



TOWN OF PAONIA
214 GRAND AVENUE
REGULAR TOWN BOARD MEETING AGENDA
TUESDAY, FEBRUARY 25, 2025 6:30 PM
[HTTPS://US02WEB.ZOOM.US/J/88404676047](https://us02web.zoom.us/j/88404676047)
MEETING ID: 884 0467 6047

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

Appreciations - Trustee Swartz

The Town is accepting applications for the available seat on the Tree Board. The Tree Board meets at least once a month and is an advisory board for the Board of Trustees and the Town Administrator. Applications and a letter of interest are due to the Town Clerk by March 5, 2025 at 12:30 PM.

The Town is still seeking a new member to fill a seat on the Zoning Board of Adjustments. The ZBoA only meets when public hearings are scheduled for it. Applications and a letter of interest are due to the Town Clerk by March 5, 2025 at 12:30 PM.

Public Comment

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

Consent Agenda

[February](#) 11, 2025 Regular Meeting Minutes

[LL](#) 25-105 Flying Fork LTD dba Flying Fork Cafe Restaurant Liquor License Renewal

[Disbursements](#)

Staff Reports

[Departmental](#) Scorecard

Actions & Presentations

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

[Item](#) #1 - Consideration of Amending the Contract with Wright Water Engineering for the Hydrogeological Study

[Item](#) #2 - Consideration of Resolution 07-2025 Approving the Loan with Colorado Water Resources and Power Development Authority

[Item](#) #3 - Consideration of Appointments to Region 10 Board of Director's and the Gunnison Valley Transportation Planning Region (GVTPR)

[Item](#) #5 - Consideration of Asking One Delta County to Look into the Economic Impact of Staffing Shortages National Parks and Specifically at the Impact to the Black Canyon of the Gunnison National Park.

Mayor & Trustee Reports

Adjournment

Minutes
Regular Town Board Meeting
Town of Paonia, Colorado
February 11, 2025
Meeting Video Link: [02/11/2025 Regular Board Meeting](#)

RECORD OF PROCEEDINGS

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

Roll Call

PRESENT

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

Approval of Agenda

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

The motion carries unanimously.

Announcements

Public Comment

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

R. Baril: Comments on ADU's and affordable housing.

J. Holveit: Comments on water & sewer tap.

S. Yeamans: Comments on housing needs assessment, short term rentals and affordable housing.

S. Patterson: Comments on Short-Term Rental Ordinance 2024-04.

Consent Agenda

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

The motion carries unanimously.

Staff Reports

Actions & Presentations

Executive Session

Mayor Pro-Tem Swartz makes a motion, seconded by Trustee Czech to go into Executive Session per C.R.S. 24-6-402(4)(b) for the purposes of a conference with an attorney for the Town of Paonia for the purposes of receiving legal advice on a specific legal question pertaining to Gilbertson v. Town of Paonia.

The motion carries unanimously

Executive Session begins: 7:08pm

Executive Session ends 7:42 PM

In attendance at the executive session: CIRSA representative Francesca Pellarano, Attorney Josh Mack, Mayor Smith, Mayor Pro-Tem Swartz, Trustee Stelter, Trustee Czech, Trustee Valentine, Trustee Hunter, Trustee Heck, Town Administrator Wynn, Public Works Director Heiniger, Deputy Public Works Director Gisoldi and Clerk Vetter.

No concerns are noted for the record.

Item #1 -Consideration of Ad-Hoc Committee for Updating Policy on Special Event Process and Applications - Ad-hoc policy committee of Trustees (who would also introduce an ordinance), staff, and special event organizers for policy development.

Trustee Hunter makes a motion, seconded by Trustee Stelter to form an Ad Hoc Committee for Developing and updating policy, process and applications for Special Events with Trustee Hunter, Trustee Stelter, Administrator Wynn and other members to be determined and have them report back at the March 11th, 2025 meeting on committee membership and set their next meeting.

The motion carries unanimously.

Item #2 - Consideration of Forming a Citizen's Watch Group

Greg Schrader speaks about initial meetings and hopes for what happens

Public Comment:

M. Bachran: comments in support of Citizen Academy, against Neighborhood Watch.

D. Spiegel: comments in support of M. Bachrans points

Trustee Hunter makes a motion, seconded by Trustee Stelter to form an Ad-Hoc committee with Trustee Stelter, Trustee Czech and Chief Laiminger for the purpose of opening the lines of

communication between citizens and the Police Department with any further scope to be addressed by the committee and come back to the Board with their first report April 8th.

The motion carries unanimously.

Trustee Hunter makes a motion, seconded by Trustee Czech, to have a 5 minute recess.

The motion carries unanimously.

Item #3 - Consideration of an Employment Agreement with Clayton Buchner

Trustee Stelter makes a motion, seconded by Trustee Czech, to approve the Employment Agreement with Clay Buchner as Town Attorney for the Town.

The motion carries unanimously.

Item # 4 - Consideration of a New Facilities Agreement between the Town of Paonia and Delta County School District for the Apple Valley Tennis Courts.

Trustee Stelter makes a motion, seconded by Trustee Hunter, to approve the new facilities agreement between the Town of Paonia and Delta County School District for the Apple Valley Tennis Courts.

The motion carries unanimously.

Item #5 - Consideration of Laserfiche Service Agreement

Trustee Stelter makes a motion, seconded by Trustee Hunter, to approve the Laserfiche Service Agreement.

The motion carries unanimously.

Item #6 - Consideration of Approval for Final Water and Sewer Construction and Engineering Design Standards

Deputy Public Works Director Gisoldi gives background on the item.

Trustee Stelter makes a motion, seconded by Trustee Hunter, to have comments due on the engineering standards by close of business on February 28, that the Board has a discussion of the changes of March 11 and schedule the first reading of the Ordinance for April 8th.

The motion carries unanimously.

Item #7 - Consideration of Change Orders for Earthworx Excavation for Line Extension and Removal of Old Backflow Tank

Mayor Pro-Tem Swartz makes a motion, seconded by Trustee Stelter, to approve Change order 1 for \$12,205.00 and Change order 2 for \$11,784.00.

The motion carries unanimously.

Item #8 - Consideration of RFP for Janitorial Services at Town Hall

Trustee Hunter makes a motion, seconded by Trustee Stelter, to approve RFP 2025-01 Town Hall Cleaning Services for submittal.

The motion carries unanimously.

Item # 9 - Consideration of RFP for Water Attorney

Trustee Stelter makes a motion, seconded by Mayor Pro-Tem Swartz, to approve RFQ 2025-02 Water Attorney with the addition to the scope of work to include information about the water moratorium.

The motion carries unanimously.

Item #10 - Consideration of RFP for ADA Transition Plan Consultant

Trustee Czech makes a motion, seconded by Trustee Stelter, to approve RFP 2025-03 ADA Transition Plan for submittal.

The motion carries unanimously.

Mayor & Trustee Reports

Adjournment

The meeting adjourns at 9:12 pm.

Samira M Vetter, Town Clerk

Paige Smith, Mayor



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

AGENDA ITEM:	Consent Agenda Flying Fork LTD dba Flying Fork Café Restaurant Liquor License Renewal
SUBMITTED BY:	Ruben Santiago – Deputy Clerk
DATE:	02/12/2025
BACKGROUND:	Finding of Facts: - License Renewal Paperwork is in the possession of the Town Clerk - Local fees have been paid, and the Colorado Dept. of Revenue’s fee check is in the custody of the Town Clerk. - The Administrative Offices have no issues or concerns with the license renewal. - The Police Department has no issues or concerns with the license renewal. - The Public Works department has no issues or concerns with the renewal.
BUDGET:	\$250.00 to – 10-32-01 – Liquor Licenses.
RECOMMENDATION:	All legal requirements have been met for the renewal of this license.
ATTACHMENT:	Flying Fork - 2025 Liquor License Renewal Application_Redacted.pdf

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

Submit to Local Licensing Authority

**THE FLYING FORK CAFE
RESTAURANT
PO BOX 907
Paonia CO 81428**

Fees Due

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

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

Retail Liquor License Renewal Application

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

Note that the Division will not accept cash.



Paid by check

Uploaded to MoveIt on Date



Paid Online

Licensee Name

THE FLYING FORK LTD

Doing Business As Name (DBA)

THE FLYING FORK CAFE RESTAURANT

Liquor License Number

03-20985

License Type

Hotel & Restaurant (city)

Sales Tax License Number

20241157943

Expiration Date

04/17/2025

Due Date

03/03/2025

Business Address

Street Address

101 3RD STREET

Phone Number

9705279075

970527 9075

City, State, ZIP Code

Paonia CO 81428

Mailing Address

Street Address

PO BOX 907

City, State, ZIP Code

Paonia CO 81428

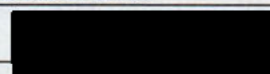
Email

info@flyingforkcafe.com

Operating Manager

Jessica Catinella

Date of Birth



Home Address

9

Street Address

Phone Number

City

State

ZIP Code

Paonia

CO

81428

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

Are the premises owned or rented? ☐ Owned

*If rented, expiration date of lease

☒ Rented*

2/1/2027

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

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

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

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

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

4. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?

☐ Yes ☒ No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?

☐ Yes ☒ No

5. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?

☐ Yes ☒ No

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

Name (Individual/Business)

10

Jessica Catinella / The Flying Fork LTD.

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

970 527 9075

Street Address

101 3rd Street

City

State ZIP Code

Paonia CO

81428

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

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

12/31/2024

Privacy Act Statement

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

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

☐ Yes ☒ No

If yes, attach a detailed explanation.

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

☐ Yes ☒ No

If yes, attach a detailed explanation.

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

☐ Yes ☒ No

If yes, attach a detailed explanation.

Affirmation & Consent

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

Type or Print Name of Applicant/Authorized Agent of Business

Jessica Catinella

Title

Primary Authorized Agent

Signature

J Catinella

Date (MM/DD/YY)

Feb 12, 2025

Report & Approval of City or County Licensing Authority

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

Therefore this application is approved.

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

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

Tax Check Authorization, Waiver, and Request to Release Information

I, Jessica Catinella

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

(the "Applicant/Licensee")

The Flying Fork LTD.

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

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

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

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

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

Receipt No: 6.000004371 Feb 12, 2025

FLYING FORK LTD

Previous Balance:	.00
App. Fees, Licenses & Permits - Liquor License RENEWAL 2025	250.00
Total:	250.00
Check	250.00
Check No: 1153	
Total Applied:	250.00
Change Tendered:	.00

02/12/2025 10:22 AM

PAID
FEB 12 2025
TOWN OF PAONIA
214 GRAND AVENUE

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
4 Rivers Equipment LLC								
1438	4 Rivers Equipment LLC	4 RIVER JAN 2	Backhoe Bucket Teeth	01/16/2025	46.46		70-51-22 REPAIRS & MAINTENANCE	02/28/2025
1438	4 Rivers Equipment LLC	4 RIVER JAN 2		01/16/2025	.00		[Does not exist]	02/28/2025
Total 4 Rivers Equipment LLC:					46.46			
AAP of Delta CO (Cust#229101)								
1014	AAP of Delta CO (Cust#229101)	2482-675832	ford oil filter stock	02/11/2025	2.65		10-45-23 VEHICLE EXPENSE	02/28/2025
1014	AAP of Delta CO (Cust#229101)	2482-675832	ford oil filter stock	02/11/2025	2.65		10-46-23 VEHICLE EXPENSE	02/28/2025
1014	AAP of Delta CO (Cust#229101)	2482-675832	ford oil filter stock	02/11/2025	2.65		70-51-23 VEHICLE EXPENSE	02/28/2025
1014	AAP of Delta CO (Cust#229101)	2482-675832	ford oil filter stock	02/11/2025	2.65		60-50-23 VEHICLE EXPENSE	02/28/2025
Total AAP of Delta CO (Cust#229101):					10.60			
ADP, INC								
1352	ADP, INC	682790532	Payroll Solution Bundle	02/07/2025	53.04		10-41-20 LEGAL, ENGINEERING & PR	02/28/2025
1352	ADP, INC	682790532	Payroll Solution Bundle	02/07/2025	64.92		10-42-20 LEGAL, ENGINEERING & PR	02/28/2025
1352	ADP, INC	682790532	Payroll Solution Bundle	02/07/2025	28.27		60-50-20 LEGAL, ENGINEERING & PR	02/28/2025
1352	ADP, INC	682790532	Payroll Solution Bundle	02/07/2025	28.27		70-51-20 LEGAL, ENGINEERING & PR	02/28/2025
1352	ADP, INC	682790532	Payroll Solution Bundle	02/07/2025	28.26		80-52-70 CAPITAL OUTLAY	02/28/2025
Total ADP, INC:					202.76			
All Copy Products Inc								
1268	All Copy Products Inc	5033201545	Monthly Charges	02/07/2025	99.43		10-41-74 MACHINERY & EQUIPMENT	02/28/2025
1268	All Copy Products Inc	5033201545	Monthly Charges	02/07/2025	99.43		60-50-77 MACHINERY & EQUIPMENT	02/28/2025
1268	All Copy Products Inc	5033201545	Monthly Charges	02/07/2025	99.44		70-51-77 MACHINERY & EQUIPMENT	02/28/2025
1268	All Copy Products Inc	5033201545	Monthly Charges	02/07/2025	99.44		80-52-77 MACHINERY & EQUIPMENT	02/28/2025
Total All Copy Products Inc:					397.74			
Bachran, Mary								
1045	Bachran, Mary	JAN 2025	Jan 2025 Grant Writing	02/01/2025	25.00		10-41-20 LEGAL, ENGINEERING & PR	02/28/2025
1045	Bachran, Mary	JAN 2025	Jan 2025 Grant Writing	02/01/2025	625.00		60-50-20 LEGAL, ENGINEERING & PR	02/28/2025
1045	Bachran, Mary	JAN 2025	Jan 2025 Grant Writing	02/01/2025	787.50		10-45-20 LEGAL, ENGINEERING & PR	02/28/2025
1045	Bachran, Mary	JAN 2025	Jan 2025 Grant Writing	02/01/2025	75.00		10-42-20 LEGAL, ENGINEERING & PR	02/28/2025
Total Bachran, Mary:					1,512.50			
Bruin Waste								
1307	Bruin Waste	196282	Wastewater Treatment Plant Potty	02/05/2025	115.50		60-50-24 RENTALS	02/28/2025
1307	Bruin Waste	196287	Apple Valley Town Park Toilets	02/05/2025	262.50		10-46-24 RENTALS	02/28/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total Bruin Waste:					378.00			
CivicPlus								
995	CivicPlus	328669	Municipal Code	01/31/2025	1,672.30		10-41-20 LEGAL, ENGINEERING & PR	02/28/2025
Total CivicPlus:					1,672.30			
Consolidated Electrical Distributors Inc								
1318	Consolidated Electrical Distributor	4933-1172626	Exterior shop safety lights	02/05/2025	67.88		10-45-25 SHOP EXPENSE	02/28/2025
1318	Consolidated Electrical Distributor	4933-1172626	exterior shop safety lights	02/05/2025	67.88		10-46-25 SHOP EXPENSE	02/28/2025
1318	Consolidated Electrical Distributor	4933-1172626	exterior shop safety lights	02/05/2025	67.88		60-50-25 SHOP EXPENSE	02/28/2025
1318	Consolidated Electrical Distributor	4933-1172626	exterior shop safety lights	02/05/2025	67.89		80-52-25 SHOP EXPENSE	02/28/2025
1318	Consolidated Electrical Distributor	4933-1172626	exterior shop safety lights	02/05/2025	67.89		70-51-25 SHOP EXPENSE	02/28/2025
1318	Consolidated Electrical Distributor	4933-1173481	Exit Light Signs Shop & WTP	02/11/2025	159.98		60-50-73 CAP OUTLAY-West Loop Impr	02/28/2025
1318	Consolidated Electrical Distributor	4933-1173481	Exit Light Signs Shop & WTP	02/11/2025	31.99		10-46-73 BUILDING IMPROVEMENTS	02/28/2025
1318	Consolidated Electrical Distributor	4933-1173481	Exit Light Signs Shop & WTP	02/11/2025	31.99		10-45-73 BUILDING IMPROVEMENTS	02/28/2025
1318	Consolidated Electrical Distributor	4933-1173481	Exit Light Signs Shop & WTP	02/11/2025	32.00		60-50-73 CAP OUTLAY-West Loop Impr	02/28/2025
1318	Consolidated Electrical Distributor	4933-1173481	Exit Light Signs Shop & WTP	02/11/2025	32.00		70-51-73 PASS THROUGH OPERATIN	02/28/2025
1318	Consolidated Electrical Distributor	4933-1173481	Exit Light Signs Shop & WTP	02/11/2025	32.00		80-52-24 RENTAL	02/28/2025
Total Consolidated Electrical Distributors Inc:					659.38			
Delta County Landfill								
56	Delta County Landfill	435854	Landfill Fee	01/22/2025	179.75		80-52-42 LANDFILL FEES	02/28/2025
56	Delta County Landfill	436085	Landfill Fee	01/27/2025	330.00		80-52-42 LANDFILL FEES	02/28/2025
56	Delta County Landfill	436333	Landfill Fee	01/31/2025	389.95		80-52-42 LANDFILL FEES	02/28/2025
Total Delta County Landfill:					899.70			
Earthworx Excavation, LLC								
1431	Earthworx Excavation, LLC	1487	2 MG tank civil site	01/27/2025	12,205.00		60-50-72 CAP OUTLAY-Water Tank Reli	02/28/2025
Total Earthworx Excavation, LLC:					12,205.00			
Empower Trust Company LLC								
1190	Empower Trust Company LLC	1268131286	Retirement Plan	02/12/2025	3,943.84		10-0220 RETIREMENT PLAN	02/28/2025
1190	Empower Trust Company LLC	1270496553	Retirement Plan	02/19/2025	3,894.25		10-0220 RETIREMENT PLAN	02/28/2025
Total Empower Trust Company LLC:					7,838.09			
Fire & Police Pension Assn.								
63	Fire & Police Pension Assn.	20250207	Police Pension	02/11/2025	4,339.30		10-0219 FPPA	02/28/2025
63	Fire & Police Pension Assn.	2025221	Payroll Date 2-21-2025	02/19/2025	4,151.54		10-0219 FPPA	02/28/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Total Fire & Police Pension Assn.:					8,490.84			
Hellman Motor Company								
80	Hellman Motor Company	551915	Jordan's Truck Headlights	02/11/2025	65.31	60-50-23	VEHICLE EXPENSE	02/28/2025
80	Hellman Motor Company	551915	Jordan's Truck Headlights	02/11/2025	65.31	70-51-23	VEHICLE EXPENSE	02/28/2025
Total Hellman Motor Company:					130.62			
Lifeloc Technologies								
1439	Lifeloc Technologies	407860	Portable Breath Testers	12/12/2024	482.14	10-42-16	OPERATING SUPPLIES	02/28/2025
Total Lifeloc Technologies:					482.14			
North Fork High School								
237	North Fork High School	GRAD NIGHT	NFHS Grad Night	02/06/2025	540.00	10-42-44	HUMAN SERVICES	02/28/2025
Total North Fork High School:					540.00			
North Fork Farmers Ditch Assoc								
228	North Fork Farmers Ditch Assoc	2025 ANNUAL	2025 Annual Assessments	02/20/2025	340.00	10-46-31	DUES & SUBSCRIPTIONS	02/28/2025
Total North Fork Farmers Ditch Assoc:					340.00			
North Fork Service (Reedy's)								
141	North Fork Service (Reedy's)	JAN 2025 PD	Fuel Jan 2025 PD	02/11/2025	885.51	10-42-23	VEHICLE EXPENSE	02/28/2025
141	North Fork Service (Reedy's)	JAN 2025 PW	WATER FUEL	02/01/2025	194.59	60-50-23	VEHICLE EXPENSE	02/28/2025
141	North Fork Service (Reedy's)	JAN 2025 PW	STREETS FUEL	02/01/2025	194.59	10-45-23	VEHICLE EXPENSE	02/28/2025
141	North Fork Service (Reedy's)	JAN 2025 PW	PARKS FUEL	02/01/2025	194.59	10-46-23	VEHICLE EXPENSE	02/28/2025
141	North Fork Service (Reedy's)	JAN 2025 PW	SANITATION FUEL	02/01/2025	194.59	80-52-23	VEHICLE EXPENSE	02/28/2025
141	North Fork Service (Reedy's)	JAN 2025 PW	WASTEWATER FUEL	02/01/2025	194.58	70-51-23	VEHICLE EXPENSE	02/28/2025
Total North Fork Service (Reedy's):					1,858.45			
Peak Alarm Co., Inc								
1119	Peak Alarm Co., Inc	5923859	Motion Sensor	02/12/2025	70.43	10-41-20	LEGAL, ENGINEERING & PR	02/28/2025
1119	Peak Alarm Co., Inc	5923859	Motion Sensor	02/12/2025	70.43	10-42-20	LEGAL, ENGINEERING & PR	02/28/2025
1119	Peak Alarm Co., Inc	5923859	Motion Sensor	02/12/2025	23.48	60-50-20	LEGAL, ENGINEERING & PR	02/28/2025
1119	Peak Alarm Co., Inc	5923859	Motion Sensor	02/12/2025	23.48	70-51-20	LEGAL, ENGINEERING & PR	02/28/2025
1119	Peak Alarm Co., Inc	5923859	Motion Sensor	02/12/2025	23.48	80-52-20	LEGAL, ENGINEERING & PR	02/28/2025
Total Peak Alarm Co., Inc:					211.30			

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
Peak Performance Imaging Solutions								
1437	Peak Performance Imaging Solu	71284	Cloud Site License and Professio	02/13/2025	11,257.50		10-41-20 LEGAL, ENGINEERING & PR	02/28/2025
Total Peak Performance Imaging Solutions:					11,257.50			
Phonz +								
499	Phonz +	17906	PW Shop Equipment	01/14/2025	153.95		10-45-29 TELEPHONE & INTERNET	02/28/2025
499	Phonz +	17906	PW Shop Equipment	01/14/2025	153.95		10-46-29 TELEPHONE & INTERNET	02/28/2025
499	Phonz +	17906	PW Shop Equipment	01/14/2025	153.95		60-50-29 TELEPHONE & INTERNET	02/28/2025
499	Phonz +	17906	PW Shop Equipment	01/14/2025	153.95		70-51-29 TELEPHONE & INTERNET	02/28/2025
499	Phonz +	17906	PW Shop Equipment	01/14/2025	153.95		80-52-29 TELEPHONE & INTERNET	02/28/2025
499	Phonz +	17919	Adobe x3	01/29/2025	287.88		10-42-31 DUES & SUBSCRIPTIONS	02/28/2025
499	Phonz +	17919	Adobe x3	01/29/2025	191.92		10-45-31 DUES & SUBSCRIPTIONS	02/28/2025
499	Phonz +	17919	Adobe x3	01/29/2025	191.92		60-50-31 DUES & SUBSCRIPTIONS	02/28/2025
499	Phonz +	17919	Adobe x3	01/29/2025	191.92		70-51-31 DUES & SUBSCRIPTIONS	02/28/2025
499	Phonz +	17990	MONTHLY Charges	02/01/2025	676.93		10-42-31 DUES & SUBSCRIPTIONS	02/28/2025
499	Phonz +	17990	MONTHLY Charges	02/01/2025	676.93		10-41-31 DUES & SUBSCRIPTIONS	02/28/2025
499	Phonz +	17990	MONTHLY Charges	02/01/2025	676.93		60-50-31 DUES & SUBSCRIPTIONS	02/28/2025
499	Phonz +	17990	MONTHLY Charges	02/01/2025	676.93		70-51-31 DUES & SUBSCRIPTIONS	02/28/2025
499	Phonz +	17990	MONTHLY Charges	02/01/2025	676.94		80-52-31 DUES & SUBSCRIPTIONS	02/28/2025
Total Phonz +:					5,018.05			
PROFESSIONAL MANAGEMENT SOLUTIONS								
1325	PROFESSIONAL MANAGEMENT	85026	ADMIN - FINANCIAL CONSULTI	02/06/2025	300.00		10-41-20 LEGAL, ENGINEERING & PR	02/28/2025
1325	PROFESSIONAL MANAGEMENT	85026	PD - FINANCIAL CONSULTING	02/06/2025	300.00		10-42-20 LEGAL, ENGINEERING & PR	02/28/2025
1325	PROFESSIONAL MANAGEMENT	85026	WATER - FINANCIAL CONSULTI	02/08/2025	600.00		60-50-20 LEGAL, ENGINEERING & PR	02/28/2025
1325	PROFESSIONAL MANAGEMENT	85026	VWV - FINANCIAL CONSULTING	02/06/2025	600.00		70-51-20 LEGAL, ENGINEERING & PR	02/28/2025
1325	PROFESSIONAL MANAGEMENT	85026	SANITATION - FINANCIAL CONS	02/06/2025	600.00		80-52-20 LEGAL, ENGINEERING & PR	02/28/2025
Total PROFESSIONAL MANAGEMENT SOLUTIONS:					2,400.00			
Rhinehart Oil Co.								
1224	Rhinehart Oil Co.	113667CT	Trash Truck Fuel Jan 2025	01/31/2025	523.90		80-52-22 REPAIRS & MAINTENANCE	02/28/2025
Total Rhinehart Oil Co.:					523.90			
Shums Coda Associates								
1170	Shums Coda Associates	18845	Plan Review Services Jan 2025	02/14/2025	1,680.00		10-43-20 LEGAL, ENGINEERING & PR	02/28/2025
Total Shums Coda Associates:					1,680.00			
Western Implement								
1301	Western Implement	45490	Chainsaw chains	02/06/2025	37.99		10-46-25 SHOP EXPENSE	02/28/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Voided	GL Account and Title	GL Period Date
1301	Western Implement	45490	Chainsaw chains	02/06/2025	37.99		10-45-25 SHOP EXPENSE	02/28/2025
Total Western Implement:					75.98			
Winwater Corp								
491	Winwater Corp	07856401	Blue Marking Paint	02/06/2025	101.16		60-50-16 OPERATING SUPPLIES	02/28/2025
Total Winwater Corp:					101.16			
Grand Totals:					58,932.47			

Board Meeting Date: _____

Town Administrator: _____

Finance Committee/Mayor: _____

Finance Committee/Trustee: _____

Trustees: _____

Date Reviewed: _____

Report Criteria:
Report type: GL detail

Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Amount
02/13/2025	51610	VERMEER SALES & SERVICE OF COL	10-45-74	MACHINERY & EQUIPMENT	25,495.42
02/13/2025	51610	VERMEER SALES & SERVICE OF COL	60-50-77	MACHINERY & EQUIPMENT	25,495.43
02/13/2025	51610	VERMEER SALES & SERVICE OF COL	70-51-77	MACHINERY & EQUIPMENT	62,322.15
Grand Totals:					113,313.00



Commerce City | Central Colorado
 5801 E. 76th Ave Commerce City, CO 80022
 Phone: (303) 286-1866 Fax: (303) 286-0406

Colorado Springs | Southern Colorado
 1090 Transit Drive Colorado Springs, Colorado 80908
 Phone: (719) 582-1947 Fax: (719) 582-1952

Grand Junction | Western Slope of Colorado
 722 Arrowst Ct. Grand Junction, Colorado 81505
 Phone: (970) 244-9177 Fax: (970) 244-6962

Fort Collins | Northern Colorado
 160 John Deere Dr. Fort Collins, CO 80524
 Phone: (970) 658-8270

Account# 74101	Order # 256927	BrC 02	Sls GJ1
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I N V O I C E

6L13124 * C A S H / C O D *

Date 12-24-24	Invoice # 20031673	Page 1
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Sold To: 000
 TOWN OF PAONIA
 401 2NST

Ship To:
 TOWN OF PAONIA
 401 2NST

Hour Mtr:2

PAONIA CO 81428

PAONIA Ship Via CO 81428

Entered By cheryl	Customer Purchase Order		Customer Contact CORY HEINIGER		Ord Date 12-24-24
LP573SDT	7NWH16A61RK050889	Equip ID RK050889	Customer Job #	Customer Phone # 970-527-4101	
Ord	Ship	B/O Part Number	Description	Unit Price	UM Extended

- | | | |
|---|---|--|
| 1 | ID# RK050889
Model-LP573SDT
NEW 2024 VERMEER 500 GAL TRAILER VAC | Sell Price 105,123.00
Serial#-7NWH16A61RK050889 |
| 1 | ID# CPRK050889
Model-LPSDTPL3
3 YR PARTS & LABOR WARRANTY | Sell Price 4,665.00
Serial#-WARWAR LPSDTPL3 |
| 1 | FREIGHT & PREP
UNIT WILL HAVE A TOTAL OF 36 MONTHS
PARTS & LABOR WARRANTY
TERMS: NET DUE | 3,525.00 3,525.00 |

Sub Total 113,313.00

BILL PAYMENT AUTHORIZED

Board Rep. PS Sales Tax Number - 0.00

Town Manager [Signature]

Dept./Code 10-45-74 \$25,495.42
60-50-77 \$25,495.43
70-51-77 \$62,322.15

Signed by:
Cory Heiniger

Cory Heiniger

Please Remit to:
 5801 E. 76th Ave Commerce City, CO 80022
 Phone: (303) 286-1866 Fax: (303) 286-0406

SIGNATURE

PRINT NAME

Total Invoice

113,313.00

All chipper blades must be picked up within 30 days of their drop off date.
 No returns on electrical parts. No returns without receipt. No returns after 30 days.
 A 20% restock fee will be added to any return parts. Non-Stock Special Order parts are non-returnable.
 All parts and labor are warranted for 90 days from invoice date. Any disputes with charges must be made within 15 days of invoice date. All controversies after these dates will be denied. Customer's responsibility to antifreeze drill rigs and mixing systems.
 Estimates are an approximation of charges to you, not a contract or a bill and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate. Requirements may increase or decrease the total amount invoiced. If additional parts or labor are required, you will be contacted immediately.
 18% Interest per annum charged to any past due balance (1.5% per month)



Sales Quotation

Quote Number 00000527
 Created Date 12/24/2024
 Quote Expires: 1/23/2025

Contact Name Cory Heiniger
 Phone 970-417-8820

Address Information

Bill To Name Town of Paonia
 Bill To 401 2nd Street
 Paonia, Colorado 81428
 United States

Ship To Name Town of Paonia
 Ship To 401 2nd Street
 Paonia, Colorado 81428
 United States

Dan Toelle
 dan@vermeercolorado.com

712 Arrowst Court
 Grand Junction, Colorado 81505
 United States

Quote Line Items

Product	Product Description	Quantity	S/N	Subtotal Items	Sales Price	Subtotal
LPSDS3600	3" HOSE AND TOOLING	1.00		✓	\$686.00	\$686.00
LPSDT1006	LP573SDT HVY, 14K GVWR, 2X150 GAL WTR TANKS	1.00	7NWH16A61RK050889	✓	\$95,180.00	\$95,180.00
LPSDT3520	HYDRAULIC JACK	1.00		✓	\$2,672.00	\$2,672.00
LPSDT4010	STRONG ARM FOR LPSD TRAILER	1.00		✓	\$2,578.00	\$2,578.00
LPSDT4205	INTERNAL TANK WASH-OUT 500 GAL	1.00		✓	\$894.00	\$894.00
LPSDT4491	150 GAL WATER TANK SHT PACKAGE	1.00		✓	\$3,113.00	\$3,113.00
LPSDTPL3	3 YR PARTS & LABOR WARRANTY	1.00		✓	\$4,665.00	\$4,665.00

Terms

Signed by: *[Signature]*
 Customer Signature: *[Signature]*
 Vermeer Signature: *[Signature]*
 E7F053D4FDF1443...

Subtotal \$109,788.00
 Total Price \$109,788.00
 Tax Amount \$0.00
 Freight and Prep \$3,525.00
 Final Amount \$113,313.00

For all sales:

I (we) promise to pay the Balance Due in cash, or to execute a Time Sale Agreement (Retail Installment Contract) for purchase price of the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

For Trade-Ins:

I (we) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item. "All warranties, if any, made with respect to this equipment are those warranties made by the manufacturer. DEALER MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."

EQUIPMENT PURCHASE AGREEMENT

Vermeer hereby agrees to sell, convey, and transfer to Buyer all right, title, and interest in and unto the machinery, equipment and other personal property, hereinafter referred to collectively as Equipment, described in the Sales Invoice, upon payment in full of the total amount listed on the Sales Invoice.

1. **PURCHASE PRICE.** Buyer shall pay the total amount listed on the Sales Invoice upon delivery or pickup of the Equipment, unless the Sales Invoice provides otherwise. Any disputes with charges must be made within fifteen (15) days of the Sales Invoice date. All controversies after that date will be denied. Buyer agrees to pay interest on all unpaid amounts at the rate of 18 percent per annum from the payment due date until payment in full is received by Vermeer, and/or all costs of collection, including pre- and post-judgment attorneys' fees and costs.
2. **TAXES AND LICENSES.** Buyer shall pay the amount of any tax or other charge imposed by law, upon, with respect to, or measured by the sale, shipment, or price of any Equipment.
3. **INSURANCE AND RISK OF LOSS.** If the Sales Invoice allows Buyer to pay for the Equipment over time, Buyer shall acquire and maintain insurance on the Equipment in an amount large enough to cover the total purchase price with Vermeer as Loss Payee until the final payment under this agreement is made by Buyer and received by Vermeer.
4. **DELIVERY.** Unless otherwise specified in the Sales Invoice, the purchase of Equipment will be F.O.B. Vermeer's location.
5. **REMOVAL.** If not delivered by Vermeer, removal of the Equipment from Vermeer's premises shall be at the sole expense, liability, and risk of Buyer. Unless the Sales Invoice states otherwise, Equipment can be removed only on presentation of the receipt and upon payment of all amounts due, including but not limited to any applicable sales tax. Buyer must give Vermeer's representative two (2) days prior written notice before entering Vermeer's premises to load the Equipment. Vermeer may deny Buyer access to the premises if such notice has not been given. Upon commencing removal of the Equipment, Buyer assumes all risks for work being performed by Buyer. If Buyer, either as principal or by agent or employee, enters upon the premises of Vermeer in order to remove the Equipment, Buyer will save and hold Vermeer harmless from and against all liability, claims and demands on account of personal injuries, including death, or property loss and damage to others (including Vermeer and employees and invitees of Vermeer and of Buyer) arising out of or in any manner connected with the performance of such work. Buyer will at his sole expense defend any and all actions based thereon and will pay all related expenses and fees including all attorneys fees and all costs. Buyer shall not subcontract any portion of the removal work without prior written permission of Vermeer. If Vermeer does approve Buyer's subcontractor, Buyer's subcontractor shall agree to be bound by the same terms and conditions as Buyer under this Agreement. Upon failure of Buyer to remove the Equipment within thirty (30) days, Vermeer shall have the option of removing and storing the Equipment at the sole expense and risk of Buyer or deeming all deposits or partial payments as having been forfeited by Buyer, in which case Vermeer may resell (without notice) at public sale or otherwise dispose of such items at the sole risk and expense of Buyer. Buyer shall remain liable for fees, expenses, and damages arising from any default by Buyer.
6. **WARRANTY.** EQUIPMENT MAY COME WITH A MANUFACTURER'S WARRANTY. VERMEER, NOT BEING THE MANUFACTURER OF THE EQUIPMENT OR THE MANUFACTURER'S AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO: MERCHANTABILITY; FITNESS FOR ANY PARTICULAR PURPOSE; DESIGN OR CONDITION; QUALITY OR CAPACITY; WORKMANSHIP; COMPLIANCE WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT; PATENT INFRINGEMENTS; OR LATENT DEFECTS, WHETHER ARISING BY LAW, CUSTOM, CONDUCT, OR USAGE OF TRADE.
7. **LIMITATION OF LIABILITY.** Vermeer's liability on any claim of any kind for any loss or damage arising out of, connected with, or resulting from this Agreement or from the performance or breach thereof, or from any services or goods covered or furnished under this Agreement, shall in no case exceed the price of the specific service or item which gives rise to the claim. In no event shall Vermeer be liable for any indirect, incidental, punitive, exemplary or consequential damages, however caused, including, but not limited to, loss of profits or revenue or loss or damage of goods.
8. **INCORPORATION OF CREDIT APPLICATION AND AGREEMENT.** The terms of Vermeer's Credit Application and Agreement are hereby incorporated by reference.

Print Name: Cory Heiniger

Signed by:
Signature: Cory Heiniger
B04BCA7005AA4C4...

Date: 12/24/2024 | 9:15 AM MST

Vermeer MV Solutions Industrial Equipment Registration

Thank you for choosing Vermeer MV Solutions, Inc. To validate warranty coverage, if applicable, OR to register a change of ownership, this Registration must be completely filled out (in English), signed and returned within 10 days of the Delivery Date. This Registration will not be accepted if incomplete or falsified in any way. Submit signed document to: Vermeer Corporation, Attn: Data Analytics via: ① attach scanned file to I Warranty Product Registration record; or ② scan and email to: dataanalytics@vermeer.com.

For Used Equipment purchase, ☐ check if Replacement Manuals are required.

1 Model:		LPSDT		2 VIN:		7NWH16A61RK050889	
3 Make:		VERMEER		4 Meter Hours:		2	
Product Information							
5 Attachment Model:				6 Attachment VIN:			
7 Attachment Model:				8 Attachment VIN:			
9 Attachment Model:				10 Attachment VIN:			
11 Attachment Model:				12 Attachment VIN:			
13 Attachment Model:				14 Attachment VIN:			
15 Attachment Model:				16 Attachment VIN:			
Trade In							
17 Model:				18 VIN:			
19 Model:				20 VIN:			
Delivery							
21 Sale Type:		☒ New Retail Sale ☐ Transfer		22 Retail Sale Date:			
23 Delivery Date:				24 First Used Date:			
25 Market Segment:							
Owner Information							
26 Company Name:		TOWN OF PAONIA		27 Address 1:		401 2ND ST	
28 Address 2:				29 Address 3:			
30 City:		PAONIA		31 State/Province:		CO	
32 Postal Code:		81428		33 County/Region			
34 Country:				35 Company Phone:		970.417.6820	
36 Company Fax:				37 Toll Free Number:			
38 Parent Company #:				39 Parent Company Name:			
40 Global Account #:				41 National Store #:			
42 Are you a business?		☒ Yes ☐ No		43 If yes, Company Identification #:			
				44 If no, Are you age 18 or above?		☒ Yes ☐ No	
Primary Contact Information							
45 First Name:		CORY		46 Last Name:		HEINIGER	
47 Title:				48 Alt. Contact Phone:			
49 Contact Phone:				50 Contact Email:			
51 Contact Fax:							

I, the CUSTOMER/OWNER, hereby acknowledge that:

- I have received the Operator's Manual. I, or my designated operator(s), will read it before operating the machine.
- I have read and understand the safety decals on the machine.
- The dealer adequately explained safety and operation of the machine.
- I have read, understand, and agree to the terms and conditions of the Limited Warranty Statement listed on back of, or printed with, this document.
- I have been advised and understand that dealers are independent dealers and not agents or employees of Vermeer MV Solutions, Inc. or Vermeer Corporation, and, therefore, have no authority to make representations on behalf of Vermeer MV Solutions, Inc. or Vermeer Corporation.
- If applicable, I am aware that this machine is equipped with telematics including GPS tracking equipment, which Vermeer uses to collect data about the machine's performance, features and location. I hereby consent to the use of such equipment in this machine and to Vermeer's and its dealers' use and access to such information as described in Vermeer's privacy policy located at <https://www.vermeer.com/na/privacy>. I understand I may opt-out of the telematics service at any time by visiting insite.vermeer.com.
- I acknowledge I have received the Notice of Personal Information Processing.

52 Owner Representative's Signature: <i>Cory Heiniger</i>		53 Date: (MMDDYYYY)		12/24/2024 9:15 AM MST	
54 Print Name: Cory Heiniger		55 Title:		Public Works Director	

I, the DEALER, acknowledge that:

- I have provided the owner with the Operator's Manual and have instructed the customer/owner concerning safety, proper operation, and the Limited Warranty of the machine.
- I have examined the machine according to the Receiving and Delivery Report contained in the Operator's Manual and, having made all necessary preparations, find the machine ready for customer field use.
- If applicable, I have informed the owner that this machine is equipped with telematics including GPS tracking equipment, which Vermeer uses to collect data about the machine's performance, features and location. I have informed the owner he/she/they may opt-out of the telematics service at any time by visiting insite.vermeer.com.

56 Dealer Representative's Signature: <i>Dan Toelle</i>		57 Date: (MMDDYYYY)		12/27/2024 8:30 AM MST	
58 Print Name: DAN TOELLE		59 Title:		SALES	
60 Dealer Acct #: 62001		61 Dealer Location #:		GRAN JUNCTION, CO	
62 Salesperson Name: DAN TOELLE					

EFFECTIVE DECEMBER 27, 2020 **VERMEER MV SOLUTIONS NEW INDUSTRIAL EQUIPMENT LIMITED WARRANTY**

12 Months/1000 Hours

Vermeer MV Solutions, Inc. (hereinafter "Vermeer MV Solutions") warrants each new Industrial Equipment of Vermeer MV Solutions' manufacture to be free from defects in material and workmanship, under normal use and service for one (1) full year after initial purchase/retail sale or 1000 operating hours, whichever occurs first. This Limited Warranty shall apply only to complete machines of Vermeer MV Solutions' manufacture, parts are covered by a separate Limited Warranty. **EQUIPMENT AND ACCESSORIES NOT OF VERMEER MV SOLUTIONS' MANUFACTURE ARE WARRANTED ONLY TO THE EXTENT OF THE ORIGINAL MANUFACTURER'S WARRANTY AND SUBJECT TO THEIR ALLOWANCE TO VERMEER MV SOLUTIONS ONLY IF FOUND DEFECTIVE BY SUCH MANUFACTURER.**

EXTENDED SERVICE CONTRACTS ARE AVAILABLE FOR PURCHASE FOR SELECT MODELS.

WARRANTY TERMS During the Limited Warranty period specified above, any defect in material or workmanship in any warranted item of Vermeer MV Solutions Industrial Equipment not excluded below shall be repaired or replaced at Vermeer MV Solutions' option without charge by any authorized independent Vermeer dealer. The warranty repair or replacement must be made by a Vermeer independent authorized dealer at the dealer's location. Vermeer MV Solutions will pay for replacement parts and such authorized dealer's labor in accordance with Vermeer MV Solutions' labor reimbursement policy; however, Vermeer MV Solutions will pay for replacement parts **ONLY** on **PIERCING TOOLS**. Vermeer MV Solutions reserves the right to supply remanufactured replacement Vermeer MV Solutions parts as it deems appropriate.

RETAIL PURCHASER RESPONSIBILITY: This Limited Warranty requires proper maintenance and periodic inspections of the Industrial Equipment as indicated in the Operator's/Maintenance Manual furnished with each new Industrial Equipment. The cost of routine or required maintenance and services is the responsibility of the retail purchaser. The retail purchaser is required to keep documented evidence that these services were performed.

This Vermeer MV Solutions New Industrial Equipment Limited Warranty may be subject to cancellation if the above requirements are not performed.

Vermeer MV Solutions Industrial Equipment with known failed or defective parts must be immediately removed from service.

EXCLUSIONS AND LIMITATIONS The warranties contained herein shall **NOT APPLY TO:**

- (1) Any defect which was caused (in Vermeer MV Solutions' sole judgment) by other than normal use and service of the Industrial Equipment, or by any of the following: (i) accident (ii) misuse or negligence (iii) overloading (iv) lack of reasonable and proper maintenance (v) improper repair or installation (vi) unsuitable storage (vii) non-Vermeer MV Solutions approved alteration or modification (viii) natural calamities (ix) vandalism (x) parts or accessories installed on Industrial Equipment which were not manufactured by Vermeer MV Solutions or installed by Vermeer authorized dealers (xi) the elements (xii) collision or other accident.
- (2) Any Industrial Equipment whose identification numbers or marks have been altered or removed or whose hour meter has been altered or tampered with.
- (3) Any Industrial Equipment which any of the required or recommended periodic inspection or services have been performed using parts not manufactured or supplied by Vermeer MV Solutions or meeting Vermeer MV Solutions specifications including, but without limitation, engine tune-up parts, engine oil filters, air filters, hydraulic oil filters, and fuel filters.
- (4) New Industrial Equipment delivered to the retail purchaser in which the equipment/warranty registration has not been completed and returned to Vermeer Corporation on behalf of Vermeer MV Solutions within ten (10) days from the date of purchase.
- (5) Any defect which was caused (in Vermeer MV Solutions' sole judgment) by operation of the Industrial Equipment not abiding by standard operating procedures outlined in the Operator's Manual.
- (6) Engine, battery, and tire Limited Warranties and support, which are the responsibility of the respective product's manufacturer.
- (7) Transportation costs, if any, of transporting to the Vermeer dealer. Freight costs, if any, of transporting replacement parts to the Vermeer dealer.
- (8) The travel time of the Vermeer dealer's service personnel to make a repair on the retail purchaser's site or other location.
- (9) In no event shall Vermeer MV Solutions' liability exceed the purchase price of the Equipment.

- (10) Vermeer MV Solutions shall not be liable to any person under any circumstances for any incidental or consequential damages (including but not limited to, loss of profits, out of service time) occurring for any reason at any time.
- (11) Diagnostic and overtime labor premiums are not covered under this Limited Warranty policy. Oils and fluids are not covered under this Limited Warranty.
- (12) Depreciation damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, lack of proper protection during storage are not covered by this Limited Warranty.
- (13) Accessory systems and electronics not of Vermeer MV Solutions' manufacture are warranted only to the extent of such manufacturer's respective Limited Warranty, if any.
- (14) Down hole toolage is not covered under this Limited Warranty.
- (15) Wear items which are listed by product group below are not covered by this Limited Warranty:

CORE SAWS:

Slides, rollers, filters, water seal/skirt, tooling and tires.

PIERCING TOOLS: Wear ring, bushings, hoses (internal and external), couplers, tail bolts, control cam, springs, wear face, anvil nut, e-clip, head tip seal.

VACUUM EXCAVATORS:

Belts after 50 hours, filters, tires, brakes, unloader valve after 250 hours, nozzles, suction hoses including camlocks, gate valves, quick disconnects, water pump internal parts, deflector inside spoil tank, sight glass on spoil door, spoil tank door seal, boom tooling, boom hose, boom snout, boom shut off seal, boom packing gland, suction tooling. For vacuum excavators mounted to a truck, the truck's Limited Warranty and support are the responsibility of the respective truck manufacturer.

PARTS WARRANTY: Parts replaced within the warranty period will receive the balance of the first year New Industrial Equipment Limited Warranty, during the first twelve (12) months or 1000 hours, whichever comes first. Replacement parts after the original machine warranty, are warranted to be free from defects of material for ninety (90) days or the part will be repaired or replaced, without labor coverage for removal and reinstallation.

EXCLUSIONS OF WARRANTIES: EXCEPT FOR THE WARRANTIES EXPRESSLY AND SPECIFICALLY MADE HEREIN, VERMEER MV SOLUTIONS MAKES NO OTHER WARRANTIES, AND ANY POSSIBLE LIABILITY OF VERMEER MV SOLUTIONS HEREINAFTER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VERMEER MV SOLUTIONS RESERVES THE RIGHT TO MODIFY, ALTER AND IMPROVE ANY PRODUCT WITHOUT INCURRING ANY OBLIGATION TO REPLACE ANY PRODUCT PREVIOUSLY SOLD WITH SUCH MODIFICATION. NO PERSON IS AUTHORIZED TO GIVE ANY OTHER WARRANTY, OR TO ASSUME ANY ADDITIONAL OBLIGATION ON VERMEER MV SOLUTIONS' BEHALF.

NO DEALER WARRANTY: The selling dealer makes no warranty of its own and the dealer has no authority to make any representation or promise on behalf of Vermeer MV Solutions or to modify the terms or limitations of this warranty in any way.

ELECTRONIC SIGNATURES: Each of the parties hereto expressly agrees to conduct transactions by electronic means. Accordingly, the parties agree and intend that all electronic transmissions including, without limitation, electronic signatures, shall be considered equivalent to an original writing as provided under Iowa law, as it may be amended from time to time.

MANUFACTURED BY: VERMEER MV SOLUTIONS, INC., 7835 Augusta Rd, Piedmont, SC 29673, USA

NOTICE OF PERSONAL INFORMATION PROCESSING

Thank you for purchasing a piece of Vermeer equipment. This notice is to inform you about the ways Vermeer processes the Personal Information of its customers and the rights you have over that information.

Identity and Contact Information: Vermeer Corporation is a U.S.-based corporation with principal place of business at 1210 Vermeer Road East, Pella, Iowa, 50219. You may contact Vermeer by any of the following means:

E-mail: privacy@vermeer.com

Postal Mail: Vermeer Corporation

Attn: Privacy, Legal Department
1210 Vermeer Road East
Pella, Iowa 50219

Phone: +1 (641) 628-3141

Our Senior Data Strategy Manager and EU-based Representative is also available to speak with you:

E-mail: jbakker@vermeer.com

Postal Mail: Vermeer EMEA

Attn: Jaap Bakker
Nijverheidsstraat 20
4458 AV 's-Heer Arendskerke
Netherlands

Phone: +31-113-272-700

Personal Information Defined: This Notice concerns the processing of Personal Information. Personal Information is any information that identifies, or, in combination with other information, can be used to identify a natural person. As used in this Notice, Personal Information is coextensive with Personal Data, as defined by Regulation (EU) 2016/679 ("GDPR").

Purposes of Processing: Vermeer processes its customers' Personal Information to support several purposes. The first category of purposes concerns Completing Orders and Providing Services. If you place an order with Vermeer for products or services, we will use your Personal Information to fulfill that order, as well as to facilitate other services or purposes as you may request or direct, such as product delivery, maintenance, warranty service, financing, leasing, or credit services. These purposes of processing are generally necessary for us to fulfill our contractual obligations to you. We may also use your Personal Information to provide other Support Services. These include monitoring and managing the health of your equipment, delivering upgrades and product improvement communications, gauging your satisfaction with your equipment and communicating with you about your concerns, questions, and interests, and making diagnoses and repairs, ensuring product safety, and carrying out recalls. Using your Personal Information to carry out support services that relate to your safety and the safety of persons using your Vermeer equipment is necessary to the protection of your vital interests and the vital interests of others. Using your Personal Information for other support services is generally necessary for purposes of Vermeer's legitimate interests in ensuring that it meets the needs and desires of its customers, responds to their concerns, and helps to make sure their equipment stays up to date and in good working order.

Vermeer also uses customers' Personal Information for marketing purposes as detailed in its privacy policy. These purposes are necessary for Vermeer's legitimate interests in marketing to its customers and strengthening its customer base.

Finally, Vermeer uses its customers' Personal Information to support payment collections and to provide payments due to customers, both of which are necessary for performance of contract obligations; to conduct credit bureau reporting, which is necessary for compliance with Vermeer's legal obligations; to analyze market share data points, which is necessary for purposes of Vermeer's legitimate interests in better understanding the nature and state of its business and in developing corporate strategy; and to ensure security and prevent fraud, which is necessary for purposes of Vermeer's legitimate interests in protecting itself and its customers from a variety of risks to their privacy and other interests.

Recipients of Your Personal Information: In order to fulfill the purposes set out above, certain parties may receive your Personal Information from us. The recipients of your Personal Information include departments internal to Vermeer, affiliated companies, our suppliers, authorized dealers and distributors, and business partners. We may also share your Personal Information with third-party service providers, collections agencies, and public authorities.

Cross-Border Transfers: Your Personal Information may be subject to cross-border transfers. In particular, your Personal Information may be transferred to Vermeer Headquarters in the USA or to Vermeer affiliates and/or authorized dealers worldwide. The European Commission has issued an adequacy decision concerning transfers of Personal Information to the United States from the European Union, adopted July 12, 2016, which provides for the lawful transfer of Personal Information from the European Union to the United States so long as such transfers take place within the EU-US Privacy Shield Framework. Vermeer is in the process of self-certifying under that framework.

Data Retention: Vermeer keeps different kinds of Personal Information for different lengths of time, depending on the purposes for which it is processed and the unique circumstances of your situation. However, while it is impossible to say exactly how long your Personal Information may be kept, the following are criteria that Vermeer will use to make that determination: The existence and nature of any legal requirements to which Vermeer is subject concerning data retention; the nature of the relationship between you and Vermeer; the existence of any contracts between you and Vermeer and/or the existence of financing arrangements; and the necessity, as determined by Vermeer, of the Personal Information to support current or future safety campaigns, recalls, litigation or alternative dispute resolution or other legal work. In every case, Vermeer will keep your Personal Information as long as necessary to fulfill the purposes of processing as set forth in Vermeer's privacy policy.

Your Rights: The GDPR, Articles 15 to 21, grants data subjects a number of different rights over the way their Personal Information is processed. The following is intended to help you understand those rights.

Right to Access: This allows you to request information about your Personal Information, including what data Vermeer has and how and why it is being processed.

Right to Rectification: In the event that some or all of the Personal Information that Vermeer has concerning you is inaccurate, this gives you the right to have those inaccuracies rectified.

The Right to Erasure: In some cases, you may have the right to request that Vermeer erases any and all of your Personal Information that it has in its possession.

Right to Restriction of Processing: This gives you the right to request, in some circumstances, to have Vermeer process your Personal Information only with your consent.

Right to Object to Processing: This right is in bold because it is particularly important. Where Vermeer is processing your Personal Information on the ground of its legitimate interests, or to carry out tasks in the public interest or to exercise official authority, you have a right to object to the processing on grounds relating to your particular situation. In cases where you object to Vermeer's processing of your Personal Information for direct marketing purposes, the processing will cease.

Right to Data Portability: This allows you to request from Vermeer a copy of your Personal Information which it has on file and to transfer that information to someone else without interference from Vermeer. In some cases, you may be able to request that Vermeer transfer your Personal Information directly to a third party on your behalf.

Should you wish to exercise these rights, you may contact Vermeer by any of the means described above for assistance.

Withdrawal of Consent: To the extent that Vermeer processes any of your Personal Information on the basis of your consent, you have the right to withdraw consent at any time, without affecting the lawfulness of processing that was based on your consent before its withdrawal.

Making a Complaint: If you are a natural person in the EU and at any time you believe that Vermeer has violated one of your rights listed above, or if you believe Vermeer is in violation of one or more of the provisions of the GDPR, you have the right to lodge a complaint with a Data Protection Authority. More information about Data Protection Authorities is available online at https://ec.europa.eu/info/law/law-topic/data-protection/what-are-data-protection-authorities-dpas_en.

Automated Decision-Making: Vermeer does not envision that the Personal Information you provide us will be subject either to profiling or to automated decision-making.

**OPTIONAL SERVICE CONTRACT FOR VERMEER MV SOLUTIONS EQUIPMENT
CUSTOMER APPLICATION**Purchaser Business Name: TOWN OF PAONIASelling Dealer Name: Vermeer Sales & Service of
Colorado, IncPurchaser Contact Name: CORY HEINIGERSelling Dealer Location: Grand Junction, COPurchaser Address: 401 2ND STMachine Model: LPSDTPurchaser City/State/Country: PAONIA, CO 81428PIN or S/N: 7NWH16A61RK050889Purchaser Telephone: 970.417.6820

Purchaser Email: _____

VERMEER MV SOLUTIONS, INC. agrees to provide the coverage selected below for the New Vermeer MV Solutions Industrial Equipment (hereinafter, "Equipment") identified above by Machine Model and PIN or S/N to the initial purchaser (hereinafter, "Purchaser"), provided that such Equipment is operated and maintained in accordance with the directions and instructions set forth in the Operator's and Maintenance Manual(s) of the Equipment at all times. Additional conditions, exclusions and limitations apply. See the Service Contract Terms and Conditions for details.

Coverage Type and Term Options: (Please indicate the desired option)

Coverage commences upon expiration of the Vermeer MV Solutions New Industrial Equipment Limited Warranty.

☐ **Twelve (12) months PARTS ONLY.** This option provides Parts Only coverage according to the terms of the attached Service Contract for a period of twelve (12) months from the expiration of the Vermeer MV Solutions New Industrial Equipment Limited Warranty. Labor is not included. **Total 24 months of coverage from start of Vermeer MV Solutions New Industrial Equipment Limited Warranty period.**

☐ **Twelve (12) months PARTS AND LABOR.** This option provides Parts and Labor coverage according to the terms of the attached Service Contract for a period of twelve (12) months from the expiration of the Vermeer MV Solutions New Industrial Equipment Limited Warranty. **Total 24 months of coverage from start of Vermeer MV Solutions New Industrial Equipment Limited Warranty period.**

☐ **Twenty-four (24) months PARTS ONLY.** This option provides Parts Only coverage according to the terms of the attached Service Contract for a period of twenty-four (24) months from the expiration of the Vermeer MV Solutions New Industrial Equipment Limited Warranty. Labor is not included. **Total 36 months of coverage from start of Vermeer MV Solutions New Industrial Equipment Limited Warranty period.**

☒ **Twenty-four (24) months PARTS AND LABOR.** This option provides Parts and Labor coverage according to the terms of the attached Service Contract for a period of twenty-four (24) months from the expiration of the Vermeer MV Solutions New Industrial Equipment Limited Warranty. **Total 36 months of coverage from start of Vermeer MV Solutions New Industrial Equipment Limited Warranty period.**

☒ I have read and understand the terms and conditions above and in the attached Service Contract, and I accept them with my signature below. I agree to provide service records and/or oil samples upon request by VERMEER MV SOLUTIONS or an authorized VERMEER MV SOLUTIONS dealer.

Purchaser
Signed by:Cory HeinigerPrint Name: Cory HeinigerDate: 12/24/2024 | 9:15 AM MST

Authorized Dealer

Signed by:

By: [Signature]Print Name: DAN TOELLEDate: 12/27/2024 | 8:30 AM MST

VERMEER MV SOLUTIONS EQUIPMENT

Service Contract Terms and Conditions

This Service Contract ("Contract") is made by and between Vermeer MV Solutions, Inc. ("Vermeer MV Solutions") and the original purchaser ("Purchaser") of the New Vermeer MV Solutions Industrial Equipment identified on the first page hereof ("Equipment"), as of the original retail sale date of the Equipment ("Effective Date"). This Contract is assignable and may be transferred to subsequent owners of the Equipment.

Coverage: Vermeer MV Solutions agrees to provide the coverage selected on the first page hereof (Parts Only or Parts and Labor) by repairing or replacing, in Vermeer MV Solutions' sole discretion, failed components of Vermeer MV Solutions' manufacture on the Equipment during the selected Coverage Term, provided the Equipment has been operated and maintained at all times in accordance with the directions and instructions in the Operator's and Maintenance Manual(s) of the Equipment, and further subject to the following exclusions:

1. Any failure that arises (in Vermeer MV Solutions' sole judgment) out of other than normal use and service of the Equipment, including (without limitation): (i) accident or collision; (ii) misuse or negligence; (iii) overloading; (iv) lack of reasonable and proper maintenance; (v) improper repair or installation; (vi) unsuitable storage; (vii) non-Vermeer MV Solutions approved alteration or modification; (viii) natural calamities; (ix) vandalism; (x) parts or accessories installed on the Equipment which were not manufactured or installed by Vermeer authorized dealers; (xi) the elements; or (xii) installation of non-Vermeer MV Solutions approved parts.
2. Any failure occurring on Equipment whose identification numbers or marks have been altered or removed.
3. Any failure occurring on Equipment for which the equipment registration has not been completed and returned to Vermeer Corporation on behalf of Vermeer MV Solutions within ten (10) days of the original retail sale date.
4. Any failure that arises (in Vermeer MV Solutions' sole judgment) out of improper operation of the Equipment.
5. Any failure occurring on a component not of Vermeer MV Solutions' manufacture.
6. Any failure occurring on a component that is excluded from coverage under the Vermeer MV Solutions New Industrial Equipment Limited Warranty, as it may be amended from time to time in Vermeer MV Solutions' sole discretion.

If the Purchaser has selected Parts Only coverage on the first page hereof, then this Contract does not cover costs of labor. Regardless of the coverage type selected, this Contract does not cover any other costs or expenses, including, but not limited to, (i) costs of transporting the Equipment to an authorized independent Vermeer dealer, (ii) travel time and expenses of Vermeer dealer personnel to make a repair at Purchaser's site or other location, (iii) diagnostic and overtime labor premiums, or (iv) costs of routine or required maintenance and service (including costs of oils, fluids, filters, and other materials or components required to complete such maintenance or service). Purchaser must keep documented evidence that routine maintenance and service have been performed, as outlined in the Equipment Operator's and/or Maintenance Manual(s). All covered repairs/replacements will be performed at Vermeer MV Solutions' option by any authorized independent Vermeer dealer.

DISCLAIMER OF WARRANTIES: THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS CONTRACT IS NOT A WARRANTY AND THAT VERMEER MV SOLUTIONS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE EQUIPMENT (WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) APART FROM THOSE SET FORTH IN THE VERMEER MV SOLUTIONS NEW INDUSTRIAL EQUIPMENT LIMITED WARRANTY (APPLICABLE ONLY DURING THE TERM THEREOF), EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW. AUTHORIZED VERMEER DEALERS ARE INDEPENDENT THIRD PARTIES AND HAVE NO AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF VERMEER MV SOLUTIONS OR TO MODIFY THE TERMS OF THIS CONTRACT IN ANY WAY.

Limitation of Liability: In no event shall Vermeer MV Solutions' liability under this Contract exceed the purchase price of the Equipment, nor shall Vermeer MV Solutions have any liability to Purchaser or any third party under any circumstances for any incidental or consequential damages (including, but not limited to, loss of profits and out-of-service time) occurring for any reason, whether or not resulting from the failure of a covered component. The parties explicitly acknowledge and agree that this limitation of liability extends to and encompasses any total loss or other catastrophic failure of the Equipment which occurs during the Coverage Term of this Contract or at any other time, regardless of the cause of the loss or failure. This limitation of liability comprises an essential element of this Contract, without which it would not have been made or entered into.

Entire Agreement: This Contract comprises the sole and entire agreement of the parties with respect to the subject matter hereof. With the sole exception of the Vermeer MV Solutions New Industrial Equipment Limited Warranty, it supersedes all prior agreements, discussions, representations, or warranties by or between the parties, written or oral, express or implied, related to that subject matter.

Governing Law: This Contract is governed by and will be construed in accordance with the laws of South Carolina, without regard to its conflicts of laws principles. Any dispute arising hereunder will be venued in South Carolina and subject to the jurisdiction of the state and federal courts situated in South Carolina. The parties irrevocably consent to the jurisdiction of such courts.



Statement of Warranty

When purchasing any new piece of Vermeer equipment, the following warranty policy will be enacted:

Vermeer Corporation will provide a one-year or 1,000-hour (whichever comes first) parts and labor warranty from the date of purchase. Extended warranties are available for purchase. This warranty applies to any part which is defective. It will not apply to wear items or operator neglect. A full warranty disclosure can be found in your operator's manual on the front page. Vermeer Corporation has sole discretion when deciding whether to award a warranty claim or not. This warranty will cover only those repairs needed due to manufacturer's defect.

All warranty work is F.O.B the Vermeer location most capable of completing the work needed.
(Commerce City, Grand Junction, Colorado Springs, or Fort Collins)
If warranty repairs are needed outside of the dealer location,
field service travel time and mileage will be charged accordingly.

Some engine warranty items may need to be performed by engine suppliers.

LOANER UNITS ARE NOT PART OF YOUR WARRANTY

OVERTIME LABOR IS NOT PART OF WARRANTY AND WILL BE BILLED ACCORDINGLY.

By signing below, you are stating that you have read this document and understand the warranty procedures.

Equipment Model: LP573SDT

Equipment Serial Number: 7NWH16A61RK050889

Signed by:

Customer signature: [Signature]

Date: 12/24/2024 | 9:15 AM MST

B04BCA7005A44C4...

Sales representative signature: [Signature]

Date: 12/27/2024 | 8:30 AM MST

E7F053D4FDF1443...

By signing below, you are stating that you have received a copy of the operator, maintenance and parts manuals for the machine purchased. If extra copies are needed, they may be ordered through our parts department for a fee. If manuals are needed for a used machine, they may be obtained from Vermeer Manufacturing by dialing 888-837-6337

Signed by:

Customer signature: [Signature]

Date: 12/24/2024 | 9:15 AM MST

B04BCA7005A44C4...



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

AGENDA ITEM:	Consideration to approve the purchase of a Vac Trailer
SUBMITTED BY:	Cory Heiniger – Public Works Director Nicki Gisoldi – Deputy Public Works Director
DATE:	11-4-2024
BACKGROUND:	With the approval of the 2024 Budget it was considered to set aside funds for the purchase of a Vac Trailer to assist in water and sewer line breaks. In the past, Public Works (PW) has had to rely on emergency calls to contractors for a Vac system. This System can cut threw tree roots and suck up mud and other solids to expose water and sewer lines without the risk of causing more damage with an excavator. Purchasing our own system will save on the time it takes to repair breaks, emergency contractor rates as well as parts and supplies.
BUDGET:	Between Water and Wastewater, Machinery and Equipment, there is \$123,518.35 available Water (60-50-77) \$1,457.90 Wastewater (70-51-77) \$125,606.45
RECOMMENDATION:	PW recommends the Vermeer Brand of Vac Trailer. The Contractors used to assist with breaks use them and highly recommend this brand. All Quotes come with a 2 and 3 year Parts & labor warranty



Vermeer Sales and Service of CO and WY
5801 East 76th Avenue
Commerce City, CO 80022
Phone 303.286.1866 Fax 303.286.0406

Sales Quotation

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Customer	Town of Paonia	Date	10/3/2024
Contact	Cory Heiniger	Sales Person	Hanson Turnbull
Billing Address	401 2nd Street, Paonia CO 81428	INVOICE #	
Delivery Address	401 2nd Street, Paonia CO 81428	Customer P.O. #	
Phone	970.417.6820	Prices are in Effect for 30 Days Only	

E-Mail coryheiniger_cw@townofpaonia.com

QTY	PN	Description	Unit Price	Total Price
NEW 2025 Vermeer Vactron				
1		MODEL: LP573SDT HEAVY	\$ 110,000.00	\$ 110,000.00
		* Hydraulic Jack		
		* Strong Arm		
		* Internal Washout System		
		* TWO 150 Gallon Water Tanks		
		* 3" Hose and Tooling Kit		
		Standard 1YR / 1000 Hour Vermeer Warranty		
		Standard Engine Warranty		
		NOTE: PRICE includes Freight & Prep Cost		
		Optional: 2YR Parts & Labor Vermeer Warranty	\$ 3,766.00	
		Optional: 3YR Parts & Labor Vermeer Warranty	\$ 4,665.00	

Subtotal	\$ 110,000.00
Trade In Allowance (-)	
Applied Rental	
Discount	
Net Price	\$ 110,000.00
Tax	4.75%
Extended	Warranty
12% Fed.	Excise Tax
Freight & Prep	
Grand Total	\$ 110,000.00

Thank you for allowing us to quote your business.

Accepted: Vermeer Sales and Service of CO & WY

By _____
(Sales Representative)
Date _____

PN: SF102

Customer _____
(Please Print)
By _____
(Signature)
Date _____

I (we), promise to pay the Balance Due in cash, or to execute a Time Sale Agreement (Retail Installment Contract) for purchase price of the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Trade:

	Model Description	Model Year	Serial #	Trade Value

I (we), offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item. "All warranties, if any, made with respect to this equipment are those warranties made by the manufacturer. DEALER MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."

Notes:

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Vermeer of Colorado Springs
1030 Transit Drive
Colorado Springs, CO 80903
Phone 719-382-1947

Sales Quote

Customer:	Town Of Paonia	Date:	10/23/2024
	401 2nd St	Sales Person:	Patrick Koschak, 719-828-1926
	Paonia, CO 81428	INVOICE #	
Contact:	Cory Heiniger	Customer P.O. #	
Phone:	970-417-6820		
Fax			
E-Mail:	coryheiniger_pw@townofpaonia.com		

Prices are in Effect for 30 Days Only

Prices are in Effect for 30 Days Only

[illegible]

	Subtotal	\$ 111,274.00
	Trade In Allowance (-)	
	Applied Rental Discount	
	Net Price	\$ 111,274.00
Tax		
Freight & Prep		\$ 3,675.00
	Warranty DWN PMT	
	Grand Total	\$ 114,949.00

Thank you for allowing us to quote your business.

Accepted: Vermeer Sales and Service of CO & WY
By _____
(Sales Representative)
Date _____
PN: SF102

Customer _____
 _____ (Please Print)
 By _____
 _____ (Signature)
 Date _____

I (we), promise to pay the Balance Due In cash, or to execute a Time Sale Agreement (Retail Installment Contract) for purchase price of the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

Trade:

	Model Description	Model Year	Serial #	Trade Value

I (we), offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens and encumbrances at the time of transfer to you. The following is a description and the price to be allowed for each item. "All warranties, if any, made with respect to this equipment are those warranties made by the manufacturer. DEALER MAKES NO WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE."

Notes:



Sales Quotation

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Quote Number 00000527
Created Date 10/3/2024
Quote Expires: 11/2/2024

Contact Name Cory Heiniger
Phone 970-417-6820
Email coryheiniger_pw@townofpaonia.com
Phone 970-417-6820

Address Information

Bill To Name Town of Paonia
Bill To 401 2nd Street
Paonia, Colorado 81428
United States

Ship To Name Town of Paonia
Ship To 401 2nd Street
Paonia, Colorado 81428
United States

Dan Toelle
dan@vermeercolorado.com

712 Arrowest Court
Grand Junction, Colorado 81505
United States

Quote Line Items

Product	Product Description	Quantity	Subtotalled Items	Sales Price	Subtotal
LPSDS3600	3" HOSE AND TOOLING	1.00	☒	\$686.00	\$686.00
LPSDT1006	LP573SDT HVY, 14K GVWR, 2X150 GAL WTR TANKS	1.00	☒	\$95,180.00	\$95,180.00
LPSDT3520	HYDRAULIC JACK	1.00	☒	\$2,672.00	\$2,672.00
LPSDT4010	STRONG ARM FOR LPSD TRAILER	1.00	☒	\$2,578.00	\$2,578.00
LPSDT4205	INTERNAL TANK WASH-OUT 500 GAL	1.00	☒	\$894.00	\$894.00
LPSDT4491	150 GAL WATER TANK SHT PACKAGE	1.00	☒	\$3,113.00	\$3,113.00
LPSDTP2	2 YR PARTS WARRANTY	1.00	☐	\$1,853.00	\$1,853.00
LPSDTP3	3 YR PARTS WARRANTY	1.00	☐	\$2,996.00	\$2,996.00
LPSDTPL2	2 YR PARTS & LABOR WARRANTY	1.00	☐	\$3,766.00	\$3,766.00
LPSDTPL3	3 YR PARTS & LABOR WARRANTY	1.00	☐	\$4,665.00	\$4,665.00

Terms

Customer Signature: _____
Vermeer Signature: _____

Subtotal \$105,123.00
Total Price \$105,123.00
Tax Amount \$0.00
Freight and Prep \$3,525.00
Final Amount \$108,648.00

For all sales:

I (we) promise to pay the Balance Due in cash, or to execute a Time Sale Agreement (Retail Installment Contract) for purchase price of the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

For Trade-ins:

I (we) offer to sell, transfer and convey the following item(s) at or prior to the time of delivery of the above Equipment, as a "trade in" to be applied against the cash price. Such item(s) shall be free and clear of all security agreements, liens and encumbrances at the time of transfer

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
TOWN ADMINISTRATOR'S OFFICE						
CDOT Revitalizing Main Streets Grant, "Safe Pathways for Paonia," 3-Points InX Grand, 4th & 5th	SGM CO #1 Forthcoming adding scope of work for GeoTech Eng. Svcs., and MOT plan to design set & Striping Plan, and Adding Add'l. meetings to Project Admin. as req. by CDOT. (Odisea didn't include in original design). CO #1 approved at the 8.22.23 Board Meeting. CO #1 was executed and submitted to SGM on 8.28.23. CDOT approved RMS Grant, R/W acquired from School Board and design is being finalized for construction. CDOT & SGM informed the Town that construction is likely in Spring 2025 and the estimated probable cost of construction is \$2.5MM. Meeting held with affected property owners in July 2024. FOR Meeting with CDOT held on 8/7/2024, cost now \$2.9MM. RAISE grant submitted for supplemental funding on 1.21.2025	~\$2,900,000.00	7.14.23	1.24.2025	Pristine Infrastructure and Critical Facilities	
Policy Reviews: Purchasing, Internal Controls, and Personnel, Credit Card Policy	These processes and policies will be a product to be worked on during 2024. Purchasing, Internal Controls estimated completion 5/30/2024; Personnel estimated completion 12/30/2024. Credit Card policy is ready for 7.23.2024 agenda. Purchasing Policy with Internal Controls complete in Purchasing Manual ready for Board Consideration on 9/10/2024. Personnel Policy review to take place in December. Purchasing, credit card and related financial policies have been adopted and completed. Next month personnel policy updates will have its own line item.	Staff Time	7.17.23	8.23.2024	Communications and Records Management; Transparent, Secure and Accurate Financial and Administrative Systems; Organizational Excellence and Staff Development	9.17.2024
Ordinance for Consecutive Systems (Water Companies)/Agreements with Water Companies	At a minimum an agreement with water companies that describes expectations from the town, expecations from the water companies/subdivisions, indemnification, and insurance requirements should be considered to reduce liability to the town. Further discussion with the Water Attorney is necessary. Standardized IGA with Water Companies with clauses for mainetnace and increasing bulk water rates for non-compliance/if Water Company chooses to have the town complete maintenance. Town Attorney working on Draft Agreement for Hidden Valley water company. Multiple Water Companies have requested formalized agreements with the Town. Hidden Valley has replied that they do not want to enter into a new agreement with the Town but would rather add a supplement to the agreement with the Town taking on additional responsibilities for meter reading and billing without fixing or repairing their system. Being Considered with Code Revision from Sustainable Futures. Collaborative Approach to Consecutive Systems TBD September - December. Creation of Paonia Water System Coalition, TBD February 2025.	Staff Time (for actual agreements there will be a fee from attorney review TBD)	7.11.23	1.24.2025	Pristine Infrastructure and Critical Facilities; Communications and Records Management	
Code Re-Write	If funded by DOLA grant, then an RFP will need to be issued to meet the competitive bid requirement. Scheduled a phone call with a separate consulting firm to get a budget figure on price for DOLA grant for 8.28.23, once budget price received, will submit to DOLA for their consideration. Received Council Approval for \$25,000 Match from DOLA Admin Grant on 9.14.23. Submission of Grant on 9.15.23. Resubmitted Grant information to DOLA on 11.22.23. RFQ will be live in 2024 after grant funding is awarded and approved. RFP will be made live on 2.5.24 RFP Consultant selection/decision being made on 4.23.2024. Work has begun on code rewrite, sustainable futures selected as consultant. Special Meeting held on 8/20/2024 for feedback from Trustees on Code Rewrite. Need to ask for extension on the project from DOLA. Consultant is awaiting completion of Comprehensive Plan to finalize code adjustments as of 1.22.2025.	\$38,000	7.11.23	1.24.2025	Transparent, Secure and Accurate Financial and Administrative Systems; Communication and Records Management	

**TOWN OF PAONIA
DEPARTMENTAL SCORE CARD**

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Chase ink Credit Account	Submitted a letter to Chase Card Services to get control of the online banking account for the Chase ink Credit Card. Would like to see if any cashback rewards have been earned, and if so, where are they. Continue to get control of Chase Bank Credit Cards - will need to travel to Telluride and visit Chase Banker in person. Form has been signed by former finance director and signed by myself and sent to Chase Bank for final approval. Awaiting Chase Banks response. Chase Bank denied the change of ownership and awaiting for further action.	Staff Time	7.28.23	7.19.2024	Transparent, Secure and Accurate Financial and Administrative Systems	
Special Event Process and Applications	Improve the process and include the recent ordinance for street closures in the application process. This also includes the process for park reservations. Request to be on agenda for 2.11.2025 for discussion of setting an ad-hoc policy committee of Trustees (who would also introduce an ordinance), staff, and special event organizers for policy development.	Staff Time	8.1.23	1.24.2025	Organizational Excellence and Staff Development; Communications and Records Management	
Creation of a Municipal Comprehensive Emergency Management Plan	Town staff have worked closely with a county-wide Hazard Mitigation Plan with Delta County Emergency Management and as approved by FEMA and state regulators. The Town needs a specific emergency management plan to the town for continuity of operations.	Staff Time	1.1.2025	1.24.2025	Organizational Excellence and Staff Development; Communications and Records Management; Safe and Resilient Community	
Personnel Policy and Handbook Updates	There is a need to update the personnel policy to include relevant federal and state requirements as well as clarify several existing policies. Updates need to be made to the handbook that reflect administrative policies that have been implemented, changed or enacted since 2018.	Staff Time	1.1.2025	1.24.2025	Organizational Excellence and Staff Development	
Creation of Neighborhood Watch Organization	Concerned Residents and business owners brought forward a request to discuss what can and can't be done about criminal activity and disturbances of peace downtown. Staff meet with the group and told them what the Town can and can't do in regards to protecting civil rights of individuals. Out of the discussion came a request to start a neighborhood watch organization and possibly a citizen's academy. Staff would like to formally create a plan with at least one Trustee, Staff and residents/business owners interested in helping form policy to serve on a committee that may result in a new ordinance.	Staff Time	1/12/1900	1.24.2025	Safe and Resilient Community; Communication and Records Management	
Sort/Dispose of Box of Outdated Bank Info		Staff Time	2/5/2025		Communication and Records Management	
FINANCE DEPARTMENT						
Add Community Development Module to Caselle	Board of Trustees approved a new module with Caselle for Community Development to track all permits issued by the town. Final step is building forms such as certificate of occupancy, event permits, etc. On the last step for setting this up, permit templates. Ran into Caselle issues but should be resolved now. In process of trying to reschedule when all key staff are available for training	≈\$20,000 with recurring annual costs (already paid, implementation is beginning)	7.1.24	1.22.2025	Transparent, Secure and Accurate Financial and Administrative Systems	
Consider Adding Purchase Order module with Caselle	With the adoption of a Purchasing Manual in September, the new process will include a three-way match requirement for purchase orders. Current purchase orders are tracked on a spreadsheet, but with the module they'll be tracked in Caselle. Requisitions/Purchase Order package has been purchased and is in initial setup. Module has been adding, working implementing with the new year.	≈\$3,000 with recurring annual costs (already paid, implementation is beginning)	8.1.2024	1.22.2025	Transparent, Secure and Accurate Financial and Administrative Systems	
Meter Updates in Caselle	Working with Public Works department to check meter ids, endpoints in Caselle and change as many as possible to radio read. No recent meter changes due to sever cold. Project to resume in spring.	Time and Materials, each meter installation cost is ≈\$1,400	5.27.24	1.22.2025	Pristine Infrastructure and Critical Facilities; Transparent, Secure and Accurate Financial and Administrative Systems	
Documenting Accounting and Utility Processes	Recording processes for water meter read input, utility billing, red tags, disbursement approval, printing checks for approved disbursements and other departmental tasks. Major department duties have been documented. Checking for smaller or new processes that still might need documentation.	Staff Time	7.1.24	7.17.24	Transparent, Secure and Accurate Financial and Administrative Systems; Communication and Records Management	

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Caselle Budget Tools for Department Heads	Working on setting up budget review and creation tools for department heads within Caselle Connect Online. Once set up Department Heads will be able to access and view their current budget, funds and line items specific to their department from their town devices. As of 8/1/2024, this is live and Department Heads are able to see their budget/actuals as items are booked to the GL.	Staff Time	7.16.24	8.23.2024	Transparent, Secure and Accurate Financial and Administrative Systems	8.1.2024
ClearGov Intergration with Caselle	Both platforms have been in use for some time but have not been integrated. After the most recent budget season the Town Treasurer/Administrator determined ClearGov to not be a good fit for the Town of Paonia needs and is in the process of terminating the contract with vendor.	Reduction of ~\$30,000 in cost savings	7.17.24	1.22.2025	Transparent, Secure and Accurate Financial and Administrative Systems; Communication and Records Management	
Take Over Payroll Process	Was decided that fiance would be taking over payroll process from HR. To work on training and transfer of duties over next pay periods.	Staff Time	1.14.2025	1.22.2025	Organizational Excellence and Staff Development	
Bank Access Issues	Bank access for records and current information has been inconsistent. Work with an approved bank signer and bank to resolve issues.	Staff Time	2.5.2025		Transparent, Secure and Accurate Financial and Administrative Systems	
Caselle Vendor Record Clean Up	Outdated vendors need to be closed out. Make sure all current and new vendors are set up correctly and have accurate W9 information on file.	Staff Time	2.5.2025		Transparent, Secure and Accurate Financial and Administrative Systems; Communication and Records Management	
CLERK'S DEPARTMENT						
Xpress Bill Pay / Caselle Integration	Integration changes to Caselle System to disconnect Point & Pay and update it for XBP completed on 12/16/2024. Staff training on the new system was completed on 1/7/2025. XBP is now live but currently implemented for in-person payments at the Town Hall counter to ensure all is working as promised before opening it up to the public online. With the configuration changes made in Caselle, payments post in real-time. On track for opening up to the public on 2/1/2025. XBP went live to the public 2/1, with a seperate non-utilities payment gateway added as well. As of 2/10/2025: 35 Online Accounts created, with 20 opting for paperless option. Reconsiliation all good. Issue with accepting AMEX cards addressed but not available yet.	Monthly fees + Staff Time	12.16.2024	02.10.2025	Organizational Excellence and Staff Development; Communications and Records Management; Transparent, Secure and Accurate Financial and Administrative Systems	
New SQL & Access Databases	Databases: Dog Tags (Completed and Live) - Need to update for 2025 and modify web pages for easier sorting. Completed SQL queries to sort 2024 vs 2025 for easier readability.	Staff Time	01.01.2024	02.10.2025	Organizational Excellence and Staff Development; Communications and Records Management; Transparent, Secure and Accurate Financial and Administrative Systems	
Create checklists for Clerk Duties	Create checklists, for all permits, licensing, agenda, board meeting, record retention, new hires etc for consistancy and thoroughness. Updating as we go concurrent with the training for new Deputy Clerk - Ongoing	Staff Time	7.19.23	1.29.24	Organizational Excellence and Staff Development; Communication and Records Management	
MuniDocs clean- up & catch up	Still in process as time permits, This has also become the landing place for Board Committee Agenda's and minutes		9.14.23	9.30.24	Organizational Excellence and Staff Development; Communication and Records Management	
CIRSA Audit	Coordinating with Dept Heads to fix deficiencies	Staff time	5.9.24	6.4.24	Organizational Excellence and Staff Development; Communication and Records Management	

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Update Public Records Policy	Researching other municipalities and recent Title 24 updates	Staff Time	10.10.24	10.10.24	Organizational Excellence and Staff Development; Communication and Records Management	
Create Marketing Policy (including Social Media Policy)	During the 1.14.2025 Board Meeting, Trustees asked that Staff research and recommend ways to better communicate with Residents, Businesses, Visitors and the extended Paonia Community. Staff recommended that a marketing and communications policy be created for the Board to review.	Staff Time	1.14.2025	1.24.2025	Organizational Excellence and Staff Development; Communication and Records Management	
New/Transfer Liquor License Packet		Staff Time	10.10.24		Organizational Excellence and Staff Development; Communication and Records Management	
Disaster Recovery Plan for Records - to be included in a Municipal Comprehensive Emergency Management Plan		Staff Time	10.10.24		Organizational Excellence and Staff Development; Communication and Records Management	
Laserfiche implementaion	Laserfiche is active and clerk is doing training to begin uploading documents to the digital repository.	\$11,257.50 first year with \$7757.50 annual from 2026 on	10.11.24	2.21.2025	Organizational Excellence and Staff Development; Communication and Records Management	
Munimeetings Migration to CivicsPlus Select	Implementation and Migration underway, tentative shift date set in April	\$2310.00 Implementation, integration and migration fee.	10.24.24	2.13.2025	Organizational Excellence and Staff Development; Communication and Records Management	
Codification, Supplement Number 05	Authorized Codification for Ord. 2023-06, 2023-07, 2024-01, 2024-02, 2024-03, fine tuning	1500.00 est	10.30.2024	10.30.24	Organizational Excellence and Staff Development; Communication and Records Management	2/4/2025
Create and implement Safety Policy and Plan	Working together with Deputy Public Works Director to develop and coordinate Town safety plan.		1.29.2025	2.21.2025	Organizational Excellence and Staff Development, Safe and Resilient Community	
Boards and Committee's Policies and Processes	First step underway, creating new applications, job description, expectations, interview process	Staff Time	10.21.24	10.30.24	Organizational Excellence and Staff Development; Communication and Records Management	
Outline and Implement New Hire Onboarding process	Rough draft created, need review with other dept heads and administrator and fine tuning before being put into place	Staff Time	2.4.2025	2.13.2025	Organizational Excellence and Staff Development; Communication and Records Management	
Electronic Communications & Device Security Policy	Enacted on 1.20.25, disbursing to staff and Boards to collect signature pages, have collected half of the signature pages	Staff Tlme	11/7/2024	2.13.2025	Organizational Excellence and Staff Development; Communication and Records Management	
ORD 2024-04 Amending Chapter 2 Articles 6, 7 & 8 of the Paonia Municipal Code	With Clay for Review for 12/10 agenda. Enacted 1.20.25-	Staff Time	11/7/2024	1.24.2025	Organizational Excellence and Staff Development; Communication and Records Management	
Implementing O 2024-04 with Boards and committees	Emails assigned and distributed, working on coordination and set-up with Clerk's Office and Boards and Commissions. All town issued emails out and new processes, agenda and packet deadlines in place and being enforced.	Staff Time	1.20.25	2.13.2025	Organizational Excellence and Staff Development; Communication and Records Management	

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Special Election for April 1, 2025	Ballot Proof approved. Next step is call for Election which is due by March 12	est \$3200.00	1.14.25	2/5/2025	Organizational Excellence and Staff Development; Communication and Records Management	
SHRM-CP Certification	Started classes with goal of taking certification test in 2026, starting with Leadership & Navigation Competency	\$900	1/31/2025	2/5/2025	Organizational Excellence and Staff Development; Communication and Records Management	
Registered Parliamentarian Certification	Completed Class "Motions in General"	Membership dues of around \$100.00	1/31/2025	2/13/2025	Organizational Excellence and Staff Development; Communication and Records Management	
Apply for CMC	Two more classes to take	\$200	1/24/2023	2/4/2025	Organizational Excellence and Staff Development; Communication and Records Management	
PUBLIC WORKS						
ADA Transition Plan	Discussed at Department Head Meeting, will need to begin to evaluate crossings throughout intersections in Town. Will add this to fulcrum and add notes in GIS about intersections in compliance and intersections that need to be brought into compliance with ADA standards. Working with Town Administrator to accomplish a true plan. Request on agenda for 2.11.2025 to send an RFP to hire a consultant to complete a ADA transition plan for the Town.	≈\$30,000	8.1.23	1.24.2025	Organizational Excellence and Staff Development; Pristine Infrastructure and Critical Facilities	
Add cornering mirror at Pan American and Rio Grande	Initial mirror blew down in wind storm. Need to re-order a larger mirror	Staff Time	8.8.23	1.24.2025	Safe and Resilient Community	
Working on lead service line inventory	Inventory is complete. Waiting on next steps from CDPHE	Staff Time	11/6/2023	1/23/2025	Pristine Infrastructure and Critical Facilities;	
Mays water availability.	Conveyance agreement with Bone Mesa for raw water coming off of Gelwick through the Town's pipe to the splitter box at Mays	Staff Time (any rehabilitation will incur a cost TBD)		7.17.2024	Pristine Infrastructure and Critical Facilities;	
Construction standard update	Standards have been reviewed by Public Works. Waiting on final draft from respec	NTE \$21,600	2/2/2024	1/23/2025	Pristine Infrastructure and Critical Facilities;	
Finish NorthWest corner of skatepark.	Looking at options to finish the unfinished portion of the skatepark.	Staff Time (any construction will incur a cost TBD)		1/23/2025	Pristine Infrastructure and Critical Facilities;	
Equipment and contract bids	Public works is currently seeking quotes for pavement milling (Samuel Wade Bridge contracted), asphalt rollers. PW is reaching out to Engineers to get a scope of work on bridge repairs as of 1.1.2025	≈\$500,000		1/23/2025	Pristine Infrastructure and Critical Facilities;	

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Roof repair - Town Hall	Randy with Quality Cool Roofing Solutions inspected the job on 7/29/24. Elite Commercial Roofing will inspect the job on 8/2/24. Innovative Roofing was contacted as well with no response. Elite is the only contractor that sent a quote. It will be discussed in the 8/27/24 public meeting. Repair was put on hold until spring/summer 2025	≈\$40,000	7.29.24	1/23/2025	Pristine Infrastructure and Critical Facilities;	
F-150 Recall	Received official recall letter for the 2014 F-150 recalls for Output Speed Sensor. An unintended downshift into 1st gear.	Staff Time	7/1/2024	1/23/2025	Pristine Infrastructure and Critical Facilities;	
Apple Valley Plumbing	Needs to be cameraed to see the extent of damage under the concrete flooring	≈\$2,500		1/23/2025	Pristine Infrastructure and Critical Facilities;	
WATER DEPARTMENT						
CDPHE Free Assistance Program for Lead Service Line Replacement	Applied today for the program with Cory and Stefan as PoC. Will evaluate this program in FY 2024. Sunrise Engineering has been helping us through this process.	Staff Time	8.1.23	11.24.23	Pristine Infrastructure and Critical Facilities;	12.31.2024
Mays Metering.	Raw Water at the Mays Springs is being metered. Data is being sent to Brian Mitchem. This is before the split to Bone Mesa.	Staff time	7.2023	1.24.2025	Pristine Infrastructure and Critical Facilities;	
Mays Cleanup / Spring site Cleanup	Clearing trees and brush at Mays along the springs so that tree roots don't get into the pipes. Wrightwater will need specific areas on the springs cleared and cleaned up. Awaiting drawings for their needs.	Staff Time			Pristine Infrastructure and Critical Facilities;	
Meter Audit	46 meter audits complete since Feb. 2024	Staff Time (replacements of meters TBD but ≈\$1,400/meter)	11.2023	1/24/2025	Pristine Infrastructure and Critical Facilities;	
WASTEWATER DEPARTMENT						
Utility Fee Study	Water and Sewer Rates need to be reviewed. 20-year cash flow analysis for water and upcoming restrictions on NPDES permit for wastewater necessitate increases in the rates for utilities. Proposed Rate increases on the Board agenda for December 12, 2023. RESPEC has been given a task order to complete a PNA for future funding in regards to the wastewater system, as part of the PNA a 20-year cash flow analysis will be completed which includes a utility fee study to cover the cost of debt financing repairs and improvements to the waste water collections and treatment systems.	≈\$15,000 (\$10,000 grant funding secured)	7.14.23	1.24.2025	Transparent, secure and accurate financial and Administrative Systems	
NPDES Contact Update	Stefan needs to be added as the Executive/Administrative contact for the NPDES Permit. All Correspondence regarding NPDES Permit needs to go to Town Hall Attention: Stefan Wynn, Town Administrator. Follow-up needed to make sure that this is properly completed. Task was completed and paperwork was submitted 1/24/2025. Awaiting acceptance from CDPHE	Staff Time	8.1.23	1/24/2025	Communication and Records Management	
Aerator at the lagoon failure and disassembled	PW is working on a replacement part and looking into other aeration options	≈\$18,000	1.1.2025	1/23/2025	Pristine Infrastructure and Critical Facilities; Safe and Resilient Community	
POLICE DEPARTMENT						
Compiling possible municipal code additions, subtractions, and combinations to address shortfalls in current muni code	Additions and updated ordinances have been submitted for code rewrite.	Staff Time	5/1/2023	1/16/2025	Organizational Excellence and Staff Development; Communication and Records Management	In Progress

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Reactivation of Bicylce Patrol Unit	Equipment is being evaluated priced. Policies are being sourced for review,	Donated/Repurposed Eqpt/ <\$500	8/1/2024	1/16/2025	Safe and Resilient Community	In Progress
Reviewing possible municipal code fee/fine updates to adress shortfalls in current muni code	Reaching out to other like sized or surroundinguniciaplities to compile fee and fine amounts.	UNK	4/1/2023	1/16/2025	Organizational Excellence and Staff Development; Communication and Records Management	In Progress
Left hand turns into parking spaces on Grand Avenue	Hi-Viz signs have been installed. Painting/stripping options are being evaluated (weather dependant).	UNK	4/1/2024	1/16/2025	Safe and Resilient Community	In Progress
Patrol Car Lettering	All newer patrol cars have been lettered and updated. Only the one remaining Chevy patrol vehicle is in nned of decals. Awaiting decal supplier on site quote.	<\$1000	7/30/2024	1/16/2025	Organizational Excellence and Staff Development	In Progress
ESS Security Training	Department Staff are continuing to take the ESS trainings and work towards the 630 Point minimum point threshold	Staff Time	5/1/2023	1/16/2025	Safe and Resilient Community	Continuous
Implementation of Spillman FLEX	Working with DCSO on acquiring database access for ONE officers. Awaiting response from CBI.	\$25,121.24	3/1/2023	1/16/2025	Communications and Records management; Safe and Resilient Community	In Progress
Employee appraisal/review	Packets are completed and beeing reviewed by Admin staff. Annual goals and projects are being submitted and reviewed.	Staff Time	1/1/2024	1/16/2025	Organizational Excellence and Staff Development	In Progress
Red Dot Sights for service weapons	Red dot sights have been purchased, but are currently backordered.	\$4,203.54	7/1/2024	1/16/2025	Safe and Resilient Community	In Progress
Updated OHV Ordinance	Public safety committee has met and compiled a list of possible updates. Updated ordidinance has been drafted and reviewd by legal. Electric Vehicle regulations are being considered for addition to the OHV ordinance	Staff Time	9/1/2024	1/16/2025	Organizational Excellence and Staff Development; Communication and Records Management; Safe and Resilient Community	In Progress
Code Enforcement for parking/inoperable vehicles/RV's/snow removal	Letters are being sent via mail and some are being delivered in-person via uniformed officer.	Staff Time	5/1/2024	1/16/2025	Safe and Resilient Community	Continuous
CDOT Revitalizing Main Streets Grant, "Safe Pathways for Paonia," 3-Points InX Grand, 4th & 5th						
Construction Timeline	Construction is estimated to begin in Late-Spring - Mid-Summer of FY-2025. Additional funding has been applied for from RAISE and SRTS. These additional funds will assist the Town is not completely depleting its surplus funds for the project.	≈\$2,900,000	7.17.23	1.24.2025	Pristine Infrastructure and Critical Facilities; Safe and Resilient Community	
Temporary Construction Easements	Temporary Construction Easements have been approved by CDOT and are awaiting final decisions and coordination from SGM and affected property owners.	Included in Construction Cost	1.1.2025	1.24.2025	Pristine Infrastructure and Critical Facilities; Safe and Resilient Community	
Hydrogeological Study						

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Wrightwater Engineering / Hydrogeological	Wrightwater initial site visit to the springs. Spent 3 days on the mountain gathering data. Brush Clearing is set for this Spring. WWE gave a presentation to the Board about the spring boxes and how we plan to gather more raw water. Study will be conducted Spring 2025	\$197,974	7.20.23	1.24.2025	Pristine Infrastructure and Critical Facilities;	
Grant for \$25,000 Colorado River Water Conservation District Grant	Contract, COI and W-9 sent and received, have received reimbursements	Staff Time	7.20.23	1.24.2025	Pristine Infrastructure and Critical Facilities;	
Grant from Roundtable	\$25,000 awarded to Paonia for completing the Hydrogeological Study	Staff Time	7.20.23	1.24.2025	Pristine Infrastructure and Critical Facilities;	
CWCB Grant	Awarded \$147,973 towards the Hydrogeological Study	Staff Time	7.20.23	1.24.2025	Pristine Infrastructure and Critical Facilities;	
HOUSING NEEDS ASSESSMENT						
DOLA IHOP Reimbursement	3rd Quarter FY-23 reimbursement request submitted and \$32,348.25 will be sent to the Town from DOLA. 4th Quarter FY-23 reimbursement will be submitted and the final reimbursement amount will be requested. Adoption of ordinance regulating short term rentals and accessory dwelling units necessary for final DOLA reimbursement	\$25,000 (reimbursement)	7.1.23	1.24.2025	Organizational Excellence and Staff Development; Communication and Records Management; Safe and Resilient Community	
COMPREHENSIVE PLAN						
Timeline	1/17 PC Meeting with Status Update; 1/22 Survey Questions from Consultant for Publication; 1/23 Status Update for BoT; 2/2 Staff Meeting with Consultant; 2/27 Status Update for BoT; 2/28 FLUM Meeting PH at PC; 3/1 Staff Meeting with Consultant; 3/13 Draft Element Presentation PH at PC Meeting for Infrastructure; 3/26 Status Update for BoT; 3/29 Staff Meeting with Consultant; 4/3 Draft Element Presentation PH at PC for Transportation, Governance & Community Participation; 4/23 Status Update for BoT; 4/26 Staff Meeting with Consultant; 5/1 Draft Element Presentation PH at PC for Growth Framework, Economic Development, Parks, Recreation & Trails; 5/28 Status Update for BoT; 6/5 Final Presentation PH for Adoption at PC; 6/18 PH Final Adoption by BoT; EXTENSIVE TIMELINE AVAILABLE ON THE TOWN WEBSITE	\$52,395.00	1.19.23	1.24.2025	Organizational Excellence and Staff Development; Communication and Records Management; Safe and Resilient Community	
DOLA Planning Grant	Reimbursement for work already completed will be submitted during week of 11.27.23, final DOLA reimbursement incomplete until the project is finished; item is tracked on budget/actuals each month on the grant reporting page	\$25,000 (reimbursement)	5.1.23	1.24.2025	Organizational Excellence and Staff Development; Communication and Records Management; Safe and Resilient Community	
PHASE I - WATER IMPROVEMENTS						
Proposed Alignment	Meeting held on 7.24.23 regarding Existing water line alignment & GIS Data Accuracy. Proposed alignment options to consider, avoid easements by placing the water line in road R/Ws. AC line feeding old water plant, Evaluate PRV needs. Main Line improvements are being realigned so that they follow existing rights of way along roadways in areas that they are possible to be relocated. Waiting on Construction Standards and 90% drawings from Respec. PW is also to do some more SUE work once the cold span is over	≈\$6,000,000.00	7.24.23	1/23/2025	Pristine Infrastructure and Critical Facilities;	
Easement Acquisition	May need to plan for two lines, potable and raw water, Town representative to negotiate easements (Town Administrator) once they're located. Land acquisition amounts have changed and are being finalized, if necessary at all. Nicki called County Clerk. No records of official easements. Surveyor and Engineering are working on getting the paperwork established	Included in cost associated with proposed alignment	8.1.23	1/24/2025	Pristine Infrastructure and Critical Facilities; Communication and Records Management	

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ISSUE	STATUS	ESTIMATED COST	INITIAL PROJECT DATE	CURRENT STATUS DATE	ALIGNMENT WITH STRATEGIC PLAN	DATE COMPLETED
Items Needed from Town Staff	As built for PVC Loop; Exhibit of consecutive systems; photos of PRV 7; 8 & 9 (Jordan provided on 7/25 to Respec); Inventory meters to be replaced along the alignment. All items needed from Town Staff have been provided, including the 20-year cash flow analysis for the Project Needs Assessment. Information has been given to Respec and they have been incorporated into the realignment plan	Staff Time	7.25.23	1/24/2025	Pristine Infrastructure and Critical Facilities; Communication and Records Management	
File for EIAF Tier II Grant	On 7.27.23, a grant application was filed for EIAF Tier II with project number 09721. DOLA Staff accepted the application for consideration on 8.3.23. Town was awarded \$965,000 for Tank Relining.	\$965,000 (reimbursement)	7.27.23	11.24.23	Pristine Infrastructure and Critical Facilities;	
SRF Loan Application	SRF Loan Application is being considered for FY - 2024 and is budgeted for approximately \$11MM, Application is complete and awaiting a hearing by the authority to decide whether or not the Town will be awarded funding	Staff Time	3.1.23	1.24.2025	Pristine Infrastructure and Critical Facilities;	



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

AGENDA ITEM:	#1- Consideration of Amending the Contract with Wright Water Engineering for the Hydrogeological Study
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	February 21, 2025
BACKGROUND:	Please see the attached communication from Wright Water Engineers, Inc who are contracted to do our Hydrogeological Study
BUDGET:	n/a
RECOMMENDATION:	To amend the contract with Wright Water Engineers, Inc to extend it until May 31, 2026
ATTACHMENT:	1. Communication from Wright Water Engineers, Inc 2. Professional Services Agreement signed March of 2024



Wright Water Engineers, Inc.

818 Colorado Avenue
Glenwood Springs, Colorado 81602
(970) 945-7755 TEL

www.wrightwater.com
e-mail: jkelly@wrightwater.com

February 20, 2025

Via Email: stefenw@townofpaonia.com

Stefen Wynn, M.P.A.
Paonia Town Administrator & Treasurer
214 Grand Ave.
Paonia, CO 81428

Attention: Town of Paonia Board Members

Re: Extension Request for Hydrogeological Study

Dear Members of the Board:

Wright Water Engineers, Inc. (WWE) has prepared this letter to request an extension to the contract date of October 22, 2024 and to name Jonathan Kelly as project manager.

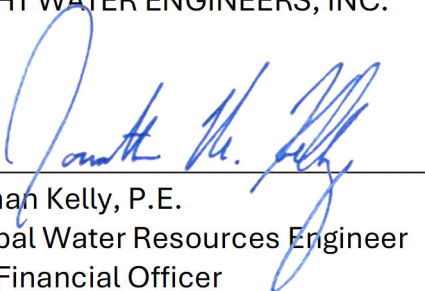
Request for Contract Extension

WWE respectfully requests an extension to May 31, 2026, to accommodate unforeseen delays outside the control of the Town or WWE.

WWE wants to express our gratitude for the Town's ongoing support as we navigate these important processes. Our collaboration is vital to the success of the project, and we are committed to maintaining open communication as we move forward. Thank you for your attention to these matters. Please feel free to reach out with any questions or for further discussion.

Sincerely,

WRIGHT WATER ENGINEERS, INC.

By 
Jonathan Kelly, P.E.
Principal Water Resources Engineer
Chief Financial Officer

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

1.0 PARTIES

This Professional Services Agreement (this "Agreement") is made and entered into this 3rd day of March 2024 (the "Effective Date"), by and between the **Town of Paonia**, a Colorado municipal corporation, hereinafter referred to as the "Town", and **Wright Water Engineers, Inc.**, a Colorado corporation, hereinafter referred to as the "ENGINEER".

2.0 RECITALS AND PURPOSE

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

3.0 SCOPE OF SERVICES

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

4.0 COMPENSATION

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

The invoice shall document the Services provided during the preceding month, identifying by work category and subcategory the work and tasks performed and such other information as may be required by the Town. The ENGINEER shall provide such additional backup documentation as may be required by the Town. The Town shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

5.0 PROJECT REPRESENTATION

- 5.1 The Town designates Stefen Wynn, Town Administrator & Treasurer, as the responsible Town staff to provide direction to the ENGINEER during the conduct of the Services. The ENGINEER shall comply with the directions given by said Town staff and such person's designees.
- 5.2 The ENGINEER designates Marshall Haworth, Senior Hydrogeologist as its project manager and Jonathan Kelly, P.E. Vice President as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, and such replacement require the Town or the ENGINEER to undertake additional reevaluations, coordination, orientations, etc., the ENGINEER shall be fully responsible for all such additional costs and services.

6.0 TERM

- 6.1 The term of this Agreement shall be from the Effective Date March 3, 2024, unless sooner terminated pursuant to Section 13, below. The ENGINEER's Services under this Agreement shall commence on March 3, 2024, and ENGINEER shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the Town's requirements and substantially complete by October 22, 2024.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Paonia Board of Trustees, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

7.0 INSURANCE

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

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

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

8.0 INDEMNIFICATION

To the fullest extent permitted by law, the ENGINEER agrees to indemnify and hold harmless the Town, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the services hereunder, but only to the extent such injury, loss, or damage is caused by the negligent act, omission, or other fault of the ENGINEER or any subcontractor of the ENGINEER, or any officer, or employee, of the ENGINEER or any subcontractor, or any other person for whom ENGINEER is responsible. The ENGINEER's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town. The extent of the ENGINEER's obligation to defend, indemnify, or hold harmless the Town shall be determined only after the ENGINEER's liability or fault has been determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Town and the ENGINEER; however, the ENGINEER's duty to investigate and respond to the Town regarding any claims or demands shall immediately arise upon the receipt by the Town or ENGINEER of any claims or demands. ENGINEER's obligation to defend, indemnify, or hold harmless is enforceable only to the extent and for an amount represented by the degree or percentage of negligence or fault attributable to the ENGINEER, ENGINEER'S agents, representatives, subcontractors or suppliers.

9.0 QUALITY OF WORK

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

10.0 INDEPENDENT ENGINEER

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

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

11.0 ASSIGNMENT

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

12.0 DEFAULT

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

13.0 TERMINATION

13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

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

14.0 INSPECTION AND AUDIT

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

15.0 DOCUMENTS

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

16.0 ENFORCEMENT

16.1 In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

- 16.2 Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Delta County or the federal district court for the District of Colorado, and in no other court. ENGINEER hereby waives its right to challenge the personal jurisdiction of the courts of Delta County and the federal district court for the District of Colorado over it. Colorado law shall apply to the construction and enforcement of this Agreement.

17.0 COMPLIANCE WITH LAWS

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

18.0 INTEGRATION AND AMENDMENT

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

19.0 NOTICES

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

If to the Town:

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

If to the ENGINEER:

Wright Water Engineers, Inc.
Attn: Marshall Haworth and Jonathan Kelly
2490 W 26th Ave #100a
Denver, CO 80211
Telephone: 303-480-1700
Email: mhaworth@wrightwater.com and jkelly@wrightwater.com

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

20.0 EQUAL OPPORTUNITY EMPLOYER

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

21.0 NO THIRD PARTY BENEFICIARIES

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

22.0 SUBCONTRACTORS

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

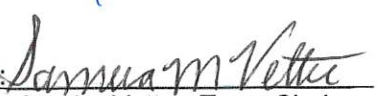
23.0 AUTHORITY TO BIND

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

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

TOWN OF PAONIA
a Colorado Municipal Corporation

By: 
Mary Bachran, Mayor

Attest: 
Samira Vetter, Town Clerk

WRIGHT WATER ENGINEERS, INC.
a Colorado Corporation

By:  3/1/2024

Name/Title: Marshall Haworth, Senior Hydrogeologist



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

AGENDA ITEM:	#2 - Consideration of Resolution 07-2025 Approving the Loan with Colorado Water Resources and Power Development Authority.
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	February 25, 2025
BACKGROUND:	Resolution 07-2025 approves the \$300,000.00, 100% forgivable principal loan for the Water Capital Improvement Plan Design & Engineering Phase One costs.
BUDGET:	
RECOMMENDATION:	
ATTACHMENT:	Resolution 07-2025

**TOWN OF PAONIA, COLORADO
RESOLUTION 07-2025**

A ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF PAONIA, COLORADO, APPROVING THE LOAN AGREEMENT BETWEEN THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY AND THE TOWN OF PAONIA, ACTING BY AND THROUGH ITS TOWN OF PAONIA WATER ENTERPRISE AND AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO EXECUTE RELATED DOCUMENTS.

WHEREAS, the Town of Paonia (the "Town") has applied for funding from the Colorado Water Resources and Power Development authority for the design and engineering costs associated with Water Capital Improvement Plan D&E Phase 1("Project");

WHEREAS, the Town desires to enter into the Loan Agreement to fund the design and engineering costs to commence the Project;

WHEREAS, the loan contemplated in the Loan Agreement will be 100% forgiven at the time of the Loan Closing and will not constitute a multi-fiscal year obligation pursuant to TABOR; and

WHEREAS, the Board of Trustees finds and determines that it would be in the best interests of the Town of Paonia and its residents to enter into the Loan Agreement.

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

Section 1. The Loan Agreement between the Colorado Water Resources and Power Development Authority and the Town, a copy of which is attached hereto and incorporated herein as **Exhibit A**, is hereby approved and adopted, and the Mayor is authorized to execute the same on behalf of the Town.

Section 2. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The Town shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the Town (the "Mayor") or the Town Administrator. The Mayor, the Town Administrator and Town Clerk are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Town thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting. The execution of any instrument or certificate or other document in connection with the matters referred to herein by the Mayor, the Town Administrator, and Town Clerk or by other appropriate officers of the Town, shall be conclusive evidence of the approval by the Town of such instrument.

ADOPTED this 25th day of February 2025, by the Town Board of Trustees of the Town of Paonia.

TOWN OF PAONIA, COLORADO

Paige Smith, Mayor

ATTEST:

Samira M Vetter, Town Clerk



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

AGENDA ITEM:	#3- Consideration of Appointments to Region 10 Board of Director's and the Gunnison Valley Transportation Planning Region (GVTPR)
SUBMITTED BY:	Samira Vetter, Town Clerk
DATE:	February 25,2025
BACKGROUND:	Mayor Smith needs to be reappointed to the Region 10 Board of Directors. Town Administrator Wynn should be appointed to the GVTPR Board with Public Works Director Heiniger and Deputy Public Works Director Gisoldi as alternates.
BUDGET:	
RECOMMENDATION:	
ATTACHMENT:	



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

AGENDA ITEM:	Consideration of Asking One Delta County to Look into the Economic Impact of Staffing Shortages at National Parks, Specifically the Impact to the Black Canyon of the Gunnison National Park
SUBMITTED BY:	Mayor Smith
DATE:	February 25, 2025
BACKGROUND:	With the recent indiscriminate firing of 1,000 National Park Service employees on Feb. 18th by the Trump Administration, it seemed likely that hours of operation and other unintended consequences could occur to our northern portion of the Black Canyon of the Gunnison National Park. A reduction of services at this part of the Park could have a negative effect on the number of visitors to our area this year resulting in an associated decline in revenue to businesses operating in Paonia, Crawford and Hotchkiss (as gateway communities to the Park) and Delta County as a whole. One Delta County is the economic development nonprofit corporation created in 2020 to strengthen and diversify the economy of Delta County and its six distinct towns and city. Paonia is a dues paying member of One Delta County. Therefore, I'm proposing we ask One Delta County to get answers as to whether our north side of the Black Canyon of the Gunnison National Park is going to be affected by this staff reduction.
BUDGET:	N/A
RECOMMENDATION:	Approve signing the letter from the Board of Trustees to the Board of One Delta County asking One Delta County to send a letter (a draft of which has been provided) to the National Park Service regarding staffing levels planned at the Black Canyon of the Gunnison National Park.
ATTACHMENTS:	1) Draft letter for Board of Trustees approval 2) Draft letter submitted as an attachment intended for consideration by the One Delta County Board of Directors.



2/25/2025

One Delta County Board of Directors
560 Dodge Street
Delta, CO 81416

RE: Trump Administration's Termination of 1,000 National Park Employee Positions

Dear Members of the Board of Directors,

As representatives of the citizens of Paonia and individuals doing business in the Town of Paonia, the Paonia Board of Trustees is requesting that One Delta County submit a letter to the Department of Interior, National Park Service asking for clarification as to how the reduction of 1,000 permanent National Park employees will affect the staffing at the Black Canyon of the Gunnison National Park (National Park).

In a surprise firing of 1,000 permanent National Park employees on February 18th, the Trump Administration appeared to indiscriminately make these reductions without regard to what it may do to the management of National Parks across the country. If staffing levels at the National Park are expected to be reduced, this could easily have a negative effect on the economy of Delta County, especially Crawford, Paonia and Hotchkiss.

Diminished staff at our "local" National Park could necessitate the reduction of operating hours, public safety measures and resource protections. The normally heavy spring/summer visitor season we experience on the north side of the Park could easily be specifically affected if Park management is faced with fewer personnel requiring the commitment of resources to the more visited south side of the Black Canyon. It's easy to conceive of the decision being made to have fewer (or no) staff assigned to our north side which translates to delayed openings (or not opening at all), shorter visitor hours and closed campgrounds.

Delta County benefits from the increased seasonal revenue generated by visitors choosing to enjoy our quieter side of the Park. Consequently, the Town of Paonia Board of Trustees is requesting the Board of Directors of One Delta County send a letter to the Department of Interior, National Park Service expressing concern about the potential for lost revenue for Delta County businesses as a whole and the three Delta County communities that serve as gateways to the Park.

We've attached a draft letter for the One Delta County Board of Directors' consideration. Please contact Paige Smith or Town Administrator Stefen Wynn if you would like further information or want to discuss our request.

Sincerely,

Paige Smith, Mayor

Attachment: Draft Letter to the Department of Interior, National Park Service

CC: Chris Johnson, Mayor of Crawford
Jim Wingfield, Mayor of Hotchkiss

Charles F. Sams III
Park Service Director
National Park Service
Department of the Interior
1849 C Street NW
Washington, DC 20240

RE: Planned Staffing in 2025 at the Black Canyon of the Gunnison National Park, CO

Dear Mr. Sams,

One Delta County is an investor-based, 501C(3) nonprofit incorporated in 2020 as a public/private alliance created to strengthen and diversify the economy of Delta County, CO and its six distinct towns and city. As members of One Delta County's Board of Directors we are asking for clarification as to how the firing of 1,000 permanent National Park employees on February 18th, by the Trump Administration will affect the staffing at the Black Canyon of the Gunnison National Park (National Park).

If staffing levels at the National Park are expected to be reduced, this could have a negative effect on the economy of Delta County, especially our member communities of Crawford, Paonia and Hotchkiss. These three small towns serve as gateways to the north rim entrance of the National Park and are approximately 11, 26, 22 miles respectively from the entrance.

Diminished staff at our "local" National Park could necessitate the reduction of operating hours, public safety measures and resource protections. The normally heavy spring/summer visitor season we experience on the north side of the National Park could easily be reduced if National Park management is faced with fewer personnel requiring the commitment of resources to the more visited south side of the Black Canyon located outside the larger city of Montrose. It's easy to conceive of the decision being made to have fewer (or no) staff assigned to our north side which translates to delayed openings (or not opening at all), shorter visitor hours and closed campgrounds.

Delta County and its citizens benefit economically from the increased seasonal revenue generated by visitors choosing to enjoy our quieter north side of the National Park. Consequently, we're requesting an update on what we can expect for this upcoming tourist season regarding the intended staffing levels and management at both the north and south entrances to the National Park.

Thank you for your attention to our request.

Sincerely,

Board President

CC: Town of Paonia
Town of Hotchkiss
Town of Crawford

Town of Cedaredge
Town of Orchard City
City of Delta
Delta County
Senator Bennett
Senator Hickenlooper
Congressman Jeff Hurd

DRAFT