\$ 4,000.00	\$ 773.22
60-50-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 525,000.00	\$ 109,717.88
60-50-21	AUDIT & BUDGET EXPENSE	\$ 7,700.00	\$ 6,750.00
60-50-22	REPAIRS & MAINTENANCE	\$ 75,000.00	\$ 19,237.56
60-50-23	VEHICLE EXPENSE	\$ 6,000.00	\$ 1,602.24
60-50-24	RENTALS	\$ 2,500.00	\$ 429.00
60-50-25	SHOP EXPENSE	\$ 7,300.00	\$ 744.09
60-50-26	TRAVEL, MEETINGS & TRAININGS	\$ 3,500.00	\$ 963.99
60-50-27	INSURANCE & BONDS	\$ 17,000.00	\$ 8,450.44
60-50-28	UTILITIES	\$ 27,500.00	\$ 7,914.05
60-50-29	TELEPHONE & INTERNET	\$ 1,850.00	\$ 926.06

ACCOUNT	DESCRIPTION	ADOPTED FY-2024 BUDGET	MAY 31ST ACTUAL
WATER			
WATER UTILITY OPERATING EXPENSES			
60-50-30	PUBLISHING ADS	\$ 2,000.00	\$ -
60-50-31	DUES & SUBSCRIPTIONS	\$ 27,700.00	\$ 29,453.87
60-50-32	FEES & PERMITS	\$ 9,750.00	\$ 50.00
60-50-33	DATA PROCESSING	\$ 10,500.00	\$ 1,619.59
60-50-40	MISCELLANEOUS	\$ 500.00	\$ 1,361.58
60-50-41	WRITEOFF - UNCOLLECTABLE	\$ -	\$ -
60-50-42	CONTRACT SERVICES	\$ 32,000.00	\$ 5,595.00
60-50-44	NORRIS RETIREMENT	\$ 13,500.00	\$ 3,248.00
60-50-50	WATER POWER AUTHORITY LOAN	\$ 180,000.00	\$ 66,825.23
60-50-51	DRINKING WATER REVOLVING FUND	\$ 24,000.00	\$ -
60-50-52	FCNB INTERIM FINANCING	\$ 500.00	\$ -
60-50-54	DEBT SERVICE	\$ 15,000.00	\$ -
60-50-55	LOAN PRINCIPAL	\$ -	\$ 10,605.11
60-50-56	LOAN INTEREST	\$ -	\$ 21,475.81
60-50-60	WATER STORAGE EXPENDITURE	\$ -	\$ -
Subgroup : Water Operating Expenditures		1,022,800.00	\$ 305,420.46
		Percent Realized	30%
WATER			
WATER UTILITY CAPITAL OUTLAY & TRANSFERS			
60-50-70	CAPITAL OUTLAY	\$ 7,775,000.00	\$ -
60-50-71	PASS THROUGH ACCOUNT	\$ -	\$ -
60-50-72	PASS THROUGH ENGINEERING	\$ -	\$ -
60-50-73	PASS THROUGH OPERATING	\$ -	\$ -
60-50-75	GRANT PROJECTS	\$ -	\$ -
60-50-76	BUILDING IMPROVEMENTS	\$ -	\$ -
60-50-77	MACHINERY & EQUIPMENT	\$ 24,500.00	\$ -
60-50-99	TRANSFERS	\$ -	\$ -
Subgroup : Water Capital Outlay & Transfers		\$ 7,799,500.00	\$ -
		Percent Realized	0%
WATER			
WATER UTILITY DEPRECIATION			
60-59-99	DEPRECIATION	\$ 223,550.00	\$ -
Subgroup : Water Depreciation		\$ 223,550.00	\$ -
		Percent Realized	0%
WATER FUND			
TOTAL REVENUES	\$	10,358,473.00	
TOTAL EXPENDITURES	\$	9,442,100.00	\$440,400.90
		Percent Realized	5%
NET INCOME (LOSS) - Water Utility		\$ 916,373.00	\$ 72,424.00

ACCOUNT	DESCRIPTION	ADOPTED FY-24 BUDGET	MAY 31ST ACTUAL
WASTEWATER			
WASTEWATER UTILITY REVENUE			
70-37-01	SEWER BASE CHARGE	\$ 884,000.00	\$ 326,595.42
70-37-04	SEWER TAPS	\$ -	\$ 10,000.00
70-37-05	SEWER RENTAL PROPERTY	\$ -	\$ -
70-37-07	SALES & SERVICE	\$ -	\$ -
70-37-08	PASS THROUGH FUNDS	\$ -	\$ -
70-37-09	INTEREST INCOME	\$ 23,000.00	\$ 12,536.01
70-37-10	WWTP PAYBACK FUND	\$ -	\$ -
70-37-11	WWTP PAYBACK INTEREST	\$ -	\$ -
70-37-12	RENTS	\$ -	\$ -
70-37-13	GRANT REVENUE	\$ -	\$ 137,756.00
70-37-14	MISCELLANEOUS REVENUE	\$ -	\$ -
	Subgroup : Total Revenue	\$ 907,000.00	\$ 486,887.43
		Percent Realized	54%
WASTEWATER			
WASTEWATER UTILITY PERSONNEL SERVICES			
70-51-02	TRUSTEE/ADMIN SALARIES	\$ 40,750.00	\$ 15,033.81
70-51-03	SALARIES & WAGES	\$ 237,000.00	\$ 85,094.19
70-51-04	EMPLOYER FICA	\$ 18,250.00	\$ 6,326.65
70-51-05	EMPLOYER MEDICARE	\$ 4,500.00	\$ 1,457.32
70-51-06	UNEMPLOYMENT TAX	\$ 2,500.00	\$ 201.00
70-51-07	INSURANCE BENEFITS	\$ 52,000.00	\$ 16,665.07
70-51-08	RETIREMENT BENEFITS	\$ 14,500.00	\$ 4,722.40
70-51-09	LIFE/DISABILITY INSURANCE	\$ 750.00	\$ -
70-51-10	WORKMEN'S COMPENSATION	\$ 5,200.00	\$ 2,022.08
70-51-11	OVERTIME	\$ 16,000.00	\$ 2,695.48
	Subgroup : Personnel Services	\$ 391,450.00	\$ 134,218.00
		Percent Realized	34%
WASTEWATER			
WASTEWATER UTILITY OPERATING EXPENSES			
70-51-15	OFFICE SUPPLIES	\$ 2,000.00	\$ 142.15
70-51-16	OPERATING SUPPLIES	\$ 7,500.00	\$ 2,370.11
70-51-17	POSTAGE	\$ 4,000.00	\$ 756.57
70-51-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 15,250.00	\$ 12,849.88
70-51-21	AUDIT & BUDGET EXPENSE	\$ 7,700.00	\$ 7,000.00
70-51-22	REPAIRS & MAINTENANCE	\$ 75,000.00	\$ 4,803.04
70-51-23	VEHICLE EXPENSE	\$ 6,500.00	\$ 1,516.83
70-51-24	RENTALS	\$ 2,500.00	\$ 375.75
70-51-25	SHOP EXPENSE	\$ 11,500.00	\$ 787.34
70-51-26	TRAVEL, MEETINGS & TRAININGS	\$ 1,000.00	\$ 584.00
70-51-27	INSURANCE & BONDS	\$ 6,750.00	\$ 3,355.32
70-51-28	UTILITIES	\$ 40,000.00	\$ 17,518.35
70-51-29	TELEPHONE & INTERNET	\$ 1,350.00	\$ 1,808.21
70-51-30	PUBLISHING ADS	\$ 500.00	\$ -
70-51-31	DUES & SUBSCRIPTIONS	\$ 4,450.00	\$ 8,215.03
70-51-32	FEES & PERMITS	\$ 7,700.00	\$ 133.30
70-51-33	DATA PROCESSING	\$ 8,500.00	\$ 1,619.59
70-51-40	MISCELLANEOUS	\$ 1,500.00	\$ -
70-51-41	WRITEOFF - UNCOLLECTABLE	\$ -	\$ -
70-51-42	CONTRACT SERVICES	\$ 7,500.00	\$ 1,500.00
70-51-43	GAGING STATION	\$ 5,000.00	\$ -
70-51-44	NORRIS RETIREMENT	\$ -	\$ 2,352.00
70-51-50	DOLA PRINCIPAL & INTEREST	\$ -	\$ -
70-51-51	RURAL DEVELOPMENT PRINCIPAL & INTEREST	\$ 73,250.00	\$ 77,500.00
70-51-52	WWTP PAYBACK FUND EXPENDITURES	\$ -	\$ -
70-51-53	ISSUANCE COSTS	\$ -	\$ -
70-51-54	DEBT RESERVE	\$ 24,000.00	\$ -
	Subgroup : Operating Expenses	\$ 313,450.00	\$ 145,187.47
		Percent Realized	46%

ACCOUNT	DESCRIPTION	ADOPTED FY-24 BUDGET	MAY 31ST ACTUAL
WASTEWATER			
WASTEWATER UTILITY CAPITAL OUTLAY & TRANSFERS			
70-51-70	CAPITAL OUTLAY	\$ 70,000.00	\$ -
70-51-71	PASS THROUGH FUNDS	\$ -	\$ -
70-51-72	ASSET REPLACEMENT RESERVE	\$ -	\$ -
70-51-73	PASS THROUGH OPERATING	\$ -	\$ -
70-51-75	GRANT PROJECTS	\$ -	\$ -
70-51-76	BUILDING IMPROVEMENTS	\$ -	\$ -
70-51-77	MACHINERY & EQUIPMENT	\$ 132,000.00	\$ -
70-51-99	TRANSFERS	\$ -	\$ -
	Subgroup : Wastewater Capital Outlay & Transfers	\$ 202,000.00	\$ -
		Percent Realized	0%
WASTEWATER			
WASTEWATER UTILITY DEPRECIATION			
70-59-99	DEPRECIATION	\$ 100.00	\$ -
	Subgroup : Wastewater Depreciation	\$ 100.00	\$ -
WASTEWATER FUND			
TOTAL REVENUES	\$ 907,000.00		
TOTAL EXPENDITURES	\$ 907,000.00		\$279,405.47
		Percent Realized	31%
NET INCOME (LOSS) - Wastewater Utility		\$ -	\$ 207,481.96

ACCOUNT	DESCRIPTION	ADOPTED FY-24 BUDGET	MAY 31ST ACTUAL
SANITATION			
SANITATION REVENUE			
80-30-02	TRASH CHARGES	\$ 320,000.00	\$ 135,314.38
80-30-03	BULK TRASH CHARGE	\$ 1,500.00	\$ 437.00
80-30-04	TIRE PICK UP	\$ -	\$ -
	Subgroup : Total Revenue	\$ 321,500.00	\$ 135,751.38
		Percent Realized	42%
SANITATION			
SANITATION PERSONNEL SERVICES			
80-52-02	CONTRACT/ADMIN SALARIES	\$ 12,000.00	\$ 1,613.37
80-52-03	SALARIES & WAGES	\$ 93,000.00	\$ 25,075.32
80-52-04	EMPLOYER FICA	\$ 6,800.00	\$ 1,729.39
80-52-05	EMPLOYER MEDICARE	\$ 1,600.00	\$ 382.13
80-52-06	UNEMPLOYMENT TAX	\$ 900.00	\$ 52.72
80-52-07	INSURANCE BENEFITS	\$ 23,000.00	\$ 5,401.16
80-52-08	RETIREMENT BENEFITS	\$ 5,700.00	\$ 1,310.41
80-52-09	LIFE/DISABILITY INSURANCE	\$ 500.00	\$ -
80-52-10	WORKMEN'S COMPENSATION	\$ 4,250.00	\$ 1,652.66
80-52-11	OVERTIME	\$ 4,750.00	\$ 702.15
	Subgroup : Personnel Services	\$ 152,500.00	\$ 37,919.31
		Percent Realized	25%
SANITATION			
SANITATION OPERATING EXPENSES			
80-52-15	OFFICE SUPPLIES	\$ 2,000.00	\$ 142.16
80-52-16	OPERATING SUPPLIES	\$ 1,500.00	\$ 115.02
80-52-17	POSTAGE	\$ 2,500.00	\$ 652.98
80-52-20	LEGAL, ENGINEERING & PROFESSIONAL SERVICES	\$ 5,500.00	\$ 3,029.06
80-52-21	AUDIT & BUDGET EXPENSE	\$ 7,700.00	\$ 6,750.00
80-52-22	REPAIRS & MAINTENANCE	\$ 2,500.00	\$ 86.08
80-52-23	VEHICLE EXPENSE	\$ 15,000.00	\$ 3,337.15
80-52-24	RENTALS	\$ 5,000.00	\$ 110.00
80-52-25	SHOP EXPENSE	\$ 2,500.00	\$ 731.06
80-52-26	TRAVEL, MEETINGS & TRAININGS	\$ 1,000.00	\$ 1,128.91
80-52-27	INSURANCE & BONDS	\$ 6,800.00	\$ 3,380.18
80-52-28	UTILITIES	\$ 3,000.00	\$ 1,295.11
80-52-29	TELEPHONE & INTERNET	\$ 1,400.00	\$ 314.30
80-52-30	PUBLISHING ADS	\$ -	\$ -
80-52-31	DUES & SUBSCRIPTIONS	\$ 2,700.00	\$ 7,433.95
80-52-32	FEES & PERMITS	\$ 1,000.00	\$ 63.00
80-52-33	DATA PROCESSING	\$ 5,000.00	\$ 843.82
80-52-40	MISCELLANEOUS	\$ 1,000.00	\$ -
80-52-41	WRITEOFF - UNCOLLECTABLE	\$ -	\$ -
80-52-42	LANDFILL FEES	\$ 38,100.00	\$ 11,877.75
80-52-43	CLEAN UP DAYS	\$ 7,000.00	\$ -
	Subgroup : Operating Expenses	\$ 111,200.00	\$ 41,290.53
		Percent Realized	37%
SANITATION			
SANITATION CAPITAL OUTLAY & TRANSFERS			
80-52-70	CAPITAL OUTLAY	\$ -	\$ -
80-52-71	PASS THROUGH FUNDS	\$ -	\$ -
80-52-75	GRANT PROJECTS	\$ -	\$ -
80-52-76	BUILDING IMPROVEMENTS	\$ -	\$ -
80-52-77	MACHINERY & EQUIPMENT	\$ -	\$ -
80-52-99	TRANSFERS	\$ -	\$ -
	Subgroup : Sanitation Capital Outlay & Transfers	\$ -	\$ -
		Percent Realized	0%
SANITATION			
SANITATION DEPRECIATION			
80-59-99	DEPRECIATION	\$ 57,800.00	\$ -
	Subgroup : Sanitation Depreciation	\$ 57,800.00	\$ -
		Percent Realized	0%
SANITATION FUND			
TOTAL REVENUES	\$ 321,500.00		
TOTAL EXPENDITURES	\$ 321,500.00		\$ 79,209.84
		Percent Realized	25%
NET INCOME (LOSS) - Wastewater Utility		\$ -	\$ 56,541.54

ACCOUNT	DESCRIPTION	ADOPTED FY-24 BUDGET	APRIL 29TH ACTUAL
NFV AIRPORT			
NFV AIRPORT REVENUE			
50-31-06	AIRPORT REVENUE	\$ 3,100.00	\$ 3,187.50
50-31-15	TRANSFER FROM GENERAL FUND RESERVE	\$ 75,492.00	\$ -
50-31-16	CAPITAL IMPROVEMENT FUND - AIRPORT GRANTS	\$ -	\$ -
	Subgroup : Total Revenue	\$ 78,592.00	\$ 3,187.50
Percent Realized			4%
NFV AIRPORT			
NFV AIRPORT CAPITAL OUTLAY & TRANSFERS			
50-32-70	CAPITAL OUTLAY	\$ 78,592.00	\$ -
50-52-71	PASS THROUGH FUNDS	\$ -	\$ -
50-52-75	GRANT PROJECTS	\$ -	\$ -
50-52-76	BUILDING IMPROVEMENTS	\$ -	\$ -
50-52-77	MACHINERY & EQUIPMENT	\$ -	\$ -
50-52-99	TRANSFERS	\$ -	\$ -
	Subgroup : NFV Capital Outlay & Transfers	\$ 78,592.00	\$ -
Percent Realized			0%
NFV AIRPORT			
NFV AIRPORT DEPRECIATION			
50-59-99	DEPRECIATION	\$ -	\$ -
	Subgroup : NFV Depreciation	\$ -	\$ -
Percent Realized			0%
NFV AIRPORT			
TOTAL REVENUES	\$ 78,592.00		\$3,187.50
TOTAL EXPENDITURES	\$ 78,592.00		\$0.00
Percent Realized			0%
NET INCOME (LOSS) - NFV CAPITAL IMPROVEMENT FUND			\$3,187.50

Paonia Police Department

Law Incident Table, by Date and Time

Date Occurred: 05/01/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:41:32	Parking Problem	GRAND AVE; Paonia, CO	PPD	PPD	
11:46:50	VIN INSPECTION	GRAND AVE; Paonia, CO	PPD	PPD	
11:53:40	VIN INSPECTION	GRAND AVE; Paonia, CO	PPD	PPD	
13:58:48	ANIMAL PROBLEM	HIGHWAY 133, Paonia, CO	PPD	DIST3	
16:03:06	WELFARE CHECK	MAIN AVE; Paonia, CO	PPD	PPD	
18:18:51	Information	PAONIA TOWN PARK, Paonia, CO	PPD		
Total Incidents for this Date: 6					

Date Occurred: 05/02/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:20:26	SUSPICIOUS	4TH ST, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 05/03/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:40:40	LOST/FOUND PROP	4TH ST, Paonia, CO	PPD		
11:11:31	Traffic Stop	GRAND AVE, Paonia, CO	PPD	PPD	CIT
12:03:43	VIN INSPECTION	GRAND AVE; Paonia, CO	PPD	PPD	
16:08:08	SHOPLIFTING	2ND ST; Paonia, CO		PPD	CIT
18:39:11	Information	OAK AVE, Paonia, CO	PPD	PPD	
19:56:34	THEFT	RIO GRANDE AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 6					

Date Occurred: 05/05/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:54:18	SEX OFFENSE	STAHL RD, Paonia, CO	PPD	PPD	
15:15:07	Traffic Stop	4TH ST Paonia, CO	PPD		CIT
15:27:14	Traffic Stop	PEACEFUL LN, Paonia, CO	PPD		CIT
Total Incidents for this Date: 3					

Date Occurred: 05/06/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:50:59	THEFT	GRAND AVE; Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 05/08/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:49:33	CIVIL PROBLEM	BOX ELDER AVE; Paonia, CO	PPD	PPD	
14:12:23	FRAUD	GRAND AVE; PAONIA POLICE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 05/09/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:07:09	SUSPICIOUS	OAK AVE, Paonia, CO	PPD	PPD	
14:33:48	AGENCY ASSIST	BETHLEHEM RD, Paonia, CO	PPD	DIST3	
16:09:30	WELFARE CHECK	NIAGARA AVE, Paonia, CO	PPD	PPD	
20:30:12	Information	3RD ST, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 4

Date Occurred: 05/11/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:21:28	TrafficAccident	NIAGARA AVE; Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 05/13/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
08:03:53	HARASSMENT	ALDER DR, Paonia, CO	PPD	PPD	
13:50:00	CIVIL PROBLEM	NIAGARA AVE, Paonia, CO	PPD	PPD	
15:03:32	Information	NIAGARA AVE, Paonia, CO	PPD	PPD	
21:03:25	SUSPICIOUS	GRAND AVE; Paonia, CO	PPD	PPD	

Total Incidents for this Date: 4

Date Occurred: 05/14/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:18:21	Code Enforce	BOX ELDER AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 1

Date Occurred: 05/16/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:24:22	TrafficAccident	GRAND AVE, Paonia, CO	PPD	PPD	
13:38:45	Child Abuse/neg	ALDER DR, Paonia, CO	PPD	PPD	
15:02:05	Code Enforce	MAIN AVE, Paonia, CO	PPD	PPD	WW

Total Incidents for this Date: 3**Date Occurred: 05/17/24**

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
11:31:04	Traffic Stop	2ND ST, Paonia, CO	PPD	PPD	CIT
11:59:59	Traffic Stop	NIAGARA AVE; Paonia, CO	PPD	PPD	CIT
12:45:13	Traffic Stop	NIAGARA AVE; CO	PPD	PPD	CIT
14:00:53	Traffic Stop	NORTH FORK AVE, Paonia, CO	PPD	PPD	CIT
16:16:17	Parking Problem	4th St., Paonia, CO	PPD	PPD	
17:18:17	Wanted Person	PRICE RD, Paonia, CO	PPD	DIST3	A

Total Incidents for this Date: 6**Date Occurred: 05/18/24**

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:08:51	Disturbance	POPLAR AVE , Paonia, CO	PPD		
15:29:56	SEX OFFENSE	MAIN AVE, Paonia, CO	PPD	PPD	
16:38:04	Traffic Stop	3rd St., Paonia, CO	PPD	PPD	VW
16:53:16	Traffic Stop	Samuel Wade Rd., Paonia, CO	PPD	PPD	VW

Total Incidents for this Date: 4**Date Occurred: 05/19/24**

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:48:06	Traffic Stop	MAIN AVE, Paonia, CO	PPD		CIT
14:07:10	Traffic Stop	4TH ST, Paonia, CO	PPD	PPD	VW
14:33:35	Traffic Stop	SAMUEL WADE RD Paonia, CO	PPD		CIT
15:11:14	Traffic Stop	GRAND AVE, Paonia, CO	PPD		

Total Incidents for this Date: 4**Date Occurred: 05/20/24**

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
12:18:57	Code Enforce	NORTH FORK AVE, Paonia, CO	PPD	PPD	
16:18:16	Code Enforce	MAIN AVE, Paonia, CO	PPD	PPD	

Total Incidents for this Date: 2

Date Occurred: 05/21/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
21:24:42	AGENCY ASSIST	HAYDEN RD & MATHEWS LN, Paonia, CO	PPD		
Total Incidents for this Date: 1					

Date Occurred: 05/22/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
09:18:28	WELFARE CHECK	PEACEFUL LN; NORTH FORK, Paonia, CO	PPD	DIST3	
12:58:54	Code Enforce	GRAND AVE; Paonia, CO	PPD	PPD	
18:34:22	CITIZEN ASSIST	CLARK AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 3					

Date Occurred: 05/23/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
16:25:50	TRESPASS	CLARK AVE, Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 1					

Date Occurred: 05/24/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
13:41:40	Traffic Stop	SAMUEL WADE RD, Paonia, CO	PPD	PPD	
14:01:28	Traffic Stop	HIGHWAY 133; Paonia, CO	PPD	DIST3	CIT
Total Incidents for this Date: 2					

Date Occurred: 05/25/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
18:10:15	Disturbance	POPLAR AVE, Paonia, CO	PPD	PPD	
19:11:52	SUSPICIOUS	GRAND AVE, Paonia, CO	PPD		
Total Incidents for this Date: 2					

Date Occurred: 05/26/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
15:35:40	SUSPICIOUS	4TH ST, Paonia, CO	PPD	PPD	VW
16:09:43	AGENCY ASSIST	MINNESOTA CREEK RD, Paonia, CO	PPD	DIST3	
Total Incidents for this Date: 2					

Date Occurred: 05/27/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
20:13:56	Traffic Stop	Samuel Wade Rd., Paonia, CO	PPD	PPD	VW

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
Total Incidents for this Date: 1					

Date Occurred: 05/28/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
10:29:01	CRIM MISCHIEF	RIO GRANDE AVE, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 1					

Date Occurred: 05/29/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
00:48:49	AGENCY ASSIST	stevens gulch rd, Paonia, CO	PPD	DCSO	
12:00:41	VIN INSPECTION	GRAND AVE; Paonia, CO	PPD	PPD	
12:25:24			PPD		
12:44:36	THEFT		PPD		
16:17:48	ANIMAL PROBLEM	Riverbottom Property, Paonia, CO	PPD	PPD	
Total Incidents for this Date: 5					

Date Occurred: 05/30/24

<u>Time</u>	<u>Nature</u>	<u>Address</u>	<u>Agency</u>	<u>Loctn</u>	<u>Dsp</u>
14:10:37	TrafficAccident	ONARGA AVE, Paonia, CO	PPD	PPD	
18:15:46	Traffic Stop	4th St., Paonia, CO 300 Block	PPD	PPD	VW
19:05:00	Traffic Stop	5th St., Paonia, CO	PPD	PPD	CIT
Total Incidents for this Date: 3					

Total reported: 69

A=1, CIT=13, VW=5, WW=1

A= ARREST

CIT= CITATION

VW= VERBAL WARNING

WW= WRITTEN WARNING

Report Includes:

All dates between `00:00:01 05/01/24` and `00:00:01 05/31/24`, All agencies matching `PPD`, All disposition's, All natures, All location codes, All cities



Paonia Police Department

DEPARTMENT BRIEFING: SUMMARY OF PROGRESS

06/01/2024

- ☐ With the elevated water levels from runoff the department is asking everyone to exercise caution in and around waterways. Please be mindful of pets and children near swift moving water and eroding banks.
- ☐ Officers participated in the Paonia K8 School end of year field day. This is a fun and valuable way for department staff to interact with the students before they leave for summer break.
- ☐ Traffic enforcement continues to be a priority, with most stops resulting in a verbal warning. With school out for the summer the department is encouraging everyone to be mindful of speed limits and be observant of pedestrians and bicycle traffic on our streets.
- ☐ Two officers attended Driving Under the Influence (DUI) training and recertification on DUI breathalyzer equipment in Grand Junction. The cost of the training was free and both officers were successful in recertification.



CONTRACT FOR TOWN ATTORNEY

This Contract between the TOWN OF PAONIA ("Town") and the law firm Clayton Buchner Attorney at Law, LLC ("Attorney") (hereinafter collectively referred to as "the Parties") is as follows:

WITNESSETH:

WHEREAS, the Town is in need of a Town Attorney; and

WHEREAS, Clayton Buchner Attorney at Law, LLC is a duly licensed attorney in the State of Colorado, and Clayton Buchner is willing and able to serve as Town Attorney;

THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. Appointment. The Town hereby appoints the Attorney as Town Attorney for the Town of PAONIA and Attorney hereby accepts the position of Town Attorney. It is understood that the work of the Town Attorney will be performed by Clayton Buchner and shall be principally responsible to the Town Board of Trustees (the "Board") for that work.

2. Term. The services to be performed by the Attorney shall begin upon full execution of this Contract and shall terminate upon resignation or removal of the Attorney. The terms of this Contract will be reviewed no later than December 1, 2025. This Contract does not represent a multi-year fiscal obligation by the Town as services may be terminated at any time if funds are not available or not appropriated for these services, except that invoices for all services performed prior to full execution of a Contract between the Town Board and a different Town Attorney shall be paid within thirty (30) days.

3. Review. The Town Board of Trustees shall conduct an annual performance review of the Attorney in October of odd numbered years prior to April election in even numbered years; however, nothing herein shall limit the authority of the Town Board to evaluate the performance of the Town Attorney at any other times or more frequent intervals, in its sole discretion.

4. Removal or Resignation. Attorney shall serve at the pleasure of the Board and may be removed from the position of Town Attorney at any time by affirmative vote of four members of the Board, the removal to take effect upon written notice to the Attorney. Attorney expressly waives any rights to a charge in writing or an opportunity for a hearing prior to removal. Attorney shall be automatically removed from the position upon the full execution of a Contract between the Town Board and a different Town Attorney. Attorney may voluntarily resign as Town Attorney by providing at least sixty (60) days advance written notice to the Town Board, unless a shorter notice period is agreed to by the Town Board.

5. Services. The Attorney shall perform all duties of the Town Attorney for PAONIA required by Constitution, statute, or ordinance, and shall perform other legal services as requested by the Town Board or by such Town officers or employees as designated by the Town Board. Without limiting the foregoing, the Attorney's duties shall include:

- Attend one Town Board meeting per month or at requested regular meetings to provide counsel on legal issues and attend other meetings as assigned by the Mayor or Board of Trustees. Three times a year or per request of the BOT, an in-person meeting is requested at the rate listed in Section 6 of this contract.

- Ensure acknowledgement of receipt of correspondence from Town Trustees or staff, within 24 hours, with confirm at ion of an estimated timeline of resolution of the issue.
- Ensure acknowledgement of receipt of correspondence from Town Trustees or staff within 48 hours, with confirmation of an estimated timeline of resolution of the issue
- Act as legal advisor to and counsel for the Mayor, Board of Trustees, Town Boards/Commissions, and Town Administrator/Department Heads of the Town of PAONIA.
- Provide guidance on personnel matters, including employee disciplinary and grievance matters.
- Draft, review, or present agreements, bonds. contracts, ordinances, resolutions, and other written instruments pertinent to Town functions or that will be considered by the Town Board, Town Administrator, and Town Staff and provide a legal opinion as necessary as to the consequences of such documents.
- Provide counsel regarding land use rights and the ability to draft, review, and present legal documents relating to acquisitions, easements, variances, rights of way, and other land uses.
- Provide counsel for general municipal procedures and requirements, including without limitation counsel to the Board of Trustees, Town Boards/Commissions and staff on compliance with the Colorado Open Meetings Law, the Colorado Open Records Act, liquor licensing laws, and municipal election law.
- Enforce Town codes, zoning regulations, and building standards through administrative and judicial actions.
- Provide municipal court prosecution services.

6. Compensation. The Town agrees to pay the Attorney for all services under this Contract at a monthly salary of \$1,650.00 (10 hours), and an hourly rate of \$180.00/hour for any work performed in excess of 10 hours, for Clayton Buchner’s legal services. For travel, the Town shall be billed a flat rate of \$800 per round trip if driving and up to \$500 per round trip if flying. If the Attorney needs lodging during any in-person performance of services, the Town shall be billed up to \$120/night for accommodations. Ordinary postage and copies will not be billed to the Town, but charges for extraordinary postage for copies in litigation, serving public notice, or administrative fees (i.e. litigation costs, court filing fees and publication costs) shall be billed to the Town. Bills will typically be delivered by the Attorney electronically or via United States Postal Services, unless the Town directs otherwise.

The Attorney will bill the Town monthly at the end of each month. The bill shall be paid by the Town by the last business day of the following month.

7. Insurance. Attorney shall maintain in full force and effect through the term of this Contract the following types of insurance in at least the limits specified:

Coverage	Minimum Limits of Liability
Professional Liability	\$1,000,000.00

All insurance shall be issued by insurers authorized to do business within the State of Colorado. Prior to the commencement of work, the Licensee shall furnish the Town with certificates of insurance or other satisfactory evidence that such insurance has been acquired and is in full force and effect. Said policies shall not thereafter be canceled, permitted to expire, or permitted to expire without (30) days advance written notice to the Town. In the case of any claims-made policy, the necessary retroactive date(s) and extended reporting period(s) shall be procured to maintain continuous coverage for services under this Contract.

8. Conflicts. Unless otherwise agreed by the Town, Attorney shall not accept work on behalf of any client that will create a conflict or the potential for a conflict with the Town.

9. Compliance with Applicable Laws. The laws of the State of Colorado shall govern the validity, construction, interpretation, and effect of any Contract entered into. The Attorney shall comply with all applicable Federal, State, and local laws and regulations pertaining to the proper provision of services pursuant to this Contract.

10. Outside Legal Counsel. The Town may employ, at the Town's expense, outside the terms of this Contract, other legal counsel determined to be necessary by the Town Board.

11. Amendment. Any amendment to this Contract shall be in writing and agreed to by the Parties.

12. File Retention. The Attorney shall retain files for a period of three (3) years from the completion of a matter unless there is an on-going court retained jurisdiction. The Town may request copies of the files at any time and may have the files at the end of the three (3) year retention period.

13. Independent Contractor.

a. The Attorney shall perform services as an independent contractor to the Town and shall not be deemed by virtue of this Contract to have entered into any partnership, joint venture, employer/employee or other relationship with the Town other than as a contracting party and independent contractor.

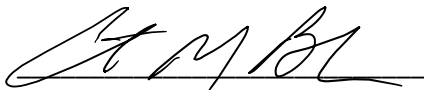
b. The Attorney shall be solely responsible for all compensation, benefits, insurance and employment related rights of any person with the Attorney firm providing the services here under during the course of or arising or accruing as a result of any Attorney firm employment, whether past or present, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such Attorney firm employment. The following disclosure is provided in accordance with Colorado law:

ATTORNEY ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS ATTORNEY OR SOME ENTITY OTHER THAN THE TOWN PROVIDES SUCH BENEFITS. ATTORNEY FURTHER ACKNOWLEDGES THAT NEITHER IT NOR ITS AGENTS OR EMPLOYEES ARE ENTITLED TO WORKERS' COMPENSATION BENEFITS. ATTORNEY ALSO ACKNOWLEDGES THAT IT IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED OR PAID PURSUANT TO THIS CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the dates shown.

Clayton M. Buchner, Attorney at Law, LLC

Town of PAONIA, Colorado



By: Clayton M. Buchner

By:

Its: Owner

Its: Mayor

Date: 6/5/2024

Date:

Attest:

Town Clerk



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

AGENDA ITEM:	SEP 2024-08 Mountain Harvest Fest
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	June 11, 2024
BACKGROUND:	- All fees & deposits have been paid and paperwork turned in. -Pre-Event Meeting with Staff is set for September 4th at 10 am <u>Special Event Liquor License</u> -All fees and paper work have been turned in -Notice Boards have been posted - The Clerk's Office, Police Department and Public Works have no issues with the granting of Special Events Liquor License.
BUDGET:	Revenue \$1,150.00
RECOMMENDATION:	All legal requirements have been met for the Special Event Liquor License
ATTACHMENT:	SEP 2024-08 Mountain Harvest Festival Application Packet



Office of the Town Clerk
Samira Vetter, Town Clerk
214 Grand Ave.
P.O. Box 460
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

5/20/24

Re: SEP 2024-08 Mountain Harvest Festival Fees

Please fill out the Street Closure Form

Fees: Check 1- made out to the **Town of Paonia** *Request to be on Agenda + updated COF*

- Banner Permit- \$50.00
- Barricades 2 x 2 days - \$80.00
- Cones: 12 x 2 days: \$120.00
- Park Rental: 3 days : \$600.00 - \$150.00 Recycling Credit : \$450.00
- Special Event Liquor License 3 days: \$150.00
- Street Closure Sept 27, 2024: 3p-10p: \$350.00

Total: \$1150.00

Refundable Deposits: Check 2 – Made out to the **Town of Paonia**

- Street Closure: \$500.00
- Park: \$250.00

Total: \$ 750.00

Fees need to be remitted to be on the agenda. If you are going to ask them to waive park fees, we will hold the check until after the meeting you are on.

Thank you,

Samira M. Vetter
Paonia Town Clerk

E: SamiraV@townofpaonia.com

*Pre-event meeting: Sept 3rd @ 10 am
Sept 4th @ 10 am
Sept 5th @ 10 am*

CC:

different time better

Town of Paonia

Application for Street Closure

Application Fee: \$50.00

Organization Name: NPVCC
 Address: PO Box 143
 Contact Person: Amy D. Telephone #: 805-798-4806
 Date of Requested Street Closure: Fri Sept 29

Start Time	End Time	Street(s) and Block(s) Requested for Closure
<u>3p</u>	<u>10pm</u>	<u>200 block Grand between 2nd & third</u>

Number of Participants Expected:

200 - 300

I have read the attached Street Closure Ordinance 2023-03 and fully accept all responsibilities required by the Town for this street closure, including the requirement to provide trash containers and portapotties for event goers at my own cost. Attached to this application are the following:

1. A copy of general liability insurance policy;
 2. A check in the amount of \$50.00 per hour of street closure (minimum one hour)
 3. *A check in the amount of \$500.00 for deposit to be held by the Town of Paonia
 (The deposit will be returned to the applicant following the event in full if the street(s) are in the same condition prior to closure);
 4. Written proof of notification to all adjoining property owners and businesses; and written description of any vending and/or commercial activity occurring during the event.
- * I acknowledge and agree that The Town may draw on my organization's deposit upon my organization's (1) failure to ensure the removal of all barricades, event organizer and vendor equipment and personal property, trash containers and receptacles, and any other items placed by my organization or vendors in the event area by such time as the event is required to conclude as established in this permit, or (2) upon my organization's*

Applicant Signature: [Signature] Date: 5-22-24

Comments from Chief of Police or Proxy: _____

Town of Paonia Use Only

[] Approved [] Denied Date: _____

Signed: _____

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

ORDINANCE NO. 2023-03

AN ORDINANCE AMENDING SECTION 11-1-80 OF THE PAONIA MUNICIPAL CODE REGARDING STREET CLOSURES

WHEREAS, the Town of Paonia (the "Town") is a municipal corporation duly organized and existing under the laws of the State of Colorado; and

WHEREAS, the Town Board of Trustees desires by this Ordinance to amend the street closure permitting requirements of Section 11-1-80 of the Paonia Municipal Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PAONIA, COLORADO, AS FOLLOWS:

Section 1. Section 11-1-80 of the Paonia Municipal Code is hereby amended to read as follows (words added are underlined; words deleted are ~~stricken through~~):

Sec. 11-1-80. - Street closure; permit.

(a) Persons and/or organizations requesting a parade or other event involving street closure within the Town limits must apply in writing to the Town Clerk for a street closure permit. The Town Clerk shall submit such application to the Chief of Police for comment and to the Town Administrator for review and denial or approval.

(b) The issuance of a street closure permit shall be in accordance with applicable provisions herein, the provisions for street closure as set forth below, and any applicable provisions of the ordinances of the Town regarding the private usage of public property. Such permit is revocable by the Town Administrator Manager, the Mayor, or Mayor Pro Tem.

(c) The fee and deposit amount for submittal of a street closure permit application will be set by Resolution as determined from time-to-time by the Board of Trustees. The deposit, minus any amounts lawfully drawn upon by the Town in accordance with subsection (o) of this Section, shall be returned to the applicant within the thirty (30) day period subsequent to the event and upon the Town Administrator's determination that the street and adjoining area are returned to the same condition as prior to the closure as further detailed in subsection (o).

(d) The application shall be submitted no less than thirty (30) days in advance of the event.

(e) The Town Administrator shall not approve any street closure if the Town does not have sufficient resources to properly manage the event in a manner consistent with the preservation of the public peace, health and safety and to

Trustees upon the Board's finding that the application demonstrates:

(1) A need for a closure longer than ten (10) hours in duration for the success of the event;

(2) That the proposed period of closure in excess of ten (10) hours is the maximum amount of time necessary for the success of the event;

(3) That the extended period of the closure will not unduly burden the Town staff or Town resources;

(4) That the proposed event is open to all members of the public;
and

(5) That the event will not unreasonably interfere with business patronage in the vicinity of the proposed event area.

(n) The Town Administrator shall not approve the closure of:

(1) Any city block more than two (2) times in any thirty (30) day period;

(2) Any city block in the Core Commercial (C-1) or Community Commercial (C-2) more than five (5) times in a calendar year; or

(3) Any city block in the Core Commercial (C-1) zone district for any single organization more than two (2) times in any calendar year.

For purposes of this subsection, "city block" shall mean the distance along the subject street between the two (2) nearest intersecting through streets or, where there is no second intersecting through street, the distance along the subject street from the intersecting through street to the dead end.

(o) The Town may draw on the deposit under the following circumstances:

(1) The applicant's failure to ensure the removal of all barricades, event organizer and vendor equipment and personal property, trash containers and receptacles, and any other items placed by the applicant in the event area by such time as the event is required to conclude as established in the street closure of the permit; or

(2) The applicant's failure to return the event area free of trash and to the condition existing prior to the event within twelve (12) hours of the



Name:

NFVCC

Address/Email:

nfcreativecoalition@gmail.com

Phone:

Amy DeLuca

805-798-4806

Date of Request:

ASAP

Pick'n / Mt. Harvest

Meeting Date Request:

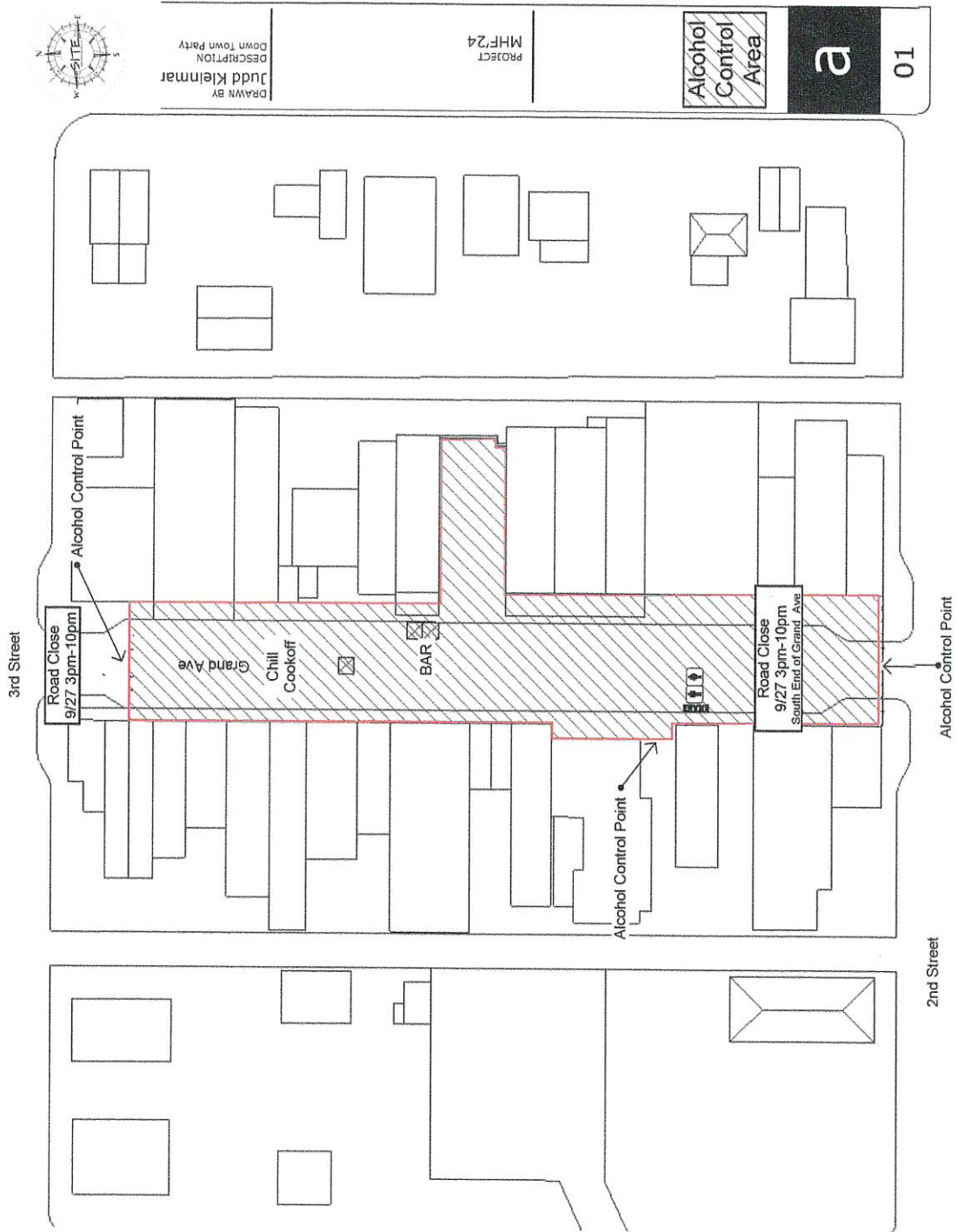
5-22-24

Subject:

Pick'n liquor license *Mt. Harvest waived fees

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

Presentation:



Town of Paonia Park/Event Registration Application

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

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

Applicant Name: Amy DeLuca
Organization: NFV Creative Coalition
Mailing Address: PO Box 143
Telephone Number: 805-798-4806
Event Manager (if different than Applicant): Judd Kleinman
Event Manager Telephone: 720-320-8987
Event Manager E-Mail: juddkleinman@gmail.com

Please describe the event: 23rd Annual Mt. Harvest Festival
celebrating ^{music} art & agriculture in
the NF Valley
Event Date(s): Fri 9/27/24 Event Hours: 3-10pm
Event Date(s): Sat 9/28/24 Event Hours: 8a-10pm
Event Date(s): Sun 9/29/24 Event Hours: 8a-6pm
Event Date(s): _____ Event Hours: _____

Which park do you want to use?

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

Will there be alcohol?

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

Will there be vendors?

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

Are you having a parade? Do you need a street closed? FRI 9/27/24 (3-10p)

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

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

- ☐ No
☒ Yes meeting w/ T.O.P to follow

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

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

Promotion:

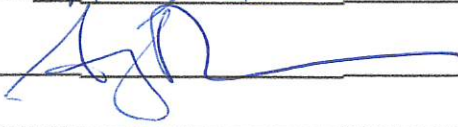
The Town is willing to promote your event by posting submitted material on the Town website, the Town of Paonia Facebook page, via e-mail to people who are on the Town's subscribed list, and/or a poster placed in the Town Hall entryway.

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

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

Signed and submitted this 1 day of MAY, 2024

Printed Name: Amy DeLuca

Signature: 

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

Date of Pre-Event Meeting: _____

- ☐ Application is deemed complete and is accepted. Employee Initials _____

- ☐ Application requires Board of Trustee Approval.

Hearing Date: _____

Comments: _____

Pricing:

☐ **Half Day (4 Hours or less)** \$ 150.00/day
 Refundable Deposit for Cleaning & Materials \$ 100.00
 Includes: 3 dumpsters and up to 5 vendors
 Date Submitted _____ Amount _____

Full Day (6+ Hours until 10:00p) \$ 225.00/day
 Refundable Deposit for Cleaning & Materials \$ 250.00
 Includes: 3 dumpsters and up to 10 vendors
 Date Submitted _____ Amount _____

☒ **Multi-Day Rate (3+ consecutive days)** \$ 200.00/day
 Refundable Deposit for Cleaning & Materials \$ 250.00
 Includes: 3 dumpsters and up to 10 vendors
 Date Submitted MAY 1, 2024 Amount \$600.00

☐ **Additional Vendors (More than 10)** \$ 15.00/ea.
 Date Submitted _____ Amount _____

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

Date Submitted MAY 1, 2024 Amount _____

☐ **Any additional fees submitted (street closure, liquor licensing, etc):**
 Type: _____ \$ _____
 _____ \$ _____
 _____ \$ _____
 _____ \$ _____

Date Submitted _____ Amount _____

☒ **Recycling:** Should the event provide recycling, \$ 150.00
 a \$50 credit shall be applied. *If recyclable material is thrown into a Town dumpster by applicants' representatives, the credit will not apply.*

TOTAL FEES SUBMITTED \$ 450.00

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

Application for a Special Events Permit

Departmental Use Only

97

In order to qualify for a Special Events Permit, You **Must Be Nonprofit**
and One of the Following (See back for details.)

- | | | |
|--|--|--|
| ☒ Social | ☐ Athletic | ☐ Philanthropic Institution |
| ☐ Fraternal | ☐ Chartered Branch, Lodge Or Chapter | ☐ Political Candidate |
| ☐ Patriotic | ☐ Of A National Organization Or Society | ☐ Municipality Owning Arts Facilities |
| ☐ Political | ☐ Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 ☒ Malt, Vinous And Spirituous Liquor	\$50.00 Per Day	Liquor Permit Number
2170 ☐ Fermented Malt Beverage	\$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate <u>North Fork Valley Creative Coalition</u>	State Sales Tax Number (Required) <u>46-2288267</u>
---	--

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <u>PO Box 143</u> <u>Paonia Co 81428</u>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <u>Paonia Town Park</u> <u>200 block Grand Ave</u>
---	---

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
4. Pres./Sec'y of Org. or Political Candidate <u>Amy DeLuca</u>	<u>6-17-68</u>	<u>40887 German Cr. Dr.</u>	<u>805-798-4806</u>
5. Event Manager <u>Judd Kleinman</u>	<u>2-19-71</u>	<u>47 Pan American</u>	<u>720-320-8987</u>

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? ☒ NO ☐ YES HOW MANY DAYS? _____	7. Is premises now licensed under state liquor or beer code? ☒ NO ☐ YES TO WHOM? _____
--	--

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date <u>Fri 9/27/24</u>	Date <u>Sat 9/28/24</u>	Date <u>Sun 9/29/24</u>	Date	Date
Hours From <u>3P</u> .m.	Hours From <u>10 a.</u> .m.	Hours From <u>10 a.</u> .m.	Hours From	Hours From
To <u>9:30</u> .m.	To <u>10 p.</u> .m.	To <u>6 p.</u> .m.	To	To

Grand Ave Park

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature <u>Amy DeLuca</u>	Title <u>Vice President NFVCC</u>	Date <u>5-1-24</u>
--------------------------------	--------------------------------------	-----------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

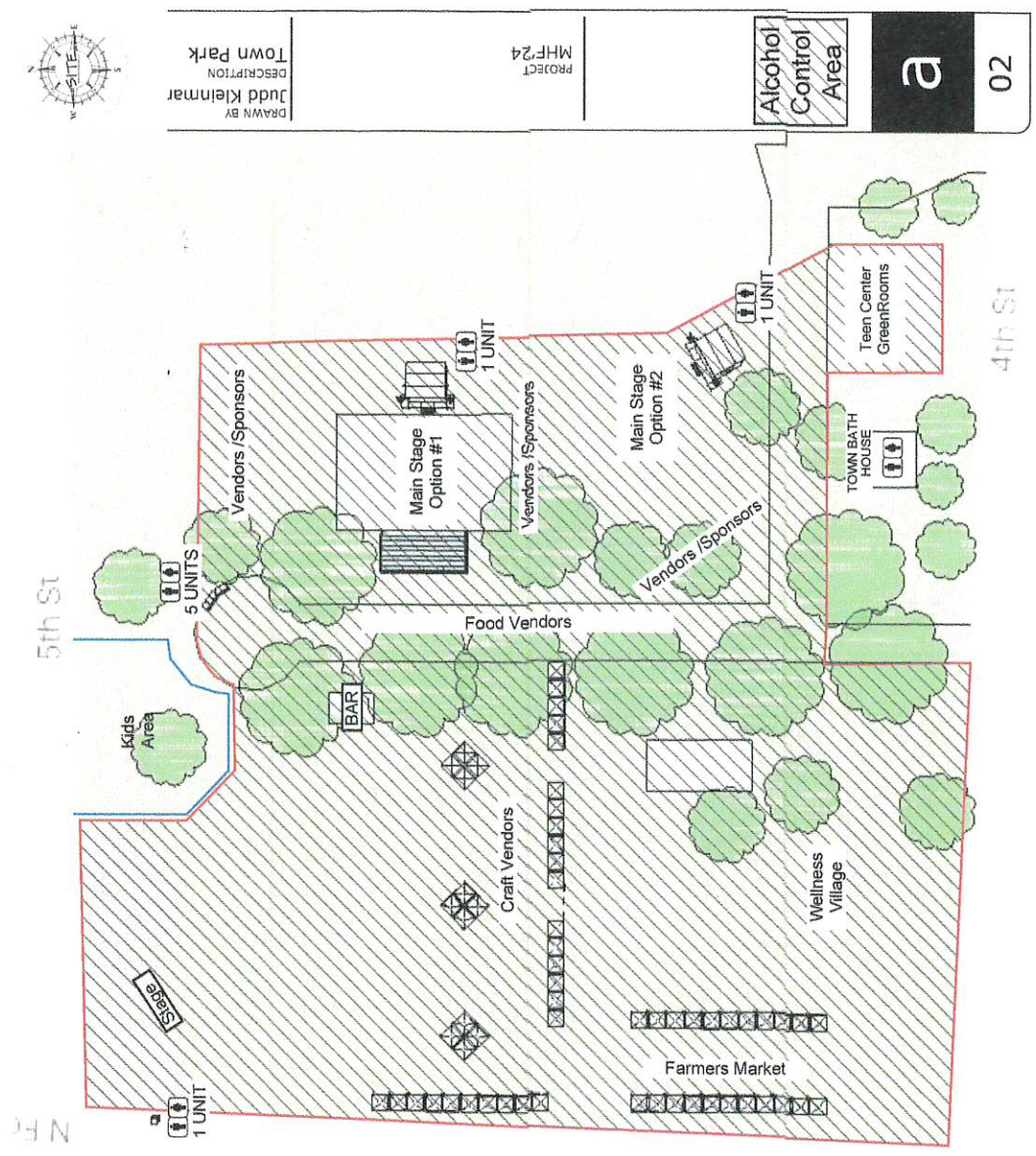
Local Licensing Authority (City or County)	☐ City ☐ County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information

License Account Number	Liability Date	State	Total
		-750 (999)	\$

(Instructions on Reverse Side)



02	a	Alcohol Control Area
PROJECT MHF'24		
DRAWN BY Judd Kleinmar		
DESCRIPTION Town Park		



EVENT SAFETY PLAN

INTRODUCTION

The Mountain Harvest Festival will take place on September 27nd- 29th, 2023 in Paonia Colorado – It will take place in Paonia Town Park on all three days and on the 300 block of Grand Ave on Final Friday 27th. The purpose of this plan is to provide an outline of festival safety operations and communications. This plan is not intended to be a detailed guide to respond to every situation that may occur at the festival regarding safety and security.

ALCOHOL SERVICES - In compliance with the State of Colorado alcoholic beverages will be served at both Town Park and on Grand Ave. Festival will be in compliance with applicable laws associated with operation under licenses required for sale and consumption of alcoholic beverages. A perimeter will be established and guarded on Grand Ave. Security services will be provide by Citadel Security

MEDICAL PLAN

First Aid kits will be available at the festival INFO tent and at the stages. In the case of a medical emergency we will use North Fork Ambulance VIA 911.

HOSPITAL LOCATIONS -

PRIMARY HOSPITALS

1. Delta Health 1501 E 3rd St, Delta, CO 81416 (970) 874-7681
2. St. Mary's 2635 N 7th St, Grand Junction, CO 81501. (970) 298-2273

SHOW PAUSE PLAN

The festival will maintain a show pause plan where designated staff (security consulting rep/designated crowd monitor and/or stage manager) will have autonomy to pause a performance or take directive from festival command. The show pause plan will be implemented when any situation occurs at a stage requiring the performance to stop. This plan encourages artist participation but also does not require artist permission or participation.

EMERGENCY PLAN

The festival is subject to a variety of risks including, but not limited to, weather, fire, and civil disturbance. **Public safety officials will be in command of any emergency** with the festival providing support as directed. The purpose of this Emergency plan is to outline the festival's approach to emergency response and communications.

SITUATIONS AND ACTIONS – Emergency situations will be classified in one of two ways:

1. Non-Immediate – Situations identified either through monitoring or intelligence that will occur in the future allowing for a proactive approach to response and communications. I.E., civil disturbances, approaching weather-event.
2. Immediate – Situations that occur without notice that require immediate action and require a reactive approach to response and communication. I.E. Acts of terrorism, structural failure, hazardous materials exposure, fire.

SAMPLE SITUATIONS AND ACTIONS

APPROACHING WEATHER

Situation: If rain or other weather is moving toward the area, which may or may not impact the festival, an information alert is issued by the Command Post.

Action: If this situation occurs, the following will take place:

- Command Post will notify Emergency Team members of the specific situation and message an information notice only. Typically, no action is required.
- An ALL-CALL transmission will go out to all radio users informing them of the alert in a clear and succinct manner. Updates will be messaged out every 30 minutes until the alert is waived off.

Sample information Alert – Please stand by for an announcement. We have been informed that light to moderate rain is on its way to this area. We are not expecting a severe storm, but we may delay the festival temporarily due to rain.



Town of Paonia

Temporary Banner Permit

Organization Name: NFV Creative Coalition
 Address: PO Box 143
 Contact Person: Amy DeLuca Telephone #: 805-798-4806
 Event: 23rd Annual Mt. Harriet Festival Date(s): 9/15-10/2/24

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

\$50.00

Banner Specifications:

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

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

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

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

Applicant Signature: _____

Date: MAY 1, 2024

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

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

Town of Paonia

Street Barricade, Cone, Barrel Rental

Organization Name: NPV Creative Coalition
Address: Po Box 143
Contact Person: Amy DeLuca Telephone #: 805-798-4806
Date of Requested Rental: 9/27/24 + 9/28/24

	Start Time	End Time	Street(s) and Block(s) Rental Requested for
9/27	3p	10p	200 Block Grand between 3rd + 2nd
9/28	8p	10p	Town Park Teen Center

☒ **Barricade Rental:** \$10 Per Barricade per Event \$ 20
Total is # of barricades x \$10 x number of events.

☒ **Street Cone Rental:** 5 per Cone per Event \$ 60
Total is # of cones x \$5 x number of events.

☐ **Street Barrel Rental:** 10 per Barrel per Event \$
Total is # of barrels x \$10 x number of events.

$\$80 \times 2 = \160

Applicant Signature: [Signature] Date: 5-1-24

Comments from Chief of Police or Proxy: _____

Town of Paonia Use Only

☐ Approved ☐ Denied Date: _____

Signed: _____

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

North Fork Valley Creative Coalition, Inc

is a

Nonprofit Corporation

formed or registered on 08/04/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121427405 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/29/2024 that have been posted, and by documents delivered to this office electronically through 05/01/2024 @ 13:36:12 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/01/2024 @ 13:36:12 in accordance with applicable law. This certificate is assigned Confirmation Number 15999280 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



NORTFOR-05

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) 104
5/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	CONTACT NAME: Karie Hancock	
	PHONE (A/C, No, Ext): (970) 497-1030 FAX (A/C, No):	
	E-MAIL ADDRESS: karieh@mtnwest.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura Insurance Company	22543
INSURED North Fork Valley Creative Coalition Inc. PO Box 143 Paonia, CO 81428	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		CP3240175	12/4/2023	12/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			CP3240175	12/4/2023	12/4/2024	D&O Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Civic Club

Certificate holder is named as additional insured with respect to general liability, if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Paonia PO BOX 460 Paonia, CO 81428	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

NOTICE

PURSUANT TO THE LIQUOR LAWS
OF COLORADO

North Fork Valley Creative Coalition
for Picking in the Park

HAS REQUESTED THE LICENSING
OFFICIALS OF The Town of Platte
TO Grant a Special Event Liquor License
LICENSE AT: 700 4th St Town Park

June 1, 2, 10 & 12, 2024 2024
HEARING ON APPLICATION TO BE HELD AT:
Platte Town Hall 214 Grand Avenue,
Platte, CO 80622

TIME AND DATE: June 11, 2024 @ 4:30pm
DATE OF APPLICATION: May 1, 2024
BY ORDER OF: Town Clerk
OFFICERS: Platte Board of Trustees

NOTICE

PURSUANT TO THE LIQUOR LAWS
OF COLORADO

North Fork Valley Creative Coalition
Mountain Harvest Festival

HAS REQUESTED THE LICENSING
OFFICIALS OF The Town of Platte
TO Grant a Special Event Liquor License
LICENSE AT: 700 4th St Town Park

Sept 28 & 29, 2024
HEARINGS ON APPLICATION TO BE HELD AT:

Platte Town Hall 214 Grand Avenue Platte, CO
80622

TIME AND DATE: June 11, 2024 @ 4:30pm
DATE OF APPLICATION: May 1, 2024
BY ORDER OF: the Town Clerk
OFFICERS: The Platte Board of
Trustees

Grand Ave

NOTICE

PURSUANT TO THE LIQUOR LAWS OF COLORADO

North Fork Valley Creative Coalition -
Mountain Harvest Festival

HAS REQUESTED THE LICENSING
OFFICIALS OF The Town of Paonia
TO Grant a Special Event Liquor License
LICENSE AT: the 200 Block of Grand
Avenue on Friday September 29, 2024 3p-10p
HEARING ON APPLICATION TO BE HELD AT:
Paonia Town Hall, 214 Grand Avenue, Paonia
CO 81428

TIME AND DATE: June 11, 2024 @ 6:30pm
DATE OF APPLICATION: May 1, 2024
BY ORDER OF: The Town Clerk
OFFICERS: The Paonia Board of Trustees

NOTICE OF THE PLACE AT WHICH PETITIONS OR APPLICATIONS MAY BE FILED

Form 100-100-100-100-100

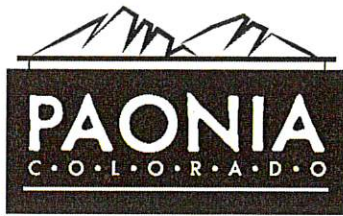
ISSUED BY THE TOWN OF PAONIA

FORM 100-100-100-100-100



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

AGENDA ITEM:	SEP 2024-09 Pickin' in the Park
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	June 11, 2024
BACKGROUND:	- All fees & deposits have been paid and paperwork turned in. -Pre-Event Meeting with Staff is set for July 23, 2024 @ 10 am <u>Special Event Liquor License</u> -All fees and paper work have been turned in -Notice Boards have been posted - The Clerk's Office, Police Department and Public Works have no issues with the granting of Special Events Liquor License.
BUDGET:	Revenue \$760.00
RECOMMENDATION:	All legal requirements have been met for the Special Event Liquor License
ATTACHMENT:	SEP 2024-09 Pickin' in the Park Application Packet



Office of the Town Clerk
Samira Vetter, Town Clerk
214 Grand Ave.
P.O. Box 460
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

5/20/24

Re: SEP 2024-09 Pickin' at the Park Fees

Please sign the rental form for barricades and cones

Fees: Check 1- made out to the **Town of Paonia**

- Barricades 3 x 4 days - \$120.00
- Cones: 12 x 4 days: \$240.00
- Park Rental: 4 1/2 days : \$100.00 - \$200.00 Recycling Credit : \$200.00
- Special Event Liquor License 4 days: ~~\$200.00~~

Total: \$760.00 (\$560.00 Pickin' Productions \$200.00 NFVCC)

Refundable Deposits: Check 2 – Made out to the **Town of Paonia**

- Park: \$100.00

Fees need to be remitted to be on the agenda. If you are going to ask them to waive park fees, we will hold the check until after the meeting you are on.

Thank you,

Samira M. Vetter

Paonia Town Clerk

E: SamiraV@townofpaonia.com

*Pre-event meeting: July 22 @ 10am
July 23 @ 10am
July 24 @ 10am*

different time ?

CC:

TOWN OF PAONIA
REQUEST TO BE PLACED ON AGENDA
 PO Box 460
 Paonia, CO 81428
 970/527-4101
 Paonia@townofpaonia.com



Here are things you need to know:

Formal Board agenda items should be matters of substance for the Board to consider. Examples include: Presentations to the Board seeking support or wishing to inform the Board of plans that affect the Town, Committees presenting their goals and accomplishments, Items that need Board approval to proceed.

Submitting an agenda request does not guarantee placement on an agenda. The Mayor will determine if this is an appropriate item for consideration on the Board of Trustees' formal agenda.

Should this request be denied, the requester may present their item in writing to the Board under correspondence received or by making a verbal comment within the established time limit at the beginning of a regular meeting.

Please complete the following information and return this form no later than Tuesday, two weeks prior to the Board meeting to the Town Hall at 214 Grand Avenue. If the regular meeting is on the Tuesday the 28th, the request must be received before 5pm on Tuesday the 14th.

If your issue is placed on the agenda, be aware that your presentation is limited to 5 minutes.

Office hours are Monday through Friday, 8:00 a.m. to 4:30 p.m.
 Regular Board meetings are scheduled for the second and fourth Tuesdays of each month.

Subject: Up to 6 words (example: Town Park, Potholes, Open Meetings, etc.)

Name of Requester or Presenter:

Representing: (Group or Agency name, or Self) Rob Miller, Pickin' productions

Date of submittal: 3-28-24

Date of Requested Board Meeting: (Insert Board Meeting date)

→ (May, please)

Specific request:

Town of Paonia

Park/Event Registration Application

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

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

Applicant Name: Rob. Miller

Organization: Pickin Productions

Mailing Address: Po Box 1690

Telephone Number: 970 260 6493

Event Manager (if different than Applicant): _____

Event Manager Telephone: _____

Event Manager E-Mail: Pickin productions@gmail.com

Please describe the event: _____

Free Concerts

Event Date(s):	<u>8.1.24</u>	Event Hours:	<u>6-10 pm</u>
Event Date(s):	<u>8.8.24</u>	Event Hours:	<u>6-10</u>
Event Date(s):	<u>8.15.24</u>	Event Hours:	<u>6-10</u>
Event Date(s):	<u>8.22.24</u>	Event Hours:	<u>6-10</u>

Which park do you want to use?

- ☒ Town Park – 700 Fourth Street
☒ Green space including shelters and gazebo
☐ Football and/or Back Field area
☐ Apple Valley Park – 45 Pan American Avenue
☐ Poulos Park – 221 Grand Avenue
☐ River Park – Grand Avenue

Will there be alcohol? (Alcohol Requires Board of Trustees Approval)

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

Will there be vendors?

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

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

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

Do you have any special requests? (i.e. - gate openings at certain times?)

- ☐ No
☒ Yes *GATE opened by 10 AM. A dozen cones + 3 barricades. Make sure all Electrical works on GAZEBO stage + vendor area. Thank you.*

Pricing:

☒ **Half Day (4 Hours or less)** x4 \$ 100.00/day
Includes: 3 dumpsters and up to 5 vendors
Date Submitted _____ Amount \$ 400.00

☐ **Full Day (4+ Hours until 10:00p)** \$ 225.00/day
Includes: 3 dumpsters and up to 10 vendors
Date Submitted _____ Amount _____

☐ **Multi-Day Rate (3+ consecutive days)** \$ 200.00/day
Includes: 3 dumpsters and up to 10 vendors
Date Submitted _____ Amount _____

☐ **Additional Vendors (More than 10)** \$ 15.00/ea
Date Submitted _____ Amount _____

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

☐ **Any additional fees submitted (street closure, liquor licensing, etc):**
Type: _____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____
Date Submitted _____ Amount _____

☒ **Recycling:** Should the event provide recycling, a \$50 credit shall be applied. \$ 200.00

☐ **4 Hours or Less:** \$100 refundable deposit for cleaning/materials. \$ _____

☐ **4+ Hours Until 10PM:** \$250 refundable deposit for cleaning/materials. \$ _____

TOTAL FEES SUBMITTED Legacy Event \$? \$ 200.00

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

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

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

Promotion:

The Town is willing to promote your event by posting submitted material on the Town website, the Town of Paonia Facebook page, and/or a poster placed in the Town Hall entryway.

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

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

Signed and submitted this 28 day of March, 2024

Printed Name: Rob Miller

Signature: [Signature]

- ☐ Unless waived by Town staff, no less than two weeks before the event, a meeting **must** be scheduled with the Public Works Director, Town Clerk and the Police Chief, or designees to finalize all plans and coordinate last minute items.

Date of Pre-Event Meeting: _____

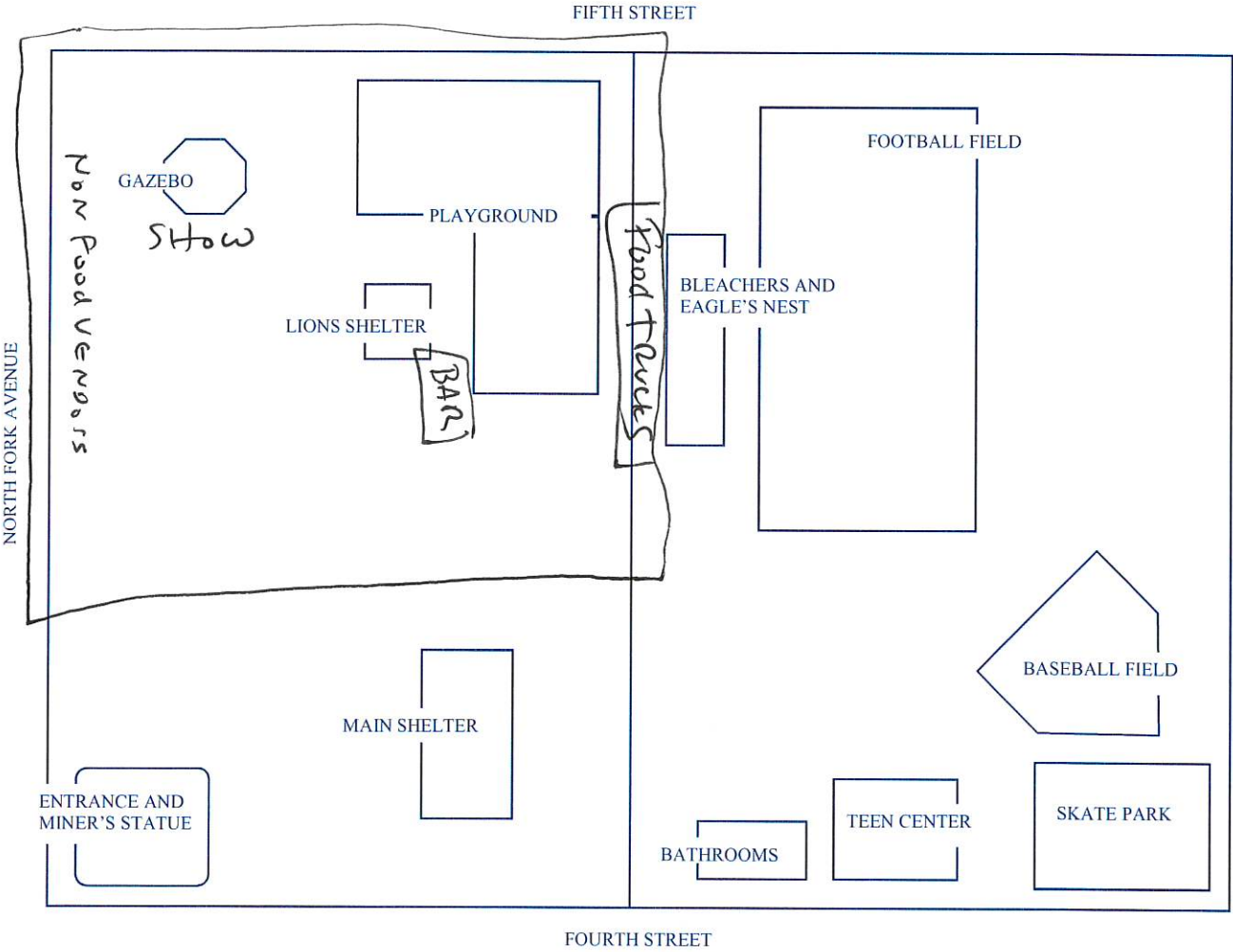
- ☐ Application is deemed complete and is accepted. Employee Initials _____

- ☐ Application requires Board of Trustee Approval.

Hearing Date: _____

Comments: _____

TOWN PARK MAP



Rob Miller
Pickin' Productions
PO Box 1690
Paonia, CO 81428

970.260.6493
pickinproductions@gmail.com
www.pickinproductions.com

Pickin' in the Park
August 1, 8, 15, 22 - 2024

Main Contact: Rob Miller (See above information)

Liability Insurance: We will submit with the town cited in at least 60 days prior

Medical Plan: We will have North Fork ambulance on premises for all four shows. Backup plan is to call 911 for medical emergencies. We have a first aid kit on hand for smaller situations.

Parking Plan: We borrow traffic cones from the town and reserve parking space for the band's vehicles, as well as our staff.

Safety Plan: Call 911 for emergencies, and we have the number for our local police on hand.

Security Plan: A local non-profit (North Fork Creative Coalition) will hold the liquor license. They will ID everyone who looks under 50 years old, and places wristbands on people purchasing alcohol. They have at least two "alcohol watchdogs" walking around the park. We also have a small staff who is looking out for glass in the park and anyone bringing in outside alcohol. Both teams are on the lookout for public intoxication.

Application for a Special Events Permit

Departmental Use Only

116

In order to qualify for a Special Events Permit, You **Must Be Nonprofit**
and **One of the Following** (See back for details.)

- | | | |
|--|--|--|
| ☒ Social | ☐ Athletic | ☐ Philanthropic Institution |
| ☐ Fraternal | ☐ Chartered Branch, Lodge Or Chapter | ☐ Political Candidate |
| ☐ Patriotic | ☐ Of A National Organization Or Society | ☐ Municipality Owning Arts Facilities |
| ☐ Political | ☐ Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 ☒ Malt, Vinous And Spirituous Liquor	\$50.00 Per Day	Liquor Permit Number
2170 ☐ Fermented Malt Beverage	\$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate North Fork Valley Creative Coalition	State Sales Tax Number (Required) 46-2288267
---	--

2. Mailing Address of Organization or Political Candidate (Include street, city/town and ZIP) PO Box 143 Paonia Co 81428	3. Address of Place to Have Special Event (include street, city/town and ZIP) Paonia Town Park Pick'n in the Park
---	--

Name	Date of Birth	Home Address (Street, City, State, ZIP)	Phone Number
------	---------------	---	--------------

4. Pres./Sec'y of Org. or Political Candidate Amy DeLuca	6-17-68	40887 German Cr. Dr.	805-798-4806
--	----------------	-----------------------------	---------------------

5. Event Manager			
------------------	--	--	--

6. Has Applicant Organization or Political Candidate been Issued a Special Event Permit this Calendar Year? ☒ NO ☐ YES HOW MANY DAYS? _____	7. Is premises now licensed under state liquor or beer code? ☒ NO ☐ YES TO WHOM? _____
--	--

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? ☐ Yes ☐ No
--

List Below the Exact Date(s) for Which Application is Being Made for Permit				
Date 8/1/24 Hours From 5p.m. To 10p.m.	Date 8/8/24 Hours From 5p.m. To 10p.m.	Date 8/15/24 Hours From 5p.m. To 10p.m.	Date 8/27/24 Hours From 5p.m. To 10p.m.	Date Hours From To

Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Signature Amy DeLuca	Title Vp NFVCCoalition	Date 5-1-24
-----------------------------	-------------------------------	--------------------

Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	☐ City ☐ County	Telephone Number of City/County Clerk
Signature	Title	Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- ☐ If not incorporated, a NONPROFIT charter; or
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the local licensing authority (city or county) at least thirty (30) days prior to the event.
- ☐ The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (44-5-106 C.R.S.)
- ☐ An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.
- ☐ Check payable to the Colorado Department Of Revenue

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

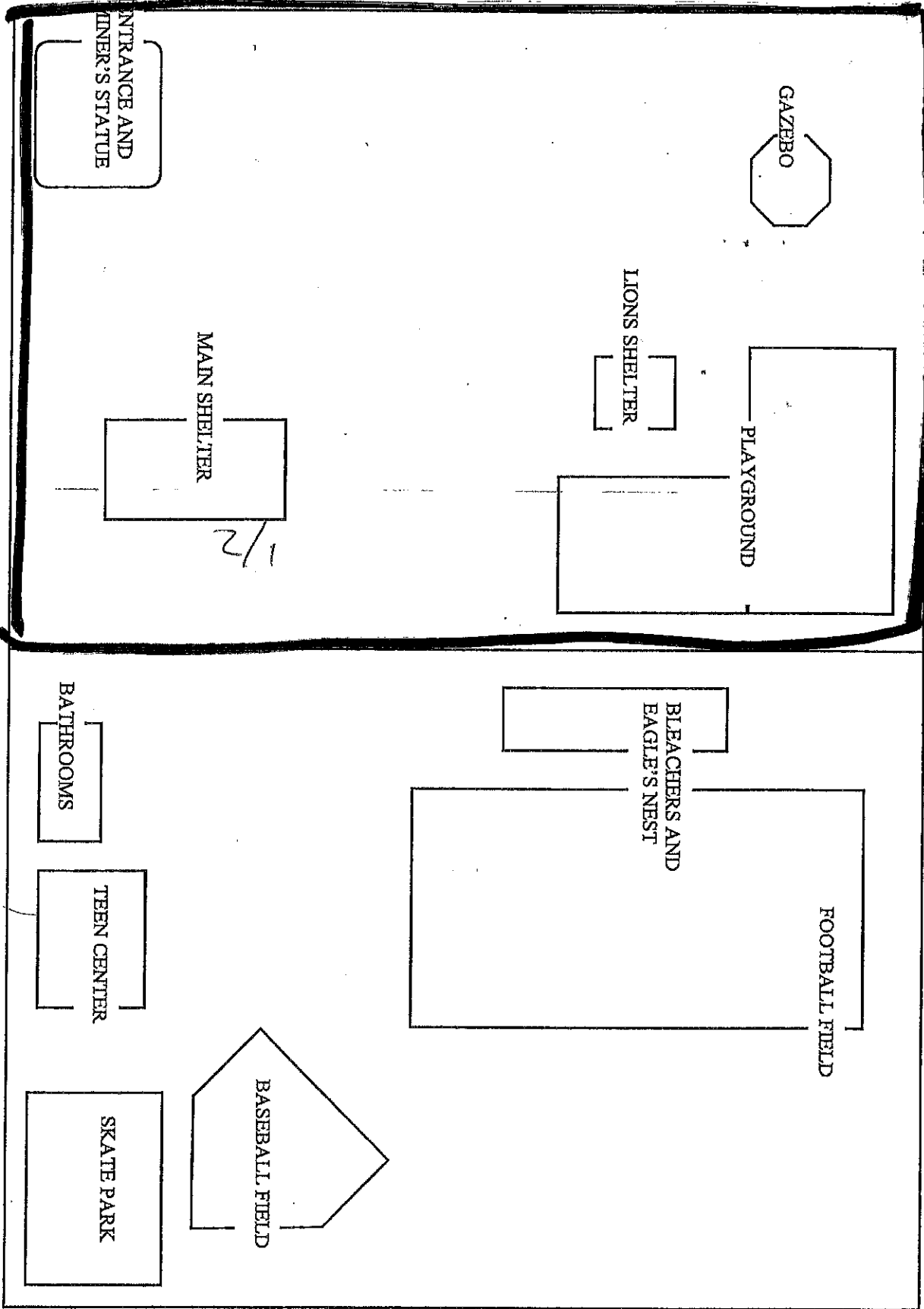
If an event is cancelled, the application fees and the day(s) are forfeited.

NORTH FORK AVENUE

TOWN PARK MAP



FIFTH STREET



MAIN SHELTER

2/1

PLAYGROUND

LIONS SHELTER

GAZEBO

ENTRANCE AND
LINER'S STATUE

FOOTBALL FIELD

BLEACHERS AND
EAGLE'S NEST

BATHROOMS

TEEN CENTER

SKATE PARK

BASEBALL FIELD

FOURTH STREET

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

North Fork Valley Creative Coalition, Inc

is a

Nonprofit Corporation

formed or registered on 08/04/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121427405 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/29/2024 that have been posted, and by documents delivered to this office electronically through 05/01/2024 @ 13:36:12 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/01/2024 @ 13:36:12 in accordance with applicable law. This certificate is assigned Confirmation Number 15999280 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Application Information and Checklist

The following supporting documents must be attached to this application for a permit to be issued:

- ☐ Appropriate fee.
- ☐ Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises.
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- ☐ If not incorporated, a NONPROFIT charter; or
- ☐ If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must first be submitted to the local licensing authority (city or county) at least thirty (30) days prior to the event.
- ☐ The premises to be licensed must be posted at least ten (10) days before a hearing can be held. (44-5-106 C.R.S.)
- ☐ An approved application must be received by the liquor enforcement division at least ten (10) days prior to the event.
- ☐ Check payable to the Colorado Department Of Revenue

(44-5-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 4 and 3 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

Town of Paonia

Street Barricade, Cone, Barrel Rental

Organization Name: Pickin' Productions

Address: _____

Contact Person: Rob Muller Telephone #: 970-260-6493

Date of Requested Rental: Aug 1, 8, 15, 22

Start Time	End Time	Street(s) and Block(s) Rental Requested for
<u>6 pm</u>	<u>10 pm</u>	<u>Town Park</u>

☒ **Barricade Rental:** \$10 Per Barricade per Event x 4 \$30 x 4 events = \$120.00
Total is # of barricades x \$10 x number of events.

☒ **Street Cone Rental:** \$5 per Cone per Event x 4 \$60 x 4 events = \$240.00
Total is # of cones x \$5 x number of events.

☐ **Street Barrel Rental:** \$10 per Barrel per Event _____
Total is # of barrels x \$10 x number of events.

Applicant Signature: _____ Date: _____

Comments from Chief of Police or
Proxy: _____

Town of Paonia Use Only

☐ Approved ☐ Denied Date: _____

Signed: _____

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



NORTFOR-05

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) 122

5/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain West In & Fin Serv LLC 100 E Victory Way Craig, CO 81625	CONTACT NAME: Karie Hancock	
	PHONE (A/C, No, Ext): (970) 497-1030 FAX (A/C, No):	
	E-MAIL ADDRESS: karieh@mtnwst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Secura Insurance Company	22543
INSURED North Fork Valley Creative Coalition Inc. PO Box 143 Paonia, CO 81428	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		CP3240175	12/4/2023	12/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LIQUOR LIABILITY \$ 1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Directors & Officers			CP3240175	12/4/2023	12/4/2024	D&O Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Civic Club

Certificate holder is named as additional insured with respect to general liability, if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Paonia PO BOX 460 Paonia, CO 81428	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

UNIVERSITY SERVICES AGREEMENT

This University Services Agreement ("Agreement") is entered into by and between The Board of Governors of The Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado ("University"), for the use and benefit of the Colorado State Forest Service, and Town of Paonia, a Sole Proprietor organized under the laws of the state of Colorado, with a place of business located at: 214 Grand Ave, Paonia, CO 81428 ("Client").

NOW THEREFORE, in consideration of the above and the mutual promises contained herein, the parties agree as follows:

1. **Independent Contractors.** It is understood and agreed by the parties that the University is an independent contractor with respect to the Client and that this Agreement is not intended and shall not be construed to create an employer/employee or a joint venture relationship between the University and the Client. The University shall be free from the direction and control of the Client in the performance of the University's obligations under this Agreement, except that the Client may indicate specifications, standards requirements and deliverables for satisfaction of the University's obligations under this Agreement.
2. **Term.** This Agreement shall be effective commencing on the date of final signature (the "Effective Date") and shall terminate one year thereafter, unless sooner terminated as provided herein or extended by written agreement of the parties.
3. **Scope of Work.** The University agrees to perform the services described in the Scope of Work attached hereto (the "Services") and made a part hereof as Exhibit A, under the direction and supervision of the Principal Investigator, whose name appears in Exhibit A.
4. **Payment.** The Client agrees to pay the University for the Services performed under this Agreement as follows (*check one*):

☐ In a fixed price amount of _____ payable 50% upon execution; 40% at mid-project; 10% upon University's submission of the final report; OR

☒ In accordance with the payment terms set forth in the Scope of Work, Exhibit A attached hereto.
5. **Ownership of Information.** At all times during and following the term of this Agreement, including any extensions or renewals hereof, all records, information and data provided to the University by the Client or developed during the performance of the Services under this Agreement by the University and/or the Client ("Project Records") shall be and remain the sole property of the Client. The University retains the right to use the Project Records for academic and research purposes. Except as provided in paragraph 7 of this Agreement, any Project Records shall be provided to or returned to the Client upon request after termination of this Agreement.
6. **Reporting Requirements.**
 - 6.1 The University agrees that all Project Records as defined in the Scope of Work or detailed description thereof shall be made available to Client at any reasonable time, subject to the reporting requirements set forth in the Scope of Work.

6.2 Client shall have the right to audit the records of the University, to the extent such records are related to the Services performed under this Agreement, during normal business hours and upon reasonable notice to University. Such audit may include the financial records of University relating to the Services. University shall reasonably cooperate with Client in satisfying any requirement or order issued by any governmental agency or court, including but not limited to the inspection of University's records or facility.

7. Confidentiality.

7.1 Each party has certain documents, data, information, and methodologies that are confidential and proprietary to that party ("Confidential Information"). During the term of this Agreement, either party may, as the "Disclosing Party," disclose its Confidential Information to the other party (the "Recipient"), in writing, visually, or orally. Recipient shall receive and use the Confidential Information for the sole purpose of the performance of this Agreement, and for no other purpose (except as may be specifically authorized by the Disclosing Party, in writing). Recipient agrees not to make use of the Confidential Information except for such Services and agrees not to disclose the Confidential Information to any third party or parties without the prior written consent of the Discloser.

7.2 Recipient shall use its reasonable best efforts to preserve the confidentiality of the Confidential Information (using the same or similar protections as it would as if the Confidential Information were Recipient's own, and in any event, not less than reasonable care). Recipient shall obligate its affiliates with access to any portion of the Confidential Information to protect the proprietary nature of the Confidential Information.

7.3 "Confidential Information" shall not include, and Recipient shall have no obligation to refrain from disclosing or using, information which:

7.3.1 is generally available to the public at the time of this Agreement;

7.3.2 becomes part of the public domain or publicly known or available by publication or otherwise, not through any unauthorized act or omission of Recipient;

7.3.3 is lawfully disclosed to the Recipient by third parties without breaching any obligation of non-use or confidentiality;

7.3.4 has been independently developed by persons in Recipient's employ or otherwise who have no contact with Confidential Information, as proven with written records; or

7.3.5 is required to be disclosed by law; provided that, in the event that Recipient is required to redisclose Confidential Information under this subsection 7.3.5, it will promptly notify the Disclosing Party, and the Disclosing Party may, at its sole discretion and expense, initiate legal action to prevent, limit or condition such redisclosure.

7.4 With respect to 7.3.5, the Client acknowledges that the University is subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, et seq. ("CORA"). If disclosure of any Confidential Information is required pursuant to CORA, the University shall reasonably cooperate with the Client to review and identify any information not subject to disclosure. However, University shall retain the right to proceed in the manner it believes, in its sole discretion and judgment, is required to be compliant with the law.

7.5 Notwithstanding any other provision of this Agreement, a party may retain one copy of the other party's Confidential Information in its confidential files, for the sole purpose of establishing compliance with the terms hereof.

8. **Equipment.** Unless otherwise provided in the Scope of Work or in a writing signed by the parties, all equipment purchased by University with funds provided under this Agreement for use in connection with this Agreement shall be the property of the University, and shall be dedicated to providing Services under this Agreement while this Agreement is in effect.
9. **Liability; Insurance.** Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. Liability of the University, and Client, if Client is a public entity in Colorado, is at all times herein strictly limited and controlled by the provisions of the Colorado Government Immunity Act, C.R.S. secs. 24-10-101, *et seq.* as now or hereafter amended. Nothing in this Agreement shall be construed as a waiver of the protections of said Act. As an institution of the State of Colorado, CSU is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Agreement shall be null and void.

(Only if checked ☐) During the term hereof, Client represents and warrants that it has and will maintain general liability insurance covering itself and its employees, if any, in the performance of this contract, in an aggregate amount of not less than one million dollars (\$1,000,000.00), or \$_____, whichever is less, all or part of which may be self-insured. Client will furnish University with a certificate evidencing such insurance upon written request.
10. **Exclusive Warranty; Disclaimer.** University warrants that all deliverables provided under this Agreement will be provided substantially in accordance with the Scope of Work and/or written protocol provided by Client. All other warranties, express and implied, are hereby expressly disclaimed **INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** University does not perform any services under this agreement that may be subject to FDA Regulations, e.g. GMP, cGMP, GLP, GCP work/services. University shall not be liable for any indirect, special, incidental, consequential or punitive loss or damage of any kind, including but not limited to lost profits (regardless of whether or not University knows or should know of the possibility of such loss or damages). The liability of either party under this Agreement shall not exceed the amount paid or payable to the University under this Agreement.
11. **Use of Tradenames and Service Marks.** Neither party obtains by this Agreement any right, title, or interest in, or any right to reproduce or to use for any purpose, the name, tradenames, trade- or service marks, or logos (the "Marks"), or the copyrights of the other party. Neither party will include the name of the other party or of any employee of that party in any advertising, sales promotion, or other publicity matter without the prior written approval of that other party. In the case of the University, prior written approval is required from the Vice President for External Relations, or designee. In the case of the Client, prior written approval is required from an authorized representative of the Client.
12. **Termination.** Either party may terminate this Agreement, without cause, upon not less than sixty (60) days' written notice, given in accordance with the Notice provisions of this Agreement. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by Client, except in the case of a material breach by University, Client shall pay all costs accrued by University as of the date of termination including non-cancelable obligations for the term of this Agreement, which shall

include all appointments of staff incurred prior to the effective date of the termination. University shall exert its best efforts to limit or terminate any outstanding financial commitments for which Client is to be liable. University shall furnish, within ninety (90) days of the effective termination, a final report of all costs incurred and all funds received and shall reimburse Client for payments which may have been advanced in excess of total costs incurred with no further obligations to Client.

13. **Default.** A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Contract and such failure continues for thirty (30) days after the non-defaulting party gives the defaulting party written notice thereof. In the event of default, the non-defaulting party, upon written notice to the defaulting party, may terminate this Contract as of the date specified in the notice, and may seek such other and further relief as may be provided by law. Notwithstanding the foregoing, in the event of a breach or threatened breach of paragraph 7 or 11 of this Agreement, the non-defaulting party may terminate the Agreement immediately without affording the defaulting party the opportunity to cure, and may seek an injunction or restraining order as required to prevent unauthorized disclosures of Confidential Information or unauthorized use of its Marks or copyrights. In the event that Client defaults under the obligation to make any payment as required herein, the University shall be entitled to recover, in addition to all amounts due and unpaid, interest at the rate of eighteen percent per annum, plus costs of collection and reasonable attorney fees incurred in connection with such default.
14. **Notices.** All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third party courier service (such as FedEx, UPS, etc.), or (iii) email with return receipt, to the designated representative(s) of the party as indicated below. A party may change its designated representative for notice purposes at any time by written notice to the other party. The initial representatives of the parties are as follows:

To University:

Colorado State Forest Service
5060 Campus Delivery
Colorado State University
Fort Collins, CO 80523-5060
Telephone: 970-248-7325
Email: kamie.long@colostate.edu

To Client:

Town of Paonia
Stefen Wynn, Town Administrator
214 Grand Ave
Paonia, CO 81428
Telephone: 970-527-4101
Email: StefenW@TownofPaonia.com

A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to:

Office of the General Counsel
0006 Campus Delivery
Colorado State University
Fort Collins, CO 80523-0006
Telephone: 970-491-6270
Email: contracts@colostate.edu

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

**The Board of Governors of the Colorado
State University System, acting by and
through Colorado State University:**

Client:

By: _____
Forester

By: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

***APPROVED AS TO FORM:**

By: _____
Brian Anderson; Esq
Office of the General Counsel

***Not required unless legal changes made to this document.**

EXHIBIT A
SERVICES AGREEMENT
SCOPE OF WORK

PRINCIPAL INVESTIGATOR: Kamie Long, UCF Forester, Grand Junction Field Office

CLIENT INVESTIGATOR: Town of Paonia - Stefen Wynn, Town Administrator

TITLE: Town of Paonia - Town Park Tree Inventory Update

DETAILED DESCRIPTION:

Town of Paonia
 Tree Inventory Costs and Scope of Work
 March 2024

An updated park tree inventory can provide the Town of Paonia with a wealth of information that will help Town Staff have a better grasp on the demographics and maintenance needs of the trees in Town Park and how the trees have changed since the last inventory in 2017. Without inventories, staff can feel they are being reactive to tree management issues instead of being proactive and planning for pruning, removals, and plantings in the budget. The inventory data collected by the Colorado State Forest Service (CSFS) would provide that tool to Public Works staff and the Paonia Tree Board. Data collected can be specifically tailored to the needs of the Town including tree species composition, size of trees, type of management needed, and if any trees pose a risk to the community.

This inventory will collect data on all trees in Town Parks and identify if any trees are high risk or need additional assessment to help the Town better manage this urban forest.

The CSFS uses an online inventory platform, Colorado Tree View (COTV), www.cotreeview.com, to collect tree inventory information. This platform can be used for data collection, reporting, map creation, and more. The Town and Tree Board have already created accounts in COTV and will be able to access all inventory data in real time as it collected. Data can be downloaded as a shapefile or spreadsheet after it is collected.

The tree inventory database (in COTV) would include:

- Every tree is assigned a unique identification number.
- The physical location of each tree is shown on an aerial photo.
- Tree species identified.
- The diameter at breast height (DBH) measured.
- The current condition of the tree is determined using the following rating classes: dead, very poor, poor, fair, good, very good, or excellent.
 - This rating will be used to determine tree values.

- The placement of the tree in the landscape is determined using the following ratings: remove, very poor, poor, fair, good, very good, or excellent.
 - This rating will be used to determine tree value.
- The management need for each tree is identified using one of the following categories: remove, routine prune, structure prune, visibility prune, raise, defective prune, or see comments for additional information.
- If there are any signs/symptoms of insects or diseases.
- If the tree is exhibiting any problems/defects. These will be noted in the following categories: root damage, cavity, ground heaving, weak wood, overhead obstructions, sidewalk damage, or see comments for additional information.
- A comments section for additional notes.
- An appraised value (in dollars) of the tree based on a mathematical formula from the International Society of Arboriculture (ISA). Individual and total value of the Street trees will be determined.
- In addition to the above, a Tree Risk Assessment will be completed on trees larger than 20 inches in diameter or with an obvious defect. This assessment will be conducted by the International Society of Arboriculture (ISA) Qualified Tree Risk Assessors. The risk criteria are based on the most recent version of the Colorado Tree Coalition tree risk assessment.

Town of Paonia: Proposal Criteria

Inventory:

Data will be collected using the Colorado Tree View inventory platform, which will allow it to be a GIS based tree inventory and the data is also able to be viewed and manipulated in Microsoft Excel.

- The inventory will use questions that have been agreed upon by the Town Manager, the Public Works Director and the CSFS.
- All Town Park trees will be inventoried.
 - The tree inventory would be completed before the tree leaves change color in the fall.
- The tree inventory data will be compatible with other urban tree software such as i-Tree Streets and Tree-Collector.
- CSFS will withdraw this proposal if the inventory project is put out to bid to private contractors.
- If selected, a summary report on the Town Park's trees would include a summary of the data and a comparison to the inventory data from 2017. It would also include basic recommendations and pictures. This would be completed during the winter following data collection.

Town of Paonia: Proposed Fees

1. Colorado State Forest Service's hourly rate is \$85.00.
 - Trees less than 20 inches in diameter average 5 minutes per tree to inventory.
 - Approximately 39 trees in this size range based on the 2017 inventory.
 - Based on time per tree, these trees will take approximately 3.5 hours to inventory.
 - Trees larger than 20 inches in diameter average 8 minutes per tree to inventory.
 - Approximately 73 trees in this size range based on the 2017 inventory.
 - Based on time per tree, these trees will take approximately 9.5 hours to inventory.
 - In total, the inventory will take about 13 hours to complete.
 - Cost for staff to complete the inventory of 112 trees is = \$1,105.00
 - You would be billed the actual amount of inventory time.
 - Would include training for Town staff and volunteers interested in the software/inventory process.
2. No overnight stays would be required.
3. Park Tree Written report to include summary of data and comparison to the 2017 data, basic recommendations, and pictures: \$300.00.
 - If not selected, the raw inventory data would be available to the Town in the COTV platform.

Approximate cost of project ≈ 112 trees + time for Paonia staff/volunteer training:

Data Collection Approximate Total = 13 hours

13 hours * \$85 (hourly rate) = **\$1,105.00**

Tree inventory report: **\$300.00**

Approximate cost for complete Town Park tree inventory for the Town of Paonia:

- The Town would only be charged actual costs (staff time) for the completed project.
- Based on the information provided by the Town on the number of trees to be inventoried, the cost of the data collection and report would be **\$1,405.00**
- The 'not to exceed' amount without approval determined by the Town, including inventory hours is: \$1,800.00.
- The 'not to exceed' amount can be increased with written authorization from the Town Manager of the Public Works Director.

CSFS

Paonia

MEMORANDUM OF AGREEMENT

Between

Town of Paonia, State of Colorado, and County of Delta, State of Colorado

THIS AGREEMENT is made and entered into this ____ day of _____, 2024, by and between the **Town of Paonia, State of Colorado** (hereinafter “Town”), **County of Delta, State of Colorado** (hereinafter “County”), owner of Grand Avenue (from 4th Street north to Highway 133) (hereinafter referred to as “Grand Avenue”).

WHEREAS, the Town is desirous of entering into an agreement with Delta County so as to set forth responsibilities for the maintenance of Grand Avenue, Paonia, Delta County, Colorado.

NOW THEREFORE, in consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

A. OBLIGATIONS OF TOWN AND COUNTY

The **County** is responsible for the general maintenance of the pavement on Grand Avenue, including but not limited to striping and pothole repair. The County is also responsible for plowing snow to the centerline of Grand Avenue, but not for the removal of snow from the centerline.

The **Town** is responsible for the general maintenance of the sidewalks and the utilities owned or operated by the Town, including, but not limited to, stormwater and water systems in place and any that may be installed in the future. The Town is also responsible for removing snow piled along the centerline of Grand Avenue and the snow on the sidewalks. The Town has the right to enter the County right-of-way for the purposes of removing existing improvements, constructing proposed improvements, and general maintenance of said improvements.

B. MISCELLANEOUS

1. **SEVERABILITY:** If any provisions of this agreement 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 Agreement is invalid or unenforceable but that by limiting such provisions, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and so limited.

2. **BINDING EFFECT:** Upon execution hereof, this Agreement shall insure to the benefit of, and be binding upon, the parties hereto and their heirs, successors, assigns, and personal representatives. Notwithstanding the provisions of this paragraph, the Town may not assign this Agreement without the express written consent of the County, which consent will not be unreasonably withheld.

3. TERMINATION: As a matter or right, either party may terminate this agreement with thirty (30) days’ notice to the other party. In such case both parties shall be without recourse.

MAYOR, TOWN OF PAONIA

BOARD OF COUNTY COMMISSIONERS
OF DELTA COUNTY, COLORADO

By: _____
Paige Smith, Mayor

By: _____
Mike Lane, Chair

Date:_____

Date:_____



Office of the Public Works Director
214 Grand Ave.
P.O. Box 460
Paonia, CO 81428
O: (970) 527-4101
F: (970) 527-4102

06/04/2024

RE: Apple valley shed recommendation

Mayor and Trustees,

We have reached out to 3 companies for bids for the sheds, 1 of the companies quoted a price with measurements over the initial ask for the project **Price \$17000.00**.

Another company that submitted a bid although competitive did not have the options we wanted in a replacement **Price \$8800.00 plus delivery**.

My recommendation is that we purchase the shed from Overholt Sheds **Price \$11,166.00** as they submitted the most complete bid that met all our needs when looking for a replacement.

The cost of the shed will be reimbursed through the insurance company.

Thank you,

Cory Heiniger
Public Works Director
E: coryheiniger_pw@townofpaonia.com

CC: